ORDINANCE NO. __________

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND BLACK & VEATCH CORPORATION, AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON MARCH 21, 2023, IN THE NOT-TO-EXCEED AMOUNT OF $185,687.00; AMENDED BY AMENDMENT 1 APPROVED BY PURCHASING; SAID SECOND AMENDMENT TO PROVIDE ADDITIONAL ADVANCED METERING INFRASTRUCTURE (AMI) IMPLEMENTATION PROGRAM OVERSIGHT AND DEPLOYMENT PROGRAM MANAGEMENT FOR THE WATER METERING DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7574-023 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $392,750.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $614,353.00).

WHEREAS, on March 21, 2023, by Ordinance No. 23-582, the City awarded a contract to Black & Veatch Corporation, in the amount of $185,687.00, for Advanced Metering Infrastructure Deployment Program Management – Proof of Concept for the Water Metering Department; and

WHEREAS, on July 29, 2024, Purchasing awarded a First Amendment to Black & Veatch Corporation, in the amount of $35,916, to provide a vendor system requirement evaluation, development of proposal evaluation criteria, and finally, create an AMI RFP; and

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

WHEREAS, the additional fees under the proposed Second 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 Second Amendment, increasing the amount of the contract between the City and Black & Veatch Corporation, which is on file in the office of the Purchasing Agent, in the amount of Three Hundred Ninety-Two Thousand Seven Hundred Fifty and 0/100 ($392,750.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to $614,353.00.

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:
INGRID REX, INTERIM CITY SECRETARY

BY: _________________________________

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

CITY OF DENTON

Docusign City Council Transmittal Coversheet

PSA	7574-023
File Name	AMI Proof of Concept Amendment 2
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

DS
LH

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND BLACK & VEATCH CORPORATION
PSA 7574-023

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 7574-023 ("Amendment") by and between the City of Denton, Texas ("City") and Black & Veatch Corporation ("Engineer"); to that certain contract executed on March 21, 2023, in the original not-to-exceed amount of $185,687 (the "Original Agreement"); amended on July 29, 2024 in the additional amount of $35,916 aggregating a not-to-exceed amount of $221,603 (the "First Amendment (collectively, the Original Agreement, and the First Amendment, are the "Agreement") for services related to AMI Deployment Proof of Concept.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $392,750 with this Amendment for an aggregate not-to-exceed amount of $614,353; and

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

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

1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to AMI Deployment Proof of Concept, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A" to this Amendment, attached hereto and incorporated herein for all purposes, a total fee, including reimbursement for non-labor expenses an amount not to exceed $392,750.

2. This Amendment modifies the Agreement amount to provide an additional $392,750 for the additional services with a revised aggregate not to exceed total of $614,353.

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

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

"Engineer"

BLACK & VEATCH CORPORATION

DocuSigned by:

By: Ignacio Cadena

0E136B1C5D24407...

AUTHORIZED SIGNATURE, TITLE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By:

DocuSigned by:

Marcella Lunn

4B070831B4AA438...

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: ______________________________

ATTEST:

By: ______________________________

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

Signed by:

Stephen D. Gay

7EB48B972BF4A9...

SIGNATURE

Stephen D. Gay
PRINTED NAME

General Manager
TITLE

Water Utilities and Street Operations
DEPARTMENT

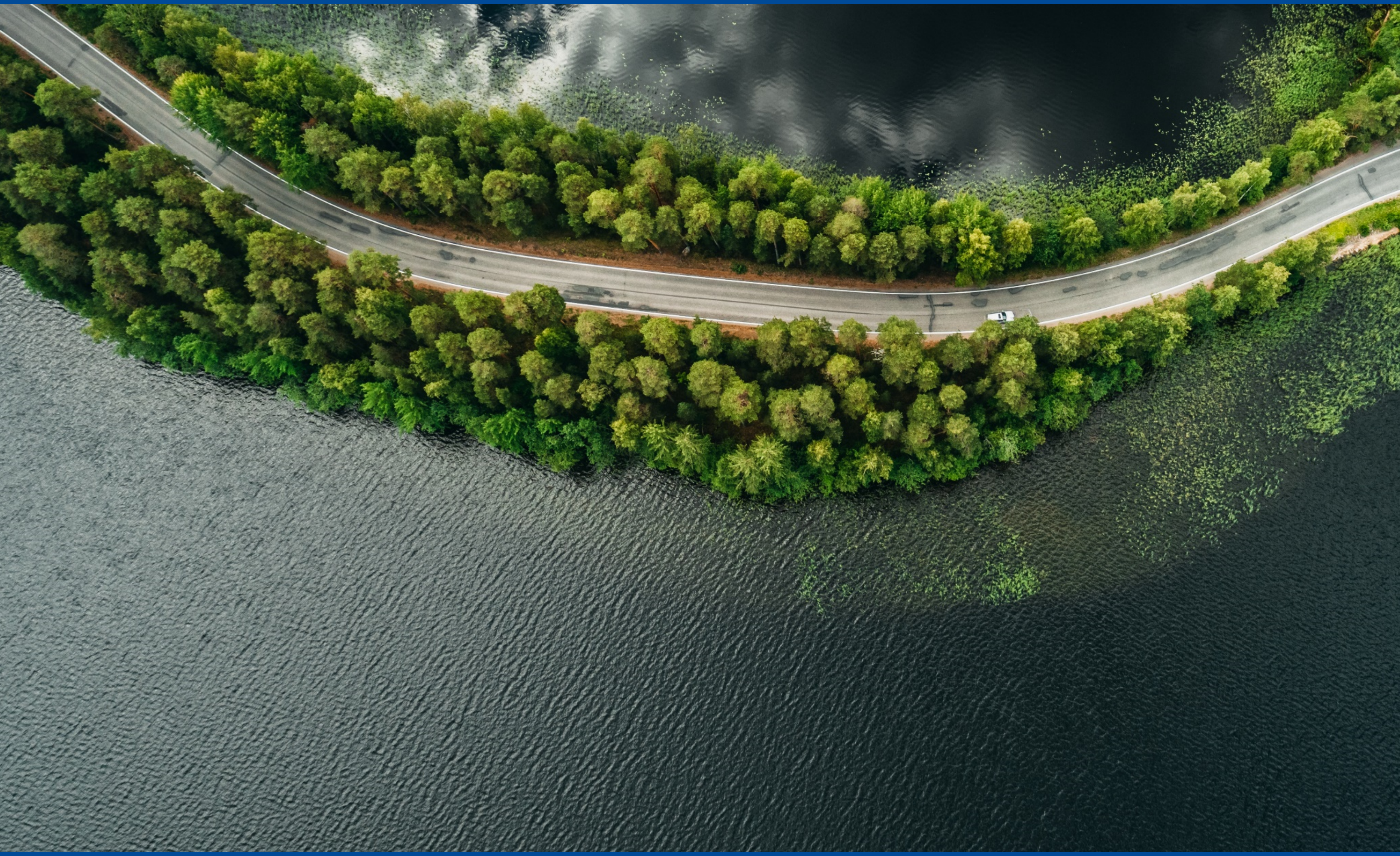
Exhibit- A

Advanced Metering Infrastructure Program Oversight

City of Denton

SEPTEMBER 2, 2025

BLACK & VEATCH CORPORATION



BLACK & VEATCH

Black & Veatch Corporation
11401 Lamar Avenue, Overland Park, KS, 66211
P +1 817 271 4273 | E Chastain-Howleya@bv.com

September 2, 2025

City of Denton
Mr. Casey Bowles
casey.bowles@cityofdenton.com

RE: Proposal for Advanced Metering Infrastructure Program Oversight.

Dear Casey:

Black & Veatch is pleased to present our proposal to the City of Denton to provide support for Advanced Metering Infrastructure Program Oversight.

By leveraging our in-house specialists, who are experienced in all aspects of water systems and Advanced Metering Infrastructure (AMI), Black & Veatch will assist the City of Denton in gaining a comprehensive understanding of the required infrastructure, contracting, and implementation services for the proposed AMI project. Our team's experience in metering systems, combined with subject matter technical expertise, will enable a tailored approach to this project that meets the City's needs.

We appreciate the opportunity to demonstrate our capabilities and we look forward to working together with you on this important project. Should you have any questions, please contact Andrew Chastain-Howley at +1 817 271 4273 (M) or Chastain-Howleya@bv.com.

Very truly yours,

Black & Veatch Corporation

Ana Stagg Smith, P.E., CFM
Project Manager

Enclosure(s)

cc: Andrew Chastain-Howley, Technical Director of Water Solutions
Stephanie Bache, Associate Vice President

1.0 Project Understanding & Approach

Project Understanding

The City of Denton (City) has identified a need for consulting assistance with contracting and conducting program implementation oversight of the proposed Advanced Metering Infrastructure (AMI) project. This will encompass the water system AMI deployment of approximately 40,000 meters and integration with existing city systems.

Scope of Services

Project Management and Kick-Off Meeting

Project management will continue through the life of the project on at least a monthly frequency. The expectation is that the AMI installation will occur over an 18-month period.

The Kick-off meeting is one of the most important tasks of the project as it sets the stage for project success by initiating teamwork and collaboration. We will identify project goals and success factors for each participant and the overall program during this meeting. We will establish the vision for defining success for each project phase (begin with the end in mind), define how we will communicate, and set parameters for functioning as a high-performing team. This exercise will clarify the overall program plan and participants' expected roles.

Vendor Contracting Assistance

Black & Veatch will support the City in the final negotiations and advise on execution of the required vendor agreements. During this task, Black & Veatch will take on the role of "Trusted Advisor," whereby the vendor negotiation and contracting process should include the following key activities:

- Initial Vendor negotiation review (internal)
- Initial preparation for negotiations
- Develop statement of work
- Assist with negotiation of contract terms
- Assist with execution of final contract

As the City's trusted advisor, it is expected that Black & Veatch will primarily support the development and review of the technical and functional aspects of the solution for the contract documents in support of the City. The negotiating and contracting for the vendor agreements will be executed by the City.

AMI Project Oversight Preparation

Black & Veatch will develop the reporting mechanisms (such as Business Intelligence interfaces) to manage incoming data from the vendor. This will involve meetings with the vendor to determine the types, structure. location, and frequency of data available for reporting. The City will be provided with draft templates for review and approval before initiating the reporting upon the start of implementation.

AMI Installation Oversight

Black & Veatch will conduct bi-weekly (every two weeks) review of AMI Implementation work progress and develop a bi-weekly report on progress and issues. Black & Veatch will also conduct monthly field reviews of actual project implementation shadowing installation field crews one day per month and providing feedback on in-the-field deployment challenges and successes to the City.

The project oversight team will address deployment, project communications, reporting, and proper controls. In our experience, a project of this size would have three main phases:

- Proof of Concept – Ensuring the base needs of the Authority are met – 25 – 100 endpoints.
- Testing Phase – Review any vendor and/or City testing/reviewing of product, installation procedures, billing and integration test review and any other processes that impact full deployment – Target timing 5-10% of endpoints.
- Full Deployment – Rest of deployment to substantially complete.

Data Integration Oversight

Black and Veatch will work with the City and the Vendor to conduct oversight on data systems Integration. Black & Veatch's role is to oversee the work to assure the vendor is meeting its commitments. Black & Veatch's process of overseeing the system integration success is a combination of witnessing the testing or reviewing the test details that were witnessed by the City assigned testing leads.

For any System Acceptance Test, City employees will be performing the tests or in some cases witnessing the tests. Black & Veatch will provide advice and/or suggested methodology to be used by the City employees. Black & Veatch will review test reporting and identify necessary items for resolution and/or re-testing.

Key task objectives:

- Coordinate and provide oversight assistance on data systems integration.
- Track any missed results in bi-weekly status reports.

Project Closeout Assistance

Black & Veatch will conduct a wrap up review of the completed AMI program and outline challenges faced and solutions implemented. Any continuing challenges will be reported in a close-out report.

2.0 Schedule

The proposed project timeline is:

- 8 weeks from NTP for Contract assistance.
- 78 weeks from completion of Contract with Vendor for AMI Installation oversight.

3.0 Pricing and Terms

Pricing

Black & Veatch will complete the above Scope of Services on a Time & Material (T&M) basis not to exceed (NTE), for the project duration in accordance with the hourly billing rates provided in our Billing Rates – Appendix A. Black & Veatch will invoice monthly for Time and Expenses incurred. Note that billing rates will increase by 3% on March 31st of each calendar year.

This fee is based upon the anticipated level of effort required for the scope of services outlined above.

TASK NO.	DESCRIPTION	FEE
1	Project Management	$65,294
2	Vendor Contracting Assistance	$34,120
3	AMI Project Oversight Preparation	$22,117
4	AMI Installation Oversight	$189,459
5	Data Integration Oversight	$65,058
6	Project Closeout Assistance	$8,702
	Expenses	$8,000
	Total + Expenses	$392,750

Advanced Metering Infrastructure Program Oversight.. $392,750

Proposal Validity

These Fees are based upon the anticipated level of effort required for the scope of services outlined above. This Proposal and the Fees shall be in effect for sixty (60) days from the date submitted.

Terms & Conditions

Black & Veatch will execute these services under the existing City of Denton Contract between Black & Veatch Corporation and City of Denton, reference 7574-023 Black & Veatch Corporation is our proposed contracting entity.

Assumptions & Clarifications

Unless expressly mentioned in this scope or deliverables summary, the following items and activities are considered out-of-scope for this project or are considered an assumption at the start of the project.

No.	**Assumption/Clarification**
1	Scope does not include data integration services.
2	Scope does not include AMI installation services.
3	Scope does not include testing services.
4	The City will assign an internal project manager for the program. Black & Veatch is not responsible from overall project management of the AMI implementation.
5	AMI Implementation will be completed by the vendor within 18 months.
6	The city will be responsible for final contract decisions. B&V will act in an advisory role and the advice will not be considered as legal or financial advice.
7	Except for monthly site reviews, all meetings will be held virtually.

Appendix A: Rate Sheet

CATEGORY	BILLING RATE*
Consulting Director	$280
Consulting Managing Director	$430
Junior Consultant	$130
Junior Engineer	$160
Project Controls	$170
Project Director	$410
Project Manager	$380
Senior Engineer	$310
Mid-Level Engineer	$230

Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.

1. Labor will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
2. Computer, network, and software charges will be billed at a rate of $0 per Labor hour.
3. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
4. Cost of 3rd party services and for non-customary office costs such as production printing will be billed at actual cost plus 0%.
5. Field assignments of longer than 60 days will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus uplift as determined by current field services policy. Expenses for field assignments can be per diem, actual expenses, or a combination of both as specific to the assignment.
6. Overtime applies only to non-exempt personnel as defined by the US Federal Wage and Hour Law. Overtime will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus 50%.
7. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.

Notes:

1. Billing rates are subject to annual adjustment of 3% on March 31st of each calendar year.
2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.

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.**

Black & Veatch Corporation

2 [X] **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 [X] 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 [X] 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?

[X] Yes [X] No

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

4 [X] **I have no Conflict of Interest to disclose.**

5 DocuSigned by:
Ignacio Cadena
0E13661C6D44407...

Signature of vendor doing business with the governmental entity

9/5/2025
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. 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.

docusign

Certificate Of Completion

Envelope Id: 0F7CB7A7-68A7-416B-AA87-1C8567C1E5A5
Status: Sent
Subject: Please DocuSign: City Council Contract 7574-023 AMI Proof of Concept Amendment 2
Source Envelope:

Document Pages: 12	Signatures: 4	Envelope Originator:
Certificate Pages: 6	Initials: 1	Gabby Leeper
AutoNav: Enabled		901B Texas Street
EnvelopeId Stamping: Enabled		Denton, TX 76209
Time Zone: (UTC-06:00) Central Time (US & Canada)		Gabby.Leeper@cityofdenton.com
		IP Address: 198.49.140.10

Record Tracking

Status: Original 9/3/2025 3:18:16 PM	Holder: Gabby Leeper Gabby.Leeper@cityofdenton.com	Location: DocuSign

Signer Events	Signature	Timestamp
Gabby Leeper Gabby.Leeper@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 9/3/2025 3:23:25 PM Viewed: 9/3/2025 3:24:06 PM Signed: 9/3/2025 3:25:51 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/3/2025 3:25:54 PM Viewed: 9/3/2025 4:20:26 PM Signed: 9/3/2025 4:20:49 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/3/2025 4:20:52 PM Viewed: 9/5/2025 9:57:33 AM Signed: 9/5/2025 9:59:39 AM
Ignacio Cadena CadenaI@bv.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/5/2025 5:48:45 PM ID: c252d009-9526-4f94-a595-ea3d934e3313	DocuSigned by: Ignacio Cadena 0E13661C6D44407... Signature Adoption: Pre-selected Style Using IP Address: 69.170.97.140 Signed using mobile	Sent: 9/5/2025 9:59:42 AM Viewed: 9/5/2025 5:48:45 PM Signed: 9/5/2025 5:50:57 PM

Signer Events	Signature	Timestamp
Stephen D. Gay Stephen.Gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/8/2025 4:32:36 PM ID: 6108a487-f996-49c0-81f4-9d8426a9873c	Signed by: Stephen D. Gay FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/5/2025 5:51:01 PM Resent: 9/8/2025 4:32:11 PM Resent: 9/8/2025 4:32:15 PM Viewed: 9/8/2025 4:32:36 PM Signed: 9/8/2025 4:33:08 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: 9/8/2025 4:33:11 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex ingrid.rex@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: 9/3/2025 3:25:54 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/8/2025 4:33:11 PM Viewed: 9/8/2025 4:38:59 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Tiffany Sherrane tiffany.sherrane@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/21/2024 8:25:36 PM ID: 93d73eb0-dca2-4ce3-9aaf-113b7b5e0e59		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/3/2025 3:23:25 PM
Envelope Updated	Security Checked	9/5/2025 10:32:19 AM

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, IS 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.