



# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Meeting Agenda Public Utilities Board

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Monday, August 28, 2023

9:00 AM

Council Work Session Room

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### **REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD**

Citizens will be able to participate in the following way:

- eComment – The agenda was posted online at <https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>. Once the agenda is posted, a link to make virtual comments using the eComment module will be made available next to the meeting listing on the Upcoming Events Calendar. Using eComment, Individuals may indicate support or opposition and submit a brief comment about a specific agenda item. eComments may be submitted up until the start of the meeting at which time the ability to make an eComment will be closed. eComments will be sent directly to members of the Public Utilities Board immediately upon submission and recorded by the Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the Public Utilities Board of the City of Denton, Texas will convene in a Regular Meeting on Monday, August 28, 2023, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

### **REGULAR MEETING**

#### **1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC**

This section of the agenda permits a person to make comments regarding public business on items as listed on the agenda. Each speaker will be allowed a maximum of four (4) minutes. Such person(s) shall have registered under the REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD detailed at the beginning of this agenda. Registration is required prior to the time this agenda item is read into the record.

#### **2. ITEMS FOR INDIVIDUAL CONSIDERATION**

- A. [PUB23-143](#) Consider approval of the August 14, 2023 minutes.

Attachments: [8.14.23 PUB Minutes](#)

- B. [PUB23-153](#) Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Stella-Jones Corporation, for the supply of wood utility poles for the Denton Municipal Electric to be stocked in the Warehouse; providing for the expenditure of funds therefor; and providing an effective date (IFB 8252 - awarded to Stella-Jones Corporation, for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$8,250,000.00).

**Attachments:**      [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Presentation](#)

[Exhibit 3 - Ordinance and Contract](#)

- C. [PUB23-154](#) Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates and fees for Solid Waste and Recycling Collection service; repealing Ordinance No. 22-1855; providing for a repealer; providing for a severability clause; and providing an effective date.

**Attachments:**      [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Solid Waste Red Line Rate Ordinance](#)

[Exhibit 3 - Solid Waste Rate Ordinance](#)

- D. [PUB23-156](#) Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the schedule of rates and fees for Wastewater service; repealing Ordinance No. 22-1857; providing for a repealer; providing for a severability clause; and providing an effective date.

**Attachments:**      [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Wastewater Red Line Rate Ordinance](#)

[Exhibit 3 - Wastewater Rate Ordinance](#)

- E. [PUB23-158](#) Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates and fees for Water and Water service; repealing Ordinance No. 22-1856; providing for a repealer; providing for a severability clause; and providing an effective date.

**Attachments:**      [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Water Red Line Rate Ordinance](#)

[Exhibit 3 - Water Rate Ordinance](#)

- F. [PUB23-157](#) Management Reports:  
1. Future Agenda Items  
2. New Business Action Items

**Attachments:**      [1. Future Agenda Items](#)

[2. New Business Action Items](#)

### 3. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the Public Utilities Board or the public with specific factual information or recitation of policy, or accept a proposal to place the matter on the agenda for an upcoming meeting AND Under Section 551.0415 of the Texas Open Meetings Act, provide reports about items of community interest regarding which no action will be taken, to include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; or an announcement involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

#### CERTIFICATE

I certify that the above notice of meeting was posted on the official website (<https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on August 24, 2023, in advance of the 72-hour posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

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OFFICE OF THE CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST 48 HOURS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.



# City of Denton

City Hall  
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## Legislation Text

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**File #:** PUB23-143, **Version:** 1

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### **AGENDA CAPTION**

Consider approval of the August 14, 2023 minutes.

**CITY OF DENTON PUBLIC UTILITIES BOARD MINUTES**  
**August 14, 2023**

After determining that a quorum was present of the Public Utilities Board of the City of Denton, convened in a Regular Meeting on Monday, August 14, 2023, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Chair Susan Parker, Vice Chair Billy Cheek, Barbara Russell, and Thomas Plock

Also present: Assistant City Manager Frank Dixon and Deputy City Attorney Marcella Lunn

Absent: Lee Riback and Devin Taylor

**REGULAR MEETING**

**1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC**

There were no public comments.

**2. CONSENT AGENDA**

The Consent Agenda consisted of Items 2 A - N

**Board Member Cheek moved to recommend adoption of agenda items 2 A-N. Motion seconded by Board Member Russell; motion carried.**

**YES (4): Chair Susan Parker Vice Chair Billy Cheek, Barbara Russell, and Thomas Plock  
NO (0):**

- A. PUB23-101** Consider recommending adoption of an ordinance of the City of Denton amending provisions of Chapter 26, Article XI, "Miscellaneous Provisions," of the Code of Ordinances by creating Division 3, entitled "Uniform Vegetation Management Standards for Use and Occupancy of Public Rights of Way by Telecommunications and Fiber Companies"; providing for codification; creating a violation for non-performance; and providing an effective date.
- B. PUB23-136** Consider recommending adoption of an ordinance of the City of Denton, Texas, authorizing the City Manager, or Designee, to execute Change Order No. 2 to the existing Advanced Funding Agreement between the City of Denton and the Texas Department of Transportation (TxDOT) for the relocation of public utility facilities along FM 2181 from Lillian Miller Parkway to west of FM 2499 in the City of Denton, Denton County, Texas; providing an effective date (CSJ 2054-02-015) - Change Order No. 2 in an amount not to exceed the sum of \$160,358.78 for a total contract amount aggregated to (\$2,377,095.59); authorizing the expenditure of funds therefor; and providing an effective date.
- C. PUB23-138** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a

Professional Services Agreement with Raba Kistner, Inc., for construction inspection services for the relocation of water and wastewater utilities along I-35 in support of the Texas Department of Transportation Freeway Widening Project for the Capital Projects Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7894-004 - professional services agreement for construction inspection services awarded to Raba Kistner, Inc., in the not-to-exceed amount of \$1,050,000.00).

- D. PUB23-139** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of Change Order No. 4 to the contract between the City of Denton and Texas Materials Group, Inc., dba TexasBit, for the street construction of the Southeast Denton Package A Project for the Capital Improvements Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 7896 - Change Order No. 4 in the not-to-exceed amount of \$107,907.00, for a total contract award aggregated to \$6,750,696.97).
- E. PUB23-141** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Wilson Contractor Services, LLC, for the Dry Fork Interceptor Project with geographical limits as follows: East of 35W from Corbin Road to Bonnie Brae Street for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8109 - awarded to Wilson Contractor Services, LLC, in the not-to-exceed amount of \$2,726,367.38).
- F. PUB23-142** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Techline, Inc., for the purchase of electric utility substation instrument transformers for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8210 - awarded to Techline, Inc., for three (3) years, with the option for two (2) additional one (1) year extensions in the total five (5) year not-to-exceed amount of \$755,410.00).
- G. PUB23-144** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under CSP 8264 for the Pecan Creek Water Reclamation Plant Valve and Piping Improvement project for the Water Utilities Department; and providing an effective date (CSP 8264).
- H. PUB23-145** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with J & B Five Point Construction, LLC, for winterization construction for the Denton Energy Center; providing for the expenditure of funds therefor; and providing an effective date (RFP 8267 - awarded to J & B Five Point Construction, LLC, in the not-to-exceed amount of \$1,184,000.00).
- I. PUB23-146** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Interfaith Ministries of Denton, Inc., for a utility assistance program for low-income households for the Customer Service Department; providing for the expenditure of funds

therefor; and providing an effective date (RFP 8269 - awarded to Interfaith Ministries of Denton, Inc., in the five (5) year not-to-exceed amount of \$1,538,409.00).

- J. PUB23-147** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with J.L. Matthews Company, Inc., for the supply of Lineman's tools and accessories for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (IFB 8280 - awarded to J.L. Matthews Company, Inc., in the five (5) year not-to-exceed amount of \$1,000,000.00).
- K. PUB23-148** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Itron, Inc., for support and services of the Meter Data Management System and other Itron software applications for Denton Municipal Electric, which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over \$50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8282 - awarded to Itron, Inc., for five (5) years, with the option for two (2) additional one (1) year extensions, in the total seven (7) year not-to-exceed amount of \$5,004,208.24).
- L. PUB23-149** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with United Ag and Turf, an authorized dealer for Deere & Company, through the Sourcewell Cooperative Purchasing Network Contract Number 031121-DAC, for the purchase of mowers, utility vehicles, and attachments for the Fleet Department; authorizing the expenditure of funds therefor; and providing an effective date (File 8299 - awarded to United Ag and Turf, in the three (3) year not-to-exceed amount of \$1,500,000.00).
- M. PUB23-150** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with United Ag and Turf, an authorized dealer for Deere & Company, through the Sourcewell Cooperative Purchasing Network Contract Number 110719-JDC, for the purchase of tractors and attachments for the Fleet Department; authorizing the expenditure of funds therefor; and providing an effective date (File 8300 - awarded to United Ag and Turf, in the three (3) year not-to-exceed amount of \$1,700,000.00).
- N. PUB23-152** Consider recommending adoption of an ordinance of the City of Denton repealing ordinance No. 17-250; approving a uniform emergency aid agreement template for the provision of aid by Denton Municipal Electric to other electric utilities and for other electric utilities' provision of aid to Denton Municipal Electric, in times of widespread system outages caused by weather, natural disaster, or equipment failure; authorizing the City Manager, or designee, to execute the aid agreement as needed and provide notification to City Council and the Public Utilities Board; authorizing the expenditure of funds therefor; and providing an effective date.

### **3. ITEMS FOR INDIVIDUAL CONSIDERATION**

**A. PUB23-120** Consider approval of the July 24, 2023, minutes.

**Board Member Plock moved to recommend approval of agenda item 3A. Motion seconded by Board Member Russell; motion carried.**

**YES (4): Chair Susan Parker Vice Chair Billy Cheek, Barbara Russell, and Thomas Plock  
NO (0):**

**B. PUB23-028** Consider recommending approval of the Solid Waste and Recycling Fiscal Year 2023-24 Operating and Capital Budget.

Aimee Kaslik gave the presentation regarding the Operating and Capital Budget. There were no questions by the Board Members.

**Board Member Cheek moved to recommend approval of agenda item 3B. Motion seconded by Board Member Plock; motion carried.**

**YES (4): Chair Susan Parker Vice Chair Billy Cheek, Barbara Russell, and Thomas Plock  
NO (0):**

**C. PUB23-029** Consider recommending approval of the Water Fiscal Year 2023-24 Operating and Capital Budget.

Aimee Kaslik gave the presentation regarding the Operating and Capital Budget. There were no questions by the Board Members.

**Board Member Plock moved to recommend approval of agenda item 3C. Motion seconded by Board Member Russell; motion carried.**

**YES (4): Chair Susan Parker Vice Chair Billy Cheek, Barbara Russell, and Thomas Plock  
NO (0):**

**D. PUB23-030** Consider recommending approval of the Wastewater Fiscal Year 2023-24 Operating and Capital Budget.

Aimee Kaslik gave the presentation regarding the Operating and Capital Budget. There were no questions by the Board Members.

**Board Member Russell moved to recommend approval of agenda item 3D. Motion seconded by Board Member Plock; motion carried.**

**YES (4): Chair Susan Parker Vice Chair Billy Cheek, Barbara Russell, and Thomas Plock  
NO (0):**

**E. PUB23-031** Consider recommending approval of the Electric Fiscal Year 2023-24 Operating and Capital Budget.

Aimee Kaslik gave the presentation regarding the Operating and Capital Budget. There were no questions by the Board Members.

**Board Member Cheek moved to recommend approval of agenda item 3E. Motion seconded by Board Member Plock; motion carried.**

**YES (4): Chair Susan Parker Vice Chair Billy Cheek, Barbara Russell, and Thomas Plock  
NO (0):**

**F. PUB23-032** Consider recommending approval of the Customer Service Fiscal Year 2023-24 Operating and Capital Budget.

Aimee Kaslik gave the presentation regarding the Operating and Capital Budget. There were no questions by the Board Members.

**Board Member Plock moved to recommend approval of agenda item 3F. Motion seconded by Board Member Russell; motion carried.**

**YES (4): Chair Susan Parker Vice Chair Billy Cheek, Barbara Russell, and Thomas Plock  
NO (0):**

**G. PUB23-140** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Oscar Renda Contracting, Inc., for the construction and movement of public water/wastewater utilities in support of the Texas Department of Transportation's I-35 widening from the I-35 Split to US-380 for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7968-004 - awarded to Oscar Renda Contracting, Inc., in the not-to-exceed amount of \$18,064,385.85).

Cole Tankersley gave the presentation regarding the I-35 project. There were questions by the Board Members that staff answered.

**Board Member Russell moved to recommend approval of agenda item 3G. Motion seconded by Board Member Plock; motion carried.**

**YES (4): Chair Susan Parker Vice Chair Billy Cheek, Barbara Russell, and Thomas Plock  
NO (0):**

**H. PUB23-151** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Sundt Construction, Inc., for the Bonnie Brae Phase 3 Widening and Reconstruction Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8094-1 - awarded to Sundt Construction, Inc., in the not-to-exceed amount of \$40,318,845.47).

Robin Davis gave the presentation regarding this project. There were questions by the Board Members that staff answered.

**Board Member Plock moved to recommend approval of agenda item 3H. Motion seconded by Board Member Cheek; motion carried.**

**YES (4): Chair Susan Parker Vice Chair Billy Cheek, Barbara Russell, and Thomas Plock  
NO (0):**

**I. PUB23-137 Management Reports**

1. Electric DEC Dashboard May 2023 with Informal Staff Report
2. Winter Storm Uri Update
3. Future Agenda Items
4. New Business Action Items

**4. CONCLUDING ITEMS**

Board Member Russell – When other companies attach service lines to the electric poles and leave the lines dangling, can we do something about this. Terry Naulty gave some information but will bring back more information.

With no further business, the meeting was adjourned at 9:28 AM.

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**SUSAN PARKER  
CHAIR  
CITY OF DENTON, TEXAS**

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**KIM MANKIN  
UTILITIES ADMIN MANAGER  
CITY OF DENTON, TEXAS**

Minutes approved on: August 28, 2023.



# City of Denton

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215 E. McKinney St.  
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## Legislation Text

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**File #: PUB23-153, Version: 1**

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### **AGENDA CAPTION**

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Stella-Jones Corporation, for the supply of wood utility poles for the Denton Municipal Electric to be stocked in the Warehouse; providing for the expenditure of funds therefor; and providing an effective date (IFB 8252 - awarded to Stella-Jones Corporation, for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$8,250,000.00).



# City of Denton

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## AGENDA INFORMATION SHEET

**DEPARTMENT:** Procurement  
**ACM:** Cassey Ogden  
**DATE:** August 28, 2023

### **SUBJECT**

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Stella-Jones Corporation, for the supply of wood utility poles for the Denton Municipal Electric to be stocked in the Warehouse; providing for the expenditure of funds therefor; and providing an effective date (IFB 8252 – awarded to Stella-Jones Corporation, for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$8,250,000.00).

### **STRATEGIC ALIGNMENT**

This action supports Key Focus Area: Enhance Infrastructure and Mobility.

### **INFORMATION/BACKGROUND**

This proposal is for a contract to supply wood utility poles used by Denton Municipal Electric (DME) to construct, operate, maintain facilities, and provide electric service to new customers. The items are stocked by the Warehouse and used as needed. The current contract is set to expire in September 2023. During the contract term, approximately \$3,000,000 has been spent, with the price increasing by 80 percent. The proposed not-to-exceed amount of \$8,250,000 accounts for the price increase, upcoming projects, and allows for a contingency should prices continue to rise.

Invitations to Bids were sent to 48 prospective suppliers of this item, including two (2) Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Two (2) bids were received, with one (1) responding to all lines. The lowest bid was received by Stella-Jones Corporation.

NIGP Code Used for Solicitation:	<b>540 – Lumber, Siding, and Related Products</b>
Notifications sent for Solicitation sent in IonWave:	48
Number of Suppliers that viewed Solicitation in IonWave:	12
HUB-Historically Underutilized Business Invitations sent out:	9
SBE-Small Business Enterprise Invitations sent out:	23
Responses from Solicitation:	2
Responses Meeting Specifications:	1

## **RECOMMENDATION**

Award a contract to Stella-Jones Corporation, for the supply of wood utility poles for DME, a three (3) year, with the option for two (2) additional one (1) year extensions, for a total five (5) year not-to-exceed amount of \$8,250,000.

## **PRINCIPAL PLACE OF BUSINESS**

Stella-Jones Corporation  
Tacoma, WA

## **ESTIMATED SCHEDULE OF PROJECT**

This is a three (3) year contract with options to extend the contract for two (2) additional one (1) year periods, with all terms and conditions remaining the same.

## **FISCAL INFORMATION**

These items will be funded from the Warehouse Working Capital account 800100.6801 and charged back to the using department. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is \$8,250,000. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

## **EXHIBITS**

Exhibit 1: Agenda Information Sheet  
Exhibit 2: Presentation  
Exhibit 3: Ordinance and Contract

Respectfully submitted:  
Lori Hewell, 940-349-7100  
Purchasing Manager

For information concerning this acquisition, contact: Kolby Johnson, 940-349-7597.

Legal point of contact: Marcella Lunn at 940-349-8333.



# **Contract for Wood Utility Poles - 8252**

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**Randy Key**

**Electric Engineering Supervisor**

**Electric Engineering**

**8/28/2023**

PUB23-153



# Wood Utility Pole Needs

- Used by Denton Municipal Electric (DME) for existing pole replacements, emergency pole replacements, new installations, and routine maintenance.
- Stored at the DME campus on Spencer Dr, and managed by DMEs Planning and Logistics.
- Current wood utility pole contract (6813) is expiring and out of funding.
- The NTE for 8252 was determined by the following:
  - Past year's usage
  - Priority pole replacement job replacing 1,600 poles
  - Recent price increases averaging 80% higher
  - Growth projections and upcoming developments including Hunter and Cole Ranch
  - Contingency for future price increases



# Spend Authority for Wood Utility Poles.

Project Description	Estimated 5-Year Expenditure
Contract Year 1	\$1,650,000
Contract Year 2	\$1,650,000
Contract Year 3	\$1,650,000
Adder year 1	\$1,650,000
Adder year 2	\$1,650,000
Total	\$8,250,000

- DME recommends approving this contract with Stella Jones.



August 28, 2023

PUB23-153

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# Questions?

**Randy Key**

**Electric Engineering Supervisor**



August 28, 2023

PUB23-153

4

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STELLA-JONES CORPORATION, FOR THE SUPPLY OF WOOD UTILITY POLES FOR THE DENTON MUNICIPAL ELECTRIC TO BE STOCKED IN THE WAREHOUSE; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (IFB 8252 – AWARDED TO STELLA-JONES CORPORATION, FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$8,250,000.00).

WHEREAS, the City has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described bids are the lowest responsible bids for the materials, equipment, supplies, or services as shown in the “Bid Proposals” submitted therefore; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following competitive bids for the materials, equipment, supplies, or services as described in the “Bid Invitations”, “Bid Proposals”, or plans and specifications on file in the Office of the City’s Purchasing Agent filed according to the bid number assigned hereto, are hereby accepted and approved as being the lowest responsible bids:

<u>BID NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8252	Stella-Jones Corporation	\$8,250,000.00

SECTION 2. That by the acceptance and approval of the above competitive bids the City accepts the offer of the persons submitting the bids for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Bid Invitations, Bid Proposals, and related documents.

SECTION 3. Should the City and the winning bidder(s) wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the bids, the City Manager, or their designated representative, is hereby authorized to execute a written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Bid Proposal and related documents, and to extend that contract as determined to be advantageous to the City of Denton.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. 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 [\_\_\_ - \_\_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
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:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____


PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

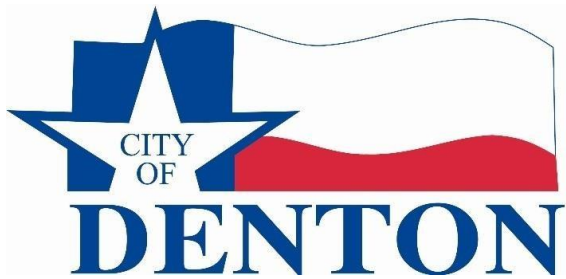
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:  \_\_\_\_\_  
Digitally signed by Marcella Lunn  
DN: cn=Marcella Lunn, o,  
ou=City of Denton,  
email=marcella.lunn@cityofde  
nton.com, c=US  
Date: 2023.08.18 10:18:53  
-05'00'



Docusign City Council Transmittal Coversheet

IFB	8252
File Name	Wood Poles
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND STELLA-JONES CORPORATION  
(Contract # 8252)**

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, by and between **STELLA-JONES CORPORATION** a DELAWARE Corporation whose address is 1640 Marc Avenue, Tacoma, Washington 98421 hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

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

**SCOPE OF SERVICES**

Contractor shall provide products in accordance with the City's IFB# 8252 – WOOD POLES, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) City of Denton's IFB #8252 (**Exhibit "B" on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) City of Denton Insurance Requirements (**Exhibit "D"**);
- (e) Certificate of Interested Parties Electronic Filing (**Exhibit "E"**);
- (f) Contractor's Proposal. (**Exhibit "F"**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "G"**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**Prohibition on Contracts with Companies Boycotting Israel**

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

STELLA-JONES CORPORATION

DocuSigned by:  
BY: Kevin Comerford  
AUTHORIZED SIGNATURE

Printed Name: Kevin Comerford

Title: Vice President

253-572-3033

PHONE NUMBER

KComerford@stella-jones.com

EMAIL ADDRESS

2023-1025814

TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: \_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

DocuSigned by:  
BY: Marcella Luna  
4B070831B4AA438...

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

DocuSigned by:  
Antonio Puente  
E3760944C2BF4B5...  
SIGNATURE

Antonio Puente  
PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

## **Exhibit A**

### **Special Terms and Conditions**

#### **1. The Quantities**

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

#### **2. Product Changes During Contract Term**

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com), with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

#### **3. Authorized Distributor**

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton, and make available the manufacturer's representative as needed by the City.

#### **4. Contract Terms**

The contract term will be three (3) years, effective from date of award. The City and the Contractor shall have the option to renew this contract for an additional two (2) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Contractor's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

#### **5. Price Escalation and De-escalation**

On Contractor's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Pricing will be reviewed on an annual basis for changes in the Contractor's cost components for manufacturing and delivering wood poles to the City. The major cost components include wood, preservative, manufacturing, and freight. It is understood that Contractor's actual costs for these cost components may fluctuate over time and that pricing will be escalated or de-escalated accordingly

Contractor price escalation/de-escalation requests must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification

for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

#### **6. Total Contract Amount**

The contract total shall not exceed \$8,250,000. Pricing shall be per Exhibit F attached.

#### **7. Delivery Lead Time**

Products or services will be delivered 28-42 days after the receipt of order from the City.

**Exhibit C**  
**City of Denton**  
**Standard Purchase Terms and Conditions**

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

**6. DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

**7. RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

**8. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

**9. PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

## **10. WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

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C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**Immigration:** The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

**11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**Environmental Protection:** The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

## **12. INVOICES:**

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

**B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

**13. PAYMENT:**

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

**B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

**14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Contractor 8252

the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

**15. FINAL PAYMENT AND CLOSE-OUT:**

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

**18. SUBCONTRACTORS:**

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in

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writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

#### **19. WARRANTY-PRICE:**

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

**20. WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

**21. WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

**22. WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above Contract 8252

standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

**23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

**24. RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**25. STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**26. DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

**27. TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

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**28. TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**29. FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**30. DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS,**  
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**EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

**A. General Requirements:**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:  
City of Denton  
Materials Management Department  
901B Texas Street  
Denton, Texas 76209
- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.
- xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

**35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

**36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

**37. CONFIDENTIALITY:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**38. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees

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to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission,

percentage, brokerage or contingent fee.

**42. GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

**44. INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

**45. ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed

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merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

**46. WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**47. MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**48. INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**49. DISPUTE RESOLUTION:**

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

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participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**50. JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**51. INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**52. HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

**53. SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, Contract 8252

or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

## **55. EQUAL OPPORTUNITY**

**A. Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

**B. Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

## **56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

**B.** The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

**C.** The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

**D.** The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Contract 8252

Certificate".

**57. RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

**58. LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

**59. PREVAILING WAGE RATES:** The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website [www.wdol.gov](http://www.wdol.gov) for Denton County, Texas (WD-2509).

**60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

**61. FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

**62. DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

Contract 8252

**64. FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

**65. NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

**66. NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

**67. RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

**Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.**

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Contractor terms and conditions**

## Exhibit D

### INSURANCE REQUIREMENTS

*Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

#### STANDARD PROVISIONS:

***Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.***

***As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A+ or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents,

Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$500,000.00 per occurrence and \$1,000,000.00 general aggregate.

**B. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE**

**Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$100,000.00 Each Accident

Bodily Injury by Disease: \$100,000.00 Each Employee

Bodily Injury by Disease: \$500,000,000.00 Policy Limit

**NOTES:**

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

**C. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$500,000.00 per occurrence.

**NOTE:**

- a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

**SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

**Exhibit E**  
**Certificate of Interested Parties Electronic Filing**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

**Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.**

The contractor shall:

1. Log onto the State Ethics Commission Website at :  
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line.  
(EX: **Contract 8252 – Form 1295**)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

<b>1</b>	<b>SUPPLY OF WOOD POLES - Quantities are estimates.</b>  Delivery is required within 30 days ARO. Please include estimated delivery on pricing.  <b>Prices</b> shall include all charges for freight, F.O.B. to specified delivery location		
<b>2</b>	<b>35 FT. CLASS 3</b>  Quantity: <u>50</u> UOM: <u>EA</u> Price: <span style="border: 1px solid black; padding: 2px;">\$570.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$28,500.00</span>		
<b>3</b>	<b>Alternate: Unit Price for RUS M-20 Drilling</b>  Quantity: <u>50</u> UOM: <u>EA</u> Price: <span style="border: 1px solid black; padding: 2px;">\$570.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$28,500.00</span>		
<b>4</b>	<b>Estimated Delivery ARO (Calendar Days)</b>  Quantity: <u>1</u> UOM: <u>DAYS</u> Price: <span style="border: 1px solid black; padding: 2px;">\$30.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$30.00</span> Supplier Notes: <span style="border: 1px solid black; padding: 2px;">28-42 Days</span>		
<b>5</b>	<b>40 FT. CLASS 3</b>  Quantity: <u>50</u> UOM: <u>EA</u> Price: <span style="border: 1px solid black; padding: 2px;">\$708.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$35,400.00</span>		

**6** Alternate: Unit Price for RUS M-20 DrillingQuantity: 50 UOM: EA Price:  Total: Supplier Notes: **7** Estimated Delivery ARO (Calendar Days)Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: **8** 40 FT. CLASS 1Quantity: 30 UOM: EA Price:  Total: **9** Alternate: Unit Price for RUS M-20 DrillingQuantity: 30 UOM: EA Price:  Total: Supplier Notes: **10** Estimated Delivery ARO (Calendar Days)Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: **11** 45 FT. CLASS 1Quantity: 120 UOM: EA Price:  Total: **12** Alternate: Unit Price for RUS M-20 DrillingQuantity: 120 UOM: EA Price:  Total: Supplier Notes: **13** Estimated Delivery ARO (Calendar Days)Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: **14** 45 FT. CLASS 3Quantity: 30 UOM: EA Price:  Total: **15** Alternate: Unit Price for RUS M-20 DrillingQuantity: 30 UOM: EA Price:  Total: Supplier Notes: **16** Estimated Delivery ARO (Calendar Days)Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: **17** 50 FT. CLASS 1Quantity: 200 UOM: EA Price:  Total:

**1  
8**

Alternate: Unit Price for RUS M-20 Drilling

Quantity: 200 UOM: EA Price:  Total: Supplier Notes: 28-42 Days**1  
9**

Estimated Delivery ARO (Calendar Days)

Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: 28-42 Days**2  
0**

50 FT CLASS H1

Quantity: 1 UOM: EA Price:  Total: **2  
1**

Alternate: Unit Price for RUS M-20 Drilling

Quantity: 1 UOM: EA Price:  Total: Supplier Notes: 28-42 Days**2  
2**

Estimated Delivery ARO (Calendar Days)

Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: 28-42 Days**2  
3**

50 FT. CLASS H2

Quantity: 1 UOM: EA Price:  Total: **2  
4**

Alternate: Unit Price for RUS M-20 Drilling

Quantity: 1 UOM: EA Price:  Total: Supplier Notes: 28-42 Days**2  
5**

Estimated Delivery ARO (Calendar Days)

Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: 28-42 Days**2  
6**

55 FT. CLASS 1

Quantity: 50 UOM: EA Price:  Total: **2  
7**

Alternate: Unit Price for RUS M-20 Drilling

Quantity: 50 UOM: EA Price:  Total: Supplier Notes: 28-42 Days**2  
8**

Estimated Delivery ARO (Calendar Days)

Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: 28-42 Days**2  
9**

55 FT CLASS H1

Quantity: 1 UOM: EA Price:  Total:

**30**

Alternate: Unit Price for RUS M-20 Drilling

Quantity: 1 UOM: EA Price:  Total: Supplier Notes: **31**

Estimated Delivery ARO (Calendar Days)

Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: **32**

55 FT. CLASS H2

Quantity: 1 UOM: EA Price:  Total: **33**

Alternate: Unit Price for RUS M-20 Drilling

Quantity: 1 UOM: EA Price:  Total: Supplier Notes: **34**

Estimated Delivery ARO (Calendar Days)

Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: **35**

60 FT. CLASS 1

Quantity: 25 UOM: EA Price:  Total: **36**

Alternate: Unit Price for RUS M-20 Drilling

Quantity: 25 UOM: EA Price:  Total: Supplier Notes: **37**

Estimated Delivery ARO (Calendar Days)

Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: **38**

65 FT. CLASS 1

Quantity: 4 UOM: EA Price:  Total: **39**

Alternate: Unit Price for RUS M-20 Drilling

Quantity: 4 UOM: EA Price:  Total: Supplier Notes: **40**

Estimated Delivery ARO (Calendar Days)

Quantity: 1 UOM: DAYS Price:  Total: Supplier Notes: **41**

65 FT. CLASS H1

Quantity: 1 UOM: EA Price:  Total:

<b>42</b>	Alternate: Unit Price for RUS M-20 Drilling	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,978.00"/>	Total: <input type="text" value="\$2,978.00"/>
	Supplier Notes: <input type="text" value="28-42 Days"/>			
<b>43</b>	Estimated Delivery ARO (Calendar Days)	Quantity: <u>  1  </u> UOM: <u>DAYS</u>	Price: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
	Supplier Notes: <input type="text" value="28-42 Days"/>			
<b>44</b>	65 FT. CLASS H2	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,347.00"/>	Total: <input type="text" value="\$3,347.00"/>
<b>45</b>	Alternate: Unit Price for RUS M-20 Drilling	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,347.00"/>	Total: <input type="text" value="\$3,347.00"/>
	Supplier Notes: <input type="text" value="28-42 Days"/>			
<b>46</b>	Estimated Delivery ARO (Calendar Days)	Quantity: <u>  1  </u> UOM: <u>DAYS</u>	Price: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
	Supplier Notes: <input type="text" value="28-42 Days"/>			
<b>47</b>	70 FT. CLASS 1	Quantity: <u>  4  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,318.00"/>	Total: <input type="text" value="\$13,272.00"/>
<b>48</b>	Alternate: Unit Price for RUS M-20 Drilling	Quantity: <u>  4  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,318.00"/>	Total: <input type="text" value="\$13,272.00"/>
	Supplier Notes: <input type="text" value="28-42 Days"/>			
<b>49</b>	Estimated Delivery ARO (Calendar Days)	Quantity: <u>  1  </u> UOM: <u>DAYS</u>	Price: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
	Supplier Notes: <input type="text" value="28-42 Days"/>			
<b>50</b>	70 FT. CLASS H1	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,575.00"/>	Total: <input type="text" value="\$3,575.00"/>
<b>51</b>	Alternate: Unit Price for RUS M-20 Drilling	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,575.00"/>	Total: <input type="text" value="\$3,575.00"/>
	Supplier Notes: <input type="text" value="28-42 Days"/>			
<b>52</b>	Estimated Delivery ARO (Calendar Days)	Quantity: <u>  1  </u> UOM: <u>DAYS</u>	Price: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
	Supplier Notes: <input type="text" value="28-42 Days"/>			
<b>53</b>	70 FT. CLASS H2	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$4,038.00"/>	Total: <input type="text" value="\$4,038.00"/>

**54**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:  Total: Supplier Notes: **55**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:  Total: Supplier Notes: **56**

75 FT. CLASS 1

Quantity:   1   UOM: EA Price:  Total: **57**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:  Total: Supplier Notes: **58**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:  Total: Supplier Notes: **59**

75 FT. CLASS H1

Quantity:   1   UOM: EA Price:  Total: **60**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:  Total: Supplier Notes: **61**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:  Total: Supplier Notes: **62**

75 FT. CLASS H2

Quantity:   1   UOM: EA Price:  Total: **63**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:  Total: Supplier Notes: **64**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:  Total: Supplier Notes: **65**

75 FT. CLASS H3

Quantity:   1   UOM: EA Price:  Total:

**66**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:  Total: Supplier Notes: **67**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:  Total: Supplier Notes: **68**

80 FT. CLASS 1

Quantity:   1   UOM: EA Price:  Total: **69**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:  Total: Supplier Notes: **70**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:  Total: Supplier Notes: **71**

80 FT. CLASS H1

Quantity:   1   UOM: EA Price:  Total: **72**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:  Total: Supplier Notes: **73**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:  Total: Supplier Notes: **74**

80 FT. CLASS H2

Quantity:   1   UOM: EA Price:  Total: **75**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:  Total: Supplier Notes: **76**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:  Total: Supplier Notes: **77**

85 FT. CLASS 1

Quantity:   1   UOM: EA Price:  Total:

**7  
8**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:          \$5,411.00          Total:          \$5,411.00         Supplier Notes: 28-42 Days**7  
9**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:          \$30.00          Total:          \$30.00         Supplier Notes: 28-42 Days**8  
0**

85 FT. CLASS H1

Quantity:   1   UOM: EA Price:          \$5,712.00          Total:          \$5,712.00         **8  
1**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:          \$5,712.00          Total:          \$5,712.00         Supplier Notes: 28-42 Days**8  
2**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:          \$30.00          Total:          \$30.00         Supplier Notes: 28-42 Days**8  
3**

85 FT. CLASS H2

Quantity:   1   UOM: EA Price:          \$6,413.00          Total:          \$6,413.00         **8  
4**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:          \$6,413.00          Total:          \$6,413.00         Supplier Notes: 28-42 Days**8  
5**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:          \$30.00          Total:          \$30.00         Supplier Notes: 28-42 Days**8  
6**

90 FT. CLASS 1

Quantity:   1   UOM: EA Price:          \$5,929.00          Total:          \$5,929.00         **8  
7**

Alternate: Unit Price for RUS M-20 Drilling

Quantity:   1   UOM: EA Price:          \$5,929.00          Total:          \$5,929.00         Supplier Notes: 28-42 Days**8  
8**

Estimated Delivery ARO (Calendar Days)

Quantity:   1   UOM: DAYS Price:          \$30.00          Total:          \$30.00         Supplier Notes: 28-42 Days**8  
9**

90 FT. CLASS H1

Quantity:   1   UOM: EA Price:          \$6,181.00          Total:          \$6,181.00

**90**

Alternate: Unit Price for RUS M-20 Drilling

Quantity: 1 UOM: EA Price: \$6,181.00 Total: \$6,181.00Supplier Notes: 28-42 Days**91**

Estimated Delivery ARO (Calendar Days)

Quantity: 1 UOM: DAYS Price: \$30.00 Total: \$30.00Supplier Notes: 28-42 Days**92**

90 FT. CLASS H2

Quantity: 1 UOM: EA Price: \$6,986.00 Total: \$6,986.00**93**

Alternate: Unit Price for RUS M-20 Drilling

Quantity: 1 UOM: EA Price: \$6,986.00 Total: \$6,986.00Supplier Notes: 28-42 Days**94**

Estimated Delivery ARO (Calendar Days)

Quantity: 1 UOM: DAYS Price: \$30.00 Total: \$30.00Supplier Notes: 28-42 Days**95**

Optional Adder to hand pick the strongest and straightest poles for shipment: \$\_\_\_\_\_ per pole.

Quantity: 1 UOM: ea

Item Notes:

DME requests that the manufacturer submit an optional price adder that will cover the costs of having a qualified pole inspector to hand-pick the straightest and strongest poles out of the plant's pole stack for each shipment of poles to be delivered to DME.

**No Bid****Response Total: \$1,627,650.00**

**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.**

STELLA-JONES CORPORATION

**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 7<sup>th</sup> 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.**

Not applicable

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.

Stella Jones does not have any relationship with any government officer working for the City of Denton

**4 ☒ I have no Conflict of Interest to disclose.****5**

DocuSigned by:

Kevin Comerford

8/11/2023

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 3<sup>rd</sup> 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: 09D8937665064CEC87425E364A3FFF09

Status: Sent

Subject: Please DocuSign: City Council Contract 8252 Wood Poles

Source Envelope:

Document Pages: 40

Signatures: 4

Certificate Pages: 6

Initials: 1

AutoNav: Enabled

Envelope Stamping: Enabled

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

Envelope Originator:

Christa Christian

901B Texas Street

Denton, TX 76209

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

**Record Tracking**

Status: Original

8/4/2023 11:01:47 AM

Holder: Christa Christian

Christa.Christian@cityofdenton.com

Location: DocuSign

**Signer Events**

Christa Christian

christa.christian@cityofdenton.com

Purchasing Supervisor

City of Denton

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**Signature****Completed**

Using IP Address: 198.49.140.10

**Timestamp**

Sent: 8/4/2023 11:05:53 AM

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Signed: 8/4/2023 11:06:35 AM

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 DocuSignSignature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

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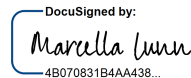
Signed: 8/4/2023 3:13:01 PM

Marcella Lunn

marcella.lunn@cityofdenton.com

Mack Reinwand City Attorney

City of Denton

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSignSignature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

Sent: 8/4/2023 3:13:04 PM

Viewed: 8/11/2023 12:58:18 PM

Signed: 8/11/2023 1:07:10 PM

Kevin Comerford

KComerford@stella-jones.com

Vice President

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 165.225.242.166

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Signed: 8/11/2023 4:39:25 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/11/2023 4:29:25 PM  
ID: 5b10a428-b766-49df-b4bb-6970f6b552da

Signer Events	Signature	Timestamp
<p>Antonio Puente</p> <p>Antonio.Puente@cityofdenton.com</p> <p>DME General Manager</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 8/11/2023 5:09:56 PM  ID: 33320b74-bb7d-47be-85b1-b3b5eb6f4371</p>	<p>DocuSigned by:    E3760944C2BF4B5...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 174.244.21.102  Signed using mobile</p>	<p>Sent: 8/11/2023 4:39:29 PM</p> <p>Viewed: 8/11/2023 5:09:56 PM</p> <p>Signed: 8/11/2023 5:10:18 PM</p>
<p>Cheyenne Defee</p> <p>cheyenne.defee@cityofdenton.com</p> <p>Procurement Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		<p>Sent: 8/11/2023 5:10:22 PM</p>
<p>Sara Hensley</p> <p>sara.hensley@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Jesus Salazar</p> <p>jesus.salazar@cityofdenton.com</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 8/14/2023 9:26:49 AM  ID: 427f968a-029d-4f52-95bb-be4778935ccc</p>		

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
<p>Cheyenne Defee</p> <p>cheyenne.defee@cityofdenton.com</p> <p>Procurement Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 8/4/2023 11:06:38 AM</p>

Carbon Copy Events	Status	Timestamp
<p>Phil Agnelli PAgnelli@stella-jones.com Contract and Product Development Manager Stella-Jones Corporation Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 8/27/2018 5:25:39 PM ID: 7396d752-bb0f-49bf-aa87-75d5223073c6</p>	COPIED	<p>Sent: 8/11/2023 1:17:52 PM Viewed: 8/11/2023 6:29:59 PM</p>
<p>Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 8/11/2023 5:10:21 PM Viewed: 8/14/2023 11:33:59 AM</p>
<p>City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Randy Key randy.key@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 6/1/2023 1:48:55 PM ID: af2d4141-f189-4fb4-9652-5df8274dc821</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2023 11:05:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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### **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](mailto: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](mailto: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](mailto: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](mailto: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"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** PUB23-154, **Version:** 1

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### **AGENDA CAPTION**

Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates and fees for Solid Waste and Recycling Collection service; repealing Ordinance No. 22-1855; providing for a repealer; providing for a severability clause; and providing an effective date.



# City of Denton

City Hall  
215 E. McKinney Street  
Denton, Texas  
[www.cityofdenton.com](http://www.cityofdenton.com)

## AGENDA INFORMATION SHEET

**DEPARTMENT:** Finance

**DCM:** Cassey Ogden

**DATE:** August 28, 2023

### **SUBJECT**

Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates and fees for Solid Waste and Recycling Collection service; repealing Ordinance No. 22-1855 providing for a repealer; providing for a severability clause; and providing an effective date.

### **BACKGROUND**

The proposed Fiscal Year 2023-24 Solid Waste and Recycling Operating Budget and CIP was presented to Public Utilities Board (PUB) on June 26, July 10, and August 14, 2023.

**The following summarizes the proposed changes:**

- Implement a Recycling Cart fee of \$15.00 for each cart in excess of two (2) per residential service location.
- Limit bags placed outside of the cart to no more than five (5) weekly, weighing no more than 50 pounds each.
- Clarify that dishwashers are not considered an appliance or an electronic device for the purposes of this ordinance.
- Require waste, related to residential remodeling, in excess of four (4) cubic yards be placed in a cart or roll-off container (contracted through the City of Denton) to be collected.
- Implement a Cart Change Fee of \$50.00.
- Remove fee for the disposal of clean concrete at the landfill to offset expenses at the landfill for road creation and fill.
- Remove fee for whole tree stumps as these are not accepted at the landfill.
- Increase fee for unbagged grass from \$25.00 to \$30.00.
- Increase fee for brush from \$30.00 to \$35.00 for City of Denton customers and from \$35.00 to \$40.00 for non-City of Denton customers.

### **RECOMMENDATION**

Staff recommends the PUB approve the Fiscal Year 2023-24 Solid Waste and Recycling Rates.

### **ESTIMATED SCHEDULE OF PROJECT**

Adoption of the budget and rates is scheduled for September 26, 2023.

**PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

The proposed Solid Waste and Recycling Fiscal Year 2023-24 Operating and Capital Budget was approved by PUB on August 14, 2024. City Council reviewed the Fiscal Year 2023-24 Operating Budget and Rates during the July 18 and August 5, 2022, meetings.

**EXHIBITS**

1. Agenda Information Sheet
2. Wastewater Red Line Rate Ordinance
3. Wastewater Rate Ordinance

Respectfully submitted:  
Aimee Kaslik  
Interim Finance Director  
940-349-7899

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES FOR SOLID WASTE AND RECYCLING COLLECTION SERVICE; REPEALING ORDINANCE NO. 19-2523; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. The charges for Solid Waste and Recycling collection services as established as follows:

**SOLID WASTE AND RECYCLING RATE SCHEDULES**

Residential Refuse and Recycling Collection Services	2
Commercial Refuse and Recycling Collection Services	3
Processing and Disposal Services	4
Solid Waste and Recycling Services Definitions	6

## RESIDENTIAL REFUSE & RECYCLING COLLECTION SERVICES

(Effective ~~10/01/22~~ 10/01/23)

Units/Accounts eligible for Residential collection services accounts are defined as: A single-family detached dwelling unit, each unit of a duplex, triplex, or quadraplex, or any single unit or living space in which an individual or single family resides. Residential collection services are not available to residents of apartments, dormitories, or other multifamily housing units.

Carts are collected weekly on a date and at a time assigned by the City of Denton. All refuse must be contained and secured within a plastic bag prior to deposit within the refuse cart and the lid must be fully closed. Recycling materials shall not be bagged when placed in the recycling cart and the lid must be fully closed. Bags outside of the cart are limited to no more than five, weighing no more than \_\_\_\_\_ each. All carts must be placed at the curb by 7:00 a.m. on the scheduled collection day. Residential accounts are billed monthly.

To receive any residential service, a resident shall contact Customer Service a minimum of one business day prior to their scheduled collection day.

### Residential Collection Services Within City Limits

65 Gallon Refuse & Recycling Cart

95 Gallon Refuse & Recycling Cart

Additional Large Cart

Additional Recycling Cart (each cart in excess of 2)

Bag Outside Cart Fee – limit to no more than five (5) weekly, weighing no more than 50 pounds each.

### Monthly Rate

\$20.51

\$25.04

\$16.57

\$15.00

\$5.00

### Residential Collection Services Outside City Limits

65 Gallon Refuse & Recycling Cart

95 Gallon Refuse & Recycling Cart

Additional Large Cart

Additional Recycling Cart (each cart in excess of 2)

Bag Outside Cart Fee - limit to no more than five (5) weekly, weighing no more than 50 pounds each.

### Monthly Rate

\$30.69

\$32.00

\$16.57

\$15.00

\$5.00

### Residential Service Fees

Bulk Waste Collection – per item, in excess of 2 items per collection  
Items must be called in to receive this rate

Brush Collection – per staff hour, in excess of 4 cubic yards

Appliances and Electronics Collection (per item) Dishwashers are not considered an appliance or an electronic device for the purposes of this ordinance

Residential Remodeling – per CY – (4 CY maximum)– this includes excess bulk at the curb in excess of what was called in. Waste in excess of 4 CY

### Fee

\$5.00

\$75.00

\$20.00

\$25.00

must be placed in a cart or roll-off container (contracted through the City of Denton) ~~in order to be collected.~~

Yard Waste Cart – per cart purchase

Cart ~~change-out~~change-out fee – for the next service day

\$20.00
\$50.00

## COMMERCIAL REFUSE AND RECYCLING COLLECTION SERVICES

(Effective ~~10/01/22~~ 10/01/23)

New commercial business development and redevelopment will be provided commercial refuse and recycling services as outlined in the Denton Development Code and Site Plan Criteria Manual.

Persuant to the City of Denton Code of Ordinances, Chapter 24, the City of Denton is the exclusive provider of commercial refuse service in the City of Denton.

Refuse and recyclables will be collected in city provided or city-approved containers only.

Persuant to the City of Denton Code of Ordinances, Chapter 24, the City of Denton is a provider of commercial recycling service in the City of Denton. Operators may contract with any provider to collect, transport, and process their recyclable material.

Only recyclable materials accepted by the City shall be deposited in the City's recycling containers. The owner/manager of all commercial businesses is responsible for notifying their employees/personnel of proper recycling procedures.

### Refuse & Recycling Rates

#### Commercial Cart Service

One Pair Refuse & Recycling Carts

\$33.25

Additional Refuse Cart

\$19.75

Additional Recycling Cart

\$15.00

#### Front Load and Side Load Refuse Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	\$74.16	\$148.32	\$222.48	\$296.64	\$370.80	\$444.96
4 CY	\$98.88	\$197.76	\$296.64	\$395.52	\$494.40	\$593.28
6 CY	\$148.32	\$296.64	\$444.96	\$593.28	\$741.60	\$889.92
8 CY	\$197.76	\$395.52	\$593.28	\$791.04	\$988.80	\$1,186.56

#### Front Load and Side Load Recycling Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	\$63.78	\$127.56	\$191.34	\$255.12	\$318.90	\$382.68
4 CY	\$85.04	\$170.08	\$255.12	\$340.16	\$425.20	\$510.24
6 CY	\$127.56	\$255.12	\$382.68	\$510.24	\$637.80	\$765.36
8 CY	\$170.07	\$340.14	\$510.21	\$680.28	\$850.35	\$1,020.42

Valet Shared Service Rates	\$24.70
Tier 1 – Offices and Residential	\$74.16
Tier 2 – Small Retail Stores and Bars (no food)	\$148.75
Tier 3 – Large Retail Stores, Bars (with food), and Small Restaurants	\$289.50
Tier 4 – Medium Sized Restaurants (limited service)	\$460.00
Tier 5 – Large Sized Restaurants (full service)	

### **Compactor Rates**

Front Load Compactor Service (Per CY)	\$74.16
30 Cubic Yard Self Contained Compactor	\$448.95
42 Cubic Yard Stationary Compactor	\$645.75
Container Service Fee (Each Haul)	\$275.00

### **Roll-Off Container Rates**

Container Rental (Monthly)	\$167.08
Container Service Fee (Each Haul)	\$275.00

### **Commercial Organics Collection Service**

Monthly Service Fee (3 CY 1 x week)	\$374.13
Extra Empty	\$240.00

### **Commercial Service Fees**

Delivery•Relocation•Inaccessible•Extra Empty•Exchange	\$75.00
Same Day Service Fee	\$50.00
Dumpster Lock Installation (one-time fee)	\$20.00
Temporary Container Service Rental Fee Per Month	\$80.00
Temporary Container Service Per Empty Fee	\$120.00
Damaged Containers	Repl. Cost
Bulk Waste Collection – Trip Fee	\$20.00
Bulk Waste Collection – Per Item Collection Fee	\$5.00
Yard Waste Service – Per Staff Hour (with a 15 minute minimum charge)	\$75.00/hour

## PROCESSING AND DISPOSAL SERVICES

(Effective ~~10/01/22~~ 10/01/23)

### Landfill Rates (per ton)

	Per Ton
Gate Rate (City of Denton Residents/Businesses)	\$44.00
Gate Rate (Non-Denton Residents/Businesses)	\$48.00
City Hauled Disposal Rate (Open Top & Compactors)	\$40.00
City of Denton Department Rate	\$24.50
Sludge, Dewatered	\$60.00
Clean Concrete, <del>Asphalt, Brick, or Dirt (if needed)</del>	<del>\$22.00</del>
Special Waste (must be pre-approved by City of Denton)	Varies

Minimum Charge (per load)	<del>\$2530.25</del> 00
After Hour Fee	\$120.00
(First) Unsecured Loads	\$25.00
(Subsequent) Unsecured Loads	30.00
Electronics per item	\$10.00
Appliances per item	\$10.00
RFID Replacement Card	\$25.00
Weight Ticket Rate (Non-City of Denton vehicle)	\$5.00
Live Load fee – Minimum 15-minute charge (per hour)	\$75.00
Construction & Demolition (Resident & Nonresident) (per ton)	\$65.00
Shingles Rate (per ton)	\$125.00

### Cubic Yardage Rates (in event of scale outage)

Uncompacted MSW (per CY)	\$7.50
Compacted MSW (per CY)	\$14.50

### Brush and Green Waste

	Per Ton
<del>Whole tree stumps</del>	<del>\$50.00</del>
City of Denton Customer- Unbagged grass, leaves, and brush ≤ 12'- bagged material is not accepted	<del>\$25</del> 30.00
Brush > 12'	<del>\$30</del> 35.00
Non-City of Denton Customer- Brush Rate	<del>\$35</del> 40.00

## SOLID WASTE AND RECYCLING SERVICES DEFINITIONS AND ADDITIONAL DETAILS

(Effective ~~10/01/22~~ 10/01/23)

### Household Hazardous Waste

Residential and multi-family household chemicals should not be placed in refuse or recycling containers. These waste materials include pesticides, herbicides, cleaning chemicals, paints, oils, etc. Residents shall contact Customer Service to schedule curbside collection. The chemicals should be kept in their original containers and placed where requested by the Customer Service staff. Residents may also dispose of household hazardous waste at the City's Home Chemical Center located at 1527 S. Mayhill Rd. during operational hours. Household hazardous waste may not be left for disposal while the facility is closed or unattended

### Residential Brush Collection

4 cubic yards of brush will be collected at no charge by contacting Customer Service to schedule a collection. Accumulations in excess of 4 cubic yards will be assessed a collection fee equivalent to the hourly labor and equipment cost to collect the material. The collection fee will be assessed in 15-minute increments with a minimum charge of 15 minute.

### Electronic Equipment

Televisions, monitors, video displays, laptops, similar electronic devices, and certain appliances containing CRT, LED, LCD, plasma, and other electronic displays will be charged fees for the collection, processing, recycling, and disposal of these items. Dishwashers are not included within this definition.

### Residential Remodeling

Residential remodeling materials include, but are not limited to; lumber, brick, fencing, drywall, and other construction materials. No materials shall exceed 8 feet in length. If the customer has over 4 cubic yards of remodeling materials for collection, the customer is required to utilize a City refuse container of adequate size to contain the materials and maintain a collection service frequency of at least once per month.

### Special Event – Clearstream Services

Clearstream containers are available for special events at no charge. they can be picked up and returned by the customer to the Solid Waste & Recycling administration office located at 1527 S. Mayhill Rd.

### Commercial Cart Collections

In areas where commercial cart collection service is available, small quantity waste generators may contract for weekly cart service. All refuse must be placed in the cart, and the cart set out for collection no later than 7:00 a.m. on the scheduled collection day.

#### Commercial Delivery / Relocation / Inaccessible / Exchange Fee / Extra Service

A fee will be charged for container delivery, relocation, inaccessibility, exchange, or extra collection services.

#### Shared Commercial Services

The Director of Solid Waste may designate certain commercial containers as shared containers for use by multiple commercial customers. Shared container rates include a range of costs. The rate assigned may vary and fluctuate according to waste and recycling volumes and frequency of service.

#### Commercial Bulky Waste Collection

Commercial bulky waste is bulk material (furniture, mattresses, etc.) placed outside the dumpster or roll-off container sited at a commercial account holder's service location. Bulk waste set for disposal at commercial businesses may be collected by the City of Denton if the property owner, business owners, and/or account holder schedules a collection. A trip charge and per item fee is assessed for all collections.

#### Commercial Service Requirements

Equipment Uses - All equipment furnished by the City shall at all times be considered the property of the City, and not private property. Customers shall not modify the equipment or use it for any purpose other than as set forth herein. The City shall repair, as necessary, the equipment furnished. The customer, however, agrees to be solely responsible for any damages to or loss of equipment resulting from any negligent acts or misuse by the customer, customer's agents, employees, or invitees. The City may temporarily replace the size and/or type of equipment contracted with one or more pieces of equipment of equivalent capacity for the purposes of repairing the equipment. Customer agrees that the equipment is in the customer's care, custody, and control at all times.

#### Gate Rate

All persons delivering material to the City of Denton Landfill are subject to a fee for the disposal or beneficial reuse of said material. City of Denton residents and businesses qualify for the City gate rate by providing proof of residency. Clean mixed paper, cardboard, steel and aluminum cans, glass bottles, and plastics #1-7 delivered to the recycling facility exclusively for recycling are not assessed a fee.

### Special Wastes

Acceptance of special waste is subject to Federal and State laws and regulations. The City of Denton has the right to refuse to accept or collect special waste at ~~their~~its discretion. Charges for the collection and disposal of special waste, approved by the Director of Solid Waste and Recycling, will be established based on the type of special waste, the regulatory requirements, and the cost of service for collection and disposal of the waste.

### Unsecured Loads

In compliance with Texas Transportation Code, Title 7, Chapter 725, Sec. 725.021(c), solid waste loads that are not adequately secured/tarped to prevent the material from spilling will be charged an Unsecured Load Fee and be provided a tarp and four bungie cords for the first time. Each Subsequent Load will assess an additional charge.

### Radio Frequency Identification (RFID) Replacement Card

All 3rd party contracted haulers utilizing the unattended lane at the City of Denton Landfill are issued ~~a~~an RFID card. The first card will be provided by the City; however, if a replacement card is required, a fee will be assessed to issue a new card Landfill Surcharge

The State of Texas assesses a landfill surcharge (30 Texas Administrative Code 330.602), the surcharge is a ~~pass-through~~pass-through charge collected on behalf of the State of Texas. Any additional assessment or fees established by a governmental entity will be added to the disposal rates and assessed on all waste delivered to the landfill.

### Contracted Commercial Disposal Rates

The Denton City Council may, at its sole discretion, approve service contracts with commercial waste haulers for disposal services at the City of Denton's landfill facility located at 1527 S. Mayhill Rd.

### Miscellaneous

~~Should a~~Any ~~other~~ fees ~~and/or~~ charges ~~be~~ established by ~~any other~~ authorized governmental entity ~~and applicable to the customer or the services of the customer; those fees and/or charges will be a~~ pass-through fee to the customer and added to the monthly rate stated hereinabove ~~in order that the City shall recover those additional costs from the customer.~~

### Indemnification and Hold Harmless

Customer shall defend, indemnify and hold the City harmless from any and all claims at the service location, and any and all claims made by any other person having an interest in the property situated at the service location, for any loss, damage, or deterioration of the pavement, surface, subsurface materials, or similar facilities at the service location by reason of use thereof by the City's trucks that are used to service the equipment. Customer further agrees to release, indemnify, defend and hold harmless the City of Denton, Texas, from and against any and all claims of

damages related to the furnishing of solid waste and recycling services performed by the City in servicing single- and multi-family living facilities as well as commercial entities.

**SECTION 2.** The Director of Solid Waste and Recycling of the City of Denton, or designee, is hereby authorized to deny the use of the City of Denton landfill to any customer who provides false information regarding the origin of, or the composition of the solid waste delivered for disposal to the landfill; or for safety violations committed by a customer within the landfill; or for non-compliance with verbal and written instructions provided to the customer by Solid Waste and Recycling Department personnel at the landfill; or for nonpayment of delinquent funds owed by the customer to the City of Denton, Texas; or for any violation of the law committed by the customer within the landfill; or for any non-compliance by the customer with the Texas Commission on Environmental Quality regulations or policies; or for any non-compliance by the customer with the City of Denton's Code of Ordinances or rules; or for any violation of the written landfill rules by the customer as posted by the Solid Waste and Recycling Department at the entrances to the landfill, from time to time.

**SECTION 3.** It is in the public interest that the provisions of Sections 26-3, 26-4, 26-5, 26-7, 26-8(a), and 26-9 of Article I of Chapter 26 of the City of Denton Code of Ordinances shall expressly apply to City of Denton Solid Waste and Recycling services.

**SECTION 4.** Ordinance ~~19-252322-1855~~ is hereby repealed. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

**SECTION 5.** If any section, subsection, paragraph, sentence, clause, phrase, or word in this ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

**SECTION 6.** This ordinance shall become effective, charged, and applied to all solid waste and recycling services rendered by the City of Denton on and after October 1, ~~2021~~2023; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

The motion to approve this Ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_; the 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:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2023.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES FOR SOLID WASTE AND RECYCLING COLLECTION SERVICE; REPEALING ORDINANCE NO. 22-1855; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. The rates, fees, and charges for Solid Waste and Recycling collection services as established as follows:

**SOLID WASTE AND RECYCLING RATE SCHEDULES**

Residential Refuse and Recycling Collection Services	2
Commercial Refuse and Recycling Collection Services	3
Processing and Disposal Services	4
Solid Waste and Recycling Services Definitions	6

## RESIDENTIAL REFUSE & RECYCLING COLLECTION SERVICES

(Effective 10/01/23)

Units/Accounts eligible for Residential collection services accounts are defined as: A single-family detached dwelling unit, each unit of a duplex, triplex, or quadraplex, or any single unit or living space in which an individual or single family resides. Residential collection services are not available to residents of apartments, dormitories, or other multifamily housing units.

Carts are collected weekly on a date and at a time assigned by the City of Denton. All refuse must be contained and secured within a plastic bag prior to deposit within the refuse cart and the lid must be fully closed. Recycling materials shall not be bagged when placed in the recycling cart and the lid must be fully closed.. All carts must be placed at the curb by 7:00 a.m. on the scheduled collection day. Residential accounts are billed monthly.

To receive any residential service, a resident shall contact Customer Service a minimum of one business day prior to their scheduled collection day.

### Residential Collection Services Within City Limits

65 Gallon Refuse & Recycling Cart	Monthly Rate
95 Gallon Refuse & Recycling Cart	\$20.51
Additional Large Cart	\$25.04
Additional Recycling Cart (each cart in excess of 2)	\$16.57
Bag Outside Cart Fee – limit to no more than five (5) weekly, weighing no more than 50 pounds each.	\$15.00
	\$5.00

### Residential Collection Services Outside City Limits

65 Gallon Refuse & Recycling Cart	Monthly Rate
95 Gallon Refuse & Recycling Cart	\$30.69
Additional Large Cart	\$32.00
Additional Recycling Cart (each cart in excess of 2)	\$16.57
Bag Outside Cart Fee - limit to no more than five (5) weekly, weighing no more than 50 pounds each.	\$15.00
	\$5.00

### Residential Service Fees

Bulk Waste Collection – per item, in excess of 2 items per collection Items must be called in to receive this rate	Fee
Brush Collection – per staff hour, in excess of 4 cubic yards	\$5.00
Appliances and Electronics Collection (per item) Dishwashers are <b>not</b> considered an appliance or an electronic device for the purposes of this ordinance	\$75.00
Residential Remodeling – per CY – (4 CY maximum)– this includes excess bulk at the curb in excess of what was called in. Waste in excess of 4 CY must be placed in a cart or roll-off container (contracted through the City of Denton) to be collected.	\$20.00
	\$25.00

Yard Waste Cart – per cart purchase  
Cart change-out fee – for the next service day

\$20.00
\$50.00

## COMMERCIAL REFUSE AND RECYCLING COLLECTION SERVICES

(Effective 10/01/23)

New commercial business development and redevelopment will be provided commercial refuse and recycling services as outlined in the Denton Development Code and Site Plan Criteria Manual.

Persuant to the City of Denton Code of Ordinances, Chapter 24, the City of Denton is the exclusive provider of commercial refuse service in the City of Denton.

Refuse and recyclables will be collected in city provided or city-approved containers only.

Persuant to the City of Denton Code of Ordinances, Chapter 24, the City of Denton is a provider of commercial recycling service in the City of Denton. Operators may contract with any provider to collect, transport, and process their recyclable material.

Only recyclable materials accepted by the City shall be deposited in the City's recycling containers. The owner/manager of all commercial businesses is responsible for notifying their employees/personnel of proper recycling procedures.

### Refuse & Recycling Rates

#### Commercial Cart Service

One Pair Refuse & Recycling Carts

\$33.25

Additional Refuse Cart

\$19.75

Additional Recycling Cart

\$15.00

#### Front Load and Side Load Refuse Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	\$74.16	\$148.32	\$222.48	\$296.64	\$370.80	\$444.96
4 CY	\$98.88	\$197.76	\$296.64	\$395.52	\$494.40	\$593.28
6 CY	\$148.32	\$296.64	\$444.96	\$593.28	\$741.60	\$889.92
8 CY	\$197.76	\$395.52	\$593.28	\$791.04	\$988.80	\$1,186.56

#### Front Load and Side Load Recycling Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	\$63.78	\$127.56	\$191.34	\$255.12	\$318.90	\$382.68
4 CY	\$85.04	\$170.08	\$255.12	\$340.16	\$425.20	\$510.24
6 CY	\$127.56	\$255.12	\$382.68	\$510.24	\$637.80	\$765.36
8 CY	\$170.07	\$340.14	\$510.21	\$680.28	\$850.35	\$1,020.42

Valet Shared Service Rates	\$24.70
Tier 1 – Offices and Residential	\$74.16
Tier 2 – Small Retail Stores and Bars (no food)	\$148.75
Tier 3 – Large Retail Stores, Bars (with food), and Small Restaurants	\$289.50
Tier 4 – Medium Sized Restaurants (limited service)	\$460.00
Tier 5 – Large Sized Restaurants (full service)	

### **Compactor Rates**

Front Load Compactor Service (Per CY)	\$74.16
30 Cubic Yard Self Contained Compactor	\$448.95
42 Cubic Yard Stationary Compactor	\$645.75
Container Service Fee (Each Haul)	\$275.00

### **Roll-Off Container Rates**

Container Rental (Monthly)	\$167.08
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## PROCESSING AND DISPOSAL SERVICES

(Effective 10/01/23)

### Landfill Rates (per ton)

	Per Ton
Gate Rate (City of Denton Residents/Businesses)	\$44.00
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City Hauled Disposal Rate (Open Top & Compactors)	\$40.00
City of Denton Department Rate	\$24.50
Sludge, Dewatered	\$60.00
Clean Concrete	\$22.00
Special Waste (must be pre-approved by City of Denton)	Varies

Minimum Charge (per load)	\$2500
After Hour Fee	\$120.00
(First) Unsecured Loads	\$25.00
(Subsequent) Unsecured Loads	30.00
Electronics per item	\$10.00
Appliances per item	\$10.00
RFID Replacement Card	\$25.00
Weight Ticket Rate (Non-City of Denton vehicle)	\$5.00
Live Load fee – Minimum 15-minute charge (per hour)	\$75.00
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Uncompacted MSW (per CY)	\$7.50
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	Per Ton
City of Denton Customer- Unbagged grass, leaves, and brush $\leq$ 12'- bagged material is not accepted	\$30.00
Brush > 12'	\$35.00
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## **SOLID WASTE AND RECYCLING SERVICES DEFINITIONS AND ADDITIONAL DETAILS**

(Effective 10/01/23)

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### Gate Rate

All persons delivering material to the City of Denton Landfill are subject to a fee for the disposal or beneficial reuse of said material. City of Denton residents and businesses qualify for the City gate rate by providing proof of residency. Clean mixed paper, cardboard, steel and aluminum cans, glass bottles, and plastics #1-7 delivered to the recycling facility exclusively for recycling are not assessed a fee.

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### Unsecured Loads

In compliance with Texas Transportation Code, Title 7, Chapter 725, Sec. 725.021(c), solid waste loads that are not adequately secured/tarped to prevent the material from spilling will be charged an Unsecured Load Fee and be provided a tarp and four bungie cords for the first time. Each Subsequent Load will assess an additional charge.

### Radio Frequency Identification (RFID) Replacement Card

All 3rd party contracted haulers utilizing the unattended lane at the City of Denton Landfill are issued an RFID card. The first card will be provided by the City; however, if a replacement card is required, a fee will be assessed to issue a new card

The State of Texas assesses a landfill surcharge (30 Texas Administrative Code 330.602), the surcharge is a pass-through charge collected on behalf of the State of Texas. Any additional assessment or fees established by a governmental entity will be added to the disposal rates and assessed on all waste delivered to the landfill.

### Contracted Commercial Disposal Rates

The Denton City Council may, at its sole discretion, approve service contracts with commercial waste haulers for disposal services at the City of Denton's landfill facility located at 1527 S. Mayhill Rd.

### Miscellaneous

Any fees or charges established by an authorized governmental entity and applicable to the customer or the services of the customer will be a pass-through fee to the customer and added to the monthly rate stated hereinabove.

### Indemnification and Hold Harmless

Customer shall defend, indemnify and hold the City harmless from any and all claims at the service location, and any and all claims made by any other person having an interest in the property situated at the service location, for any loss, damage, or deterioration of the pavement, surface, subsurface materials, or similar facilities at the service location by reason of use thereof by the City's trucks that are used to service the equipment. Customer further agrees to release, indemnify, defend and hold harmless the City of Denton, Texas, from and against any and all claims of

damages related to the furnishing of solid waste and recycling services performed by the City in servicing single- and multi-family living facilities as well as commercial entities.

SECTION 2. The Director of Solid Waste and Recycling of the City of Denton, or designee, is hereby authorized to deny the use of the City of Denton landfill to any customer who provides false information regarding the origin of, or the composition of the solid waste delivered for disposal to the landfill; or for safety violations committed by a customer within the landfill; or for non-compliance with verbal and written instructions provided to the customer by Solid Waste and Recycling Department personnel at the landfill; or for nonpayment of delinquent funds owed by the customer to the City of Denton, Texas; or for any violation of the law committed by the customer within the landfill; or for any non-compliance by the customer with the Texas Commission on Environmental Quality regulations or policies; or for any non-compliance by the customer with the City of Denton's Code of Ordinances or rules; or for any violation of the written landfill rules by the customer as posted by the Solid Waste and Recycling Department at the entrances to the landfill, from time to time.

SECTION 3. It is in the public interest that the provisions of Sections 26-3, 26-4, 26-5, 26-7, 26-8(a), and 26-9 of Article I of Chapter 26 of the City of Denton Code of Ordinances shall expressly apply to City of Denton Solid Waste and Recycling services.

SECTION 4. Ordinance 22-1855 is hereby repealed. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase, or word in this ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 6. This ordinance shall become effective, charged, and applied to all solid waste and recycling services rendered by the City of Denton on and after October 1, 2023; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

The motion to approve this Ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_; the 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:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_



# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** PUB23-156, **Version:** 1

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### **AGENDA CAPTION**

Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the schedule of rates and fees for Wastewater service; repealing Ordinance No. 22-1857; providing for a repealer; providing for a severability clause; and providing an effective date.



# City of Denton

City Hall  
215 E. McKinney Street  
Denton, Texas  
www.cityofdenton.com

## AGENDA INFORMATION SHEET

**DEPARTMENT:** Finance

**DCM:** Cassey Ogden

**DATE:** August 28, 2023

### **SUBJECT**

Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the schedule of rates and fees for Wastewater service; repealing Ordinance No. 22-1857; providing for a repealer; providing for a severability clause; and, providing an effective date.

### **BACKGROUND**

The proposed Fiscal Year 2023-24 Wastewater Operating Budget and CIP was presented to Public Utilities Board (PUB) on July 10 and August 14, 2023.

**The following summarizes the proposed changes:**

- Implement an 11% rate increase for wastewater facility and usage charges.
- Remove fee for Dyno Dirt Overs
- Remove fee for Dyno Deco Color Mulch

### **RECOMMENDATION**

Staff recommends the PUB approve the Fiscal Year 2023-24 Wastewater Rates.

### **ESTIMATED SCHEDULE OF PROJECT**

Adoption of the budget and rates is scheduled for September 26, 2023.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

The proposed Wastewater Fiscal Year 2023-24 Operating and Capital Budget was approved by PUB on August 14, 2024. City Council reviewed the Fiscal Year 2023-25 Operating Budget and Rates during the July 18 and August 5, 2022, meetings.

### **EXHIBITS**

1. Agenda Information Sheet
2. Wastewater Red Line Rate Ordinance
3. Wastewater Rate Ordinance

Respectfully submitted:  
Aimee Kaslik  
Interim Finance Director  
940-349-7899

ORDINANCE NO. ~~2022~~ 2023

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE SCHEDULE OF RATES AND FEES FOR WASTEWATER SERVICE; REPEALING ORDINANCE NO. ~~21-211322-1857~~; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Rate Schedules for wastewater service as provided for in Chapter 26 of the Code of Ordinances are established as follows:

**WASTEWATER RATE SCHEDULES**

SR	Residential Wastewater Service	3
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SEE	Equipment Services Facilities and Restaurants & Food Service Establishments Wastewater Service	19
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SGE	Sale of Treated Wastewater Effluent	24
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CWM	DYNO Dirt Products	28
<del>GBL</del>	<del>Grass, Brush, and Leaves</del>	<del>30</del>
ST	Wastewater Tap and Manhole Fees	<del>31</del> 30

	STE	Treated Effluent Wastewater Tap Fees	<del>32</del> <u>31</u>
	OSSF	On-Site Sewage Facility Permit Fees	<del>33</del> <u>32</u>
	SWP	Collection and Transportation Services Permit	<del>34</del> <u>34</u>
	SD	Storm Drainage Fees	<del>37</del> <u>36</u>
	SDI	Stormwater Reinspection Fee	<del>39</del> <u>38</u>
		Special Facilities Rider	<del>40</del> <u>39</u>

#### OTHER TERMS AND ACRONYMS USED IN RATE SCHEDULES:

**Categorical User:** An industrial user subject to pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405—471.

## SCHEDULE SR

### RESIDENTIAL WASTEWATER SERVICE

(Effective ~~10/01/22~~ 10/01/23)

#### APPLICATION

Applicable for single-family residential service, and individually metered apartments or mobile homes or multi-family facilities with less than four (4) units with or without City of Denton, Texas water service.

Not applicable for sub-billing or other similar user.

#### MONTHLY RATES (SR) – INSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE

- |     |                 |  |
|-----|-----------------|--|
| (1) | Facility Charge | \$ <del>11.00</del> <u>12.21</u> /bill                 |
| (2) | Volume Charge   | \$ <del>3.80</del> <u>4.22</u> /1,000 gallons effluent |

#### MONTHLY RATES (SRO) – OUTSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE

- |     |                 |  |
|-----|-----------------|--|
| (1) | Facility Charge | \$ <del>12.75</del> <u>14.15</u> /bill                 |
| (2) | Volume Charge   | \$ <del>4.40</del> <u>4.88</u> /1,000 gallons effluent |

Except as otherwise stated in this schedule, wastewater volume is calculated based upon a current winter Average Daily Usage, established annually during the previous billing months of December through February, and based upon 100% of actual water consumption during those months. The average daily usage may be calculated using as few as two months where using three months is not feasible or is not an accurate reflection of use (for example, usage was greater one month due to a leak). The Average Daily Usage thus calculated establishes the wastewater volume charge for each subsequent month, through the following February. The calculated wastewater billed volumes will be capped at a maximum of 18,000 gallons/bill.

For customers without an established winter Average Daily Usage water consumption billing history derived from the preceding billing months of December through February, wastewater volume for each billing month through the following February shall be calculated at 100% of 5,400 gallons.

#### MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

#### VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

With a current Average Daily Usage, billings from March through February of the following year shall be based on the average daily usage calculated using the following formula:

$$\frac{\text{Current Average Daily Usage}}{1,000} \times \text{Rate per 1,000 gallons}$$

For customers without an established current Average Daily Usage, billings shall be based on 100% of 5,400 gallons.

$$\frac{5,400 \text{ Gallons}}{1,000} \times \text{Rate per 1,000 gallons}$$

#### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

#### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

#### MONTHLY RATES (SRNI/SRNO) - WITHOUT CITY OF DENTON WATER SERVICE

	<b>SRNI</b> Inside Corporate <u>Limits</u>	<b>SRNO</b> Outside Corporate <u>Limits</u>
(1) Facility Charge	<del>\$11.00</del> 12.21/bill	<del>\$12.75</del> 14.15/bill
(2) Volume Charge	<del>\$3.80</del> 4.22/1,000 gals	<del>\$4.40</del> 4.88/1,000 gals

The customer shall pay a minimum Volume Charge on the established billable volume of five-thousand (5,000) gallons per month.

#### MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge plus five thousand (5,000) gallons of wastewater.

#### VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

The billing for the wastewater volume shall be based on the minimum wastewater volume (5,000 gallons) during the billing period.

$$\frac{\text{Minimum Wastewater Volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

Wastewater volumes will be capped at a maximum of 18,000 gallons/bill.

## PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## SCHEDULE SMH

### MOBILE HOME PARK WASTEWATER SERVICE

(Effective ~~10/01/22~~ 10/01/23)

#### APPLICATION

Applicable for mobile home parks that are master water metered to provide residential wastewater service. Wastewater service is billed based on the customer's winter average water usage.

Also applicable for wastewater service without City of Denton water service, in the event the mobile home park does not have a master meter for wastewater. Wastewater service is billed on the average residential wastewater volume per customer.

Not applicable for sub-billing or other similar utility billing by service user .

#### MONTHLY RATE (SMH) - WITH CITY OF DENTON WATER SERVICE

- (1) Facility Charge    \$~~26.50~~29.42/bill
- (2) Volume Charge    \$~~3.80~~4.22/1,000 gallons effluent

#### MONTHLY RATE (SMHO) – OUTSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE

- (1) Facility Charge    \$~~30.50~~33.86/bill
- (2) Volume Charge    \$~~4.40~~4.88/1,000 gallons effluent

Except as otherwise stated in this schedule, wastewater volume is calculated based upon a current winter Average Daily Usage, established annually during the previous billing months of December through February, and based upon 100% of actual water consumption during those months. The average daily usage may be calculated using as few as two months where using three months is not feasible or is not an accurate reflection of use (for example, usage was greater one month due to a leak). The Average Daily Usage thus calculated establishes the wastewater Volume Charge for each subsequent month, through the following February. The calculated wastewater billed volumes will be capped at a maximum of 18,000 gallons/bill.

For customers without an established winter Average Daily Usage water consumption billing history derived from the preceding billing months of December through February, wastewater volume for each billing month through the following February shall be calculated at the established billable volume (5,000 gallons per month per mobile home) for mobile home park customers not receiving water service.

### MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

### VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

With a current Average Daily Usage, billings through the following February shall be based on the average daily usage calculated using the following formula.

$$\frac{\text{Current Average Daily Usage}}{1,000} \times \text{Rate per 1,000 gallons}$$

For customers without an established winter Average Daily Usage, billings shall be based on the established billable volume of 5,000 gallons per mobile home per month.

$$\frac{\text{Established Billable Volume}}{1,000} \times \text{Rate per 1,000 gallons} \times \text{Number of Mobile Homes}$$

### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

### MONTHLY RATE (SMNI/SMNO) - WITHOUT CITY OF DENTON WATER SERVICE

	<b>SMNI</b> Inside Corporate <u>Limits</u>	<b>SMNO</b> Outside Corporate <u>Limits</u>
(1) Facility Charge	<del>\$26.50</del> <u>29.42</u> /bill	<del>\$30.50</del> <u>33.86</u> /bill
(2) Volume Charge	<del>\$3.80</del> <u>4.22</u> /1,000 gals	<del>\$4.40</del> <u>4.88</u> /1,000 gals

The customer shall pay a minimum Volume Charge on the established billable volume of five-thousand (5,000) gallons per month.

### MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge plus five-thousand (5,000) gallons of wastewater per mobile home

### VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

The billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period in a manner determined by the City where .

$$\frac{\text{Minimum Wastewater Volume}}{1,000} \times \text{Rate per 1,000 gallons} \times \text{Number of Mobile Homes}$$

### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## SCHEDULE SC

### COMMERCIAL AND INDUSTRIAL WASTEWATER SERVICE

(Effective ~~10/01/22~~ 10/01/23)

#### REGULAR COMMERCIAL

##### APPLICATION

Applicable to all general commercial and industrial wastewater service users and to all wastewater service users not otherwise specifically classified under a specialized class wastewater rate.

Also applicable to all commercial facilities not receiving metered water service from the City of Denton, including subdivisions and apartment buildings or complexes (that are not individually metered), or other commercial and industrial users, including other users that are a source of non-domestic discharge.

#### MONTHLY RATE (SC) - WITH CITY OF DENTON WATER SERVICE

- |     |                 |  |
|-----|-----------------|--|
| (1) | Facility Charge | \$ <del>26.50</del> <u>29.42</u> /bill                 |
| (2) | Volume Charge   | \$ <del>4.85</del> <u>5.38</u> /1,000 gallons effluent |

Billing based on ninety-five (95%) percent of monthly water consumption.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

#### PRETREATMENT/PROGRAM CHARGES

- |       |                              |  |
|-------|------------------------------|--|
| (SCA) | (1) Categorical Customer     | \$ <del>400.00</del> <u>444.00</u> /bill |
| (SCB) | (2) Non-categorical Customer | \$ <del>50.00</del> <u>55.50</u> /bill   |

#### SAMPLING AND ANALYSIS CHARGES

- |     |   |                      |
|-----|---|----------------------|
| (1) | Sampling charge per sample site (each)            | \$60.00              |
| (2) | Analysis charge (per test)                        | Actual cost per test |
| (3) | Violation demand sampling charge per sample site: |                      |
|     | Four-Part Grab                                    | \$170.00/each        |
|     | First Day of Composite Sampling                   | \$110.00             |
|     | Additional Day Composite Sampling                 | \$50.00/each         |

MONTHLY RATE (SCO) – OUTSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE

- |     |                 |  |
|-----|-----------------|--|
| (1) | Facility Charge | \$ <del>30.50</del> <u>33.86</u> /bill                 |
| (2) | Volume Charge   | \$ <del>5.50</del> <u>6.11</u> /1,000 gallons effluent |

Billing based on ninety-five (95%) percent of monthly water consumption.

MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the current billing period.

Formula:

$$\frac{\text{Water volume} \times .95}{1,000} \times \text{Rate per 1,000 gallons}$$

COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for commercial and industrial services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor     \$0.47 per pound of Biochemical Oxygen Demand (BOD)

   \$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$$

Where:

Cu	is the surcharge for user X.
Vu	is the billing volume per 1000 gallons for user X.
.00834	is the conversion factor
Bu	is the tested BOD level for user X or 250 mg/l, whichever is greater.
B	is the unit cost factor for treating one pound of BOD
Su	is the tested TSS level for user X or 250 mg/l, whichever is greater.
S	is the unit cost factor for treating one pound of TSS

## MONTHLY RATE (SCNI/SCNO) - WITHOUT CITY OF DENTON WATER SERVICE

	<b>SCNI</b>	<b>SCNO</b>
	Inside Corporate	Outside Corporate
	<u>Limits</u>	<u>Limits</u>
(1) Facility Charge	\$ <del>26.50</del> <u>29.42</u> /bill	\$ <del>30.50</del> <u>33.86</u> /bill
(2) Volume Charge	\$ <del>4.85</del> <u>5.38</u> /1,000 gals	\$ <del>5.50</del> <u>6.11</u> /1,000 gals

The minimum apartment Volume Charge will be for five-thousand (5,000) gallons per unit receiving wastewater service per month. Other commercial users will be billed on their estimated monthly wastewater volume.

### MINIMUM BILLING

The minimum amount that may be billed shall be in the following amounts:

(1) Facility Charge plus the cost of 5,000 gallons wastewater per unit receiving wastewater service.

or

(2) Facility Charge plus other commercial or industrial user estimated monthly wastewater volume if greater than 5,000 gallons.

### VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the current billing period.

Formula:

$$\frac{\text{Minimum wastewater volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

### PRETREATMENT/PROGRAM CHARGES (As applicable)

(SCOA) (1) Categorical Customer	\$ <del>400</del> <u>444.00</u> /bill
(SCOB) (2) Non-categorical Customer	\$ <del>50</del> <u>55.50</u> /bill

**SAMPLING AND ANALYSIS CHARGES (As applicable)**

- (1) Sampling charge per sample site (each) \$60.00
- (2) Analysis charge (per test) Actual cost per test
- (3) Violation demand sampling charge per sample site:  
Four-Part Grab \$170.00/each sample  
First Day of Composite Sampling \$110.00  
Additional Day Composite Sampling \$50.00/each sample

## COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for commercial and industrial services, there will be added to the net monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor	\$0.47 per pound of Biochemical Oxygen Demand (BOD) \$0.42 per pound of Total Suspended Solids (TSS)
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$$C_u = V_u \times .00834 ([Bu-250] B + [Su-250] S)$$

Where:

Cu	is the surcharge for user X.
Vu	is the billing volume per 1000 gallons for user X.
.00834	is the conversion factor
Bu	is the tested BOD level for user X or 250 mg/l, whichever is greater.
B	is the unit cost factor for treating one pound BOD.
Su	is the tested TSS level for user X or 250 mg/l, whichever is greater.
S	is the unit cost factor for treating one pound of TSS.

## PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## SCHEDULE SCD

### COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS), WATER FOR WASTEWATER BILLING (Effective ~~10/01/22~~10/01/23)

#### APPLICATION

Applicable to all commercial and industrial wastewater service users and to all wastewater service users not otherwise classified under this ordinance whose wastewater volume is measured by a water meter which measures the water which is returned into the wastewater collection and treatment system. The SCD sub-metered wastewater volumes are billed to the customer.

Not applicable for sub-billing or other similar utility billing by service ~~user-~~user.

#### MONTHLY RATE

(1) Facility Charge	<u>Billing Per Bill</u>
3/4" Meter	\$26.00
1" Meter	\$36.80
1-1/2" Meter	\$44.50
2" Meter	\$59.25
3" Meter	\$126.95
4" Meter	\$251.75
6" Meter	\$344.10
8" Meter	\$482.10
10" Meter	\$690.00
(2) Volume Charge	\$ <del>4.85</del> 5.38/1,000 gallons effluent

The wastewater billing is based on one-hundred (100%) percent of the actual water volume submetered.

#### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

#### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor      \$0.47 per pound of Biochemical Oxygen Demand (BOD)

\$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834([Bu-250] B + [Su-250] S)$$

Where: Cu is the surcharge for user X.  
Vu is the billing volume per 1000 gallons for user X.  
.00834 is the conversion factor  
Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.  
B is the unit cost factor for treating one pound of BOD.  
Su is the tested TSS level for user X or 250 mg/l, whichever is greater.  
S is the unit cost factor for treating one pound of TSS.

## VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Actual Water volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

### PRETREATMENT/PROGRAM CHARGES (As applicable)

(SCDA) (1) Categorical Customer      \$~~400~~444.00/bill

(SCDB) (2) Non-categorical Customer      \$~~50~~55.50/bill

### SAMPLING AND ANALYSIS CHARGES (As applicable)

(1) Sampling charge per sample site (each)      \$60.00

(2) Analysis charge (per test)      Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab \$170.00/each sample

First Day of Composite Sampling \$110.00

Additional Day Composite Sampling \$50.00/each sample

## SCHEDULE SCS

### COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS), WATER EXCLUDED FROM WASTEWATER BILLING (Effective ~~10/01/22~~10/01/23)

#### APPLICATION

Applicable to all commercial and industrial wastewater service users and to all wastewater service users not otherwise classified under this ordinance whose wastewater volume is calculated by a water meter which measures the water which is not returned into the wastewater collection and treatment system. The SCS sub-metered wastewater volumes are consumed in the customer's processes, not returned to the wastewater system, and are therefore excluded from the customer's wastewater billing volumes.

Not applicable for sub-billing or other similar utility billing by service ~~user-user~~.

#### MONTHLY RATE

(1) Facility Charge	<u>Billing Per Bill</u>
3/4" Meter	\$26.00
1" Meter	\$36.80
1-1/2" Meter	\$44.50
2" Meter	\$59.25
3" Meter	\$126.95
4" Meter	\$251.75
6" Meter	\$344.10
8" Meter	\$482.10
10" Meter	\$690.00

(2) Volume Charge – None

The wastewater billing exclusion is based on one-hundred (100%) percent of the actual water volume sub metered.

#### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

#### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## WASTEWATER SURCHARGE

In addition to the above charges for services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor      \$0.47 per pound of Biochemical Oxygen Demand (BOD)

\$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$$

Where:      Cu      is the surcharge for user X.  
             Vu      is the billing volume per 1000 gallons for user X.  
             .00834 is the conversion factor  
             Bu      is the tested BOD level for user X or 250 mg/l, whichever is greater.  
             B      is the unit cost factor for treating one pound of BOD.  
             Su      is the tested TSS level for user X or 250 mg/l, whichever is greater.  
             S      is the unit cost factor for treating one pound of TSS.

## VOLUME CHARGE EXCLUSION

The wastewater volume exclusion shall be based on the water volume calculated during the billing period. This sub-metered volume of water that is not returned into the wastewater collection and treatment system shall be subtracted from the master meter water volume prior to the wastewater billing volume calculation.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

## PRETREATMENT/PROGRAM CHARGES (As applicable)

| (SCSA) (1)    Categorical Customer      ~~\$400~~444.00/bill

| (SCSB) (2)    Non-categorical Customer      ~~\$50~~55.50/bill

## SAMPLING AND ANALYSIS CHARGES (As applicable)

(1) Sampling charge per sample site (each)      \$60.00

(2) Analysis charge (per test)      Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab \$170.00/each sample

First Day of Composite Sampling \$110.00

Additional Day Composite Sampling \$50.00/each sample

## SCHEDULE SCH

### SEPTAGE & CHEMICAL TOILET DISPOSAL AT THE PECAN CREEK WATER RECLAMATION PLANT SEPTAGE TRANSFER STATION (Effective ~~10/01/22~~10/01/23)

#### PERMIT REQUIRED

All persons owning or operating a vacuum truck, cesspool pump truck, liquid waste transport truck or other vehicle shall not service any septic tank, seepage pit, grease interceptor, grit trap/oil separator, or cesspool within City of Denton without first having received a valid transport truck discharge (TTD) permit.

#### APPLICATION

Applicable to all users of the Pecan Creek Water Reclamation Plant Septage Transfer Station. The user must sign the “Agreement for Disposal of Liquid Waste” and comply with the following requirements:

1. Division 3 of Article XII of Chapter 26 of the City of Denton Code of Ordinances, as may be amended from time to time.
2. Provide to the City: signed “Application for Permit” (City of Denton’s form), “Agreement for Disposal of Liquid Waste” documents(City of Denton’s forms), and provide a copy of the user’s current TCEQ Registration Certificate, current Insurance Certificate for each vehicle, and current Manager of Operations Driver’s License.
3. Comply with the City of Denton “Liquid Waste Hauler – Vehicle Inspection Audit” requirements.

City staff, after reviewing the permit application and agreement, and after conducting any necessary research, may issue the permit, issue the permit with conditions, or deny the issuance of the permit. The City will establish the number of permits to be issued. The City maintains the right to deny the disposal of wastes at the Septage Transfer Station when necessary to prevent adverse effects to the operations of the treatment facilities.

#### RATE

(1) Facility Charge	\$ <del>5.80</del> 6.44/bill
(2) Volume Charge	\$ <del>37.20</del> 41.29/1,000 gallons
(3) Application Fee	\$300.00/per calendar year
(4) Vehicle Permit Fee	\$300.00/per vehicle per calendar year
(5) Waste Manifests	\$40.00/per book of 100

### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

### PAYMENT

Application and Vehicle Permit fee is due in full before first disposal at Pecan Creek Water Reclamation Plant Septage Transfer Station. Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

### VOLUME CHARGE

Billing for the septage volume contained in the septage hauling tank, shall be based on the full tank volume only. For clarity, volumes discharged that are less than a tank will be billed as a whole tank.

### TERMS AND RENEWAL

Permits are issued annually, beginning Dec. 1, and are effective from Jan. 1 or the date of issuance, whichever is later, through Dec.31 of the same calendar year. The permit application process should be initiated, and fees should be paid as early as possible during the last quarter of each calendar year for the upcoming calendar year so that adequate time is available for review and processing of the application. Submittal of applications by Dec.1 will eliminate the possibility of permits being issued after Jan. 1. All permits issued under this schedule shall be valid for up to one calendar year from the date of issuance. All permits issued during each calendar year will expire on the last day of that calendar year.

## SCHEDULE SEE

### EQUIPMENT SERVICES FACILITIES AND RESTAURANTS & FOOD SERVICE ESTABLISHMENTS WASTEWATER SERVICE (Effective ~~10/01/22~~10/01/23)

#### APPLICATION

Applicable to facilities which perform washing, cleaning or servicing of automobiles, trucks, buses or similar equipment and are categorized by North American Industry Classification System (NAICS) numbers: 11111 (General Automotive Repair), 811114 (Specialized Automotive Repair), 811121 (Automotive Body, Paint, and Interior Repair and Maintenance),, 811122(Automotive Glass Replacement Shops),, 811191 (Automotive Oil Change and Lubrication Shops,811192 (Car Washes), 811198 (All Other Auto Repair and Maintenance) and other similar code classifications.

Applicable to all restaurants and food service establishments that prepare and serve food directly to customers and are categorized by NAICS numbers: 721110 (Hotels (except Casino Hotels) and Motels), 721191 (Bed-and-Breakfast Inns), 722310 (Food Service Contractors), 722320 (Caterers), , 722330 (Mobile Food Services), 722410 (Drinking Places), 722511 (Full-Service Restaurants), 722513 (Limited-Service Restaurants), 722514 (Cafeterias, Grill Buffets, and Buffets), 722515 (Snack and Nonalcoholic Beverage Bars) other similar code classifications.

#### MONTHLY RATE (SEE)

(1)	Facility Charge	\$ <del>26.50</del> 29.42/bill
(2)	Volume Charge	\$ <del>6.75</del> 7.49/1,000 gallons effluent

Billing based on ninety-five (95%) percent of monthly water consumption.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

#### PRETREATMENT / PROGRAM CHARGES (As Applicable)

(SEA) (1)	Categorical	\$ <del>400</del> 444.00/bill
(SEB) (2)	Non-categorical	\$ <del>50</del> 55.50/bill

The appropriate Pretreatment/Program charge will be applied if the customer is identified as either categorical or non-categorical. These charges are not to be applied if the customer is not designated as either a categorical or non-categorical customer.

#### SAMPLING/ANALYSIS CHARGES (As Applicable)

(1) Sampling charge per sample site (each)	\$60.00
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(2) Analysis charge (per test)      Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab \$170.00/each

First Day of Composite Sampling \$110.00

Additional Day Composite Sampling \$50.00/each

#### “SEE” RATE EXEMPTIONS

- (1) Customers under the SEE rate shall be charged the SC rate if only pre-wrapped and preprocessed foods are served from their premises and no food processing is performed on the premises so that only minimal organic material is discharged to the sanitary sewer. The exemption for the SEE class shall be determined by the City of Denton Environmental Health Services Food Inspection Division.
- (2) Customers under the SEE rates shall be charged the SC rate plus the applicable industrial surcharge if the customer:
  - (a) Installs a wastewater sampling manhole on the sanitary sewer discharge line;
  - (b) Agrees to pay for the City to sample and analyze, quarterly, or at the request of the user; more frequently for the purposes of averaging quarterly samples, the wastewater discharge for the following: Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), and Fats, Oils and Grease (FOG), based on the actual costs; and
  - (c) Agrees to pay, based on the industrial surcharge formula, a surcharge on all wastewater discharged that is in excess of 500 mg/l of BOD and 600 TSS as determined by the monitoring performed in Section 2(b).

#### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

#### WASTEWATER SURCHARGE

The wastewater surcharge calculation that applies to equipment services facilities and restaurant and food service establishments claiming the SEE exemption shall be based on the following formula:

Surcharge Unit Cost Factor      \$0.47 per pound of Biochemical Oxygen Demand (BOD)

\$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-500] B + [Su-600] S)$$

Where:

Cu	is the surcharge for user X.
Vu	is the billing volume per 1000 gallons for user X.
.00834	is the conversion factor
Bu	is the tested BOD level for user X or 500 mg/l, whichever is greater.
B	is the unit cost factor for treating one pound of BOD.
Su	is the tested TSS level for user X or 600 mg/l, whichever is greater.
S	is the unit cost factor for treating one pound of TSS.

### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

### VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Water volume} \times .95}{1,000} \times \text{Rate per 1,000 gallons}$$

## SCHEDULE SM

### METERED WASTEWATER INSIDE AND OUTSIDE CORPORATE LIMITS

(Effective ~~10/01/22~~ 10/01/23)

#### APPLICATION

Applicable to any wastewater service customer whose wastewater discharge is metered from a single customer location and not otherwise classified under this ordinance.

#### MONTHLY RATE

	<b>SMI</b> Inside Corporate <u>Limits</u>	<b>SMO</b> Outside Corporate <u>Limits</u>
--	---	--

(1) Facility Charge	<del>\$323</del> 359.53/bill	<del>\$361.50</del> 401.27/bill
(2) Volume Charge	<del>\$4.85</del> 5.38/1,000 gals	<del>\$5.50</del> 6.11/1,000 gals

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

(3) Pretreatment/Program Charge (As Applicable)

(SMA) (1) Categorical ~~\$400~~444.00/bill

(SMB) (2) Non-categorical ~~\$50~~55.50/bill

The appropriate Pretreatment/Program charge will be applied if the customer is identified as either categorical or non-categorical. The categorical and non-categorical classifications apply both inside and outside the corporate limits of the City of Denton. These charges are not to be applied if the customer is not designated as either a categorical or non-categorical customer by the wastewater utility staff.

#### SAMPLING/ANALYSIS CHARGE (As Applicable)

(1) Sampling charge per sample site (each) \$60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab \$170.00/each

First Day of Composite Sampling \$110.00

Additional Day Composite Sampling \$50.00/each

## WASTEWATER SURCHARGE

In addition to the above charges, there will be added to the monthly rate for metered wastewater, a surcharge based on the following formula:

Surcharge Unit Cost Factor      \$0.47 per pound of Biochemical Oxygen Demand (BOD)

\$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$$

Where:

Cu	is the surcharge for user X.
Vu	is the billing volume per 1000 gallons for user X.
Bu	is the tested BOD level for user X or 250 mg/l, whichever is greater.
.00834	is the conversion
B	is the unit cost factor for treating one pound of BOD.
Su	is the tested TSS level for user X or 250 mg/l, whichever is greater.
S	is the unit cost factor for treating one pound of TSS.

## MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge, plus the appropriate Pretreatment/Program Charge, if applicable

## PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Wastewater volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

## SCHEDULE SGE

### SALE OF TREATED WASTEWATER EFFLUENT

(Effective ~~10/01/22~~ 10/01/23)

#### APPLICATION

Applicable for sales of treated wastewater effluent to any municipal utility or approved private business. Useable for non-potable purposes only. Not intended for human consumption.

The resale of treated wastewater effluent is prohibited. Any use of treated wastewater effluent for non-potable purposes is prohibited.

#### PRODUCT AVAILABILITY

Wastewater effluent is available for resale only if volumes are available. Supplies may be limited or unavailable.

#### MONTHLY RATES

(1)	Facility Charge	<u>Per Bill</u>
3/4"	Meter	<del>\$22.60</del> <u>22.37</u>
1"	Meter	<del>\$32.00</del> <u>31.68</u>
1-1/2"	Meter	<del>\$38.70</del> <u>38.31</u>
2"	Meter	<del>\$51.50</del> <u>50.99</u>
3"	Meter	<del>\$110.40</del> <u>109.30</u>
4"	Meter	<del>\$218.90</del> <u>216.71</u>
6"	Meter	<del>\$299.20</del> <u>296.21</u>
8"	Meter	<del>\$419.20</del> <u>415.01</u>
10"	Meter	<del>\$600.00</del> <u>594.00</u>
(2)	Volume Charge	\$1. <del>50</del> <u>67</u> /1,000 gallons

#### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

#### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

#### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall

be provided subject to the Special Facilities Rider.

### VOLUME CHARGE

Billing for the wastewater volume shall be based on the effluent volume calculated during the billing period.

Formula:

$$\frac{\text{Effluent volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

## SCHEDULE SSC

### WHOLESALE WASTEWATER TREATMENT SERVICE FOR A GOVERNMENTAL AGENCY, DIVISION, OR SUBDIVISION

(Effective ~~10/01/22~~ 10/01/23)

#### APPLICATION

Applicable to any municipal corporation, or other governmental agency or subdivision which operates a wastewater collection system and contracts with the City of Denton for wastewater treatment service.

#### MONTHLY RATES

- |   |   |
|---|---|
| (1) Facility Charge                             | \$ <del>230.75</del> <u>256.13</u> /bill      |
| (2) Pretreatment/Program Charge (As Applicable) |   |
| (A) Categorical                                 | \$ <del>400.00</del> <u>444.00</u> /bill      |
| (B) Non-categorical                             | \$ <del>50.00</del> <u>55.50</u> /bill        |
| (3) Volume Charge                               | \$ <del>2.60</del> <u>2.89</u> /1,000 gallons |

Billing shall be based on one-hundred (100%) percent of actual gallons measured.

#### SAMPLING/ANALYSIS CHARGE (As Applicable)

- |   |                      |
|---|----------------------|
| (1) Sampling charge per sample site (each)            | \$60.00              |
| (2) Analysis charge (per test)                        | Actual cost per test |
| (3) Violation demand sampling charge per sample site: |                      |
| Four-Part Grab  | \$170.00/each        |
| First Day of Composite Sampling                       | \$110.00             |
| Additional Day Composite Sampling                     | \$50.00/each         |

#### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

## WHOLESALE SURCHARGE

In addition to the above charges for wholesale wastewater services, there will be added to the monthly rate an industrial surcharge based on the following formula:

Surcharge Unit Cost Factor      \$0.47 per pound of Biochemical Oxygen Demand (BOD)

\$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$$

Where:

- Cu      is the surcharge for user X.
- Vu      is the billing volume per 1000 gallons for user X.
- .00834 is the conversion factor
- Bu      is the tested BOD level for user X or 250 mg/l, whichever is greater.
- B      is the unit cost factor for treating one pound of BOD.
- Su      is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S      is the unit cost factor for treating one pound of TSS.

## PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Wastewater volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

## SCHEDULE CWM

### DYNO DIRT PRODUCTS (Effective ~~10/01/22~~ 10/01/23)

#### APPLICATION

Applicable to all customers, whether residential, commercial, or wholesale, which elect to acquire the City of Denton's Dyno Dirt products for their use. The City of Denton reserves the right to restrict or limit the sale of all Dyno Dirt products to any customer at any time.

#### RATES

Dyno Dirt products will be sold by volume on a cubic yardage basis, or in one cubic foot bags. Each bag of Dyno Dirt contains 1 cubic foot. Bulk quantities will not be sold in volumes less than one-half cubic yard.

##### (A) Compost

(1)	Dyno Soil (Top Soil Blend)	\$35.00 /Cubic Yard
(2)	Dyno Dirt	\$30.00 /Cubic Yard
(3)	Dyno Dirt (Bagged)	\$5.00/Per Bag
(4)	Dyno Lite	\$30.00/Cubic Yard
<del>(5)</del>	<del>Dyno Dirt Overs</del>	<del>\$3.00/Cubic Yard</del>

##### (B) Wood Mulch

<del>(1)</del>	<del>Dyno Deco Colored Mulch</del>	<del>\$30.00/Cubic Yard</del>
(2)	Dyno Double Grind	\$17.50/Cubic Yard

Purchases for (A) and (B) above, will receive a twenty percent (20%) discount for quantities of 10 to 99 cubic yards, purchases greater than one hundred (100) cubic yards will receive a thirty percent (30%) discount. A contractor's rate will be given to customer's who provide a current and valid resale certificate for inspection. The contractor's rate includes a 30% discount on any purchase at any one time of any Dyno Product of the City of Denton.

(C) City of Denton departments will receive a forty percent 40 % discount on all purchases of Dyno Dirt products.

(D) City of Denton employees will receive a twenty percent (20%) discount on all Dyno Dirt products.

#### PRODUCT AVAILABILITY

The City of Denton produces Dyno Dirt products throughout the year in varying limited quantities.

The City of Denton does not guarantee the availability of any product, and expressly reserves the right to restrict the sale of any product based upon available volumes.

### LOCATION

All Dyno Dirt products may be purchased from the City of Denton at the following location:

<u>Location</u>	<u>Address</u>
Compost Sales Bldg Water Reclamation Plant	1100 S. Mayhill Road, Denton, Texas

### WHOLESALE PURCHASES

All Dyno Dirt products purchased wholesale, for resale to the public, are to be identified as a City of Denton manufactured product. The wholesale purchaser must provide the City of Denton selling price information to the retail customer if it is requested.

## SCHEDULE GBL

### GRASS/BRUSH/LEAVES

(Effective 10/01/22)

#### APPLICATION

Applicable to all City of Denton residents who submit landfill grass clippings, brush, and/or leaves, and who purchase at least one load of the following:

#### GRASS/BRUSH/LEAVES:

<u>Product Characteristics</u>	<u>Charge</u>
1. Uncontaminated bagged or un-bagged grass, brush, or leaves in less than twelve foot (12') lengths.	\$20.00/ton
2. Uncontaminated bagged or un-bagged grass, brush, or leaves in greater than twelve foot (12') lengths.	\$30.00/ton
3. Contaminated grass, brush, or leaves of any length:	\$44.00/ton
4. Whole trees and stumps	\$50.00/ton

#### MINIMUM CHARGE

The minimum amount that may be charged is \$25.00 per load

Professional landscapers, tree trimmers, and yard maintenance personnel are required to bring their grass, brush, or leaves (all collectible yard waste) to the landfill, and are not permitted to leave any of the above referenced collectible yard waste items stacked or piled on the curb at the customer's location.

Grass, brush, and leaves shall not be assessed the State of Texas solid waste 3.5% surcharge assessed for all solid waste received at landfills if the materials are not land filled.

## SCHEDULE ST

### WASTEWATER TAP AND MANHOLE FEES

(Effective ~~10/01/22~~ 10/01/23)

#### APPLICATION

This schedule applies to the installation, removal, or relocation of wastewater taps by the City of Denton Utility Department at the request of any person, firm, association, corporation, or other legal entity.

#### TAP FEES

Any person, firm, association, corporation, or other legal entity that requests that a wastewater main tap be removed, installed, or relocated by the Wastewater Utility Department shall pay in advance to the Wastewater Utility Department the following applicable fees:

#### WASTEWATER TAPS WITH CLEANOUT

<u>Size of Tap</u>	<u>Paved Street</u>	<u>Unpaved Street</u>
4 inch	\$2,600.00	\$1,500.00
6 inch	\$2,700.00	\$1,650.00
8 inch	\$2,800.00	\$1,800.00

#### MANHOLE BREAKOUT FEE

6" – 12" Line	\$165.00
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#### FEES FOR INSTALLATIONS NOT LISTED

For installation of a tap or manhole for which a fee is not specified, the requestor shall pay in advance a deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation or similar work requested, the customer shall be billed at actual cost, as determined by the Wastewater Utility Department, plus a 20% administrative charge. Any excess deposit shall be refunded to the customer.

## SCHEDULE STE

### TREATED EFFLUENT WASTEWATER TAP FEES

(Effective ~~10/01/22~~ 10/01/23)

#### APPLICATION

This schedule applies to the installation, removal, or relocation of treated effluent wastewater taps by the City of Denton Utility Department at the request of any person, firm, association, corporation, or other legal entity.

#### TAP FEES

Any person, firm, association, corporation, or other legal entity that requests that a wastewater main tap be removed, installed, or relocated by the Wastewater Utility Department shall pay in advance to the Wastewater Utility Department the following applicable fees:

#### REUSE WASTEWATER LINE TAPS

<u>Size of Tap</u>	<u>Paved or Unpaved Street</u>
4-inch	Actual cost per tap
6-inch	Actual cost per tap
8-inch	Actual cost per tap
12-inch	Actual cost per tap

#### FEES FOR INSTALLATIONS NOT LISTED

For installation of a tap for which a fee is not specified, the requestor shall pay in advance a deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation or similar work requested, the customer shall be billed at actual cost, as determined by the Wastewater Utility Department, plus a 20% administrative charge. Any excess deposit shall be refunded to the customer.

## **SCHEDULE OSSF**

### **ON-SITE SEWAGE FACILITY PERMIT FEES**

(Effective ~~10/01/22~~ 10/01/23)

#### **APPLICATION**

This schedule applies to the new construction of on-site aerobic treatment systems, new construction of on-site non-aerobic treatment systems, and repair and alteration of both types of systems.

#### **OSSF PERMIT FEES**

Any person, firm, association, corporation, or other legal entity that requests a wastewater system work permit shall pay in advance to the Wastewater Utility Department the following applicable fees:

New Construction of aerobic treatment systems	\$500
Reinspection Fee of aerobic treatment systems	\$250
New Construction of non-aerobic treatment systems	\$300
Reinspection Fee of non-aerobic treatment systems	\$150
Repair or Alteration fees (All types of OSSF's)	\$200

## **SCHEDULE SWP**

### **COLLECTION AND TRANSPORTATION SERVICES PERMIT**

(Effective ~~10/01/22~~ 10/01/23)

Any person, entity, or business engaged in the collection and transport of waste, recyclables, or other materials as classified within this rate schedule (Operator), and operating within the City of Denton must possess a current permit issued from the City prior to providing collection and transportation services. Any private container located within the City of Denton for use in waste and recyclables collection services is required to be permitted.

Permits for collection and transportation services are required for, but are not limited to, the following wastes and recyclables classifications, hereinafter referred to as Special Waste:

- Special Waste
- Medical Waste
- Hazardous Waste
- Grease & Grit Trap Waste
- Commercial and Industrial Recyclable Materials – containerized and baled
- Construction and Demolition (C&D) materials, recyclables, reusables, and discarded C&D materials
- Waste and recyclable collection service providers operating in newly annexed areas, or contract service providers for the city
- Refuse or recyclables that the City does not collect and transport.
- Waste Cooking Oil

An Operator shall apply for a permit from the city and shall pay the required application fees at the time of permit application. All permits are non-transferable and are granted as non-exclusive service permits. Granting permits will be at the discretion of the City to meet the needs of the community. The Operator must pay the required fees and meet all permit requirements prior to the issuance of a permit. Applicants must have a valid vehicle inspection and a valid permit issued by the Texas Commission of Environmental Quality (TCEQ) and a proof of insurance to be permitted.

#### **Granting of Permit**

As a condition of granting a permit, the person or entity receiving such permit (Permittee) agrees to execute and comply with all requirements of the service agreement, carry specific types and amounts of insurance as required by the City, submit reports, and pay the necessary fees by the specified due date. Following the granting of a permit, permit stickers shall be issued by the City and shall be placed by the Permittee on all vehicles operating within the city limits of Denton. Collection and transportation vehicles operating in Denton are required to display a current and valid calendar year permit decal at all times. If decals are lost by the Permittee, and are not visible on their vehicles, then the vehicles must be re-permitted by the Permittee, and all appropriate fees paid, prior to the vehicles or containers being placed in service within Denton's city limits. The City of Denton is not responsible for lost decals.

#### **Exclusions**

Individuals living within the City limits of Denton, and hauling personal materials, wastes, or

recyclables from their primary living residence are exempt from the requirements in this schedule SWP.

Any person, who transports Special Waste three or fewer times per year, shall register with the City on the forms provided for that purpose. No annual service fees are required, but registration and permitting through the City is required.

## **Fees**

### **Collection and Transportation Services Permit Fees**

#### **Service Providers**

Application Fee	Paid Annually	\$200.00
Service Fees:	Per Vehicle	\$400.00
Waste manifests:	Per Book of 100	\$40.00

Service providers desiring to provide services in more than one service category are required to complete permit documentation and pay the applicable fees for each service category they desire to provide within Denton's City limits. All fees paid are nonrefundable.

Application and service fees will be billed to the applicant through City of Denton's Customer Service Department. Service fees are non-transferable between vehicles and are unit specific.

## **Violations / 'No Operations' Declaration**

A person or business (legal entity) which has not been permitted by the City to operate within the City limits of Denton; or has been suspended by the City from operating within the City limits of Denton, Texas shall be charged a sum of up to \$500.00 per day by the City, for each day the person or legal entity transports or collects Special Waste within the City prior to receipt of a City of Denton permit, or during any suspension of a permit period. Each day of operation without a permit warrants a separate charge and any person committing such is subject to being charged a sum of up to \$500.00 for each day of operating without a valid permit. Following the receipt of a notice of suspension and prior to reinstatement to legally operate within the City limits of Denton, the Permittee must meet with the City staff to update their application and agreement and make payment of all amounts owed to the City related to this ordinance.

If any person or legal entity operates a vehicle, or allows the operation of a vehicle, within Denton's City limits which has not been permitted, operates any piece of equipment with an expired permit, commits a permit violation, or fails to make payment of the appropriate fees in a timely manner, the city will issue a 'No Operations' declaration to the person or legal entity, and assess all applicable permit violation fees. Once a person or legal entity has been issued a 'No Operations' declaration from the City, all services to be provided within Denton's City limits are required to cease. Following a meeting with the City staff, and the payment of all monies owed the City, the status of the permit will be determined by the City.

### **Revocation of Services & Non-Renewal of Permits**

If the City finds any requirement of the permit has been violated or observes service providers operating within Denton's City limits without current permits, the City may institute a 'No Operations' declaration. Additionally, the City may revoke or not renew the service provider's permit, thereby requiring the service provider to cease all operations within the City limits of Denton.

### **Reclassification of Recyclables**

Recyclables containing ten (10%) percent or more contamination, as determined by the City, will be considered refuse, and its collection may not be provided by service providers permitted under this ordinance. This material shall be reclassified as refuse and will be collected by the City of Denton. The Director of Solid Waste (Director) or the Director's designee, will make the final determination on whether stored recyclables contain excessive contamination, and may cause the reclassification of these materials to municipal solid waste (MSW), thereby negating the ability of a service provider to transport this material within Denton's City limits under their operating permit pursuant to this ordinance.

The City of Denton has the authority to inspect the contents of any container placed for pick up, or submitted for disposal in any manner at a location within Denton's City limits, in order to determine the materials content of the container, to ensure compliance with the contamination requirements, which shall not exceed 10%.

### **Terms and Renewal**

Permits are issued annually, beginning December 1, and are effective from January 1, or the date of issuance, whichever is later, through December 31 of the same calendar year. The permit application process should be initiated, and fees should be paid as early as possible during the last quarter of each calendar year for the upcoming calendar year so that adequate time is available for review and processing of the application.

## SCHEDULE SD

### STORM DRAINAGE FEES

(Effective ~~10/01/22~~ 10/01/23)

#### APPLICATION

Applicable to all real property and appurtenances owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The Storm Drainage fee charged to each tract of real property is based upon the amount of impervious surface cover that results in water runoff or water quality impacts into the City of Denton drainage system.

#### MONTHLY FEE – RESIDENTIAL (SDR)

The residential fee is applicable to all single-family through fourplex real properties located within the corporate limits of the City of Denton, Texas, for which impervious surfaces can be individually identified. The residential fee is established by utilizing a block system. The fee charged in each fee block is set forth and established as follows:

<u>Fee Block</u>	<u>Per Bill</u>
0 – 600 Square Feet	\$0.50
601 – 1,000 Square Feet	\$1.00
1,001 – 2,000 Square Feet	\$3.35
2,001 – 3,000 Square Feet	\$5.45
3,001 – 4,000 Square Feet	\$7.60
4,001 – 5,000 Square Feet	\$9.75
5,001 – 6,000 Square Feet	\$12.00
Over 6,000 Square Feet	\$15.50

#### MONTHLY FEE – NON-RESIDENTIAL (SDN)

The non-residential fee is applicable to all other real property owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The non-residential fee is based upon the total square footage of impervious surface cover measured for each customer or owner.

Formula:

Measured Square Footage of Impervious Surface Cover x \$0.00186 per bill

#### EXEMPTIONS

The following real property owned and located within the corporate limits of the City of Denton, Texas shall be exempt from imposition of the residential fee or the non-residential fee:

1. Real property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system, not draining into the City of Denton drainage system, upon the real property's

inspection and certification by the City; or

2. Real property held and maintained in its natural state, until such time that the real property is developed, and all the public infrastructure constructed thereon has been accepted by the City; or

3. Real property, consisting of an unimproved subdivided lot, until such time as a structure has been built on the lot and a certificate of occupancy has been issued by the City.

No other exemptions to the residential fees or the non-residential fees are applicable.

## **SCHEDULE SDI**

### **STORMWATER REINSPECTION FEE**

(Effective ~~10/01/22~~ 10/01/23)

#### **APPLICATION**

Applicable to active construction or land disturbing activities located within the corporate limits of the City of Denton, Texas. The Stormwater Reinspection Fee is charged to operators or designated representatives of projects where land disturbing activity, as defined by Denton Development Code, is occurring, including new construction, demolition, and redevelopment.

#### **RATE**

Reinspection fees for initial or periodic inspection resulting in non-compliance, notices of violation, or stop-work orders shall apply. Fees may be waived at discretion of the inspector in accordance with department guidelines for mitigating circumstances.

Fee: \$150.00/site inspection

### SPECIAL FACILITIES RIDER

(Effective ~~10/01/22~~10/01/23)

- (1) If a customer service request for a special or unusual service not otherwise provided for by this Wastewater rate ordinance, or requires facilities and devices which are not normally and readily available at the location at which the customer requests the service, then the City shall provide the service subject to the requirements of paragraph 2 and 3 of this rider.
- (2) The total cost of all facilities required to meet the customer's special requirements which are incurred by the City in connection with rendering the service shall be established by a contract entered into between the City and the customer. Said contract shall be signed by both parties and approved as provided for in section (3) of this Special Facilities Rider prior to the City providing the requested service to the customer.
- (3) Any contract under this rider is subject to the following approvals:
  - (a) If the total value of the contract is less than \$100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then: it must be considered for a recommendation to City Council for approval by the Public Utilities Board; and approved of the contract by the City Council is required prior to the contract being entered into by the City.
  - (b) If the total value of the contract is equal to or greater than \$100,000, the contract must be considered for a recommendation to City Council for approval by the Public Utilities Board; and approved of the contract by the City Council is required ~~recommended for approval by the Public Utilities Board and approved by the City Council~~ prior to being entered into by the City.

SECTION 2. Ordinance ~~21-2113~~22-1857 is hereby repealed as of the effective date of this ordinance.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all wastewater service rendered on and after October 1, ~~2022~~2023, and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_; the ordinance was passed and approved by the following vote [\_\_\_\_ - \_\_\_\_]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
<del>Jesse Davis</del> <u>Paul Meltzer</u> , District 3:	_____	_____	_____	_____
<del>Alison Maguire</del> <u>Joe Holland</u> , District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, ~~2022~~2023.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:

~~ROSARIO~~JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_

ORDINANCE NO. 2023\_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE SCHEDULE OF RATES AND FEES FOR WASTEWATER SERVICE; REPEALING ORDINANCE NO. 22-1857; PROVIDING A REPEALER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Rate Schedules for wastewater service as provided for in Chapter 26 of the Code of Ordinances are established as follows:

**WASTEWATER RATE SCHEDULES**

SR	Residential Wastewater Service	3
SMH	Mobile Home Park Wastewater Service	6
SC	Commercial and Industrial Wastewater Service	9
SCD	Commercial/Industrial Wastewater Service Which Measures With Dedicated Water Meters (Sub-meters); Water For Wastewater Billing	13
SCS	Commercial/Industrial Wastewater Service Which Measures With Dedicated Water Meters (Sub-meters); Water Excluded From Wastewater Billing	15
SCH	Septage & Chemical Toilet Disposal at the Pecan Creek Water Reclamation Plant Septage Transfer Station	17
SEE	Equipment Services Facilities and Restaurants & Food Service Establishments Wastewater Service	19
SM	Metered Wastewater Inside and Outside Corporate Limits	22
SGE	Sale of Treated Wastewater Effluent	24
SSC	Wholesale Wastewater Treatment Service for a Governmental Agency, Division or Subdivision	26
CWM	DYNO Dirt Products	28
ST	Wastewater Tap and Manhole Fees	30
STE	Treated Effluent Wastewater Tap Fees	31

OSSF	On-Site Sewage Facility Permit Fees	32
SWP	Collection and Transportation Services Permit	34
SD	Storm Drainage Fees	36
SDI	Stormwater Reinspection Fee	38
	Special Facilities Rider	39

#### OTHER TERMS AND ACRONYMS USED IN RATE SCHEDULES:

**Categorical User:** An industrial user subject to pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405—471.

## **SCHEDULE SR**

### **RESIDENTIAL WASTEWATER SERVICE**

(Effective 10/01/23)

#### **APPLICATION**

Applicable for single-family residential service, and individually metered apartments or mobile homes or multi-family facilities with less than four (4) units with or without City of Denton, Texas water service.

Not applicable for sub-billing or other similar user.

#### **MONTHLY RATES (SR) – INSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE**

- |     |                 |                               |
|-----|-----------------|-------------------------------|
| (1) | Facility Charge | \$12.21/bill                  |
| (2) | Volume Charge   | \$4.22/1,000 gallons effluent |

#### **MONTHLY RATES (SRO) – OUTSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE**

- |     |                 |                               |
|-----|-----------------|-------------------------------|
| (1) | Facility Charge | \$14.15/bill                  |
| (2) | Volume Charge   | \$4.88/1,000 gallons effluent |

Except as otherwise stated in this schedule, wastewater volume is calculated based upon a current winter Average Daily Usage, established annually during the previous billing months of December through February, and based upon 100% of actual water consumption during those months. The average daily usage may be calculated using as few as two months where using three months is not feasible or is not an accurate reflection of use (for example, usage was greater one month due to a leak). The Average Daily Usage thus calculated establishes the wastewater volume charge for each subsequent month, through the following February. The calculated wastewater billed volumes will be capped at a maximum of 18,000 gallons/bill.

For customers without an established winter Average Daily Usage water consumption billing history derived from the preceding billing months of December through February, wastewater volume for each billing month through the following February shall be calculated at 100% of 5,400 gallons.

#### **MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE**

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

#### **VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE**

With a current Average Daily Usage, billings from March through February of the following year shall be based on the average daily usage calculated using the following formula:

$$\frac{\text{Current Average Daily Usage}}{1,000} \times \text{Rate per 1,000 gallons}$$

For customers without an established current Average Daily Usage, billings shall be based on 100% of 5,400 gallons.

$$\frac{5,400 \text{ Gallons}}{1,000} \times \text{Rate per 1,000 gallons}$$

#### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

#### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

#### MONTHLY RATES (SRNI/SRNO) - WITHOUT CITY OF DENTON WATER SERVICE

	<b>SRNI</b>	<b>SRNO</b>
	Inside Corporate	Outside Corporate
	<u>Limits</u>	<u>Limits</u>
(1) Facility Charge	\$12.21/bill	\$14.15/bill
(2) Volume Charge	\$4.22/1,000 gals	\$4.88/1,000 gals

The customer shall pay a minimum Volume Charge on the established billable volume of five-thousand (5,000) gallons per month.

#### MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge plus five thousand (5,000) gallons of wastewater.

#### VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

The billing for the wastewater volume shall be based on the minimum wastewater volume (5,000 gallons) during the billing period.

$$\frac{\text{Minimum Wastewater Volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

Wastewater volumes will be capped at a maximum of 18,000 gallons/bill.

## PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## **SCHEDULE SMH**

### **MOBILE HOME PARK WASTEWATER SERVICE**

(Effective 10/01/23)

#### **APPLICATION**

Applicable for mobile home parks that are master water metered to provide residential wastewater service. Wastewater service is billed based on the customer's winter average water usage.

Also applicable for wastewater service without City of Denton water service, in the event the mobile home park does not have a master meter for wastewater. Wastewater service is billed on the average residential wastewater volume per customer.

Not applicable for sub-billing or other similar utility billing by service user .

#### **MONTHLY RATE (SMH) - WITH CITY OF DENTON WATER SERVICE**

- (1) Facility Charge     \$29.42/bill
- (2) Volume Charge     \$4.22/1,000 gallons effluent

#### **MONTHLY RATE (SMHO) – OUTSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE**

- (1) Facility Charge     \$33.86/bill
- (2) Volume Charge     \$4.88/1,000 gallons effluent

Except as otherwise stated in this schedule, wastewater volume is calculated based upon a current winter Average Daily Usage, established annually during the previous billing months of December through February, and based upon 100% of actual water consumption during those months. The average daily usage may be calculated using as few as two months where using three months is not feasible or is not an accurate reflection of use (for example, usage was greater one month due to a leak). The Average Daily Usage thus calculated establishes the wastewater Volume Charge for each subsequent month, through the following February. The calculated wastewater billed volumes will be capped at a maximum of 18,000 gallons/bill.

For customers without an established winter Average Daily Usage water consumption billing history derived from the preceding billing months of December through February, wastewater volume for each billing month through the following February shall be calculated at the established billable volume (5,000 gallons per month per mobile home) for mobile home park customers not receiving water service.

### MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

### VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

With a current Average Daily Usage, billings through the following February shall be based on the average daily usage calculated using the following formula.

$$\frac{\text{Current Average Daily Usage}}{1,000} \times \text{Rate per 1,000 gallons}$$

For customers without an established winter Average Daily Usage, billings shall be based on the established billable volume of 5,000 gallons per mobile home per month.

$$\frac{\text{Established Billable Volume}}{1,000} \times \text{Rate per 1,000 gallons} \times \text{Number of Mobile Homes}$$

### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

### MONTHLY RATE (SMNI/SMNO) - WITHOUT CITY OF DENTON WATER SERVICE

	<b>SMNI</b> Inside Corporate <u>Limits</u>	<b>SMNO</b> Outside Corporate <u>Limits</u>
(1) Facility Charge	\$29.42/bill	\$33.86/bill
(2) Volume Charge	\$4.22/1,000 gals	\$4.88/1,000 gals

The customer shall pay a minimum Volume Charge on the established billable volume of five-thousand (5,000) gallons per month.

### MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge plus five-thousand (5,000) gallons of wastewater per mobile home

### VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

The billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period in a manner determined by the City where .

$$\frac{\text{Minimum Wastewater Volume}}{1,000} \times \text{Rate per 1,000 gallons} \times \text{Number of Mobile Homes}$$

### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## **SCHEDULE SC**

### **COMMERCIAL AND INDUSTRIAL WASTEWATER SERVICE**

(Effective 10/01/23)

#### **REGULAR COMMERCIAL**

##### **APPLICATION**

Applicable to all general commercial and industrial wastewater service users and to all wastewater service users not otherwise specifically classified under a specialized class wastewater rate.

Also applicable to all commercial facilities not receiving metered water service from the City of Denton, including subdivisions and apartment buildings or complexes (that are not individually metered), or other commercial and industrial users, including other users that are a source of non-domestic discharge.

#### **MONTHLY RATE (SC) - WITH CITY OF DENTON WATER SERVICE**

- |     |                 |                               |
|-----|-----------------|-------------------------------|
| (1) | Facility Charge | \$29.42/bill                  |
| (2) | Volume Charge   | \$5.38/1,000 gallons effluent |

Billing based on ninety-five (95%) percent of monthly water consumption.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

#### **PRETREATMENT/PROGRAM CHARGES**

**(SCA)** (1) Categorical Customer      \$444.00/bill

**(SCB)** (2) Non-categorical Customer      \$ 55.50/bill

#### **SAMPLING AND ANALYSIS CHARGES**

- |     |   |                      |
|-----|---|----------------------|
| (1) | Sampling charge per sample site (each)            | \$60.00              |
| (2) | Analysis charge (per test)                        | Actual cost per test |
| (3) | Violation demand sampling charge per sample site: |                      |
|     | Four-Part Grab                                    | \$170.00/each        |
|     | First Day of Composite Sampling                   | \$110.00             |
|     | Additional Day Composite Sampling                 | \$50.00/each         |

MONTHLY RATE (SCO) – OUTSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE

- |     |                 |                               |
|-----|-----------------|-------------------------------|
| (1) | Facility Charge | \$33.86/bill                  |
| (2) | Volume Charge   | \$6.11/1,000 gallons effluent |

Billing based on ninety-five (95%) percent of monthly water consumption.

MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the current billing period.

Formula:

$$\frac{\text{Water volume} \times .95}{1,000} \times \text{Rate per 1,000 gallons}$$

COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for commercial and industrial services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor     \$0.47 per pound of Biochemical Oxygen Demand (BOD)

   \$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$$

Where:

Cu	is the surcharge for user X.
Vu	is the billing volume per 1000 gallons for user X.
.00834	is the conversion factor
Bu	is the tested BOD level for user X or 250 mg/l, whichever is greater.
B	is the unit cost factor for treating one pound of BOD
Su	is the tested TSS level for user X or 250 mg/l, whichever is greater.
S	is the unit cost factor for treating one pound of TSS

### MONTHLY RATE (SCNI/SCNO) - WITHOUT CITY OF DENTON WATER SERVICE

	<b>SCNI</b>	<b>SCNO</b>
	Inside Corporate	Outside Corporate
	<u>Limits</u>	<u>Limits</u>
(1) Facility Charge	\$29.42/bill	\$33.86/bill
(2) Volume Charge	\$5.38/1,000 gals	\$6.11/1,000 gals

The minimum apartment Volume Charge will be for five-thousand (5,000) gallons per unit receiving wastewater service per month. Other commercial users will be billed on their estimated monthly wastewater volume.

### MINIMUM BILLING

The minimum amount that may be billed shall be in the following amounts:

(1) Facility Charge plus the cost of 5,000 gallons wastewater per unit receiving wastewater service.

or

(2) Facility Charge plus other commercial or industrial user estimated monthly wastewater volume if greater than 5,000 gallons.

### VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the current billing period.

Formula:

$$\frac{\text{Minimum wastewater volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

### PRETREATMENT/PROGRAM CHARGES (As applicable)

(SCOA) (1) Categorical Customer	\$444.00/bill
(SCOB) (2) Non-categorical Customer	\$55.50/bill

**SAMPLING AND ANALYSIS CHARGES (As applicable)**

- (1) Sampling charge per sample site (each) \$60.00
- (2) Analysis charge (per test) Actual cost per test
- (3) Violation demand sampling charge per sample site:  
Four-Part Grab \$170.00/each sample  
First Day of Composite Sampling \$110.00  
Additional Day Composite Sampling \$50.00/each sample

## COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for commercial and industrial services, there will be added to the net monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor	\$0.47 per pound of Biochemical Oxygen Demand (BOD) \$0.42 per pound of Total Suspended Solids (TSS)
----------------------------	---

$$C_u = V_u \times .00834 ([Bu-250] B + [Su-250] S)$$

Where:

Cu	is the surcharge for user X.
Vu	is the billing volume per 1000 gallons for user X.
.00834	is the conversion factor
Bu	is the tested BOD level for user X or 250 mg/l, whichever is greater.
B	is the unit cost factor for treating one pound BOD.
Su	is the tested TSS level for user X or 250 mg/l, whichever is greater.
S	is the unit cost factor for treating one pound of TSS.

## PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## **SCHEDULE SCD**

### **COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS), WATER FOR WASTEWATER BILLING (Effective 10/01/23)**

#### **APPLICATION**

Applicable to all commercial and industrial wastewater service users and to all wastewater service users not otherwise classified under this ordinance whose wastewater volume is measured by a water meter which measures the water which is returned into the wastewater collection and treatment system. The SCD sub-metered wastewater volumes are billed to the customer.

Not applicable for sub-billing or other similar utility billing by service user.

#### **MONTHLY RATE**

(1) Facility Charge	<u>Billing Per Bill</u>
3/4" Meter	\$26.00
1" Meter	\$36.80
1-1/2" Meter	\$44.50
2" Meter	\$59.25
3" Meter	\$126.95
4" Meter	\$251.75
6" Meter	\$344.10
8" Meter	\$482.10
10" Meter	\$690.00
(2) Volume Charge	\$5.38/1,000 gallons effluent

The wastewater billing is based on one-hundred (100%) percent of the actual water volume submetered.

#### **MINIMUM BILLING**

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

#### **PAYMENT**

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor      \$0.47 per pound of Biochemical Oxygen Demand (BOD)

\$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834([Bu-250] B + [Su-250] S)$$

Where:      Cu      is the surcharge for user X.  
             Vu      is the billing volume per 1000 gallons for user X.  
             .00834 is the conversion factor  
             Bu      is the tested BOD level for user X or 250 mg/l, whichever is greater.  
             B      is the unit cost factor for treating one pound of BOD.  
             Su      is the tested TSS level for user X or 250 mg/l, whichever is greater.  
             S      is the unit cost factor for treating one pound of TSS.

## VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Actual Water volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

### PRETREATMENT/PROGRAM CHARGES (As applicable)

(SCDA) (1) Categorical Customer      \$444.00/bill

(SCDB) (2) Non-categorical Customer      \$55.50/bill

### SAMPLING AND ANALYSIS CHARGES (As applicable)

(1) Sampling charge per sample site (each)      \$60.00

(2) Analysis charge (per test)      Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab \$170.00/each sample

First Day of Composite Sampling \$110.00

Additional Day Composite Sampling \$50.00/each sample

## **SCHEDULE SCS**

### **COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS), WATER EXCLUDED FROM WASTEWATER BILLING (Effective 10/01/23)**

#### **APPLICATION**

Applicable to all commercial and industrial wastewater service users and to all wastewater service users not otherwise classified under this ordinance whose wastewater volume is calculated by a water meter which measures the water which is not returned into the wastewater collection and treatment system. The SCS sub-metered wastewater volumes are consumed in the customer's processes, not returned to the wastewater system, and are therefore excluded from the customer's wastewater billing volumes.

Not applicable for sub-billing or other similar utility billing by service user.

#### **MONTHLY RATE**

(1) Facility Charge		<u>Billing Per Bill</u>
3/4"	Meter	\$26.00
1"	Meter	\$36.80
1-1/2"	Meter	\$44.50
2"	Meter	\$59.25
3"	Meter	\$126.95
4"	Meter	\$251.75
6"	Meter	\$344.10
8"	Meter	\$482.10
10"	Meter	\$690.00

(2) Volume Charge – None

The wastewater billing exclusion is based on one-hundred (100%) percent of the actual water volume sub metered.

#### **MINIMUM BILLING**

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

#### **PAYMENT**

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## WASTEWATER SURCHARGE

In addition to the above charges for services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor      \$0.47 per pound of Biochemical Oxygen Demand (BOD)

\$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$$

Where:      Cu      is the surcharge for user X.  
             Vu      is the billing volume per 1000 gallons for user X.  
             .00834 is the conversion factor  
             Bu      is the tested BOD level for user X or 250 mg/l, whichever is greater.  
             B      is the unit cost factor for treating one pound of BOD.  
             Su      is the tested TSS level for user X or 250 mg/l, whichever is greater.  
             S      is the unit cost factor for treating one pound of TSS.

## VOLUME CHARGE EXCLUSION

The wastewater volume exclusion shall be based on the water volume calculated during the billing period. This sub-metered volume of water that is not returned into the wastewater collection and treatment system shall be subtracted from the master meter water volume prior to the wastewater billing volume calculation.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

## PRETREATMENT/PROGRAM CHARGES (As applicable)

(SCSA) (1)    Categorical Customer      \$444.00/bill

(SCSB) (2)    Non-categorical Customer      \$55.50/bill

## SAMPLING AND ANALYSIS CHARGES (As applicable)

(1) Sampling charge per sample site (each)      \$60.00

(2) Analysis charge (per test)      Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab \$170.00/each sample

First Day of Composite Sampling \$110.00

Additional Day Composite Sampling \$50.00/each sample

## **SCHEDULE SCH**

### **SEPTAGE & CHEMICAL TOILET DISPOSAL AT THE PECAN CREEK WATER RECLAMATION PLANT SEPTAGE TRANSFER STATION (Effective 10/01/23)**

#### **PERMIT REQUIRED**

All persons owning or operating a vacuum truck, cesspool pump truck, liquid waste transport truck or other vehicle shall not service any septic tank, seepage pit, grease interceptor, grit trap/oil separator, or cesspool within City of Denton without first having received a valid transport truck discharge (TTD) permit.

#### **APPLICATION**

Applicable to all users of the Pecan Creek Water Reclamation Plant Septage Transfer Station. The user must sign the “Agreement for Disposal of Liquid Waste” and comply with the following requirements:

1. Division 3 of Article XII of Chapter 26 of the City of Denton Code of Ordinances, as may be amended from time to time.
2. Provide to the City: signed “Application for Permit” (City of Denton’s form), “Agreement for Disposal of Liquid Waste” documents(City of Denton’s forms), and provide a copy of the user’s current TCEQ Registration Certificate, current Insurance Certificate for each vehicle, and current Manager of Operations Driver’s License.
3. Comply with the City of Denton “Liquid Waste Hauler – Vehicle Inspection Audit” requirements.

City staff, after reviewing the permit application and agreement, and after conducting any necessary research, may issue the permit, issue the permit with conditions, or deny the issuance of the permit. The City will establish the number of permits to be issued. The City maintains the right to deny the disposal of wastes at the Septage Transfer Station when necessary to prevent adverse effects to the operations of the treatment facilities.

#### **RATE**

(1) Facility Charge	\$6.44/bill
(2) Volume Charge	\$41.29/1,000 gallons
(3) Application Fee	\$300.00/per calendar year
(4) Vehicle Permit Fee	\$300.00/per vehicle per calendar year
(5) Waste Manifests	\$40.00/per book of 100

### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

### PAYMENT

Application and Vehicle Permit fee is due in full before first disposal at Pecan Creek Water Reclamation Plant Septage Transfer Station. Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

### VOLUME CHARGE

Billing for the septage volume contained in the septage hauling tank, shall be based on the full tank volume only. For clarity, volumes discharged that are less than a tank will be billed as a whole tank.

### TERMS AND RENEWAL

Permits are issued annually, beginning Dec. 1, and are effective from Jan. 1 or the date of issuance, whichever is later, through Dec.31 of the same calendar year. The permit application process should be initiated, and fees should be paid as early as possible during the last quarter of each calendar year for the upcoming calendar year so that adequate time is available for review and processing of the application. Submittal of applications by Dec.1 will eliminate the possibility of permits being issued after Jan. 1. All permits issued under this schedule shall be valid for up to one calendar year from the date of issuance. All permits issued during each calendar year will expire on the last day of that calendar year.

## **SCHEDULE SEE**

### **EQUIPMENT SERVICES FACILITIES AND RESTAURANTS & FOOD SERVICE ESTABLISHMENTS WASTEWATER SERVICE (Effective 10/01/23)**

#### **APPLICATION**

Applicable to facilities which perform washing, cleaning or servicing of automobiles, trucks, buses or similar equipment and are categorized by North American Industry Classification System (NAICS) numbers: 11111 (General Automotive Repair), 811114 (Specialized Automotive Repair), 811121 (Automotive Body, Paint, and Interior Repair and Maintenance),, 811122(Automotive Glass Replacement Shops),, 811191 (Automotive Oil Change and Lubrication Shops,811192 (Car Washes), 811198 (All Other Auto Repair and Maintenance) and other similar code classifications.

Applicable to all restaurants and food service establishments that prepare and serve food directly to customers and are categorized by NAICS numbers: 721110 (Hotels (except Casino Hotels) and Motels), 721191 (Bed-and-Breakfast Inns), 722310 (Food Service Contractors), 722320 (Caterers), , 722330 (Mobile Food Services), 722410 (Drinking Places), 722511 (Full-Service Restaurants), 722513 (Limited-Service Restaurants), 722514 (Cafeterias, Grill Buffets, and Buffets), 722515 (Snack and Nonalcoholic Beverage Bars) other similar code classifications.

#### **MONTHLY RATE (SEE)**

(1)	Facility Charge	\$29.42/bill
(2)	Volume Charge	\$7.49/1,000 gallons effluent

Billing based on ninety-five (95%) percent of monthly water consumption.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

#### **PRETREATMENT / PROGRAM CHARGES (As Applicable)**

(SEA) (1)	Categorical	\$444.00/bill
(SEB) (2)	Non-categorical	\$55.50/bill

The appropriate Pretreatment/Program charge will be applied if the customer is identified as either categorical or non-categorical. These charges are not to be applied if the customer is not designated as either a categorical or non-categorical customer.

#### **SAMPLING/ANALYSIS CHARGES (As Applicable)**

(1) Sampling charge per sample site (each)	\$60.00
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(2) Analysis charge (per test)      Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab \$170.00/each

First Day of Composite Sampling \$110.00

Additional Day Composite Sampling \$50.00/each

#### “SEE” RATE EXEMPTIONS

- (1) Customers under the SEE rate shall be charged the SC rate if only pre-wrapped and preprocessed foods are served from their premises and no food processing is performed on the premises so that only minimal organic material is discharged to the sanitary sewer. The exemption for the SEE class shall be determined by the City of Denton Environmental Health Services Food Inspection Division.
- (2) Customers under the SEE rates shall be charged the SC rate plus the applicable industrial surcharge if the customer:
  - (a) Installs a wastewater sampling manhole on the sanitary sewer discharge line;
  - (b) Agrees to pay for the City to sample and analyze, quarterly, or at the request of the user; more frequently for the purposes of averaging quarterly samples, the wastewater discharge for the following: Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), and Fats, Oils and Grease (FOG), based on the actual costs; and
  - (c) Agrees to pay, based on the industrial surcharge formula, a surcharge on all wastewater discharged that is in excess of 500 mg/l of BOD and 600 TSS as determined by the monitoring performed in Section 2(b).

#### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

#### WASTEWATER SURCHARGE

The wastewater surcharge calculation that applies to equipment services facilities and restaurant and food service establishments claiming the SEE exemption shall be based on the following formula:

Surcharge Unit Cost Factor      \$0.47 per pound of Biochemical Oxygen Demand (BOD)

\$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-500] B + [Su-600] S)$$

Where:

Cu	is the surcharge for user X.
Vu	is the billing volume per 1000 gallons for user X.
.00834	is the conversion factor
Bu	is the tested BOD level for user X or 500 mg/l, whichever is greater.
B	is the unit cost factor for treating one pound of BOD.
Su	is the tested TSS level for user X or 600 mg/l, whichever is greater.
S	is the unit cost factor for treating one pound of TSS.

### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

### VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Water volume} \times .95}{1,000} \times \text{Rate per 1,000 gallons}$$

## **SCHEDULE SM**

### **METERED WASTEWATER INSIDE AND OUTSIDE CORPORATE LIMITS (Effective 10/01/23)**

#### **APPLICATION**

Applicable to any wastewater service customer whose wastewater discharge is metered from a single customer location and not otherwise classified under this ordinance.

#### **MONTHLY RATE**

	<b>SMI</b> Inside Corporate <u>Limits</u>	<b>SMO</b> Outside Corporate <u>Limits</u>
(1) Facility Charge	\$359.53/bill	\$401.27/bill
(2) Volume Charge	\$5.38/1,000 gals	\$6.11/1,000 gals

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

(3) Pretreatment/Program Charge (As Applicable)

**(SMA)** (1) Categorical \$444.00/bill

**(SMB)** (2) Non-categorical \$55.50/bill

The appropriate Pretreatment/Program charge will be applied if the customer is identified as either categorical or non-categorical. The categorical and non-categorical classifications apply both inside and outside the corporate limits of the City of Denton. These charges are not to be applied if the customer is not designated as either a categorical or non-categorical customer by the wastewater utility staff.

#### **SAMPLING/ANALYSIS CHARGE** (As Applicable)

(1) Sampling charge per sample site (each) \$60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab \$170.00/each

First Day of Composite Sampling \$110.00

Additional Day Composite Sampling \$50.00/each

## WASTEWATER SURCHARGE

In addition to the above charges, there will be added to the monthly rate for metered wastewater, a surcharge based on the following formula:

Surcharge Unit Cost Factor     \$0.47 per pound of Biochemical Oxygen Demand (BOD)

\$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$$

Where:

Cu	is the surcharge for user X.
Vu	is the billing volume per 1000 gallons for user X.
Bu	is the tested BOD level for user X or 250 mg/l, whichever is greater.
.00834	is the conversion
B	is the unit cost factor for treating one pound of BOD.
Su	is the tested TSS level for user X or 250 mg/l, whichever is greater.
S	is the unit cost factor for treating one pound of TSS.

## MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge, plus the appropriate Pretreatment/Program Charge, if applicable

## PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

## VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Wastewater volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

## **SCHEDULE SGE**

### **SALE OF TREATED WASTEWATER EFFLUENT**

(Effective 10/01/23)

#### **APPLICATION**

Applicable for sales of treated wastewater effluent to any municipal utility or approved private business. Useable for non-potable purposes only. Not intended for human consumption.

The resale of treated wastewater effluent is prohibited. Any use of treated wastewater effluent for non-potable purposes is prohibited.

#### **PRODUCT AVAILABILITY**

Wastewater effluent is available for resale only if volumes are available. Supplies may be limited or unavailable.

#### **MONTHLY RATES**

(1) Facility Charge	<u>Per Bill</u>
3/4" Meter	\$22.37
1" Meter	\$31.68
1-1/2" Meter	\$38.31
2" Meter	\$50.99
3" Meter	\$109.30
4" Meter	\$216.71
6" Meter	\$296.21
8" Meter	\$415.01
10" Meter	\$594.00
(2) Volume Charge	\$1.67/1,000 gallons

#### **MINIMUM BILLING**

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

#### **PAYMENT**

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

#### **SPECIAL FACILITIES**

All services which require special facilities in order to meet a customer's service requirements shall

be provided subject to the Special Facilities Rider.

### VOLUME CHARGE

Billing for the wastewater volume shall be based on the effluent volume calculated during the billing period.

Formula:

$$\frac{\text{Effluent volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

## **SCHEDULE SSC**

### **WHOLESALE WASTEWATER TREATMENT SERVICE FOR A GOVERNMENTAL AGENCY, DIVISION, OR SUBDIVISION**

(Effective 10/01/23)

#### **APPLICATION**

Applicable to any municipal corporation, or other governmental agency or subdivision which operates a wastewater collection system and contracts with the City of Denton for wastewater treatment service.

#### **MONTHLY RATES**

- |   |                      |
|---|----------------------|
| (1) Facility Charge                             | \$256.13/bill        |
| (2) Pretreatment/Program Charge (As Applicable) |                      |
| (A) Categorical                                 | \$444.00/bill        |
| (B) Non-categorical                             | \$55.50/bill         |
| (3) Volume Charge                               | \$2.89/1,000 gallons |

Billing shall be based on one-hundred (100%) percent of actual gallons measured.

#### **SAMPLING/ANALYSIS CHARGE (As Applicable)**

- |   |                      |
|---|----------------------|
| (1) Sampling charge per sample site (each)            | \$60.00              |
| (2) Analysis charge (per test)                        | Actual cost per test |
| (3) Violation demand sampling charge per sample site: |                      |
| Four-Part Grab  | \$170.00/each        |
| First Day of Composite Sampling                       | \$110.00             |
| Additional Day Composite Sampling                     | \$50.00/each         |

#### **MINIMUM BILLING**

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

### WHOLESALE SURCHARGE

In addition to the above charges for wholesale wastewater services, there will be added to the monthly rate an industrial surcharge based on the following formula:

Surcharge Unit Cost Factor      \$0.47 per pound of Biochemical Oxygen Demand (BOD)

\$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$$

Where:

Cu	is the surcharge for user X.
Vu	is the billing volume per 1000 gallons for user X.
.00834	is the conversion factor
Bu	is the tested BOD level for user X or 250 mg/l, whichever is greater.
B	is the unit cost factor for treating one pound of BOD.
Su	is the tested TSS level for user X or 250 mg/l, whichever is greater.
S	is the unit cost factor for treating one pound of TSS.

### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

### VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Wastewater volume}}{1,000} \times \text{Rate per 1,000 gallons}$$

## **SCHEDULE CWM**

### **DYNO DIRT PRODUCTS**

(Effective 10/01/23)

#### **APPLICATION**

Applicable to all customers, whether residential, commercial, or wholesale, which elect to acquire the City of Denton's Dyno Dirt products for their use. The City of Denton reserves the right to restrict or limit the sale of all Dyno Dirt products to any customer at any time.

#### **RATES**

Dyno Dirt products will be sold by volume on a cubic yardage basis, or in one cubic foot bags. Each bag of Dyno Dirt contains 1 cubic foot. Bulk quantities will not be sold in volumes less than one-half cubic yard.

- (A) Compost
  - (1) Dyno Soil (Top Soil Blend) \$35.00 /Cubic Yard
  - (2) Dyno Dirt \$30.00 /Cubic Yard
  - (3) Dyno Dirt (Bagged) \$5.00/Per Bag
  - (4) Dyno Lite \$30.00/Cubic Yard
- (B) Wood Mulch
  - (1) Dyno Double Grind \$17.50/Cubic Yard

Purchases for (A) and (B) above, will receive a twenty percent (20%) discount for quantities of 10 to 99 cubic yards, purchases greater than one hundred (100) cubic yards will receive a thirty percent (30%) discount. A contractor's rate will be given to customer's who provide a current and valid resale certificate for inspection. The contractor's rate includes a 30% discount on any purchase at any one time of any Dyno Product of the City of Denton.

(C) City of Denton departments will receive a forty percent 40 % discount on all purchases of Dyno Dirt products.

(D) City of Denton employees will receive a twenty percent (20%) discount on all Dyno Dirt products.

#### **PRODUCT AVAILABILITY**

The City of Denton produces Dyno Dirt products throughout the year in varying limited quantities. The City of Denton does not guarantee the availability of any product, and expressly reserves the right to restrict the sale of any product based upon available volumes.

## LOCATION

All Dyno Dirt products may be purchased from the City of Denton at the following location:

### Location

### Address

Compost Sales Bldg

Water Reclamation Plant      1100 S. Mayhill Road, Denton, Texas

## WHOLESALE PURCHASES

All Dyno Dirt products purchased wholesale, for resale to the public, are to be identified as a City of Denton manufactured product. The wholesale purchaser must provide the City of Denton selling price information to the retail customer if it is requested.

## **SCHEDULE ST**

### **WASTEWATER TAP AND MANHOLE FEES**

(Effective 10/01/23)

#### **APPLICATION**

This schedule applies to the installation, removal, or relocation of wastewater taps by the City of Denton Utility Department at the request of any person, firm, association, corporation, or other legal entity.

#### **TAP FEES**

Any person, firm, association, corporation, or other legal entity that requests that a wastewater main tap be removed, installed, or relocated by the Wastewater Utility Department shall pay in advance to the Wastewater Utility Department the following applicable fees:

#### **WASTEWATER TAPS WITH CLEANOUT**

<u>Size of Tap</u>	<u>Paved Street</u>	<u>Unpaved Street</u>
4 inch	\$2,600.00	\$1,500.00
6 inch	\$2,700.00	\$1,650.00
8 inch	\$2,800.00	\$1,800.00

#### **MANHOLE BREAKOUT FEE**

6" – 12" Line	\$165.00
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#### **FEES FOR INSTALLATIONS NOT LISTED**

For installation of a tap or manhole for which a fee is not specified, the requestor shall pay in advance a deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation or similar work requested, the customer shall be billed at actual cost, as determined by the Wastewater Utility Department, plus a 20% administrative charge. Any excess deposit shall be refunded to the customer.

## **SCHEDULE STE**

### **TREATED EFFLUENT WASTEWATER TAP FEES**

(Effective 10/01/23)

#### **APPLICATION**

This schedule applies to the installation, removal, or relocation of treated effluent wastewater taps by the City of Denton Utility Department at the request of any person, firm, association, corporation, or other legal entity.

#### **TAP FEES**

Any person, firm, association, corporation, or other legal entity that requests that a wastewater main tap be removed, installed, or relocated by the Wastewater Utility Department shall pay in advance to the Wastewater Utility Department the following applicable fees:

#### **REUSE WASTEWATER LINE TAPS**

<u>Size of Tap</u>	<u>Paved or Unpaved Street</u>
4-inch	Actual cost per tap
6-inch	Actual cost per tap
8-inch	Actual cost per tap
12-inch	Actual cost per tap

#### **FEES FOR INSTALLATIONS NOT LISTED**

For installation of a tap for which a fee is not specified, the requestor shall pay in advance a deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation or similar work requested, the customer shall be billed at actual cost, as determined by the Wastewater Utility Department, plus a 20% administrative charge. Any excess deposit shall be refunded to the customer.

## **SCHEDULE OSSF**

### **ON-SITE SEWAGE FACILITY PERMIT FEES**

(Effective 10/01/23)

#### **APPLICATION**

This schedule applies to the new construction of on-site aerobic treatment systems, new construction of on-site non-aerobic treatment systems, and repair and alteration of both types of systems.

#### **OSSF PERMIT FEES**

Any person, firm, association, corporation, or other legal entity that requests a wastewater system work permit shall pay in advance to the Wastewater Utility Department the following applicable fees:

New Construction of aerobic treatment systems	\$500
Reinspection Fee of aerobic treatment systems	\$250
New Construction of non-aerobic treatment systems	\$300
Reinspection Fee of non-aerobic treatment systems	\$150
Repair or Alteration fees (All types of OSSF's)	\$200

## **SCHEDULE SWP**

### **COLLECTION AND TRANSPORTATION SERVICES PERMIT**

(Effective 10/01/23)

Any person, entity, or business engaged in the collection and transport of waste, recyclables, or other materials as classified within this rate schedule (Operator), and operating within the City of Denton must possess a current permit issued from the City prior to providing collection and transportation services. Any private container located within the City of Denton for use in waste and recyclables collection services is required to be permitted.

Permits for collection and transportation services are required for, but are not limited to, the following wastes and recyclables classifications, hereinafter referred to as Special Waste:

- Special Waste
- Medical Waste
- Hazardous Waste
- Grease & Grit Trap Waste
- Commercial and Industrial Recyclable Materials – containerized and baled
- Construction and Demolition (C&D) materials, recyclables, reusables, and discarded C&D materials
- Waste and recyclable collection service providers operating in newly annexed areas, or contract service providers for the city
- Refuse or recyclables that the City does not collect and transport.
- Waste Cooking Oil

An Operator shall apply for a permit from the city and shall pay the required application fees at the time of permit application. All permits are non-transferable and are granted as non-exclusive service permits. Granting permits will be at the discretion of the City to meet the needs of the community. The Operator must pay the required fees and meet all permit requirements prior to the issuance of a permit. Applicants must have a valid vehicle inspection and a valid permit issued by the Texas Commission of Environmental Quality (TCEQ) and a proof of insurance to be permitted.

#### **Granting of Permit**

As a condition of granting a permit, the person or entity receiving such permit (Permittee) agrees to execute and comply with all requirements of the service agreement, carry specific types and amounts of insurance as required by the City, submit reports, and pay the necessary fees by the specified due date. Following the granting of a permit, permit stickers shall be issued by the City and shall be placed by the Permittee on all vehicles operating within the city limits of Denton. Collection and transportation vehicles operating in Denton are required to display a current and valid calendar year permit decal at all times. If decals are lost by the Permittee, and are not visible on their vehicles, then the vehicles must be re-permitted by the Permittee, and all appropriate fees paid, prior to the vehicles or containers being placed in service within Denton's city limits. The City of Denton is not responsible for lost decals.

#### **Exclusions**

Individuals living within the City limits of Denton, and hauling personal materials, wastes, or

recyclables from their primary living residence are exempt from the requirements in this schedule SWP.

Any person, who transports Special Waste three or fewer times per year, shall register with the City on the forms provided for that purpose. No annual service fees are required, but registration and permitting through the City is required.

## **Fees**

### **Collection and Transportation Services Permit Fees**

#### **Service Providers**

Application Fee	Paid Annually	\$200.00
Service Fees:	Per Vehicle	\$400.00
Waste manifests:	Per Book of 100	\$40.00

Service providers desiring to provide services in more than one service category are required to complete permit documentation and pay the applicable fees for each service category they desire to provide within Denton's City limits. All fees paid are nonrefundable.

Application and service fees will be billed to the applicant through City of Denton's Customer Service Department. Service fees are non-transferable between vehicles and are unit specific.

## **Violations / 'No Operations' Declaration**

A person or business (legal entity) which has not been permitted by the City to operate within the City limits of Denton; or has been suspended by the City from operating within the City limits of Denton, Texas shall be charged a sum of up to \$500.00 per day by the City, for each day the person or legal entity transports or collects Special Waste within the City prior to receipt of a City of Denton permit, or during any suspension of a permit period. Each day of operation without a permit warrants a separate charge and any person committing such is subject to being charged a sum of up to \$500.00 for each day of operating without a valid permit. Following the receipt of a notice of suspension and prior to reinstatement to legally operate within the City limits of Denton, the Permittee must meet with the City staff to update their application and agreement and make payment of all amounts owed to the City related to this ordinance.

If any person or legal entity operates a vehicle, or allows the operation of a vehicle, within Denton's City limits which has not been permitted, operates any piece of equipment with an expired permit, commits a permit violation, or fails to make payment of the appropriate fees in a timely manner, the city will issue a 'No Operations' declaration to the person or legal entity, and assess all applicable permit violation fees. Once a person or legal entity has been issued a 'No Operations' declaration from the City, all services to be provided within Denton's City limits are required to cease. Following a meeting with the City staff, and the payment of all monies owed the City, the status of the permit will be determined by the City.

### **Revocation of Services & Non-Renewal of Permits**

If the City finds any requirement of the permit has been violated or observes service providers operating within Denton's City limits without current permits, the City may institute a 'No Operations' declaration. Additionally, the City may revoke or not renew the service provider's permit, thereby requiring the service provider to cease all operations within the City limits of Denton.

### **Reclassification of Recyclables**

Recyclables containing ten (10%) percent or more contamination, as determined by the City, will be considered refuse, and its collection may not be provided by service providers permitted under this ordinance. This material shall be reclassified as refuse and will be collected by the City of Denton. The Director of Solid Waste (Director) or the Director's designee, will make the final determination on whether stored recyclables contain excessive contamination, and may cause the reclassification of these materials to municipal solid waste (MSW), thereby negating the ability of a service provider to transport this material within Denton's City limits under their operating permit pursuant to this ordinance.

The City of Denton has the authority to inspect the contents of any container placed for pick up, or submitted for disposal in any manner at a location within Denton's City limits, in order to determine the materials content of the container, to ensure compliance with the contamination requirements, which shall not exceed 10%.

### **Terms and Renewal**

Permits are issued annually, beginning December 1, and are effective from January 1, or the date of issuance, whichever is later, through December 31 of the same calendar year. The permit application process should be initiated, and fees should be paid as early as possible during the last quarter of each calendar year for the upcoming calendar year so that adequate time is available for review and processing of the application.

## **SCHEDULE SD**

### **STORM DRAINAGE FEES**

(Effective 10/01/23)

#### **APPLICATION**

Applicable to all real property and appurtenances owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The Storm Drainage fee charged to each tract of real property is based upon the amount of impervious surface cover that results in water runoff or water quality impacts into the City of Denton drainage system.

#### **MONTHLY FEE – RESIDENTIAL (SDR)**

The residential fee is applicable to all single-family through fourplex real properties located within the corporate limits of the City of Denton, Texas, for which impervious surfaces can be individually identified. The residential fee is established by utilizing a block system. The fee charged in each fee block is set forth and established as follows:

<u>Fee Block</u>	<u>Per Bill</u>
0 – 600 Square Feet	\$0.50
601 – 1,000 Square Feet	\$1.00
1,001 – 2,000 Square Feet	\$3.35
2,001 – 3,000 Square Feet	\$5.45
3,001 – 4,000 Square Feet	\$7.60
4,001 – 5,000 Square Feet	\$9.75
5,001 – 6,000 Square Feet	\$12.00
Over 6,000 Square Feet	\$15.50

#### **MONTHLY FEE – NON-RESIDENTIAL (SDN)**

The non-residential fee is applicable to all other real property owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The non-residential fee is based upon the total square footage of impervious surface cover measured for each customer or owner.

Formula:

Measured Square Footage of Impervious Surface Cover x \$0.00186 per bill

#### **EXEMPTIONS**

The following real property owned and located within the corporate limits of the City of Denton, Texas shall be exempt from imposition of the residential fee or the non-residential fee:

1. Real property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system, not draining into the City of Denton drainage system, upon the real property's

inspection and certification by the City; or

2. Real property held and maintained in its natural state, until such time that the real property is developed, and all the public infrastructure constructed thereon has been accepted by the City; or

3. Real property, consisting of an unimproved subdivided lot, until such time as a structure has been built on the lot and a certificate of occupancy has been issued by the City.

No other exemptions to the residential fees or the non-residential fees are applicable.

## **SCHEDULE SDI**

### **STORMWATER REINSPECTION FEE**

(Effective 10/01/23)

#### **APPLICATION**

Applicable to active construction or land disturbing activities located within the corporate limits of the City of Denton, Texas. The Stormwater Reinspection Fee is charged to operators or designated representatives of projects where land disturbing activity, as defined by Denton Development Code, is occurring, including new construction, demolition, and redevelopment.

#### **RATE**

Reinspection fees for initial or periodic inspection resulting in non-compliance, notices of violation, or stop-work orders shall apply. Fees may be waived at discretion of the inspector in accordance with department guidelines for mitigating circumstances.

Fee: \$150.00/site inspection

SPECIAL FACILITIES RIDER  
(Effective 10/01/23)

- (1) If a customer service request for a special or unusual service not otherwise provided for by this Wastewater rate ordinance, or requires facilities and devices which are not normally and readily available at the location at which the customer requests the service, then the City shall provide the service subject to the requirements of paragraph 2 and 3 of this rider.
- (2) The total cost of all facilities required to meet the customer's special requirements which are incurred by the City in connection with rendering the service shall be established by a contract entered into between the City and the customer. Said contract shall be signed by both parties and approved as provided for in section (3) of this Special Facilities Rider prior to the City providing the requested service to the customer.
- (3) Any contract under this rider is subject to the following approvals:
  - (a) If the total value of the contract is less than \$100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then: it must be considered for a recommendation to City Council by the Public Utilities Board; and approval of the contract by the City Council is required prior to the contract being entered into by the City.
  - (b) If the total value of the contract is equal to or greater than \$100,000, the contract must be considered for a recommendation to City Council for approval by the Public Utilities Board; and approval of the contract by the City Council is required prior to being entered into by the City.

SECTION 2. Ordinance 22-1857 is hereby repealed as of the effective date of this ordinance.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all wastewater service rendered on and after October 1, 2023, and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_; the 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:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_



# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** PUB23-158, **Version:** 1

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### **AGENDA CAPTION**

Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates and fees for Water and Water service; repealing Ordinance No. 22-1856; providing for a repealer; providing for a severability clause; and providing an effective date.



# City of Denton

City Hall  
215 E. McKinney Street  
Denton, Texas  
www.cityofdenton.com

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## AGENDA INFORMATION SHEET

**DEPARTMENT:** Finance

**DCM:** Cassey Ogden

**DATE:** August 28, 2023

### **SUBJECT**

Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates and fees for Water and Water service; repealing Ordinance No. 22-1856; providing for a repealer; providing for a severability clause; and providing an effective date.

### **BACKGROUND**

The proposed Fiscal Year 2023-24 Water Operating Budget and CIP was presented to Public Utilities Board (PUB) on June 26 and July 10, 2023.

**The following summarizes the proposed changes:**

- With the exception of a new effective date, no changes are proposed.

### **RECOMMENDATION**

Staff recommends the PUB approve the Fiscal Year 2023-24 Wastewater Rates.

### **ESTIMATED SCHEDULE OF PROJECT**

Adoption of the budget and rates is scheduled for September 26, 2023.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

The proposed Water Fiscal Year 2023-24 Operating and Capital Budget was approved by PUB on August 14, 2024. City Council reviewed the Fiscal Year 2023-25 Operating Budget and Rates during the July 18 and August 5, 2022, meetings.

### **EXHIBITS**

1. Agenda Information Sheet
2. Water Red Line Rate Ordinance
3. Water Rate Ordinance

Respectfully submitted:  
Aimee Kaslik  
Interim Finance Director  
940-349-7899

ORDINANCE NO. 2+2-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES FOR WATER AND WATER SERVICE; REPEALING ORDINANCE NO. 19-2523; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Rate Schedules for water service as provided for in Section 26-127 of Chapter 26 of the Code of Ordinances are established as follows:

**WATER RATE SCHEDULES**

	<u>PAGE</u>
WR Residential Water Service	2
WC Commercial/Industrial Water Service Rate	6
WFH Metered Water From Fire Hydrant	9
WW Wholesale Treated Water Service to Upper Trinity Regional Water District	10
WRW Wholesale Raw Water Service to Upper Trinity Regional Water District	12
WCL Wholesale Raw Water Pass-Through to Upper Trinity Regional Water District from Lake Chapman into Lake Lewisville	13
Water Tap and Meter Fees	14
Fire Hydrant Installation	16
Water Laboratory Testing Fees	17
Special Facilities Rider	18

**SCHEDULE WR**  
**RESIDENTIAL WATER SERVICE**  
(Effective 10/01/~~21~~22)

**APPLICATION**

Applicable for single-family residential service, and ~~individually metered~~individually metered apartments, mobile homes, ~~or and~~ multi-family facilities with less than four units, with wastewater service and located within the corporate limits of the City of Denton, Texas. **(WR)**

Applicable for single-family residential service, and ~~individually metered~~individually metered apartments, mobile homes, ~~or and~~ multi-family facilities with less than four units, with or without wastewater service and located outside the corporate limits of the City of Denton, Texas ~~with or without wastewater service~~. **(WRO)**

Applicable where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. **(WRN)**

Applicable within the corporate limits of the City of Denton, Texas where the metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRI)**

Applicable outside the corporate limits of the City of Denton, Texas where metered water is ~~outside the corporate limits of the City of Denton, Texas and is~~ used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRIO)**

Not applicable to resale, temporary, standby, or supplementary service except in conjunction with applicable rider.

**MONTHLY RATE (WR) – RESIDENTIAL WATER SERVICE;**  
**AND MONTHLY RATE (WRN) – METERED WATER NOT RETURNED TO WASTEWATER**  
**SYSTEM FOR COLLECTION AND TREATMENT**

(1)	Facility Charge	<u>Per Bill</u>
	3/4 inch Meter	\$15.84
	1 inch Meter	\$20.59
	1-1/2 inch Meter	\$26.93
	2 inch Meter	\$34.06

(2) Volume Charge

<u>RATE BLOCK PER 30 DAYS</u>	<u>Rate Per 1,000 Gallons</u>
0-5,000 gals	\$3.63
5,001-7,000 gals	\$3.90
7,001-15,000 gals	\$4.05
15,001-30,000 gals	\$7.25

30,001-50,000 gals	\$9.68
Over 50,000 gals	\$12.04

#### MONTHLY RATES (WRO) – WATER SERVICE OUTSIDE CORPORATE LIMITS

##### MONTHLY RATE

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$18.40
	1 inch Meter	\$23.90
	1-1/2 inch Meter	\$31.30
	2 inch Meter	\$39.55
(2)	<u>Volume Charge</u>	
	<u>RATE BLOCK PER 30 DAYS</u>	<u>Rate Per 1,000 Gallons</u>
	0-5,000 gals	\$4.18
	5,001-7,000 gals	\$4.49
	7,001-15,000 gals	\$4.66
	15,001-30,000 gals	\$8.34
	30,001-50,000 gals	\$11.13
	Over 50,000 gals	\$13.85

#### MONTHLY RATES (WRI) – METERED WATER SERVICE FOR IRRIGATION

##### MONTHLY RATE

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$15.84
	1 inch Meter	\$20.59
	1-1/2 inch Meter	\$26.93
	2 inch Meter	\$34.06
(2)	<u>Volume Charge</u>	
	<u>RATE BLOCK PER 30 DAYS</u>	<u>Rate Per 1,000 Gallons</u>
	0-5,000 gals	\$3.63
	5,001-7,000 gals	\$3.90
	7,001-15,000 gals	\$4.05
	15,001-30,000 gals	\$7.25
	30,001-50,000 gals	\$9.68
	Over 50,000 gals	\$12.04

## MONTHLY RATES (WRIO) – METERED WATER SERVICE FOR IRRIGATION

### MONTHLY RATE

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$18.40
	1 inch Meter	\$23.90
	1-1/2 inch Meter	\$31.30
	2 inch Meter	\$39.55

### (2) Volume Charge

<u>RATE BLOCK PER 30 DAYS</u>	<u>Rate Per 1,000 Gallons</u>
0-5,000 gals	\$4.18
5,001-7,000 gals	\$4.49
7,001-15,000 gals	\$4.66
15,001-30,000 gals	\$8.34
30,001-50,000 gals	\$11.13
Over 50,000 gals	\$13.85

### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

### PAYMENT

Bills are due when rendered, and become past due if not paid within fifteen (15) calendar days from date of issuance.

### SPECIAL FACILITIES

All services which require special facilities in order to meet a ~~C~~customer's service requirements shall be provided, ~~;~~ subject to the Special Facilities Rider.

### VOLUME CHARGE

Billing for ~~the~~ water consumption shall be based on the gallon consumption during the billing period.

Formula:

$$\frac{\text{Gallons in rate block}}{1,000 \text{ gallons}} \times \text{rate per 1,000 gal. in rate block}$$

RETAIL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS –  
~~ORDINANCE NO. 2014-109. PURSUANT TO THE CURRENT CITY OF DENTON~~  
DROUGHT CONTINGENCY PLAN

Under Stage 2 drought conditions, residential customers shall be charged a 10% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

Under Stage 3 drought conditions, residential customers shall be charged a 20% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

## SCHEDULE WC

### COMMERCIAL/INDUSTRIAL WATER SERVICE RATE

(Effective 10/01/~~21~~22)

#### APPLICATION

Applicable ~~to~~for all commercial and industrial users, or other water users not otherwise classified under this ordinance, for all water provided at one point of delivery and measured through one meter. **(WC)**

Applicable for all commercial and industrial users or other users not otherwise classified under this ordinance outside of the corporate limits of the City of Denton for all water service provided at one point of delivery and measured through one meter, with or without wastewater service. **(WCO)**

Applicable where the metered water is used for commercial purposes and is not returned to the wastewater system for collection and treatment. **(WCN)**

Applicable where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCI)**

Applicable where metered water is outside the corporate limits of the City of Denton, Texas and is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCIO)**

Not applicable to resale service in any event, nor to temporary, standby, or supplementary service except in conjunction with applicable rider.

#### MONTHLY RATE (WC) and (WCN)

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$22.37
	1 inch Meter	\$31.68
	1 - 1/2 inch Meter	\$38.31
	2 inch Meter	\$50.99
	3 inch Meter	\$109.30
	4 inch Meter	\$216.71
	6 inch Meter	\$296.21
	8 inch Meter	\$415.01
	10 inch Meter	\$594.00
(2)	Volume Charge	\$4.34 per 1,000 gallons

### MONTHLY RATE (WCO) – OUTSIDE CORPORATE LIMITS

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$26.00
	1 inch Meter	\$36.80
	1-1/2 inch Meter	\$44.50
	2 inch Meter	\$59.25
	3 inch Meter	\$126.95
	4 inch Meter	\$251.75
	6 inch Meter	\$344.10
	8 inch Meter	\$482.10
	10 inch Meter	\$690.00
(2)	Volume Charge	\$5.10 per 1,000 gallons

### MONTHLY RATE (WCI) - IRRIGATION

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$22.37
	1 inch Meter	\$31.68
	1-1/2 inch Meter	\$38.31
	2 inch Meter	\$50.99
	3 inch Meter	\$109.30
	4 inch Meter	\$216.71
	6 inch Meter	\$296.21
	8 inch Meter	\$415.01
	10 inch Meter	\$594.00
(2)	Volume Charge	<u>Rate Per 1,000 Gallons</u> \$5.75

### MONTHLY RATE (WCIO) - IRRIGATION

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$26.00
	1 inch Meter	\$36.80
	1-1/2 inch Meter	\$44.50
	2 inch Meter	\$59.25
	3 inch Meter	\$126.95
	4 inch Meter	\$251.75
	6 inch Meter	\$344.10
	8 inch Meter	\$482.10
	10 inch Meter	\$690.00
(2)	Volume Charge	<u>Rate Per 1,000 Gallons</u> 6.61

## MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

## PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

## SPECIAL FACILITIES

All services which require special facilities in order to meet a cCustomer's service requirements shall be provided, subject to the Special Facilities Rider.

## VOLUME CHARGE

Billing for the water consumption shall be based on the consumption during the billing period.

Formula:

$$\frac{\text{Gallons consumption}}{1,000} \times \text{Rate per 1,000 gallons}$$

## COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS – ORDINANCE NO. 2014-109.

Under Stage 2 drought conditions, Commercial/Industrial customers shall be charged a 10% surcharge penalty for water usage above 80% of prior billing volumes per account per thirty (30) days.

Under Stage 3 drought conditions, Commercial/Industrial customers shall be charged a 20% surcharge penalty for water usage above 70% of prior billing volumes per account per thirty (30) days.

## **SCHEDULE WFH**

### **METERED WATER FROM FIRE HYDRANT**

(Effective 10/01/~~21~~22)

#### **APPLICATION**

Applicable for all water taken through a fire hydrant or other direct distribution line source at one location for private or commercial use not associated with firefighting. Customers must complete, sign, and agree to all terms and conditions stated in the “Fire Hydrant Meter Use Agreement.”

**DEPOSIT**                      \$1,100 per meter

User shall place a deposit each time a City's hydrant meter(s) is requested. The deposit will be returned when meter is returned and final bill is paid.

#### **NET RATE**

Volume Charge              \$5.07 per 1,000 gallons

Monthly volume shall be computed by subtracting the beginning meter reading from the ending meter reading divided by 1,000, and multiplied times the volume charge, upon the monthly return of the meter to the Water Department for reading. Per the “Fire Hydrant Meter Use Agreement”, failure by the Customer to return the meter to water utilities by the 3<sup>rd</sup> day of each month for reading, results in acceptance by the Customer to pay a monthly billing equal to 100,000 gallons of water usage for the month.

Facility Charge              \$110.63 per bill

#### **PAYMENT**

Bills are due when rendered, and become past due if not paid within fifteen (15) calendar days from date of issuance.

### **COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS – ORDINANCE NO. 2014-109.**

Under Stage 2 and Stage 3 drought conditions, use of water from fire hydrants limited to fire fighting, essential distribution system maintenance, and related activities. All other water use from fire hydrants will be by special permit only.

## SCHEDULE WW

### WHOLESALE TREATED WATER SERVICE TO UPPER TRINITY REGIONAL WATER DISTRICT

(Effective 10/01/~~21~~22)

#### APPLICATION

Applicable to all wholesale treated water sales from the City of Denton, Texas to the Upper Trinity Regional Water District (UTRWD)

Not applicable for temporary, standby, or supplementary service.

#### MONTHLY CHARGES

The monthly charge for service shall be expressed as a facility charge, a volume price per 1,000 gallons and a demand price per million gallons per day (MGD) of demand.

(WW2/WW3)	(1) Facility Charge	\$288.72 per bill
	(2) Water Volume Rate	\$0.61 per 1,000 gallons
(WD2/WD3)	(3) Subscribed Demand Rate	<u>\$667,879 per MGD (Annual)</u> 12 (Paid Monthly)

\*Full Payment of Annual Water Demand Adjustments:

As determined in the last month of each fiscal year (September), if any outstanding or unpaid annual water demand adjustment charges exist, they shall be included in their entirety on the monthly billing for the following month of October. Water demand adjustment charges shall be billed and payable in full, in accordance with the bill payment delinquency provisions provided for below.

#### MINIMUM BILLING

The minimum monthly billing amount shall be the sum of the monthly facility charge plus the monthly subscribed demand rate charge.

#### WATER DEMAND

The demand will be billed on a monthly basis at the Water Demand Rate for the subscribed MGD water demand level. If at anytime during the fiscal year the actual peak demand required, as established by the highest rate of flow controller setting for any one day during the fiscal year, is greater than the peak demand subscribed during the fiscal year, Aannual water demand charges will be retroactively adjusted up beginning in June for each water year,~~if anytime during the fiscal year the actual peak demand~~

~~required, as established by the highest rate of flow controller setting for any one day during the fiscal year, is greater than the peak demand subscribed during the fiscal year.~~

#### BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

## **SCHEDULE WRW**

### **WHOLESALE RAW WATER SERVICE TO UPPER TRINITY REGIONAL WATER DISTRICT**

(Effective 10/01/~~21~~22)

#### **APPLICATION**

Applicable to all raw water sales from the City of Denton, Texas to the Upper Trinity Regional Water District (UTRWD), per the Interim Sale of Wholesale Raw Water Contract

#### **MONTHLY CHARGES**

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge: \$**.7578** per 1,000 gallons

#### **PAYMENT**

Denton shall endeavor to render bills by the tenth (10<sup>th</sup>) day of each month. Bills shall be due and payable within twenty (20) calendar days of the date a bill is rendered.

#### **BILL PAYMENT DELINQUENCY**

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

## **SCHEDULE WCL**

### **WHOLESALE RAW WATER PASS-THROUGH TO UPPER TRINITY REGIONAL WATER DISTRICT FROM LAKE CHAPMAN INTO LAKE LEWISVILLE (Effective 10/01/~~21~~<sup>22</sup>)**

#### **APPLICATION**

Applicable to all pass-through raw water sent from Lake Chapman into Lake Lewisville by the Upper Trinity Regional Water District (UTRWD) per the Cooper Reservoir Project Contract, as well as, all Lake Chapman water reclaimed for reuse if discharged into and subsequently withdrawn from Lewisville Lake by UTRWD or Lewisville pursuant to a reuse permit or other appropriate regulatory authorization.

#### **MONTHLY CHARGES**

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge: \$0.0285 per 1,000 gallons

#### **PAYMENT**

Denton shall render bills monthly. Bills shall be due and payable within twenty (20) calendar days of the date a bill for service is rendered.

#### **BILL PAYMENT DELINQUENCY**

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

## **WATER TAP AND METER FEES**

(Effective 10/01/~~21~~22)

### **APPLICATION**

This schedule applies to the installation, removal, or relocation of water taps and meters by the City of Denton Utility Department at the request of a person, firm, association or corporation.

### **TAP AND METER FEES**

Any person, association of persons, or corporation that requests that a water main tap, water meter or water meter loop, be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:

#### **WATER TAPS WITH METER**

All taps and meters listed in this section include the installation of a water main tap, a service line from the main to the water meter, the meter box, and water meter. Water impact fees are not included. For situations where portions of this installation requires a pavement cut and repair or the water service line must be bored under the street, the Paved Street fee shall apply. For installations that require a full concrete panel section of pavement to be removed and replaced, or that require a meter larger than 2 inches, the Water Utility Department will provide a special price quotation (see “fees for installations not listed” section).

<u>Tap</u>	<u>Meter</u>	<u>Paved Street</u>	<u>Unpaved Street</u>
1 inch	5/8 inch x 3/4 inch	\$2,405.00	\$1,605.00
1 inch	3/4 inch x 3/4 inch	\$2,445.00	\$1,645.00
1 inch	1 inch	\$2,475.00	\$1,675.00
2 inch	1-1/2 inch	\$3,070.00	\$2,070.00
2 inch	2 inch	\$3,080.00	\$2,080.00

#### **WATER METER FEES**

This section applies where there is an existing water tap and service line of sufficient size to install a water meter. Situations include water meter installations for new developments and existing properties requesting a larger water meter with an existing adequately sized water tap and service line. Fees include installation and setup of a new water meter and a new water meter box (if required). Water impact fees are not included. For a meter larger than 2 inches, the Water Utility Department will provide a special price quotation (see “fees for installations not listed” section).

#### **Size of Meter**

5/8 inch x 3/4 inch	\$305.00
3/4 inch x 3/4 inch	\$345.00
1 inch	\$375.00

1-1/2 inch	\$670.00
2 inch	\$680.00

#### WATER METER RELOCATIONS

This section applies for relocations for existing water meters to remove them from conflicts with driveways, sidewalks and other surface obstructions. This standard fee covers relocation of the meter box and water meter and water service line up to 10 feet and does not include pavement removal or replacement. For distances longer than 10 feet, the Water Utility Department will provide a special price quotation in increments of 10 feet (see “fees for installations not listed” section).

#### Size of Meter      Relocation of 10 Feet or Less

3/4 inch	\$285.00
1 inch	\$285.00
1-1/2 inch	\$340.00
2 inch	\$390.00

#### WATER LINE TAPS

This section applies to the installation of all water main taps for extension of water mains, larger than 2 inch diameter service lines, and fire lines, including, but not limited to, fire sprinkler lines. The fees include the tapping sleeve and isolation gate valve, the installation of the tap, and the removal and restoration of the pavement for the water tap installation only. The contractor is responsible for installing the mainline extensions, service lines, and fire lines from the tapping sleeve isolation valve.

For tap installations impacting concrete pavement that require a full concrete panel section to be removed and replaced, the Water Utility Department will provide a special price quotation. If requested, the Water Utility Department can offer to make a short extension of the main or service line to the back side of the adjacent street curb line or street right of way line based upon a special price quotation (see “fees for installations not listed” section).

<u>Size of Tap</u>	<u>Paved Street</u>	<u>Unpaved Street</u>
4 inch	\$3,600.00	\$2,100.00
6 inch	\$3,800.00	\$2,200.00
8 inch	\$4,800.00	\$3,100.00
12 inch	\$5,500.00	\$4,000.00

#### FEES FOR INSTALLATIONS NOT LISTED

For the installation of a tap, loop or meter for which a fee is not specified, the requestor shall pay in advance based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%.

## **FIRE HYDRANT INSTALLATION**

(Effective 10/01/~~21~~22)

### **APPLICATION**

This schedule applies to the installation, removal, or relocation of fire hydrants by the City of Denton Utility Department at the request of a person, firm, association or corporation.

### **FIRE HYDRANT INSTALLATION FEES**

Any person, association of persons, or corporation that requests that a fire hydrant be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:

<u>Fire Hydrant Installation</u>	<u>Paved Street</u>	<u>Unpaved Street</u>
Installation Fee	\$6,200.00	\$4,300.00

### **FEES FOR INSTALLATIONS NOT LISTED**

For the installation of a fire hydrant for which a fee is not specified, the requestor shall pay in advance a 50% deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation, the applicant shall be billed at actual cost, as determined by the Utility Department, plus a 20% administrative fee.

## **WATER LABORATORY TESTING FEES**

(Effective 10/01/~~21~~22)

### **APPLICATION**

Applicable to all customers and entities requesting testing and analysis services from the City of Denton Water/Wastewater Laboratory

### **RATE**

<u>Fee Description</u>	<u>Fee Per Test</u>
Colilert (P/A), (Total Coliform, E. coli)	\$20.00
Colilert Quantitray (MPN), (Total Coliform, E. coli)	\$25.00
Colilert Quantitray (MPN), (Fecal Coliform)	\$25.00
Heterotrophic Plate Counts (HPC)	\$25.00
Records Search – per hour	\$25.00/hour

The testing and analysis fees are established to recover the cost of testing water and wastewater samples.

### **MINIMUM BILLING**

The minimum amount that may be billed shall be as follows:

\$20.00 - Testing

\$25.00 - Records Search

### **PAYMENT**

Bills are due when rendered, and become past due if not paid within fifteen (15) calendar days from date of issuance.

## **SPECIAL FACILITIES RIDER**

(Effective 10/01/~~24~~22)

- (1) All service shall be offered from available facilities. If a Customer service request for a special or unusual service not otherwise provided for by the water rate ordinance, and/or requires facilities or devices which are not normally and readily available at the location at which the Customer requests the service, then the City shall provide the service subject to the requirements of paragraphs 2 and 3 of this Rider.
  - (2) The total cost of all facilities required to meet the Customer's special or unusual requirements, which are incurred by the City in connection with rendering the service shall be subject to a contract entered into between the City and the Customer. This contract shall be signed by both parties prior to the City providing the requested service to the Customer.
  - (3) Any contract under this rider is subject to the following approvals:
    - (a) If the total value of the contract is less than \$100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.
    - (b) If the total value of the contract is equal to or greater than \$100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.
-

SECTION 2. Ordinance 21-2112 is hereby repealed as of the effective date of this ordinance.

SECTION 23. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent or in conflict with the terms of provisions contained in the amended schedule of rates hereby enacted by this ordinance, are hereby repealed to the extent of any such conflict.

SECTION 34. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 45. The Schedule of Rates herein adopted shall be effective, charged and applied to all water consumption occurring on and after October 1, ~~2021~~2022; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

The motion to approve this Ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_; the Ordinance was passed and approved by the following vote [\_\_\_\_ - \_\_\_\_]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
<del>Deb Armiter</del> Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
_____	_____	_____	_____	_____
<del>Paul Meltzer</del> Chris Watts, At Large Place 6:	_____	_____	_____	_____
_____	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ ~~2021~~2022.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
ROSA RIOS, CITY SECRETARY

By: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

| ~~CATHERINE~~ ~~CLIFTON~~ MACK REINWAND, ~~INTERIM~~ CITY ATTORNEY

By: \_\_\_\_\_

ORDINANCE NO. 23-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES AND FEES FOR WATER AND WATER SERVICE; REPEALING ORDINANCE NO. 22-1856; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Rate Schedules for water service as provided for in Section 26-127 of Chapter 26 of the Code of Ordinances are established as follows:

**WATER RATE SCHEDULES**

	<u>PAGE</u>
WR Residential Water Service	2
WC Commercial/Industrial Water Service Rate	6
WFH Metered Water From Fire Hydrant	9
WW Wholesale Treated Water Service to Upper Trinity Regional Water District	10
WD Water Demand	10
WRW Wholesale Raw Water Service to Upper Trinity Regional Water District	12
WCL Wholesale Raw Water Pass-Through to Upper Trinity Regional Water District from Lake Chapman into Lake Lewisville	13
Water Tap and Meter Fees	14
Fire Hydrant Installation	16
Water Laboratory Testing Fees	17
Special Facilities Rider	18

**SCHEDULE WR**  
**RESIDENTIAL WATER SERVICE**  
(Effective 10/01/23)

**APPLICATION**

Applicable for single-family residential service and individually metered apartments, mobile homes, and multi-family facilities with less than four units, with wastewater service and located within the corporate limits of the City of Denton, Texas. **(WR)**

Applicable for single-family residential service, and individually metered apartments, mobile homes, and multi-family facilities with less than four units, with or without wastewater service and located outside the corporate limits of the City of Denton, Texas. **(WRO)**

Applicable to a location inside the corporate limits of the City of Denton, Texas where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. **(WRN)**

Applicable to a location outside the corporate limits of the City of Denton, Texas where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. **(WRNO)**

Applicable within the corporate limits of the City of Denton, Texas where the metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRI)**

Applicable outside the corporate limits of the City of Denton, Texas where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRIO)**

Not applicable to resale, temporary, standby, or supplementary service except as otherwise expressly provided for in this ordinance.

**MONTHLY RATE (WR) – RESIDENTIAL WATER SERVICE**  
**AND MONTHLY RATE (WRN) – METERED WATER NOT RETURNED TO WASTEWATER**  
**SYSTEM FOR COLLECTION AND TREATMENT**

(1)	Facility Charge	<u>Per Bill</u>
	3/4 inch Meter	\$15.84
	1 inch Meter	\$20.59
	1-1/2 inch Meter	\$26.93
	2 inch Meter	\$34.06
(2)	Volume Charge	

**RATE BLOCK PER 30 DAYS**

**Rate Per 1,000 Gallons**

0-5,000 gals	\$3.63
5,001-7,000 gals	\$3.90
7,001-15,000 gals	\$4.05
15,001-30,000 gals	\$7.25
30,001-50,000 gals	\$9.68
Over 50,000 gals	\$12.04

**MONTHLY RATES (WRO) & (WRNO) – WATER SERVICE OUTSIDE CORPORATE LIMITS**

**MONTHLY RATE**

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$18.40
	1 inch Meter	\$23.90
	1-1/2 inch Meter	\$31.30
	2 inch Meter	\$39.55
(2)	<u>Volume Charge</u>	
	<u>RATE BLOCK PER 30 DAYS</u>	<u>Rate Per 1,000 Gallons</u>
	0-5,000 gals	\$4.18
	5,001-7,000 gals	\$4.49
	7,001-15,000 gals	\$4.66
	15,001-30,000 gals	\$8.34
	30,001-50,000 gals	\$11.13
	Over 50,000 gals	\$13.85

**MONTHLY RATES (WRI) – METERED WATER SERVICE FOR IRRIGATION**

**MONTHLY RATE**

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$15.84
	1 inch Meter	\$20.59
	1-1/2 inch Meter	\$26.93
	2 inch Meter	\$34.06
(2)	<u>Volume Charge</u>	
	<u>RATE BLOCK PER 30 DAYS</u>	<u>Rate Per 1,000 Gallons</u>
	0-5,000 gals	\$3.63
	5,001-7,000 gals	\$3.90
	7,001-15,000 gals	\$4.05
	15,001-30,000 gals	\$7.25
	30,001-50,000 gals	\$9.68
	Over 50,000 gals	\$12.04

## MONTHLY RATES (WRIO) – METERED WATER SERVICE FOR IRRIGATION

### MONTHLY RATE

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$18.40
	1 inch Meter	\$23.90
	1-1/2 inch Meter	\$31.30
	2 inch Meter	\$39.55

### (2) Volume Charge

<u>RATE BLOCK PER 30 DAYS</u>	<u>Rate Per 1,000 Gallons</u>
0-5,000 gals	\$4.18
5,001-7,000 gals	\$4.49
7,001-15,000 gals	\$4.66
15,001-30,000 gals	\$8.34
30,001-50,000 gals	\$11.13
Over 50,000 gals	\$13.85

### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

### PAYMENT

In accordance with Section 26-9(a) of the City of Denton Code of ordinances, bills are due when rendered, and become past due if not paid within fifteen (15) calendar days from date of issuance.

### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided subject to the Special Facilities Rider.

### VOLUME CHARGE

Billing for water consumption shall be based on the gallon consumption during the billing period.

Formula:

$$\frac{\text{Gallons in rate block}}{1,000 \text{ gallons}} \times \text{rate per 1,000 gal. in rate block}$$

RETAIL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS  
PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN

Under Stage 2 drought conditions, residential customers shall be charged a 10% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

Under Stage 3 drought conditions, residential customers shall be charged a 20% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

## **SCHEDULE WC**

### **COMMERCIAL/INDUSTRIAL WATER SERVICE RATE**

(Effective 10/01/23)

#### **APPLICATION**

Applicable for all commercial and industrial users, or other water users not otherwise classified under this ordinance, for all water provided at one point of delivery and measured through one meter. **(WC)**

Applicable for all commercial and industrial users or other users not otherwise classified under this ordinance outside of the corporate limits of the City of Denton for all water service provided at one point of delivery and measured through one meter, with or without wastewater service. **(WCO)**

Applicable where the metered water is used for commercial purposes and is not returned to the wastewater system for collection and treatment. **(WCN)**

Applicable where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCI)**

Applicable where metered water is outside the corporate limits of the City of Denton, Texas and is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCIO)**

Not applicable to resale service in any event, nor to temporary, standby, or supplementary service except as otherwise expressly provided for in this ordinance..

#### **MONTHLY RATE (WC) and (WCN)**

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$22.37
	1 inch Meter	\$31.68
	1 - 1/2 inch Meter	\$38.31
	2 inch Meter	\$50.99
	3 inch Meter	\$109.30
	4 inch Meter	\$216.71
	6 inch Meter	\$296.21
	8 inch Meter	\$415.01
	10 inch Meter	\$594.00
(2)	Volume Charge	\$4.34 per 1,000 gallons

### MONTHLY RATE (WCO) – OUTSIDE CORPORATE LIMITS

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$26.00
	1 inch Meter	\$36.80
	1-1/2 inch Meter	\$44.50
	2 inch Meter	\$59.25
	3 inch Meter	\$126.95
	4 inch Meter	\$251.75
	6 inch Meter	\$344.10
	8 inch Meter	\$482.10
	10 inch Meter	\$690.00
(2)	Volume Charge	\$5.10 per 1,000 gallons

### MONTHLY RATE (WCI) - IRRIGATION

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$22.37
	1 inch Meter	\$31.68
	1-1/2 inch Meter	\$38.31
	2 inch Meter	\$50.99
	3 inch Meter	\$109.30
	4 inch Meter	\$216.71
	6 inch Meter	\$296.21
	8 inch Meter	\$415.01
	10 inch Meter	\$594.00
(2)	Volume Charge	<u>Rate Per 1,000 Gallons</u> \$5.75

### MONTHLY RATE (WCIO) - IRRIGATION

(1)	<u>Facility Charge</u>	<u>Per Bill</u>
	3/4 inch Meter	\$26.00
	1 inch Meter	\$36.80
	1-1/2 inch Meter	\$44.50
	2 inch Meter	\$59.25
	3 inch Meter	\$126.95
	4 inch Meter	\$251.75
	6 inch Meter	\$344.10
	8 inch Meter	\$482.10
	10 inch Meter	\$690.00
(2)	Volume Charge	<u>Rate Per 1,000 Gallons</u> 6.61

### MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge.

### PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

### SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall be provided, subject to the Special Facilities Rider.

### VOLUME CHARGE

Billing for the water consumption shall be based on the consumption during the billing period.

Formula:

$$\frac{\text{Gallons consumption}}{1,000} \times \text{Rate per 1,000 gallons}$$

### COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN.

Under Stage 2 drought conditions, Commercial/Industrial customers shall be charged a 10% surcharge penalty for water usage above 80% of prior billing volumes per account per thirty (30) days.

Under Stage 3 drought conditions, Commercial/Industrial customers shall be charged a 20% surcharge penalty for water usage above 70% of prior billing volumes per account per thirty (30) days.

## **SCHEDULE WFH**

### **METERED WATER FROM FIRE HYDRANT**

(Effective 10/01/23)

#### **APPLICATION**

Applicable for all water taken through a fire hydrant or other direct distribution line source at one location for private or commercial use not associated with firefighting. Customers must complete, sign, and agree to all terms and conditions stated in the “Fire Hydrant Meter Use Agreement.”

**DEPOSIT**                      \$1,100 per meter

User shall place a deposit each time a City's hydrant meter(s) is requested. The deposit will be returned when meter is returned and final bill is paid.

#### **NET RATE**

Volume Charge              \$5.07 per 1,000 gallons

Monthly volume shall be computed by subtracting the beginning meter reading from the ending meter reading divided by 1,000, and multiplied times the volume charge, upon the monthly return of the meter to the Water Department for reading. Per the “Fire Hydrant Meter Use Agreement”, failure by the Customer to return the meter to water utilities by the 3<sup>rd</sup> day of each month for reading, results in acceptance by the Customer to pay a monthly billing equal to 100,000 gallons of water usage for the month.

Facility Charge              \$110.63 per bill

#### **PAYMENT**

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

#### **COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS - PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN.**

Under Stage 2 and Stage 3 drought conditions, use of water from fire hydrants limited to fire fighting, essential distribution system maintenance, and related activities. All other water use from fire hydrants will be by special permit only.

## **SCHEDULE WW**

### **WHOLESALE TREATED WATER SERVICE TO UPPER TRINITY REGIONAL WATER DISTRICT (Effective 10/01/23)**

#### **APPLICATION**

Applicable to all wholesale treated water sales from the City of Denton, Texas to the Upper Trinity Regional Water District (UTRWD)

Not applicable for temporary, standby, or supplementary service.

#### **MONTHLY CHARGES**

The monthly charge for service shall be expressed as a facility charge, a volume price per 1,000 gallons and a demand price per million gallons per day (MGD) of demand.

<b>(WW2/WW3)</b>	(1) Facility Charge	\$288.72 per bill
	(2) Water Volume Rate	\$0.61 per 1,000 gallons
<b>(WD2/WD3)</b>	(3) Subscribed Demand Rate	<u>\$667,879 per MGD (Annual)</u> 12 (Paid Monthly)

\*Full Payment of Annual Water Demand Adjustments:

As determined in the last month of each fiscal year (September), if any outstanding or unpaid annual water demand adjustment charges exist, they shall be included in their entirety on the monthly billing for the following month of October. Water demand adjustment charges shall be billed and payable in full, in accordance with the bill payment delinquency provisions provided for below.

#### **MINIMUM BILLING**

The minimum monthly billing amount shall be the sum of the monthly facility charge plus the monthly subscribed demand rate charge.

#### **WATER DEMAND**

The demand will be billed on a monthly basis at the Water Demand Rate for the subscribed MGD water demand level. If at any time during the fiscal year the actual peak demand required, as established by the highest rate of flow controller setting for any one day during the fiscal year, is greater than the peak demand subscribed during the fiscal year, annual water demand charges will be retroactively adjusted up beginning in June for each water year.

### BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

WHOLESALE RAW WATER SERVICE TO  
UPPER TRINITY REGIONAL WATER DISTRICT  
(Effective 10/01/23)

Applicable to all raw water sales from the City of Denton, Texas to the Upper Trinity Regional Water District (UTRWD), per the Interim Sale of Wholesale Raw Water Contract

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge: \$ .90083 per 1,000 gallons

Bills shall be due and payable within twenty (20) calendar days of the date a bill is rendered.

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

## **SCHEDULE WCL**

### **WHOLESALE RAW WATER PASS-THROUGH TO UPPER TRINITY REGIONAL WATER DISTRICT FROM LAKE CHAPMAN INTO LAKE LEWISVILLE (Effective 10/01/23)**

#### **APPLICATION**

Applicable to all pass-through raw water sent from Lake Chapman into Lake Lewisville by the Upper Trinity Regional Water District (UTRWD) per the Cooper Reservoir Project Contract, as well as, all Lake Chapman water reclaimed for reuse if discharged into and subsequently withdrawn from Lewisville Lake by UTRWD or Lewisville pursuant to a reuse permit or other appropriate regulatory authorization.

#### **MONTHLY CHARGES**

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge: \$0.0311 per 1,000 gallons

#### **PAYMENT**

Denton shall render bills monthly. Bills shall be due and payable within twenty (20) calendar days of the date a bill for service is rendered.

#### **BILL PAYMENT DELINQUENCY**

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

## **WATER TAP AND METER FEES**

(Effective 10/01/23)

### **APPLICATION**

This schedule applies to the installation, removal, or relocation of water taps and meters by the City of Denton Utility Department at the request of a person, firm, association or corporation.

### **TAP AND METER FEES**

Any person, association of persons, or corporation that requests that a water main tap, water meter or water meter loop, be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:

#### **WATER TAPS WITH METER**

All taps and meters listed in this section include the installation of a water main tap, a service line from the main to the water meter, the meter box, and water meter. Water impact fees are not included. For situations where portions of this installation requires a pavement cut and repair or the water service line must be bored under the street, the Paved Street fee shall apply. For installations that require a full concrete panel section of pavement to be removed and replaced, or that require a meter larger than 2 inches, the Water Utility Department will provide a special price quotation (see “fees for installations not listed” section).

<u>Tap</u>	<u>Meter</u>	<u>Paved Street</u>	<u>Unpaved Street</u>
1 inch	5/8 inch x 3/4 inch	\$2,405.00	\$1,605.00
1 inch	3/4 inch x 3/4 inch	\$2,445.00	\$1,645.00
1 inch	1 inch	\$2,475.00	\$1,675.00
2 inch	1-1/2 inch	\$3,070.00	\$2,070.00
2 inch	2 inch	\$3,080.00	\$2,080.00

#### **WATER METER FEES**

This section applies where there is an existing water tap and service line of sufficient size to install a water meter. Situations include water meter installations for new developments and existing properties requesting a larger water meter with an existing adequately sized water tap and service line. Fees include installation and setup of a new water meter and a new water meter box (if required). Water impact fees are not included. For a meter larger than 2 inches, the Water Utility Department will provide a special price quotation (see “fees for installations not listed” section).

#### **Size of Meter**

5/8 inch x 3/4 inch	\$305.00
3/4 inch x 3/4 inch	\$345.00

1 inch	\$375.00
1-1/2 inch	\$670.00
2 inch	\$680.00

#### WATER METER RELOCATIONS

This section applies for relocations for existing water meters to remove them from conflicts with driveways, sidewalks and other surface obstructions. This standard fee covers relocation of the meter box and water meter and water service line up to 10 feet and does not include pavement removal or replacement. For distances longer than 10 feet, the Water Utility Department will provide a special price quotation in increments of 10 feet (see “fees for installations not listed” section).

#### Size of Meter      Relocation of 10 Feet or Less

3/4 inch	\$285.00
1 inch	\$285.00
1-1/2 inch	\$340.00
2 inch	\$390.00

#### WATER LINE TAPS

This section applies to the installation of all water main taps for extension of water mains, larger than 2 inch diameter service lines, and fire lines, including, but not limited to, fire sprinkler lines. The fees include the tapping sleeve and isolation gate valve, the installation of the tap, and the removal and restoration of the pavement for the water tap installation only. The contractor is responsible for installing the mainline extensions, service lines, and fire lines from the tapping sleeve isolation valve.

For tap installations impacting concrete pavement that require a full concrete panel section to be removed and replaced, the Water Utility Department will provide a special price quotation. If requested, the Water Utility Department can offer to make a short extension of the main or service line to the back side of the adjacent street curb line or street right of way line based upon a special price quotation (see “fees for installations not listed” section).

<u>Size of Tap</u>	<u>Paved Street</u>	<u>Unpaved Street</u>
4 inch	\$3,600.00	\$2,100.00
6 inch	\$3,800.00	\$2,200.00
8 inch	\$4,800.00	\$3,100.00
12 inch	\$5,500.00	\$4,000.00

#### FEES FOR INSTALLATIONS NOT LISTED

For the installation of a tap, loop or meter for which a fee is not specified, the requestor shall pay in advance based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%.

## **FIRE HYDRANT INSTALLATION**

(Effective 10/01/23)

### **APPLICATION**

This schedule applies to the installation, removal, or relocation of fire hydrants by the City of Denton Utility Department at the request of a person, firm, association or corporation.

### **FIRE HYDRANT INSTALLATION FEES**

Any person, association of persons, or corporation that requests that a fire hydrant be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:

<u>Fire Hydrant Installation</u>	<u>Paved Street</u>	<u>Unpaved Street</u>
Installation Fee	\$6,200.00	\$4,300.00

### **FEES FOR INSTALLATIONS NOT LISTED**

For the installation of a fire hydrant for which a fee is not specified, the requestor shall pay in advance a 50% deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation, the applicant shall be billed at actual cost, as determined by the Utility Department, plus a 20% administrative fee.

## **WATER LABORATORY TESTING FEES**

(Effective 10/01/23)

### **APPLICATION**

Applicable to all customers and entities requesting testing and analysis services from the City of Denton Water/Wastewater Laboratory

### **RATE**

<u>Fee Description</u>	<u>Fee Per Test</u>
Colilert (P/A), (Total Coliform, E. coli)	\$20.00
Colilert Quantitray (MPN), (Total Coliform, E. coli)	\$25.00
Colilert Quantitray (MPN), (Fecal Coliform)	\$25.00
Heterotrophic Plate Counts (HPC)	\$25.00
Records Search – per hour	\$25.00/hour

The testing and analysis fees are established to recover the cost of testing water and wastewater samples.

### **MINIMUM BILLING**

The minimum amount that may be billed shall be as follows:

\$20.00 - Testing

\$25.00 - Records Search

### **PAYMENT**

Bills are due when rendered, and become past due if not paid within fifteen (15) calendar days from date of issuance.

## **SPECIAL FACILITIES RIDER**

(Effective 10/01/23)

- (1) All service shall be offered from available facilities. If a Customer service request for a special or unusual service not otherwise provided for by the water rate ordinance, and/or requires facilities or devices which are not normally and readily available at the location at which the Customer requests the service, then the City shall provide the service subject to the requirements of paragraphs 2 and 3 of this Rider.
- (2) The total cost of all facilities required to meet the Customer's special or unusual requirements, which are incurred by the City in connection with rendering the service shall be subject to a contract entered into between the City and the Customer. This contract shall be signed by both parties prior to the City providing the requested service to the Customer.
- (3) Any contract under this rider is subject to the following approvals:
  - (a) If the total value of the contract is less than \$100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.
  - (b) If the total value of the contract is equal to or greater than \$100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SECTION 2. Ordinance 22-1856 is hereby repealed as of the effective date of this ordinance.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent or in conflict with the terms of provisions contained in the amended schedule of rates hereby enacted by this ordinance, are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all water consumption occurring on and after October 1, 2023; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

The motion to approve this Ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_; the Ordinance was passed and approved by the following vote [\_\_\_\_ - \_\_\_\_]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:		_____		_____
_____				
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

By: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

By: \_\_\_\_\_



# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** PUB23-157, **Version:** 1

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### AGENDA CAPTION

#### Management Reports:

1. Future Agenda Items
2. New Business Action Items

## Future Public Utilities Board Agenda Items

Note: This is a working draft of pending PUB items and is subject to change without notice.

Meeting Date	Item	Dept
September 11, 2023		
September 25, 2023		
October 9, 2023	Final Wastewater Master Plan - Work Session	Water Utilities
October 23, 2023		
November 13, 2023		
December 11, 2023		

Codes: Work Session WS, Consent Agenda CA, Individual Consideration IC

## PUBLIC UTILITIES BOARD - NEW BUSINESS ACTION ITEMS

	DATE REQUESTED	REQUESTOR	ITEM	DEPT	STATUS
1.	5/8/23	Cheek	Update on Winter Storm Uri	DME	8/14/23
2.	7/24/23	Russell	Update on the Coal Plant	DME	TBD
3.	8/14/23	Russell	Information on cables hanging or dangling from the City's Utility Poles	DME	TBD