

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON DECEMBER 13, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$683,277.00; SAID FIRST AMENDMENT TO PROVIDE FOR THE CONFIGURATION AND IMPLEMENTATION OF ARCFM DESIGNER XI (DXI) FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7817 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$129,124.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$812,401.00).

WHEREAS, on December 13, 2022, City Council awarded a contract to Schneider Electric Smart Grid Solutions, LLC in the amount of \$683,277.00, for the configuration and implementation of Arc FM Designer XI (DXI) for Denton Municipal Electric; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Schneider Electric Smart Grid Solutions, LLC, which is on file in the office of the Purchasing Agent, in the amount of One Hundred Twenty-Nine Thousand One Hundred Twenty-Four and 0/100 (\$129,124.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$812,401.00.

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

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

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

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

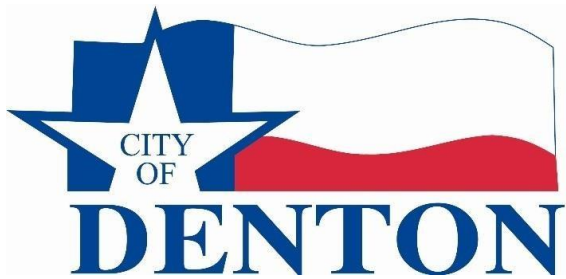
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Marcella Lunn*



Docusign City Council Transmittal Coversheet

RFP	7817
File Name	Arc FM Designer XI (DXI)
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND SCHNEIDER ELECTRIC SMART
GRID SOLUTIONS, LLC

THIS FIRST AMENDMENT TO CONTRACT 7817 (this “Amendment”) by and between the City of Denton, Texas (“City”) and SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC, (“Contractor”) to that certain contract executed on December 13, 2022, in the original not-to-exceed amount of \$683,277 (the “Agreement”); for services related to the **configuration and implementation of Arc FM Designer XI (DXI)**.

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount **\$129,124** with this First Amendment for an aggregate not-to-exceed amount of **\$812,401**; and

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

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

1. This Amendment modifies the Agreement amount to provide an additional **\$129,124** for additional services and materials to be provided in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of **\$812,401**.
2. The additional goods/services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for goods/services related to **configuration and implementation of Arc FM Designer XI (DXI)**, are hereby authorized to be performed by Contractor. For and in consideration of the additional goods/services to be performed by Contractor, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”.

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

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

“CONTRACTOR”
SCHNEIDER ELECTRIC SMART
GRID SOLUTIONS, LLC

Signed by:
By: Drew Ditter
AUTHORIZED SIGNATURE, TITLE

“CITY”
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

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

Signed by:
Antonio Puente, Jr Antonio Puente, Jr
F3760944C2BF4B5...
SIGNATURE PRINTED NAME

DME General Manager
TITLE
Electric
DEPARTMENT



Life Is On



Change Order

CHANGE ORDER #	Schneider Electric Project Number	ENTERED BY
005	1914 / U2-220851481	Joey Lim
SUBJECT		ENTRY DATE
Designer XI CO#4, CO#5 Amendment #1		6/6/2025
DESCRIPTION		
In accordance with the terms and conditions of the Contract by and between the City of Denton, Texas and Schneider Electric Smart Grid Solutions, LLC (Contract 7817), that was made and entered on 12/13/2022, both parties now wish to modify the Scope of Work entitled “Designer XI and SPIDAcalc Implementation as follows. This Change Order is a collection of the original CO#4 (fully executed April 3, 2025) and CO#5 with intention for Schneider Electric to de-scope and de-book the original CO#4 and add it into this Change Order, alongside with CO #5. Task #1.2.6 will be added as follows: 1.2.6 Compatible Unit Library & Specification ID Mapping Extension Schneider Electric will lead up to five (5) remote working session with Denton, Power Engineer and Starboard to discuss CUs, Macros, Drawn/non-Drawn CUs needed by Denton to produce a design to allow Maximo to estimate design cost and to allow GIS to perform As-Built. In conjunction with the working session, Schneider Electric will review CU spreadsheet, format defined by SE, from Power Engineer, recommend revision/remediation as necessary to meet Designer XI requirement and to facilitate discussion with Starboard to validate the spreadsheet readiness for upload to Maximo. Schneider Electric will provide an operational knowledge transfer session for up to five (5) Denton employees for post go-live maintenance of the CU Library and palette in Designer XI. Schneider Electric will provide up to three (3) one (1) hour remote knowledge transfer sessions. This task is necessitated to compensate for Task #1.2.5, Task Assumptions, • DME has established or will provide a comprehensive CU library for use with Designer XI. This task will help DME establish a strong foundational CU Library that DME can leverage to build up a more comprehensive CU Library for use with Designer XI at post Go-Live. Schneider Electric Deliverable(s): • Conduct and facilitate working sessions • Conduct and facilitate knowledge transfer session • Review CU spreadsheet and provide recommendation		



Life Is On

**DME Responsibilities:**

- Review and comment on the draft document with five (5)-business days
- Ensure that the appropriate DME personnel are invited and attend the document comment review conference call
- Formal approval of the CU spreadsheet for final loading into Designer XI and Maximo

Task Assumptions:

- Schneider Electric anticipates DME would designate personnel and backup personnel who are responsible for maintaining all the CUs needed by DME. This individual will actively participate in SE working sessions as well as the knowledge transfer sessions.

Task #1.2.7 will be added as follows:

1.2.7 UN Data Model Change Reconfiguration

Schneider Electric will perform configuration and mapping changes in Designer XI as well as Editor XI to align with changes made in the UN Data Model. The changes are listed in Appendix A of this change order.

Schneider Electric will perform the necessary EXI and DXI configuration and mapping changes within the SE internal PS environment to accommodate the updated UN Data Model changes. Upon validation and passing, SE will perform the identical DXI and EXI configuration and mapping changes in the DME DEV and TEST environments. Schneider Electric will perform smoke testing and identify a set of regression test cases that DME will need to conduct.

Schneider Electric will conduct one (1) two-hour knowledge transfer session to demonstrate the methods and steps to perform configuration and mapping changes in response to a data model change.

Schneider Electric Deliverable(s):

- Align SE internal (PS) environment with the changes
- Perform DXI and EXI configuration and mapping changes
- Identify regression test cases required
- Republish map services and regenerate GRR files
- Repeat activities in DME DEV and perform smoke testing
- Support Denton or CyberTech to repeat the activities in DME TEST

DME Responsibilities:

- Ensure DME DEV and DME TEST UN databases have the new data model
- Ensure DME or CyberTech availability to support and to perform the activities in DME's TEST environment

Task Assumptions:

- Schneider Electric expects the databases in DME DEV and TEST contain the new data model.



Life Is On



- Schneider Electric anticipates DME would designate personnel and backup personnel who are responsible for maintaining data model changes. This individual will perform regression testing and actively participate in the knowledge transfer session.

Task #1.3.4 will be added as follows:

1.3.4 Designer XI and Maximo Integration Extended Testing

Schneider Electric will participate and contribute WMSI expertise up to three (3) 2-hour working sessions for testing and troubleshooting with Starboard to confirm that the integration between two applications is functioning as expected. Schneider Electric will perform minor fine-tuning of Designer XI or WMSI configuration. Schneider Electric will analyze code adjustments needed. Resolution and services uncovered will be addressed through a change order.

Schneider Electric Deliverable(s):

- Remote working session
- Defect resolution report

DME Responsibilities:

- Maximo (DEV) and DXI (TEST) environment support as required (IT and/or business)
- Ensure the appropriate integrations are available for testing

Task #1.3.5 will be added as follows:

1.3.5 Support Regression Testing for Maximo AWS Cloud Platform

Schneider Electric will provide remote support to DME for identifying regression test cases related to DXI-Maximo integration and if there are other test cases that may be impacted by the change of the Maximo hosting platform. Schneider Electric will support DME testers in executing DXI Test Cases. SE will provide up to 10-hours of troubleshooting hours, in the event critical failure of DXI is identified. Should more extensive troubleshooting be required, or any change is required, it will be addressed through a change order.

Schneider Electric Deliverable(s):

- Provide a list of test cases required for regression testing
- Provide remote support for DME to execute the regression testing

DME Responsibilities:

- Maximo (DEV) and DXI (TEST) environment support as required (IT and/or business)
- Ensure the appropriate integrations are available for testing

Task #1.3.6 will be added as follows:



Life Is On



1.3.6 Extended Designer XI and Maximo Integration Testing Support

Schneider Electric will provide three (3) consecutive weeks of remote support to DME/Starboard for troubleshooting issues related to DME implementation of Designer XI and Maximo integration. Schneider Electric will provide relevant information as requested by DME/Starboard; and participate in troubleshooting sessions as deemed necessary by DME and Starboard.

Schneider Electric Deliverable(s):

- Participate troubleshooting sessions with DME/Starboard
- Resolve issues uncovered that are related to Design XI and WMSI
- Provide relevant information to DME/Starboard as requested within 48-hours turnaround time

DME Responsibilities:

- Facilitate troubleshooting sessions
- Schedule troubleshooting sessions within mutually agreeable timeframe
- Ensure availability of DME/Starboard SME participation

Assumptions:

- Additional SE support effort and time extension required to complete Maximo configuration for the integration will be addressed with a change order

Task #1.6.4 will be added as follows:

1.6.4 Extended System Acceptance Testing (SAT)

Schneider Electric will provide four (4) consecutive weeks of remote support for DME for conducting System Acceptance Test (SAT). Schneider Electric will support DME to conduct SAT and work with DME to resolve issues as uncovered during SAT. Process highlighted in task #1.6.2 of the original SOW will be followed as guideline in issue resolution. Scope of this SAT will include the following:

- Support DME in executing SAT Test Cases that require the additional CUs added as part of Change Order #4, task #1.2.6
- Confirm DXI proper configuration change made to comply with UN Data Model as defined in Change Order #4, task #1.2.7
- Support DME in executing blocked DXI-Maximo SAT Test Cases as defined in Change Order #4, task #1.3.4

Schneider Electric Deliverable(s):

- Provide SAT support as defined above
- Provide issue resolution and regression testing support as defined
- Resolve Severity 1 (S1) and Severity 2 (S2) defects

DME Responsibilities:



Life Is On



- Perform SAT
- If required, provide remote access to the testing environment for Schneider Electric technical personnel
- Provide final acceptance of the solution prior to cut-over and Go-Live activities

Task #3.0 will be added as follows:

3.0 Upgrade Support

Schneider Electric will provide up-to twenty (20) hours of issue resolution support for DME initiative to upgrade the following software:

- ArcGIS Pro from version 3.1 to 3.3
- ArcGIS Enterprise version 11.1 to 11.3
- Enterprise Geodatabase version 11.1 to 11.3
- ArcFM Editor XI 2025 C1
- ArcFM Mobile
- ArcFM Design XI 2025 C1
- .Net 8

DME will upgrade the software in DME DEV Environment. Schneider Electric support will be limited to responding to questions, providing relevant information, and participating in troubleshooting session related to the upgrade in DME DEV environment in an as-needed basis. SE support will be limited to issues relevant to ArcFM XI Series product.

Schneider Electric Deliverable(s):

- Participate and provide ArcFM XI expertise in troubleshooting sessions as related to ArcFM XI Series product
- Provide information and documentation relevant to ArcFM XI series products

DME Responsibilities:

- Facilitate troubleshooting sessions
- Schedule troubleshooting sessions within mutually agreeable timeframe
- Ensure availability of SME participation
- Fix defects caused by configuration

Assumptions:

- Upgrade in TEST environment will not be performed until Designer XI implementation is complete
- Product defect uncovered will be addressed by Schneider Electric Standard Support
- SE Support will be limited to ArcFM XI Series product
- Custom code defects uncovered will be addressed through change order
- Additional hours needed will be addressed through change order



Life Is On



In the Service Quote, the Parties wish to remove the existing milestone payment schedule and replace it with the following:

MP#	TASK ID	TASK DESCRIPTION	% OF TOTAL	COST
1	1.1	Project Initiation	3%	\$20,360.00
2	1.2.1- 1.2.3	System Architecture Review, Maximo Integration Design, SPIDACalc Integration	11%	\$67,740.00
3	1.2.4	Business Process & Design Lifecycle Review	6%	\$34,510.00
4	1.2.5	Data Prep/CU Library & Specification ID	4%	\$24,270.00
5	1.3.1	Prepare FTC Development Environment	12%	\$70,520.00
6	1.3.2	Build Integration	17%	\$104,630.00
7	1.3.3	Custom Designer XI and Maximo Integration Workflow Contract signing		\$21,141.00
8	1.3.3	Custom Designer XI and Maximo Integration Workflow Complete development		\$21,140.00
9	1.4	Test and Acceptance Planning	3%	\$18,080.00
10	1.5	Installation & Configuration of Denton DEV	11%	\$66,610.00
11	1.6.1	Factory Acceptance Testing (FAT)	6%	\$37,640.00
12	1.6.3	Installation & Configuration of Denton TEST	2%	\$12,100.00
13		Upon Change Order Signing (previous version of CO#4, invoiced #9616328895)		\$39,700.00
14	1.2.6, 1.3.4	Compatible Unit Library & Specification ID Mapping Extension Designer XI and Maximo Integration Extended Testing		\$19,850.00
15	1.2.7, 1.3.5	UN Data Model Change Reconfiguration Support Regression Testing for Maximo AWS Cloud Platform		\$19,850.00
15.1		Upon signing of Designer XI CO#4, CO#5 Amendment #1		\$47,950.00
16	1.6.2	Original System Acceptance Testing (SAT/UAT)	6%	\$37,040.00
16.1	1.6.2	CO #5 System Acceptance Testing (SAT/UAT)		\$47,950.00
17	1.7	Training	2%	\$14,450.00
18	1.8	Go-Live - Production Migration	5%	\$30,800.00
19	2.1	SPIDA Design Sessions	3%	\$16,330.00
20	2.2	SPIDA Client File Configuration	4%	\$27,050.00
21	2.3	SPIDA Consulting	1%	\$4,750.00
22	2.4	SPIDA Onsite Training	3%	\$7,940.00
TOTAL SERVICES COSTS:				\$812,401.00



Life Is On



Total Cost

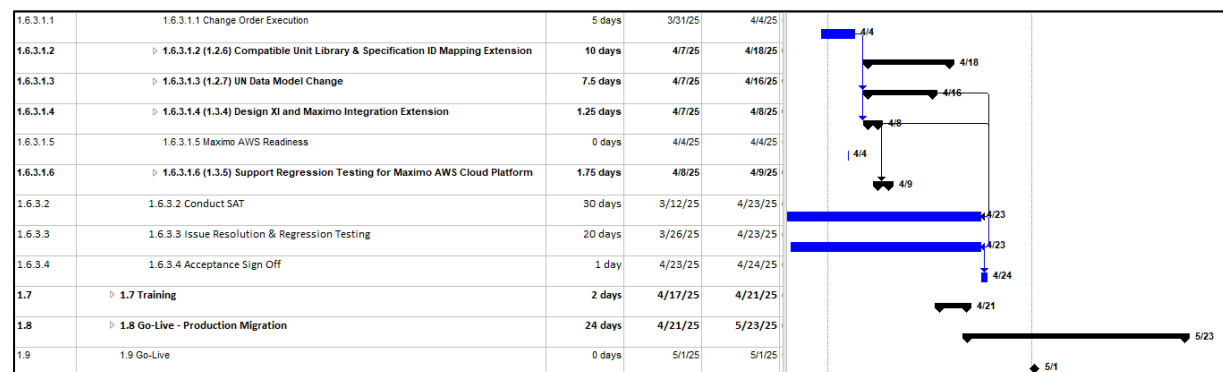
De-book of the original CO4: -\$79,400

Total of this CO5: \$ 175,300.00

Total Project Cost was: \$ 637,101.00. Total Project Cost upon approval: \$ 812,401.00

Schedule Impact

Timeline impact for tasks #1.2.6, 1.2.7, 1.3.4 and 1.3.5 is displayed below



Tasks 1.3.6 and 1.6.4 will be executed in parallel with currently planned tasks. Therefore, they will not impact project schedule.

Task 3.0 will not impact project schedule.

ACCEPTED AND AGREED:

Denton Municipal Electric
(Client)

Schneider Electric Smart Grid Solutions, LLC
(Contractor)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

Schneider Electric Smart Grid
Solutions, LLC

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

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

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

Name of Officer

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 relations hip 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.

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

5 Signed by:

Drew Ditter

6/24/2025

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 47999D61-F5C7-4725-96CF-7EFDAA375EAF

Status: Sent

Subject: Please DocuSign: City Council Contract 7817, ArcFM Designer XI, Amendment 1, NTE Increase

Source Envelope:

Document Pages: 12

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

6/16/2025 8:43:14 AM

Christa.Christian@cityofdenton.com

Signer Events

Signature

Timestamp

Christa Christian

Completed

Sent: 6/16/2025 8:48:36 AM

christa.christian@cityofdenton.com

Viewed: 6/16/2025 8:48:47 AM

Purchasing Supervisor

Signed: 6/16/2025 8:48:55 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell



Sent: 6/16/2025 8:48:57 AM

lori.hewell@cityofdenton.com

Viewed: 6/16/2025 8:54:29 AM

Purchasing Manager

Signed: 6/16/2025 8:54:56 AM

City of Denton

Security Level: Email, Account Authentication
(None)

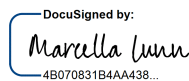
Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 6/16/2025 8:54:59 AM

marcella.lunn@cityofdenton.com

Viewed: 6/16/2025 10:48:28 AM

Senior Deputy City Attorney

Signed: 6/16/2025 10:54:07 AM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Drew Ditter



Sent: 6/16/2025 10:54:10 AM

drew.ditter@se.com

Resent: 6/16/2025 1:38:39 PM

Global Operations Director

Resent: 6/18/2025 4:08:47 PM

Schneider Electric Smart Grid Solutions, LLC.

Viewed: 6/24/2025 3:58:37 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

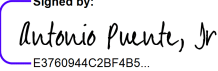
Using IP Address: 165.225.10.100

Signed: 6/24/2025 4:01:34 PM

Electronic Record and Signature Disclosure:

Accepted: 6/16/2025 2:30:57 PM

ID: 86dc67d1-9268-42b1-a3a7-2f80ad1b8f86

Signer Events	Signature	Timestamp
Antonio Puente, Jr Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/24/2025 4:36:04 PM ID: 3d42b8a5-6d9d-472b-bcda-57ee9319f332	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 2600:100c:b2ac:5083:d93:568f:9e49:989a Signed using mobile	Sent: 6/24/2025 4:01:37 PM Viewed: 6/24/2025 4:36:04 PM Signed: 6/24/2025 4:36:36 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		Sent: 6/24/2025 4:36:42 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Lauren Thoden lauren.thoden@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		

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

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/16/2025 8:48:57 AM
--	-------------------	----------------------------

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/13/2025 7:15:49 AM ID: c5c90e38-05b8-46ef-a33e-cc7a6ebf93e9	COPIED	Sent: 6/24/2025 4:36:43 PM Viewed: 6/25/2025 12:11:49 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/16/2025 8:48:36 AM
Envelope Updated	Security Checked	6/16/2025 1:38:38 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, 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:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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

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