



City of Denton

Meeting Agenda

City Council

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Tuesday, April 7, 2026

2:00 PM

Council Work Session Room
&
Council Chambers

WORK SESSION BEGINS AT 2:00 P.M. IN THE COUNCIL WORK SESSION ROOM.

CLOSED MEETING BEGINS IMMEDIATELY FOLLOWING THE WORK SESSION IN THE COUNCIL WORK SESSION ROOM.

REGULAR MEETING BEGINS AT 6:30 P.M. IN THE COUNCIL CHAMBERS.

REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL

Individuals may speak during a Council meeting under one of the following categories:

Open Microphone:

At regular meetings only, individuals can speak on any topic that is not on the agenda for no longer than four (4) minutes per individual. This portion of the meeting occurs immediately after the start of the regular meeting session. Please note, Council members cannot engage in a discussion on topics presented during this portion and there are limited slots available for this portion of the meeting.

Comments on Agenda Items:

Public comments can be given for any item considered by the Council, EXCEPT work session reports or closed meetings. Individuals are only able to comment one time per agenda item and cannot use more than one method to comment on a single agenda item. Public comments are limited to three (3) minutes per citizen.

Public Hearing Items:

Individuals are limited to four (4) minutes per public hearing item.

Individuals may participate by using one of the following methods:

1. In Person for Regular or Consent Agenda Items:

To provide in-person comments on consent agenda items, individuals must be present at the Work Session portion of the meeting. To provide in-person comments on individual consideration items, individuals must be present at the Regular or Special Session portion of the meeting. In both instances, individuals must also submit a speaker card (available at the meeting location) to the City Secretary prior to the item being called.

2. In Person for Public Hearing Items:

For public hearing items, speaker cards are encouraged but not required.

3. eComment:

The agenda is posted online at www.cityofdenton.com/publicmeetings. 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 City Council immediately upon submission and recorded by the City Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the City Council of the City of Denton, Texas will convene in a Work Session on Tuesday, April 7, 2026, at 2:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

WORK SESSION

1. Citizen Comments on Consent Agenda Items

This section of the agenda allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. Each speaker will be given a total of three (3) minutes to address any item(s). Any person who wishes to address the City Council regarding these items may do so by submitting a completed speaker card (available at the meeting location) to the City Secretary at the commencement of the Work Session meeting. Registration is required prior to the time the City Council considers this item.

2. Requests for clarification of agenda items listed on this agenda for public hearing and individual consideration.

This section allows members of the City Council to ask questions on items listed on this agenda for public hearing and individual consideration. Responses to questions on items listed under the consent agenda that are received prior to the meeting are available by clicking on Exhibit 1 below. The responses will be available prior to the start of the meeting, when applicable. Any handouts distributed at the meeting will also be uploaded to the below link by 12:00 p.m. on the business day following the meeting. Members of the Council may remove items from the consent agenda. When items are removed from the consent agenda and placed on the regular agenda by members of the council, the removed items shall be taken up in the order of removal right after the consent agenda.

- A. [ID 26-0062](#) Meeting Questions, Responses & Handouts

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

3. Work Session Reports

- A. [ID 26-0057](#) Receive a report, hold a discussion, and give staff direction regarding online card processing fees and cost recovery options.

[Estimated Presentation/Discussion Time: 45 minutes]

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Presentation](#)

- B. [ID 26-0269](#) Receive a report, hold a discussion, and give staff direction on the update to the Simply Sustainable Framework.

[Estimated Presentation/Discussion Time: 30 minutes]

Attachments: [Exhibit 1. Agenda Information Sheet](#)
[Exhibit 2. Simply Sustainable Framework Final Draft](#)
[Exhibit 3. Presentation](#)

- C. [ID 26-0386](#) Receive a report and hold a discussion regarding updates to the Linda McNatt Animal Care and Adoption Center project.

[Estimated Presentation/Discussion Time: 45 minutes]

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Presentation](#)

Following the completion of the Work Session, the City Council will convene in a Closed Meeting in the Council Work Session Room to consider specific item(s) when these items are listed below under the Closed Meeting section of this agenda. The City Council reserves the right to adjourn into a Closed Meeting on any item on its Open Meeting agenda consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law.

1. Closed Meeting:

- A. [ID 26-0464](#) Deliberations regarding Real Property - Under Texas Government Code Section 551.072; Consulting with Attorneys - Under Texas Government Code Section 551.071. Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to certain real property interests located at 610 Oakland Street in the City of Denton, Denton County, Texas where a public deliberation would have a detrimental effect on the City's position in negotiations with third parties. Consultation with City's attorney regarding issues associated with the above matter where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position in any administrative or potential litigation.

Any final action, decision, or vote on a matter deliberated in a Closed Meeting will only be taken in an Open Meeting that is held in compliance with Texas Government Code, Chapter 551, except to the extent such final decision, or vote is taken in the Closed Meeting in accordance with the provisions of Section 551.086 of the Texas Government Code (the 'Public Power Exception'). The City Council reserves the right to adjourn into a Closed Meeting or Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda or to reconvene in a continuation of the Closed Meeting on the Closed Meeting items noted above, in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.086 of the Texas Open Meetings Act.

NOTE: Any item for which a formal action at the Regular Meeting has been taken by Council may be subject to a request for a motion for reconsideration at any time during the meeting, at the Concluding Items Section, or after the meeting. In order to comply with the Texas Open Meetings Act, a request for a motion for reconsideration made during, at the end of, or after a Council meeting will be placed on the agenda and considered at the next official meeting of the City Council.

Following the Closed Meeting, the City Council will reconvene in Open Meeting to take action, if any, on matters discussed in closed session.

AFTER DETERMINING THAT A QUORUM IS PRESENT, THE REGULAR MEETING OF THE CITY OF DENTON CITY COUNCIL WILL CONVENE ON TUESDAY, APRIL 7, 2026, AT 6:30 P.M. IN THE COUNCIL CHAMBERS AT CITY HALL, 215 E. MCKINNEY STREET, DENTON, TEXAS AT WHICH THE FOLLOWING ITEMS WILL BE CONSIDERED:

1. PLEDGE OF ALLEGIANCE

- A. U.S. Flag
- B. Texas Flag

“Honor the Texas Flag – I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

2. PROCLAMATIONS/PRESENTATIONS

- A. [ID 26-0334](#) Presentation: APWA Water Award

3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

- A. Review of procedures for addressing the City Council.
- B. Reports from members of the public shall be received through the following two (2) methods. A total of up to seven (7) speakers are permitted to provide public comment and may include any combination of prior registration and open microphone speakers.
 - 1) Pre-registration. This section of the agenda permits any person who has registered in advance to make a citizen report regarding a public business item he or she wishes to be considered by the City Council. Each speaker is allowed a maximum of four (4) minutes to present their report. At the conclusion of each report, the City Council may pose questions to the speaker or may engage in discussion. If the City Council believes that a speaker's report requires a more detailed review, the City Council will give the City Manager or City Staff direction to place the item on a future work session or regular meeting agenda and advise staff as to the background materials to be desired at such meeting.
- A. [ID 26-0473](#) Dr. Abraham Benavides regarding Opening Prayer.
- B. [ID 26-0474](#) Ms. Kathleen Davis regarding Hercules Park Project.
- C. [ID 26-0476](#) Mr. Brand Richter regarding Hercules Park Project.
- D. [ID 26-0475](#) Ms. Sheli Petersen regarding Hercules Park Project.

2) Open Microphone. This section of the agenda permits any person who has not registered in advance for a citizen report to make comments about public business items not listed on the agenda. Such person(s) shall have registered using the “Virtual White Card” or “By Phone” process outlined by the City on its website or meeting notice.

During open microphone reports under this section of the agenda, the Council may listen to citizens speak. However, because notice of the subject of the open microphone report has not been provided to the public in advance, the Texas Open Meetings Act limits any deliberation or decision by the Council to: a proposal to place the item on a future agenda; a statement of factual information; or a recitation of existing policy. Council Members may not ask the open microphone speakers questions or discuss the items presented during open microphone reports.

NOTE: If audio/visual aids during presentations to Council are needed, they must be submitted to the City Secretary 24 hours prior to the meeting.

4. CONSENT AGENDA

Each of these items is recommended by Staff or a board, commission, and committee. Approval thereof will be strictly on the basis of those recommendations. Approval of the Consent Agenda authorizes the City Manager or his designee to implement each item in accordance with the Staff recommendations. The City Council has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

For those items recommended by a specific board, commission, or committee, the agenda item will reference that recommendation. To view the video of the related board, commission, or committee meeting, as applicable, a link can be found within the applicable supporting documentation (Exhibit 1).

Listed below are bids, purchase orders, contracts, and other items to be approved under the Consent Agenda (Agenda Items A –N). This listing is provided on the Consent Agenda to allow Council Members to discuss or withdraw an item prior to approval of the Consent Agenda. If no items are pulled, the Consent Agenda Items will be approved with one motion. If items are pulled for separate discussion, they may be considered as the first items following approval of the Consent Agenda.

- A. [ID 26-0035](#) Consider approval of the minutes of the February 17, 2026 and March 3, 2026 Regular Meetings.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - February 17, 2026 Regular Meeting Minutes Draft](#)
[Exhibit 3 - March 3, 2026 Regular Minutes Draft](#)

- B. [ID 26-0393](#) Consider adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental Agreement No. 1 to the Standard Utility Agreement (“Agreement”) by and between the City of Denton and the Texas Department of Transportation (“TxDOT”), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and/or relocation of wastewater utilities along I-35E from Mayhill to Loop 288 more specifically called the I-35E/Mayhill Utility Relocations Project (Utility ID No. U00011546) for wastewater relocation efforts, within the County and City of Denton, Texas; providing for the expenditure of funds not to exceed an increase of One Hundred

Sixty-Two Thousand, Eight Hundred Fifteen and 90/100 dollars (\$162,815.90) therefore; and providing an effective date. The Public Utility Board approves (5-0).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Agreement](#)
 [Exhibit 3 - Original Standard Utility Agreement](#)

- C. [ID 26-0229](#) Consider adoption of an ordinance of the City of Denton adopting and approving a pole attachment license agreement with Spectrum Gulf Coast, LLC (“Charter”) for all pole attachments involving poles and conduits owned by the City of Denton (“City”); authorizing the City Manager to execute said agreements; authorizing the expenditure of funds therefor; and providing an effective date. The Public Utilities Board recommends approval (5-0).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Pole Attachment Agreement](#)
 [Exhibit 3 - Ordinance](#)

- D. [ID 26-0424](#) Consider adoption of an ordinance providing for acceptance of eligible 212.172 non-annexation agreement(s) for properties that do not have an agricultural, wildlife management or timberland ad valorem tax exemption within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as DH-12, consisting of approximately 1.03 acres of land, generally located on the north side of Mills Road, approximately 1,453 feet west of South Trinity Road; providing for severability; and providing an effective date. (ID 26-0424, Lopez)

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance](#)

- E. [ID 26-0439](#) Consider adoption of an ordinance providing for acceptance of additional eligible 212.172 non-annexation agreement(s) for properties that do not have an agricultural, wildlife management or timberland ad valorem tax exemption within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as DH-12, consisting of approximately 2.00 acres of land, approximately located 300.77 feet north of Mills Road, approximately 1,453 feet west of South Trinity Road; providing for severability; and providing an effective date. (26-0439, Victor and Leticia Lopez)

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Draft Ordinance](#)

- F. [ID 26-0369](#) Consider approval of a resolution of the City Council of the City of Denton, approving the 2024/2025 Tax Increment Reinvestment Zone Number Two (Westpark TIRZ) annual report; and declaring an effective date. The TIRZ Number Two Board recommends approval (13 - 0).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Resolution and TIRZ Two 2024-25 Annual Report](#)

- G. [ID 26-0287](#) Consider adoption of an ordinance of the City of Denton authorizing the submission of an

application to the State of Texas, Office of the Governor, Urban Area Security Initiative Federal Fiscal Year 2026 - Law Enforcement Terrorism Prevention Activities (LETPA) projects (UASI-L) grant program funded through the US Department of Homeland Security in the amount of \$120,000 for equipment and supplies for mobile field forces; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Ordinance](#)

- H. [ID 26-0289](#) Consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the State of Texas, Office of the Governor, Urban Area Security Initiative Federal Fiscal Year 2026 - Regular Projects (UASI-R) grant program funded through the US Department of Homeland Security in the amount of \$20,000 for hazmat equipment; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Ordinance](#)

- I. [ID 26-0412](#) Consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the North Central Texas Council of Governments Technology Project Identification (TPI) Framework 2026 grant program in the amount of \$800,000 for a Vision Zero Intelligent Safety Corridor project; and providing for an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Ordinance](#)
[Exhibit 3 - NCTCOG TPI Framework 2026 Notice of Funding Opportunity](#)

- J. [ID 26-2470](#) Consider approval of a resolution of the City of Denton amending policy no. 104.03 "Performance Reviews" to outline the intention behind Performance Reviews, including creating the opportunity for collaboration within the City, encouraging open communication, reinforcing strengths, identifying opportunities for improvement, and connecting individual contributions to broader organizational goals; declaring an effective date.

Attachments: [Exhibit 1 – Agenda Information Sheet](#)
[Exhibit 2 - Resolution](#)
[Exhibit 3 – Revised Policy No.104.03 Performance Reviews](#)
[Exhibit 4 - Redline Policy No.104.03 Performance Reviews](#)

- K. [ID 26-0462](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Compass Group USA, Inc., for vending machine services for the City; providing for the expenditure of funds therefor; and providing an effective date (RFP 8959 - awarded to Compass Group USA, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$100,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Pricing Evaluation](#)
[Exhibit 3 - Ordinance and Contract](#)

- L. [ID 26-0444](#) Consider approval of a resolution of the City of Denton allowing Union Bear Brewing Company to sell alcoholic beverages at the Amplify Denton event on Saturday, April 18, 2026, from 1:00 p.m. to 11:00 p.m. at the Greater Denton Arts Council in Denton, Texas, upon satisfying certain conditions; authorizing the City Manager to execute an agreement in conformity with this resolution; and providing for an effective date.

Attachments: [Exhibit 1- Agenda Information Sheet](#)
[Exhibit 2- Resolution](#)

- M. [ID 26-0449](#) Consider adoption of an ordinance of the City of Denton granting Greater Denton Arts Council a noise exception for the Amplify Denton event on Saturday, April 18, 2026, from 1:00 p.m. to 11:00 p.m. at the Greater Denton Arts Council; and providing an effective date.

Attachments: [Exhibit 1- Agenda Information Sheet](#)
[Exhibit 2- Ordinance](#)

- N. [ID 26-0450](#) Consider adoption of an ordinance of the City of Denton granting Ashes Smoke Shop Denton a noise exception for the Ashes 420 Festival event on Monday, April 20, 2026, from 11:00 a.m. to 11:00 p.m. at Ashes Smoke Shop Denton; and providing an effective date.

Attachments: [Exhibit 1- Agenda Information Sheet](#)
[Exhibit 2- Ordinance](#)

5. PUBLIC HEARINGS

- A. [DCA26-0001](#) Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, amending the Denton Development Code Subchapter 2 Section 2.12 Affordability Incentive Procedures; amendments include but are not limited to Subsection 2.12.4, Procedure, removing the Right of First Refusal requirement; Subsection 2.12.6, Affordability Incentive Qualifications, clarifying application to developments with 19 or fewer units; Table 2.12-B, adjusting qualifications to reflect prevailing market rates and make incentives easier to access; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; and providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the amendment. Motion for approval by Commissioner Ketchersid and second by Commissioner Riggs. (DCA26-0001, Affordability Incentives, Leia Atkinson).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Staff Analysis](#)
[Exhibit 3 - Presentation](#)
[Exhibit 4 - 2.12 Affordability Incentive Procedures \(Proposed, Redlines\)](#)
[Exhibit 5 - 2.12 Affordability Incentive Procedures \(Proposed\)](#)
[Exhibit 6 - Draft Ordinance](#)

- B. [Z25-0025b](#) Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Rural

Residential (RR) District to General Office (GO) District on approximately 5.36 acres of land generally located on the north side of Barthold Road, approximately 2,580 feet west of North Interstate 35 in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted (6-0) to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner Garland. (Z25-0025b, Arkamima, Matt Bodine)

Attachments: [Exhibit 1. Agenda Information Sheet](#)
[Exhibit 2. Staff Analysis](#)
[Exhibit 3. Site Location Map](#)
[Exhibit 4. Project Narrative](#)
[Exhibit 5. Current Zoning Map](#)
[Exhibit 6. Proposed Zoning Map](#)
[Exhibit 7. Future Land Use Map](#)
[Exhibit 8. Table of Allowed Uses](#)
[Exhibit 9. Notification Map & Sign Affidavit](#)
[Exhibit 10. Fiscal Impact Summary](#)
[Exhibit 11. Ordinance](#)
[Exhibit 12. Staff Presentation](#)

- C. [ID 26-0288](#) Hold a public hearing and consider adoption of an ordinance of the City of Denton adopting Standards of Care for recreational care programs administered by Denton's Parks and Recreation department pursuant to Texas Human Resources Code Section 42.041(b)(14). The Parks, Recreation, and Beautification Board recommends approval (5-0)

Attachments: [Exhibit 1- Agenda Information Sheet](#)
[Exhibit 2- Ordinance](#)
[Exhibit 3- City of Denton Parks and Recreation Standards of Care 2025-2026 \(r](#)
[Exhibit 4- City of Denton Parks and Recreation Standards of Care 2026-2027 \(c](#)
[Exhibit 5- Presentation](#)

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [ID 26-0446](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Intermountain Slurry Seal, Inc., for roadway surface treatments for the Streets Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8902 - awarded to Intermountain Slurry Seal, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in a total five (5) year not-to-exceed amount of \$10,000,000.00).

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

[Exhibit 2 - Pricing Evaluation](#)

[Exhibit 3 - Presentation](#)

[Exhibit 4 - Ordinance and Contract](#)

- B. [ID 26-0418](#) Consider an ordinance of the City Council of Denton, Texas, approving an Acquisition Agreement with the Denton Destination Management and Marketing Organization for the transfer of equipment and other assets of Discover Denton, the assumption of certain contracts by the Denton Destination Management and Marketing Organization, and the grant of an Intellectual Property License to the Denton Destination Management and Marketing Organization; and providing an effective date.

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

[Exhibit 2 - Presentation](#)

[Exhibit 3 - Ordinance with Exhibits](#)

7. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the City Council 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.

B. Possible Continuation of Closed Meeting topics, above posted.

C E R T I F I C A T E

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 April 1, 2026, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

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 TWO (2) BUSINESS DAYS 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
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Cassey Ogden, Interim

DATE: April 7, 2026

SUBJECT

[Meeting Questions, Responses & Handouts](#)

BACKGROUND

City Councilmembers direct questions related to items on the agenda to City staff. The questions are assigned to applicable departments and corresponding responses are compiled to a Question & Answer Report (Q&A) which is placed in a file directory for the applicable meeting. Selecting the link above will gain access to the final version of the Q&A for this meeting, which will be available prior to the start of the meeting.

Periodically during a meeting, handouts are distributed to members of the City council. Any information distributed at this meeting will also be added to the directory by 12:00 p.m. on the business day following the meeting.

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Ingrid Rex
City Secretary



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: April 7, 2026

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding online card processing fees and cost recovery options.

BACKGROUND

The purpose of this work session is to provide the City Council with an update regarding online card processing fees and cost recovery options.

The City has processed credit card payments for more than twenty-five years and annually budgets for related processing costs. In 2014, Customer Service's online credit card expenses began increasing faster than budget allocations could support. This rise was driven primarily by the growing use of commercial cards, which carry higher interchange rates due to their cardholder rewards. To offset these costs, City Council approved a 2.7% convenience fee on commercial utility accounts paid online or by phone.

Card brand rules changed in 2019, allowing convenience fees to be assessed only as a flat amount rather than a percentage. Due to the complexity of these evolving rules, and the limitation to a flat fee, both the Public Utilities Board (PUB) and City Council directed staff to discontinue the convenience fee.

On July 14, 2025, staff presented PUB work session item #25-008 outlining rising card processing costs and options for recovering those expenditures. A subsequent presentation to City Council on July 15, 2025, resulted in direction to continue exploring additional fee structures, including tiered fees, fees based on customer account type, and percentage-based fees.

In October 2025, card brand rules were updated again, introducing a new service fee option. This option may be applied as either a flat or percentage-based fee, may be charged on recurring transactions, and excludes eChecks (ACH bank drafts). To recover online card processing costs, the required service fee rate is estimated at 1.55% if applied to all card payments. If applied only to commercial accounts, the estimated rate is 2.60%.

Card processing costs are currently absorbed by department operating budgets and funded through City revenues. Customer Service (Utility Billing) represents approximately 70% of the City's annual credit card processing costs, primarily from online transactions, totaling about \$1.57 million annually. Costs continue to escalate, increasing 20% from \$1.31 million in FY 2024 to \$1.57 million in FY 2025. The \$264,175 year-over-year processing expense increase is attributed to an annual trend of higher transaction volumes across all customer types. Consumer cards represent roughly 32% of the total processing costs and 70% of the

total dollar amount processed. Commercial cards represent roughly 68% of the total processing costs and 30% of the total dollar amount processed.

If direction is provided to implement a fee, staff will develop and launch a customer education campaign highlighting the fee and promoting no-fee payment alternatives such as eChecks.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Staff presented the Public Utilities Board (PUB) work session item #25-008 on July 14, 2025, and City Council work session item #24-2618 regarding credit card fees and cost recovery options. Direction was provided to staff to continue seeking additional card processing fee options and provide a future update. Staff then presented PUB work session item #26-029 on March 9, 2026. Following the PUB discussion of card credit fee recovery options, the implementation of a service fee of approximately 1.55% on all residential and commercial card transactions was recommended by the PUB 5-0.

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Presentation

Respectfully submitted:
Matt Hamilton
Chief Financial Officer
(940) 349-8127



Credit Card Processing & Cost Recovery Options

Matt Hamilton, CFO
Finance Department
April 7, 2026

Background

- The City of Denton has processed credit card payments for over 25 years, budgeting annually for these costs.
- **2011:** Convenience fees were previously applied to online transactions but removed in 2011 across all payment portals.
- **2014:** Rising costs (due to commercial cards with higher interchange rates) led to a 2.7% convenience fee for commercial utility accounts paying online or by phone.
- **2019:** Card brand rules changed, restricting convenience fees to flat amounts only.
- **2020:** City Council directed convenience fees to be removed when the City adopted a new card processing contract with Wells Fargo Merchant Services (WFMS) since a percentage was no longer allowed.

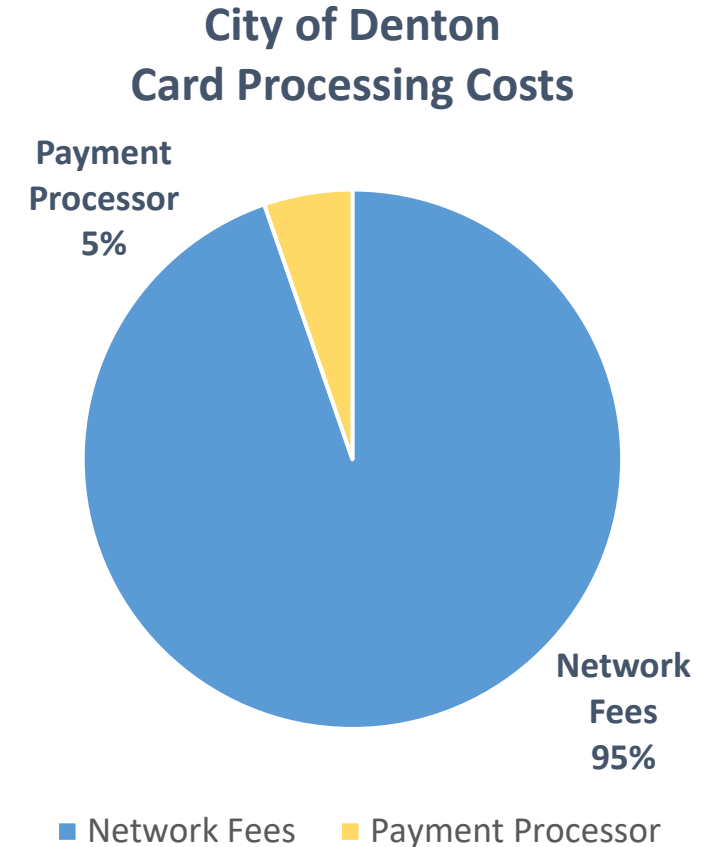
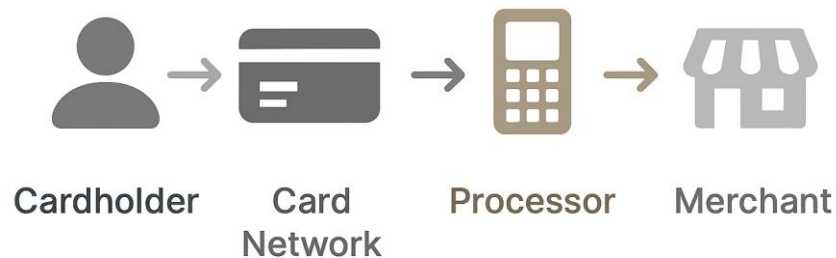
Card processing costs are absorbed by departmental budgets and funded through City revenues.
- **2025:** Card brand rules changed in Oct. 2025 presenting a new fee option that can be implemented on a percentage basis.



Current Card Processing Costs

Three cost components:

1. **Interchange Rate:** Non-negotiable, ~1.51% + \$0.10 per transaction.
2. **Card Network Assessment:** Non-negotiable, ~0.12%–0.15% of monthly sales.
 - Set by the payment networks (card brands) such as Visa, Mastercard, American Express, and Discover.
3. **Payment Processor Fee:** Fixed by contract (WFMS).



Why Revisit Fees?

- Customer Service (Utility Billing) = 70% of the City's annual card processing costs, primarily from online payments, and account for approximately \$1.57 million annually in expense.
- Costs continue to significantly increase, up 20% from \$1.31M to \$1.57M (FY 2024 vs. FY 2025).
- Utility payments are governed by MCC 4900.
 - Merchant Category Codes (MCC) are assigned by card networks (e.g., Visa, Mastercard) to categorize merchants for transaction processing, fee calculation, and compliance.
 - "MCC 4900" identifies transactions as utility-related payments.
 - Reduced interchange rates compared to retail merchants.
- Previously, only a **convenience fee** was permissible with MCC 4900, but it provides limited flexibility in how the fee is applied.
- Changes in card processing rules (Oct. 2025) now allow for a **service fee** option with MCC 4900.



Fee Options

| | Convenience Fee | Service Fee |
|-----------------------------|--|--------------------|
| Allowed for MCC 4900 | ✓ Yes | ✓ Yes |
| Fee Type | Flat fee only | Flat or percentage |
| Online Transactions | ✓ Yes | ✓ Yes |
| Includes Recurring Payments | ✗ No | ✓ Yes |
| Rate Can Be Tiered | ✗ No | ✗ No |
| Segregation by Account Type | ✓ Yes | ✓ Yes |
| Includes eChecks | ✓ Yes (must apply to <u>all</u> payment types) | ✗ No |



Fee Options

1. Convenience Fee (Current Rules):

- Flat fee only.
- Applies to all payment types (including eChecks).
- Excludes recurring payments.



Estimated rate to recover
100% of costs:

\$2.90 flat fee

2. Service Fee (New Visa Rules – Oct 2025):

- Percentage or flat fee.
- Includes recurring payments.
- Excludes eChecks.
- Estimate provided by WFMS.



1.55% (all card payments)
or
2.60% (commercial only)



Online Card Volumes by Utility Customer Type

Fiscal Year 2024

| | Number of Transactions | Amount Processed | Average Payment Amount | Fees Paid By City |
|----------------------|------------------------|-----------------------|------------------------|---------------------|
| COMMERCIAL | 27,998 | \$ 34,966,645 | \$1,248.90 | \$ 895,904 |
| RESIDENTIAL | 553,175 | \$ 91,653,493 | \$165.69 | \$ 415,903 |
| FY 2024 Total | 581,173 | \$ 126,620,138 | | \$ 1,311,807 |

Fiscal Year 2025

| | Number of Transactions | Amount Processed | Average Payment Amount | Fees Paid By City |
|----------------------|------------------------|-----------------------|------------------------|---------------------|
| COMMERCIAL | 32,619 | \$ 44,282,327 | \$1,357.56 | \$ 1,076,323 |
| RESIDENTIAL | 631,679 | \$ 106,896,692 | \$169.23 | \$ 499,659 |
| FY 2025 Total | 664,298 | \$ 151,179,019 | | \$ 1,575,982 |
| YoY Increase | + 83,125 | \$ 24,558,881 | | \$ 264,175 |



Implementation Timeline

If direction is provided to proceed with implementing a fee:

- Staff will initiate a marketing campaign to educate customers on the fee and payment methods which do not incur card fees (e.g., eChecks).
- Staff will work with our vendors to implement the fee modules.
- Estimated time to implement is approximately 6 months.
- Fees would begin with the start of the new fiscal year, October 1, 2026.



City Council Direction

City Council direction on the recovery of credit card processing costs:

Option 1 (Status Quo) – Maintain cost recovery through utility department budgets.

- The cost is recovered in utility base rates.

Option 2 – Implement a convenience fee.

- A flat fee assessed for non-recurring online payments, including eChecks.

Option 3 – Implement a service fee.

- A flat fee or percentage for all online payments, excluding eChecks.

Additionally, determine if the fee is to be applied to residential, commercial, or both.

The Public Utilities Board (PUB) recommended Option 3 - implementation of a service fee of approximately 1.55% on all residential and commercial card transactions at the March 9, 2026 meeting.



Questions





City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Environmental Services & Sustainability

ACM: Frank R. Dixon, Assistant City Manager

DATE: April 7, 2026

SUBJECT

Receive a report, hold a discussion, and give staff direction on the update to the Simply Sustainable Framework. The Sustainability Framework Advisory Committee recommends approval (4-0).

BACKGROUND

The City of Denton adopted “Simply Sustainable: *A Strategic Plan for Denton’s Future*” by Council resolution in February 2012. The Plan outlined goals, strategies, and actions across eight focus areas. The Plan was revised in 2017, and “Simply Sustainable: *A Framework for Denton’s Future*” was adopted by the Denton City Council in 2020. This update is intended to build on the foundation of the previously adopted sustainability plans and other citywide long-term planning documents and continues to set aspirational goals for the future. The Simply Sustainable Framework is updated every 5 – 7 years to ensure this document remains relevant to the community's needs.

The Simply Sustainable Framework is a living document that considers both previously adopted plans and implementation, and other emerging data, such as the upcoming greenhouse gas inventory.

The updated version of the Framework considers the implementation of the 2020 Framework and implementation of plans adopted, and projects undertaken to move Sustainability forward as an organization in the interim.

Plans adopted following 2020 Simply Sustainable Framework:

- Urban Forest Master Plan (2020)
- Denton 2040 Plan (2022)
- Mobility Plan (2022)
- Parks and Trails Master Plan (2022)
- Comprehensive Solid Waste Management Strategy (2022)
- Water Conservation and Drought Contingency Plan (2024)
- Climate Action Plan (2024)

Considering these efforts, the Framework was simplified to include two main overarching goals:

- **Goal 1:** Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.

- **Goal 2:** Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.

Each Goal outlines how that sector can undertake action to reduce their respective environmental footprint across six focus areas. With each focus area identifying strategies that can be taken by each sector to create change both on the municipal and community level

For example:

Reduce Municipal energy consumption

- Improve efficiency of existing municipal facilities
 - Review current internal policies to ensure efficacy
 - Implement best management practices
- Ensure new construction meets high energy efficiency standard
- Adopt energy codes to ensure energy efficiency of new construction

Reduce Community energy consumption

- Raise awareness of benefits of energy efficiency benefits and provide tools available to support community efforts
 - Workshops, audits, weatherization kits, etc
 - Website and social media
- Provide support for energy efficiency improvements
 - State and Local Incentives
 - Behavior change awareness
- Measure effectiveness of programs
 - Ensure equitable distribution of energy efficiency programs
 - Track savings achieved through efficiency programs

Each Focus area has similar actions for both Municipal and Community goals with metrics and strategies to track progress.

Initial discussion of Framework Focus Area content began in September 2023. Drafts of the Framework were reviewed with the Sustainability Framework Advisory Committee (SFAC) in July, October, and December of 2025, and with the Committee on the Environment (COE) in September 2025. Feedback from each was incorporated into the draft document presented for consideration.

The Simply Sustainable Framework will continually be revised as new policies and plans are undertaken or adopted throughout the City.

EXHIBITS

1. Agenda Information Sheet
2. Final Draft of Simply Sustainable Framework
3. Presentation

Respectfully submitted:
Katherine Barnett
Sustainability Manager



CITY OF
DENTON

APRIL 2026

7

SIMPLY SUSTAINABLE FRAMEWORK

Table of Contents

4 City of Denton Sustainability Highlights

5 Glossary

6 Introduction

10 Goal 1: Municipal

14 Goal 2: Community

19 Reduce your carbon footprint illustration

20 Conclusion

City of Denton

155,000

Estimated Population

5,000+

Businesses

2,300

Full-Time/Part-Time
Employees

204

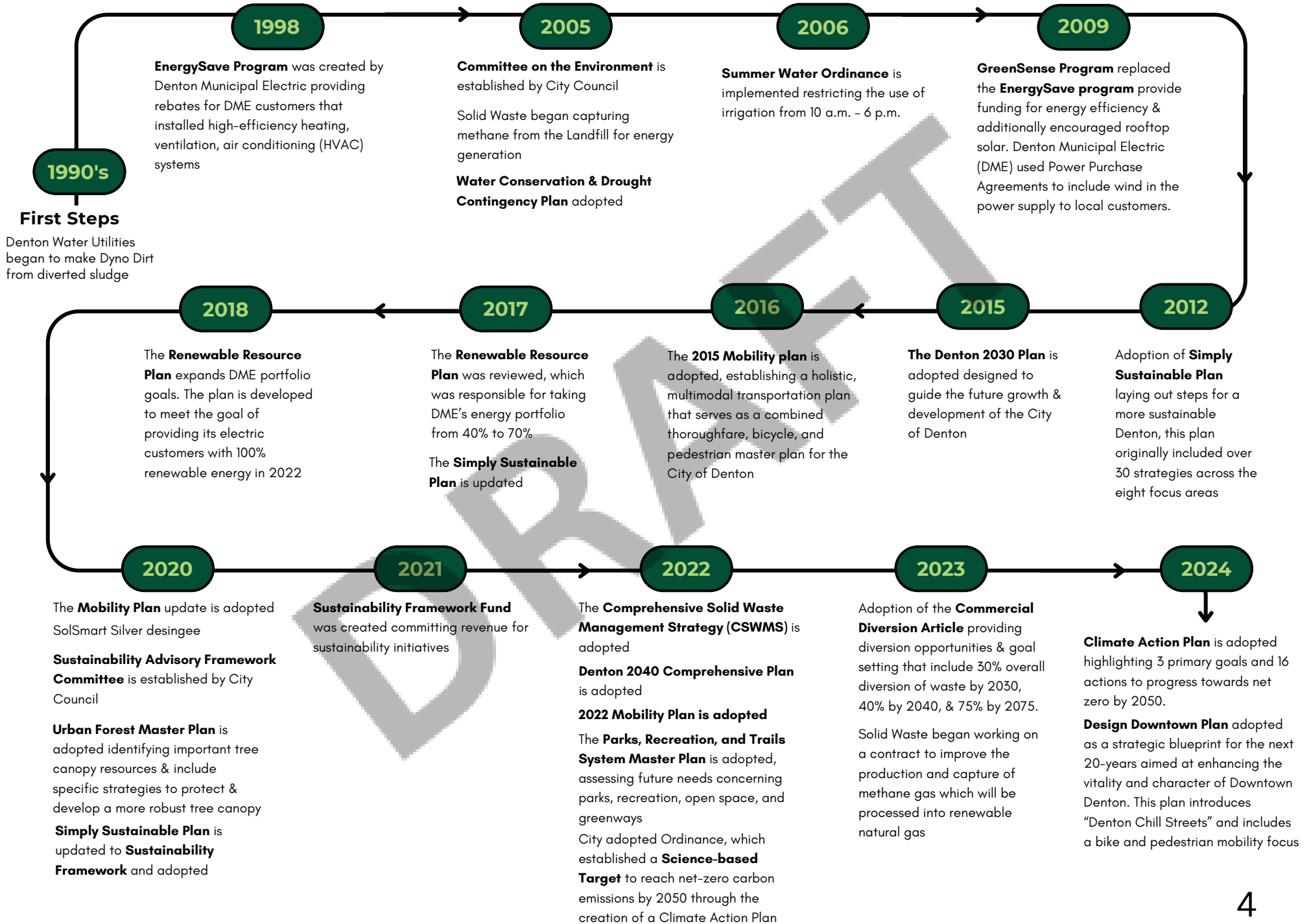
City Buildings

3

Academic institutions



City of Denton Sustainability highlights



Glossary

Alternative Fueling Stations - Fueling stations that offer Biodiesel, Compressed Natural Gas (CNG), Electric Charging, Ethanol, Hydrogen, Liquefied Natural Gas (LNG), Propane, and renewable diesel

Carbon Footprint - The total amount of greenhouse gases (including carbon dioxide and methane) that are generated by our actions.

Carbon Offset - Certificates or tradable “rights” that remove or reduce carbon dioxide (CO₂) in the atmosphere.

Climate - The average weather pattern for a region over a time scale greater than or equal to 30 years

Climate Change - A long-term impact on global and regional climate patterns that impact precipitation, temperature, and other environmental conditions

Community Resilience - The capacity of a community system to adapt, thrive, and maintain function in the face of chronic stress and acute shocks

Composting - A method of reusing organic matter in a way that is beneficial to create nutrient-rich soil to promote the growth of a lawn or garden.

Diversion - The act of redirecting waste from the landfill to another location for reuse or reprocessing to increase the landfill's life and provide significant environmental benefits

Environmental Footprint - The effect that a person, company, activity, etc. has on the environment

Fossil Fuels - Non-renewable resources that formed when prehistoric plants and animals died and were gradually buried by layers of rock, such as oil, coal, and natural gas

Greenhouse Gas Emissions - Gases that trap heat in the atmosphere

Greywater - Lightly used household water from showers, baths, sinks, and washing machines

Infill Development - The process of optimizing vacant areas within urban centers to best utilize existing infrastructure.

Sustainability - The balance of social, economic, and environmental performance across areas such as natural systems, energy, water, waste, transportation, and quality of life

Net-zero - The balance between the amount of greenhouse gas that's produced and the amount that's removed from the atmosphere, which can be achieved through a combination of emission reduction, emission removal, and the purchase of carbon offsets.

Organics Program - Uncooked and cooked food waste, including vegetables, fruits, meats, bread, bones, shellfish, etc.

Power purchase agreements for renewable energy - Contracts that specify the purchase of power and associated renewable energy credits (RECs) from a specific renewable energy generator (the seller) to a purchaser of renewable electricity (the buyer).

Resilient Infrastructure - Infrastructure designed and built to withstand and recover from disasters and disruptions, such as extreme weather events or socioeconomic challenges.

Weatherization - To make a building more energy-efficient and comfortable by sealing air leaks and improving insulation, which in turn reduces energy costs and utility bills.

Weather - Short-term conditions related to temperature, precipitation, and other atmospheric factors.

Introduction

Overview of Denton and the DFW Metroplex

The City of Denton, located in North Texas, is the 20th largest city in the state and is experiencing annual growth of 3.5%. Denton is part of the greater Dallas-Fort Worth (DFW) metroplex, the largest metropolitan statistical area in Texas and the fourth-largest in the United States. The DFW area is home to the DFW International Airport, the third busiest airport in the U.S., offering Denton proximity to a major travel hub. Denton's current estimated population exceeds 155,000.

The population of the DFW metroplex is projected to increase by 67% between 2020 and 2050, with employment expected to grow by 264% during the same period. Housing demand has also shifted upward, with a previously anticipated growth of 3.19% now realistically trending toward 4.4% to meet goals for single-family and multifamily units. This projected growth has prompted North Texas municipalities to plan for rapid expansion proactively. Existing infrastructure will need to be consistently addressed as population growth adds stress, with indicators such as traffic congestion, housing availability, and resource consumption (e.g., water, energy, landfill space) requiring close monitoring.

Denton as a College Town and Cultural Hub

Denton is known for its thriving arts, entertainment, and music scene, hosting annual community events and, more recently, establishing itself as the Halloween Capital of Texas. These events attract visitors from across and beyond the metroplex.

The city is home to two major universities—the University of North Texas and Texas Woman's University—as well as a satellite campus of North Central Texas College. These institutions had a combined enrollment of over 60,000 students as of 2023, with enrollment expected to increase by 13% over the next four years.

Denton was named one of the 10 best college towns in the nation and has a high percentage (52%) of renter-occupied units, largely due to its student population. This results in a higher turnover rate of residents, creating a narrow window to perform outreach and inform new residents about conservation and sustainability practices.

Employment and Commuter Information

The City of Denton employs over 2,300 full-time/part-time staff and is home to more than 5,000 businesses, including major employers such as the University of North Texas, Peterbilt, Texas Health Presbyterian Hospital, and Texas Woman's University. Denton also serves as a destination for commuters who work in the city but live elsewhere. Outreach to these commuters is essential, as they contribute to resource consumption and community-wide greenhouse gas emissions, even though they reside outside city limits.

Sustainability and Resiliency

Texas ranks highest among states most impacted by natural disasters. North Texas frequently experiences droughts, freezes, flooding, and severe storms. Recent events like the COVID-19 pandemic and Winter Storm Uri in 2021 have highlighted the need for resilient infrastructure and proactive planning. According to the National Resilience Guidance (NRG), a resilient community can prepare for threats, adapt to changing conditions, and recover rapidly from disruptions. Denton is working to ensure its infrastructure and operations are prepared for the stressors of a changing climate and growing population.

The LEED for Cities and Communities program defines sustainability as the balance of social, economic, and environmental performance across areas such as natural systems, energy, water, waste, transportation, and quality of life. Sustainability also includes infrastructure resilience to stressors like climate change and population growth.

The City of Denton has a longstanding commitment to sustainability, demonstrated through numerous programs and initiatives aimed at environmental improvement, community support, and the development of replicable programs for other cities. The Simply Sustainable Plan, created in 2012, outlined strategies to balance environmental protection with city growth while using resources in fiscally and socially responsible ways.

Building on this foundation, the Sustainability Framework was developed to continue guiding municipal planning, ensuring that Denton prioritizes sustainability while adapting to new challenges and opportunities. This living document works in conjunction with other adopted plans, including the:

- Urban Forest Master Plan (2020)
- Denton 2040 Plan (2022)
- Mobility Plan (2022)
- Parks and Trails Master Plan (2022)
- Comprehensive Solid Waste Management Strategy (2022)
- Water Conservation and Drought Contingency Plan (2024)
- Climate Action Plan (2024)

With the recent adoption of the Climate Action Plan (CAP) in 2024, the CAP formalizes the City of Denton's net-zero goal to achieve net-zero greenhouse gas emissions by 2050. The CAP is led by three primary goals and sixteen actions to progress towards those goals. Municipal utilities owned and operated by the City, such as solid waste and recycling, water and wastewater, and electric utility services, provide the city with more direct control of operations and the ability to adjust efforts to meet this net-zero goal. One way that the city is headed to this goal is through leveraging its power purchase agreements to provide 100% renewable energy to Denton Municipal Electric (DME) customers. In 2018, the city adopted the Renewable Resources Plan to achieve 100% renewable energy. DME met this goal by 2021, ensuring that all annual energy consumption is offset by renewable sources, backed entirely by wind and solar energy. Denton Water Utilities (DWU) recently implemented its Water Conservation & Drought Contingency Plan, reducing water loss and increasing water conservation, and reducing its energy consumption.

Solid Waste & Recycling has begun working on contracts to capture the methane from the Landfill to turn it into renewable natural gas. The City of Denton will continue to evaluate and identify opportunities to be able to achieve the overarching net-zero goal set. The City of Denton will also continue to engage the community—including residents, businesses, institutions, and employees—in sustainable practices and behavior change. Future planning will integrate both existing and new strategies to support a growing, resilient, and sustainable city.

This Sustainability Framework update will have two main goals that guide the document, as seen in the following page with strategies broken out by goal.



Vision

The City of Denton is a sustainable community that will engage our employees, businesses, institutions, organizations, and citizens in more sustainable practices. We will work in a leadership role to improve our environment and utilize our resources in ways that are fiscally and socially responsible. We do all of this to protect and restore our environment, create economic value, and support and strengthen our community.

Guiding Principles

- Involve the community in the implementation of the Framework.
- Develop partnerships that encourage collaboration on sustainability issues.
- Promote energy management policies and practices within municipal operations and throughout the community that are efficient and fiscally responsible while reducing emissions.
- Support transportation strategies that reduce air pollution and increase awareness of alternative transportation choices.
- Support waste management strategies, including diversion, reuse, recycling, repair, and renewable energy options.
- Support green building and sustainable site management within the Denton community through policy implementation, education, and incentives.
- Maintain a diversified power supply portfolio while establishing aggressive energy efficiency and energy conservation programs.
- Commit to the use and purchase of environmentally and socially responsible materials and products.
- Provide high quality drinking water, wastewater treatment, and watershed management in ways that are environmentally and economically sustainable for current and future customers.
- Conduct all of the activities above with a focus on inclusiveness, equity, and social responsibility.



Goal 1

Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.

Goal 2

Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.

Goal 1

Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.



Goal 1

Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.

FOCUS AREA

| | |
|-----------------------------|---|
| ENERGY | <ul style="list-style-type: none">o Continue to provide sufficient 100% renewable energy to DME customers.o Track and reduce municipal government energy consumption through demand reduction in both new construction and building retrofits.o Review Facilities Management policies and best practices to ensure they are in line with resource efficiency goalso Enhance energy efficiency standards for new constructiono Investigate SolarApp+ to expedite the permitting process for code-compliant residential rooftop photovoltaic installationso Explore alternative incentives such as property tax exemptions for residents who install renewable energy systems and battery storage at their primary residenceo Update and implement the City resource conservation policyo Evaluate the inclusion of on-site renewable energy systems for new and appropriate existing facilities |
| WATER/WASTE WATER | <ul style="list-style-type: none">o Track and reduce municipal government water consumption through efficient fixtures, smart controls, and best practiceso Identify new areas to extend reclaimed water lines to provide access to new city userso Modify City code to require small and large development projects to connect to the reclaimed water line where availableo Investigate Direct Potable Reuse, Indirect Potable Reuse, and Reuse Aquifer Storage Recovery (ASR)o Maximize use of site-produced Renewable Natural Gas (RNG)o Maintain Integrated Stormwater Management (ISWM) Silver Levelo Update and implement the resource conservation policyo Explore rainwater capture and greywater reuse at City facilities |
| MATERIALS MANAGEMENT | <ul style="list-style-type: none">o Complete the Landfill Gas to Energy (LFGE), which will allow the Landfill to harness methane to produce Renewable Natural Gas (RNG)o Expand food waste and organics collection programs to schools and universitieso Maximize diversion opportunities at City Facilitieso Update and implement the resource conservation policy |

Goal 1

Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.

FOCUS AREA

| | |
|-----------------------|---|
| AIR QUALITY | <ul style="list-style-type: none">o Replace fossil fuel-powered equipment with electric options where feasible within municipal operations and facilities.o Create a dashboard and ensure Denton air quality monitor data is readily available to the publico Review City policies and alternative employee work schedules that can reduce the City of Denton's emission levels during ozone seasono Participate in the North Central Texas Council of Governments Air Quality Programso Evaluate and enforce air quality policies for City fleet and equipment (anti-idling and ozone action day restrictions) |
| TRANSPORTATION | <ul style="list-style-type: none">o Reduce fossil fuel dependency in municipal fleet and operations, where possible, and opt for alternative fuel vehicles where feasible (Dependent on market availability and vehicle allocation)o Update Clean Fleet policyo Partner with Economic Development to seek new businesses and work with existing that will install alternative fueling stationso Identify and reduce barriers for private businesses to be able to build EV charging stations within the City |
| LAND USE | <ul style="list-style-type: none">o Encourage redevelopment of infill areas by reducing barriers in the Denton Development Codeo Explore reductions/exemptions on impact fees.o Assess barriers to housing in the Downtown core, such as multifamily and townhome developmento Complete the Citywide Parking Study to explore opportunities to reduce parking minimumso Adopt the most up-to-date building codes and evaluate current rating systems (i.e. EnergyStar, LEED, etc.)o Conduct a tree canopy assessment to inform revision of the Urban Forest Master plan to set attainable tree canopy goals or identify with Parks & Rec green space where invasive species can be removed and replaced with native grasses that effectively sequester carbono Continue to pursue Bee City USA, Monarch City USA, Mayor's Monarch Pledge, and Bird City Certification Programs provide opportunities to build awareness of the benefits of pollinators, encourage native landscaping, and preservation of natural spaces. |

Key performance indicators

| Key Performance Indicators | Targets |
|--|--|
| Reduction system water loss | 50 percent reduction in system water loss by 2050 |
| Quantity of potable water used for City facilities | Decrease the quantity of potable water used for City facilities |
| Quantity of reclaimed water to potable used for irrigation at City facilities | Increase the quantity of reclaimed water to potable used for irrigation at City facilities |
| Quantity of reclaimed water to potable used at the bulk fill station by City accounts | Increase the quantity of reclaimed water to potable used at the bulk fill station by City accounts |
| Total municipal government energy consumption | 5 percent reduction in total municipal government energy consumption |
| GHG Emissions – Municipal Government Operations (Metric Tons of Carbon Dioxide Equivalent) | Net-zero by 2050 |
| GHG Emissions from Municipal Fleet | 25 percent reduction by 2035 |
| Annual Municipal Fleet Fuel Consumption | Reduce use of fossil fuels as a percentage of total fuel consumption |
| Number of Vehicles using Alternative Fuels (Hybrids, etc.) in Municipal Vehicle Fleet | Increase the number of Vehicles using Alternative Fuels within the Municipal Fleet |
| Number of fossil fuel miles traveled within Municipal Fleet | Reduce the number of fossil fuel miles traveled |
| Number of electric miles traveled within Municipal Fleet | Increase the number of electric miles traveled |
| Percentage of new light-duty vehicle purchases to be electric | 30 percent by 2030 |
| Report City of Denton Air Quality monitor data monthly | Yes or no |
| Net tons of material recycled at City Facilities | Increase net tons of material recycled at City Facilities |

Goal 2

Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.



Goal 2

Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.

FOCUS AREA

| | |
|-----------------------------|--|
| ENERGY | <ul style="list-style-type: none">o Support energy efficiency and building envelope improvement in existing residential structures through rebates, audits, workshops, resources, and other tools such as weatherization kitso Track distribution of rebates, audits, and weatherization kits within the community to be able to quantify energy consumption and reductiono Attend community events to provide information to residents on best practices and provide tools to reduce energy consumption through weatherization, unplugging devices, installing Energy Star certified appliances, and local/federal energy efficiency incentives |
| WATER/WASTE WATER | <ul style="list-style-type: none">o Provide water audits, irrigation evaluations, and other water conservation incentiveso Increase the number of conservation workshops/classes, i.e., rain barrel, DIY irrigation tune-ups, and low water use landscapingo Attend community events to provide information to residents on best practices and provide resources to reduce water consumption through native planting, xeriscaping and irrigation type and scheduling |
| MATERIALS MANAGEMENT | <ul style="list-style-type: none">o Provide recycling audits for Solid Waste and Recycling customers to encourage proper disposalo Host more Batteries, Oil, Paints, and Antifreeze (BOPA) events in collaboration with community organizations, Homeowners Associations (HOAs)o Partner with nonprofits, vendors, or organizations to accept material considered non-programmatico Create a map as an additional resource for local drop-off locations to divert materialo Identify and pilot additional diversion opportunities at university move-outso Attend community events to share information about programmatic material, contaminants, and other diversion opportunities such as Home Chemical Collection, yard waste program, composting at home, and donating locally |

Goal 2

Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.

| FOCUS AREA | |
|-----------------------|---|
| AIR QUALITY | <ul style="list-style-type: none">o Intertwine air quality programming into workshops, classes, and eventso Provide resources for residents to stay informed on the Air Quality Forecasto Incentivize residents' use of electric-powered lawn equipmento Evaluate opportunities to incentivize commercial electric-powered lawn equipmento Provide an interactive air quality dashboard with guidance on utilization |
| TRANSPORTATION | <ul style="list-style-type: none">o Offer alternative transportation education, and familiarize residents understanding of how to get around Denton using public transit, biking, or walkingo Track distribution of EV and Ebike rebates within the communityo Partner with Denton Independent School District (DISD) to support Safe Routes to Schoolso Provide resources to encourage the safe use of active transportationo Track public transit ridership within the City of Denton around events and on off-peak times |
| LAND USE | <ul style="list-style-type: none">o Provide outreach education through workshops, the Emily Fowler Seed Library, and other outlets to be able to inform residents about native wildlife, invasive species, and pollinator gardenso Establish a program to continue to encourage backyard and community gardening within City limits such as providing tours of community gardenso Equip residents with best practices for tree care, and look at opportunities to register their trees and new plantingso Launch a public facing dashboard showing the tree canopy of Dentono Work toward National Wildlife Federation's Community Wildlife Habitat Certification |

INCENTIVES

Key performance indicators

| Key Performance Indicators | Annual Targets |
|--|---|
| Percentage of funding depleted for Energy Efficiency rebates | 100 percent of funding depleted for Energy Efficiency rebates |
| Percentage of funding depleted for Water rebates | 100 percent of funding depleted for Water rebates |
| Percentage of funding depleted for EV/E-Bike rebates | 100 percent of funding depleted for EV/E-Bike rebates |
| Percentage of funding depleted for Tree Rebates | 100 percent of funding depleted for Tree Rebates |

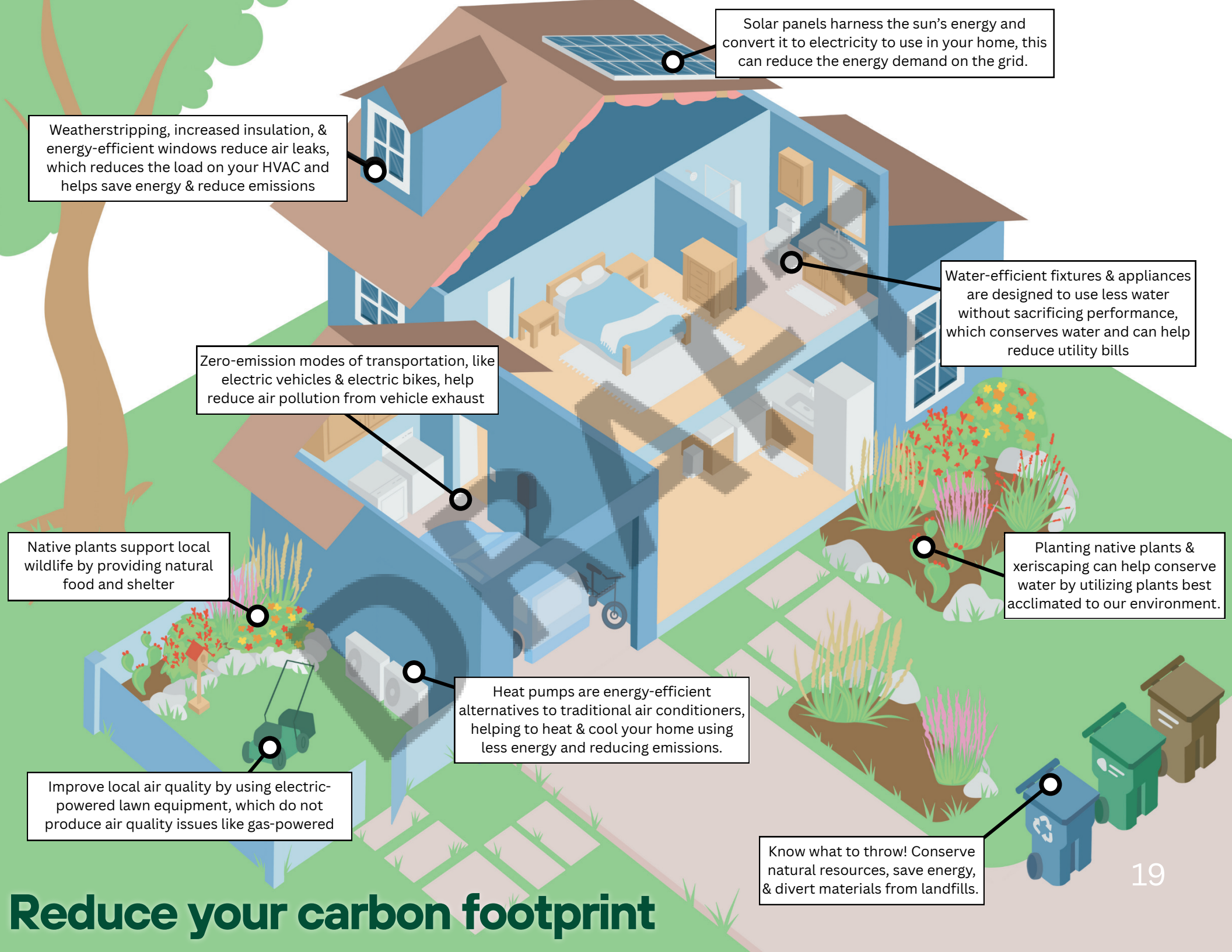
OUTREACH & EDUCATION

| Key Performance Indicators | Annual Target (FY 23-24 baseline) |
|---|--|
| Number of Participants in Water Outreach Programs (Audits and Classes) | 5 percent increase of the number of participants engaged in water outreach programs |
| Number of Participants in Energy Outreach Programs (Audits and Classes) | 5 percent increase in the number of participants engaged in energy outreach programs |
| Number of Participants in Materials Management Outreach Programs | 5 percent increase in the number of participants engaged in Materials Management programs |
| Number of Participants in Air Quality Outreach Programs | 5 percent increase of the number of participants engaged in Air Quality programs |
| Number of Participants in Alternative Transportation Outreach Programs | 5 percent increase of the number of participants engaged in alternative transportation outreach programs |
| Number of Participants in Local Food Programs | 5 percent increase of the number of participants engaged in local food programs |
| Number of Schools registered in the Denton Sustainable Schools Program | Increase the number of Schools registered in the Denton Sustainable Schools Program |

Key performance indicators

ADDITIONAL COMMUNITY MEASURES

| Key Performance Indicators | Targets |
|---|--|
| Reduction in summer water usage | Decrease water usage June 1 - September 30 (FY 23-24 baseline) |
| Percentage of reclaimed water to potable used by commercial businesses | Percentage of reclaimed water to potable used by commercial businesses |
| Quantity of reclaimed water used at the bulk fill station by commercial accounts | Increase the quantity of reclaimed water used at the bulk fill station by commercial accounts |
| Track Public Transit Ridership around Downtown events and during off-peak times | Yes or no |
| GHG Emissions – Community-wide per capita (Metric Tons of Carbon Dioxide Equivalent) | Reduce GHG emissions |
| Quantity of yard waste collected annually | Increase the quantity of yard waste collected annually |
| Quantity of Dyno Products purchased annually | Increase the quantity of Dyno Products purchased annually |
| Total Number of first-time users of Home Chemical Collection (HCC) | Increase the number of first-time users of Home Chemical Collection (HCC) |
| Total pounds of Household Hazardous Waste collected by Home Chemical Collection (HCC) | Decrease the pounds of Household Hazardous Waste collected by Home Chemical Collection from repeat customers |
| Number of facilitated take-back events for non-programmatic items | Increase the number of facilitated take-back events for non-programmatic items, a minimum of 1 quarterly |
| Number of certified wildlife habitats | Increase the number of certified wildlife habitats |
| Track the Number of Trees planted residentially | Yes or no |
| Track the Number of Trees planted at commercial and industrial development | Yes or no |



Solar panels harness the sun's energy and convert it to electricity to use in your home, this can reduce the energy demand on the grid.

Weatherstripping, increased insulation, & energy-efficient windows reduce air leaks, which reduces the load on your HVAC and helps save energy & reduce emissions

Water-efficient fixtures & appliances are designed to use less water without sacrificing performance, which conserves water and can help reduce utility bills

Zero-emission modes of transportation, like electric vehicles & electric bikes, help reduce air pollution from vehicle exhaust

Planting native plants & xeriscaping can help conserve water by utilizing plants best acclimated to our environment.

Native plants support local wildlife by providing natural food and shelter

Heat pumps are energy-efficient alternatives to traditional air conditioners, helping to heat & cool your home using less energy and reducing emissions.

Improve local air quality by using electric-powered lawn equipment, which do not produce air quality issues like gas-powered

Know what to throw! Conserve natural resources, save energy, & divert materials from landfills.

Reduce your carbon footprint

THANK YOU



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Simply Sustainable Framework Update

Katherine Barnett

Sustainability Manager

Environmental Services &
Sustainability

Today's Focus

- Background
- Why do we have a Simply Sustainable Framework?
- Progress highlights for the Framework
- Review Simply Sustainable Framework Update
- Receive Feedback
- Next Steps

Sustainability is defined as “the balance of social, economic, and environmental performance across areas such as natural systems, energy, water, waste, transportation, and quality of life.”

Background

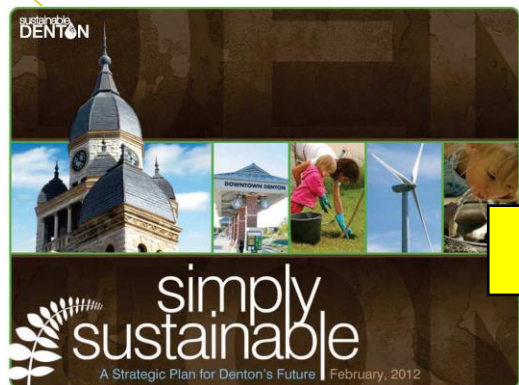
- 2011: “Promote Environmental Sustainability” key focus area in Strategic Plan
- 2012: *Simply Sustainable: A Strategic Plan for Denton’s Future* adopted
- 2020: *Simply Sustainable: A Framework for Denton’s Future* adopted
 - *Living document reviewed and updated every 5 to 7 years*
- 2022: “Promote Sustainability and the Environment” reaffirmed by City Council as a key focus area

The *Simply Sustainable Framework* is the sustainability guide for the City

- 2025: *Simply Sustainable Framework “Draft”* reviewed and discussed at:
 - Sustainability Framework Advisory Committee (SFAC)
 - *July, October, and December*
 - Committee on the Environment (COE)
 - *September*

Need for a Sustainability Plan

- Coordinated and forward-looking plan to address Sustainability
- Make sustainability accessible to the community
- Show how actions relate to impacts
- Connect sustainability across the City
- Set Priorities to ensure focus

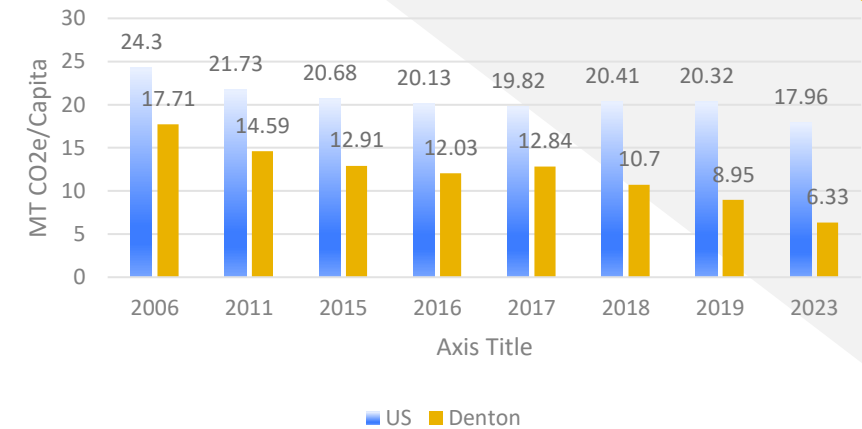


Progress through 2025

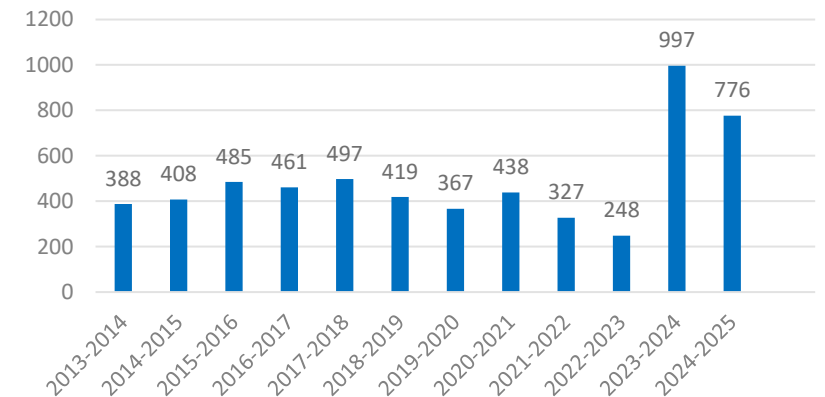
- Reduced Greenhouse Gas emissions per capita
 - 17.7 MTCO₂e (2006) down to preliminarily 6.3MTCO₂e (2023)
- Provided over 5,800 energy efficiency incentives*
- Municipal resource consumption decreasing
- Neighborhood Air Quality Sensors installed
- Community Engagement grew to 13,910 participants in Fiscal Year 2024-2025
- City adopted
 - Clean Fleet Policy
 - Commercial Diversion Program for Recycling

* to City of Denton residents with DME accounts

Community Emissions by Population



Rebates 2013-2025



Plans adopted since 2020

- **Urban Forest Master Plan (2020)**
- Denton 2040 Plan (2022)
- Mobility Plan (2022)
- **Parks, Recreation and Trails System Master Plan (2022)**
- **Comprehensive Solid Waste Management Strategy (2022)**
- Water Conservation and Drought Contingency Plan (2024)
- **Climate Action Plan (2024)**
- **Design Downtown Plan (2024)**

Sustainability Framework Comparison

| 2026 Version | 2020 Version |
|---|--|
| <p>Two Primary Goals</p> <ol style="list-style-type: none"> 1. Reduce Municipal Operations Environmental Footprint 2. Encourage and support Community behavior change and support sustainability | <p>Thirty-three (33) Goals</p> <ul style="list-style-type: none"> • Broken out under the 8 Focus Areas |
| <p>Six Focus Areas</p> <ul style="list-style-type: none"> • Air Quality, Transportation, Land Use, Energy, Water/Wastewater, and Materials Management • All focus areas included with each Primary Goal | <p>Eight Focus Areas</p> <ul style="list-style-type: none"> • Air Quality, Transportation, Land Use, Energy, Water, Materials Management • Education, Communication & Community Involvement and Resiliency & Public Health <i>SFAC felt integrated with other 6 focus areas</i> |
| <p>Goal 1 has <u>36</u> actionable items Goal 2 has <u>27</u> actionable items</p> | <p>8 Focus Areas contained <u>36 Strategies</u></p> |

2026 Framework Update

Goal 1: Reduce the environmental footprint of municipal operations, assets, and facilities. Evaluate and improve City facilities to ensure they are resilient to hazards and vulnerabilities and can be a resource to the public.

Goal 2: Provide outreach, incentives, and policies that encourage behavior change and support sustainability for the community. Reduce barriers that prevent the community from reducing their resource dependency on fossil fuels, water, energy, and waste.

Six Focus Areas:

- Air Quality
- Transportation
- Land Use
- Energy
- Water/Wastewater
- Materials Management

2026 Framework Update

Example: Energy Focus Area

Goal 1: Reduce Municipal energy consumption

- Track and reduce municipal government energy consumption in both new construction and retrofits.
- Enhance energy efficiency standards for new construction

Goal 2: Reduce Community energy consumption

- Increase community awareness of best practices and tools available to reduce energy consumption
- Support energy efficiency and building envelopment improvement in existing residential structures
 - Rebates, audits, workshops, resources and tools
- Track distribution of tools and resources
 - Quantify savings achieved through efficiency programs
 - Ensure distribution throughout the community

Direction

1. Update Framework as proposed
2. Update Framework with other changes
3. Do not update Framework (keep 2020 version)



Questions





City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: April 7, 2026

SUBJECT

Receive a report and hold a discussion regarding updates to the Linda McNatt Animal Care and Adoption Center project.

BACKGROUND

The Animal Care & Adoption Center Project was initiated to address capacity limitations, facility deficiencies, and increased community demand for animal services. In 2024, the City Council authorized a Construction Manager at Risk (CMAR) for the project's design and preconstruction to renovate the existing shelter and improve compliance with animal care and safety standards. The proposed facility includes a new adoption wing, expanded kennel capacity, a new veterinary clinic, additional play yards for community engagement, and additional parking. With design development completed, the project is ready for the next step in the approval process.

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Presentation

Respectfully submitted:
Seth Garcia, PMP
Director Capital Projects



Linda McNatt Animal Care & Adoption Center

2023 Bond Project Update

April 7th, 2026
ID 26-0386

Agenda

- Update Council on project deliverables
 - 2023 Bond Scope
 - Current Budget
 - Construction Schedule
- Phasing Plan
- New Floor Plan
- Operations impacts





Bond Project Major Goals

- ✓ Expand facility
- ✓ Reconfigure to enhance functionality
- ✓ Replace HVAC system

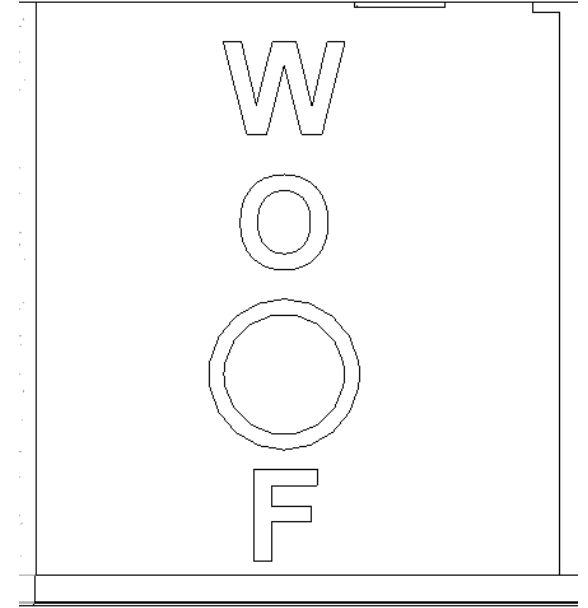
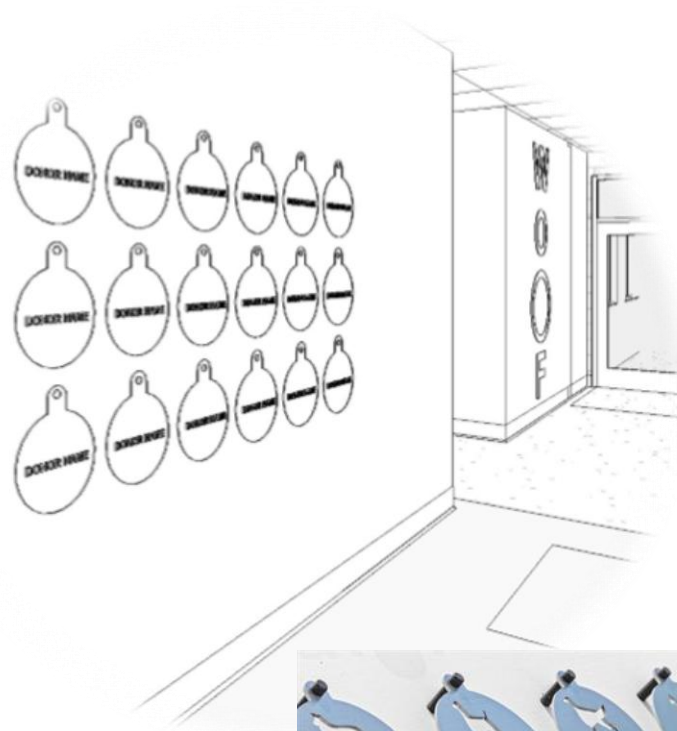
Final Project Scope (Major)

- Facility expanded by 10,000 SF, 18 additional parking spots, and 5 play yards
- Relocation of adoptable dogs from stray, isolation and quarantine animals
- Veterinary Clinic relocated and expanded to SW corner of building
- Add Aerapy system to HVAC for critical infection control, to improve air quality, eliminate odors and reduce maintenance costs



Final Project Scope (Minor)

- Exercise yards created specifically for isolation and quarantine dogs
- Indoor/outdoor runs added to adoptable/stray dog areas
- Guillotine doors added to Isolation and quarantine areas for efficiency and disease mitigation
- Added area for exotic animals
- Added dedicated break room, volunteer area, and locker room with staff shower.



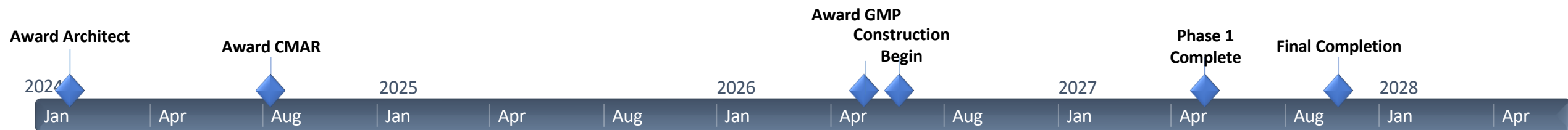
Project Budget

- 2023 Bond Program: \$15,850,000
- Additional Facilities CO's: \$4,500,000
 - Total: **\$20,350,000**
- Cost Breakdown
 - Construction Costs: \$17.05M
 - Soft Costs: \$3.30M



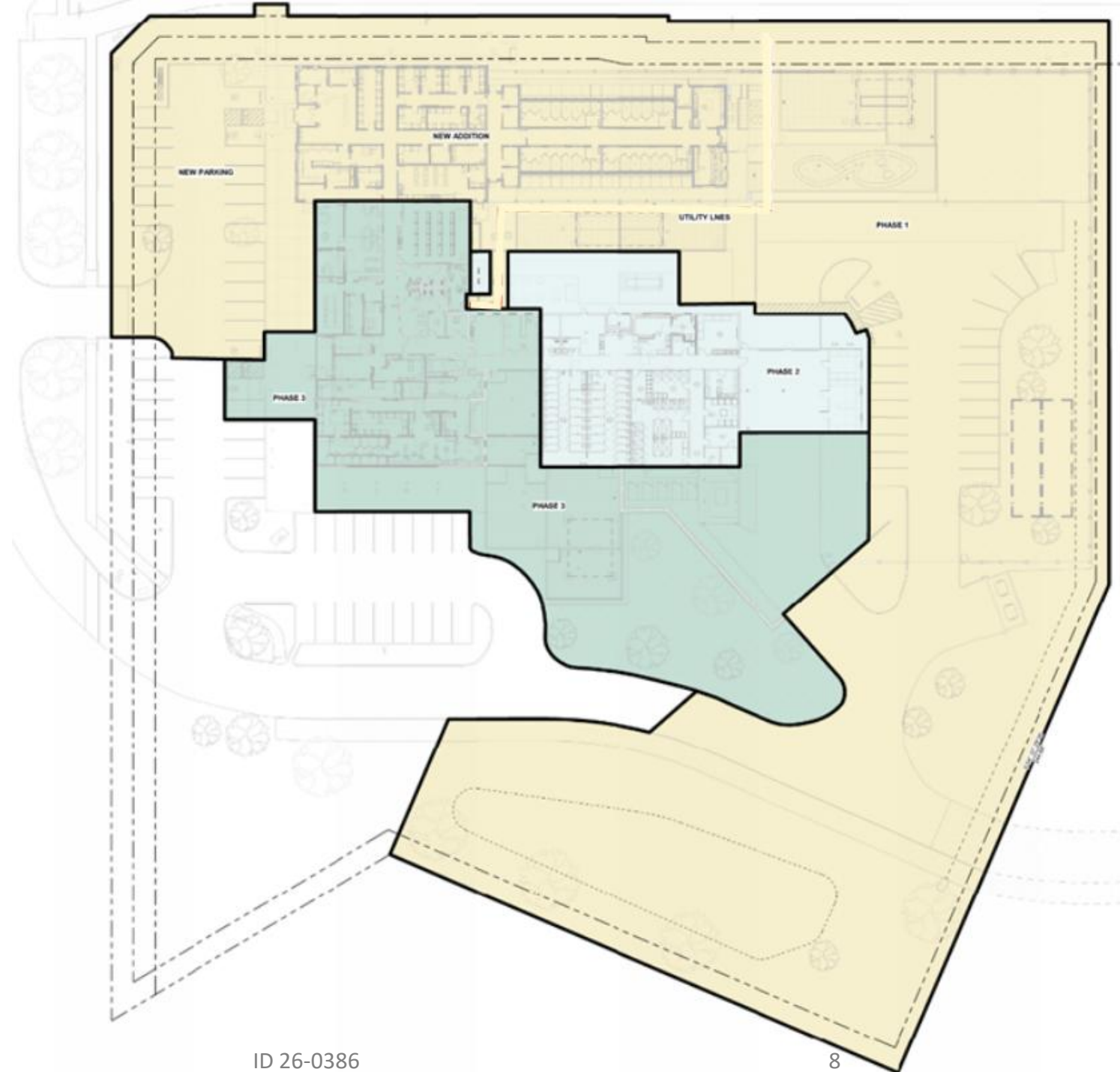
Project Schedule

- Architect approved April 16th, 2024
- CMAR Pre-Con services approved August 20th, 2024
- Construction anticipated start May 2026
 - 12 Months Phase 1
 - 6 Months Phases 2 & 3
- Estimated completion November 2027



Phasing Plan

- Phase 1 - Build Adoption addition, new parking and play yards
- Phase 2 - Renovate back of house areas
 - Added outdoor runs and kennel spacing
- Phase 3 - Build out clinic space and staff offices

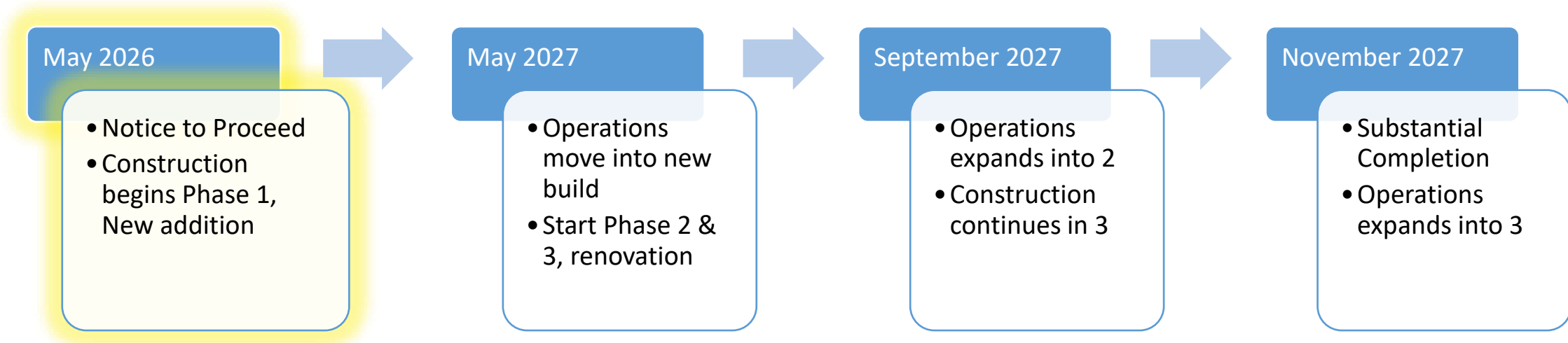


Floor Plan



Operational Impacts

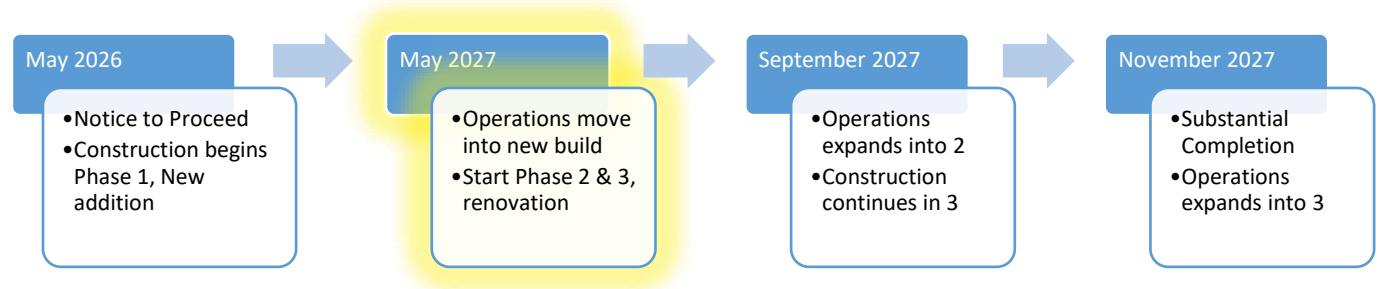
Phase 1- May 2026 – May 2027



| Core Service | Impact | Mitigation/Concerns |
|----------------|--|---|
| Animal Housing | Will lose access to large yard and runs used during cleaning | Relocation of temporary runs to open grass area |

Operational Impacts

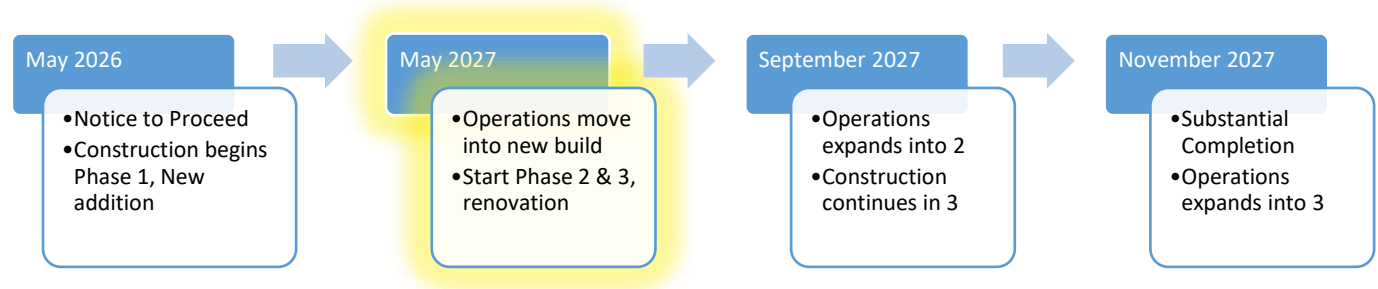
Phase 2 & 3- May 2027- September 2027



| Core Service | Impact | Mitigation/Concerns |
|--|--|--|
| Animal Housing | Shift animal housing entirely to new addition- will result in reduced capacity | <p><u>Dog Housing:</u> Divide new dog housing into 4 quadrants-temp capacities:</p> <ul style="list-style-type: none"> •Adoption/Stray Hold: 16 (current 59) •Isolation: 9 (current 13) •Quarantine: 7 (current 6) <p><u>Cat/Exotics Housing:</u> no modification needed 132 (current 138)</p> <p><u>Animal Intake:</u> Shift operations to new intake room</p> |
| Adoption, foster, and rescue placement of available animals | New addition provides planned lobby, front desk space to facilitate transactions, and visitation/ meet and greet space | N/A |
| Animal reclaims/return to owners that cannot be conducted in the field | New addition provides planned lobby, front desk space to facilitate returns and transactions. | N/A |
| Owner Surrender | Ability to intake owner surrender animals will be limited due to reduced capacity/space. | Will be ready to provide additional resources/support/options to community in lieu of intaking animal into the shelter |

Operational Impacts

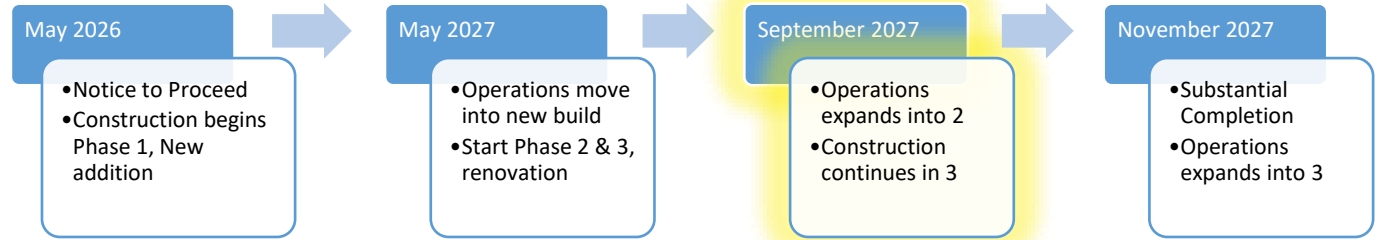
Phase 2 & 3- May 2027- September 2027 Continued



| Core Service | Impact | Mitigation/Concerns |
|---|---|--|
| Spay/neuter and medical evaluation and treatment of housed and foster to adopt animals | <ul style="list-style-type: none"> •Clinic/Surgery Suite not available during this phase •Need designated space for intakes/exams/foster care | <ul style="list-style-type: none"> •Securing partnerships and contracts to provide services •Utilize new surrender exam area for some of these functions |
| Quarantine of bite animals or an animal that has potentially exposed a person to rabies | Utilization of housing in new addition to use as quarantine | Need to ensure designated space meets state requirements |
| Humane euthanasia of animals | Possible utilization of new intake exam room | Need to ensure designated temporary space meets guidelines and provides for secure control of euthanasia drugs and log book |
| Disposal of dead animals | May not have access to incinerator or the ability to properly store deceased animals before cremation in walk in freezer | Possible utilization of landfill services via Solid Waste |

Operational Impacts

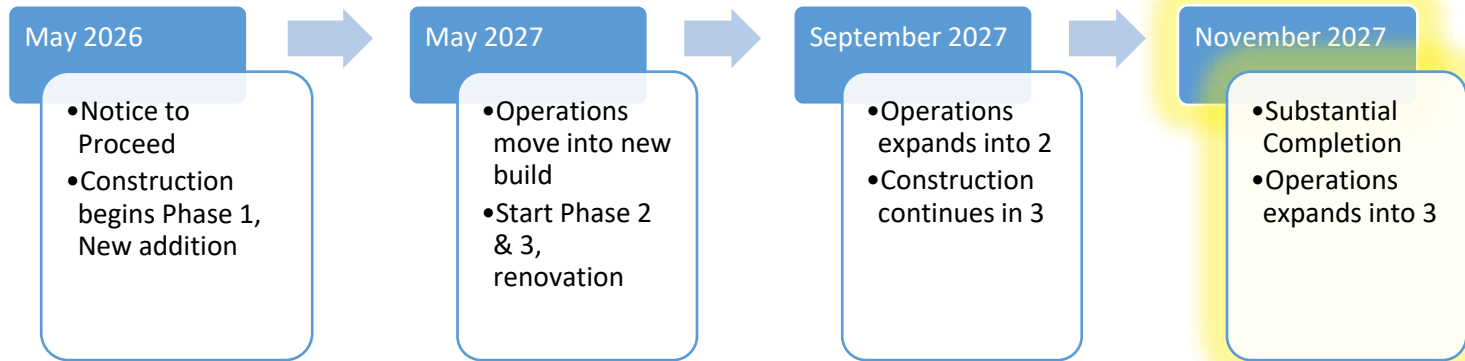
Phase 3- September 2027 - November 2027



| Core Service | Impact | Mitigation/Concerns |
|---|---|--|
| Spay/neuter and medical evaluation and treatment of housed and foster to adopt animals | <ul style="list-style-type: none"> • Clinic/Surgery Suite not available during this phase • Need designated space for intakes/exams/foster care | <ul style="list-style-type: none"> • Securing partnerships and contracts to provide services • Utilize new surrender exam area for some of these functions |
| Quarantine of bite animals or an animal that has potentially exposed a person to rabies | Utilization of housing in new addition to use as quarantine | Need to ensure designated space meets state requirements |
| Humane euthanasia of animals | Possible utilization of new intake exam room | Need to ensure designated temporary space meets guidelines and provides for secure control of euthanasia drugs and log book |
| Disposal of dead animals | May not have access to incinerator or the ability to properly store deceased animals before cremation in walk-in freezer | Possible utilization of landfill services via Solid Waste |

Operational Impacts

Substantial Completion 2027 Resume Full Operations



Questions?





AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Cassey Ogden, Interim

DATE: April 7, 2026

SUBJECT

Consider approval of the minutes of the February 17, 2026 and March 3, 2026 Regular Meetings.

BACKGROUND

The minutes drafts are provided for review and formal approval by the City

Council. **EXHIBITS**

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – February 17, 2026 Regular Meeting Minutes Draft

Exhibit 3 – March 3, 2026 Regular Meeting Minutes Draft

Respectfully submitted:

Ingrid Rex
City Secretary

CITY OF DENTON CITY COUNCIL MINUTES

February 17, 2026

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Work Session on Tuesday, February 17, 2026, at 2:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Gerard Hudspeth, Mayor Pro Tem Suzi Rumohr, and Council Members Vicki Byrd, Joe Holland, Brandon Chase McGee, and Brian Beck

ABSENT: Council Member Jill Jester

Also present were City Manager Sara Hensley and City Attorney Mack Reinwand.

The posted agenda noted the registration process for public participation (virtual and in-person) at this meeting. There were no online eComments received for any items on the agenda.

Council Member Jester arrived at 2:09pm

WORK SESSION

1. Citizen Comments on Consent Agenda Items

None

2. Requests for clarification of agenda items listed on this agenda for public hearing and individual consideration.

• Clarification:

o None

• Pulled For Individual Consideration:

o None

3. Work Session Reports

- A. ID 25-2151 Receive a report, hold a discussion, and give staff direction regarding Audit Project 047-Employee Performance Management. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented, and discussion followed.

Following discussion, there was no direction provided as the item was for presentation/discussion purposes.

- B. ID 25-2296 Receive a report, hold a discussion, and give staff direction regarding the City's utility billing process for electric service. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented, and discussion followed.

Following discussion, Council consensus was to move forward with staff recommendations.

- C. ID 25-2291 Receive a report, hold a discussion, and give staff direction on the update to the Mosquito Surveillance and Response Plan. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented, and discussion followed.

Following discussion, City Council consensus was for Option # 1, to update the Plan as discussed.

The work session ended at 3:31 p.m.

CLOSED MEETING

1. The City Council convened into a Closed Meeting at 3:42 p.m. consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law, as follows:

- A. ID 25-1581 Deliberations regarding Economic Development - Under Texas Government Code Section 551.087. Receive a report and hold a discussion regarding the potential offer of a financial or other incentive to two business prospects code-named Project Nook and Project Chocolate which the City seeks to have locate, stay, renovate, or expand in or near the territory of the City and with which the City is conducting economic development negotiations. This discussion shall include commercial and financial information, including an economic development incentive request the City has received from Project Nook and Project Chocolate.

DELIBERATED

- B. ID 26-0227 Consultation with Attorneys - Under Texas Government Code Section 551.071 Consult with the City's attorneys on the legal status, strategy, and options for responding to Public Information Requests, reference number(s) R002227-100125, R002226-100125, and D050272-112525, related to Police Department records. Consultation with City's attorney regarding issues associated with the aforementioned matter where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton under Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position in any administrative or potential litigation.

DELIBERATED

The closed meeting started at 3:31 p.m. and ended at 5:00 p.m. No votes or actions were taken during the closed meeting.

REGULAR MEETING

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Regular Meeting on Tuesday, February 17th, 2026, at 6:30 p.m. in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Pro Tem Suzi Rumohr, and Council Members Vicki Byrd, Joe Holland, Brandon Chase McGee, Jill Jester, and Brian Beck

ABSENT: Mayor Gerard Hudspeth

Also present were City Manager Sara Hensley and City Attorney Mack Reinwand.

The posted agenda noted the registration process for public participation (virtual and in-person) at this meeting. There were no online eComments received for any items on the agenda.

1. PLEDGE OF ALLEGIANCE

- A. U.S. Flag
- B. Texas Flag

2. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

- 1) Scheduled Citizen Reports from Members of the Public
 - A. ID 26-0186 Ms. Tracy Duckworth regarding homelessness.
PRESENTED
 - B. ID 26-0223 Mr. London Golding regarding ICE and Police.
NOT PRESENTED
- 2) Additional Citizen Reports (Open Microphone)
Citizen comments received are noted on Exhibit A.

3. CONSENT AGENDA

The Consent Agenda consisted of Items 3.A – Q. During the Work Session held earlier in the day, no items were pulled for Individual Consideration.

Council Member Jester moved to adopt the Consent Agenda as presented. Motion seconded by Council Member Holland.

Motion carried.

AYES (6): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Mayor Hudspeth

- A. ID 26-0031 Consider approval of the minutes of the February 3, 2026 Regular Meeting.

APPROVED

- B. ID 25-2381 Consider approval of a resolution of the City of Denton, Texas, ratifying an amendment of the bylaws for Denton City Public Facility Corporation; and providing an effective date.

ASSIGNED RESOLUTION NO. 25-2381

- C. ID 26-0013 Consider adoption of an ordinance of the City of Denton ratifying the submission of an application to the Texas Department of Transportation (TXDOT) for the 2027 General Traffic Safety Grant Program in the amount of \$115,000 which would require City's matching funds in an amount not to exceed \$28,750 and a total project cost of \$143,750 to provide blood draw services at the City of Denton Jail; and providing for an effective date.

ASSIGNED ORDINANCE NO. 26-0013

- D. ID 26-0080 Consider adoption of an ordinance of the City of Denton approving and authorizing the execution of City Council Contingency Fund donation agreements between the City of Denton and Denton Black Film Festival (\$567), Project Hope Denton (\$567), Greater Denton Arts Council (\$566), and authorizing the transfer of \$900 from the Council Contingency Fund to the Parks and Recreation Department to build and install a sign at the Girl Scout Troop 2302 Pollinator Garden in Avondale Park, all of which benefit nonprofit organizations located within the City of Denton and designated for donations by individual council members; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends approval (2-0).

ASSIGNED ORDINANCE NO. 26-0080

- E. ID 26-0109 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract extension between the City of Denton and WSP USA Inc., for program management services for the Denton Municipal Electric Capital Improvement Plan projects; and declaring an effective date (RFQ 6862 - extending a contract with WSP USA Inc., until project completion). The Public Utilities Board recommends approval (6 - 0).

ASSIGNED ORDINANCE NO. 26-0109

- F. ID 26-0110 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract extension between the City of Denton and CJA Enterprises LLP through January 25, 2027, to continue the purchase of construction materials for the City of Denton Streets, Water, Wastewater, and various other departments; and declaring an effective date (IFB 7841 - extending a contract

with CJA Enterprises LLP, to January 25, 2027). The Public Utilities Board recommends approval (6 - 0).

ASSIGNED ORDINANCE NO. 26-0110

- G. ID 26-0111 Consider 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 Freese and Nichols, Inc., for planning services for the Water Utilities Financial Planning and Support Project for the Water Utilities Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8213-012 - Professional Services Agreement for planning services awarded to Freese and Nichols, Inc., in the not-to-exceed amount of \$1,049,620.00). The Public Utilities Board recommends approval (6 - 0).

ASSIGNED ORDINANCE NO. 26-0111

- H. ID 26-0112 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under IFB 8903 for Heat Exchanger Replacement for the Pecan Creek Water Reclamation Plant for the Water Utilities Department; and providing an effective date (IFB 8903). The Public Utilities Board recommends approval (6 - 0).

ASSIGNED ORDINANCE NO. 26-0112

- I. ID 26-0114 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Gage & Cade Construction, LLC, for the Public Disposal Facility Repairs for the Solid Waste and Recycling Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8915 - awarded to Gage & Cade Construction, LLC, in the not-to-exceed amount of \$579,952.00). The Public Utilities Board recommends approval (6 - 0).

ASSIGNED ORDINANCE NO. 26-0114

- J. ID 26-0115 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with AMS Group LLC, for power transformer disposal (scrap) services for Denton Municipal Electric; providing for the sale of obsolete assets; and providing an effective date (IFB 8971 - awarded to AMS Group LLC, in the revenue amount of \$401,777.00). The Public Utilities Board recommends approval (6 - 0).

ASSIGNED ORDINANCE NO. 26-0115

- K. ID 26-0116 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a Construction Manager at Risk Preconstruction Agreement between the City of Denton and Archer Western Construction, LLC, amending the contract approved by City Council on September 30, 2025 in the not-to-exceed amount of \$1,500,000.00; said first amendment to acquire and assemble

the equipment for the required pilot study for the Ray Roberts Water Treatment Plant Expansion Project; providing for the expenditure of funds therefor; and providing an effective date (RFP 8590 - providing for an additional first amendment expenditure amount not-to-exceed \$1,315,293.00, with the total contract amount not-to-exceed \$2,815,293.00). The Public Utilities Board recommends approval (6-0).

ASSIGNED ORDINANCE NO. 26-0116

- L. ID 26-0117 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Northstar Construction, LLC, for the Bowling Green Park Construction for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8635 - awarded to Northstar Construction, LLC, in the not-to-exceed amount of \$1,847,984.25).

ASSIGNED ORDINANCE NO. 26-0117

- M. ID 26-0118 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Longhorn Incorporated, for the purchase of irrigation systems, supplies, parts, and accessories to be stocked in the City of Denton Warehouse; providing for the expenditure of funds therefor; and providing an effective date (RFP 8950 - awarded to Longhorn Incorporated, for one (1) year, with the option for two (2) additional one (1) year extensions, in the total three (3) year not-to-exceed amount of \$500,000.00).

ASSIGNED ORDINANCE NO. 26-0118

- N. ID 26-0119 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Ennis-Flint, Inc. dba Ennis Traffic Safety Solutions, for the purchase of pavement markings for the Traffic Department to be stocked in the City of Denton Warehouse; providing for the expenditure of funds therefor; and providing an effective date (IFB 8952 - awarded to Ennis-Flint, Inc. dba Ennis Traffic Safety Solutions, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$475,000.00).

ASSIGNED ORDINANCE NO. 26-0119

- O. ID 26-2460 Consider adoption of an ordinance of the City of Denton granting a noise exception for the 2026 Run Different special event run series: Western Invasion, Rubiks Cube, Rose Run, Instant Classic, Run 4 Babies, Haunting Experience, and Black Friday Turkey Trot which will be held on Sunday, March 22, 2026, from 6:00 a.m. to 11:00 a.m., Saturday, April 25, 2026, from 6:00 a.m. to 11:00 a.m., Saturday, May 9, 2026, from 6:00 a.m. to 11:00 a.m., Saturday, September 5, 2026, from 6:00 a.m. to 11:00 a.m., Saturday, October 10, 2026, from 6:00 a.m. to 11:00 a.m., Friday, October 30, 2026, from 5:00 p.m. to

9:00 p.m., Friday, November 27, 2026, from 6:00 a.m. to 11:00 a.m., at North Lakes Park (2001 W. Windsor Dr.); and providing an effective date.

ASSIGNED ORDINANCE NO. 26-2460

- P. ID 26-2461 Consider the adoption of an ordinance of the City of Denton granting The Greater Denton Arts Council, a noise exception for the Video Art Night event on Friday, March 6, 2026, from 6:00 p.m. to 10:00 p.m. at Quakertown Park; and providing an effective date.

ASSIGNED ORDINANCE NO. 26-2461

- Q. ID 26-0181 Consider approval of a resolution of the City of Denton, Texas authorizing the filing of a Certificate of Formation for the creation of Denton Destination Management and Marketing Organization as a Texas nonprofit corporation; approving the initial bylaws of the corporation; and providing an effective date.

ASSIGNED RESOLUTION NO. 26-0181

4. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. A25-0005 Consider adoption of an ordinance of the City of Denton, Texas, regarding a Municipal Services Agreement, pursuant to Tex. Loc. Govt. Code Sec. 43.0672, between the City of Denton and Victor and Leticia Lopez for the provision of city services to approximately 2.00 acres of land, approximately located 300.77 feet north of Mills Road, approximately 1,453 feet west of South Trinity Road; approving a schedule of annexation; authorizing the City Manager to execute the agreement; and providing an effective date. (A25-0005, 5811 Mills Rd Annexation, Angie Manglaris)

ASSIGNED ORDINANCE NO. A25-0005

There were no online eComments received on this item.

The item was presented and discussion followed.

There were no in-person citizen comments.

Following discussion, Council Member Beck moved to adopt the item as presented. Motion seconded by Council Member Jester.

Motion carried.

AYES (6): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Mayor Hudspeth

- B. A25-0003 Consider adoption of an ordinance of the City of Denton, Texas, regarding a Municipal Services Agreement, pursuant to Tex. Loc. Govt. Code Sec. 43.0672, between the

City of Denton and Victor Lopez for the provision of city services to approximately 1.03 acres of land, generally located on the north side of Mills Road, approximately 1,453 feet west of South Trinity Road; approving a schedule of annexation; authorizing the City Manager to execute the agreement; and providing an effective date. (A25-0003, Mills Rd Annexation, Ashley Ekstedt)

ASSIGNED ORDINANCE NO. A25-0003

There were no online eComments received on this item.

The item was presented and no discussion followed. There were no in-person citizen comments.

Council Member Holland moved to adopt the item as presented. Motion seconded by Council Member Jester.

Motion carried.

AYES (6): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Mayor Hudspeth

C. A25-0004 Consider adoption of an ordinance of the City of Denton, Texas, regarding a Municipal Services Agreement, pursuant to Tex. Loc. Govt. Code Sec. 43.0672, between the City of Denton and J. Doss Phillips for the provision of city services to approximately 1.09 acres of land, generally located 740 feet south of Edwards Road and 290 feet west of Swisher Road; approving a schedule of annexation; authorizing the City Manager to execute the agreement; and providing an effective date. (A25-0004, Swisher Road Annexation, Bryce Van Arsdale)

ASSIGNED ORDINANCE NO. A25-0004

There were no online eComments received on this item.

The item was presented and no discussion followed.

There were no in-person citizen comments.

Council Member Beck moved to adopt the item as presented. Motion seconded by Council Member Holland.

Motion carried.

AYES (6): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Mayor Hudspeth

5. PUBLIC HEARINGS

- A. A25-0005a Hold a public hearing and consider a petition for voluntary annexation of approximately 2.00 acres of land, approximately located 300.77 feet north of Mills Road, approximately 1,453 feet west of South Trinity Road, into the City of Denton, Denton County, Texas; providing for a correction to the City map to include the annexed land; and providing for a savings clause and an effective date. (A25-0005a, 5811 Mills Rd Annexation, Angie Manglaris)

ASSIGNED ORDINANCE NO. A25-0005a

There were no online eComments received on this item.

The item was presented and no discussion followed.

The Mayor Pro Tem opened the public hearing.

There were no in-person citizen comments.

The Mayor Pro Tem closed the public hearing.

Note: There was no action taken as the item was only a public hearing.

- B. A25-0003a Hold a public hearing and consider a petition for voluntary annexation of approximately 1.03 acres of land, generally located on the north side of Mills Road, approximately 1,453 feet west of South Trinity Road, into the City of Denton, Denton County, Texas. (A25-0003a, Mills Rd Annexation, Ashley Ekstedt)

ASSIGNED ORDINANCE NO. A25-0003a

There were no online eComments received on this item.

The item was presented and no discussion followed.

The Mayor Pro Tem opened the public hearing.

There were no in-person citizen comments.

The Mayor Pro Tem closed the public hearing.

Note: There was no action taken as the item was only a public hearing.

- C. A25-0004a Hold a public hearing and consider a petition for voluntary annexation of approximately 1.09 acres of land, generally located 290 feet west of Swisher Road, approximately 740 feet south of Edwards Road, into the City of Denton, Denton County, Texas. (A25-0004a, Swisher Road, Bryce Van Arsdale)

ASSIGNED ORDINANCE NO. A25-0004a

There were no online eComments received on this item.

The item was presented and no discussion followed.

The Mayor Pro Tem opened the public hearing.

There were no in-person citizen comments.

The Mayor Pro Tem closed the public hearing.

Note: There was no action taken as the item was only a public hearing.

- D. CA25-0005a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a Comprehensive Plan Amendment from the Agriculture and Low Residential Future Land Use Designations to the regional mixed use future land use designation on approximately 24.941 acres generally located at the northwest and northeast corners of the intersection of West University Drive (US 380) and Golden Hoof Drive, in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Future Land Use Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted (5-1) to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner Dyer. (CA25-0005a, Hickory Grove Commercial, Mia Hines)

ASSIGNED ORDINANCE NO. CA25-0005a

There were no online eComments received on this item.

The item was presented and discussion followed.

The Mayor Pro Tem opened the public hearing.

There were no in-person citizen comments.

The Mayor Pro Tem closed the public hearing.

Following discussion, Council Member Holland moved to adopt the item as presented. Motion seconded by Council Member Beck.

Motion carried.

AYES (6): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Mayor Hudspeth

- E. Z25-0022a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Residential 2 (R2) District to Suburban Corridor (SC) District on approximately 24.941 acres

of land generally located at the northwest and northeast corner of the intersection of West University Drive (US 380) and Golden Hoof Drive, in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted (5-1) to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner Riggs. (Z25-0022a, Hickory Grove Commercial, Mia Hines)

ASSIGNED ORDINANCE NO. Z25-0022a

There were no online eComments received on this item.

The item was presented and no discussion followed.

The Mayor Pro Tem opened the public hearing.

There were no in-person citizen comments.

The Mayor Pro Tem closed the public hearing.

Council Member Byrd moved to adopt the item as presented. Motion seconded by Council Member Jester.

Motion carried.

AYES (6): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Mayor Hudspeth

6. ITEMS FOR INDIVIDUAL CONSIDERATION (continued)

- A. A25-0005b Conduct the first of two readings of an ordinance of the City of Denton, Texas annexing approximately 2.00 acres of land located approximately 300.77 feet north of Mills Road, approximately 1,453 feet west of South Trinity Road; approving a schedule of annexation; authorizing the City Manager to execute the agreement; and providing an effective date. (A25-0005b, 5811 Mills Rd Annexation, Angie Manglaris)

There were no online eComments received on this item.

The item was presented and no discussion followed.

There were no in-person citizen comments.

Note: There was no action taken as the item was only a public hearing.

- B. A25-0003b Conduct the first of two readings of an ordinance of the City of Denton, Texas annexing approximately 1.03 acres of land, generally located on the north side of Mills Road, approximately 1,453 feet west of South Trinity Road, into the City of Denton, Denton County, Texas; providing for a correction to the City map to include the annexed land; and providing for a savings clause and an effective date. (A25-0003b, Mills Rd Annexation, Ashley Ekstedt)

There were no online eComments received on this item.

The item was presented and no discussion followed.

There were no in-person citizen comments.

Note: There was no action taken as the item was only a public hearing.

- C. A25-0004b Conduct the first of two readings of an ordinance of the City of Denton, Texas annexing approximately 1.09 acres of land, generally located 290 feet west of Swisher Road, approximately 740 feet south of Edwards Road, into the City of Denton, Denton County, Texas; providing for a correction to the City map to include the annexed land; and providing for a savings clause and an effective date. (A25-0004b, Swisher Road, Bryce Van Arsdale)

There were no online eComments received on this item.

The item was presented and discussion followed.

There were no in-person citizen comments.

Note: There was no action taken as the item was only a public hearing.

7. CONCLUDING ITEMS

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 7:26 p.m.

GERARD HUDSPETH
MAYOR
CITY OF DENTON, TEXAS

INGRID REX
CITY SECRETARY
CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

EXHIBIT A - February 17, 2026 City Council Regular Meeting

**Speaker Commentaries/Registrations
Online, Email, Phone**

| Name | Address | City | Agenda Item | Position | Method | Comments |
|-------------------|-----------------------------|-------------|--------------------|-----------------|---------------|--|
| Danna Zoltner | 610 Emery | Denton | Open Mic | n/a | In-Person | Comments related to ADU (Accessory Dwelling Unit) Ordinance |
| Chris Watts | 419 S. Carroll Blvd, Ste 1B | Denton | Open Mic | n/a | In-Person | Comments related to Evers Farm |
| Chance Herrington | 1501 Carrigan Ln | Denton | Open Mic | n/a | In-Person | Comments related to proposed RTIC (Real Time Information Center) |
| | | | | | | |

CITY OF DENTON CITY COUNCIL MINUTES

March 3, 2026

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Work Session on Tuesday, March 3, 2026, at 4:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Pro Tem Suzi Rumohr and Council Members Brian Beck, Vicki Byrd, Joe Holland and Jill Jester.

ABSENT: Mayor Gerard Hudspeth and Council Member Brandon Chase McGee

Also present were City Manager Sara Hensley and City Attorney Mack Reinwand.

The posted agenda noted the registration process for public participation (virtual and in-person) at this meeting. There were no online eComments received for any items on the agenda.

WORK SESSION

1. Citizen Comments on Consent Agenda Items

None

2. Requests for clarification of agenda items listed on this agenda for public hearing and individual consideration.

• Clarification:

o None

• Pulled For Individual Consideration:

o Mayor Pro Tem Rumohr: Item 3.E (26-0189)

3. **Work Session Reports**

A. ID 25-2294 Receive a report, hold a discussion, and give staff direction regarding the use and potential disposal of real property tracts owned by the City of Denton.

The item was presented, and discussion followed.

Following discussion, City Council consensus was to move forward with staff recommendations.

The work session ended at 4:15 p.m.

CLOSED MEETING

1. The City Council convened into a Closed Meeting at 4:20 p.m. consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law, as follows:

Closed meeting items are shown in the order they were deliberated.

- C. ID 26-0314 Consultation with Attorneys - Under Texas Government Code Section 551.071. Consult with the City's attorneys regarding petitions for streamlined expedited release from the City's Certificates of Convenience and Necessity (PUC Docket Nos. 58460 and 58462), where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position.

DELIBERATED

- A. ID 26-0261 Deliberations regarding Real Property - Under Texas Government Code, Section 551.072. Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to the City real property inventory and the identification and potential sale of City surplus real property, where a public deliberation of such potential sales would have a detrimental effect on the City's position in negotiations with third parties.

DELIBERATED

- B. ID 26-2410 Deliberations Regarding Certain Public Power Utilities: Competitive Matters - Under Texas Government Code Section 551.086; Consultation with Attorneys - Under Texas Government Code Section 551.071. Receive information from staff regarding an update to the Denton Municipal Electric Energy Risk Management Policy that includes public power utility competitive data; discuss, deliberate, and provide direction to staff regarding same. Consultation with City's attorney regarding legal issues associated with the above matter where a public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or would jeopardize the City's legal position in any administrative proceeding or potential litigation. This agenda item is related to Consent Agenda item ID 26-2406 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.

NOT DELIBERATED

The closed meeting started at 4:20 p.m. and ended at 4:42 p.m. No votes or actions were taken during the closed meeting.

REGULAR MEETING

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Regular Meeting on Tuesday, March 3, 2026, at 6:30 p.m. in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Pro Tem Suzi Rumohr and Council Members Brian Beck, Vicki Byrd, Joe Holland and Jill Jester.

ABSENT: Mayor Gerard Hudspeth and Council Member Brandon Chase McGee

Also present were City Manager Sara Hensley and City Attorney Mack Reinwand.

The posted agenda noted the registration process for public participation (virtual and in-person) at this meeting. There were no online eComments received for any items on the agenda.

1. PLEDGE OF ALLEGIANCE

- A. U.S. Flag
- B. Texas Flag

2. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

- 1) Scheduled Citizen Reports from Members of the Public
 - A. ID 26-0276 Ms. Tracy Duckworth regarding homelessness.

PRESENTED

- (2) Additional Citizen Reports (Open Microphone)

Citizen comments received are noted on Exhibit A.

3. CONSENT AGENDA

The Consent Agenda consisted of Items 3. A-L. During the Work Session held earlier in the day, Item 3.E was pulled for Individual Consideration by Mayor Pro Tem Rumohr.

Council Member Beck moved to adopt the Consent Agenda, now consisting of Items 3.A-D, and 3. F-L. Motion seconded by Council Member Jester.

Motion carried.

AYES (5): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, and Jester

NAYS (0): None

ABSENT (2): Mayor Hudspeth and Council Member McGee

- A. ID 26-0193 Consider approval of an Ordinance of the City Council appointing Cassey Ogden as Interim City Manager; entering an agreement with the Interim City Manager that sets forth the terms of the appointment including provisions regarding compensation, severance and duration; authorizing the Mayor to execute the agreement; authorizing the expenditure of funds and providing an effective date.

ASSIGNED ORDINANCE NO. 26-0193

- B. ID 26-0236 Consider appointments to the Tax Increment Reinvestment Zone Number Two (Westpark TIRZ) Board of Directors.

APPROVED

APPOINTMENTS LISTED ON EXHIBIT B

- C. ID 26-2406 Consider adoption of an ordinance of the City of Denton repealing ordinance No. 24-2027; approving the 2026 Denton Municipal Electric - Energy Risk Management Policy (the "2026 ERMP"); delegating authority as provided in the 2026 ERMP; authorizing and approving the subsequent execution of such other ancillary and related documents, including, without limitation, contracts, nominations, certificates, assignments, licenses, directions, instruments, confirmations, orders, and statements as are authorized by the 2026 ERMP, which are incident to or related thereto; confirming that the city of Denton, its mayor, its city council members, its city manager, its city attorney, and its city secretary are authorized to perform such acts and obligations as are reasonably required to consummate those future transactions which are provided for and authorized by the 2026 ERMP; finding that the purchase of electricity, natural gas, and related commodities and instruments are exempt from the requirements of competitive bidding; finding that the purchase of electricity, natural gas, and related commodities and instruments made by the city under the terms of the 2026 ERMP are in the public welfare of the citizens and electric ratepayers of the city; authorizing the expenditure of funds therefor; and, providing an effective date. The Public Utilities Board recommends approval (6-0).

ASSIGNED ORDINANCE NO. 26-2406

- D. ID 26-0216 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute an Interlocal Cooperation Agreement with Denton County, Texas for the City to provide utility relocations, inspections, and construction of a signal and roadway improvements along areas of Robson Ranch Road from IH 35 West to Cleveland Gibbs/Ed Robson Blvd in which the county agrees to reimburse the City an amount which shall not exceed \$5,800,000.00; providing a repealer; and providing an effective date.

ASSIGNED ORDINANCE NO. 26-0216

- F. ID 26-0233 Consider the adoption of an ordinance of the City of Denton granting Boil Buddies Bash Denton Mudbug., a noise exception for the Boil Buddies Bash Denton Mudbug event on Saturday, April 11, 2026, from 12:00 p.m. to 7:00 p.m. at Lucky Lou's; and providing an effective date.

ASSIGNED ORDINANCE NO. 26-0233

- G. ID 26-0234 Consider the adoption of an ordinance of the City of Denton granting Fry Street Fair, a noise exception for the Fry Street Fair event on Friday, April 24, 2026, from 4:00 p.m. to 10:00 p.m., Saturday, April 25, 2026, from 12:00 p.m. to 10:00 p.m. and Sunday, April 26, 2026, from 12:00 p.m. to 10:00 p.m. at 109 Avenue A., Denton, TX; and providing an effective date.

ASSIGNED ORDINANCE NO. 26-0234

- H. ID 26-0239 Consider 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 HDR Engineering, Inc., for the design of Western Boulevard from US 380 to Jim Christal Road as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-012 - Professional Services Agreement for design services awarded to HDR Engineering, Inc., in the not-to-exceed amount of \$588,451.00).

ASSIGNED ORDINANCE NO. 26-0239

- I. ID 26-0240 Consider adopting an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8919 for Health Individual and Aggregate Stop Loss Insurance for the Human Resources Department; and providing an effective date (RFP 8919).

ASSIGNED ORDINANCE NO. 26-0240

- J. ID 26-0241 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds and authorizing the City Manager to execute a contract with United Healthcare Insurance Company, for Health Individual and Aggregate Stop Loss Insurance for the Human Resources Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8339 - for the one (1) year not-to-exceed amount of \$5,811,278.00).

ASSIGNED ORDINANCE NO. 26-0241

- K. ID 26-0242 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with A & C Construction, Inc., for the construction of the McKinney Sidewalk Audra to Loop 288 project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8790 - awarded to A & C Construction, Inc., in the not-to-exceed amount of \$1,192,800.00).

ASSIGNED ORDINANCE NO. 26-0242

- L. ID 26-0243 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to approve a pre-qualified professional services list of state-certified real estate appraisers for various City projects within the City of Denton for the Real Estate Department; and providing an effective date (RFQ 8955 - for a three (3) year term).

ASSIGNED ORDINANCE NO. 26-0243

ITEM PULLED FOR INDIVIDUAL CLARIFICATION

- E. ID 26-0189 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute an Educational Experience agreement between the City of Denton and Texas Women's University (TWU) to provide facilities and opportunities at the Denton Senior Center to TWU students to support their acquisition of skills and knowledge related to their

chosen field of study or occupation; authorizing the City Manager to perform all obligations of the City under the agreement and providing an effective date.

ASSIGNED ORDINANCE NO. 26-0189

The item was pulled for Individual Consideration by Mayor Pro Tem Rumohr.

Mayor Pro Tem Rumohr recused herself from voting on this item due to a conflict of interest and appointed Council Member Holland to facilitate the motion and vote on this item in her absence.

Mayor Pro Tem Rumohr left the Council Chambers.

There were no online eComments received on this item.

The item was presented, and no discussion followed.

There were no in-person citizen comments.

Following discussion, Council Member Jester moved to adopt the item as presented. Motion seconded by Council Member Beck.

Motion carried.

AYES (4): Council Members Beck, Byrd, Holland, and Jester

NAYS (0): None

RECUSED (1): Mayor Pro Tem Rumohr

ABSENT (2): Mayor Hudspeth and Council Member McGee

4. PUBLIC HEARINGS

A. DCC25-0007 Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a request for a Certificate of Design Consistency for a new two-story addition above the eastern portion of the structure facing S Austin Street and including modifications to the western and northern facades of the third floor of the existing structure facing S Locust Street and E Hickory Street at 101 S Locust Street, which is within the Denton Square Overlay Zoning District, and legally described as Parcels 1 and 2 of Block 8 of the Original Town of Denton, in the City of Denton, Denton County, Texas; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing for severability, and establishing an effective date. (DCC25-0007, Wells Fargo Addition and Modifications, Cameron Robertson)

ASSIGNED ORDINANCE NO. DCC25-0007

There were no online eComments received on this item.

The item was presented and discussion followed.

The Mayor Pro Tem opened the public hearing.

In-person citizen comments received are noted on Exhibit A.

The Mayor Pro Tem closed the public hearing.

Following discussion, Council Member Holland moved to adopt the item as presented. Motion seconded by Council Member Jester.

Motion carried.

AYES (4): Mayor Pro Tem Rumohr and Council Members Byrd, Holland and Jester

NAYS (1): Council Member Beck

ABSENT (2): Mayor Hudspeth and Council Member McGee

- B. S25-0014a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding a request for a Specific Use Permit (SUP) to allow for an Outdoor Storage use on approximately 4.95 acres of land, approximately located on the west side of Interstate Highway 35 West, 287 feet north of Metro Street and legally described as Lot 4, Block A Lattimore Industrial Park in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing for severability; and establishing an effective date. The Planning and Zoning Commission voted (7-0) to recommend approval. Motion for approval by Commissioner McDuff and second by Commissioner Riggs. (S25-0014a, Bryce Van Arsdale)

ASSIGNED ORDINANCE NO. S25-0014a

There were no online eComments received on this item.

The item was presented and no discussion followed.

The Mayor Pro Tem opened the public hearing.

There were no in-person citizen comments.

The Mayor Pro Tem closed the public hearing.

Council Member Beck moved to adopt the item as presented. Motion seconded by Council Member Byrd.

Motion carried.

AYES (5): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, and Jester

NAYS (0): None

ABSENT (2): Mayor Hudspeth and Council Member McGee

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. HL25-0004a Consider approval of a resolution of the City of Denton approving an application for a partial tax exemption of designated historic sites, in accordance with Chapter 10, Article VI, Sections 10-126 through 10-129 of the Denton Municipal Code of Ordinances, for a Local Historic Landmark located at 3316 Roselawn Drive, located on the northeast corner of the intersection of Roselawn Drive and Roselawn Circle; providing for severability; and providing an effective date. The Historic Landmark Commission recommends a favorable determination (7-0). (HL25-0004a, 3316 Roselawn Drive - Tax Exemption, Cameron Robertson)

ASSIGNED ORDINANCE NO. HLN25-0004a

There were no online eComments received on this item.

The item was presented and no discussion followed.

There were no in-person citizen comments.

Council Member Beck moved to adopt the item as presented. Motion seconded by Council Member Byrd.

Motion carried.

AYES (5): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, and Jester

NAYS (0): None

ABSENT (2): Mayor Hudspeth and Council Member McGee

- B. OPA25-0001 Consider adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute an Interlocal Agreement with Ponder Farms Municipal Utility District of Denton County for the oversizing costs related to the design and construction of a thirty (30") inch water line for Denton Water Utilities; providing for the expenditure of funds therefore in an amount not-to-exceed \$2,261,212; and providing an effective date.

ASSIGNED ORDINANCE NO. OPA25-0001

There were no online eComments received on this item.

The item was presented and no discussion followed.

There were no in-person citizen comments.

Council Member Jester moved to adopt the item as presented. Motion seconded by Council Member Beck.

Motion carried.

AYES (5): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, and Jester

NAYS (0): None

ABSENT (2): Mayor Hudspeth and Council Member McGee

- C. ID 26-0238 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Construction Manager at Risk contract with Sundt Construction, Inc., for construction phase services for the Pecan Creek Water Reclamation Plant Expansion Project for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8289 - awarded to Sundt Construction, Inc., including the first Guaranteed Maximum Price in the partial not-to-exceed amount of \$92,321,565.00). The Public Utilities Board recommends approval (6-0).

ASSIGNED ORDINANCE NO. 26-0238

There were no online eComments received on this item.

The item was presented and discussion followed.

There were no in-person citizen comments.

Following discussion, Council Member Beck moved to adopt the item as presented. Motion seconded by Council Member Jester.

Motion carried.

AYES (5): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, and Jester

NAYS (0): None

ABSENT (2): Mayor Hudspeth and Council Member McGee

- D. ID 26-2430 Consider adoption of an ordinance of the City of Denton approving a Joint Election Agreement and Contract for Election Services with Denton County for joint election services for the May 2, 2026 Denton General Municipal Election being held for the purpose of electing Council Members to Places 5 and 6 and electing a Mayor to Place 7, and a Special Election for the purpose of electing Council Members to fill a vacancy for the unexpired term ending in May 2027 in District 1 and District 2; and providing an effective date.

ASSIGNED ORDINANCE NO. 26-2430

There were no online eComments received on this item.

The item was presented and discussion followed.

There were no in-person citizen comments.

Following discussion, Council Member Holland moved to adopt the item as presented and to approve the staff's proposed 11 Early Voting and 10 Election Day polling locations. Motion seconded by Council Member Beck.

Motion carried.

AYES (5): Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, and Jester

NAYS (0): None

ABSENT (2): Mayor Hudspeth and Council Member McGee

6. CONCLUDING ITEMS

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 8:10 p.m.

SUZI RUMOHR
MAYOR PRO TEM
CITY OF DENTON, TEXAS

INGRID REX
CITY SECRETARY
CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

EXHIBIT A - March 3, 2026 City Council Regular Meeting

**Speaker Commentaries/Registrations
Online, Email, Phone**

| Name | Address | City | Agenda Item | Position | Method | Comments |
|-------------------|-----------------------|------------------|--------------------|-----------------|---------------|---|
| Jennifer Lane | 1526 Willowood St | Denton, 76205 | Open Mic | n/a | In-Person | Comments related to Boards & Commissions |
| Danna Zoltner | 610 Emery | Denton, 76201 | Open Mic | n/a | In-Person | Comments related to ADU (Accessory Dwelling Unit) Ordinance |
| Manuel Villarreal | 712 S. Elm St., #1105 | Denton, 76201 | Open Mic | n/a | In-Person | Comments related to Landlord/Tenant and Tx Fair Debt Collection Practices Act |
| Boris Munoz | 3809 Arroyo Trl | Denton, 76208 | DCC25-0007 | Support | In-Person | Applicant representative gave presentation in support |
| Jonathan King | 2916 Frontier Dr | Denton, 76210 | DCC25-0007 | Support | In-Person | Applicant gave comments in support |
| James Sawyer | 2119 Kayewood Dr | Denton, 76209 | DCC25-0007 | Support | In-Person | Spoke in support |
| James Van Pelt | 1610 Anna St | Denton, 76201 | DCC25-0007 | Support | In-Person | Spoke in support |
| Grace Smith | 1705 Cordell St | Denton, 76201 | DCC25-0007 | Support | In-Person | Spoke in support |
| Bobbie Baldwin | 2500 Lazy Dog Ln | Northlake, 76247 | DCC25-0007 | Oppose | In-Person | Spoke in opposition |
| Dylan Clark | 311 El Paseo St | Denton, 76205 | DCC25-0007 | Support | In-Person | Spoke in support |
| Preston Klay Dodd | 2730 Catoosa Ln | Corinth, 76210 | DCC25-0007 | Support | In-Person | Spoke in support |
| Christiana Davis | 3417 Glen Crest Ln | Denton, 76208 | DCC25-0007 | Support | In-Person | Spoke in support |
| Brett Bachmann | 2201 E Lamar Blvd | Arlington, 76006 | S25-0014a | n/a | In-Person | Applicant representative available for questions - Did not speak |

BOARDS & COMMISSIONS - NOMINATIONS
March 3, 2026 (EXHIBIT B)

| BOARD/COMMITTEE/COMMISSION | COUNCIL PLACE | NOMINATING CCM | NOMINEE | PRESENT TERM | NEW TERM | STATUS & QUALIFICATION OR PREFERENCE, IF ANY |
|--|----------------------|-------------------------|-----------------------|---------------------|--|---|
| Tax Increment Reinvestment Zone No. 2 (Westpark) | N/A | CC nominating committee | Lucy Ana Hedari | NEW | 1st term: Oct 1, 2024 - Sept 30, 2026 | Top 20 Taxpayer |
| Tax Increment Reinvestment Zone No. 2 (Westpark) | N/A | CC nominating committee | Brian Danhof | 1 | 2nd term: Oct 1, 2025 - Sept 30, 2027 | Top 20 Taxpayer |
| Tax Increment Reinvestment Zone No. 2 (Westpark) | N/A | CC nominating committee | Aimee Bissett | 1 | 2nd term: Oct 1, 2025 - Sept 30, 2027 | Denton Chamber of Commerce Board Rep. |
| Tax Increment Reinvestment Zone No. 2 (Westpark) | N/A | CC nominating committee | Clyde Rick Woolfolk | 1 | 2nd term: Oct 1, 2025 - Sept 30, 2027 | Aviation |
| Tax Increment Reinvestment Zone No. 2 (Westpark) | N/A | CC nominating committee | Kerry Goree | 2 | 3rd term: Oct 1, 2025 - Sept 30, 2027 | Black Chamber of Commerce |
| Tax Increment Reinvestment Zone No. 2 (Westpark) | N/A | City Council | Kimberly Garza Turner | NEW | N/A | UNT President/Designee |



AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental Agreement No. 1 to the Standard Utility Agreement (“Agreement”) by and between the City of Denton and the Texas Department of Transportation (“TxDOT”), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and/or relocation of wastewater utilities along I-35E from Mayhill to Loop 288 more specifically called the I-35E/Mayhill Utility Relocations Project (Utility ID No. U00011546) for wastewater relocation efforts, within the County and City of Denton, Texas; providing for the expenditure of funds not to exceed an increase of One Hundred Sixty-Two Thousand, Eight Hundred Fifteen and 90/100 dollars (\$162,815.90) therefore; and providing an effective date. The Public Utility Board approves (5-0).

STRATEGIC ALIGNMENT

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

BACKGROUND

In preparation of the I-35E widening project, the City is responsible for relocating the city owned utilities outside of the newly acquired TxDOT right-of-way. In November 2022, the City and TxDOT entered into an agreement for the water and wastewater utilities to be relocated for the section I-35E/Mayhill section of the project.

Upon completion of the project and an accounting of all costs associated with the relocation efforts, a supplemental agreement is needed by TxDOT to increase the estimated reimbursement amount from \$1,624,824.40 to \$1,787,640.30.

RECOMMENDATION

Staff recommends approval of the Ordinance.

ESTIMATED SCHEDULE OF PROJECT

The City’s I-35/Mayhill Utility Relocation Project was completed in March 2024.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Nov. 15, 2022, the City authorized the Standard Utility Agreement with TxDOT approving reimbursements in the amount of \$1,624,824.40 (Ordinance No. 22-2391).

FISCAL INFORMATION

The City's financial obligation of \$1,787,640.30 for the construction of I35/Mayhill Utilities Relocation Project was approved on November 1, 2022 (Ordinance 22-2194). The funding was provided from account 640420541.1365.40100 (WW Project Funding). Reimbursements will be deposited into account 4440.4642.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Agreement
Exhibit 3 – Original Standard Utility Agreement

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information regarding this ordinance, contact: Kristine Stewart, PMP at 940-349-8537.

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

ORDINANCE NO. 26-

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SUPPLEMENTAL AGREEMENT NO. 1 TO THE STANDARD UTILITY AGREEMENT (“AGREEMENT”) BY AND BETWEEN THE CITY OF DENTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”), FOR THE REIMBURSEMENT OF DESIGN, PROPERTY ACQUISITION AND RELATED SERVICES, CONSTRUCTION, INSPECTION, PROJECT MANAGEMENT, AND OTHER DIRECT COSTS ASSOCIATED WITH THE ADJUSTMENT, REMOVAL, AND/OR RELOCATION OF WASTEWATER UTILITIES ALONG I-35E FROM MAYHILL TO LOOP 288 MORE SPECIFICALLY CALLED THE I-35E/MAYHILL UTILITY RELOCATIONS PROJECT (UTILITY ID NO. U00011546) FOR WASTEWATER RELOCATION EFFORTS, WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; PROVIDING FOR THE EXPENDITURE OF FUNDS NOT TO EXCEED AN INCREASE OF ONE HUNDRED SIXTY-TWO THOUSAND, EIGHT HUNDRED FIFTEEN AND 90/100 DOLLARS (\$ 162,815.90) THEREFORE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2022 City Council authorized Ordinance No. 22-2391 for the approval and execution of the Standard Utility Agreement for wastewater utility relocations on project U00011546 in the amount of \$1,624,824.40 and executed the related agreement on January 18, 2023; and

WHEREAS, the Agreement will increase the reimbursement available to the City by an additional \$162,815.90 for all eligible costs associated with the City’s I-35E/Mayhill Utility Relocation Project between Mayhill and Loop 288 (the “Project”) for a total reimbursement of \$1,787,640.30; and

WHEREAS, the City Council having considered the importance of the Project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreement;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager, or designee, is hereby authorized to execute on behalf of the City; Supplemental Agreement No. 1 to the Standard Utility Agreement No. U00011546 for wastewater utilities relocations, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or designee, is hereby authorized to expend funds in an amount not to exceed ONE HUNDRED SIXTY-TWO THOUSAND, EIGHT HUNDRED FIFTEEN AND 90/100 DOLLARS (\$162,815.90) for Utility ID No. U00011546

SECTION 4. The City Manager is further authorized to carry out all duties and agreements to be performed by the City under the Agreement.

SECTION 5. The City Manager, or designee, is the City’s designated, authorized official, with the power to authorize, accept, reject, alter or terminate the Agreement on behalf of the City and act on behalf of the City of Denton in all matters related to the Agreement and any subsequent agreements that may result.

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 _____. 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: | _____ | _____ | _____ | _____ |
| 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

 Scott Bray
Deputy City Attorney



Standard Utility Agreement Supplemental Agreement No. 1 to U Number N/A Utility ID U00011546

District: Dallas
ROW Project ID: R00006793
ROW CSJ: 0196-01-114
Construction CSJ: 0196-01-106
Proposed Highway Project Letting Date: 09/01/2023

County: Denton
Highway: IH 35E
From: South of Mayhill
To: South of SL 288

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Denton ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on January 18, 2023 concerning the adjustment, relocation, or removal of certain of the **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: update city labor rates, update easement costs, and add temporary project signage, mobilization, site preparation, storm water pollution prevention devices and removal (cost estimate lines 1 through 5), which is more specifically shown in **Utility's** plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is increased or decreased to a total of \$1,787,640.30 , or no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Initial Date
TxDOT

Initial Date
Utility

UTILITY

Utility: City of Denton

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Dallas District

| |
|---|
| <p style="text-align: center;">THE STATE OF TEXAS</p> <p>Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.</p> <p>By: _____ District Engineer (or designee)</p> <p>Date: _____</p> |
|---|

Initial Date
TxDOT

Initial Date
Utility

Attachment "A" Plans, Specifications, and Estimated Costs

Not Applicable

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:
 - 1) Form 1818 - Material Statement
 - 2) Material Test Reports or Certifications

Initial Date
TxDOT

Initial Date
Utility

Attachment “A” (Continued) Plans, Specifications, and Estimated Costs

Not Applicable

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

(1) *Articles, materials, or supplies that have been:*

(i) *Processed into a specific form and shape; or*

(ii) *Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.*

(2) *If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.*

Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

Signature

Title

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

PROJECT COST SUMMARY - SUA U00011546

| WASTEWATER CONSTRUCTION - SUA | | | | | | SA#1 | | | |
|---|---|----------|------|--------------|---------------------------|---|-----------------|------------------------|----------------------|
| BID ITEM | Description of work | BID QTY | UOM | Unit Price | Extended Price | QTY | Unit Price | Extended Price | Cost Difference |
| 1 | TEMPORARY PROJECT SIGN (12% OF 8K) | | | | | 12% | \$ 8,000.00 | \$ 960.00 | \$ 960.00 |
| 2 | MOBILIZATION (12% OF 1M) | | | | | 12% | \$ 1,000,000.00 | \$ 120,000.00 | \$ 120,000.00 |
| 3 | SITE PREPARATION (12% OF 90k) | | | | | 12% | \$ 90,000.00 | \$ 10,800.00 | \$ 10,800.00 |
| 4 | STORM WATER POLLUTION PREVENTION DEVICE (12% OF 50K) | | | | | 12% | \$ 50,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 5 | REMOVE STORM WATER POLLUTION PREVENTION DEVICE (12% OF 7K) | | | | | 12% | \$ 7,000.00 | \$ 840.00 | \$ 840.00 |
| 73 | 3314.222 - 20" HDPE Pressure Pipe, Water (Purple in Color) | 331 | LF | \$ 540.00 | \$ 178,740.00 | 331 | \$ 540.00 | \$ 178,740.00 | \$ - |
| 74 | 3305.110 - 20" HDPE Water Carrier Pipe | 595 | LF | \$ 180.00 | \$ 107,100.00 | 595 | \$ 180.00 | \$ 107,100.00 | \$ - |
| 75 | 3305.040 - 48" Casing or Tunnel Liner Plate by Other Than Open Cut* | 595 | LF | \$ 1,600.00 | \$ 952,000.00 | 595 | \$ 1,600.00 | \$ 952,000.00 | \$ - |
| 76 | 3314.3xx - 18" Gate Valve* | 1 | EA | \$ 75,000.00 | \$ 75,000.00 | 1 | \$ 75,000.00 | \$ 75,000.00 | \$ - |
| 77 | 3314.395 - 18" Water Main Connection with Shutdown | 2 | EA | \$ 20,000.00 | \$ 40,000.00 | 2 | \$ 20,000.00 | \$ 40,000.00 | \$ - |
| 78 | 3305.021 - Trench Safety | 331 | LF | \$ 1.00 | \$ 331.00 | 331 | \$ 1.00 | \$ 331.00 | \$ - |
| 79 | 3293.016 - Seeding | 519 | SY | \$ 1.00 | \$ 519.00 | 519 | \$ 1.00 | \$ 519.00 | \$ - |
| 80 | 3216.005 - 4" Concrete Sidewalk* | 161 | SY | \$ 130.00 | \$ 20,930.00 | 161 | \$ 130.00 | \$ 20,930.00 | \$ - |
| 81 | 3201.013 - Concrete Paving Repair for Utility Trench* | 93 | SY | \$ 200.00 | \$ 18,600.00 | 93 | \$ 200.00 | \$ 18,600.00 | \$ - |
| 82 | 3301.059 - Manhole Adjustment, Major | 1 | EA | \$ 4,000.00 | \$ 4,000.00 | 1 | \$ 4,000.00 | \$ 4,000.00 | \$ - |
| 83 | 3305.145 - Concrete Collar* | 1 | EA | \$ 2,000.00 | \$ 2,000.00 | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ - |
| 84 | 3305.126 - 4' Concrete Manhole* | 1 | EA | \$ 30,000.00 | \$ 30,000.00 | 1 | \$ 30,000.00 | \$ 30,000.00 | \$ - |
| | | | | | CONSTRUCTION TOTAL | | | \$ 1,567,820.00 | |
| 85 | 0241.036 - Remove 18" Utility Line | 238 | LF | \$ 110.00 | \$ 26,180.00 | 238 | \$ 110.00 | \$ 26,180.00 | \$ - |
| 86 | 0241.017 - Grout Fill 18" Utility Line | 637 | LF | \$ 37.00 | \$ 23,569.00 | 637 | \$ 37.00 | \$ 23,569.00 | \$ - |
| 87 | 0241.062 - Remove 18" Water Valve | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 1 | \$ 1,000.00 | \$ 1,000.00 | \$ - |
| 88 | 0241.053 - Utility Line Plugging (Sanitary Sewer) | 3 | EA | \$ 4,000.00 | \$ 12,000.00 | 3 | \$ 4,000.00 | \$ 12,000.00 | \$ - |
| 89 | 0241.011 - Grout Fill 8" Utility Line (Sanitary Sewer) | 554 | EA | \$ 17.00 | \$ 9,418.00 | 554 | \$ 17.00 | \$ 9,418.00 | \$ - |
| 90 | 0241.013 - Grout Fill 12" Utility Line (Sanitary Sewer) | 151 | EA | \$ 20.00 | \$ 3,020.00 | 151 | \$ 20.00 | \$ 3,020.00 | \$ - |
| 91 | 0241.050 - Remove 4' Utility Manhole | 2 | EA | \$ 2,800.00 | \$ 5,600.00 | 2 | \$ 2,800.00 | \$ 5,600.00 | \$ - |
| | | | | | ABANDONMENT TOTAL | | | \$ 80,787.00 | |
| 92 | Materials On Hand: | | | | \$ - | 0 | \$ - | \$ - | \$ - |
| TOTAL CONSTRUCTION AND ABANDONMENT | | | | | \$ 1,510,007.00 | TOTAL CONSTRUCTION AND ABANDONMENT | | \$ 1,648,607.00 | \$ - |
| ENGINEERING AND ROW ACQUISITION SERVICES | | | | | | | | | |
| Engineering Contract | | | | | \$ 61,000.00 | | | \$ 61,000.00 | \$ - |
| TOTAL ENGINEERING AND ROW ACQUISITION SERVICES | | | | | \$ 61,000.00 | TOTAL ENGINEERING | | \$ 61,000.00 | \$ - |
| EASEMENT COSTS | | | | | | | | | |
| Easement Costs (Parcel #85) | | | | | \$ 17,102.40 | | | \$ 27,500.00 | \$ 10,397.60 |
| Closing Costs and Title Fees | | | | | \$ - | | | \$ 1,043.40 | \$ 1,043.40 |
| Property Acquisition Consultant Services | | | | | \$ 27,700.00 | | | \$ 27,700.00 | \$ - |
| TOTAL EASEMENT COSTS | | | | | \$ 44,802.40 | TOTAL EASEMENT COSTS | | \$ 56,243.40 | \$ 11,441.00 |
| CITY STAFF LABOR | | | | | | | | | |
| City Staff Labor | | Quantity | Unit | Unit Cost | Estimated Costs | Hours | Rate | Extended Price | |
| Engineer | | 40 | HRS | \$ 50.00 | \$ 2,000.00 | 0 | \$ 50.00 | \$ - | \$ (2,000.00) |
| Admin | | 15 | HRS | \$ 35.00 | \$ 525.00 | 55 | \$ 47.00 | \$ 2,585.00 | \$ 2,060.00 |
| Inspector | | 200 | HRS | \$ 30.00 | \$ 6,000.00 | 0 | \$ 30.00 | \$ - | \$ (6,000.00) |
| Supervisor | | 7 | HRS | \$ 70.00 | \$ 490.00 | 220 | \$ 58.00 | \$ 12,760.00 | \$ 12,270.00 |
| Labor Burden (42%) | | | | | \$ - | | 42% | \$ 6,444.90 | \$ 6,444.90 |
| TOTAL CITY STAFF LABOR | | | | | \$ 9,015.00 | TOTAL CITY STAFF LABOR | | \$ 21,789.90 | \$ 12,774.90 |
| TOTAL ESTIMATED PROJECT COSTS | | | | | \$ 1,624,824.40 | | | \$ 1,787,640.30 | \$ 162,815.90 |
| BETTERMENT RATIO OF 0% | | | | | \$ - | | | | |
| ESTIMATED UTILITY REIMBURSEMENT | | | | | \$ 1,624,824.40 | | | | |
| REIMBURSEMENT REQUESTED TO DATE: | | | | | \$ 1,444,056.84 | | | | |
| ESTIMATED AMOUNT REMAINING: | | | | | \$ 180,767.56 | | | | |

Attachment “B” Accounting Method

Not Applicable

Actual Cost Method of Accounting

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
TxDOT

Initial Date
Utility

Attachment "C" Schedule of Work

Not Applicable

Estimated Start Date (mm/dd/yyyy): _____, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): _____

Estimated Completion Date (mm/dd/yyyy): _____

Initial Date
TxDOT

Initial Date
Utility

Attachment "D" Statement Covering Contract Work

Not Applicable

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use third party contractors to perform the adjustment and complete the attached ROW-U-48 with ROW-U-48-1 (joint bid), if appropriate. (verification of continuing contract rate sheets or copy of bid tabulation will be required at the time of billing)

Engineering Contract:

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use a consultant contract (verification of fee schedule is required).
- TxDOT will procure a utility engineering consultant.

Initial Date
TxDOT

Initial Date
Utility

Attachment “E” Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

Not Applicable

- Utility Joint Use Agreement (ROW–U–JUA)
 - Plans with joint use area highlighted are included.
- RULIS Permit Number:
The utility should obtain an approved permit before the start of construction inside of the highway right of way.
- Quitclaim will be submitted at the Final Billing

Initial Date
TxDOT

Initial Date
Utility

Attachment "F" Eligibility Ratio

Not Applicable

Eligibility Ratio established: _____ %

- Non-interstate Highway (Calculations attached)
- Interstate Highway
- Toll Road (Minimum of 50%)
- SP2125 Approved Application (100%)
Minute Order #: _____
- Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility

Attachment "G" Betterment Calculation and Estimate

Not Applicable

- Elective Betterment Ratio established: _____ %
 - Calculation is attached and the justification is included below
 - A betterment and an in-kind estimate are included

- Forced Betterment
 - To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
 - To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
 - Due to proposed roadway design. (Provide explanation below)

- Not Applicable

A statement explaining Elective and/or Forced Betterment:

Initial Date
TxDOT

Initial Date
Utility

Attachment “H” Proof of Property Interest

Not Applicable

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest is documented through applicable affidavits and required attachments.

ROW-U-Affidavit (See ROW Utilities Manual, Chapter 9, Section 3)

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation for compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

SP2125

Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility



4777 US HIGHWAY 80 EAST, MESQUITE, TX 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

January 13, 2023

Mrs. Sara Hensley, City Manager
City of Denton
216 E. McKinney St
Denton, TX 76201

RE: Approved Standard Utility Agreement – UID: U00011546
City of Denton
IH 35E From: South of Mayhill to: South of SL 288
RCSJ: 0196-01-114 / CCSJ: 0196-01-106
Federal Project Number: N/A
Denton County

Dear Mr. Hull,

The Texas Department of Transportation is pleased to forward a fully executed copy of the approved Standard Utility Agreement for the above referenced utility relocation project. The Agreement assembly consists of the following:

1. Standard Utility Agreement (Form ROW-U-35)
2. Plans, Specifications, and Estimated Costs (Attachment "A")
3. Accounting Method (Attachment "B")
4. Schedule of Work (Attachment "C")
5. Statement Covering Contract Work (Attachment "D")
6. Utility Joint Use Agreement (Form ROW-U-JUA) (Attachment "E")
7. Eligibility Ratio (Attachment "F")
8. Betterment Calculation and Estimate (Attachment "G")
9. Proof of Property Interest (Attachment "H")

Also attached are the specifications for utility construction including: General Utility Installations, Aerial Installations, Underground Power Line Installations, Trench Excavation and Pit Location, Construction of Highway Crossing by Bore, Construction of Highway Crossing by Tunnel, Backfill Specifications, "Buy America" guidelines, and a copy of Form 1818.

Planned construction on the above project requires that utilities, "In Conflict", be relocated or adjusted. Install 1 manhole at Brinker Road at IH 35 Sta 1804+13. Reclaimed Water Line: Install approximately 31 LF of 20" HDPE water line, and 595 LF of 48" steel casing with carrier pipe crossing IH 35 at IH 35 Sta 1760+93. Approximately 238 LF of 18" reclaimed water line to be removed. Approximately 637 LF of 18" reclaimed water line and 554 LF of 8" sanitary sewer and 151 of 12" sanitary sewer to be abandoned by grout fill. Facilities will be uniformly aligned and installed in accordance with the Utility Accommodation Rules.

City of Denton has submitted a calculated total estimated cost for this adjustment of \$1,510,007.00. There is no elective betterment associated with this plan of adjustment. There is no elective betterment or declared salvage credit associated with this plan of adjustment.

This adjustment is eligible for state cost participation in accordance with the provisions of 23 CFR 645 A. The eligibility ratio is 100% of eligible costs for the relocation of Utilities on Federal Aid Interstate projects. "Buy America" items have been identified within this agreement.

All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based on the costs of actual work performed.

Subject to Texas Transportation Code Section 203.094, TxDOT may reduce reimbursement to the utility by 10 percent for each 30-day period or portion of a 30-day period by which the relocation exceeds the limit specified in the agreement.

Billing submittals to TxDOT must have a cover letter that includes the following information to facilitate expeditious processing of payments due:

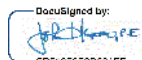
1. Highway Name – RCSJ XXXX XX XXX – Utility Name (U# and/or Utility ID#)
2. Starting and Ending Dates of Construction
3. If applicable, "Buy America" Certification must be notarized and submitted on Material Statement (Form 1818).
4. The Street Address where all records pertaining to this job can be accessed for audit. These records must be maintained for a 3-year minimum from the date of completion.
5. The Utility's 11 Digit Texas Taxpayer Number and 3 Digit Mail Code
6. If applicable, a copy of all Bid Tabulations received.
7. Final or partial invoices must include a detailed itemized billing submittal consistent with the same format as the original estimate. Supporting documentation is also required. If billing submittal deviates significantly from the approved estimate, an explanation will be needed.

The TxDOT Area Engineer (AE) is Travis Campbell, P.E., at the Denton County Area Office. The Area Engineer will be certifying that work was done in accordance with these plans and specifications, and that materials specified, or equivalent have been used. Attention should be paid to backfill, cleanup requirements, and erosion control. These must be accomplished to the satisfaction of the Project Engineer.

The Area Office Utility Coordinator must be notified to arrange a pre-construction meeting 5 working days prior to starting construction. The agenda for this meeting shall include the following: a) Construction Safety, b) Traffic Control Plan, c) Scheduled Project Starting and Completion Dates, and d) Prior to installation, all "Buy America" compliant items must be shown on the Material Statement (Form 1818) with each item's supporting documentation included. The Utility Coordinator for this Area Office is Len Chapman (940) 383-1414.

Questions regarding this adjustment may be directed to Jason Lloyd at (214) 320-6623.


Sincerely,


DocuSigned by:
John Hudspeth, P.E.

John Hudspeth, P.E.


Deputy District Engineer, Dallas District

Attachments

cc: Jeremy Miller 

Darla Payberah, P.E. 

Luis G. Nieto, M.B.A., M.S.C.E., P.E., C.F.M. 

Travis Campbell, P.E. 
Area Office Engineer



Form ROW-U-35
(Rev. 10/20)
Page 1

STANDARD UTILITY AGREEMENT

U Number: N/A Utility ID: U00011546

District: Dallas
Federal Project No.: TBD
ROW CSJ: 0196-01-114
Highway Project Letting Date: 09/01/2023

County: Denton
Highway: IH 35E
From: South of Mayhill
To: South of SL 288

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Denton, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work:

- Sanitary Sewer Line: Install 1 manhole at Brinker Road at IH 35 Sta 1804+13.
- Reclaimed Water Line: Install approximately 331 LF of 20" HDPE water line, and 595 LF of 48" steel casing with carrier pipe crossing IH 35 at IH 35 Sta 1760+93.
- Approximately 238 LF of 18" reclaimed water line to be removed.
- Approximately 637 LF of 18" reclaimed water line and 554 LF of 8" sanitary sewer and 151 of 12" sanitary sewer to be abandoned by grout fill; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.


WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.



Date
TxDOT



Initial
Utility



Date

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The Utility shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the Utility becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the State withholding reimbursement for the costs incurred by the Utility in the adjustment, removal, and relocation of the Utility's facilities; and (3) removal and replacement of the non-compliant products.

The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the State, or may, with the State's approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. Bills for work hereunder are to be submitted to the State not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the State will make intermediate payments at not less than monthly intervals to the Utility when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The State will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for State reimbursement.


Alternatively, the State agrees to pay the Utility an agreed lump sum of \$ N/A as supported by the attached estimated costs. The State will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the Utility in the agreed amount.

Upon execution of this agreement by both parties hereto, the State will, by written notice, authorize the Utility to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the State or any other party with the Utility's ability to proceed with the work, or any other event in which the Utility has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the Utility.

This agreement in its entirety consists of the following elements:


Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");



 Date 1/17/2023

 TxDOT



 Initial Date 12/7/22

 Utility

- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratio (Attachment "F");
- Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment "H").


All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.


This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.


 DP
 Initial _____ Date 1/17/2023
 TxDOT


 Initial _____ Date 12/7/22
 Utility

Form ROW-U-35
(Rev. 10/20)
Page 4

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Denton Wastewater
Name of Utility

By: 
Authorized Signature

Sara Hensley
Print or Type Name

Title: City Manager

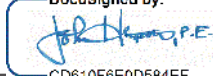
Date: 12/7/22

EXECUTION RECOMMENDED:


DocuSigned by:
 12/7/2023
04C4FD5FAADC42F...
Director of TP&D (or designee), Dallas District


THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:  P.E.
CD610F6E0D584EF...
District Engineer (or designee)

Date: 1/18/2023


 1/17/2023
Date
TxDOT


 12/7/22
Initial Date
Utility

Attachment "A" Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:
 - 1) Form 1818 - Material Statement
 - 2) Material Test Reports or Certifications

 1/17/2023
Initial Date
TxDOT

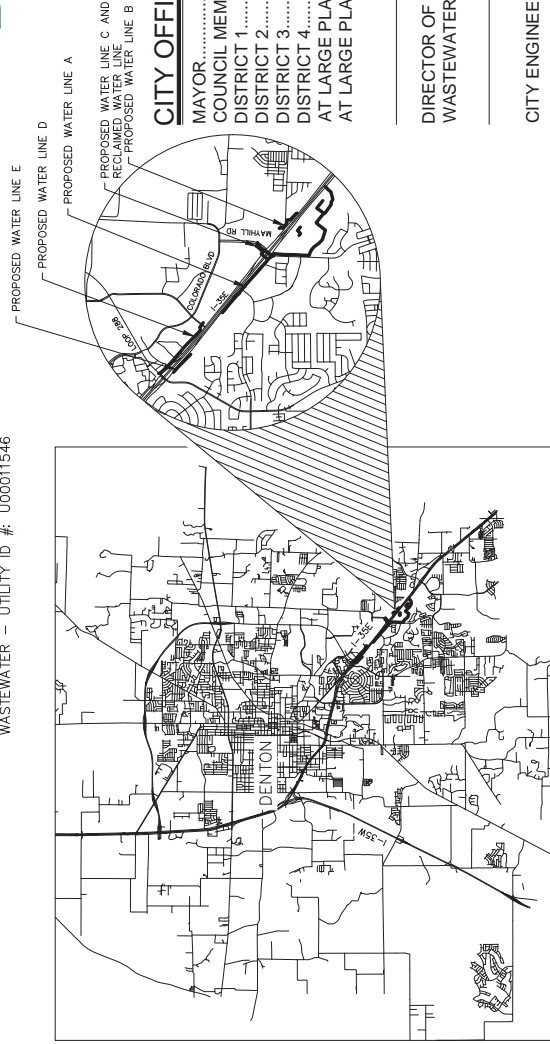
 12/7/22
Initial Date
Utility

THE CITY OF DENTON, TEXAS PLANS FOR THE:

IH-35E MAYHILL UTILITY RELOCATIONS

IFB #7968-001

TxDOT Project CCSJ 0196-01-109 & ROW CSJ 0196-01-114
WATER - UTILITY ID #: U00008008
WASTEWATER - UTILITY ID #: U00011546



Location Map
N.T.S.

SHEET INDEX:

- 2 - GENERAL NOTES
- 3 - PROJECT CONTROL AND BENCHMARKS (SHEET 1 OF 2)
- 4 - PROPOSED UTILITY ALIGNMENT (SHEET 1 OF 2)
- 5 - PROPOSED UTILITY ALIGNMENT (SHEET 2 OF 2)
- 6 - PROPOSED 24-INCH WATER LINE A STA 0+00 TO 1+00
- 7 - PROPOSED 24 & 20-INCH WATER LINE A STA 1+00 TO 2+00
- 8 - PROPOSED 24 & 20-INCH WATER LINE A STA 2+00 TO 3+00
- 9 - PROPOSED 20-INCH WATER LINE A STA 3+00 TO 4+00
- 10 - PROPOSED 20-INCH WATER LINE A STA 4+00 TO 5+00
- 11 - PROPOSED 20-INCH WATER LINE A STA 5+00 TO 6+00
- 12 - PROPOSED 20-INCH WATER LINE A STA 6+00 TO 7+00
- 13 - PROPOSED 20-INCH WATER LINE A STA 7+00 TO 8+00
- 14 - PROPOSED 20-INCH WATER LINE A STA 8+00 TO 9+00
- 15 - PROPOSED 20-INCH WATER LINE A STA 9+00 TO 10+00
- 16 - PROPOSED 20-INCH WATER LINE A STA 10+00 TO 11+00
- 17 - PROPOSED 6 & 8-INCH WATER LINE A2&3
- 18 - PROPOSED 8-INCH WATER LINE B STA 0+00 TO 9+00
- 19 - PROPOSED 8-INCH WATER LINE B STA 9+00 TO 10+00
- 20 - PROPOSED WATER LINE B1 WATER SERVICE RECONNECTION
- 21 - PROPOSED 12-INCH WATER LINE C STA 6+00 TO 10+00
- 22 - PROPOSED 8 & 12-INCH WATER LINE D STA 0+00 TO 10+00
- 23 - PROPOSED 8-INCH WATER LINE D STA 10+00 TO 20+00
- 24 - PROPOSED 8-INCH WATER LINE D STA 20+00 TO 30+00
- 25 - PROPOSED 24-INCH WATER LINE E STA 6+00 TO 10+00
- 26 - PROPOSED 24-INCH WATER LINE E STA 10+00 TO 20+00
- 27 - PROPOSED 24-INCH WATER LINE E STA 20+00 TO 30+00
- 28 - PROPOSED 20-INCH RECLAIMED WATER LINE STA 0+00 TO 10+00
- 29 - CITY STANDARD DETAILS 2
- 30 - CITY STANDARD DETAILS 3
- 31 - CITY STANDARD DETAILS 4
- 32 - CITY STANDARD DETAILS 5
- 33 - CITY STANDARD DETAILS 6
- 34 - CITY STANDARD DETAILS 7
- 35 - CONSTRUCTION DETAILS 1
- 36 - CONSTRUCTION DETAILS 2
- 37 - EROSION CONTROL PLAN 2
- 38 - EROSION CONTROL DETAILS
- 39 - PROPOSED SURFACE REPAIR (SHEET 1 OF 3)
- 40 - PROPOSED SURFACE REPAIR (SHEET 2 OF 3)
- 41 - PROPOSED SURFACE REPAIR (SHEET 3 OF 3)
- 42 - TOP (1-1)-18 TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK
- 43 - TOP (1-1)-18 TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TxDOT GENERAL NOTES:

1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, I CERTIFY THAT THE PROPOSED DRIVEWAY OR PUBLIC STREET CONNECTION TO THE STATE ROADWAY MEETS OR EXCEEDS THE MINIMUM STOPPING SIGHT DISTANCE REQUIRED FOR A POSTED SPEED OF 45 MILES PER HOUR, BASED ON THE MOST RECENT TxDOT DESIGN MANUAL REQUIREMENTS.
2. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

Uriz

(CHRISTOPHER GO, P.E. #22045)

*THE STANDARD TxDOT SHEETS, SPECIFICALLY IDENTIFIED IN THIS SHEET INDEX, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

CITY OFFICIALS:

- MAYOR..... GERARD HUDSPETH
 COUNCIL MEMBERS:
 DISTRICT 1..... VICKI BYRD
 DISTRICT 2..... BRIAN BECK
 DISTRICT 3..... JESSE DAVIS
 DISTRICT 4..... ALLISON MAGUIRE
 AT LARGE PLACE 5..... BRANDON MCGEE
 AT LARGE PLACE 6..... CHRIS WATTS

DIRECTOR OF WATER AND
WASTEWATER UTILITIES

STEPHEN GAY

CITY ENGINEER

REBECCA DIVINEY, P.E.

PROGRAM MANAGER
CAPITAL PROJECTS
ENGINEERING

KYLE PEDIGO



801 Cherry St, Suite 1300 Ft. Worth, TX 76102 P. 817-335-6511
 TBPE No. 928 F. 817-335-6070

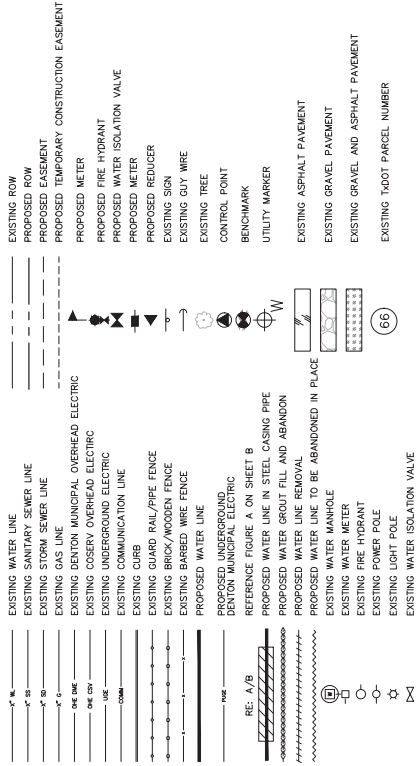
OCTOBER 2022

| No. | Revision | By | Date |
|-----|---------------------------|-----|------------|
| 1 | FOR PRELIMINARY SUBMITTAL | CAJ | 10/12/2022 |
| | | | |
| | | | |

GENERAL NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER KNOWN OR UNKNOWN, AND FOR MARKING THEM WITH REFLECTOR PINS OR SURFACE MARKERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND ALL AFFECTED UTILITY OWNERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND ALL AFFECTED UTILITY OWNERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND ALL AFFECTED UTILITY OWNERS.
- NOTIFY THE CITY OF DENTON TO LOCATE EXISTING CITY UTILITIES PRIOR TO CONSTRUCTION.
- CAUTION BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT EXPLORER GAS, THOMAS BURTRAEZ (978-4851014) 48 HOURS PRIOR TO EXCAVATION.
- CAUTION BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOS, OMAR CAMPOS (840-397-7481) 48 HOURS PRIOR TO EXCAVATION.
- CAUTION BURIED TELEPHONE CABLES EXIST ALONG THIS PROJECT. CONTACT AT&T (800-371-4241), ZAYO (817-566-9120), AND AT&T (877-338-9013).
- CAUTION BURIED ELECTRIC CABLES EXIST ALONG THIS PROJECT. CONTACT THE DENTON MUNICIPAL ELECTRIC (840-349-3900).
- CONSTRUCTION SURVING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY CONTROL MONUMENTATION PRIOR TO CONSTRUCTION AND SUBMIT DOCUMENTATION OF VERIFICATION TO THE CITY AND ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING ANY PROPERTY MARKER, BENCHMARK, ETC.
- ONLY THOSE ITEMS LISTED IN THE BID TABULATION WILL BE MEASURED AND PAID FOR AT THE TIME OF CONSTRUCTION. ALL ITEMS NOT LISTED WILL BE CONSIDERED SEPARATE PAYMENT SHALL BE MADE.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF DENTON 48 HOURS PRIOR TO START OF ANY CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY.
- CLEARING AND GRUBBING MAY BEGIN NO SOONER THAN ONE MONTH PRIOR TO PIPE TRENCHING OPERATIONS. PIPE STRIKING SHALL BE NO MORE THAN ONE WEEK PRIOR TO TRENCHING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND ALL AFFECTED UTILITY OWNERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND ALL AFFECTED UTILITY OWNERS.
- ALL BAR CODES, WARNING SIGNS, LIGHTS, DEVICES, ETC. FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS SHALL COME FROM THE INSTALLATIONS AND LOCATIONS WITHIN THE JURISDICTION OF UNIFORM TRAFFIC CONTROL DEVICES TRANSPORTATION.
- CONTRACTOR SHALL MAINTAIN AT LEAST ONE WAY OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONTRACTOR TEMPORARY BYPASS IF NECESSARY.
- THE CONTRACTOR SHALL GIVE THE CITY 5 DAYS NOTICE IN ADVANCE OF THE TIME A STREET SIGN IS TO BE REMOVED TO CLEAR CONSTRUCTION OPERATIONS. AT NO TIME WILL THE CONTRACTOR BE PERMITTED TO REMOVE OR RELOCATE A STOP OR YIELD SIGN WITHOUT PRIOR APPROVAL BY THE CITY.

LEGEND:



- CONTRACTOR SHALL COORDINATE DRIVEWAY CLOSURES WITH PROPERTY OWNERS PRIOR TO CONSTRUCTION. DRIVEWAY CLOSURES SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE PROJECT. DRIVEWAY REPAIR SHALL MATCH IDENTICAL EXISTING SURFACE.
- ANY TREES SHOWN IN THE PLANS FOR POTENTIAL REMOVAL MUST ALSO BE APPROVED FOR REMOVAL BY THE CITY. NO TREES MAY BE REMOVED OUTSIDE OF THE PERMANENT EASEMENT WITHOUT PRIOR WRITTEN APPROVAL. CONTRACTOR SHALL BE HELD LIABLE FOR DAMAGE TO ANY TREE REMOVED WITHOUT WRITTEN APPROVAL. CONTRACTOR SHALL BE HELD LIABLE FOR CONSTRUCTION OPERATIONS OUTLIVING IN DETAIL A SEQUENCE OF WORK TO BE FOLLOWED. SETTING OUT THE METHOD OF HANDLING TRAFFIC ALONG, ACROSS, AND ADJACENT TO THE WORK.
- IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTOR PROPOSES A PLAN OF OPERATION THAT WILL REQUIRE THE CONTRACTOR TO TEMPORARILY CHANGE HIS OPERATIONS TO CORRECT THE UNSATISFACTORY CONDITION.
- TEMPORARY SIGNS WILL BE REQUIRED DURING CONSTRUCTION FOR THE EXISTING ROADWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TEMPORARY SIGNS AS LONG AS THEY ARE REMOVED AND DECATED ON TEMPORARY MOUNTS ON THE SAME DAY. THE WARNING AND REGULATORY SIGNS MUST BE IN PLACE AT ALL TIMES AS APPLICABLE.
- BAR CODES AND SIGNS SHALL BE PLACED IN SUCH A MANNER AS NOT TO INTERFERE WITH THE OPERATION OF THE ROADWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FACILITY LINE SHIFTS, BAR CODES AND SIGNS USED IN LAE CLIPARTS OR TRAFFIC SIGNAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FACILITY LINE SHIFTS, BAR CODES AND SIGNS USED IN LAE CLIPARTS OR TRAFFIC SIGNAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FACILITY LINE SHIFTS, BAR CODES AND SIGNS USED IN LAE CLIPARTS OR TRAFFIC SIGNAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FACILITY LINE SHIFTS, BAR CODES AND SIGNS USED IN LAE CLIPARTS OR TRAFFIC SIGNAGE.
- WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS OR ON ACCESS ANY PAVEMENT, HE SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE.
- CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, SHORING, AND SITE SAFETY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE VERTICAL AND HORIZONTAL CONTROL THROUGHOUT THE PROJECT.
- A MINIMUM COVER OF SIX FEET ABOVE PROPOSED TOP OF PIPE SHALL BE MAINTAINED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROFILE AND THE TOP OF PIPE ELEVATIONS AND GEOMETRIC INFORMATION SHOWN IN THE PLANS AND THE LAYOUT IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR INFORMATION AND REVIEW. THE WORKABILITY OF THE DETAILED LAYOUT REMAINS WITH THE CONTRACTOR.
- THE MAXIMUM JOINT DEFLECTION SHALL NOT EXCEED 80% OF THE PIPE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION.
- CONTRACTOR SHALL ENDSURE A MINIMUM OF TEN FEET SEPARATION BETWEEN PROPOSED WATER LINE AND EXISTING PARALLEL SANITARY SEWER LINES AND MANHOLES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
- THE CONTRACTOR SHALL REMOVE ALL FENCES INTERFERING WITH CONSTRUCTION OPERATIONS. ORIGINAL FENCES SHALL BE REPAIRED WITH NEW FENCE OR UNDAMAGED ORIGINAL FENCING WITH PRIOR APPROVAL OF PROPERTY OWNER UNLESS OTHERWISE NOTED IN THE PLANS.

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND ALL AFFECTED UTILITY OWNERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND ALL AFFECTED UTILITY OWNERS.
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PROJECT SPECIFIC NOTES:

- ALL MATERIALS SHALL BE DOMESTICALLY MANUFACTURED PRODUCTS THAT ARE COMPRISED OF 80% OR MORE RECYCLED CONTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND ALL AFFECTED UTILITY OWNERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND ALL AFFECTED UTILITY OWNERS.
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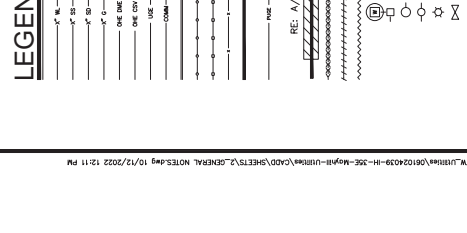
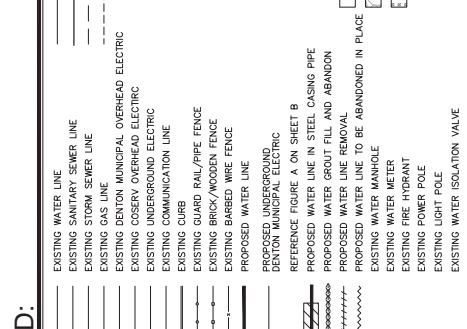
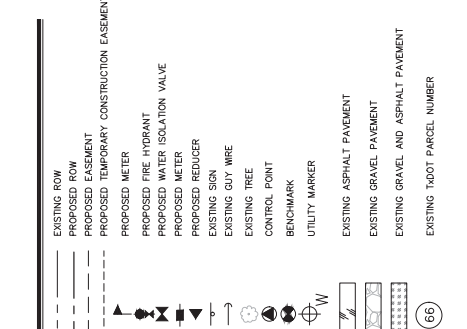
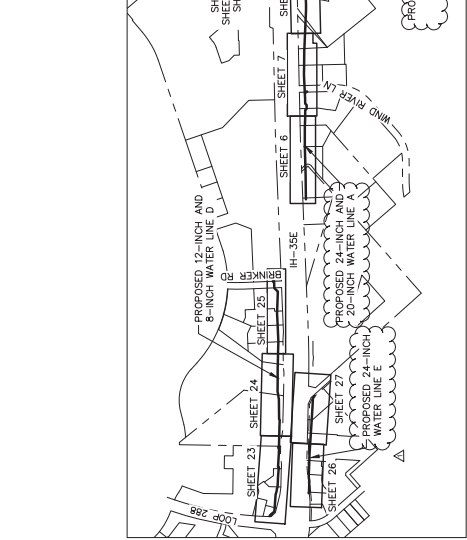
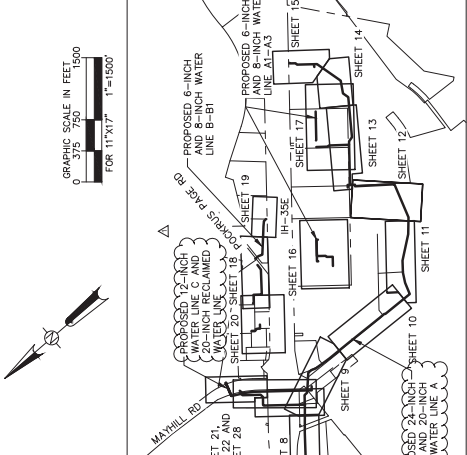
CITY OF DENTON

H-35E MATHILL UTILITY RELOCATIONS

GENERAL NOTES

DATE: OCTOBER 2022
 DESIGN: CM
 DRAWING: NDCB
 CHECKED: JFA
 SHEET: 2

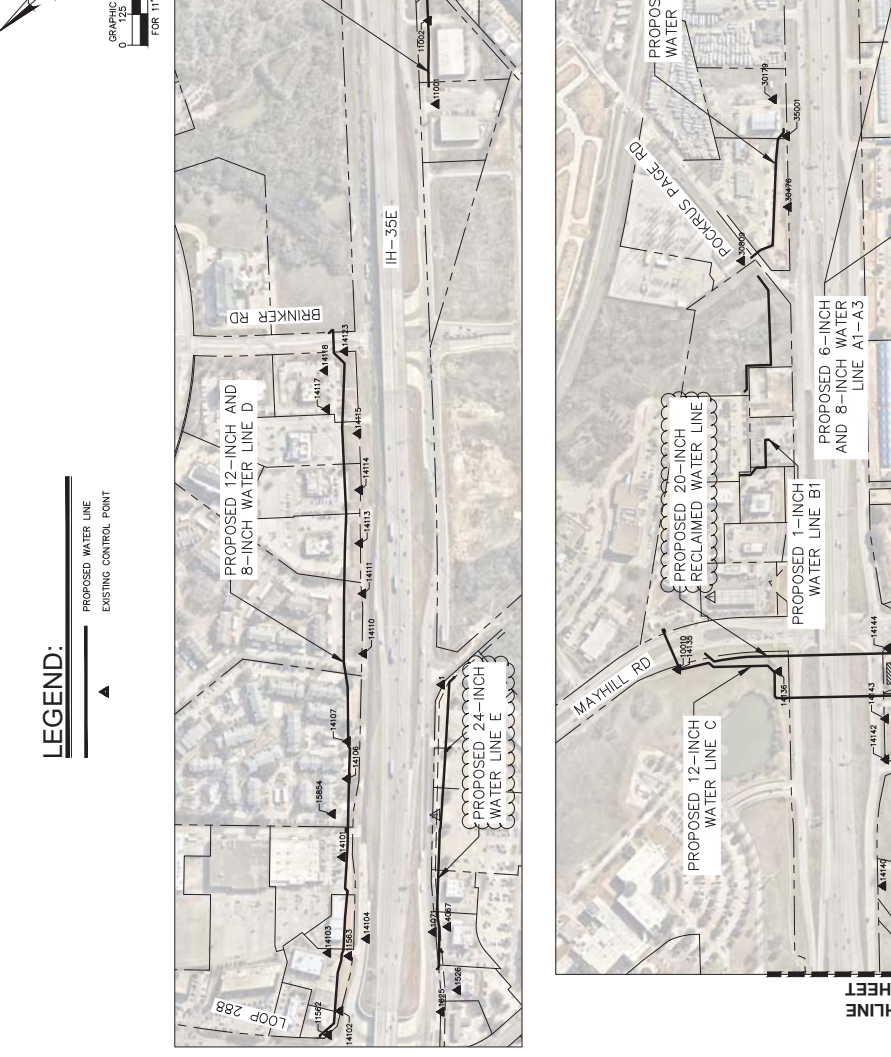
KMA NO.: 061024039



| Point # | Northing | Easting | Elevation | Description |
|---------|------------|------------|-----------|-------------|
| 1 | 7116278.54 | 2395342.59 | 678.89 | CP SR 12 |
| 1071 | 7116955.14 | 2394611.86 | 666.43 | CP NLS |
| 1526 | 7117033.78 | 2394370.85 | 665.50 | CP NLS |
| 1625 | 7117140.87 | 2394347.86 | 666.73 | CP NLS |
| 2133 | 7117291.16 | 2394127.11 | 667.85 | CP NLS |
| 4267 | 7116897.10 | 2394469.18 | 663.29 | CP XS |
| 10010 | 7113316.04 | 2400323.03 | 626.82 | CP XS |
| 11593 | 7114765.99 | 2397124.21 | 636.82 | CP XS |
| 11602 | 7114702.28 | 2397398.11 | 636.94 | CP XS |
| 11863 | 7117254.18 | 2394743.92 | 659.67 | CP XS |
| 11883 | 7117275.40 | 2394761.72 | 671.35 | CP XS |
| 12035 | 7113968.20 | 2394403.37 | 646.94 | CP XS |
| 12036 | 7113933.59 | 2399225.91 | 646.83 | CP XS |
| 12366 | 7114669.25 | 2397881.13 | 640.37 | CP XS |
| 12541 | 7114689.97 | 2397871.39 | 631.04 | CP XS |
| 12874 | 7114453.56 | 2397511.26 | 630.54 | CP XS |
| 14101 | 7117034.41 | 2395079.09 | 686.62 | CP XS |
| 14102 | 7117446.40 | 2394617.33 | 662.66 | CP XS |
| 14103 | 7117330.53 | 2394626.10 | 673.54 | CP XS |
| 14104 | 7117176.48 | 2394766.99 | 672.18 | CP XS |
| 14106 | 7116681.10 | 2395304.07 | 688.75 | CP XS |
| 14107 | 7116714.21 | 2395418.17 | 687.07 | CP XS |
| 14110 | 7116433.91 | 2395641.92 | 674.87 | CP XS |
| 14111 | 7116278.20 | 2395626.89 | 682.31 | CP XS |
| 14113 | 7116154.86 | 2395988.13 | 683.52 | CP XS |
| 14114 | 7116914.95 | 2396150.15 | 674.64 | CP XS |
| 14115 | 7115971.36 | 2396327.20 | 660.70 | CP XS |
| 14117 | 7115933.03 | 2396433.55 | 656.24 | CP XS |
| 14118 | 7115906.63 | 2396306.16 | 652.28 | CP XS |
| 14123 | 7115894.80 | 2396111.76 | 641.25 | CP XS |
| 14125 | 7115316.84 | 2400232.03 | 626.98 | CP XS |
| 14126 | 7115015.62 | 2399959.85 | 619.57 | CP XS |
| 14140 | 7113822.64 | 2399032.67 | 638.85 | CP XS |
| 14142 | 7112920.90 | 2399409.98 | 623.91 | CP XS |
| 14143 | 7112814.70 | 2399524.38 | 622.08 | CP XS |
| 14144 | 7112620.76 | 2399742.38 | 621.30 | CP XS |
| 14145 | 7112554.48 | 2399588.15 | 621.27 | CP XS |
| 15854 | 7116951.08 | 2395236.03 | 692.55 | CP XS |
| 30779 | 7111523.91 | 240714.86 | 616.10 | CP XS |
| 30478 | 7111622.66 | 2401347.91 | 612.73 | CP XS |
| 30809 | 7112046.70 | 2401507.32 | 607.02 | CP XS |
| 45018 | 7111901.68 | 2401567.36 | 617.17 | CP XS |
| 45019 | 7110322.60 | 2401624.42 | 603.66 | CP XS |
| 45221 | 7110221.52 | 2401758.33 | 603.09 | CP XS |
| 45222 | 7110041.89 | 2401945.03 | 602.70 | CP XS |
| 45369 | 7110332.27 | 2402167.35 | 603.36 | CP XS |
| 45835 | 7110538.47 | 2402355.53 | 599.62 | CP XS |
| 60001 | 7109882.70 | 2402554.14 | 596.74 | CP XS |
| 60568 | 7109873.35 | 2402568.56 | 596.87 | CP XS |
| 60286 | 71014513 | 2402768.28 | 593.84 | CP XS |

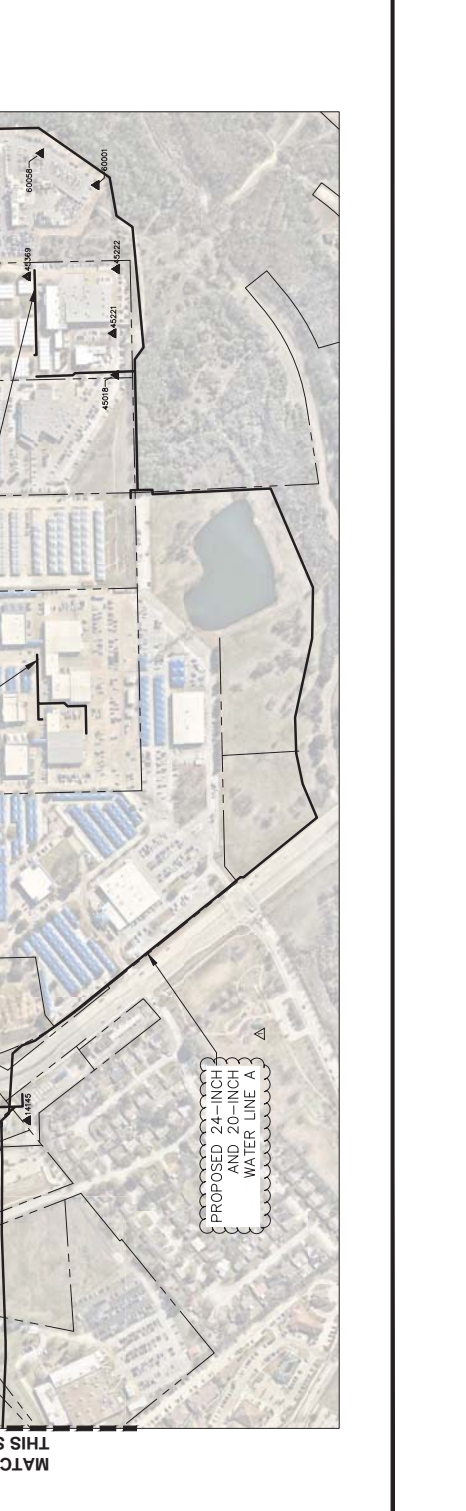
CONTROL POINT TABLE

THIS SHEET



THIS SHEET

SHEET NOTES:
 1. HORIZONTAL COORDINATES SHOWN HEREON ARE IN U.S. FEET AND DECIMALS THEREOF, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83). THE HORIZONTAL COORDINATE SYSTEM WITH THE DENTON COUNTY SCALE FACTOR 0.999849393 IS APPLIED (SURFACE) 0.999849393 = GRID VALUE.



THIS SHEET



Date

07/13/2022

Mr. Mohamed Bur, P.E.
Dallas District Engineer
4777 E. Highway 80
Mesquite, TX 75150-6643

RE: Abandonment Request

Installation Request No. (Permit): DAL20220504165610 (WW)

County: Denton

If checking this box, please provide project information below. TxDOT Construction Project

Example:
IH/US/SH/FM/LP ##: From: To:
CSJ/RCSJ
Utility ID # (for reimbursable relocations)

IH-35E Mayhill
From: South of Mayhill Road To: South of SL 288
RCSJ: 0196-01-100 CCSJ: 0196-02-109
Federal Project Number: n/a
U00011546 (WW)

Dear Mr. Bur:

The City of Denton

hereby requests portions/portion of the existing utility facility adjustments and/or relocations shown in the attached exhibits to address items outlined in 43 TAC §21.39 to be abandoned in place. With these exhibits, we have taken the following into consideration:

1. Areas of abandonment will not have negative impacts on TxDOT's facilities and/or construction. Areas proposed for abandonment have exhibits included such as Plan/Profile(s), Plan/Cross Section(s), etc.
2. The need for abandonment will benefit TxDOT in the following manner:

It will allow for the City of Denton to clear proposed TXDOT roadway construction in a more timely manner with minimal disruption to the traffic flow along the IH-35E. The city recommends removing all above ground appurtenances, and pipelines under future roadway and TxDOT ROW. The city is proposing to abandon in place all utilities under major roadways(State School, Mayhill, Brinker, Pockrus Page, and Wind River) as seen in the exhibit below. Abandonment in place will allow for the city's contractor to be out of the way of other utilities attempting to relocate.

3. This abandonment will not impede future installations of other facilities in TxDOT ROW.

The existing 8" sanitary sewer and 18" reclaimed water lines to be abandoned will be adjusted and/or relocated in compliance with TXDOT's UAR.

The existing type of utility facility to be abandoned within TxDOT ROW consist of:

The existing type of utility facility to be abandoned by removal or grout fill is identified as approximately: 554 LF of 8" sanitary sewer line, 151 LF of 12" sanitary sewer line, and 875 LF of 18" non potable/reclaimed water line, as described further on the attached exhibits. The existing lines consist of clay and PVC, with average bury depths of 8-feet, but varying from 6-ft to 10-ft.

These facilities will be adjusted and/or relocated in compliance with TxDOT's UAR.

During the utility adjustment/relocation the vacated facilities*, shown in the attached exhibits as abandoned in place, will be :

cut, purged, grout filled, and capped. All other facilities conflicting with IH-35E & Mayhill will be removed during construction during excavation stages as indicated in detail within the enclosed plans and supporting documentation.

All other facilities conflicting with above TxDOT Construction Project, if applicable, will be removed during construction during excavation stages as indicated in detail within the enclosed plans and supporting documentation.

The enclosed plans and supporting documentation includes:

1. UIR Installation Request (Permit)
2. Relocation plans in the form of Plan/Profile(s), Plan/Cross Section(s), etc. that includes:
 - Age, condition, size, current status, type (material composition) and length of the utility facility to be abandoned.
 - The approximate depth of the existing pipeline or conduit to be abandoned.
 - Existing pipeline or conduit operating condition (Optimal/Compromised).
 - Existing pipeline or conduit is not in conflict with other existing utilities.
 - Abandonment will not cause conflict with either the proposed construction and/or other utilities.
 - The removal of abandoned facilities as shown will be coordinated in advance with the designated TxDOT Contractor and/or Utility Coordinator in the Area Office.

This abandonment WILL NOT be construed as a change in ownership of the facility.

1. Assumes all financial responsibility and property ownership of the abandoned facility referenced above.
2. Will be responsible for maintaining abandoned facility records, in accordance with 43 TAC §21.39 and all current federal, state, local laws, codes and industry standards
3. Attests the utility facility associated with this abandonment does not contain, or is not composed of, hazardous or contaminated materials.

If you have any questions, please contact,

Utility Owner Contact: David Brown Project Manager Denton Water Utility

Address: 901 -A Texas Street
Denton, Texas 76209

Phone Number: 940-349-8480

Email Address: David.Brown@cityofdenton.com

Your consideration to this matter is greatly appreciated.

Sincerely,



Please sign above and include name and title below

David Brown
Project Manager

Attachments: Permit, Plans, Exhibits and Supporting Documentation

UTILITY OWNER:
APPROVED REQUESTS MUST BE UPLOADED TO TXDOT'S UIR SYSTEM WITH UTILITY INSTALLATION REQUEST (PERMIT). PERMITS INCLUDING ABANDONMENT OF FACILITIES MAY NOT BE APPROVED WITHOUT DALLAS DISTRICT APPROVAL.

* All abandoned conduit shall be free of wires and cables. Pipes/Conduit 3" or greater shall be purged free of hydro-carbons, capped and grout filled.

DALLAS DISTRICT APPROVAL

DS
MB DISTRICT ENGINEER

CC
CC DEPUTY DISTRICT ENGINEER

DS
JH DIRECTOR OF TP&D

DS
DP UTILITIES SUPERVISOR

DS
JTC AREA ENGINEER

DS
DVP Design PM

| Point # | Northing | Easting | Description |
|---------|-----------|-----------|---|
| 1 | 711773.98 | 239490.61 | END 6" W. REMOVAL AND BEG 12" W. ABANDONMENT |
| 2 | 711727.25 | 239491.61 | END 12" W. ABANDONMENT BY GROUT FILL AND BEG 12" W. REMOVAL |
| 3 | 711684.93 | 239484.85 | END 12" W. REMOVAL |
| 4 | 711668.93 | 239484.85 | BEG 12" W. REMOVAL |
| 5 | 711654.08 | 239483.86 | BEG 8" W. REMOVAL |
| 6 | 711554.08 | 239479.15 | END 8" W. REMOVAL AND BEG 8" W. GROUT FILL |
| 7 | 711500.97 | 239450.45 | END 8" W. REMOVAL |
| 8 | 711271.55 | 239479.28 | BEG 6" W. REMOVAL |
| 9 | 711283.33 | 239478.75 | END 6" W. REMOVAL |
| 10 | 711202.83 | 239484.14 | BEG 5" W. REMOVAL AND END 5" W. REMOVAL |
| 11 | 711218.27 | 239466.58 | END 5" W. REMOVAL |
| 12 | 711629.49 | 239513.08 | BEG 6" W. REMOVAL |

| Point # | Northing | Easting | Description |
|---------|-----------|-----------|---|
| 13 | 711844.96 | 239518.58 | BEG 8" W. REMOVAL AND BEG 8" W. REMOVAL |
| 14 | 711837.64 | 239518.25 | END 8" W. REMOVAL |
| 15 | 711895.20 | 239508.60 | BEG 8" W. REMOVAL |
| 16 | 711926.31 | 239512.38 | END 8" W. REMOVAL |
| 17 | 711929.42 | 239524.20 | BEG 6" W. REMOVAL |
| 18 | 711824.02 | 239542.34 | BEG 6" W. REMOVAL |
| 19 | 711857.44 | 239464.55 | END 6" W. REMOVAL |
| 20 | 711859.12 | 239500.91 | BEG 6" W. REMOVAL |
| 21 | 711845.33 | 239496.16 | END 6" W. REMOVAL |
| 22 | 711844.14 | 239498.37 | END 6" W. REMOVAL |
| 23 | 711840.79 | 239495.18 | BEG 6" W. REMOVAL |
| 24 | 711818.28 | 239494.30 | END 6" W. REMOVAL |

| Point # | Northing | Easting | Description |
|---------|-----------|-----------|----------------------|
| 25 | 711682.73 | 239674.25 | REMOVE 6" W. REMOVAL |
| 26 | 711680.19 | 239676.79 | BEG 8" W. REMOVAL |
| 27 | 711680.19 | 239684.43 | REMOVE 6" W. REMOVAL |
| 28 | 711682.77 | 239687.01 | BEG 6" W. REMOVAL |
| 29 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 30 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 31 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 32 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 33 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 34 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 35 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 36 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 37 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 38 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 39 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 40 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 41 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 42 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 43 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 44 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 45 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 46 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 47 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |
| 48 | 711682.77 | 239687.01 | REMOVE 6" W. REMOVAL |

| Point # | Northing | Easting | Description |
|---------|-----------|-----------|-----------------------|
| 49 | 711725.38 | 239475.52 | REMOVE 12" GATE VALVE |
| 50 | 711718.55 | 239480.31 | REMOVE WATER METER |
| 51 | 711714.23 | 239478.92 | REMOVE WATER METER |
| 52 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 53 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 54 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 55 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 56 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 57 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 58 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 59 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 60 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 61 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 62 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 63 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 64 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 65 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 66 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 67 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 68 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 69 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 70 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 71 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 72 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 73 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 74 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 75 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 76 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 77 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 78 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 79 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 80 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 81 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 82 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 83 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 84 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 85 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 86 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 87 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 88 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 89 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 90 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 91 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 92 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 93 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 94 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 95 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 96 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 97 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 98 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 99 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |
| 100 | 711699.26 | 239483.65 | REMOVE 8" W. REMOVAL |

PROPOSED UTILITY GROUT FILL AND ABANDON
PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE

| Point # | Northing | Easting | Description |
|---------|-----------|-----------|-----------------------|
| 99 | 711620.07 | 239538.63 | REMOVE 14" GATE VALVE |
| 100 | 711620.07 | 239538.63 | REMOVE 14" GATE VALVE |

| Point # | Northing | Easting | Description |
|---------|-----------|-----------|-----------------------|
| 101 | 711620.07 | 239538.63 | REMOVE 14" GATE VALVE |
| 102 | 711620.07 | 239538.63 | REMOVE 14" GATE VALVE |

| Point # | Northing | Easting | Description |
|---------|-----------|-----------|-----------------------|
| 103 | 711620.07 | 239538.63 | REMOVE 14" GATE VALVE |
| 104 | 711620.07 | 239538.63 | REMOVE 14" GATE VALVE |

| Point # | Northing | Easting | Description |
|---------|-----------|-----------|-----------------------|
| 105 | 711620.07 | 239538.63 | REMOVE 14" GATE VALVE |
| 106 | 711620.07 | 239538.63 | REMOVE 14" GATE VALVE |

GRAPHIC SCALE IN FEET
0 50 100 200

CITY OF DENTON
HI 35E MAHYLL
UTILITY RELOCATIONS
PROPOSED UTILITY ABANDONMENT (SHEET 1 OF 2)

Kimley-Horn
1244 Cherry St., Suite 3300
Denton, TX 76201
Tel: 940.382.2511
Fax: 940.382.2511

PROFESSIONAL ENGINEER
No. 13531
Denton, Texas



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Denton, TX 76201
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PROFESSIONAL ENGINEER
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CITY OF DENTON
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PROFESSIONAL ENGINEER
No. 13531
Denton, Texas

| Point # | Northing | Easting | Description |
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| 90 | 711701.51 | 239831.14 | REMOVE 14" GATE VALVE |
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| 120 | 711701.51 | 239831.14 | REMOVE 14" GATE VALVE |

| Point # | Northing | Easting | Description |
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| 121 | 711701.51 | 239831.14 | REMOVE 14" GATE VALVE |
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| 150 | 711701.51 | 239831.14 | REMOVE 14" GATE VALVE |

| Point # | Northing | Easting | Description |
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| 151 | 711701.51 | 239831.14 | REMOVE 14" GATE VALVE |
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| 174 | 711701.51 | 239831.14 | REMOVE 14" GATE VALVE |
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KMA NO.: 061024039
 CHECKED: JRA
 DRAWN: NDCH
 DESIGN: CFI
 DATE: JULY 2022

PROPOSED UTILITY ABANDONMENT
 (SHEET 2 OF 2)

HI-35E MAYHILL
 UTILITY RELOCATIONS



Kimley-Horn
 1000 Cherry St., Suite 3000 Ft. Worth, TX 76102
 No. _____ By _____
 Revision _____ Date _____

SHEET
 5

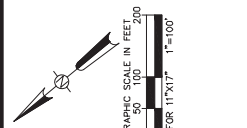
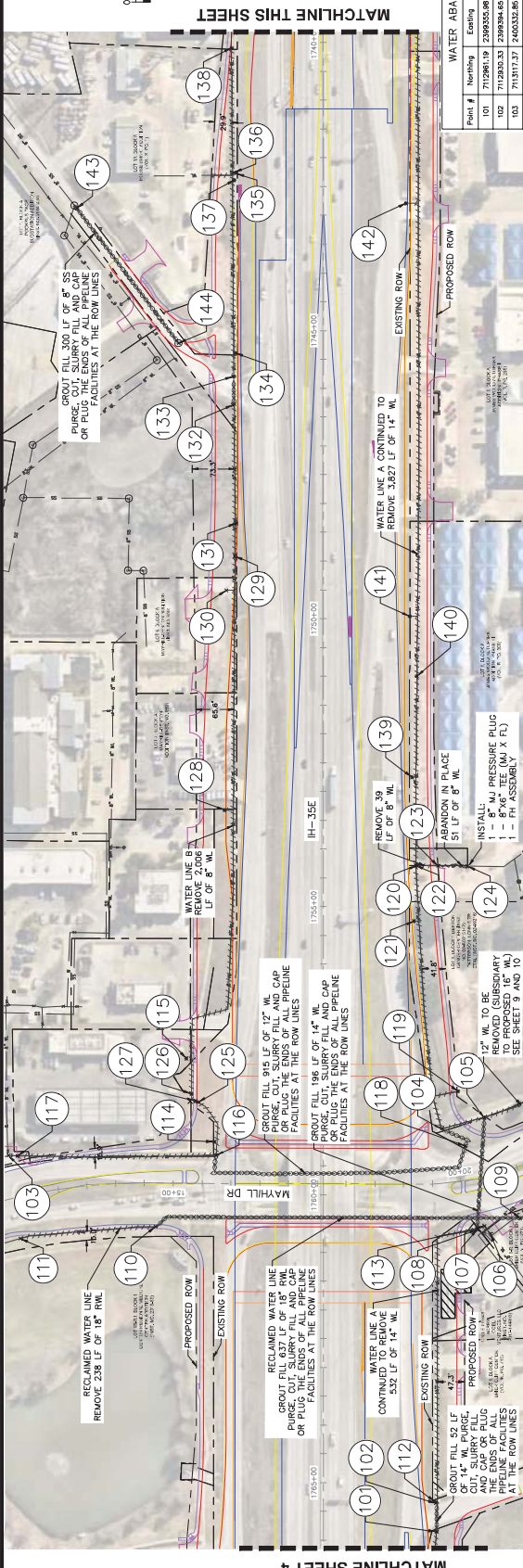
SEWER ABANDONMENT

| Point # | Northing | Easting | Description |
|---------|-----------|------------|--|
| 143 | 711977.06 | 2401544.13 | BEIN 6" S.S. ABANDONMENT |
| 144 | 711980.59 | 2402281.18 | BEIN 6" S.S. AND END 8" S.S. ABANDONMENT BY GROUT FILL |

| Point # | Northing | Easting | Description |
|---------|-----------|------------|--|
| 145 | 711168.87 | 2401562.33 | REMOVE FI AND 6" VALVE |
| 146 | 711156.90 | 2401766.03 | REMOVE FI AND 6" VALVE |
| 147 | 711098.14 | 2401782.50 | REMOVE 12" W. REMOVAL |
| 148 | 711088.71 | 2401754.46 | REMOVE 12" GATE VALVE |
| 149 | 711088.71 | 2401734.46 | END 12" W. REMOVAL AND |
| 150 | 711088.29 | 2401591.36 | REMOVE 12" W. ABANDON IN PLACE |
| 151 | 711084.59 | 2401713.28 | REMOVE 12" GATE VALVE |
| 152 | 711081.81 | 2401599.75 | REMOVE 8" GATE VALVE |
| 153 | 711083.39 | 2401465.20 | BEIN 6" W. ABANDON IN PLACE |
| 154 | 711032.64 | 2401541.50 | END 8" W. ABANDONMENT BY GROUT FILL |
| 155 | 711082.81 | 2401983.59 | REMOVE FI AND 6" VALVE |
| 156 | 711078.14 | 2401991.10 | BEIN 6" W. ABANDONMENT BY GROUT FILL |
| 157 | 711084.17 | 2402031.08 | REMOVE 8" GATE VALVE |
| 158 | 711082.19 | 2401834.42 | REMOVE FI AND 6" VALVE |
| 159 | 711078.03 | 2402114.32 | REMOVE FI AND 6" VALVE |
| 160 | 711057.29 | 2402207.32 | REMOVE 8" GATE VALVE |
| 161 | 711051.71 | 2402209.15 | END 6" W. ABANDONMENT BY GROUT FILL |
| 162 | 711058.11 | 2402331.42 | BEIN 6" W. ABANDONMENT BY GROUT FILL |
| 163 | 711058.97 | 2402333.97 | REMOVE 8" GATE VALVE |
| 164 | 711030.61 | 2401634.48 | END 6" W. ABANDON IN PLACE |
| 165 | 711071.60 | 2402766.89 | REMOVE 8" GATE VALVE |
| 166 | 711014.07 | 2402708.81 | END 6" W. REMOVAL AND INSTALL IN PLACE |
| 167 | 710976.76 | 2401546.45 | END 6" W. ABANDON IN PLACE AND INSTALL RESTRAINED VALVE IN 8" GATE |
| 168 | 711014.40 | 2402803.26 | END 14" W. REMOVAL |

WATER ABANDONMENT

| Point # | Northing | Easting | Description |
|---------|-----------|------------|---|
| 101 | 712081.19 | 2399335.98 | BEIN 12" W. REMOVAL |
| 102 | 712033.53 | 2399384.65 | BEIN 12" W. REMOVAL |
| 103 | 713117.27 | 2403332.86 | END 12" W. REMOVAL |
| 104 | 712908.41 | 2399886.09 | END 16" W. ABANDONMENT BY GROUT FILL AND BEIN 12" W. REMOVAL |
| 105 | 712438.31 | 2398658.31 | END 14" W. REMOVAL AND |
| 106 | 712569.13 | 2398844.89 | REMOVE 12" GATE VALVE |
| 107 | 712571.14 | 2399173.73 | REMOVE 12" GATE VALVE |
| 108 | 712972.95 | 2399714.85 | BEIN 8" W. REMOVAL |
| 109 | 711250.88 | 2399862.89 | BEIN 18" W. ABANDONMENT BY GROUT FILL AND BEIN 12" W. REMOVAL |
| 110 | 712998.52 | 2400774.76 | END 12" W. REMOVAL |
| 111 | 713192.94 | 2402326.40 | END 12" W. REMOVAL |
| 112 | 711299.90 | 2399383.84 | REMOVE FI AND 6" VALVE |
| 113 | 711298.31 | 2399711.29 | REMOVE 8" GATE VALVE |
| 114 | 711296.63 | 2400212.48 | REMOVE FI AND 6" VALVE |
| 115 | 711271.77 | 2400265.89 | REMOVE FI AND 6" VALVE |
| 116 | 711288.78 | 2400153.39 | BEIN 8" W. ABANDONMENT BY GROUT FILL |
| 117 | 713305.18 | 2403322.34 | REMOVE 12" GATE VALVE |
| 118 | 713265.93 | 2398839.89 | REMOVE 12" GATE VALVE |
| 119 | 713244.03 | 2399212.42 | REMOVE FI AND 6" VALVE |
| 120 | 712281.92 | 2400266.85 | REMOVE 8" GATE VALVE |
| 121 | 712283.23 | 2400197.51 | REMOVE FI AND 6" VALVE |
| 122 | 712281.25 | 2400212.23 | BEIN 8" W. REMOVAL |
| 123 | 711221.06 | 2400245.10 | BEIN 8" W. ABANDONMENT BY GROUT FILL |
| 124 | 711983.04 | 2400211.03 | END 8" W. REMOVAL |
| 125 | 711984.48 | 2400194.07 | REMOVE 8" GATE VALVE |
| 126 | 711983.03 | 2400212.00 | REMOVE 8" GATE VALVE |
| 127 | 711980.66 | 2400193.00 | REMOVE 8" GATE VALVE |
| 128 | 712445.44 | 2400556.84 | REMOVE FI AND 6" VALVE |
| 129 | 712445.44 | 2400884.28 | REMOVE 8" GATE VALVE |
| 130 | 711200.56 | 2400847.61 | REMOVE WATER METER |
| 131 | 712131.03 | 2400292.68 | REMOVE FI AND 6" VALVE |
| 132 | 711986.45 | 2401082.28 | BEIN 12" W. REMOVAL |
| 133 | 711985.44 | 2401128.85 | BEIN 12" W. REMOVAL |
| 134 | 711928.67 | 2401184.23 | REMOVE FI AND 6" VALVE |
| 135 | 711223.23 | 2401394.38 | REMOVE WATER METER |
| 136 | 711172.51 | 2401394.18 | REMOVE WATER METER |
| 137 | 711235.78 | 2401391.67 | REMOVE FI AND 6" VALVE |
| 138 | 711198.20 | 2401657.60 | END 6" W. REMOVAL |
| 139 | 711198.20 | 2400369.67 | REMOVE FI AND 6" VALVE |
| 140 | 711204.32 | 2400525.10 | REMOVE 14" GATE VALVE |
| 141 | 711188.75 | 2400512.33 | REMOVE FI AND 6" VALVE |
| 142 | 711332.03 | 2401162.72 | REMOVE FI AND 6" VALVE |

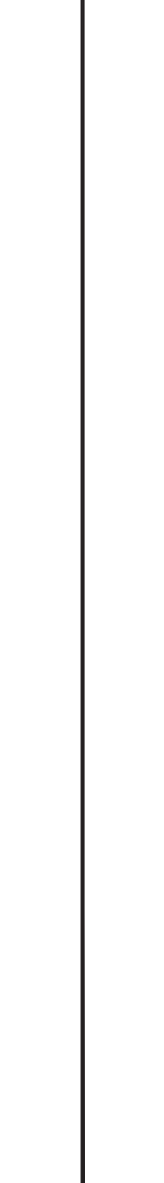
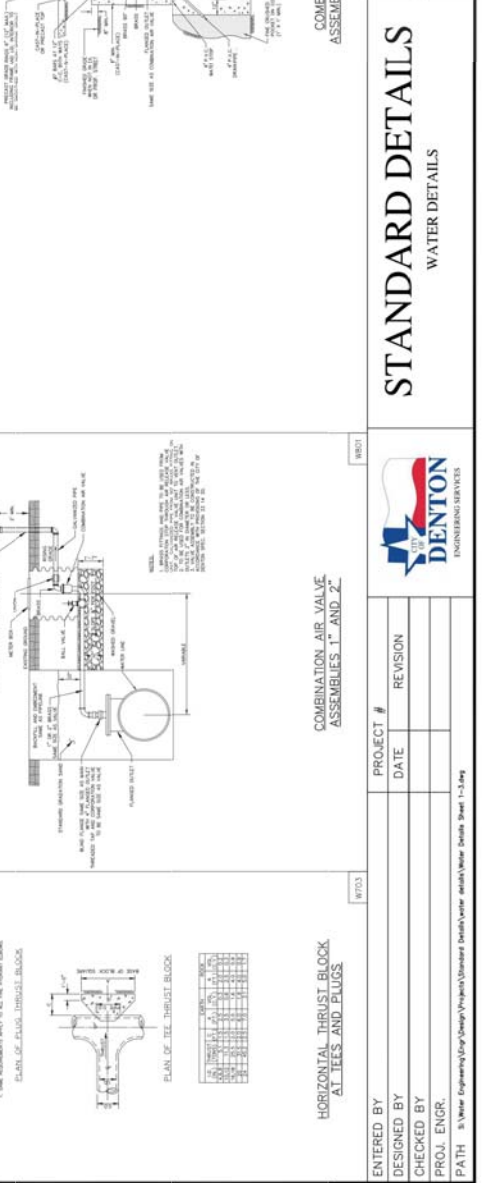
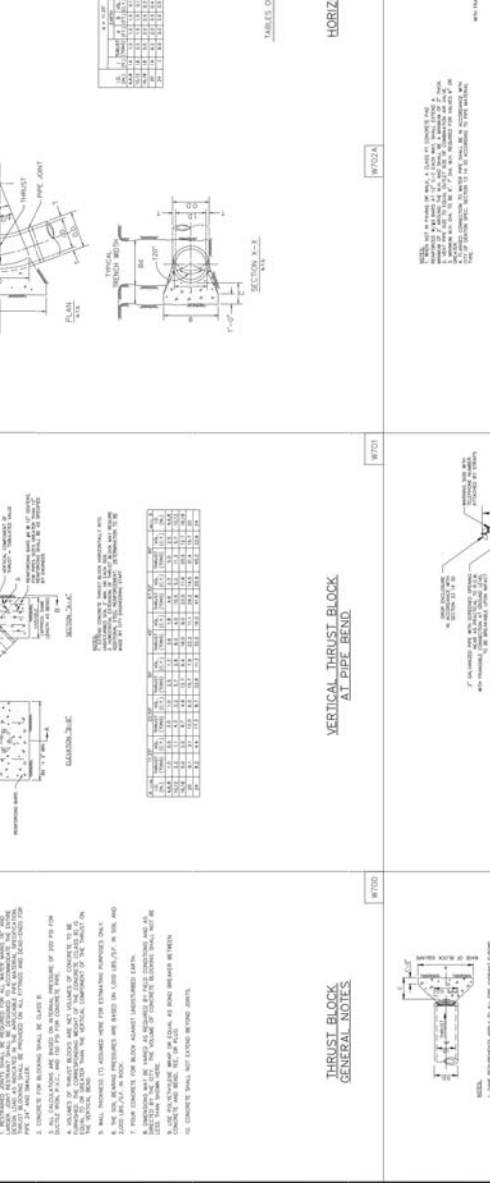


07/27/2022
 LICENSED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF TEXAS
 No. 26100

TITLE: Kimley-Horn
 801 Cherry St., Suite 1300 Ft. Worth, TX 76102
 Tel: 817-752-5511
 Fax: 817-752-5511
 No. _____
 By _____
 Date _____

TABLE OF DIMENSIONS AND QUANTITIES

| ITEM | QTY | UNIT |
|------|-----|------|
| 1 | 1.0 | EA |
| 2 | 1.0 | EA |
| 3 | 1.0 | EA |
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| ENTERED BY | PROJECT # | REVISION | |
|--|-----------|----------|--|
| | | DATE | |
| DESIGNED BY | | | |
| CHECKED BY | | | |
| PROJ. ENGR. | | | |
| PATH: \\Water_Eng\pms\proj\design\proj\details\standard details\water details\sheet 31.dwg | | | |

MINIMUM COVER REQUIREMENTS FOR ALL UTILITIES SHALL BE AS SHOWN IN THE FOLLOWING TABLE UNLESS OTHERWISE SPECIFIED IN THE NOTES. THE COVER SHALL BE MEASURED FROM THE TOP OF THE UTILITY TO THE FINISH GROUND SURFACE. THE COVER SHALL BE MEASURED FROM THE TOP OF THE UTILITY TO THE FINISH GROUND SURFACE.

MINIMUM COVER REQUIREMENTS FOR ALL UTILITIES SHALL BE AS SHOWN IN THE FOLLOWING TABLE UNLESS OTHERWISE SPECIFIED IN THE NOTES. THE COVER SHALL BE MEASURED FROM THE TOP OF THE UTILITY TO THE FINISH GROUND SURFACE.

MINIMUM COVER REQUIREMENTS FOR ALL UTILITIES SHALL BE AS SHOWN IN THE FOLLOWING TABLE UNLESS OTHERWISE SPECIFIED IN THE NOTES. THE COVER SHALL BE MEASURED FROM THE TOP OF THE UTILITY TO THE FINISH GROUND SURFACE.



| STANDARD DETAILS WASTEWATER DETAILS | | SCALE | DATE | SHEET No. |
|--|--|------------------------------|--|-----------|
| | | HOR 1" = N/A VER 1" = N/A | JAN. 2022 | 4 OF 24 |
| | | | ENTERED BY _____ DESIGNED BY _____ CHECKED BY _____ PROJ. ENGR. _____ PATH: S:\Water_Engineering\Utility Design\Projects\Standard Details\Wastewater Details Sheet 1-3.dwg | |

| PROJECT # | REVISION |
|-----------|----------|
| | |
| | |
| | |

| SECTION | DESCRIPTION |
|---------|--|
| 1000 | PRE-CAST MANHOLE WITH LINING |
| 1100 | DROP MANHOLE |
| 1200 | CAST-IN-PLACE MANHOLE |
| 1300 | SEWERLINE INTERSECTION |
| 1400 | ABANDONMENT OF MANHOLE |
| 1500 | MANHOLE FRAME AND COVER |
| 1600 | WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET |
| 1700 | COMPOSITE WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET |
| 1800 | FIBERGLASS MANHOLE WITH STUBBOUS |

STANDARD DETAILS
WASTEWATER DETAILS

CITY OF DENTON
 ENGINEERING SERVICES



| | | | |
|---|--|---|---|
| <p>TYPICAL UTILITY PLACEMENTS</p> | <p>TYPICAL SAW-CUT</p> | <p>PROPOSED PAVEMENT TRENCH</p> | <p>CONCRETE ENCASMENT FOR UTILITY LINES</p> |
| <p>UNPAVED TRENCH</p> | <p>EXISTING PAVEMENT TRENCH AND REPAIR ASPHALT</p> <p>• MODIFIED</p> <p>• FOR WATER LINES 16-INCH AND LARGER EMBEDMENT SHALL BE CRUSHED ROCK PER SECTION 33 05 65</p> | <p>EXISTING PAVEMENT TRENCH AND REPAIR CONCRETE</p> <p>• MODIFIED</p> <p>• FOR WATER LINES 16-INCH AND LARGER EMBEDMENT SHALL BE CRUSHED ROCK PER SECTION 33 05 65</p> | <p>STANDARD DETAILS WATER/WASTEWATER SHARED DETAILS</p> <p>DATE: JAN. 2022 SHEET No. 7 OF 24</p> |
| <p>PROJECT # _____ DATE _____ REVISION _____</p> <p>ENTERED BY _____ DESIGNED BY _____ CHECKED BY _____ PROJ. ENGR. _____</p> <p>PATH: S:\Water_Engineering\Eng\Design\Projects\Standard_Details\Water-Wastewater_SHT-2.dwg</p> | | | |



TYPICAL SERVICE LINE LAYOUT

NOTE: SERVICE LINE SHALL BE INSTALLED AS SHOWN IN PROFILE AND SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF DENTON STANDARD SPECIFICATIONS FOR UTILITY RELOCATIONS.

INSTALLATION IN STEEL CASING OR LINER PLATE FOR PIPE AND DIP

NOTE:
 1. PIPE AND CASING SHALL BE INSTALLED AS SHOWN IN PROFILE AND SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF DENTON STANDARD SPECIFICATIONS FOR UTILITY RELOCATIONS.
 2. FOR PRECASTED PIPE, ALL JOINTS SHALL BE PROPERLY JOINTED AND THE JOINT SHALL BE PROTECTED WITH A JOINT PROTECTANT.
 3. THE JOINT SHALL BE PROTECTED WITH A JOINT PROTECTANT.
 4. CASING PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF DENTON STANDARD SPECIFICATIONS FOR UTILITY RELOCATIONS.

ALTERNATE SERVICE LINE LAYOUT (FOR LOTS LESS THAN 60' WIDE)

NOTE: SERVICE LINE SHALL BE INSTALLED AS SHOWN IN PROFILE AND SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF DENTON STANDARD SPECIFICATIONS FOR UTILITY RELOCATIONS.

INSTALLATION IN STEEL CASING FOR SERVICE LINE BAR-WRAPPED STEEL CYLINDER TYPE

NOTE:
 1. PIPE AND CASING SHALL BE INSTALLED AS SHOWN IN PROFILE AND SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF DENTON STANDARD SPECIFICATIONS FOR UTILITY RELOCATIONS.
 2. FOR PRECASTED PIPE, ALL JOINTS SHALL BE PROPERLY JOINTED AND THE JOINT SHALL BE PROTECTED WITH A JOINT PROTECTANT.
 3. THE JOINT SHALL BE PROTECTED WITH A JOINT PROTECTANT.
 4. CASING PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF DENTON STANDARD SPECIFICATIONS FOR UTILITY RELOCATIONS.

TRENCH DAM

NOTE:
 1. THE TRENCH DAM SHALL BE INSTALLED AS SHOWN IN PROFILE AND SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF DENTON STANDARD SPECIFICATIONS FOR UTILITY RELOCATIONS.
 2. THE TRENCH DAM SHALL BE INSTALLED AS SHOWN IN PROFILE AND SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF DENTON STANDARD SPECIFICATIONS FOR UTILITY RELOCATIONS.

STANDARD DETAILS
 WATER/WASTEWATER SHARED DETAILS

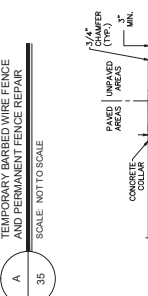
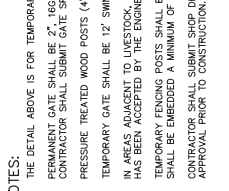
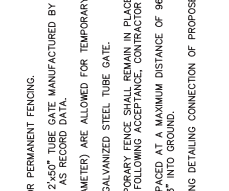
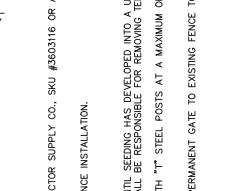
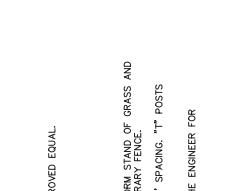
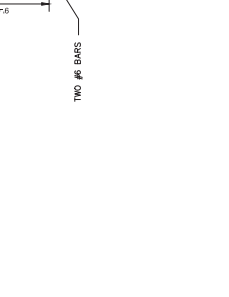
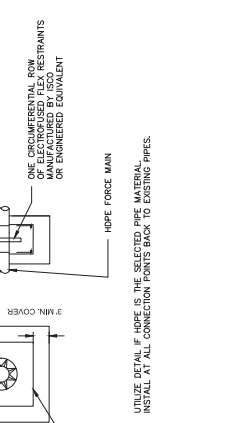
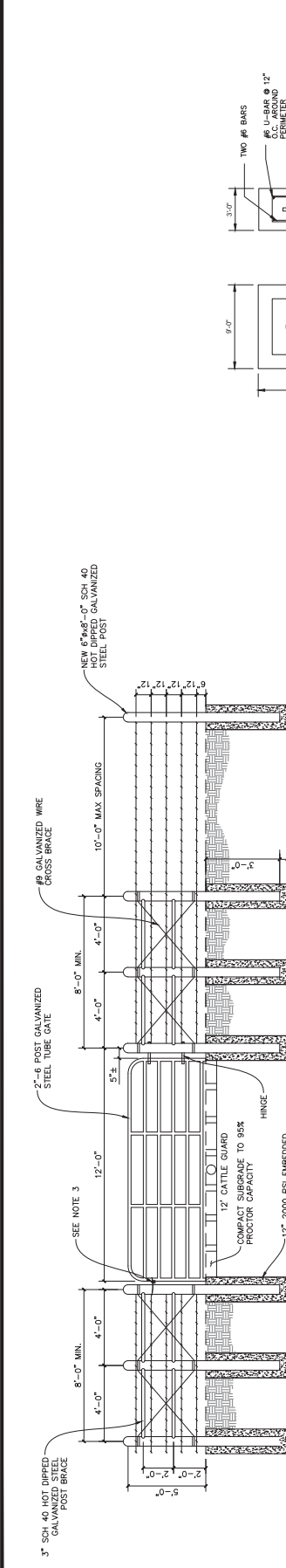
DATE: JAN. 2022
 SCALE: HOR 1" = N.T.S., VER 1" = N/A

SHEET NO. 8 OF 24

PROJECT # _____
 DATE _____
 REVISION _____

ENTERED BY _____
 DESIGNED BY _____
 CHECKED BY _____
 PROJ. ENGR. _____

PATH: S:\Water_Engineering\Eng_Design\Projects\Standard_Details\Water-wastewater_shared_details\Water-wastewater_2011-2.dwg



NOTES:
 1. THE DETAIL ABOVE IS FOR TEMPORARY OR PERMANENT FENCING.
 2. PERMANENT GATE SHALL BE 2" 16GA. 12"x40" TUBE GATE MANUFACTURED BY TRACTOR SUPPLY CO., SKU #360316 OR APPROVED EQUAL.
 3. CONTRACTOR SHALL SUBMIT GATE SPECS AS RECORD DATA.
 4. PRESSURE TREATED WOOD POSTS (4" DIAMETER) ARE ALLOWED FOR TEMPORARY FENCE INSTALLATION.
 5. TEMPORARY GATE SHALL BE 12' SWING, GALVANIZED STEEL TUBE GATE.
 6. IN AREAS ADJACENT TO LIVESTOCK, TEMPORARY FENCE SHALL REMAIN IN PLACE UNTIL SEEDING HAS DEVELOPED INTO A UNIFORM STAND OF GRASS AND HAS BEEN ACCEPTED BY THE ENGINEER. FOLLOWING ACCEPTANCE, CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING TEMPORARY FENCE.
 7. TEMPORARY FENCING POSTS SHALL BE SPACED AT A MAXIMUM DISTANCE OF 96" WITH 1" STEEL POSTS AT A MAXIMUM OF 12' SPACING. 1" POSTS SHALL BE EMBEDDED A MINIMUM OF 2'-3" INTO GROUND.
 8. CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILING CONNECTION OF PROPOSED PERMANENT GATE TO EXISTING FENCE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

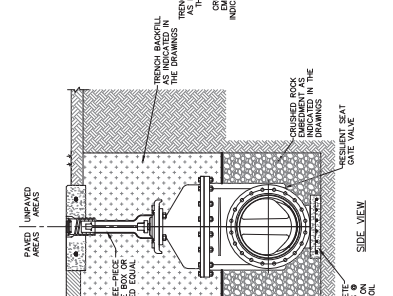
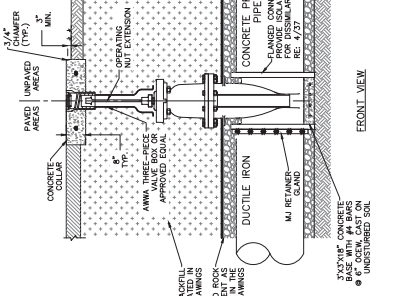
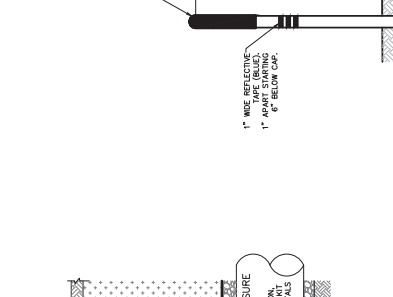
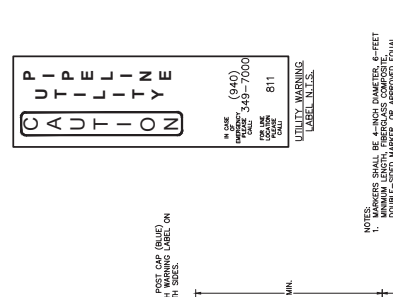
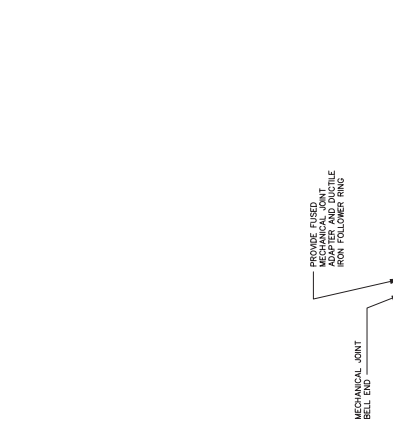
INCLUDE DETAIL 'B' HERE IN THE SELECTED PIPE MATERIAL. INSTALL AT ALL CONNECTION POINTS BACK TO EXISTING PIPES.

PROVIDE FUSED OR MECHANICAL JOINT ADAPTER AND DUCTILE IRON FOLLOWER RING

NOTES:
 1. MARKERS SHALL BE 3/4" DIAMETER, 6'-FEET HIGH, WITH DOUBLE-SEED MARKER OR APPROVED EQUAL RESISTANT DORIES (IN ACCORDANCE WITH AWWA UNIFORM COLOR CODE).
 2. MECHANICAL JOINT ADAPTER SHALL HAVE AN EXTENSION TO THE EXISTING PIPE.
 3. MEGA-LUSS AND PLAN-END HDPE PIPE ARE NOT AN ACCEPTABLE ALTERNATE.

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 1. MARKERS SHALL BE 3/4" DIAMETER, 6'-FEET HIGH, WITH DOUBLE-SEED MARKER OR APPROVED EQUAL RESISTANT DORIES (IN ACCORDANCE WITH AWWA UNIFORM COLOR CODE).
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UTILIZE DETAIL 'E' IF HOPE IS THE SELECTED PIPE MATERIAL. INSTALL AT ALL CONNECTION POINTS. PRESERVE INSTALL AT ALL DIP APPURTENANCES AND FITTINGS



NOTES:
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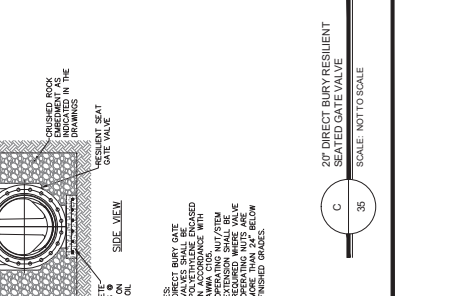
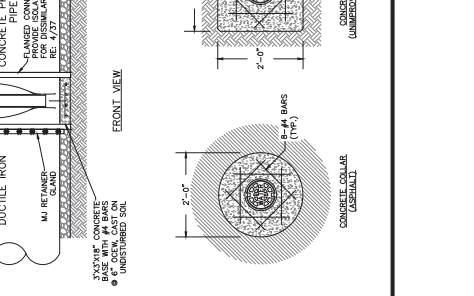
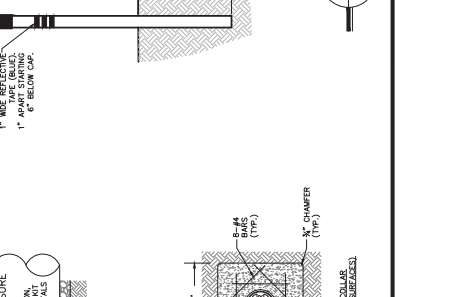
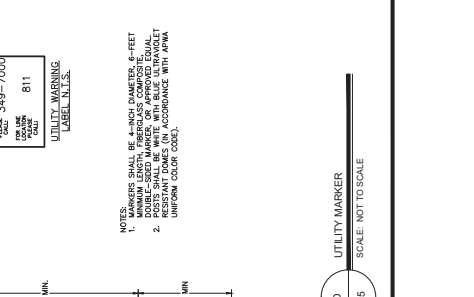
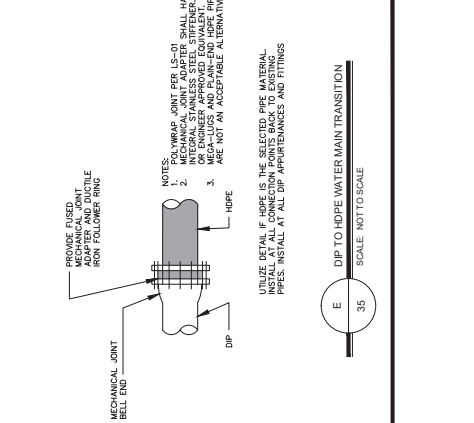
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| DATE: | JULY 2022 |
| DESIGN: | CFM |
| DRAWN: | NDCH |
| CHECKED: | JFA |
| KMA NO.: | 061024039 |

EROSION CONTROL PLAN 1

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

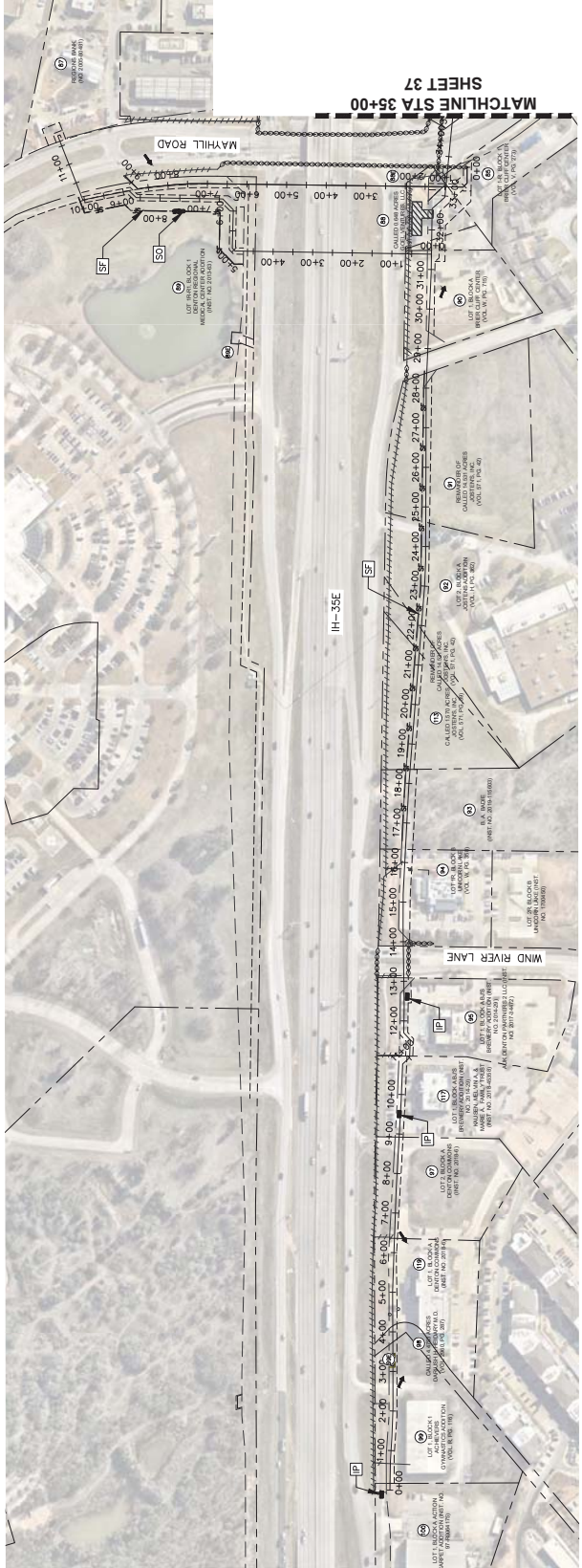
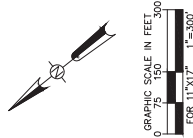
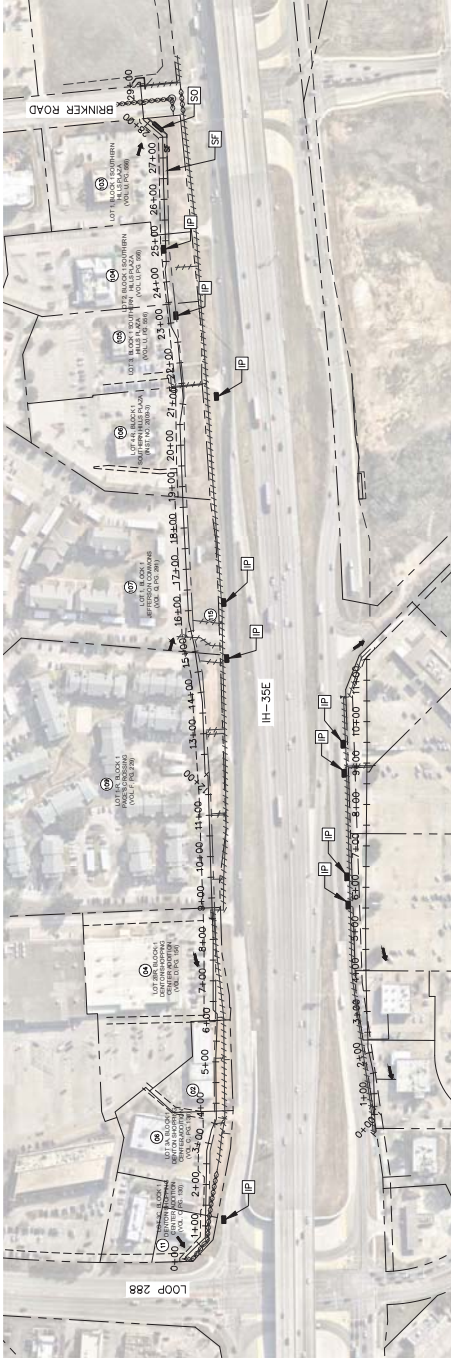
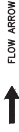


Kimley-Horn
7801 Cherry St., Suite 1300 Ft. Worth, TX 76102
Tel: 817-752-6511
Fax: 817-752-6511
Revision: _____
By: _____
Date: _____



LEGEND

- SF — SILT FENCE
RE: A/28
- SO — STONE OVERFLOW STRUCTURE
RE: B/28
- IP — INLET PROTECTION
RE: C/28



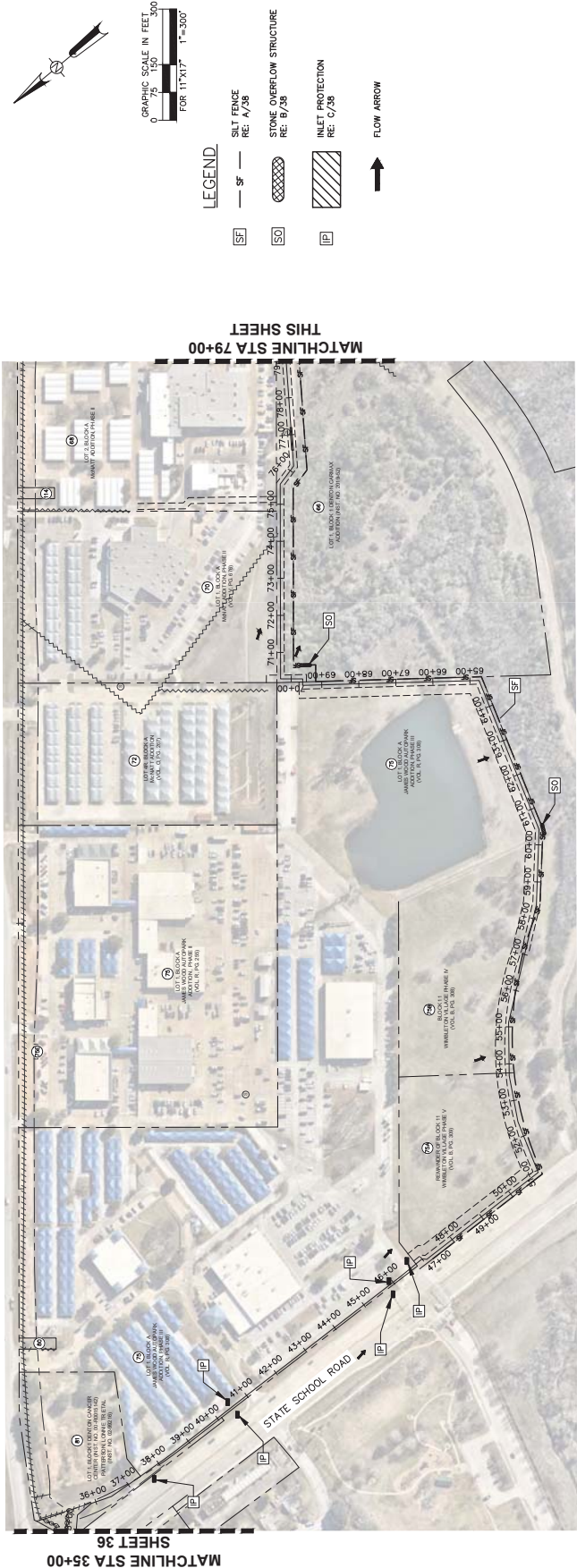
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EROSION CONTROL PLAN 2

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

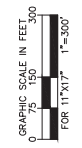
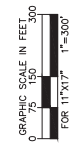
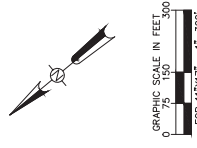


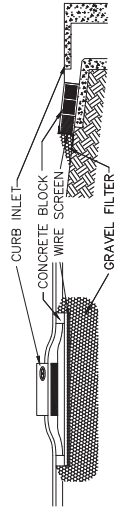
Kimley-Horn
 801 Cherry St., Suite 1300
 Fort Worth, TX 76102
 Tel: 817-335-9311
 Fax: 817-335-9311
 No. _____
 Revision _____
 By: DDE



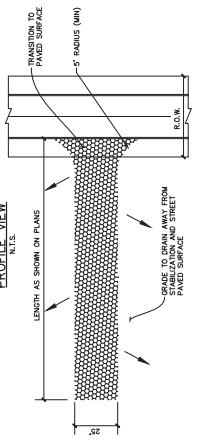
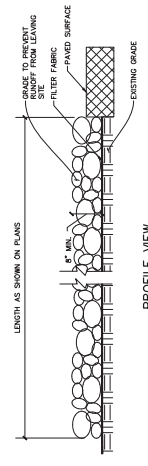
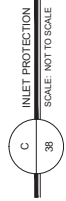
LEGEND

- SILT FENCE
REF. A/38
- STONE OVERFLOW STRUCTURE
REF. B/38
- INLET PROTECTION
REF. C/38
- FLOW ARROW

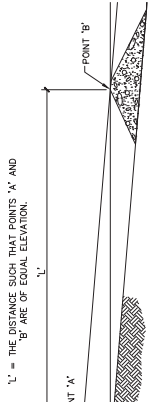
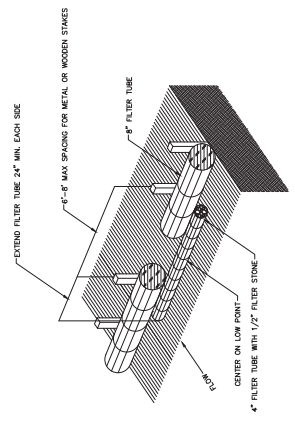




1. PLACE CONCRETE BLOCKS IN A SINGLE ROW IN FRONT OF INLET ON THEIR SIDES, WITH ENDS OF ADJACENT BLOCKS BUTTING.
2. HEIGHT OF BARRIER VARIES. USE STACKS OF 4-INCH, 8-INCH, OR 12" BLOCKS. MIN. HEIGHT OF BARRIER 12" AND MAX. HEIGHT OF 24"
3. PLACE HARDWARE CLOTH/WIRE MESH W/ MAX. 1/2" OPENINGS OVER THE AGGREGATE.
4. THE AGGREGATE SHALL BE ANY NON-ERODIBLE MATERIAL SUCH AS LOOSE SAND, GRAVEL, OR CRUSHED STONE. THE AGGREGATE SHALL BE ALLOWED TO FILTER THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET.

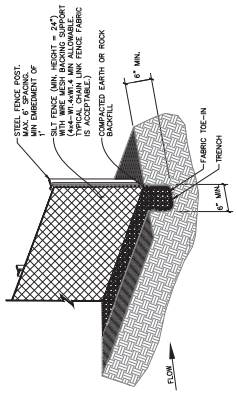
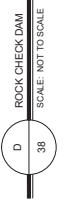


- STABILIZED CONSTRUCTION ACCESS GENERAL NOTES:**
1. STONE SHALL BE 3/8" TO 1/2" DIAMETER CRUSHED ROCK OR ACCEPTABLE EQUIVALENT.
 2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 50 FEET. THE MINIMUM LENGTH SHALL BE 50 FEET IN ALL CASES UNLESS OTHERWISE SPECIFIED.
 3. THE THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
 4. INCLUDE 1% SLOPE.
 5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT BEFORE ENTERING. THIS SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE. THE AGGREGATE SHALL BE 3/8" TO 1/2" DIAMETER CRUSHED ROCK. THE STABILIZED ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL ALLOW WATER TO PASS THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET. THIS MAY REQUIRE PERIODIC TOP PRESSING WITH AN ADDITIONAL STAKE OR TRACKED ONTO PAVED SURFACES MUST BE FOLLOWED IMMEDIATELY.
 6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL ALLOW WATER TO PASS THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET. THIS MAY REQUIRE PERIODIC TOP PRESSING WITH AN ADDITIONAL STAKE OR TRACKED ONTO PAVED SURFACES MUST BE FOLLOWED IMMEDIATELY.
 7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

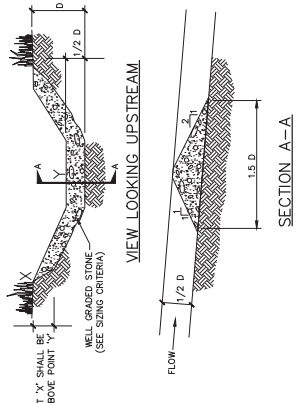


SPACING BETWEEN CHECK DAMS

- ROCK CHECK DAM GENERAL NOTES:**
1. STONE SHALL BE WELL GRADED WITH SIZE RANGE FROM 1-1/2" TO 3-1/2" INCHES IN DIAMETER DEPENDING ON EXPECTED FLOWS.
 2. THE CHECK DAM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE.
 3. THE CHECK DAM SHALL BE INSPECTED AS SPECIFIED IN THE SWPPP AND SHALL BE REPLACED WHEN THE CONSTRUCTION TRAFFIC DAMAGE ETC.
 4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE CHECK DAM ON ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.
 5. WHEN THE SITE HAS ACHIEVED FINAL STABILIZATION OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED, THE CHECK DAM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.



- SILT FENCE INSTALLATION:**
1. POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
 2. THE SILT FENCE SHALL BE INSTALLED IN A TRENCH WHICH IS 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE FLOW OF WATER UNDER THE SILT FENCE. THE TRENCH SHALL BE FILL WITH A 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE FLOW OF WATER UNDER THE SILT FENCE. THE TRENCH SHALL BE FILL WITH A 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE FLOW OF WATER UNDER THE SILT FENCE.
 3. SILT FENCE FABRIC MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE FLOW OF WATER UNDER THE SILT FENCE. THE TRENCH SHALL BE FILL WITH A 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE FLOW OF WATER UNDER THE SILT FENCE.
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 5. THE SILT FENCE SHALL BE INSTALLED IN A TRENCH WHICH IS 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE FLOW OF WATER UNDER THE SILT FENCE. THE TRENCH SHALL BE FILL WITH A 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE FLOW OF WATER UNDER THE SILT FENCE.
 6. SILT FENCE SHALL BE REMOVED WHEN FINAL STABILIZATION IS ACHIEVED OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED.
 7. THE SILT FENCE SHALL BE REMOVED AS SOON AS POSSIBLE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL EROSION.
 8. BOTH ARE REQUIRED.
 9. CONTRACTOR SHALL PREPARE STORM WATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE SPECIFICATIONS.

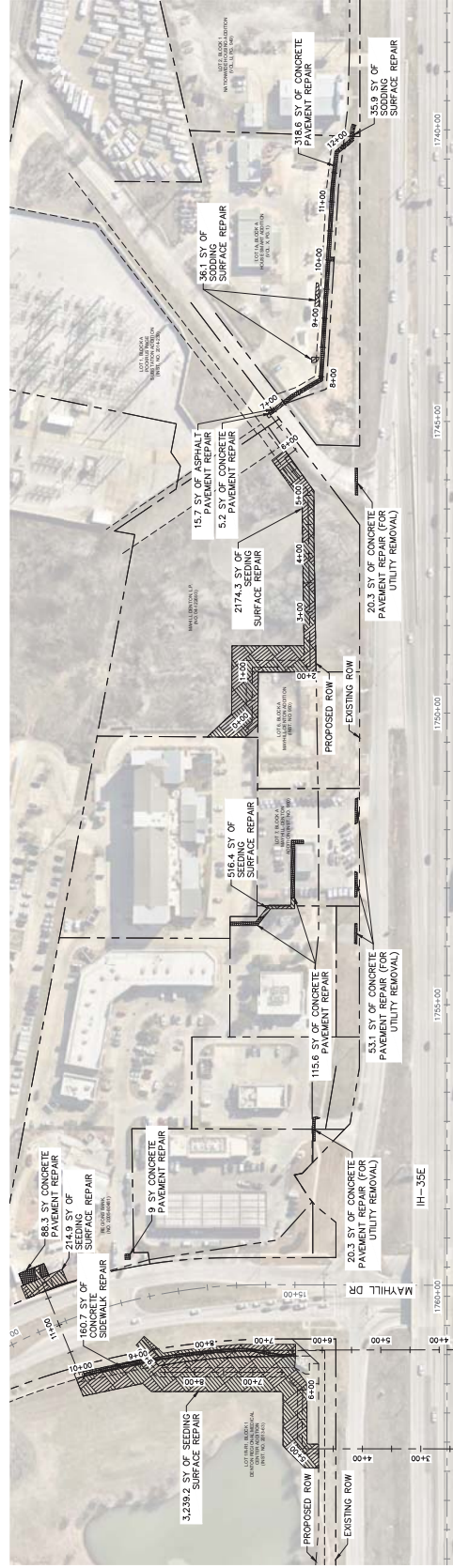
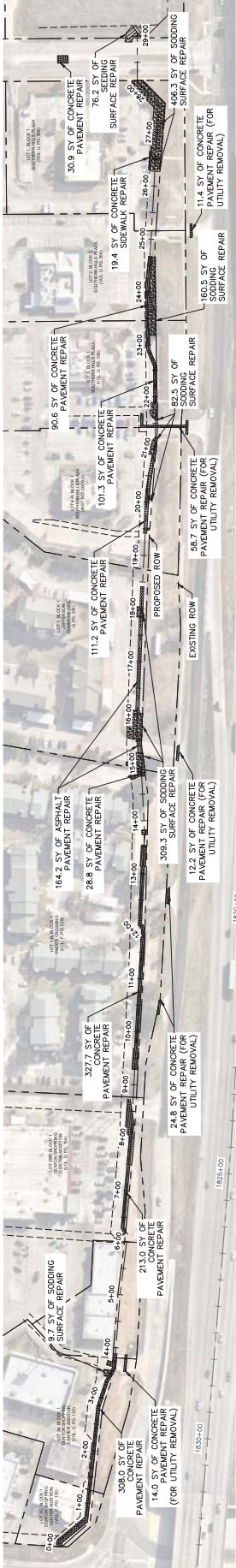
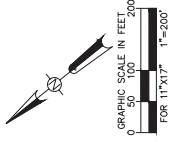


LEGEND

- ASPHALT PAVEMENT REPAIR (RE: A/35)
- CONCRETE PAVEMENT REPAIR (RE: B/35)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR

SHEET NOTES

1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS
2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION



| | |
|----------|-----------|
| DATE: | JULY 2022 |
| DESIGN: | CFM |
| DRAWN: | NDM |
| CHECKED: | JFA |
| KMA NO.: | 061024039 |

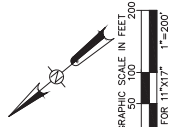
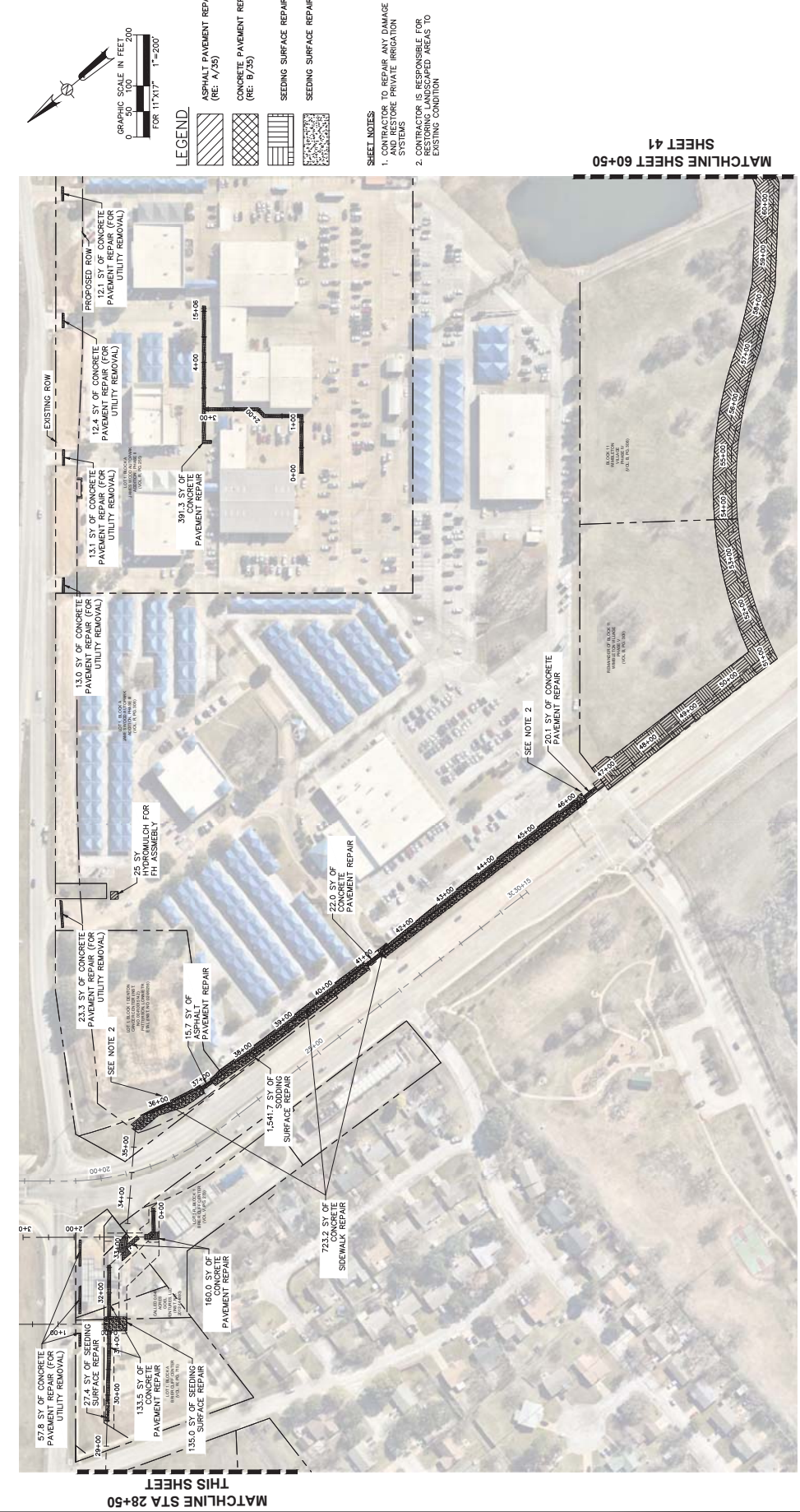
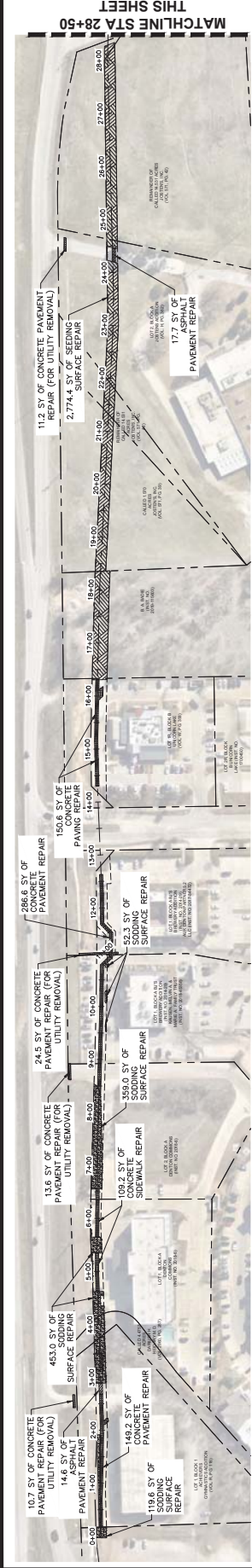
| | |
|----------|-----------|
| DATE: | JULY 2022 |
| DESIGN: | CPI |
| DRAWN: | NDOH |
| CHECKED: | JRA |
| KMA NO.: | 061024039 |



CITY OF DENTON
HI-35E MAHYLL
UTILITY RELOCATIONS

PROPOSED SURFACE REPAIR
(SHEET 2 OF 3)

| | |
|-------|----|
| SHEET | 40 |
|-------|----|



LEGEND

| | |
|--|--|
| | ASPHALT PAVEMENT REPAIR (RE: A/35) |
| | CONCRETE PAVEMENT REPAIR (RE: C/35) |
| | SEEDING SURFACE REPAIR |
| | SEEDING SURFACE REPAIR |

- SHEET NOTES:**
- CONTRACTOR TO REPAIR ANY DAMAGE TO SYSTEMS BEFORE PRIVATE REGRASSING
 - CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION

| | |
|----------|-----------|
| DATE: | JULY 2022 |
| DESIGN: | CPL |
| DRAWN: | NDCH |
| CHECKED: | JRA |
| KHA NO.: | 0610ZK039 |



| | | | |
|-----|----------|----|------|
| NO. | REVISION | BY | DATE |
| 01 | | | |
| 02 | | | |
| 03 | | | |
| 04 | | | |

Kimley-Horn
801 Cherry St., Suite 1200
Fort Worth, TX 76102
Tel: 817-735-4371
Fax: 817-735-4372

LEGEND

| | |
|--|--|
| | ASPHALT PAVEMENT REPAIR (RE: A/25) |
| | CONCRETE PAVEMENT REPAIR (RE: B/25) |
| | SEEDING SURFACE REPAIR |
| | SEEDING SURFACE REPAIR |

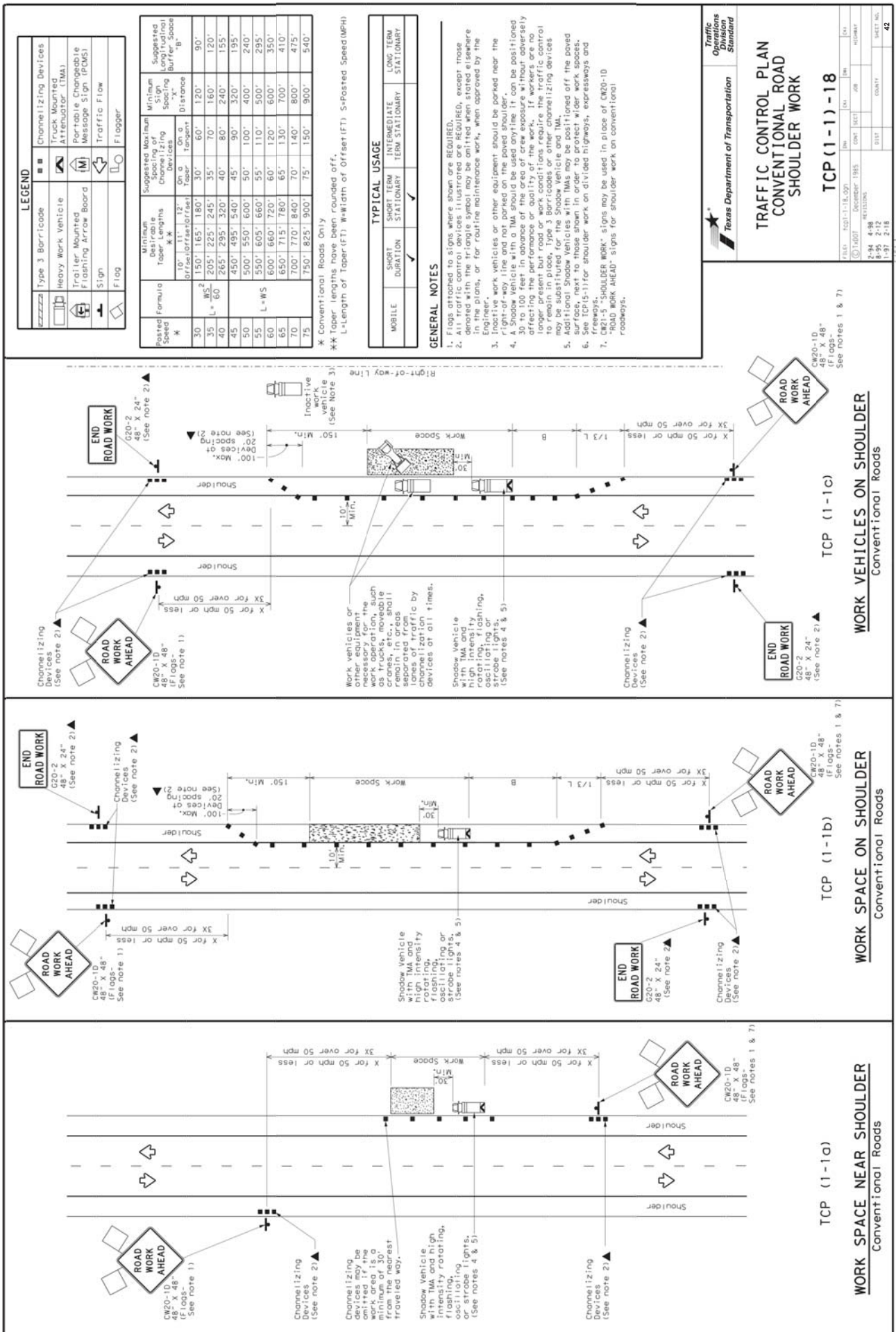
SHEET NOTES:

- CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS
- CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION

GRAPHIC SCALE IN FEET
FOR 11"x17" 1"=200'



**MATCHLINE STA 60+50
SHEET 40**



LEGEND

| | |
|--------------------------------------|---|
| Type 3 Barricade | Channelizing Devices |
| Heavy Work Vehicle | Truck Mounted Attenuator (TMA) |
| Trailer Mounted Flashing Arrow Board | Portable Changeable Message Sign (PCMS) |
| Sign | Traffic Flow |
| Flag | Flagger |

| Posted Speed | Minimum Taper Lengths | Suggested Maximum Spacing of Channelizing Devices | Minimum Spacing of Sign Posts | Suggested Longitudinal Buffer Space |
|--------------|-----------------------|---|-------------------------------|-------------------------------------|
| 30 | 100' | 11' - 12' | On a Taper | 120' |
| 35 | 150' | 165' | 30' | 120' |
| 40 | L=WS | 205' | 225' | 180' |
| 45 | L=WS | 265' | 295' | 240' |
| 50 | L=WS | 320' | 360' | 300' |
| 55 | L=WS | 380' | 430' | 360' |
| 60 | L=WS | 440' | 500' | 420' |
| 65 | L=WS | 500' | 570' | 480' |
| 70 | L=WS | 560' | 640' | 540' |
| 75 | L=WS | 620' | 710' | 600' |

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

| MOBILE | SHORT TERM | INTERMEDIATE TERM | LONG TERM |
|----------|------------|-------------------|------------|
| DURATION | STATIONARY | STATIONARY | STATIONARY |
| ✓ | ✓ | ✓ | ✓ |

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- Channelizing devices with TMA and high intensity flashing or oscillating or strobe lights, (See notes 4 & 5).
- Inactive work vehicles or other equipment should be parked near the work area.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control devices to remain in place, the Shadow Vehicle and TMA should be positioned for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
- "ROAD WORK AHEAD" signs may be used in place of CB20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation
 Traffic Operations Division
 Standard

**TRAFFIC CONTROL PLAN
 CONVENTIONAL ROAD
 SHOULDER WORK**

TCP (1-1) - 18

FILED: 12/11/18, 2000
 DATE: December 1985
 COUNTY: 1-97 2-18
 SHEET NO.: 42

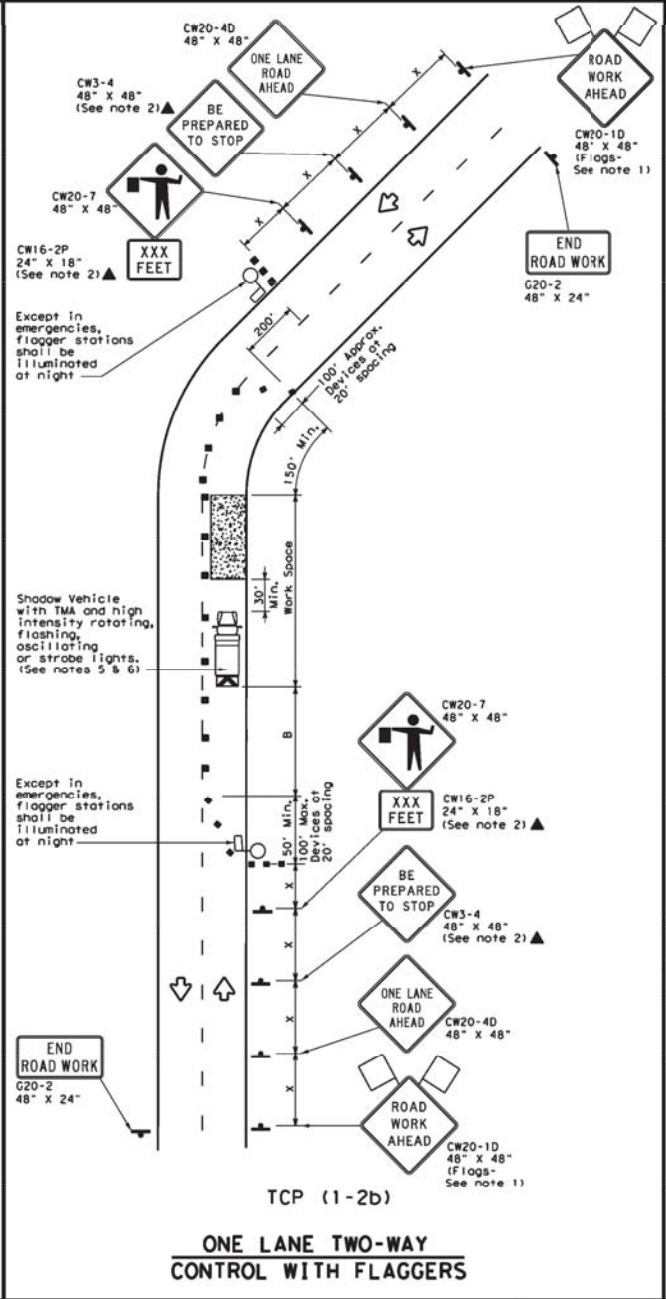
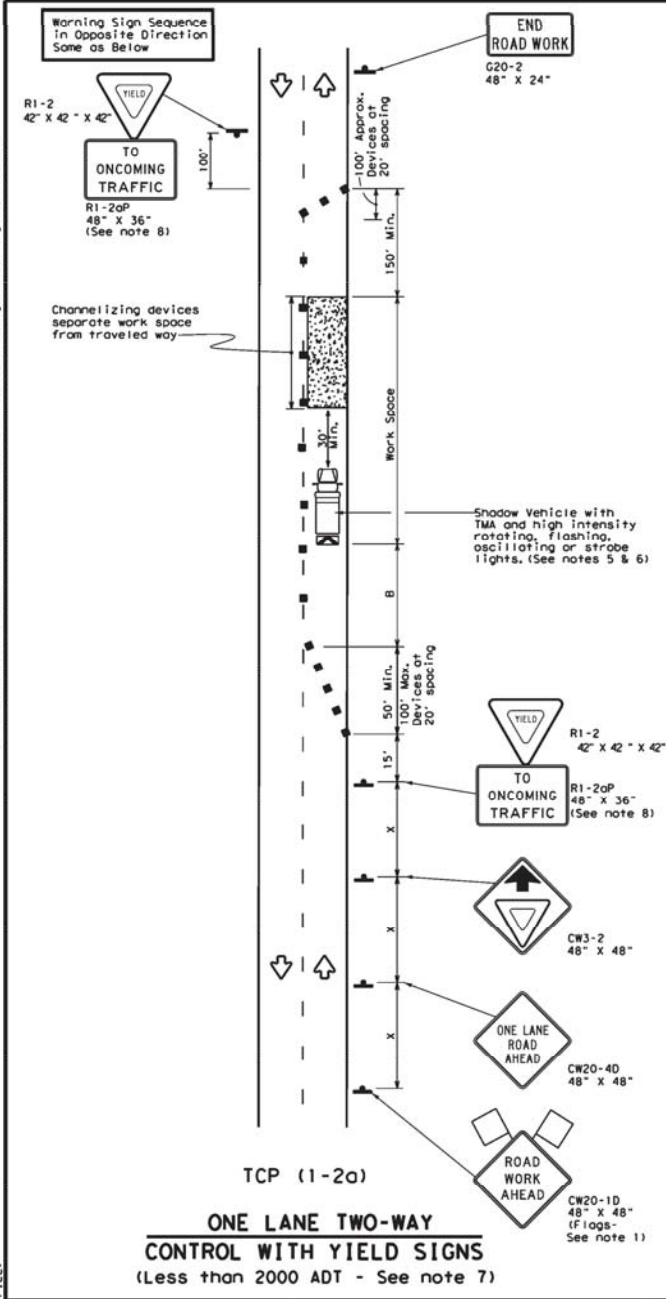
TCP (1-1C)
 WORK VEHICLES ON SHOULDER
 Conventional Roads

TCP (1-1B)
 WORK SPACE ON SHOULDER
 Conventional Roads

TCP (1-1A)
 WORK SPACE NEAR SHOULDER
 Conventional Roads

DISCLAIMER: This standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



LEGEND

| | | | |
|--|--------------------------------------|--|---|
| | Type 3 Barricade | | Channelizing Devices |
| | Heavy Work Vehicle | | Truck Mounted Attenuator (TMA) |
| | Trailer Mounted Flashing Arrow Board | | Portable Changeable Message Sign (PCMS) |
| | Sign | | Traffic Flow |
| | Flagger | | |

| Posted Speed # | Formula | Minimum Desirable Taper Lengths # X | | | Suggested Maximum Spacing of Channelizing Devices | | Minimum Sign Spacing "A" Distance | Suggested Longitudinal Buffer Space "B" | Stopping Distance |
|----------------|----------|-------------------------------------|------------|------------|---|--------------|-----------------------------------|---|-------------------|
| | | 10' Offset | 11' Offset | 12' Offset | On a Taper | On a Tangent | | | |
| 30 | L = WS/2 | 150' | 165' | 180' | 30' | 60' | 120' | 90' | 200' |
| 35 | L = WS/2 | 205' | 225' | 245' | 35' | 70' | 160' | 120' | 250' |
| 40 | L = WS/2 | 265' | 295' | 320' | 40' | 80' | 240' | 155' | 305' |
| 45 | L = WS/2 | 450' | 495' | 540' | 45' | 90' | 320' | 195' | 360' |
| 50 | L = WS/2 | 500' | 550' | 600' | 50' | 100' | 400' | 240' | 425' |
| 55 | L = WS/2 | 550' | 605' | 660' | 55' | 110' | 500' | 295' | 495' |
| 60 | L = WS/2 | 600' | 660' | 720' | 60' | 120' | 600' | 350' | 570' |
| 65 | L = WS/2 | 650' | 715' | 780' | 65' | 130' | 700' | 410' | 645' |
| 70 | L = WS/2 | 700' | 770' | 840' | 70' | 140' | 800' | 475' | 730' |
| 75 | L = WS/2 | 750' | 825' | 900' | 75' | 150' | 900' | 540' | 820' |

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

| MOBILE | SHORT DURATION | SHORT TERM STATIONARY | INTERMEDIATE TERM STATIONARY | LONG TERM STATIONARY |
|--------|----------------|-----------------------|------------------------------|----------------------|
| | ✓ | ✓ | | |

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
 - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or RI-2 "YIELD" sign is less than 1500 feet.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)**
- RI-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
 - RI-2 "YIELD" sign with RI-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
 - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
 - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation
 Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP (1-2) - 18

| | | | | | |
|---------------------|---------------------|---------------|--------------|-------------|------------|
| FILE: tcp1-2-18.dgn | DATE: December 1985 | DESIGNER: [] | CHECKER: [] | INCHES: [] | SCALE: [] |
| REVISIONS | NO. 1 | DATE | BY | REASON | |
| 4-90 | 4-98 | | | | |
| 2-94 | 2-12 | | | | |
| 1-97 | 2-18 | | | | |

SHEET NO. 43

City of Denton

Reimbursable Cost Estimate

| | |
|---|-------------------------|
| Client: City of Denton | Date: 10/21/2022 |
| Project: IH35E Mayhill from Loop 288 to Post Oak - Utility Relocations | Prepared By: CPI |
| KHA No.: 061024039 | Checked By: JRA |

| |
|--|
| Title: Wastewater Cost Projection Summary |
|--|

| Project Description | | | Total |
|--|-------|--------|-----------------------|
| Wastewater Relocations | 1 | EA | \$36,000 |
| Reclaimed Water Line Relocations (Drawing Sheets 27) | 926 | LF | \$1,393,220 |
| Utility Abandonments | 1,429 | LF | \$80,787 |
| <u>Construction Total</u> | | | \$1,510,007 |
| Property Acquisition for Proposed Easements | 1 | parcel | \$17,102.40 |
| Property Acquisition Consultant Services (Task 11 in Kimley-Horn Contract Attached) | | | \$27,700.00 |
| Engineering (Contract Attached) (includes design, survey, CA, permitting, geotech and SUE)) | | | \$61,000.00 |
| City Staff Time (backup estimate provided) | | | \$9,015 |
| <u>Combined Total</u> | | | \$1,624,824.40 |
| <u>Total Reimbursable Amount:</u> | | | \$1,624,824.40 |

Basis for Cost Projection:

- No Design Completed
 Preliminary Design
 Final Design

ACTUAL BID TABULATION PROVIDED AS BACKUP

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

SECTION 00 42 43 - UNIT PRICE BID FORMPROJ.: **IH-35E - Mayhill Utility Relocations**IFB: **7968-001**

City of Denton Capital Projects From: Mountain Cascade of Texas, LLC
 901-B Texas Street 5340 East US Highway 67
 Denton, TX 76209 Alvarado, TX 76009
 Attn: Cori Power/Purchasing Dept. Andrew L. McCulloch
 817-783-3094
amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

| Item No. | COD SPEC | Description of work | BID QTY | UOM | Unit Price | Extended Price |
|--|-------------------|---|---------|-----|--------------|---------------------|
| Unit II - WASTEWATER IMPROVEMENTS | | | | | | |
| 73a | 33 14 14 | 3314.222 - 20" HDPE Pressure Pipe, Water (Purple in Color) | 331 | LF | \$ 540.00 | \$ 178,740.00 |
| 74a | 33 05 15,33 14 14 | 3305.110 - 20" HDPE Water Carrier Pipe | 595 | LF | \$ 180.00 | \$ 107,100.00 |
| 75 | 33 05 07 | 3305.040 - 48" Casing or Tunnel Liner Plate by Other Than Open Cut* | 595 | LF | \$ 1,600.00 | \$ 952,000.00 |
| 76 | 33 14 20 | 3314.3xx - 18" Gate Valve* | 1 | EA | \$ 75,000.00 | \$ 75,000.00 |
| 77 | 33 14 25 | 3314.395 - 18" Water Main Connection with Shutdown | 2 | EA | \$ 20,000.00 | \$ 40,000.00 |
| 78 | 33 05 05 | 3305.021 - Trench Safety | 331 | LF | \$ 1.00 | \$ 331.00 |
| 79 | 32 93 00 | 3293.016 - Seeding | 519 | SY | \$ 1.00 | \$ 519.00 |
| 80 | 32 12 16 | 3216.005 - 4" Concrete Sidewalk* | 161 | SY | \$ 130.00 | \$ 20,930.00 |
| 81 | 32 01 29 | 3201.013 - Concrete Paving Repair for Utility Trench* | 93 | SY | \$ 200.00 | \$ 18,600.00 |
| 82 | 33 01 12 | 3301.059 - Manhole Adjustment, Major | 1 | EA | \$ 4,000.00 | \$ 4,000.00 |
| 83 | 32 01 29 | 3305.145 - Concrete Collar* | 1 | EA | \$ 2,000.00 | \$ 2,000.00 |
| 84 | 33 01 12 | 3305.126 - 4' Concrete Manhole* | 1 | EA | \$ 30,000.00 | \$ 30,000.00 |
| 85 | 02 41 14 | 0241.036 - Remove 18" Utility Line | 238 | LF | \$ 110.00 | \$ 26,180.00 |
| 86 | 02 41 14 | 0241.017 - Grout Fill 18" Utility Line | 637 | LF | \$ 37.00 | \$ 23,569.00 |
| 87 | 02 41 14 | 0241.062 - Remove 18" Water Valve | 1 | EA | \$ 1,000.00 | \$ 1,000.00 |
| 88 | 02 41 14 | 0241.053 - Utility Line Plugging (Sanitary Sewer) | 3 | EA | \$ 4,000.00 | \$ 12,000.00 |
| 89 | 02 41 14 | 0241.011 - Grout Fill 8" Utility Line (Sanitary Sewer) | 554 | EA | \$ 17.00 | \$ 9,418.00 |
| 90 | 02 41 14 | 0241.013 - Grout Fill 12" Utility Line (Sanitary Sewer) | 151 | EA | \$ 20.00 | \$ 3,020.00 |
| 91 | 02 41 14 | 0241.050 - Remove 4' Utility Manhole | 2 | EA | \$ 2,800.00 | \$ 5,600.00 |
| TOTAL BID AMOUNT (Unit II): \$ | | | | | | 1,510,007.00 |

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

END BID ITEMS

IH-35E - Mayhill Utility Relocations
IFB: 7968-001

Mountain Cascade of Texas, LLC

City of Denton Utility Easements Appraisals

| Denton CAD No. | TxDOT Parcel No. | Property Owner | LF of Easement Acquisition | | Total (SF) | Anticipated Fee Price/SF | | Total Easement Value | | LF of Easement Acquisition | | Total (SF) | Anticipated Fee Price/SF | | Total Easement Value | | Title Policy Fee | Appraised Value | Total Cost to City |
|----------------|------------------|---|----------------------------|---------------------------------|------------|--------------------------|---------------------------------|----------------------|---------------------------------|----------------------------|---------------------------------|------------|--------------------------|---------------------------------|----------------------|-------------|------------------|-----------------|--------------------|
| | | | Permanent | Temporary Construction Easement | | Permanent | Temporary Construction Easement | Permanent | Temporary Construction Easement | Permanent | Temporary Construction Easement | | Permanent | Temporary Construction Easement | | | | | |
| 259376 | 85 | CB Green Investments, L.L.C., a Texas limited liability company | 55.00 | 20 | 1,770.00 | \$9.00 | \$15,930.00 | \$9.00 | \$15,930.00 | 25 | 249.00 | \$3.60 | \$896.40 | \$276.00 | \$16,826.40 | \$17,102.40 | | | |
| Total | | | 55.00 | 20 | 1,770.00 | \$9.00 | \$15,930.00 | \$9.00 | \$15,930.00 | 25 | 249.00 | \$3.60 | \$896.40 | \$276.00 | \$16,826.40 | \$17,102.40 | | | |

Total with Permanent, Temporary Easements and Title:

\$17,102.40

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Jul 1, 2019

General Project Information

Client: City of Denton
 Project: IH-35E-Mayhill-Utility Relocations
 KHA No. 0610240xx
 PM: Chris Igo


| Task Budget Summary | | Task 700 | | Task 888 | | |
|---------------------|-----------------------|------------|------------------|------------------|-----------------|------------------|
| No. | Task Name | Hours | Labor | Expenses | Office Exp. | Subtotal |
| 100 | Design Mgmt | 18 | \$ 4,400 | | \$ 300 | \$ 4,700 |
| 200 | Align Routing-Esmt ID | 22 | \$ 4,900 | | \$ 300 | \$ 5,200 |
| 201 | Prelim Design | 72 | \$ 16,300 | | \$ 800 | \$ 17,100 |
| 202 | Final Design | 35 | \$ 7,600 | | \$ 400 | \$ 8,000 |
| 203 | Contract Docs | 6 | \$ 1,300 | | \$ 100 | \$ 1,400 |
| 204 | Bidding Services | 8 | \$ 1,700 | | \$ 100 | \$ 1,800 |
| 205 | CCA | 27 | \$ 5,800 | | \$ 300 | \$ 6,100 |
| 206 | Record Drawings | 5 | \$ 900 | | \$ 100 | \$ 1,000 |
| 207 | Permitting | 12 | \$ 2,500 | | \$ 200 | \$ 2,700 |
| 208 | Survey and Easements | 75 | \$ 12,400 | | \$ 600 | \$ 13,000 |
| 209 | Easement Acquisition | | | \$ 27,700 | | \$ 27,700 |
| 210 | Conflict Analysis | | | | | |
| 777 | Contingency | | | | \$ - | |
| TOTALS: | | 280 | \$ 57,800 | \$ 27,700 | \$ 3,200 | \$ 88,700 |

| Subconsultant Summary | | | | |
|-----------------------|-----------|-------------|------------|-------------|
| Task No. | Task Name | Cost | Multiplier | Subtotal |
| | | | | |
| | | | | |
| | | | | |
| TOTALS: | | \$ - | - | \$ - |

| Project Budget Summary | | |
|------------------------|-----------|---------------|
| Labor: | \$ | 57,800 |
| Expenses: | \$ | 30,900 |
| TOTAL: | \$ | 88,700 |



I-35E Project - City Staff Estimate (wastewater)

| Employee Name | Title | Hours | Hourly Rate | Total |
|---------------|---------------|-------|-------------|---|
| | Engineer(s) | 40 | \$ 50.00 | \$ 2,000.00 |
| | Admin(s) | 15 | \$ 35.00 | \$ 525.00 |
| | Inspector(s) | 200 | \$ 30.00 | \$ 6,000.00 |
| | Supervisor(s) | 7 | \$ 70.00 | \$ 490.00 |
| Sum Total | | | | \$  9,015.00 |


Attachment "B" Accounting Method

Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

 ^{DS}
DP
1/17/2023

Date
TxDOT

 12/7/22


Initial Date
Utility


Attachment "C" Schedule of Work

Estimated Start Date: 01/16/23, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 240

Estimated Completion Date: 09/13/23

 ^{DS}
DP
1/17/2023
Date
TxDOT


Initial
12/7/22
Date
Utility

Attachment "D" Statement Covering Contract Work


(ROW-U-48)
(ROW-U-48-1, if applicable)


Construction Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).
- TxDOT will procure utility consultant.

 DP 1/17/2023
Initial Date
TxDOT

 12/7/22
Initial Date
Utility



DocuSign City Council Transmittal Coversheet

| | |
|--------------------------|-------------------------------|
| PSA | 6590-084 |
| File Name | Mayhill I35E Utility Location |
| Purchasing Contact | Jane Rogers |
| City Council Target Date | January 14, 2020 |
| Piggy Back Option | Not Applicable |
| Contract Expiration | N/A |
| Ordinance | 20-040 |

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES #6590-084

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Kimley-Horn and Associates, Inc., with its corporate office at 801 Cherry Street, Unit 11 Suite 950, Fort Worth, Texas 76102 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: engineering services for the design and construction phase services for the IH-35E-MAYHILL – UTILTIY-RELOCATIONS (the "PROJECT").

SECTION 1 **Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$922,800 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment D to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 **Obligations of the Engineer**

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers

practicing in the same or similar locality and under the same or similar circumstances and professional license; and

- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their

employees in connection with their work or any health or safety precautions.

- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has

progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.
- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of

the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

- a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
 - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
 - ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

- c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.
 - i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.
- d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent

to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment D to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents

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 AGREEMENT.

- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment D.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

- (1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."
- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
- b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition On Contracts With Companies Boycotting Israel

ENGINEER acknowledges that in accordance with Chapter 2270 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, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (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.

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

Section 2252 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, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER, pursuant to Chapter 2252, 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.

N. 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/whatsnew/elf_info_form1295.htm
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 with the contract number in the subject line. (EX: Contract 1234 – 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.

O. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Scope of Services
- Attachment B – Compensation
- Attachment C – Changes and Amendments to Standard Agreement
- Attachment D – Project Schedule
- Attachment E – Project Location Map

These documents make up the AGREEMENT 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 AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

Duly executed by each party's designated representative to be effective on the date subscribed by the City Manager.

BY:
CITY OF DENTON, TEXAS

BY:
ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Todd Hileman
TODD HILEMAN, CITY MANAGER

DocuSigned by:
Glenn Gary
GLENN GARY
SR. VICE PRESIDENT

Date: 1/15/2020

Date: 12/10/2019

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

2019-565945
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

DocuSigned by:
Frank Pugzley
Signature

Water and Wastewater Utilities Director

Title

water Utilities

Department

Date Signed: 12/10/2019

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: *Mack Peinward*

ATTEST:
ROSA RIOS, CITY SECRETARY

By: *Rosa Rios*

ATTACHMENT "A"

Scope for Engineering Design Related Services for:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the IH-35E-MAYHILL - UTILITY-RELOCATIONS.

Project Understanding

ENGINEER will provide engineering design services for the following tasks:

The relocations of approximately 14,000 linear feet of 20-inch through 8-inch water main, 1,500 linear feet of 18-inch reclaimed water line, and 500 feet of gravity sewer line from Loop 288 to Post Oak Road along the north and south frontage roads of IH-35E. The relocations are necessary due to the CSJ 0196-01-109 Mayhill Bridge and frontage road expansion planned by TxDOT. All proposed relocations will be placed back in easement, except for lines that cross IH-35E or Mayhill Road. There are approximately 1,000 linear feet of proposed trenchless bores/tunneling.

ENGINEER's scope of services is as follows:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

- Task 1 – Design Management
- Task 2 – Alignment Study
- Task 3 – Preliminary Design
- Task 4 – Final Design
- Task 5 – Construction Contract Documents
- Task 6 – Bid Phase Services
- Task 7 – Construction Phase Services
- Task 8 – Record Drawings Preparation
- Task 9 – Permitting
- Task 10 – Survey and Easements
- Task 11 – Easement Acquisition Services

IH-35 - UTILITY-RELOCATIONS

- Task 12 – Conflict Analysis

Task 1 DESIGN MANAGEMENT

A. Project Management

1. Develop project communication plan.
 - a. Develop project contact list.
 - b. Prepare and e-mail progress reports to the project team once a month to be included with invoices. 24 months is assumed.
 - c. Prepare project schedule and provide schedule updates if the schedule changes.
2. Meetings
 - a. Prepare for and attend kickoff meeting.
 - b. Prepare meeting notes and distribute to the City.
3. Sub-consultant Agreement Preparation
 - a. Prepare and execute up to five (5) subconsultant agreements.

Task 2 – ALIGNMENT STUDY

A. Preliminary Investigation

1. Data Collection and Record Research
 - b. Gather existing survey and topographic data
 - c. Gather existing aerial photographs.
 - d. Gather existing water, sanitary sewer, and storm sewer record drawings.
 - e. Gather existing paving plans.
 - f. Gather existing development plans.
 - g. Gather existing plat information.
 - h. Collect property owner and record information
 - i. Gather existing right-of-way and easement information.
 - j. Gather existing franchise utility record information.
2. Site Investigation
 - a. Walk general alignment.
 - b. Document alignment corridor with photographs.
 - c. Identify potential alignment, conflicts and issues.
3. Data Review with City
 - a. Meet with City to review accuracy of record information.
 - b. Interview City staff concerning historical, existing and future City plans along the alignment.

B. Prepare Alternate Alignment Technical Memorandum.

1. Analysis of alternate alignments indicating merits and challenges for each, and including the following considerations:
 - a. Easement acquisition schedule and cost impacts.
 - b. Existing development impacts.
 - c. Existing potential horizontal and vertical conflicts.
 - d. Accessibility for maintenance.
 - e. Prepare opinions of probable construction cost for each alignment. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

C. Deliverables

1. Digital .PDF copy of draft and final technical memorandum.

D. Meetings

1. Conduct one (1) review meeting with City.
2. Revise memorandum based on City comments.

Task 3 – PRELIMINARY DESIGN**A. Design Survey**

1. Utility and Property Owner Coordination
 - a. Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
2. Design Survey
 - a. The limits of the survey shall be a 100-foot wide alignment generally along IH-35E, and along Mayhill Road as shown on the Project Location Map. There are two location of offsite alignment that will require easement along the backside of properties adjacent to IH-35E. The topographic survey will be approximately 15,000 linear feet.
 - b. Establish up to ten (10) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
 - c. Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project, as well as tie into the TxDOT control.

- d. Perform a field survey to identify and locate all existing topographic elements within the alignment corridor including, but not limited to, the following:
 - i. Property pins
 - ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - iii. Lane Striping (where applicable)
 - iv. Driveways
 - v. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 - vi. Culverts and bridges
 - vii. Guardrail
 - viii. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - ix. Traffic signal poles, cabinets, and other signal equipment
 - x. Signs (excluding temporary signs)
 - xi. Trees, 6-inch caliper and up (center of trunk as well as dripline)
 - xii. Buildings
 - xiii. Retaining walls
 - xiv. Fence limits and material types
 - xv. Other applicable physical features that could impact design:
 - a) Field ties to the existing edge of pavement on Mayhill Road and Interstate Hwy 35.
 - b) Field sketches of utility manholes and structures.
 - c) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

B. Geotechnical Engineering

1. Perform a geotechnical analysis of the alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:
 - a. Subsurface exploration including up to ten (10) sample bores varying 30 feet depending upon location.
 - b. Laboratory tests for classification purposes and strength characteristics.
 - c. Engineering services that address the following:

- i. soil and groundwater conditions
 - ii. Comments on general excavatability of soils and shale encountered
 - iii. Recommendations for pipe installation, including bedding and backfill
 - iv. Recommendations for tunneling operations
2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

C. Subsurface Utility Engineering (SUE)

1. Level A investigation of existing water line connection point, and potential crossing utilities. The Level A investigation shall consist of performing up to four (4) level A testholes or “locates” of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.

D. Preliminary Water Line Design

1. Visit the site to perform field verification of the survey.
2. Preliminary plan and profile drawings preparation for approximately 8,000 linear feet of 20-inch water line, 1,500 linear feet of 12-inch water line, 3,800 linear feet of 8-inch water line, 500 feet of gravity sanitary sewer, and 1,500 linear feet of 18-inch reclaimed water line.
 - a. Prepare (22"x34") plan and profile drawings at 1"=20' horizontal and 1"=8' vertical scale.
 - b. Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
 - c. Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length and construction method.
 - d. Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.
 - e. Prepare preliminary water line details, including connection details.
 - f. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.
 - g. Perform one (1) site visit to verify preliminary design.
3. Preliminary Traffic Control and Detour Plan Preparation.

- a. City and TxDOT typical traffic control details will be included as required.
4. Franchise Utility Coordination
 - a. Provide one set of drawings to each franchise utility encountered for their review. Request each franchise to mark up the drawings to show the size, type, and location of their utilities.
 - b. Coordinate with franchise utilities if any relocations are required. Notify City if any relocations will be required.
5. Prepare preliminary general notes and details, including City Standard Details where applicable.
6. Prepare preliminary technical specifications utilizing City Standard Specifications, and any special specifications.
7. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.
 - a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

E. Deliverables

1. Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - i. Preliminary design plans (22"x34")
 - ii. Preliminary technical specifications
 - iii. Opinion of probable construction cost

F. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.
3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 4 – FINAL DESIGN

A. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to thirty-five (35) permanent water line easements and up to thirty-five (35) temporary construction easements (which may be shown on the permanent easement document).
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

B. Final Design

1. Incorporate the preliminary design submittal review comments (one (1) round of comments is anticipated in proposed effort).
2. Prepare updated opinion of probable construction cost.
 - a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
3. Incorporate franchise utility investigation information
4. Incorporate details and technical specifications.
5. Prepare surface repair sheets and details as necessary.
6. Prepare final abandonment layout sheet and letter for TxDOT submittal.
7. Prepare Project Manual using City Standard Construction Contract Documents.

C. Deliverables:

1. Final Design Submittal (95%)
 - a. Submit four (4) copies to the City for review and comment.
 - b. Submittal shall include the following:
 - i. Final design drawings
 - ii. Final design project manual
 - iii. Opinion of probable construction cost

D. Meetings

1. One (1) meeting with City to review Final Design Submittal.

Task 5 – CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Incorporate City comments from 95% design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.

B. Deliverables:

1. Construction Contract Documents Submittal
 - a. Submit four (4) copies to the City for bidding.
 - b. Submittal shall include the following:
 - i. Bid drawings
 - ii. Bid project manual
 - iii. Opinion of probable construction cost

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
 - a. Preparation of addenda and delivery to City for distribution to plans holders.
 - b. Responses to questions submitted by plans holders.
 - c. Attend bid opening facilitated by City.
 - d. Preparation of bid tabulation.
 - e. Preparation of recommendation of award letter.
4. Conformance plans and specifications
 - a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
 - i. Provide up to four (4) sets to City for execution.

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
 - a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
 - a. Visit the construction site up to twelve (12) times during construction to perform construction observation. 12 months construction time is assumed.
 - b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
 - c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
3. Recommendations with Respect to Defective Work
 - a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
 - a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
 - a. Recommend change orders to City, as appropriate.
 - b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples
 - a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to

submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

7. Substitutes and “or-equal”

- a. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- b. Provide recommendations to City

8. Inspections and Tests

- a. Review certificates of inspections and tests within ENGINEER’s area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

9. Disagreements between City and Contractor

- a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor’s work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

10. Final Walkthrough and Punchlist Preparation

- a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
 - i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

- b. Compile punch list from information gathered during final walkthrough with City and Contractor.

Task 8 – RECORD DRAWINGS

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
 - a. (1) Mylar hardcopy full-size (22"x34")
 - b. PDF electronic copy

Task 9 – PERMITTING

A. Permitting

1. The City will be responsible for administration of TxDOT UIR permits. The ENGINEER will prepare exhibits for permit submittal.
2. The ENGINEER will aid the City in coordinating the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.

Task 10 – SURVEY AND EASEMENTS

A. Survey and Easements

1. See components of Task 3 and Task 4.

Task 11 – EASEMENT ACQUISITION SERVICES

A. Easement Acquisition Services

ENGINEER will perform the following services for this task:

1. Provide appraisals for proposed easements on up to twenty-five (25) parcels for the proposed lines. Appraisals will be approved by the City prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.

2. Provide property negotiation services for up to twenty-five (25) parcels for the proposed line as follows:
3. The offer to purchase the properties will be based on the appraisals as indicated above. The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
4. ENGINEER's Real Estate Agent will negotiate on behalf of the City and utilize conveyance documents and other necessary forms as prescribed by the City. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the City. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.
5. The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.
6. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City's ratification and for returning the ratified M/A to ENGINEER's Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.
7. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.
8. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the City through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the City and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance

between the City and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the City, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the City. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.

9. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.
10. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.
11. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the City.

Task 12 – CONFLICT ANALYSIS

A. Conflict Analysis

- a. I-35 (from I-35E/I-35W split to Denton County Line) Schematic Review: Review proposed TxDOT ROW maps and proposed roadway alignment schematics as compared to the existing CITY water and sanitary sewer maps. Identify potential conflicts between proposed TxDOT ROW, proposed roadway, water and sanitary sewer utilities.
- b. Site Visits to Conflict Areas: After conflict identification, perform site visit to obtain additional information not shown on maps and schematics.
- c. Coordination with CITY regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.
- d. Coordination with TxDOT regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

B. Deliverables:

- a. Meeting notes and action items for each attending party from the coordination efforts.
- b. Conceptual map identifying conflicts and conceptual OPCC.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the City's written request. Any additional amounts paid to ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY or TxDOT, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Additional Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Negotiation of temporary right-of-entries.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Construction management and inspection services.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering" after bidding
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:


IH-35E-MAYHILL - UTILITY-RELOCATIONS

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total not-to-exceed \$922,800** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

For Tasks 1-12 the total compensation shall be on a reimbursable (hourly) basis and not to exceed **\$922,800**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

| | |
|--|-----------|
| • Task 1 – Design Management | \$46,700 |
| • Task 2 – Alignment Study | \$51,400 |
| • Task 3 – Preliminary Design | \$171,000 |
| • Task 4 – Final Design | \$79,500 |
| • Task 5 – Construction Contract Documents | \$14,500 |
| • Task 6 – Bid Phase Services | \$18,700 |
| • Task 7 – Construction Phase Services | \$61,900 |
| • Task 8 – Record Drawings Preparation | \$10,100 |
| • Task 9 – Permitting | \$26,600 |
| • Task 10 – Survey and Easements | \$130,200 |
| • Task 11 – Easement Acquisition Services | \$277,200 |
| • Task 12 – Conflict Analysis | \$35,000 |

Grand Total **\$922,800** 

ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ATTACHMENT “C”

CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

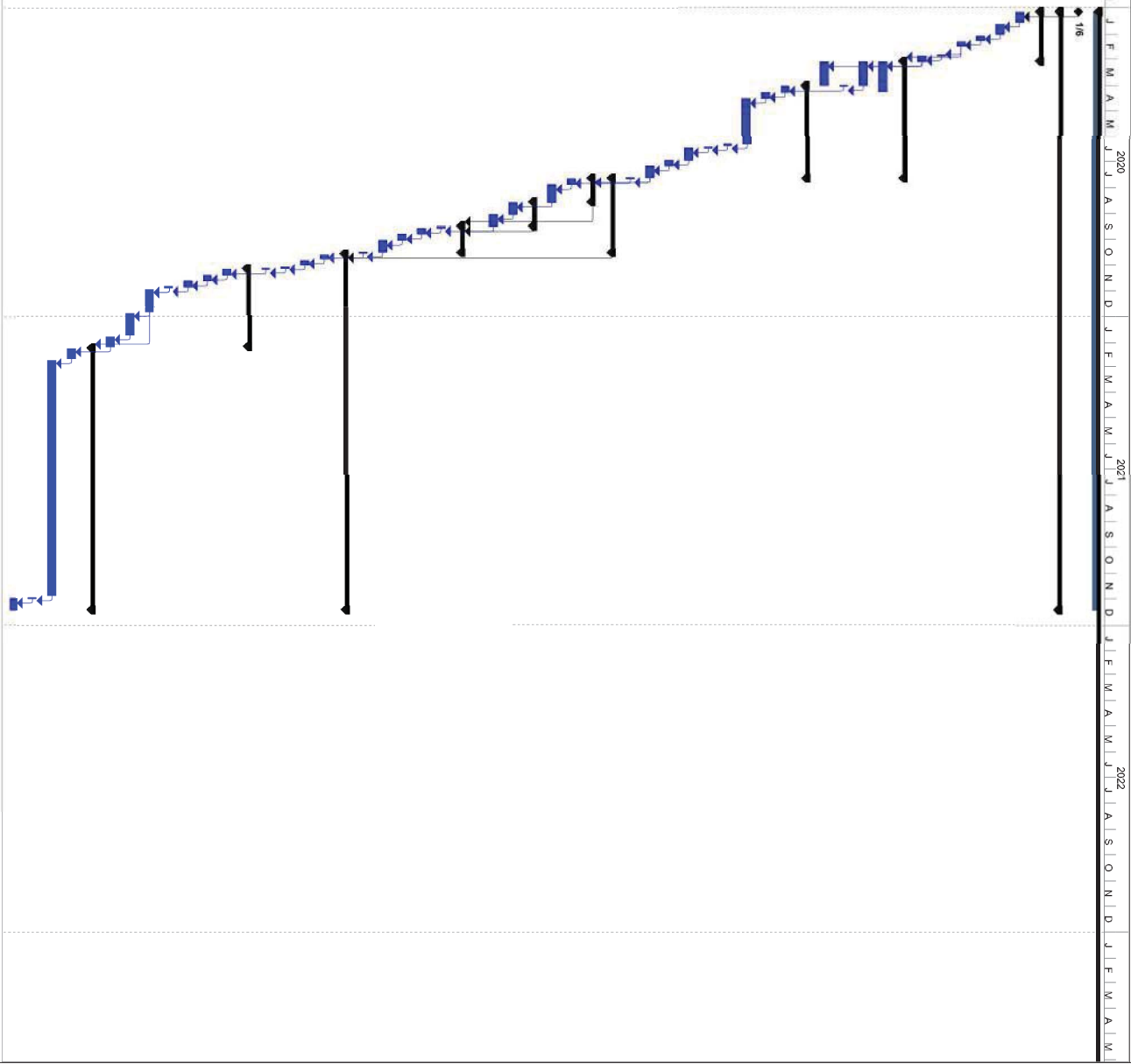
Design Services for

IH-35E-MAYHILL - UTILITY-RELOCATIONS

No modifications to the Standard Agreement are necessary for this project.

ATTACHMENT D - NIH-3SE-MAYHILL - UTILITY-RELOCATIONS
- PROJECT SCHEDULE

| ID | Task Name | Duration | Start | Finish | Predecessors |
|----|---------------------------------------|-----------|--------------|--------------|--------------|
| 1 | H3SE4/4/ Mill - Utility Relocations | 3177 days | Mon 1/6/20 | Tue 12/16/31 | |
| 2 | Notice to Proceed | 0 days | Mon 1/6/20 | Mon 1/6/20 | 5 |
| 3 | H3SE-MAYHILL-UTILITY-RELOCATIONS | 596 days | Mon 1/6/20 | Mon 12/13/21 | |
| 4 | Alignment Study | 42 days | Mon 1/6/20 | Tue 3/3/20 | |
| 5 | Data Collection | 2 wks | Mon 1/6/20 | Fri 1/17/20 | 6 |
| 6 | Alignment Study Memorandum | 2 wks | Mon 1/20/20 | Fri 1/31/20 | 7 |
| 7 | QA/QC | 1 wk | Mon 2/3/20 | Fri 2/17/20 | 8 |
| 8 | City Review | 1 wk | Mon 2/7/20 | Fri 2/14/20 | 11,9 |
| 9 | Review Meeting | 1 day | Tue 2/25/20 | Tue 2/25/20 | 10 |
| 10 | Review Memorandum | 1 wk | Wed 2/26/20 | Tue 3/2/20 | 13,12,15 |
| 11 | Preliminary Design | 100 days | Wed 3/4/20 | Tue 4/7/20 | |
| 12 | Geotechnical Investigation | 5 wks | Wed 3/4/20 | Tue 4/7/20 | 14 |
| 13 | Survey | 4 wks | Wed 3/4/20 | Tue 3/31/20 | 14 |
| 14 | Primary Site Visit | 1 day | Wed 4/1/20 | Wed 4/1/20 | 17 |
| 15 | Subsurface Utility Engineering (SUE) | 4 wks | Wed 3/4/20 | Tue 3/31/20 | 10 |
| 16 | Preliminary Plans | 79 days | Thu 4/2/20 | Tue 7/21/20 | |
| 17 | Breakdown Survey | 1 wk | Thu 4/2/20 | Wed 4/8/20 | 18 |
| 18 | General Sheets | 1 wk | Thu 4/9/20 | Wed 4/15/20 | 19 |
| 19 | Call Sheets | 8 wks | Thu 4/16/20 | Wed 6/10/20 | 20 |
| 20 | Prepare OHCC | 2 days | Thu 6/11/20 | Fri 6/12/20 | 21 |
| 21 | Site Visit | 1 day | Mon 6/15/20 | Mon 6/15/20 | 22 |
| 22 | QA/QC | 2 wks | Tue 6/16/20 | Mon 6/29/20 | 23 |
| 23 | Revisions | 1 wk | Tue 6/30/20 | Mon 7/6/20 | 24 |
| 24 | City Review | 2 wks | Tue 7/7/20 | Mon 7/20/20 | 27,25 |
| 25 | Review Meeting | 1 day | Tue 7/21/20 | Tue 7/21/20 | 28 |
| 26 | Final Design | 63 days | Wed 7/22/20 | Fri 10/16/20 | 39 |
| 27 | Prepare Plans | 20 days | Wed 7/22/20 | Tue 8/18/20 | 33 |
| 28 | General Sheets | 1 wk | Wed 7/22/20 | Tue 7/28/20 | 29 |
| 29 | Call Sheets | 3 wks | Wed 7/29/20 | Tue 8/18/20 | 31 |
| 30 | Project Manual | 20 days | Wed 8/19/20 | Tue 9/15/20 | 33 |
| 31 | City Standard Specifications | 2 wks | Wed 8/19/20 | Tue 9/1/20 | 32 |
| 32 | Non-Standard Technical Specifications | 2 wks | Wed 9/2/20 | Tue 9/15/20 | 34 |
| 33 | 90% Submittal | 23 days | Wed 9/16/20 | Fri 10/16/20 | 27,30 |
| 34 | OHCC | 2 days | Wed 9/16/20 | Thu 9/17/20 | 35 |
| 35 | QA/QC | 1 wk | Fri 9/18/20 | Thu 9/24/20 | 36 |
| 36 | Revisions | 1 wk | Fri 9/25/20 | Thu 10/1/20 | 37 |
| 37 | City Review | 2 wks | Fri 10/2/20 | Thu 10/15/20 | 38 |
| 38 | Review Meeting | 1 day | Fri 10/16/20 | Fri 10/16/20 | 40 |
| 39 | Construction Doc Preparation | 301 days | Mon 10/19/20 | Mon 12/13/21 | 28 |
| 40 | Plan Revisions | 1 wk | Mon 10/19/20 | Fri 10/23/20 | 41 |
| 41 | Project Manual Revisions | 1 wk | Mon 10/26/20 | Fri 10/30/20 | 42 |
| 42 | Final OHCC | 2 days | Mon 11/2/20 | Tue 11/3/20 | 43 |
| 43 | Construction Doc Submittal | 1 day | Wed 11/4/20 | Wed 11/4/20 | 45 |
| 44 | Bidding | 67 days | Thu 11/5/20 | Fri 2/5/21 | |
| 45 | Advertisement 1 | 1 wk | Thu 11/5/20 | Wed 11/11/20 | 46 |
| 46 | Pre-Bid Meeting | 1 wk | Thu 11/12/20 | Wed 11/18/20 | 47 |
| 47 | Advertisement 2 | 1 wk | Thu 11/19/20 | Wed 11/25/20 | 48 |
| 48 | Big Opening/Reduction/Award Rec | 2 days | Thu 11/26/20 | Fri 11/27/20 | 49 |
| 49 | PUB Recommendation | 4 wks | Mon 11/30/20 | Fri 12/25/20 | 52,50 |
| 50 | Council Award | 4 wks | Mon 12/28/20 | Fri 1/22/21 | 51 |
| 51 | Contract Doc Execution | 2 wks | Mon 1/25/21 | Fri 2/6/21 | 53 |
| 52 | Construction Meeting | 221 days | Mon 2/8/21 | Mon 12/13/21 | 49 |
| 53 | Preconstruction Meeting | 2 wks | Mon 2/8/21 | Fri 2/19/21 | 54 |
| 54 | Construction | 10 mos | Mon 2/22/21 | Fri 11/28/21 | 55 |
| 55 | Final Walk Through | 1 day | Mon 11/29/21 | Mon 11/29/21 | 56 |
| 56 | Record Drawings | 2 wks | Tue 11/30/21 | Mon 12/13/21 | 55 |

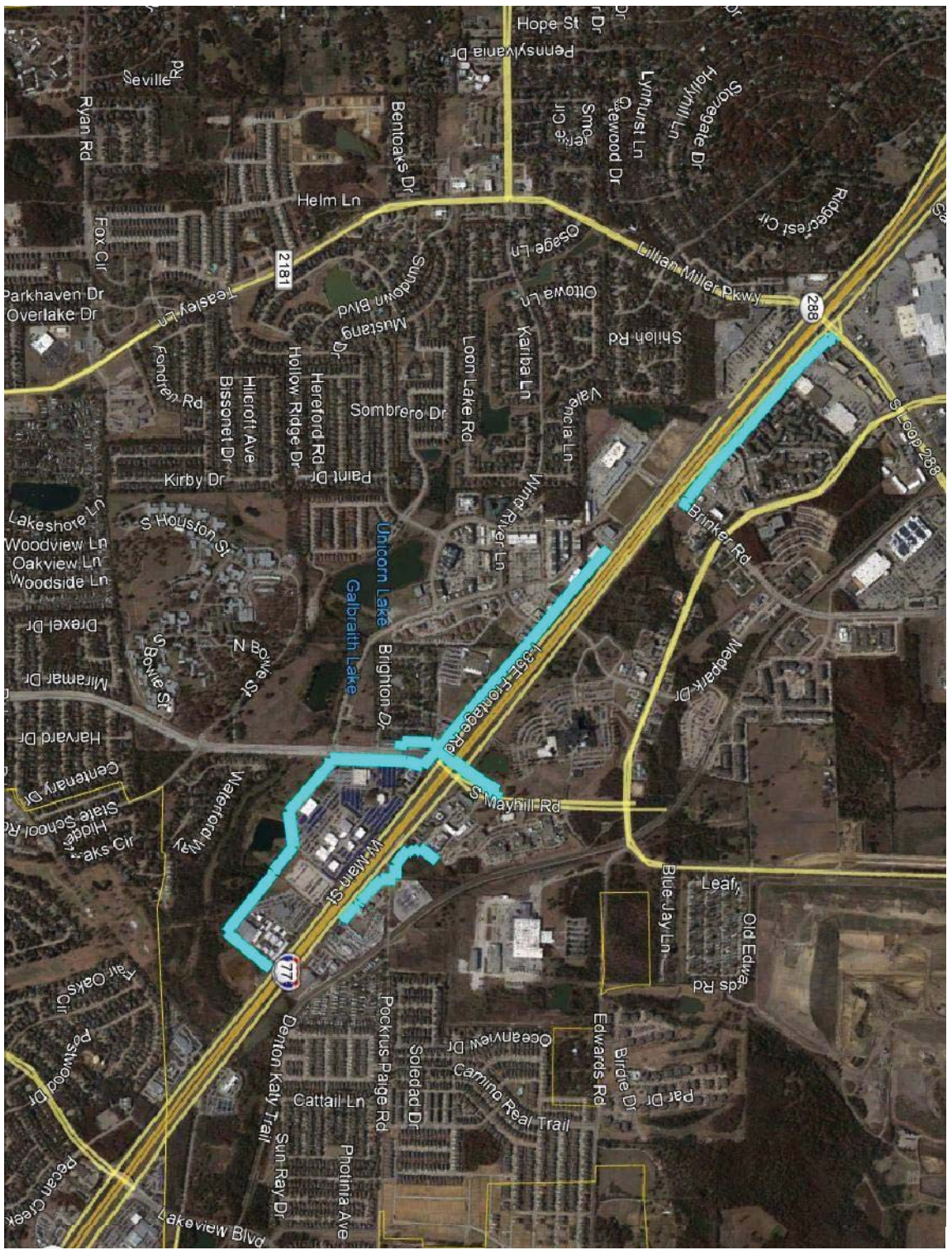


Project: 2019-2021 - 009396-Clear-Fork-US
Date: Fri 10/25/19

Task Summary: External Milestone Inactive Task Inactive Milestone Manual Task Manual Summary Manual Summary Rollup Progress Finish-only

Milestone: External Tasks Duration-only Start-only Deadline

ATTACHMENT "E"
PROJECT LOCATION MAP
for
IH-35E-MAYHILL - UTILITY-RELOCATIONS



Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Jul 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocations**
 KHA No. **0610240xx**
 PM: **Chris Igo**

| Task Budget Summary | | | Task 700 | | Task 888 | |
|---------------------|-----------------------|--------------|-------------------|-------------------|------------------|-------------------|
| No. | Task Name | Hours | Labor | Expenses | Office Exp. | Subtotal |
| 100 | Design Mgmt | 141 | \$ 29,600 | \$ 11,000 | \$ 1,400 | \$ 42,000 |
| 200 | Align Routing-Esmt ID | 201 | \$ 44,100 | | \$ 2,100 | \$ 46,200 |
| 201 | Prelim Design | 529 | \$ 118,700 | \$ 29,700 | \$ 5,500 | \$ 153,900 |
| 202 | Final Design | 307 | \$ 68,300 | | \$ 3,200 | \$ 71,500 |
| 203 | Contract Docs | 60 | \$ 12,500 | | \$ 600 | \$ 13,100 |
| 204 | Bidding Services | 73 | \$ 16,100 | | \$ 800 | \$ 16,900 |
| 205 | CCA | 237 | \$ 53,300 | | \$ 2,500 | \$ 55,800 |
| 206 | Record Drawings | 42 | \$ 8,700 | | \$ 400 | \$ 9,100 |
| 207 | Permitting | 103 | \$ 22,800 | | \$ 1,100 | \$ 23,900 |
| 208 | Survey and Easements | 311 | \$ 56,700 | \$ 57,800 | \$ 2,700 | \$ 117,200 |
| 209 | Easement Acquisition | | | \$ 249,500 | | \$ 249,500 |
| 210 | Conflict Analysis | 151 | \$ 33,000 | \$ 400 | \$ 1,600 | \$ 35,000 |
| 777 | Contingency | | | | \$ - | |
| TOTALS: | | 2,155 | \$ 463,800 | \$ 348,400 | \$ 21,900 | \$ 834,100 |

| Subconsultant Summary | | | | |
|-----------------------|-----------|-------------|------------|-------------|
| Task No. | Task Name | Cost | Multiplier | Subtotal |
| | | | | |
| | | | | |
| | | | | |
| TOTALS: | | \$ - | | \$ - |

| Project Budget Summary | |
|------------------------|-------------------|
| Labor: | \$ 463,800 |
| Expenses: | \$ 370,300 |
| TOTAL: | \$ 834,100 |

Note: This portion is for water only, the rest of the contract hourly breakdown is shown in the wastewater agreement



Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **29,600**
 Expenses: \$ **11,000**
 Allocation: \$ **1,400**
TOTAL: \$ **42,000** ✓

Task Information

Number: **100**
 Name: **Design Mgmt**
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | Senior Professional II | | | | | | | | Senior Professional I | | | | | | | Subtotal | (Hrs) | Expenses (\$) | |
|------------------------------------|------|------------------------|----|----|----|----|---------|--------------|--------------|-----------------------|--------------|--------------|--------------|--------------|--|--|----------|-------|---------------|-----------|
| | | P8 | P7 | P5 | P1 | B5 | Analyst | Professional | Professional | Professional | Professional | Professional | Professional | Professional | | | | | | |
| A. Kickoff Meeting | | | 1 | 25 | | | | | | | | | | | | | | | 26 | |
| Pepare for Kickoff Meeting | | | 4 | 4 | | | | | | | | | | | | | | | 8 | |
| Attend Kickoff Meeting | | | 1 | 2 | | | | | | | | | | | | | | | 3 | |
| Kick-off Meeting Notes | | | 1 | 2 | | | | | | | | | | | | | | | 3 | |
| B. Data Collection | | | | | | 5 | | | | | | | | | | | | | 5 | |
| Record Drawings | | | | | | 4 | | | | | | | | | | | | | 4 | |
| GIS Data (including aerials/LiDAR) | | | | | | | | | | | | | | | | | | | | |
| Projects in Progress | | | | | | | | | | | | | | | | | | | | |
| D. Monthly Reporting | | | | | | | | | | | | | | | | | | | | |
| Invoicing | | | | | | | | 22 | | | | | | | | | | | 22 | |
| Reporting (Status/Schedule) | | | | 24 | 22 | | | | | | | | | | | | | | 46 | |
| Invoice to TxDOT | | | | 12 | 12 | | | | | | | | | | | | | | 24 | |
| Direct Expenses | | | | | | | | | | | | | | | | | | | \$ 10,000 | |
| Subtotals: | | | 7 | 69 | 43 | 22 | | | | | | | | | | | | | 141 | \$ 10,000 |

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **118,700**
 Expenses: \$ **29,700**
 Allocation: \$ **5,500**
TOTAL: \$ 153,900

Task Information

Number: **201**
 Name: **Prelim Design**
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | Senior Professional II | | | | | | | | | | (Hrs) | Expenses (\$) | | |
|------------------------------------|------|-----------------------------|----|-----|-----|----|--|--|--|--|--|-------|---------------|-----|-----------|
| | | P8 | P7 | P5 | P3 | B5 | | | | | | | | | Subtotal |
| a) Preliminary Design | | | | | | | | | | | | | | | |
| i) Field Verification | | | 8 | 8 | 8 | | | | | | | | | | 24 |
| ii) Prelim WL/SS/RC Layout | | | | 4 | 4 | | | | | | | | | | 8 |
| iii) Prelim WL/SS/RC Plans | | | | | | | | | | | | | | | |
| Cover Sheet | | | | 1 | 2 | | | | | | | | | | 3 |
| Control Sheets (2) | | | | 2 | 4 | | | | | | | | | | 6 |
| Overall WL Layout Sheet | | | | 1 | 2 | | | | | | | | | | 3 |
| Overall SS Layout Sheet | | | | 1 | 2 | | | | | | | | | | 3 |
| P&P (WL/RC) ~ 32 sheets (.5/2/3/6) | 16 | 40 | 64 | 120 | | | | | | | | | | | 240 |
| P&P (SS) ~ 3 sheets (.5/2/4/6) | 2 | 6 | 12 | 20 | | | | | | | | | | | 40 |
| iv) TCP | | | 8 | 2 | 12 | | | | | | | | | | 22 |
| v) Franchise Utility Coord | | | | 8 | 8 | | | | | | | | | | 16 |
| vi) Gen Notes/Index/Legend | | | | 2 | 4 | | | | | | | | | | 6 |
| vii) City Std Dtls | | | | 1 | 3 | | | | | | | | | | 4 |
| viii) WL Connection Dtls | | | | 4 | 8 | | | | | | | | | | 12 |
| ix) Prelim Tech Specs | | | | 4 | 8 | | | | | | | | | | 12 |
| x) OPCC | | 2 | 4 | 8 | | | | | | | | | | | 14 |
| xi) deliverables | | 4 | 4 | 4 | | | | | | | | | | | 12 |
| xii) Meetings | | | | | | | | | | | | | | | |
| (1) Kickoff Meeting | | 4 | 4 | 4 | | | | | | | | | | | 12 |
| (2) On-Site Meeting | | 8 | 8 | 8 | | | | | | | | | | | 24 |
| (3) Prelim Plan Review Meeting | | 4 | 4 | 4 | | | | | | | | | | | 12 |
| b) design survey | | see survey & easements task | | | | | | | | | | | | | |
| c) geotechnical engineering | | | 2 | 4 | 8 | | | | | | | | | 14 | \$ 17,000 |
| d) Subsurface Utility Engineering | | | | 2 | 4 | | | | | | | | | 6 | \$ 10,000 |
| e) easement instruments (35) | | See survey & easements task | | | | | | | | | | | | | |
| f) Tunnel/Bore Design | | | 8 | 20 | 8 | | | | | | | | | | 36 |
| Subtotals: | | 18 | 94 | 164 | 253 | | | | | | | | | 529 | \$ 27,000 |



Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: City of Denton
Project: IH-35E-Mayhill-Utility Relocation
KHA No: 0610240xx
PM: Chris Igo

Task Effort Summary

Labor: \$ 68,300
Expenses: \$ -
Allocation: \$ 3,200
TOTAL: \$ 71,500

Task Information

Number: 202
Name: Final Design
Task Mgr:

Task Description and Budgeting

Table with columns for Task Descriptions, GLC, P8, P7, P5, P3, B5, (Hrs), and Expenses (\$). Includes a 'Subtotal' row at the bottom.

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **12,500**
 Expenses: \$ **-**
 Allocation: \$ **600**
TOTAL: \$ **13,100** ✓

Task Information

Number: **203**
 Name: **Contract Docs**
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | Senior Professional II | | | | | | | | | | (Hrs) | Expenses (\$) |
|--------------------------|------|------------------------|----|----|----|----|--|--|--|--|--|-------|---------------|
| | | P8 | P7 | P5 | P3 | N6 | | | | | | | |
| i) Contract Docs | | | | | | | | | | | | | |
| Project Manual Revisions | | | 2 | 8 | 16 | 3 | | | | | | 29 | |
| Bid Plan Revisions | | | 4 | 8 | 16 | 3 | | | | | | 31 | |
| | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | |
| Subtotals: | | | 6 | 16 | 32 | 6 | | | | | | 60 | \$ - |

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **8,700**
 Expenses: \$ **-**
 Allocation: \$ **400**
TOTAL: \$ **9,100** ✓

Task Information

Number: **206**
 Name: **Record Drawings**
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | <table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="width: 12.5%; text-align: center;">Senior Professional II</td> <td style="width: 12.5%; text-align: center;">Senior Professional I</td> <td style="width: 12.5%; text-align: center;">Senior Professional I</td> <td style="width: 12.5%; text-align: center;">Professional</td> <td style="width: 12.5%; text-align: center;">Support Staff</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table> | | | | | | | | | Senior Professional II | Senior Professional I | Senior Professional I | Professional | Support Staff | | | | | | | (Hrs) | Expenses (\$) |
|----------------------|------|---|-----------------------|-----------------------|--------------|---------------|--|--|--|--|------------------------|-----------------------|-----------------------|--------------|---------------|------|--|--|--|--|--|-------|---------------|
| | | Senior Professional II | Senior Professional I | Senior Professional I | Professional | Support Staff | | | | | | | | | | | | | | | | | |
| P8 | P7 | P5 | P3 | N6 | | | | | | | | Subtotal | | | | | | | | | | | |
| Record Drawings Prep | | | 2 | 12 | 25 | 3 | | | | | | | | | 42 | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotals: | | | 2 | 12 | 25 | 3 | | | | | | | | | 42 | \$ - | | | | | | | |



Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **56,700**
 Expenses: \$ **57,800**
 Allocation: \$ **2,700**
TOTAL: \$ 117,200

Task Information

Number: **208**
 Name: **Survey and Easements**
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | Senior Professional II | | | | | | | | | | (Hrs) | Expenses (\$) | |
|-----------------------------|------|------------------------|----|----|-----|----|-----------------------|-----------------------|---------------------|--------------|----------|-------|---------------|-----------|
| | | P8 | P7 | P5 | CO4 | B5 | Senior Professional I | Senior Professional I | Senior Tech Support | Professional | Subtotal | | | |
| Schematic Property Research | | | | 6 | 20 | | | | | | | | 26 | |
| Topographic Survey | | | | 20 | 60 | | | | | | | | 80 | \$ 52,500 |
| Easements (35) | | | | 62 | 143 | | | | | | | | 205 | |
| Subtotals: | | | | | | | | | | | | | 311 | \$ 52,500 |



Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ -
 Expenses: \$ **249,500**
 Allocation: \$ -
TOTAL: \$ 249,500

Task Information

Number: **209**
 Name: **Easement Acquisition**
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | Senior Professional II | | | | | | Senior Professional I | | | | | | Professional I | | | | | | Subtotal | (Hrs) | Expenses (\$) | | | |
|---|------|------------------------|----|----|----|----|--|-----------------------|--|--|--|--|--|----------------|--|--|--|--|--|----------|-------|---------------|--|--|------------|
| | | P8 | P7 | P5 | P3 | B5 | | | | | | | | | | | | | | | | | | | |
| Property Acquisition Subconsultant | | | | | | | | | | | | | | | | | | | | | | | | | |
| Right of Entries (25) | | | | | | | | | | | | | | | | | | | | | | | | | \$ 18,000 |
| Title and Closing Services (25) | | | | | | | | | | | | | | | | | | | | | | | | | \$ 11,250 |
| Negotiation Services (25) | | | | | | | | | | | | | | | | | | | | | | | | | \$ 101,250 |
| Appraisal Service (Land Only) (20) | | | | | | | | | | | | | | | | | | | | | | | | | \$ 68,400 |
| Appraisal Service (Improved Property) (5) | | | | | | | | | | | | | | | | | | | | | | | | | \$ 27,900 |

| Real Estate Agent Service Items | Anticipated Units/Parcels | Unit/Parcel Rate | Fee Amount |
|---------------------------------------|---------------------------|------------------|---------------------|
| Right-of-Entries | 25 | \$792.00 | \$19,800.00 |
| Title and Closing Services | 25 | \$495.00 | \$12,375.00 |
| Negotiation Services | 25 | \$4,455.00 | \$111,375.00 |
| Appraisal Service (Land Only) | 20 | \$3,762.00 | \$75,240.00 |
| Appraisal Service (Improved Property) | 5 | \$6,142.00 | \$30,710.00 |
| TOTAL SERVICES FEE | | | \$249,500.00 |



Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **0610240xx**
 PM: **Chris Igo**

Task Effort Summary

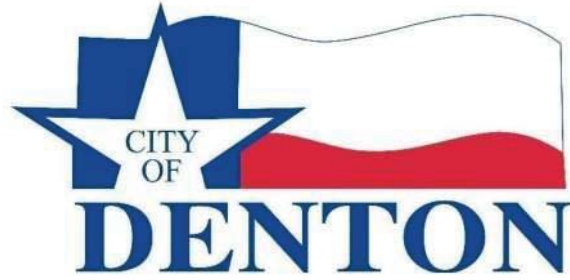
Labor: \$ **33,000**
 Expenses: \$ **400**
 Allocation: \$ **1,600**
TOTAL: \$ **35,000**

Task Information

Number: **210**
 Name: **Conflict Analysis**
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | Senior Professional II | | | | | | | | Senior Professional I | | | | Professional I | | | | Support Staff | | | | Subtotal | (Hrs) | Expenses (\$) |
|---|------|------------------------|----|----|----|----|--|--|--|-----------------------|--|--|--|----------------|--|--|--|---------------|--|--|--|----------|-------|---------------|
| | | P8 | P7 | P5 | P3 | N6 | | | | | | | | | | | | | | | | | | |
| Conflict Analysis | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Ultimate I35 Schematic review | | | 10 | 10 | 20 | | | | | | | | | | | | | | | | | | 40 | |
| 2. Utility conflict concept layout I35 | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 conflicts | | | 10 | 30 | 40 | 10 | | | | | | | | | | | | | | | | | 90 | |
| Each conflict packet includes: | | | | | | | | | | | | | | | | | | | | | | | | |
| A. conflict schematic | | | | | | | | | | | | | | | | | | | | | | | | |
| B. easement ID | | | | | | | | | | | | | | | | | | | | | | | | |
| C. schedule | | | | | | | | | | | | | | | | | | | | | | | | |
| D. site visit | | | | | | | | | | | | | | | | | | | | | | | | |
| F. OPCC | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. I35 - conflict QA/QC (1 hr per packet) | | | 10 | 10 | | 1 | | | | | | | | | | | | | | | | | 21 | \$ 350 |
| Subtotals: | | | 30 | 50 | 60 | 11 | | | | | | | | | | | | | | | | | 151 | \$ 350 |



DocuSign City Council Transmittal Coversheet

| | |
|--------------------------|-------------------------------|
| PSA | 6590-084 |
| File Name | MAYHILL I35E UTILITY LOCATION |
| Purchasing Contact | Crystal Westbrook |
| City Council Target Date | January 12, 2021 |
| Piggy Back Option | Not Applicable |
| Contract Expiration | N/A |
| Ordinance | 21-019 |

**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
Contract #6590-084**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 6590-084 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc., (“Engineer”); to that certain contract executed on January 15, 2020, in the original not-to-exceed amount of \$922,800 (the “Agreement”); for services related to the IH-35E-Mayhill-Utility Relocations.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$165,000 with this Amendment for an aggregate not-to-exceed amount of \$1,087,800; and

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

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

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the IH-35E-Mayhill-Utility Relocations, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$165,000.
2. This Amendment modifies the Agreement amount to provide an additional \$165,000 for the additional services with a revised aggregate not to exceed total of \$1,087,800.

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.

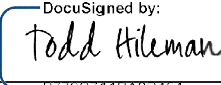
IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 01/12/2021.

“CITY”

“Engineer”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

KIMLEY-HORN AND ASSOCIATES,
INC.

By: 


TODD HILEMAN, CITY MANAGER

By: 

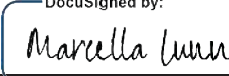
Sr. Vice President
AUTHORIZED SIGNATURE, TITLE

ATTEST:
ROSA RIOS, CITY SECRETARY

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: 

1C5CA8C5E174493...

By: 

02051D0D427E4E5...

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



SIGNATURE Terrance Naulty

PRINTED NAME

Interim Director Water/Wastewater

TITLE

Water/Wastewater Utilities

DEPARTMENT

EXHIBIT A**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
ADDITIONAL SERVICES****Professional Services Agreement:
IH-35E-MAYHILL - UTILITY-RELOCATIONS
Amendment Scope of Services****Scope of Services**

The CITY has requested that the ENGINEER perform additional services including additional property acquisition services.

Task 11 – Easement Acquisition Services

ENGINEER will provide technical assistance to the Real Estate Agent during property negotiations for up to thirty (30) hours.

ENGINEER's Real Estate Agent will provide the following additional services in accordance with the Original Contract:

- Provide property negotiation services, title closing services, and appraisal services for an additional (10) parcels for the proposed line in accordance with the previously agreed to scope under Task 11.A.
- Engage an independent Appraisal Reviewer to submit an Appraisal Review to accompany any appraisal completed for up thirty-five (35) parcels according to Task 11.A.1.

Compensation**Previous Task 11 Amount:**

| Real Estate Agent Service Items | Anticipated Units/Parcels | Unit/Parcel Rate | Fee Amount |
|---------------------------------------|---------------------------|------------------|---------------------|
| Right-of-Entries | 25 | \$880.00 | \$22,000.00 |
| Title and Closing Services | 25 | \$550.00 | \$13,750.00 |
| Negotiation Services | 25 | \$4,950.00 | \$123,750.00 |
| Appraisal Service (Land Only) | 20 | \$4,180.00 | \$83,600.00 |
| Appraisal Service (Improved Property) | 5 | \$6,820.00 | \$34,100.00 |
| TOTAL FEE | | | \$277,200.00 |

Revised Task 11 Amount:

| Real Estate Agent Service Items | Anticipated Units/Parcels | Unit/Parcel Rate | Fee Amount |
|---------------------------------|---------------------------|------------------|--------------|
| Right-of-Entries | 25 | \$880.00 | \$22,000.00 |
| Title and Closing Services | 35 | \$550.00 | \$19,250.00 |
| Negotiation Services | 35 | \$4,950.00 | \$173,250.00 |
| Appraisal Service (Land Only) | 30 | \$4,180.00 | \$125,400.00 |

| | | | |
|--|----|------------|---------------------|
| Appraisal Service (Improved Property) | 5 | \$6,820.00 | \$34,100.00 |
| Appraisal Service (Independent Review) | 35 | \$1,760.00 | \$61,600.00 |
| Engineer Assistance | 30 | \$220.00 | \$6,600.00 |
| Revised TOTAL FEE | | | \$442,200.00 |



The additional services described above will be accommodated by increasing the contract amount by \$165,00. The following table summarizes the revised contract amount:

| Task | Original Contract | Amendment No. 1 | Revised Contract |
|--|-------------------|-----------------|------------------|
| Task 1 – Design Management | \$46,700 | - | \$46,700 |
| Task 2 – Alignment Study | \$51,400 | - | \$51,400 |
| Task 3 – Preliminary Design | \$171,000 | - | \$171,000 |
| Task 4 – Final Design | \$79,500 | - | \$79,500 |
| Task 5 – Construction Contract Documents | \$14,500 | - | \$14,500 |
| Task 6 – Bid Phase Services | \$18,700 | - | \$18,700 |
| Task 7 – Construction Phase Services | \$61,900 | - | \$61,900 |
| Task 8 – Record Drawings Preparation | \$10,100 | - | \$10,100 |
| Task 9 – Permitting | \$26,600 | - | \$26,600 |
| Task 10 – Survey and Easements | \$130,200 | - | \$130,200 |
| Task 11 – Easement Acquisition Services | \$277,200 | \$165,000 | \$442,200 |
| Task 12 – Conflict Analysis | \$35,000 | - | \$35,000 |

| | | | |
|----------------|------------------|------------------|--------------------|
| Totals: | \$922,800 | \$165,000 | \$1,087,800 |
|----------------|------------------|------------------|--------------------|



Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Terrance Naulty
B0F331381089478...

Interim Director Water/Wastewater
TITLE

Date: 10-8-2020

BY:
ENGINEER
Kimley-Horn and Associates, Inc

Title: Glenn Gary, Senior Vice President

Date: 10-8-2020

Total Task 11

| Real Estate Agent Service Items | Anticipated Units/Parcels | Unit/Parcel Rate | Fee Amount |
|--|--------------------------------------|-------------------------|---------------------|
| Right-of-Entries | 25 | \$880.00 | \$22,000.00 |
| Title and Closing Services | 35 | \$550.00 | \$19,250.00 |
| Negotiation Services | 35 | \$4,950.00 | \$173,250.00 |
| Appraisal Service (Land Only) | 30 | \$4,180.00 | \$125,400.00 |
| Appraisal Service (Improved Property) | 5 | \$6,820.00 | \$34,100.00 |
| Appraisal Service (Independent Review) | 35 | \$1,760.00 | \$61,600.00 |
| Engineer Assistance | 30 | \$220.00 | \$6,600.00 |
| TOTAL SERVICES FEE | | | \$442,200.00 |



Amendment 1

| Real Estate Agent Service Items | Anticipated Units/Parcels | Unit/Parcel Rate | Fee Amount |
|--|--------------------------------------|-------------------------|---------------------|
| Right-of-Entries | 0 | \$880.00 | \$0.00 |
| Title and Closing Services | 10 | \$550.00 | \$5,500.00 |
| Negotiation Services | 10 | \$4,950.00 | \$49,500.00 |
| Appraisal Service (Land Only) | 10 | \$4,180.00 | \$41,800.00 |
| Appraisal Service (Improved Property) | 0 | \$6,820.00 | \$0.00 |
| Appraisal Service (Independent Review) | 35 | \$1,760.00 | \$61,600.00 |
| Engineer Assistance | 30 | \$220.00 | \$6,600.00 |
| TOTAL SERVICES FEE | | | \$165,000.00 |



**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
Contract #6590-084**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 6590-084 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc., (“Engineer”); to that certain contract executed on January 14, 2020, in the original not-to-exceed amount of \$922,800 (the “Original Agreement”); amended on January 12, 2021 in the additional amount of \$165,000 aggregating a not-to-exceed amount of \$1,087,800 (the “First Amendment”) (collectively, the Original Agreement, the First Amendment are the “Agreement”) for services related to the IH-35E-Mayhill-Utility Relocations.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$217,500 with this Amendment for an aggregate not-to-exceed amount of \$1,305,300; and

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

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

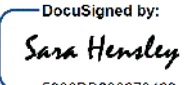
1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the IH-35E-Mayhill-Utility Relocations, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$217,500.
2. This Amendment modifies the Agreement amount to provide an additional \$217,500 for the additional services with a revised aggregate not to exceed total of \$1,305,300.

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 Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 08/03/2021.

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation
SARA HENSLEY, INTERIM CITY MANAGER

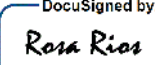
By: 
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“Engineer”


KIMLEY-HORN AND ASSOCIATES,
INC.

By:  Sr. Vice President
EDB15720A1C6421...
AUTHORIZED SIGNATURE, TITLE

ATTEST:
ROSA RIOS, CITY SECRETARY

By: 
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
CATHERINE CLIFTON, INTERIM CITY
ATTORNEY

By: 
02051D0D427E4E5...

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

 Stephen D. Gay
FEB48BB9728E4A9...
SIGNATURE PRINTED NAME

Director, Water Utilities

TITLE

Water Utilities

DEPARTMENT

EXHIBIT A

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
ADDITIONAL SERVICES****Professional Services Agreement:
IH-35E-MAYHILL - UTILITY-RELOCATIONS
Amendment Scope of Services****Scope of Services**

TxDOT has redesigned a portion of the roadway project that necessitates additional waterline relocation. The CITY has requested that the ENGINEER perform additional services including topographic survey, design, easement acquisition, and additional TxDOT coordination for approximately 1,700 linear feet of 20-inch water line.

Task 1 Design Management

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Project Management

1. Continued development of progress reporting and updates to project schedule.
2. Attend up to one additional meeting with City.
3. Prepare and execute up to two (2) additional subconsultant amendments.

Task 3 Preliminary Design

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Preliminary Water Line Design

1. Perform one additional site visit to perform field verification of the survey.
2. Prepare preliminary water line plan and profile drawings for approximately 1,700 linear feet of 20-inch water line.
3. Compile and prepare an updated opinion of probable construction cost (OPCC) for the additional infrastructure to be incorporated into the preliminary design OPCC.

B. Deliverables

1. Supplemental Preliminary design submittal (60%)
 - a. Submit four (4) copies to City for review and comment.
 - b. Submittal shall include the following:
 - i. Supplemental preliminary design plans (22"x34")
 - ii. Opinion of probable construction cost incorporated into overall cost of proposed Mayhill Utility Relocations

C. Meetings

1. Attend one (1) additional meeting with City to present and review the supplemental preliminary design submittal.

Task 4 Final Design

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Final Design

1. Prepare final design water line plan and profile drawings, surface repair, erosion control, and details for approximately 1,700 linear feet of 20-inch water line.

B. Deliverables:

1. Final Design Submittal will be incorporated into the Final Design Deliverables indicated in the Original Contract.

Task 9 Permitting

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Permitting

1. The ENGINEER will aid the City in coordinating the additional design into the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.

Task 10 Survey and Easements

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Design Survey

1. Additional design survey with the following limits:
 - a. A 100-foot wide alignment generally along Interstate Hwy 35 continuing south/east from the Lillian Miller/Loop 288 intersection approximately 1,700 linear feet.

B. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to eight (8) permanent water line easements and up to one (1) temporary construction easements.
2. Revise up to twelve (12) previously submitted signed and sealed easement documents due to coordination with Denton Municipal Electric and City Real Estate requests.

Task 11 – Easement Acquisition Services

ENGINEER will provide technical assistance to the Real Estate Agent during property negotiations for up to twenty (20) hours.

ENGINEER's Real Estate Agent will provide the following additional services in accordance with the Original Contract:

- Provide property negotiation services, title closing services, and appraisal services, including appraisal review for an additional eight (8) parcels for the proposed line in accordance with the previously agreed to scope under Task 11.A.
- Revise up to four (4) previously submitted appraisal packets due to coordination with Denton Municipal Electric and City Real Estate requests.

Compensation

The additional services described above will be accommodated by increasing the contract amount by \$217,500. The following table summarizes the revised contract amount:

| Task | Original Contract | Amd. No. 1 | Amd. No. 2 | Revised Contract |
|--|-------------------|------------|------------|------------------|
| Task 1 – Design Management | \$46,700 | - | \$2,900 | \$49,600 |
| Task 2 – Alignment Study | \$51,400 | | - | \$51,400 |
| Task 3 – Preliminary Design | \$171,000 | - | \$23,900 | \$194,900 |
| Task 4 – Final Design | \$79,500 | - | \$11,100 | \$90,600 |
| Task 5 – Construction Contract Documents | \$14,500 | - | - | \$14,500 |
| Task 6 – Bid Phase Services | \$18,700 | - | - | \$18,700 |
| Task 7 – Construction Phase Services | \$61,900 | - | - | \$61,900 |
| Task 8 – Record Drawings Preparation | \$10,100 | - | - | \$10,100 |
| Task 9 – Permitting | \$26,600 | - | \$7,600 | \$34,200 |
| Task 10 – Survey and Easements | \$130,200 | - | \$35,000 | \$165,200 |
| Task 11 – Easement Acquisition Services | \$277,200 | \$165,000 | \$137,000 | \$579,200 |
| Task 12 – Conflict Analysis | \$35,000 | - | - | \$35,000 |

| | | | | |
|----------------|------------------|------------------|------------------|--------------------|
| Totals: | \$922,800 | \$165,000 | \$217,500 | \$1,305,300 |
|----------------|------------------|------------------|------------------|--------------------|



Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

Title: _____

Date: _____

BY:
ENGINEER
Kimley-Horn and Associates, Inc

John R. Atkins, P.E.

Title: John Atkins, Vice President

Date: _____



Task Fee Calculation

Date: September 1, 2020

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **061024039**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **2,700**
 Expenses: \$ **-**
 Allocation: \$ **200**
TOTAL: \$ 2,900

Task Information

Number: **100**
 Name: **Design Management**
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | Resource | | | | | | | | | | (Hrs) | Expenses (\$) | | | |
|----------------------------|------|----------|----|----|----|----|--|--|--|--|--|-------|---------------|--|----|----------|
| | | P8 | P7 | P5 | P3 | B5 | | | | | | | | | | Subtotal |
| Miscellaneous Coordination | | | | 6 | 6 | | | | | | | | | | 12 | |
| Subtotals: | | | | 6 | 6 | | | | | | | | | | 12 | \$ - |

| Task Subtotals (\$000's) | | | | | | | | | | | | Lbr | Expenses (\$) | |
|--------------------------|--|--|-----|-----|--|--|--|--|--|--|--|-----|---------------|------|
| Cost: | | | 0.3 | 0.2 | | | | | | | | | 0.5 | \$ - |
| Effort: | | | 1.4 | 1.2 | | | | | | | | | 2.7 | \$ - |

Kimley»Horn

Task Fee Calculation

Date: September 1, 2020

General Project Information

Client: City of Denton
 Project: IH-35E-Mayhill-Utility Relocation
 KHA No: 061024039
 PM: Chris Igo

Task Effort Summary

Labor: \$ 22,800
 Expenses: \$ -
 Allocation: \$ 1,100
TOTAL: \$ 23,900

Task Information

Number: 201
 Name: WL-Prelim Design
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | Senior Professional II | | | | | | | | | | Subtotal | (Hrs) | Expenses (\$) |
|---------------------------|------|------------------------|----|----|----|--|--|--|--|--|--|----------|-------|---------------|
| | | P8 | P7 | P5 | P3 | | | | | | | | | |
| P&P ~ 2 Sheets (2/4/8/16) | | 1 | 8 | 16 | 32 | | | | | | | | 57 | |
| Erosion Control Sheets | | | | 4 | 8 | | | | | | | | 12 | |
| SUE | | | | 2 | 4 | | | | | | | | 6 | |
| Meetings | | | 4 | 8 | 8 | | | | | | | | 20 | |
| OPCC | | | | 2 | 4 | | | | | | | | 6 | |
| Subtotals: | | 1 | 12 | 32 | 56 | | | | | | | | 101 | \$ - |

| Task Subtotals (\$000's) | | | | | | | | | | | | Lbr | Expenses (\$) |
|--------------------------|-----|-----|-----|------|--|--|--|--|--|--|--|------|---------------|
| Cost: | 0.1 | 0.9 | 1.6 | 2.0 | | | | | | | | 4.6 | \$ - |
| Effort: | 0.3 | 3.3 | 7.7 | 11.5 | | | | | | | | 22.8 | \$ - |



Task Fee Calculation

Date: September 1, 2020

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **061024039**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **7,200**
 Expenses: \$ **-**
 Allocation: \$ **400**
TOTAL: \$ 7,600

Task Information

Number: **207**
 Name: **Permitting**
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | Senior Professional I | | | | | | | | | | Senior Professional II | | | | | | | | | | Professional | | | | | | | | | | Subtotal | | | | | | | | | | (Hrs) | Expenses (\$) |
|--------------------------------------|------|-----------------------|----|----|--|--|--|--|--|--|--|------------------------|----|----|--|--|--|--|--|--|--|--------------|----|----|--|--|--|--|--|--|--|----------|--|--|--|--|--|--|--|--|----|-------|---------------|
| | | P7 | P5 | P3 | | | | | | | | P7 | P5 | P3 | | | | | | | | P7 | P5 | P3 | | | | | | | | | | | | | | | | | | | |
| TxDOT coordination for reimbursement | | 4 | 20 | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 30 | | |
| Subtotals: | | 4 | 20 | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 30 | \$ - | |

| Task Subtotals (\$000's) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Lbr | Expenses (\$) | | | | | | | | | |
|--------------------------|--|-----|-----|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----|---------------|--|--|--|--|--|--|--|-----|------|
| Cost: | | 0.3 | 1.0 | 0.2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1.5 | \$ - |
| Effort: | | 1.1 | 4.8 | 1.2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 7.2 | \$ - |



Task Fee Calculation

Date: September 1, 2020

General Project Information

Client: **City of Denton**
 Project: **IH-35E-Mayhill-Utility Relocation**
 KHA No: **061024039**
 PM: **Chris Igo**

Task Effort Summary

Labor: \$ **3,900**
 Expenses: \$ **132,900**
 Allocation: \$ **200**
TOTAL: \$ 137,000 ✓

Task Information

Number: **209**
 Name: **Easement Acquisition**
 Task Mgr:

Task Description and Budgeting

| Task Descriptions: | GLC: | Senior Professional II | | | | | | | | | | (Hrs) | Expenses (\$) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---------------------------|------------------------|-----------------------|----|----|--|--|--|--|--|--|-------|---------------|---------------------------------|---------------------------|------------------|------------|------------------|---|----------|------------|----------------------------|---|----------|------------|----------------------|---|------------|-------------|-------------------------------|---|------------|-------------|---------------------------------------|---|------------|-------------|--|----|------------|-------------|---------------------|----|----------|------------|---------------------------|--|--|-----------------------|
| | | P8 | P7 | p5 | P3 | | | | | | | | | | Subtotal | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Property Acquisition Subconsultant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Right of Entries (8) | | | | | | | | | | | | | | \$ 6,400 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title and Closing Services (8) | | | | | | | | | | | | | | \$ 4,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Negotiation Services (8) | | | | | | | | | | | | | | \$ 36,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Service (Land Only) (4) | | | | | | | | | | | | | | \$ 30,400 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Service (Improved Property) (4) | | | | | | | | | | | | | | \$ 24,800 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Review (8) | | | | | | | | | | | | | | \$ 19,200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Engineer Assistance | | | | 16 | | | | | | | | | 16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Real Estate Agent Service Items</th> <th>Anticipated Units/Parcels</th> <th>Unit/Parcel Rate</th> <th>Fee Amount</th> </tr> </thead> <tbody> <tr> <td>Right-of-Entries</td> <td>8</td> <td>\$880.00</td> <td>\$7,040.00</td> </tr> <tr> <td>Title and Closing Services</td> <td>8</td> <td>\$550.00</td> <td>\$4,400.00</td> </tr> <tr> <td>Negotiation Services</td> <td>8</td> <td>\$4,950.00</td> <td>\$39,600.00</td> </tr> <tr> <td>Appraisal Service (Land Only)</td> <td>8</td> <td>\$4,180.00</td> <td>\$33,440.00</td> </tr> <tr> <td>Appraisal Service (Improved Property)</td> <td>4</td> <td>\$6,820.00</td> <td>\$27,280.00</td> </tr> <tr> <td>Appraisal Service (Independent Review)</td> <td>12</td> <td>\$1,760.00</td> <td>\$21,120.00</td> </tr> <tr> <td>Engineer Assistance</td> <td>16</td> <td>\$257.50</td> <td>\$4,120.00</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL SERVICES FEE</td> <td>\$137,000.00 ✓</td> </tr> </tbody> </table> | | | | | | | | | | | | | | Real Estate Agent Service Items | Anticipated Units/Parcels | Unit/Parcel Rate | Fee Amount | Right-of-Entries | 8 | \$880.00 | \$7,040.00 | Title and Closing Services | 8 | \$550.00 | \$4,400.00 | Negotiation Services | 8 | \$4,950.00 | \$39,600.00 | Appraisal Service (Land Only) | 8 | \$4,180.00 | \$33,440.00 | Appraisal Service (Improved Property) | 4 | \$6,820.00 | \$27,280.00 | Appraisal Service (Independent Review) | 12 | \$1,760.00 | \$21,120.00 | Engineer Assistance | 16 | \$257.50 | \$4,120.00 | TOTAL SERVICES FEE | | | \$137,000.00 ✓ |
| Real Estate Agent Service Items | Anticipated Units/Parcels | Unit/Parcel Rate | Fee Amount | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Right-of-Entries | 8 | \$880.00 | \$7,040.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Title and Closing Services | 8 | \$550.00 | \$4,400.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Negotiation Services | 8 | \$4,950.00 | \$39,600.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Service (Land Only) | 8 | \$4,180.00 | \$33,440.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Service (Improved Property) | 4 | \$6,820.00 | \$27,280.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appraisal Service (Independent Review) | 12 | \$1,760.00 | \$21,120.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Engineer Assistance | 16 | \$257.50 | \$4,120.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL SERVICES FEE | | | \$137,000.00 ✓ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotals: | | | | 16 | | | | | | | | | 16 | \$ 120,800 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Task Subtotals (\$000's) | | | | | | | | | | | | | Lbr | Expenses (\$) |
|--------------------------|--|--|--|-----|--|--|--|--|--|--|--|--|-----|---------------|
| Cost: | | | | 0.8 | | | | | | | | | 0.8 | \$ 120,800 |
| Effort: | | | | 3.9 | | | | | | | | | 3.9 | \$ 132,900 |

Hourly Fee Schedule

Kimley-Horn and Associates, Inc.**Standard Rate Schedule**

(Hourly Rate)

| | | |
|-----|--------------------------|--------|
| B | ANALYST | 115.00 |
| B1 | ANALYST | 120.00 |
| B2 | ANALYST | 130.00 |
| B3 | ANALYST | 140.00 |
| B4 | PROFESSIONAL | 170.00 |
| B5 | PROFESSIONAL | 190.00 |
| B6 | SENIOR PROFESSIONAL I | 210.00 |
| B7 | SENIOR PROFESSIONAL I | 230.00 |
| B8 | SENIOR PROFESSIONAL II | 250.00 |
| CO3 | SENIOR TECHNICAL SUPPORT | 150.00 |
| CO4 | SENIOR TECHNICAL SUPPORT | 160.00 |
| CO5 | SENIOR TECHNICAL SUPPORT | 170.00 |
| CO6 | SENIOR TECHNICAL SUPPORT | 180.00 |
| D7 | SENIOR TECHNICAL SUPPORT | 190.00 |
| D8 | SENIOR TECHNICAL SUPPORT | 200.00 |
| E1 | SENIOR PROFESSIONAL II | 270.00 |
| E2 | SENIOR PROFESSIONAL II | 270.00 |
| E3 | SENIOR PROFESSIONAL II | 270.00 |
| E4 | SENIOR PROFESSIONAL II | 270.00 |
| N1 | SUPPORT STAFF | 85.00 |
| N2 | SUPPORT STAFF | 90.00 |
| N3 | SUPPORT STAFF | 100.00 |
| N4 | SUPPORT STAFF | 115.00 |
| N5 | SUPPORT STAFF | 120.00 |
| N6 | SUPPORT STAFF | 125.00 |
| P | ANALYST | 160.00 |
| P1 | ANALYST | 170.00 |
| P2 | ANALYST | 185.00 |
| P3 | PROFESSIONAL | 195.00 |
| P4 | PROFESSIONAL | 215.00 |
| P5 | SENIOR PROFESSIONAL I | 230.00 |
| P6 | SENIOR PROFESSIONAL I | 250.00 |
| P7 | SENIOR PROFESSIONAL I | 260.00 |
| P8 | SENIOR PROFESSIONAL II | 275.00 |
| T1 | TECHNICAL SUPPORT | 90.00 |
| T2 | TECHNICAL SUPPORT | 95.00 |
| T3 | TECHNICAL SUPPORT | 100.00 |
| T4 | TECHNICAL SUPPORT | 105.00 |
| T5 | SENIOR TECHNICAL SUPPORT | 120.00 |
| T6 | SENIOR TECHNICAL SUPPORT | 130.00 |
| T7 | SENIOR TECHNICAL SUPPORT | 145.00 |
| TS1 | TECHNICAL SUPPORT | 75.00 |
| TS2 | TECHNICAL SUPPORT | 90.00 |
| TS3 | TECHNICAL SUPPORT | 95.00 |
| TS4 | TECHNICAL SUPPORT | 100.00 |
| TS5 | TECHNICAL SUPPORT | 105.00 |
| X5 | ANALYST | 125.00 |
| X6 | ANALYST | 135.00 |
| X7 | PROFESSIONAL | 165.00 |
| X8 | SENIOR PROFESSIONAL I | 185.00 |

Effective September 2020 and subject to revision.



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK (AS APPEARING IN ESTIMATE)

U-Number: N/A Utility ID: U00011546
ROW CSJ Number: 0196-01-114 District: Dallas
County: Denton Highway No.: IH-35E
Federal Project No.: N/A

I, Sara Hensley, a duly authorized and qualified representative of City of Denton, hereinafter referred to as Owner, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for Owner to contract this adjustment, or Owner is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder...
B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors...
C. The work is to be performed under an existing continuing contract...
D. The utility proposes to contract outside the foregoing requirements...
E. The utility plans and specifications, with the consent of the State, will be included in the construction contract...



Signature: [Handwritten Signature]
City Manager
Title

Date: 12/7/22


Contact/Help

Form ROW-U-35
(Rev. 10/20)
Page 9

Attachment "E"

Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

- Utility Joint Use Agreement (ROW-U-JUA)
- Utility Installation Review/Permit Number: DAL20220504165610

 1/17/2023
Date
TxDOT

 12/7/22
Initial Date
Utility

a a t a l e

Utility Installation Request

Form 1082
(Rev. 12/09)
Page 1 of 2

| | | |
|---|-------------------|----------------|
| PERMIT NUMBER | DAL20220504165610 | |
| GLOBAL POSITIONING SYSTEM COORDINATES (GPS) NORTH AMERICAN DATUM 1983, (1993 ADJUSTMENT) IN DECIMAL DEGREES(DD) | | |
| | LATITUDE (DD) | LONGITUDE (DD) |
| BEGIN | 33.186 | 97.107 |
| END | 33.166 | 97.08 |

To the Texas Transportation Commission
c/o District Engineer Texas Department of Transportation

Date 05/25/22

Denton, Texas

Formal notice is hereby given that City of Denton

proposes to place a 1 LF of 8-inch sewer line and 926 FL of reclaimed waterline

line within the right of way of IH 35, RM _____, Displ. _____, to RM _____ Displ. _____ in
_____ County Texas, MNT Sec. No. _____ as follows: (give location, length, general design, etc.

Use additional sheet as needed)

See additional page

We will construct and maintain the line on the highway right of way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including, but not limited to, the "Texas Engineering Practice Act," "Federal Clean Water Act," the "National Endangered Species Act," "Americans with Disabilities Act," and the "Federal Historic Preservation Act." Upon request by TxDOT at any time, we will submit to TxDOT proof of compliance with all governing laws, rules and regulations before commencement of construction. Plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the facility based on the department's survey datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this Utility Installation Request (Request). We will give plans to TxDOT for each future proposed modification or expansion to our facility and TxDOT will have 30 days to review and approve the plans prior to commencement of the work. A new Request may be required as a condition of approval.

Our organization will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions." We will also ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.

When installing, modifying or maintaining our utility on controlled access facilities, we shall conform to the Texas Transportation Code, Title 6 Roadways, Chapter 203, Subchapter C, Control of Access, §203.031 (<http://www.statutes.legis.state.tx.us/>). We shall limit access for servicing this installation to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. Our rights of access to the through traffic roadways and ramps shall be subject to the same rules and regulations that apply to the general public.

It is expressly understood that TxDOT does not purport hereby to grant any right, claim, title or easement in or upon highway right of way. TxDOT may require us to relocate this line, subject to the provisions of governing laws, by giving us at least 30 days written notice. We understand a new Request will be required for the relocation. We will notify TxDOT prior to commencement of any operation which requires pruning of trees so that TxDOT may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up. We understand that these specifications are intended to preserve TxDOT's considerable investment in highway beautification plantings and by reducing damage due to trimming and to protect known endangered species.

Our installation shall not damage any part of the roadway structure or associated appurtenances. We will make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. We will not open-cut driveways or intersecting roadways without specific written permission from the owner.

Following approval, we will begin construction on or after _____

09/01/22

Month/Day/Year

We understand TxDOT may place additional provisions and requirements as listed below, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

| Additional Provisions and Requirements (for TxDOT input only) |
|--|
| <p>• General Special Provisions:</p> <p><input type="checkbox"/> Are attached.</p> <p><input type="checkbox"/> Are not attached.</p> |
| <p>• As-built Plans/Certifications of Construction:</p> <p><input type="checkbox"/> Are required and shall be certified as accurate by an authorized representative of the company.</p> <p><input type="checkbox"/> Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer.</p> <p><input type="checkbox"/> Are not required</p> <p><input type="checkbox"/> Certification that utility was installed as approved</p> |
| <p>• Re-vegetation Special Provisions: In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated:</p> <p><input type="checkbox"/> in accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or:</p> <p><input type="checkbox"/> as indicated on the attachment.</p> |
| <p>TxDOT Representative to be notified 48 hours prior to beginning construction:</p> |

If approved, we understand we will assume all risks associated with this installation within the TxDOT right of way. These risks include injuries to our workers, damage to contiguous utility lines that may be in the area and injuries or damage resulting from our failure to properly install and maintain the line.

If the character, use or function of our installation is materially changed from that approved under this Request, we will notify TxDOT within 30 days after the change. In the event of a voluntary or involuntary loss of public utility status, or other legal authority for longitudinal placement of the utility facility in the highway, or there is an abandonment of the facility without the approval of TxDOT, we will at our expense remove the unauthorized portion of the facility from the right of way.

If installation of the line is not begun prior to the 91st calendar day from date of issuance, we acknowledge that, unless otherwise extended, TxDOT's approval of this Request will automatically **expire**, and we will be required to resubmit our Request. All Request submissions, whether due to expiration of approval under this paragraph or new Requests for modifications and relocations shall be in accordance with the governing laws, rules, regulations and policies existing at the time of submission. In the event we fail to comply with any or all of the requirements as set forth in this Request, the State may take such action as it deems appropriate to compel our compliance.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this Utility Installation Request, and our commencement of construction will further attest to our review and acceptance of said additional provisions and requirements.

| REQUESTOR | |
|-------------------|------------------------------|
| Date: | |
| By: | |
| Signature: | |
| Title: | |
| Address: | |
| Denton | TX |
| City | State Zip Code |
| () | |
| Area Code | Telephone Number |

| APPROVED BY TxDOT | | |
|--------------------------|-------------------------|-----------------|
| Date: | | |
| By: | | |
| Signature: | | |
| Title: | | |
| Address: | | |
| | | |
| City | State | Zip Code |
| () | | |
| Area Code | Telephone Number | |

Attachment "F" Eligibility Ratio

Eligibility Ratio established: 100 %

- Non-interstate Highway (Calculations attached)
- Interstate Highway


ROW Utility Manual Chapter 8, Section 2

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

| Plan Sheet or Page# | In Easement (Eligible) Existing # of Poles or LF | In Public ROW (Ineligible) Existing # of Poles or LF |
|---------------------|--|--|
| 1 | 0 | 0 |
| 2 | 84 | 22 |
| 3 | 90 | 385 |
| 4 | 238 | 96 |
| Totals | 412 | 503 |

| | |
|---|--------|
| Total Existing # of Poles or LF (Eligible) | 412 |
| Total Existing # of Poles or LF (Ineligible) | 503 |
| Total Existing # of Poles or LF | 915 |
| Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF | 45.03% |


1/17/2023
 Date
 TxDOT



02/7/22
 Initial Date
 Utility


Attachment "G" Betterment Calculation and Estimate

- Elective Betterment Ratio established: 0 %
(Calculation attached and justification below)
- Forced Betterment
(Provide supporting documentation)
- Not Applicable

Elective betterment justification statement:

Due to long lead times for PVC of this non-standard size, the City offered HDPE as an alternate bid item to PVC. To achieve the comparable inner pipe diameter of the 18-inch PVC, a 20-inch HDPE pipe is required. Therefore, this is also considered a forced betterment as this is a direct benefit to the highway project, so there is no betterment ratio provided.

 1/17/2023
Date
TxDOT

 12/7/22
Initial Date
Utility

Attachment G: Forced Betterment

Wastewater Comparison HDPE to PVC

Similarly, there is an existing 18-inch PVC pressurized reclaimed/reuse wastewater line that is in conflict and proposed to be replaced with same material type. Due to long lead times for PVC of this non-standard size, the City offered HDPE as an alternate bid item to PVC. To achieve the comparable inner pipe diameter of the 18-inch PVC, a 20-inch HDPE pipe is required. Therefore, this is also considered a forced betterment as this is a direct benefit to the highway project, so there is no betterment ratio provided.

HDPE Water/Sewer | DIPS

PRESSURE-RATED HDPE PIPE



SUBMITTAL AND DATA SHEET

HDPE DUCTILE IRON OUTSIDE DIAMETER PRESSURE PIPE

| PIPE SIZE (IN) | AVG O.D. (IN) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) |
|----------------|---------------|----------------|---------------|--------------|----------------|---------------|--------------|-----------------|---------------|--------------|
| | | DR 7 (335 psi) | | | DR 9 (250 psi) | | | DR 11 (200 psi) | | |
| 4 | 4.800 | 0.686 | 3.346 | 3.87 | 0.533 | 3.670 | 3.13 | 0.436 | 3.876 | 2.62 |
| 6 | 6.900 | 0.986 | 4.868 | 7.99 | 0.767 | 5.274 | 6.46 | 0.627 | 5.571 | 5.41 |
| 8 | 9.050 | 1.293 | 6.309 | 13.75 | 1.006 | 6.917 | 11.12 | 0.823 | 7.305 | 9.32 |
| 10 | 11.100 | 1.586 | 7.738 | 20.68 | 1.233 | 8.486 | 16.72 | 1.009 | 8.961 | 14.01 |
| 12 | 13.200 | 1.886 | 9.202 | 29.25 | 1.467 | 10.090 | 23.65 | 1.200 | 10.656 | 19.82 |
| 14 | 15.300 | 2.186 | 10.666 | 39.29 | 1.700 | 11.696 | 31.77 | 1.391 | 12.351 | 26.63 |
| 16 | 17.400 | 2.486 | 12.130 | 50.82 | 1.933 | 13.302 | 41.08 | 1.582 | 14.046 | 34.44 |
| 18 | 19.500 | 2.786 | 13.594 | 63.82 | 2.167 | 14.906 | 51.61 | 1.773 | 15.741 | 43.25 |
| 20 | 21.600 | 3.086 | 15.058 | 78.31 | 2.400 | 16.512 | 63.32 | 1.964 | 17.436 | 53.07 |
| 24 | 25.800 | N/A | N/A | N/A | 2.867 | 19.722 | 90.35 | 2.345 | 20.829 | 75.69 |
| 30 | 32.000 | N/A | N/A | N/A | N/A | N/A | N/A | 2.909 | 25.833 | 116.46 |
| 36 | 38.300 | N/A | N/A | N/A | N/A | N/A | N/A | 3.482 | 30.918 | 166.84 |

Product Standard: ANSI/AWWA C906
ASTM F714, ASTM D3035
Pipe Compound: PPI TR-4 PE 4710,
ASTM D3350 Cell Class 445574 C/E
Certification: ANSI/NSF 61, ANSI/NSF 14*
Additional Option: Perforated (4" - 8")*
Nominal Laying Length: 40/50 feet
(Laying length tolerances are in accordance with
AWWA and ASTM standards)
Coil option available upon request for size 6" and below.
Installation: JM Eagle™ HDPE Water/Sewer
Installation Guide
Manning Coefficient (n) = 0.009
Hazen-Williams Coefficient (c) = 150
*Supply may vary based on plant location.
Please call regarding availability.

Blue Brute | C900

PRESSURE-RATED PVC PIPE



SUBMITTAL AND DATA SHEET

| PIPE SIZE (IN) | AVERAGE O.D. (IN) | NOM. I.D. (IN) | MIN. T. (IN) | APPROX. E _s (IN) | APPROX. E _w (IN) | APPROX. D ¹ (IN) | APPROX. WGT (LBS/FT) |
|--------------------------------|-------------------|----------------|--------------|-----------------------------|-----------------------------|-----------------------------|----------------------|
| PRESSURE CLASS 235 psi (DR 18) | | | | | | | |
| PIPE STIFFNESS: 364 psi | | | | | | | |
| 4 | 4.80 | 4.23 | 0.267 | 4.5 | 5.5 | 6.204 | 2.6 |
| 6 | 6.90 | 6.09 | 0.383 | 5.25 | 6.25 | 8.654 | 5.3 |
| 8 | 9.05 | 7.98 | 0.503 | 6.25 | 7.25 | 11.195 | 9.2 |
| 10 | 11.10 | 9.79 | 0.617 | 7.25 | 8.25 | 13.699 | 13.9 |
| 12 | 13.20 | 11.65 | 0.733 | 8.25 | 9.25 | 16.125 | 19.7 |
| 14 | 15.30 | 13.50 | 0.850 | 6.5 | 8 | 18.603 | 26.75 |
| 16 | 17.40 | 15.35 | 0.967 | 7.25 | 8.75 | 21.135 | 34.86 |
| 18 | 19.50 | 17.20 | 1.083 | 7.75 | 9.25 | 23.832 | 48.95 |
| 20 | 21.60 | 19.06 | 1.200 | 8.75 | 10.25 | 26.107 | 54.22 |
| 24 | 25.80 | 22.76 | 1.433 | 9.75 | 11.25 | 31.089 | 77.97 |
| 30 | 32.00 | 28.23 | 1.778 | 11.5 | 13.5 | 38.264 | 117.82 |

Product Standard: ANSI/AWWA C900-16
CSA B137.3* (DR 18, 25, 4"-18"; DR 14, 4"-12")
Pipe Compound: ASTM D1784 Cell Class 12454
Gasket: ASTM F477
Integral Bell Joint: ASTM D3139
Certifications: ANSI/NSF 61, ANSI/NSF 14*
UL 1285 (DR 14, 18, 25, up to 24"), FM 1612* (DR 14 / DR 18; 4-12"), CSA B137.3*
Note: FM Approvals Pressure Class 185 psi for DR 18 and 250 psi for DR 14.
Nominal Laying Length: 20 feet
(Laying length tolerances with AWWA and/or CSA standards)
Installation: JM Eagle™ Blue Brute Installation Guide
Manning Coefficient (n) = 0.009 • Hazen-Williams Coefficient (c) = 150
*Please call regarding availability.

Attachment "H" Proof of Property Interest

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest documented through applicable affidavits and required attachments.

ROW-U-Affidavit

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.



1/17/2023

Date
TxDOT

SA

Initial

12/7/22

Date
Utility

35.21.4. - Easement Requirements.

All utilities in a development shall be provided in street rights-of-way except for special circumstances approved by the Development Review Committee. In such cases, the following standards shall prevail:

- A. All utility easements shall be a minimum of sixteen (16) feet unless special circumstances warrant additional or reduced easements which can be approved by the Development Review Committee. The general criteria to define minimum easement widths are listed below:

| Type of Development | Easement Size |
|---|---------------|
| Individual water or sewer lines up to 24" in diameter | 16 ft |
| Individual water or sewer lines greater than 24" | 20 ft |
| Water and sewer lines up to 24" in the same easement | 20 ft |
| Water and sewer lines greater than 24" in the same easement | 25 ft |
| Easements along TxDOT rights-of-way | 20 ft |

- B. Lot lines will not split easements.
- C. Dead-end easements are not acceptable unless approved for special circumstances by the Development Review Committee.
- D. Fences within utility easements are prohibited.
1. No fences will be allowed to be built that cross dedicated utility easements.
 2. Any existing fence that crosses dedicated utility easements that conflict with the purpose and intent of the easement may be removed by the City at any time.
 3. The City is under no obligation to repair or replace any fence that is damaged or removed that encroaches within a dedicated easement for the purposes of operating, maintaining, replacing or installing water or sewer facilities within the dedicated easement.
- E. Employees of the City shall have the authority to enter premises at any reasonable time in the regular line of duty for the purpose of inspecting, repairing or constructing any water, electric or sewer line or any water or electric meter, etc. The landowner and occupant are responsible for any construction activities occurring over

or within any on-site utility in a utility easement. If utility inspection or repair or reconstruction is necessary, any pavement, structure or improvement damaged within a dedicated utility easement, shall not be the responsibility of the City for any repairs, but shall be the sole responsibility of the owner. The landowner assumes responsibility for any and all improvements placed within a utility easement at their own risk. Additionally, the provisions of this section do not permit or supercede the limits and restrictions prescribed by the conditions of any existing utility easement for allowing improvements to be place within utility easements.

VERSION: NOV 14, 2013 (ARCHIVE) -

Standards

- 35.21.1. - Basic Policy.
- 35.21.2. - Extensions of Water and Sewer Mains.
- 35.21.3. - Basic Design Standards.
- 35.21.4. - Easement Requirements.**
- 35.21.5. - Water Capacity Requirements.
- 35.21.6. - Sewer Capacity Requirements.
- 35.21.7. - Impact Fees.
- 35.21.8. - Tapping Fees.
- 35.21.9. - Oversize Participation by the City.
- 35.21.10. - Pro-Rata Agreements.

35.21.4. - Easement Requirements.

All utilities in a development shall be provided in street rights-of-way except for special circumstances approved by the Development Review Committee. In such cases, the following standards shall prevail:

A. All utility easements shall be a minimum of sixteen (16) feet unless special circumstances warrant additional or reduced easements which can be approved by the Development Review Committee. The general criteria to define minimum easement widths are listed below:

| Type of Development | Easement Size |
|---|---------------|
| Individual water or sewer lines up to 24" in diameter | 16 ft. |
| Individual water or sewer lines greater than 24" | 20 ft. |
| Water and sewer lines up to 24" in the same easement | 20 ft. |
| Water and sewer lines greater than 24" in the same easement | 25 ft. |
| <u>Easements along TxDOT rights-of-way</u> | <u>20 ft.</u> |

EXPAND

**TxDOT Highway Project Number:
0196-02-109
TxDOT Parcel 85**

RCSJ 0196-01-114
From: South of Mayhill
To: South of SL 288

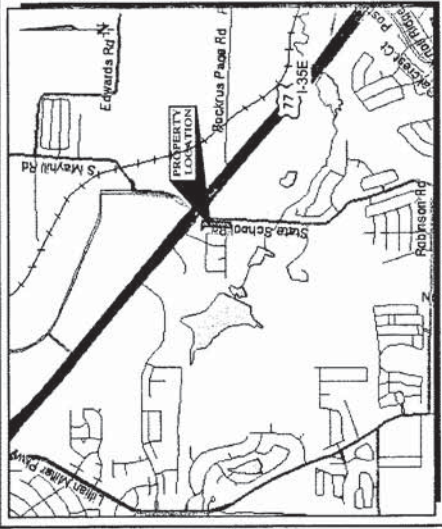
Utility Longitudinal Stations:
Sta 1760+21 LT to Sta 1761+16 LT

Existing Easement

Instrument No. 2012-144892

Volume V, Page 273

PART OF LOT 1-R, BLOCK 1, BRIER CLIFF CENTER
MEMPHIS, EL PASO AND PACIFIC RAILROAD COMPANY
SURVEY, ABSTRACT NO. 950
CITY OF DENTON, DENTON COUNTY, TEXAS



LOCATION MAP
SCALE: 1"=2000'

STATE OF TEXAS
COUNTY OF DENTON

CERTIFICATE OF SURVEYOR

I, PATRICK CARTER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

PATRICK CARTER
REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REGISTRATION NO. 5691 DATE: 9/2/03

NOTE: SPC TXNC COORDINATES ARE IN METERS. BASED ON FOUND BRASS CAP P 941 ON THE SOUTH-EAST BRIDGE ABUTMENT AT THE INTERSECTION OF U.S. HIGHWAY 377 AND STATE HIGHWAY 114.
NOTE: THE BOUNDARY OF THIS 1.990 ACRES TRACT IS IN FEET NOT ADJUSTED TO SPC, AND IS ROTATED TO CDEO CALLS, NOT SPC.
NEC OF 1.990 ACRES TRACT SPC TXNC - N 2167815.78703
E 731431.45350
SEC OF 1.990 ACRES TRACT SPC TXNC - N 2167706.19363
E 731420.95287

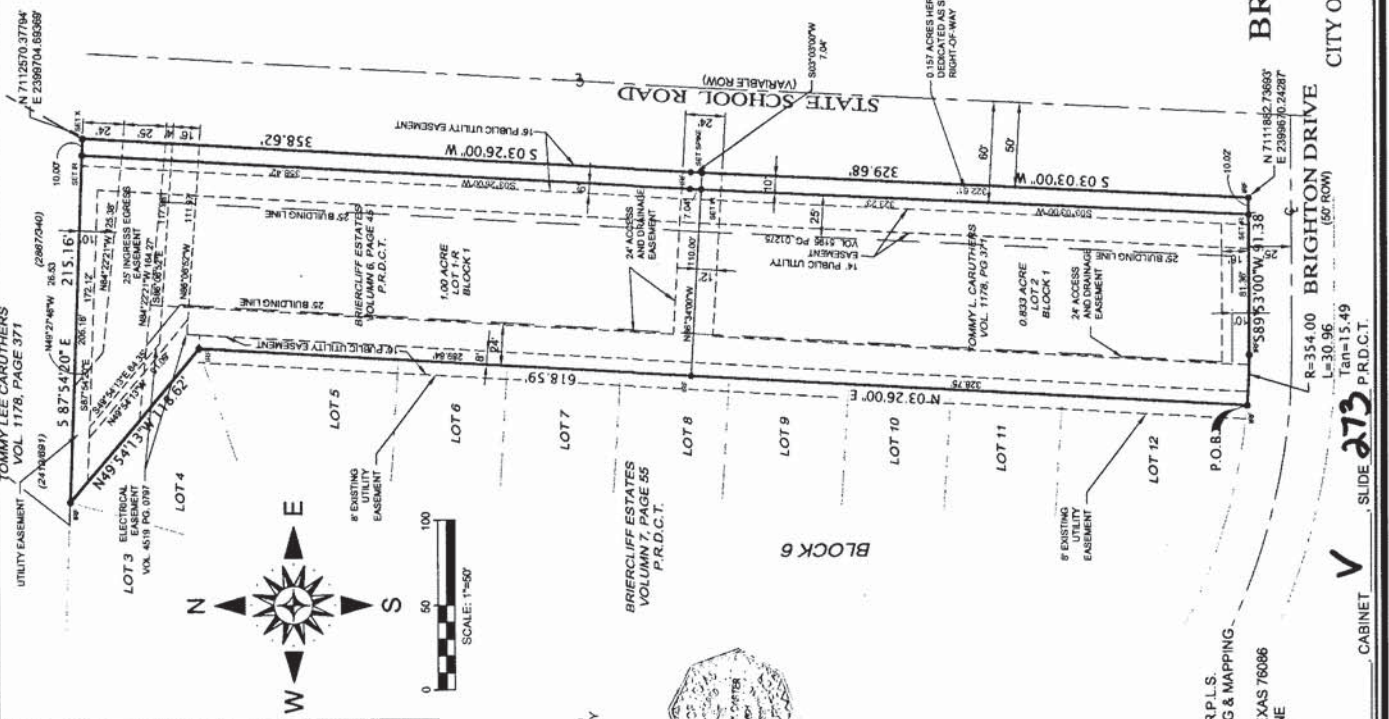
PLANNING & ZONING
APPROVAL DATE: June 11, 2003
JERRY W. WILKINS, CHAIRPERSON
JENNIFER WILKINS, CITY SECRETARY

SURVEYOR:
PATRICK CARTER, R.P.L.S.
CARTER SURVEYING & MAPPING
110A PALO PINTO
WEATHERFORD, TEXAS 75086
(817) 594-0400 PHONE
(817) 594-0403 FAX

BARNETT ENGINEERING INC.
P.O. BOX 220
WEATHERFORD, TX 75086
(817) 341-0425 METRO
(817) 599-4279 FAX
www.barnett-engineering.com

OWNER:
TOMMY LEE CARUTHERS
1200 FORT WORTH DRIVE
DENTON, TEXAS 76205

RECORDED: DATE _____
CABINET _____
SLIDE **273**



STATE OF TEXAS
COUNTY OF DENTON

OWNERS CERTIFICATE
WHEREAS TOMMY LEE CARUTHERS, IS THE SOLE OWNER OF A 1.990 ACRES TRACT OF LAND SITUATED IN THE CITY OF DENTON, DENTON COUNTY, TEXAS, AND SAID 1.990 ACRES TRACT OF LAND BEING OUT OF LOT 1, BLOCK 1, BRIER CLIFF ESTATES, (N 6 P 45 P R.O.C.T.X), TO THE CITY OF DENTON, DENTON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY DEED OF DONOR, CENTON & P.R.O. SURVEY, 1, ADJACENT TO SAID TRACT, VOL. 2867, PAGE 371, OF THIS COUNTY, TEXAS; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE N 03°28'00" E A DISTANCE OF 618.59 FEET TO AN IRON ROD FOUND AT THE SOUTH-EAST CORNER OF LOT 4, BLOCK 6, BRIERCLIFF ESTATES
THENCE N 48°54'13" W A DISTANCE OF 118.62 FEET TO AN IRON ROD FOUND IN THE SOUTH-LINE OF TOMMY CARUTHERS TRACT, VOLUME 2419, PAGE 991
THENCE S 87°54'02" E A DISTANCE OF 215.16 FEET TO A SET X IN THE WEST RIGHT-OF-WAY OF STATE SCHOOL ROAD AND AT THE SOUTHEAST CORNER OF TOMMY CARUTHERS TRACT, VOLUME 2867, PAGE 340
THENCE S 03°26'00" W ALONG THE WEST RIGHT OF WAY OF SAO STATE SCHOOL ROAD A DISTANCE OF 358.82 FEET TO AN IRON ROD FOUND
THENCE S. 03°03'00" W CONTINUING ALONG THE WEST RIGHT OF WAY OF SAO STATE SCHOOL ROAD A DISTANCE OF 329.88 FEET TO AN IRON ROD FOUND IN THE NORTH-LINE OF BRIGHTON DRIVE;
THENCE S 89°51'00" W ALONG THE NORTH-LINE OF SAO BRIGHTON DRIVE A DISTANCE OF 91.38 FEET TO A CURVE TO THE RIGHT TO AN IRON ROD FOUND;
THENCE ALONG SAO CURVE TO THE RIGHT HAVING A RADIUS OF 354.00 FEET AND LENGTH OF 30.96 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.990 ACRES MORE OR LESS.

STATE OF TEXAS
COUNTY OF DENTON

THAT I, TOMMY LEE CARUTHERS, AM THE OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAT WITHIN THE AREA DESCRIBED AND DESIGNATED HEREIN AS BRIER CLIFF CENTER AN ADDITION TO THE CITY OF DENTON, TEXAS, I DO HEREBY DECIDE TO THE USE OF THE PUBLIC FOR EVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, RIGHTS-OF-WAY AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND FOR THE CONSIDERATION THEREIN EXPRESSED.

TOMMY LEE CARUTHERS
DATE: 9-11-03

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TOMMY LEE CARUTHERS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10TH DAY OF SEPT. 2003.

Doreen E. DeLoake
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 12-04-2004



CITY PLAN FILE NO. FR03-0004

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA HITCHCOCK, COUNTY CLERK
On: Sep 24 2003
Recept #: 158459
Doc/Inst #: 3206
Doc/Inst #: 6, 08
Doc/Inst #: 2003-RO-10073
Deputy - Jane

FINAL PLAT OF
LOT 1-R & LOT 2, BLOCK 1,
BRIER CLIFF CENTER
REPLAT OF LOT 1, BLOCK 1,
BRIER CLIFF ESTATES
CITY OF DENTON, DENTON COUNTY, TEXAS
MAY, 2003

5195 01273

use of the easement for the purposes granted.

7. Grantor's Rights. Grantor shall have the right to make use of the easement for any purpose that does not interfere with the City's rights in the easement for the purposes granted, subject to the restrictions contained herein.

8. Neither party has made any representations or promises outside the written provisions of this easement document relating to the subject matter of this easement document.

9. Successors and Assigns. This grant shall run with the land and shall be binding upon the parties and their heirs, successors and assigns.

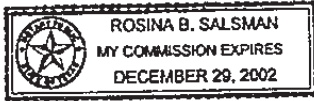
Witness my hand, this the 8 day of OCTOBER, 2002.

By: Tommy Caruthers
Tommy Lee Caruthers

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Denton §

This instrument was acknowledged before me on 10-8, 2002 by Tommy Lee Caruthers, of Tommy Lee Caruthers.



Rosina B. Salsman
Notary Public, in and for the State of TEXAS
My Commission Expires: 12-29-02

Accepted this 8 day of October, 2002 for the City of Denton, Texas (Resolution No. 91-073).

By: Pamela England for Paul Williamson
Paul Williamson

AFTER RECORDING RETURN TO:

City of Denton
Engineering Department
601 East Hickory
Suite B
Denton, Texas 76205
ATTN: Paul Williamson

EXHIBIT A

**LEGAL DESCRIPTION
M.E.P. & P.R.R. SURVEY, ABS. No. 950
CITY OF DENTON, DENTON COUNTY, TEXAS**

SITUATED in the City of Denton, Denton County, Texas and being a strip of land out of a tract of land conveyed to **TOMMY LEE CARUTHERS** by deed recorded in Volume 1178, Page 371 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said tract also being Lot 1, Block 1 of Briarcliff Subdivision according to the plat recorded in Cabinet 6, Page 45 of the Plat Records of Denton County, Texas (P.R.D.C.T.), said strip of land being herein described as a proposed 14.00 feet wide Permanent Public Utility Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the south property line of the said Lot 1 and on the existing northerly right-of-way of Brighton Drive, said beginning point being located South 89 degrees 38 minutes 14 seconds West 16.02 feet from the southeast property corner of the said Lot 1.

THENCE, South 89 degrees 38 minutes 14 seconds West, along the said property line and said right-of-way, 14.02 feet to a point;

THENCE, North 2 degrees 48 minutes 14 seconds East 331.00 feet to a point;

THENCE, North 1 degree 29 minutes 36 seconds East 358.47 feet to a point on the north property line of the said Lot 1;

THENCE, South 88 degrees 05 minutes 21 seconds East, along the said property line, 14.00 feet to a point;

THENCE, South 1 degree 29 minutes 36 seconds West 358.71 feet to a point;

THENCE, South 2 degrees 48 minutes 14 seconds West 330.57 feet to the **POINT OF BEGINNING**;

The proposed Permanent Public Utility Easement being herein described contains 0.2215 acres (9,649 square feet) of land.

I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner



Registered Professional Land Surveyor,
Texas No. 4183
Date of Survey: 3-28-02
Revised 4-22-02

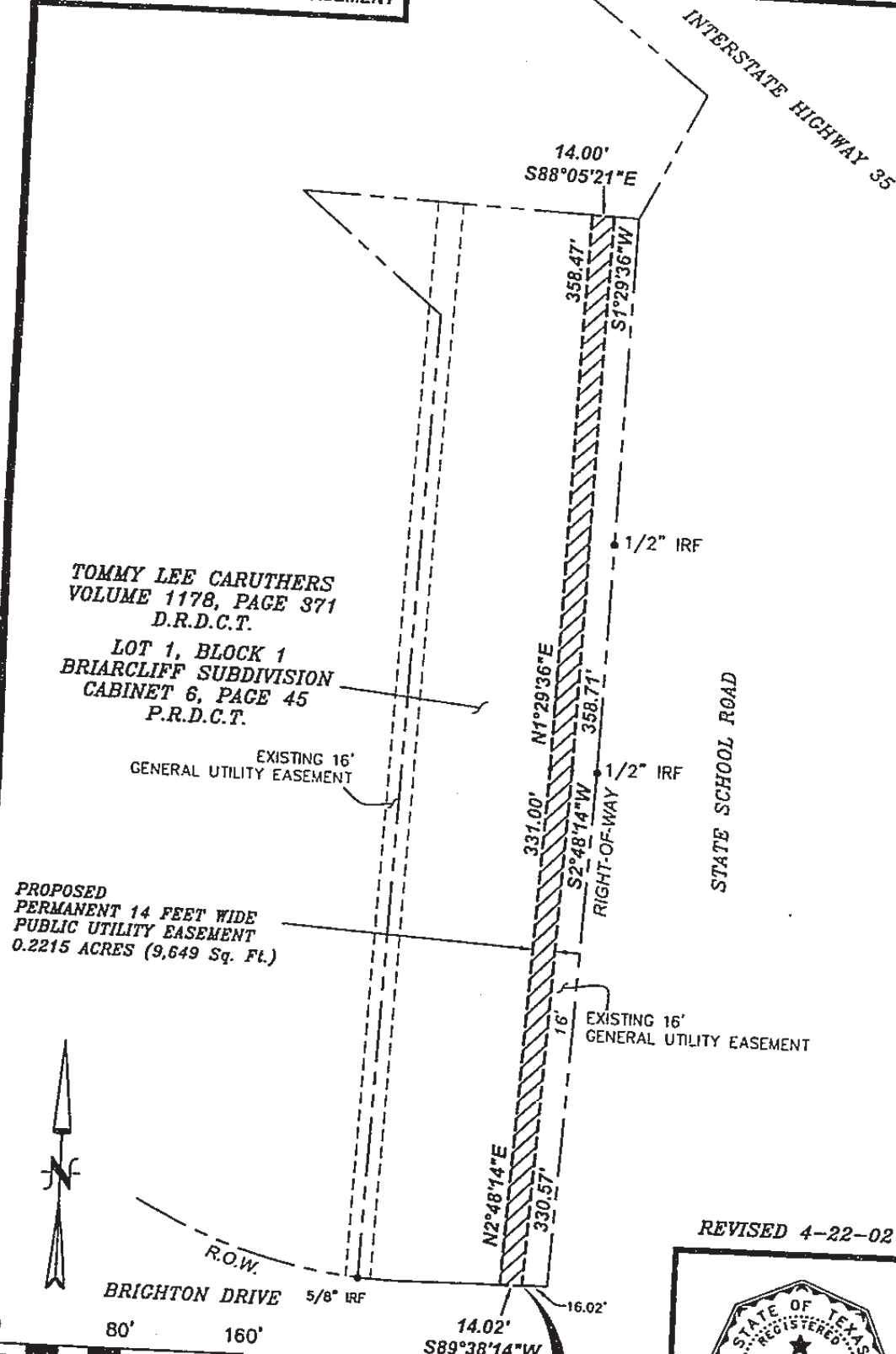
EXHIBIT B

SURVEY: MEP & PRR SURVEY, ABS NO. 950
LOCATION: CITY OF DENTON, DENTON COUNTY, TEXAS

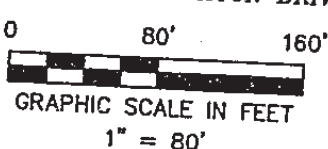
PROPERTY LOCATION: STATE SCHOOL & I-35E
PERM. PUBLIC UTILITY EASEMENT: 0.2215 AC.

PERMANENT PUBLIC UTILITY EASEMENT

5195 01275



TOMMY LEE CARUTHERS
VOLUME 1178, PAGE 371
D.R.D.C.T.
LOT 1, BLOCK 1
BRIARCLIFF SUBDIVISION
CABINET 6, PAGE 45
P.R.D.C.T.



REVISED 4-22-02



SPOONER & ASSOC.
REGISTERED PROFESSIONAL
LAND SURVEYORS

7417 CONTINENTAL TRAIL
No. RICHLAND HILLS, TX 76180
817-281-2355

DATE 3-28-02
JOB NO. 1053-7-01
ACAD FILE 1053-EASE-9

5195 01276

PLEASE RETURN TO:
City of Denton
Engineering Department
City Hall East
601 E. Hickory, Suite B
Denton, Texas 76205
Attention: Paul Williamson

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Oct 18 2002
At 10:51am

Receipt #: 59522
Recording: 11.00
Doc/Hgmt: 6.00
Doc/Num: 2002-R0132732
Doc/Type: EAS
Deputy -ALVIN

ABSTRACT OF JUDGMENT
CAUSE NO. GC-99-00537

5108 N

CLERK OF THE COURT
Cynthia Mitchell
1450 E. McKinney, Suite 2412
Denton, Texas 76209

ATTORNEY FOR PLAINTIFF
BICKLEY, NEIL A.
301 S. Sherman Street, Suite 103
Richardson, Texas 75081

132733

THE STATE OF TEXAS §
COUNTY OF DENTON §

I, Cynthia Mitchell, CLERK of the County Courts of Denton County, Texas, do hereby certify that in the County Court at Law No. 2 of Denton County, Texas, in a certain suit heard in said court, wherein:

LORIE MEDLEY AND JIM FLETCHER, Plaintiff(s)
vs.
ROBERT FOWLER, JR., Defendant(s)

Plaintiff recovered judgment against the following Defendant(s):

FOWLER, ROBERT JR.
1795 BOWIE ST.

Sanger, Texas 76266

DRIVER'S LICENSE: TX- 12273807
BIRTH DATE: 1-31-67
S.S # UNKNOWN

5195 01277

On 31st day of august , 1999, for:

\$8,759.00 ; as the principle amount due;
Interest on said sums at the rate of ten percent (10%) from the date of judgment, until paid ; and
\$150.00 ; as costs of court :

If a Defendant's address is not shown, the nature of citation and the date and place citation was served is/are NOT APPLICABLE

Said judgment is entitled to the following credits to-wit: NONE

GIVEN UNDER MY HAND AND SEAL OF OFFICE, at Denton, Texas, Friday, September 27, 2002.

CYNTHIA MITCHELL, COUNTY CLERK,
DENTON COUNTY, TEXAS

BY: Zahra Kadkhoda, Deputy Clerk
ZAHRA KADKHODA



THE STATE OF TEXAS §
COUNTY OF _____ §

I, _____, County Clerk of _____ County, do hereby certify that this Abstract of Judgment was filed for record in my office the _____ day of _____, 200____, at _____ o'clock ____ .M., and was immediately recorded the _____ day of _____, 200____, at _____ o'clock ____ .M., in the Judgment Records of said County in Volume _____, Page _____, and was also at the same time entered upon the Index to said Judgment Records, showing the names of each Plaintiff(s) and each Defendant(s) in said Judgment, and the numbers of the pages of the Book upon which said abstract is recorded.

WITNESSES MY HAND AND SEAL OF OFFICE, this _____ day of _____, 200____.

County Clerk
County, Texas
BY: _____, Deputy Clerk

LEGAL DESCRIPTION

BEING a tract of land situated in the Memphis, El Paso and Pacific Railroad Company Survey, Abstract No. 950, City of Denton, Denton County, Texas, and being part of Lot 1-R, Block 1, Brier Cliff Center, an addition to the City of Denton, Texas according to the plat recorded in Volume V, Page 273 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point in the southwest right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), and being the northeast corner of Lot 1, Block 1, Brier Cliff Center Addition, an addition to the City of Denton, Texas according to the plat recorded in Volume West, Page 715 of the Plat Records of Denton, Texas; from said point a 1/2-inch iron rod found bears North 50°22'36" West, a distance of 277.87 feet;

THENCE South 50°22'36" East, along the said southwest right-of-way line of Interstate Highway No. 35, a distance of 171.28 feet to a point at the intersection of the said southwest right-of-way line of Interstate Highway No. 35 and the northwest right-of-way line of State School Road (a variable width right-of-way);

THENCE South 29°40'54" West, along the said northwest right-of-way line of said State School Road, a distance of 87.08 feet to the northeast corner of said Lot 1-R;

THENCE continuing along the said northwest right-of-way line of State School Road, South 3°02'50" West, a distance of 26.67 feet to the southeast corner of a called 0.077 acre tract of land described in Special Warranty Deed with Vendor's Lien to Goel Ventures, LLC recorded in Instrument No. 2012-144892 of said Official Public Records;

THENCE departing the said northwest right-of-way line of State School Road, North 86°49'47" West, along the south line of said 0.077 acre tract, a distance of 30.00 feet to the **POINT OF BEGINNING**;

THENCE departing the said south line of the 0.077 acre tract, South 3°02'50" West, a distance of 22.60 feet to a point for corner;

THENCE the following five (5) calls:

- South 50°12'22" East, a distance of 24.96 feet to a point for corner;
- South 3°02'50" West, a distance of 24.69 feet to a point for corner;
- South 17°59'36" West, a distance of 0.23 feet to a point for corner;
- North 50°12'22" West, a distance of 78.68 feet to a point for corner;
- North 39°27'46" East, a distance of 19.19 feet to a point for corner in the said south line of the 0.077 acre tract;


THENCE South 86°49'47" East, along the said south line of the 0.077 acre tract, a distance of 31.71 feet to the **POINT OF BEGINNING** and containing 1,770 square feet or 0.0406 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.


 MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 michael.billingsley@kimley-horn.com



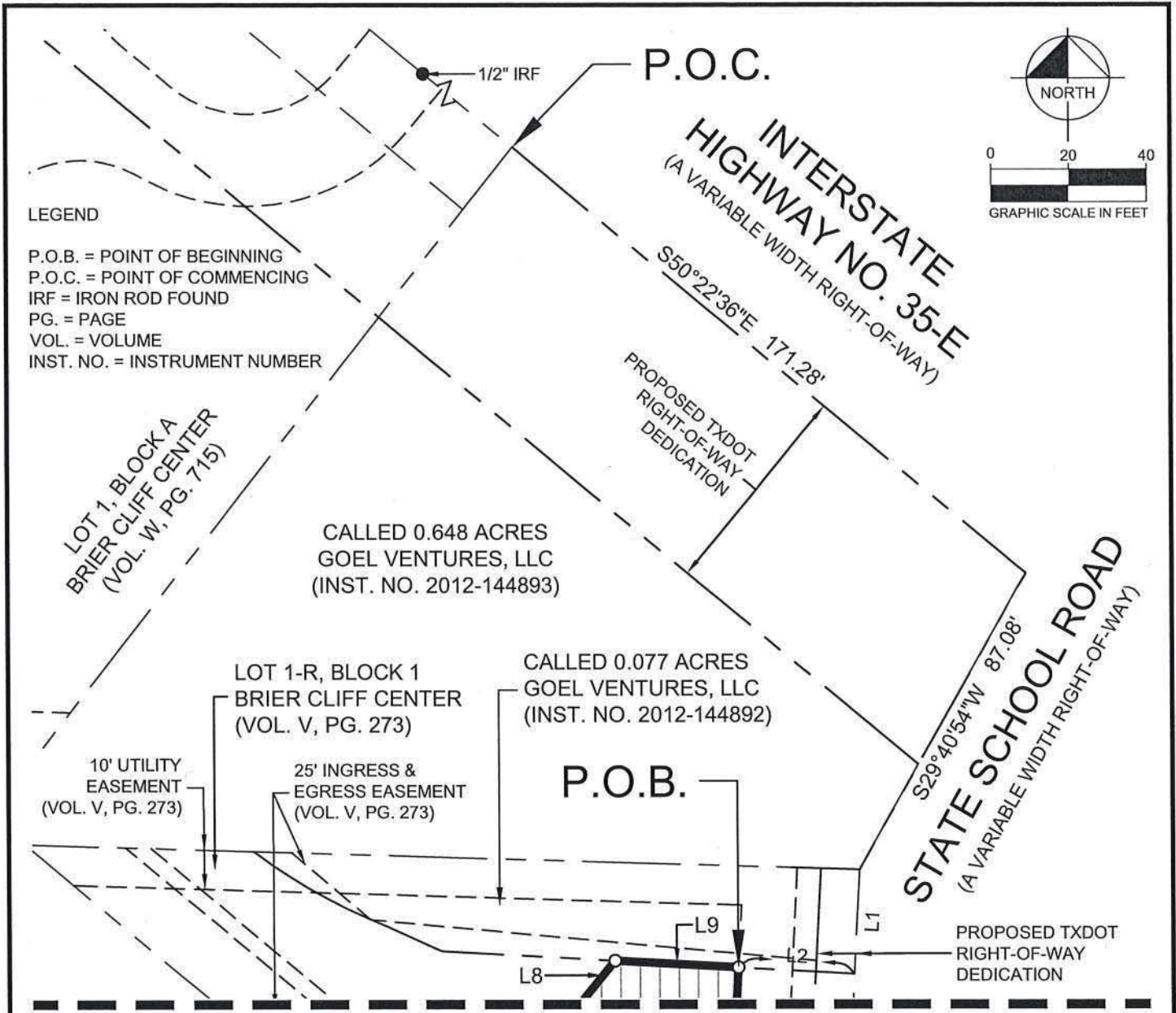
WATER AND WASTEWATER EASEMENT
 PART OF LOT 1-R, BLOCK 1, BRIER CLIFF CENTER
 MEMPHIS, EL PASO AND PACIFIC RAILROAD
 COMPANY SURVEY, ABSTRACT NO. 950
 CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040

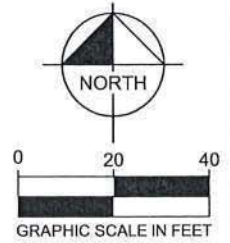
Tel. No. (817) 335-6511
 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-------|----------|------------|-----------|-------------|-----------|
| N/A | CRG/JBH | MCB | 12/7/2021 | 061024039 | 1 OF 3 |



LEGEND

P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCING
 IRF = IRON ROD FOUND
 PG. = PAGE
 VOL. = VOLUME
 INST. NO. = INSTRUMENT NUMBER



NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

[Signature]
 12/7/21
MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 michael.billingsley@kimley-horn.com



WATER AND WASTEWATER EASEMENT
 PART OF LOT 1-R, BLOCK 1, BRIER CLIFF CENTER
 MEMPHIS, EL PASO AND PACIFIC RAILROAD
 COMPANY SURVEY, ABSTRACT NO. 950
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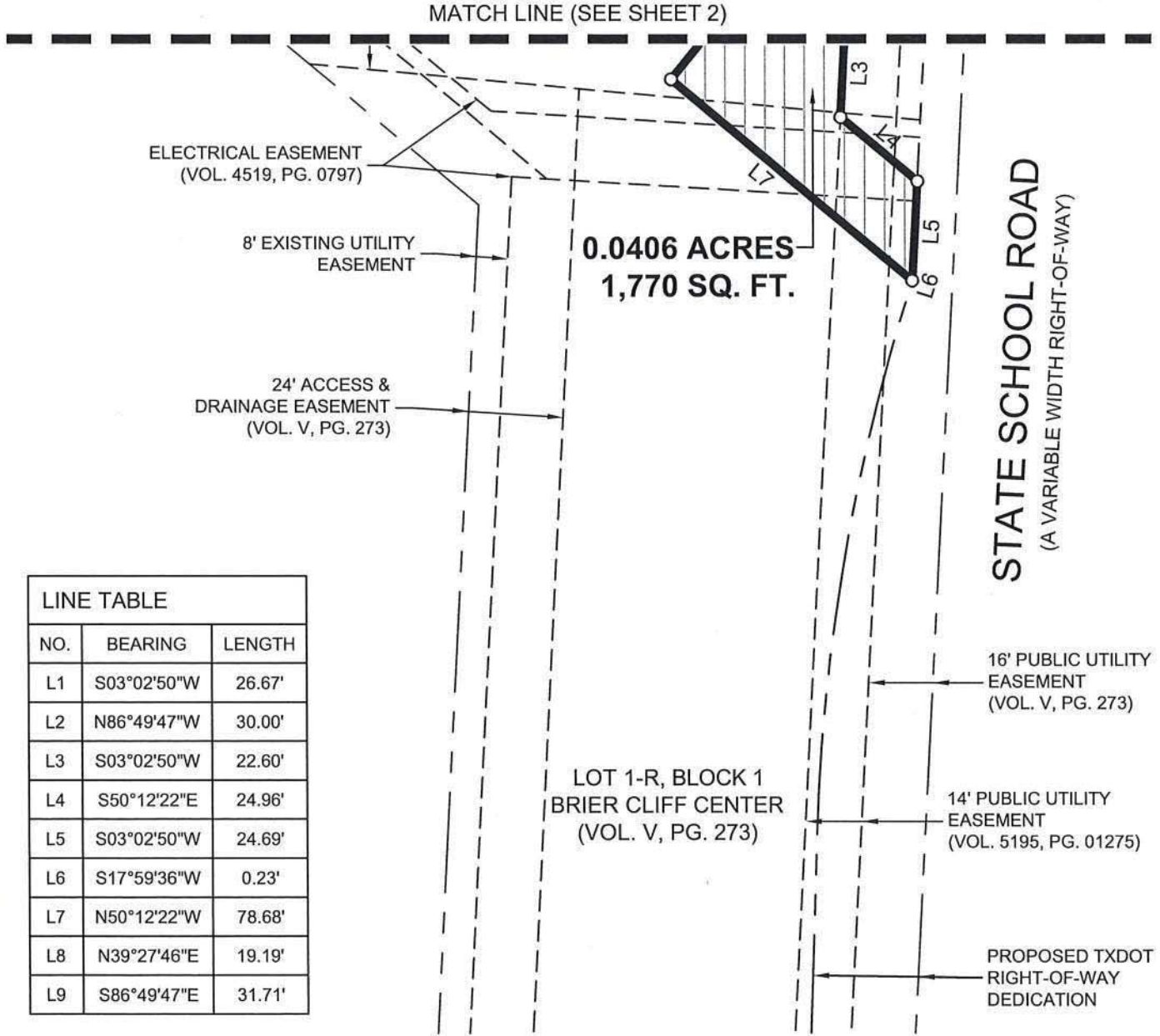
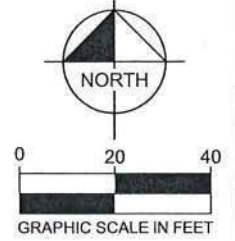
Kimley»Horn

801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511
 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|----------|----------|------------|-----------|-------------|-----------|
| 1" = 40' | CRG/JBH | MCB | 12/7/2021 | 061024039 | 2 OF 3 |

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| LINE TABLE | | |
|------------|-------------|--------|
| NO. | BEARING | LENGTH |
| L1 | S03°02'50"W | 26.67' |
| L2 | N86°49'47"W | 30.00' |
| L3 | S03°02'50"W | 22.60' |
| L4 | S50°12'22"E | 24.96' |
| L5 | S03°02'50"W | 24.69' |
| L6 | S17°59'36"W | 0.23' |
| L7 | N50°12'22"W | 78.68' |
| L8 | N39°27'46"E | 19.19' |
| L9 | S86°49'47"E | 31.71' |

LOT 1-R, BLOCK 1
 BRIER CLIFF CENTER
 (VOL. V, PG. 273)

STATE SCHOOL ROAD
 (A VARIABLE WIDTH RIGHT-OF-WAY)

WATER AND WASTEWATER EASEMENT
 PART OF LOT 1-R, BLOCK 1, BRIER CLIFF CENTER
 MEMPHIS, EL PASO AND PACIFIC RAILROAD
 COMPANY SURVEY, ABSTRACT NO. 950
 CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511
 www.kimley-horn.com

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| 1" = 40' | CRG/JBH | MCB | 12/7/2021 | 061024039 | 3 OF 3 |

LEGAL DESCRIPTION

BEING a tract of land situated in the Memphis, El Paso and Pacific Railroad Company Survey, Abstract No. 950, City of Denton, Denton County, Texas, and being part of Lot 1-R, Block 1, Brier Cliff Center, an addition to the City of Denton, Texas according to the plat recorded in Volume V, Page 273 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point in the southwest right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), and being the northeast corner of Lot 1, Block 1, Brier Cliff Center Addition, an addition to the City of Denton, Texas according to the plat recorded in Volume West, Page 715 of the Plat Records of Denton, Texas; from said point a 1/2-inch iron rod found bears North 50°22'36" West, a distance of 277.87 feet;

THENCE South 50°22'36" East, along the said southwest right-of-way line of Interstate Highway No. 35, a distance of 171.28 feet to a point at the intersection of the said southwest right-of-way line of Interstate Highway No. 35 and the northwest right-of-way line of State School Road (a variable width right-of-way);

THENCE South 29°40'54" West, along the said northwest right-of-way line of said State School Road, a distance of 87.08 feet to the northeast corner of said Lot 1-R;

THENCE continuing along the said northwest right-of-way line of State School Road, South 3°02'50" West, a distance of 26.67 feet to the southeast corner of a called 0.077 acre tract of land described in Special Warranty Deed with Vendor's Lien to Goel Ventures, LLC recorded in Instrument No. 2012-144892 of said Official Public Records;

THENCE departing the said northwest right-of-way line of State School Road, North 86°49'47" West, along the south line of said 0.077 acre tract, a distance of 61.71 feet to the **POINT OF BEGINNING**;

THENCE departing the said south line of the 0.077 acre tract, South 39°27'46" West, a distance of 19.19 feet to a point for corner;

THENCE North 50°12'22" West, a distance of 25.93 feet to a point for corner in the said south line of the 0.077 acre tract;

THENCE South 86°49'47" East, along the said south line of the 0.077 acre tract, a distance of 32.18 feet to the **POINT OF BEGINNING** and containing 249 square feet or 0.0057 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

[Signature] 12/7/21
 MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 michael.billingsley@kimley-horn.com

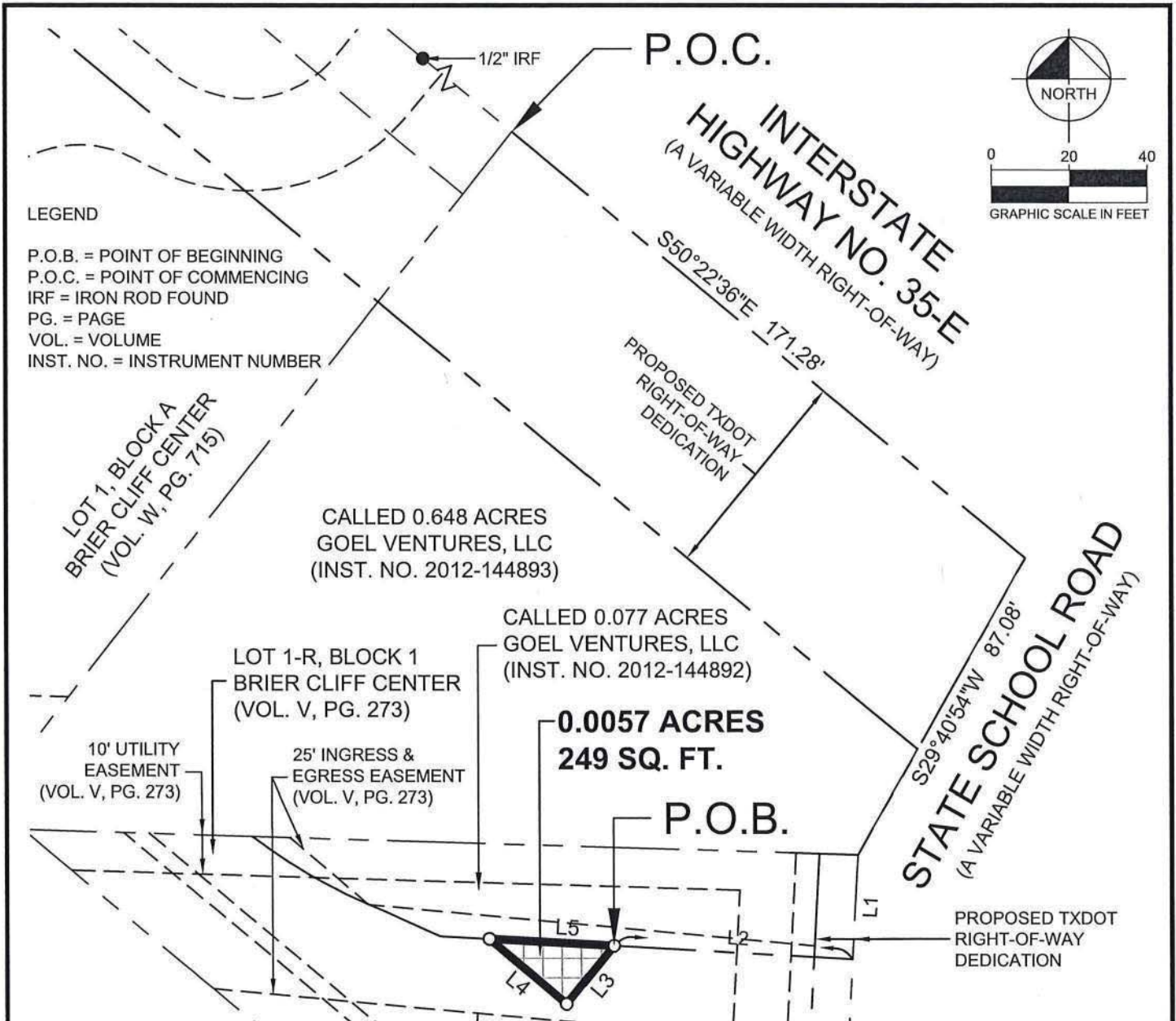


TEMPORARY CONSTRUCTION EASEMENT
 PART OF LOT 1-R, BLOCK 1, BRIER CLIFF CENTER
 MEMPHIS, EL PASO AND PACIFIC RAILROAD
 COMPANY SURVEY, ABSTRACT NO. 950
 CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

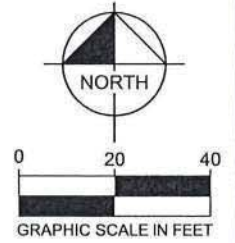
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-------|----------|------------|-----------|-------------|-----------|
| N/A | CRG/JBH | MCB | 12/7/2021 | 061024039 | 1 OF 3 |



LEGEND

P.O.B. = POINT OF BEGINNING
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 IRF = IRON ROD FOUND
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NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

[Signature] 12/7/21
MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 michael.billingsley@kimley-horn.com



TEMPORARY CONSTRUCTION EASEMENT
 PART OF LOT 1-R, BLOCK 1, BRIER CLIFF CENTER
 MEMPHIS, EL PASO AND PACIFIC RAILROAD
 COMPANY SURVEY, ABSTRACT NO. 950
 CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
 www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|----------|----------|------------|-----------|-------------|-----------|
| 1" = 40' | CRG/JBH | MCB | 12/7/2021 | 061024039 | 2 OF 3 |

| LINE TABLE | | |
|------------|-------------|--------|
| NO. | BEARING | LENGTH |
| L1 | S03°02'50"W | 26.67' |
| L2 | N86°49'47"W | 61.71' |
| L3 | S39°27'46"W | 19.19' |
| L4 | N50°12'22"W | 25.93' |
| L5 | S86°49'47"E | 32.18' |

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1-R, BLOCK 1, BRIER CLIFF CENTER
MEMPHIS, EL PASO AND PACIFIC RAILROAD
COMPANY SURVEY, ABSTRACT NO. 950
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-------|----------|------------|-----------|-------------|-----------|
| N/A | CRG/JBH | MCB | 12/7/2021 | 061024039 | 3 OF 3 |



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Denton Municipal Electric

DCM: Cassey Ogden

DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton adopting and approving a pole attachment license agreement with Spectrum Gulf Coast, LLC (“Charter”) for all pole attachments involving poles and conduits owned by the City of Denton (“City”); authorizing the City Manager to execute said agreements; authorizing the expenditure of funds therefor; and providing an effective date. The Public Utilities Board recommends approval (5-0).

BACKGROUND

Spectrum Gulf Coast LLC (“Charter”) is a telecommunications company which provides voice, video, internet, and other data transmission services by means of wire, cable, fiber, wireless, and other equipment. It is beneficial for telecommunication companies to be attached to and rent space on utility poles and underground infrastructure. The rental rate is defined in the City’s Utility Rate Book. The Pole Attachment License Agreement provides the terms and conditions upon which Charter may apply for and attach lines and equipment to utility poles owned by the City of Denton.

RECOMMENDATION

Staff recommend approval of the agreement.

EXHIBITS

- Exhibit 1: Agenda Information Sheet
- Exhibit 2: Pole Attachment Agreement
- Exhibit 3: Ordinance

Respectfully submitted:
Antonio Puente Jr.
DME General Manager

Prepared by:
Aaron Bennion
DME Engineering Services Supervisor

NOTICE

This Agreement does not authorize Licensee to install or maintain wireless communications devices on City of Denton poles or other infrastructure, electric or otherwise. Should Licensee desire to install wireless communications devices on City of Denton poles or other infrastructure, electric or otherwise, Licensee must enter into a separate agreement.

POLE ATTACHMENT LICENSE AGREEMENT BETWEEN THE CITY OF DENTON AND LICENSEE

This License Agreement is between the City of Denton ("CITY"), a Texas home-rule municipal corporation, and Spectrum Gulf Coast, LLC, a Delaware limited liability company and its affiliates under common control ("Licensee") (collectively referred to as the "Parties").

WHEREAS, CITY, operates or controls certain utility poles in the public rights of way managed and controlled by CITY throughout Denton; and

WHEREAS, Licensee desires to provide voice, video, internet, or data transmission and other lawful communications services within CITY's service area; and

WHEREAS, to provide voice, video, internet, or data transmission and other lawful communications services, Licensee seeks to place and maintain cables, equipment, facilities, within CITY's service area and desires to place such cables, equipment, and facilities on various Poles and easements owned by CITY; and

WHEREAS, CITY is willing to grant Licensee a revocable, non-exclusive license to use certain Poles on the strict terms and conditions set forth in this Agreement and subject to the CITY Code of Ordinances, Electrical Code, and Distribution Construction Standards, and applicable law, as they may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, CITY and Licensee do hereby mutually covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND CONSTRUCTION

1.1 **Definitions:** For purposes of this Agreement, capitalized terms are defined as follows:

A. CITY Distribution Construction Standards means those engineering and construction standards, specifications, and designs maintained and referenced internally by CITY, and complied with in all material respects by CITY, for its own Pole distribution construction and engineering efforts, applied on a nondiscriminatory basis.

B. Annual Usage Charge means the recurring charge that Licensee is to pay CITY annually under this Agreement for attachment to CITY's Poles. The Annual Usage Charge is in addition to any Costs and Filing Fees Licensee may incur during a Contract Year and shall be

determined by CITY as of December 1 of each Contract Year, other than the first Contract Year. The Annual Usage Charge for any Contract Year shall be the number of billable Attachments shown on CITY's records to exist as of December 1 of the preceding Contract Year multiplied by the Usage Rate for the new Contract Year for each attachment of equipment. Unless applicable state or federal law is amended to allow a charge for over-lashed Cable, the Annual Usage Charge shall not apply to over-lashed Cable over-lashed with any of Licensee's Attachments for which a Usage Rate is chargeable or for any equipment located in the unusable space, such as risers and power supplies. Unless otherwise expressly provided in this Agreement, Annual Usage Charges are not refundable.

C. Attachment Application means the CITY prescribed application sheet, together with all required prints, maps, proposed routes, project descriptions, studies, and proposed schedules that Licensee must submit, in full, to CITY in order to request, have reviewed, perform required and then be granted an Attachment License for a particular Pole or group of Poles. For the avoidance of doubt, any Licensee Attachment that was affixed to any CITY Pole prior to the Effective Date will not require a new Attachment Application to remain on such Pole.

D. Attachment means (other than for Annual Usage Charge Purposes):

1. each Cable owned, controlled, or used by Licensee, together with its associated messenger strand, guy wires, span guys, anchors, and other appurtenant and incidental facilities, affixed to a Pole regardless of the means by which affixed (a Cable lashed to another Cable and each Cable lashed to a common messenger is a separate Attachment);
2. each amplifier, repeater, controller, box, cabinet, appliance, device, or piece of equipment owned, controlled, or used by Licensee and affixed to a Pole, regardless of the means by which it is affixed;
3. each amplifier, repeater, controller, box, cabinet, appliance, device, or piece of equipment owned, controlled, or used by Licensee that is resting on the ground but is connected to a Pole, Attachment, or CITY line by a conductor;
4. a new or existing service wire drop that is (i) located in the same one foot of space assigned to the Licensee's Cable Attachment, and (ii) is attached to the same Pole as an existing Attachment of Licensee shall NOT constitute an additional Attachment.
5. risers installed by the Licensee for the purpose of transitioning overhead Cable to underground Cable or vice versa; or risers installed by the Licensee for the purpose of extending service to a customer shall NOT be considered an additional attachment(s).

E. Attachment License means the revocable (solely pursuant to the terms and condition hereof and applicable law), non-exclusive right of Licensee to make an Attachment to a Pole under this Agreement, pursuant to CITY's approval of an Attachment Application and subject to (1) any modifications, conditions, and specifications imposed by CITY pursuant to this

Agreement or applicable law when approving the Attachment Application and (2) all Design Documents issued by CITY with respect to the Attachment and Pole in question. An Attachment License authorizes Attachments solely for lawful communications purposes, as described in this Agreement. The use of any Attachment for any purpose other than providing lawful communications as described in this Agreement is prohibited and shall constitute a breach of this Agreement.

F. Boxing means the use of a cross arm or through bolt to facilitate a Pole attachment on the opposite side of the Pole from any existing attachment and the installation of Cable or facilities on both sides of the same Pole at approximately the same height. Licensee is prohibited from Boxing on CITY Poles.

G. Cable means a conductor, wire, or fiber or a bound or sheathed assembly of conductors, wires, or fibers used as a wire communications or transmission medium (a bare messenger is also a Cable).

H. Communications Space means the area on any given Pole, below and sufficiently remote from the Supply Space as required by Electrical Code, within which Attachments and Pole Contacts may lie. The term Communications Space has the equivalent meaning as that used in the Electrical Code. The top surface of the Communications Space must remain at least 40 inches from the lowest surface of the Supply Space and from any other electrical lines, conductors, or equipment, or below the Supply Space at a distance as defined by the National Electric Safety Code for a specified condition. The bottom surface of the Communications Space must maintain a clearance in accordance with National Electrical Safety Code standards. Any make ready for a new or modified Attachment that may be required to meet these standards shall be paid for by the Licensee.

I. Conduit means a structure owned by CITY containing one or more Ducts, usually placed in the ground, in which Cables or wires may be installed. CITY-owned electrical Conduit is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.

J. Conduit System means any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. As used in this Agreement, the term refers to Conduit Systems owned or controlled by CITY. CITY-owned electrical Conduit System is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.

K. Contract Year means any calendar year during which this Agreement is in effect, beginning January 1 and ending December 31, except that the first Contract Year shall run from the Effective Date until December 31 of that year and the final Contract Year shall run from January 1 of that year until the date of termination.

L. Contractor includes subcontractors.

M. Cost means the total cost reasonably and actually incurred by CITY for any particular task under this Agreement, and as permitted by applicable law, and includes without limitation reasonable labor, material, equipment usage, outside Contractor and vendor charges.

reasonable overhead, and reasonable general and administrative expenses, except to the extent those general and administrative expenses already are recovered in the Annual Charge. Costs may be incurred for, without limitation, engineering and engineering review, Make-Ready construction, inspections and oversight auditing, public relations and intervention, and other services. Certain Cost rates are specified in Exhibit A to this Agreement, which CITY may change no more than once per year; provided, however, that any such change to such Cost rates shall be based on CITY's reasonable cost of labor, materials, and equipment usage. Subject to the foregoing, Costs shall be determined by CITY in its reasonable judgment and reasonable discretion and in accordance with law, and shall be paid by Licensee in accordance with either of the following, at CITY's sole option:

1. Any advance Make-Ready estimate provided by CITY, in which event CITY shall have the right to refuse to incur the Costs until the estimate is paid; and/or
2. Any final invoice submitted by CITY. In the event an advance estimate was paid by Licensee for Costs, the final invoice will reflect such payment.

N. Design Documents means all specifications, drawings, schematics, blueprints, engineering documents, and written requirements for materials, equipment, design, construction, and workmanship with respect to Make-Ready and installation work on a particular Attachment or Pole or group of Attachments or Poles. Any and all design documents must be sealed by a licensed professional engineer. No more than one stamp shall be required on any packet provided by Licensee and the stamp shall apply to the entire package.

O. Duct means a single enclosed tube, pipe, or channel for enclosing and carrying Cables, wires, and other facilities owned by CITY. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels. CITY-owned electrical and/or electric communication Duct is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.

P. Effective Date means the date CITY signs this Agreement as shown on the signature page of this Agreement.

Q. Electrical Code means the National Electrical Safety Code (NESC), the National Electrical Code (NEC), and Chapter 752 of the Texas Health and Safety Code.

R. Filing Fee means the initial, non-refundable fee charged to Licensee for filing an Attachment Application for an Attachment License. Filing Fees are set by the CITY and shall not exceed the actual and reasonable Cost to CITY of reviewing and processing an Attachment Application. The Filing Fee is solely to compensate CITY for reviewing and processing an Attachment Application and does not include or offset Costs or Annual Usage Charges.

S. Handholes means an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining Attachments in a Conduit. A Handhole is too small to permit personnel to physically enter. CITY-owned electrical Handholes are expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.

T. Infrastructure Usage Regulations means the Denton City Code of Ordinances and any other CITY ordinance that may be enacted to govern electric utility infrastructure usage or rental.

U. Inner-Duct means a pathway created by subdividing a Duct into smaller channels. CITY-owned electrical and/or electric utility communication Inner-Duct is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.

V. Make-Ready means all work required to accommodate Licensee's Attachments on a Pole with respect to CITY and Third Party User needs and in compliance with Electrical Code, CITY Distribution Construction Standards, generally accepted engineering and construction practices, and applicable laws. Licensee shall not be responsible for work performed to correct pre-existing safety violations caused by CITY and/or any Third Party User.

W. Manhole (also called "Pullbox" or "Vault") an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Attachments in a Conduit. CITY-owned electrical Manholes are expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.

X. Maximum Lawful Usage Rate means the maximum amount that CITY may lawfully charge for an Attachment under applicable state and federal law, rules and regulations in effect from time to time. If, for any Contract Year, applicable state or federal law does not limit the amount CITY may charge Licensee for a particular Attachment or service under this Agreement, the Maximum Lawful Usage Rate for the Attachment or service shall be the amount that CITY determines, in its sole judgment and discretion, to constitute a reasonable and non-discriminatory annual Usage Rate.

V. Pole means any electric distribution pole owned by CITY that supports electric lines having a nominal voltage of not more than 35kV; provided, however, that any electric distribution pole having a nominal voltage of more than 35kV will also be a "Pole" if the pole is also used for distribution of power from a local substation to customers. Unless otherwise agreed by CITY with respect to a particular pole, the term Pole does not include (1) street lighting, traffic signal, AMI extender bridge, or dusk to dawn light poles; (2) metal or wood poles or towers supporting transmission lines carrying a nominal voltage greater than 35kV, unless such wood poles are also used to support distribution lines carrying a nominal voltage of not more than 35kV and where predesigned to accept telecommunication installations; (3) any structure or facility within a substation; (4) conduits (except as otherwise provided in Article 11); or (5) any structure not used for electric power distribution.

Z. Pole Contact means the point or contiguous area on a Pole at which one or more of Licensee's Attachments makes physical contact with a Pole regardless of the duration for which the Pole Contact existed.

AA. Service Drop means a Cable used to connect directly to a customer's location from one Pole and attached to no more than one additional Pole where the additional Pole does not support voltage greater than six hundred volts (600V) or a Cable used to connect a customer's location through the use of multiple licensed Poles where Service Drop Make-Ready has been

performed.

BB. Supply Space means the area on any given Pole, above the Communications Space, that is reserved for the placement of electric supply lines, electrical equipment, and other CITY facilities. The term Supply Space has the equivalent meaning as that used in the Electrical Code. Licensee may not place any Attachments or Pole Contacts in the Supply Space.

CC. Third Party User means any third party that has, or may be granted, an attachment license or other right to attach with respect to a Pole. Third-parties that are allowed by Licensee to overlash third-party conductors onto existing Licensee Attachment(s) shall also execute a Pole Attachment License Agreement with the CITY, regardless of the duration for which the Attachment or Pole Contact existed. At least thirty (30) days before third-party overlash operations, Licensee shall provide advanced written notice to CITY that identifies the proposed third-party overlash entity and all proposed third-party overlash locations.

DD. Unauthorized Attachment means an Attachment or any other affixing or placing of Licensee's facilities onto CITY property for which Licensee does not have a valid Attachment License.

EE. Usage Rate means, for each given Contract Year, the amount Licensee must pay CITY for each Attachment. Usage Rates are specified in Exhibit A to this Agreement and which CITY may change no more than once per year.

1.2 **Syntax** Except as otherwise expressly provided herein, all nouns, pronouns and variations thereof shall be deemed to refer to the singular and plural.

1.3 **Amendments** Any reference to a law, code, or document shall mean such law, code, or document as it may be amended from time to time.

1.4 **Third Party User Agreements** CITY has in the past entered into other Pole usage agreements with Third Party Users. In construing this Agreement, no variations between this Agreement and other agreements with Third Party Users shall have any evidentiary value or be construed against CITY. It is the Parties intent that this provision is not meant to unlawfully discriminate against Licensee in favor of other licensees.

1.5 **No Construction against CITY** The rule of construction that ambiguities in a contract are to be constructed against the drafting party shall not apply to this Agreement.

1.6 **Headings** The descriptive headings in this Agreement are only for the convenience of the parties and shall not be deemed to affect the meaning or construction of any provision.

ARTICLE 2 SCOPE AND TERM OF AGREEMENT

2.1 **General Purpose** In accordance with the provisions of this Agreement and applicable law, CITY shall issue Attachment Licenses to Licensee on the terms and conditions set forth herein. Before Licensee makes any Attachment to or begins any work on a Pole, excluding Service Drops, it shall file an Attachment Application and await CITY's issuance of an Attachment License and Design Documents

with respect to that particular Attachment or Pole, as set forth in Article 4. For Service Drops, Licensee shall notify the City in writing on monthly basis, regarding Service Drops made in the prior month. Nothing in this Agreement shall be construed to obligate CITY to grant an Attachment License with respect to any particular Pole where Licensee has failed to fulfill the requirements herein for the grant of such Attachment License.

- A. The use of any Attachment for any purpose other than providing lawful communications as described in this Agreement is prohibited and shall constitute a breach of this Agreement.
- B. Licensee is prohibited from Boxing on CITY Poles.
- C. CITY-owned electrical Conduit is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.
- D. CITY-owned electrical Duct is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.
- E. CITY-owned electrical Handholes are expressly reserved for utility reliability and expansion purposes and are not available for use by Licensee.
- F. City-owned electrical Inner-Duct is expressly reserved for utility reliability and expansion purposes and is not available for use by Licensee.
- G. CITY-owned electrical Manholes are expressly reserved for utility reliability and expansion purposes and are not available for use by Licensee.

2.2 Term. The initial term of this Agreement is six (6) years, beginning on the Effective Date and renewing thereafter for five (5) successive one (1) year terms, subject to the default provisions, or unless terminated by either Party. At the end of each then-current term, Licensee shall, if it intends to terminate, give CITY written notice of its request to terminate 180 days before the end of the then-current term. If Licensee is in default during the course of the then-current term and Licensee has not cured the default, this Agreement shall not renew. If Licensee has defaulted and not cured such default, renewal will be granted in CITY's reasonable discretion. If renewal is denied, CITY will give written notice of the reasons for denial within thirty (30) days of making that determination and this Agreement will expire at the end of the then-current term.

2.3 Existing Facilities Only. Except as otherwise set forth in paragraph 6.4, (i) CITY is under no obligation to add, build, keep, maintain, or replace Poles or any other facilities for the use or convenience of Licensee; and (ii) the maintenance, replacement, removal, relocation, or addition of CITY Poles and facilities shall remain within the sole province and discretion of CITY. Notwithstanding the foregoing, any actions of the CITY under this Agreement shall be taken on a nondiscriminatory basis.

2.4 Poles Only. This Agreement is limited to and only addresses Attachments to CITY Poles. This Agreement does not authorize Licensee to install or maintain Attachments on other CITY property and facilities, including without limitation Conduits, buildings, and towers.

2.5 City Rights-of-Ways. Except for the placement of Attachments or other facilities covered by this

Agreement on CITY Poles and notwithstanding that a Pole to which Licensee may attach its facilities is in the CITY's public streets or rights-of-way, nothing in this Agreement shall be construed to grant, nor does this Agreement grant, Licensee any right or authorization to use or occupy the public streets or rights-of-way of the CITY or any other public property.

2.6 Access to Rights of Ways limited Except to access the CITY's rights of ways as an incident of attaching facilities to CITY'S Poles under this Agreement, Licensee and CITY expressly agree that the authority to attach to CITY Poles does not grant Licensee authority to use or occupy CITY's public streets or rights-of-way.

2.7 Separate Agreement and Franchise Needed for Access to Rights of Ways. Licensee expressly agrees that should it intend to use the CITY'S rights of ways, Licensee shall enter into a separate franchise agreement for such privileges if Licensee does not already have such privileges as part of another existing agreement, a franchise with City, and/or a state issued franchisee.

2.8 Private Easements Licensee understands that some Poles are located on dedicated easements over private property that, by their terms, restrict the use of the easement to CITY for the sole purpose of electric distribution or transmission. Nothing in this Agreement and no action by CITY shall be construed to offer, grant or approve any right or license to use such easement or to affix an Attachment to a Pole within such easement without the consent of the owner of the property to which the easement is appurtenant, unless otherwise allowed by law. CITY has no obligation to expand or obtain rights in such easement on Licensee's behalf. It is the sole obligation of Licensee to obtain the necessary consent or additional easement rights, if any, at Licensee's own expense.

2.9 Eminent Domain CITY is under no obligation to exercise any power of eminent domain on Licensee's behalf.

2.10 No Property Rights In Poles All Poles shall remain the property of CITY and no payment made by Licensee shall create or vest in Licensee any ownership right, title, or interest in any Pole, but Licensee's interest shall remain a bare license. The existence of such a license shall not in any way alter or affect CITY's right to use, change, reclaim, operate, maintain, or remove its Poles, subject to the terms and conditions hereof. Nothing in this Agreement shall prohibit Licensee from repairing, operating, or maintaining a Pole at Licensee's sole cost and expense if: (i) CITY expressly abandons the Pole or constructively abandons the Pole by electing not to repair, operate, or maintain the Pole to such an extent that a reasonable person would conclude that CITY has abandoned the Pole; and (ii) Licensee is permitted to do so under the City Code, the terms of Licensee's franchise, if applicable, and any applicable easements; provided, however, that CITY may remove an abandoned Pole if such removal manifestly serves the public interest. If CITY's use of its Poles materially and adversely affects Licensee's use and operation of an Attachment, Licensee may, by written notice to CITY, remove its Attachments from any adversely affected Pole. Such termination shall be implemented by written notice to the CITY.

2.11 License Not Exclusive Licensee acknowledges that CITY has entered into other agreements concerning the use of Poles by third parties, including Licensee's competitors and may in the future enter into similar agreements. Nothing in this Agreement shall be construed to limit or in any way affect CITY's right or ability to enter into or honor other agreements, or to grant any rights, licenses, or access concerning any Pole, irrespective of the character or degree of economic competition or loss caused to Licensee, so long as CITY's actions are not unreasonably discriminatory.

2.12 CITY Priority The primary purpose of a Pole is electric distribution and public health and safety, and CITY reserves to itself first priority in the use of a Pole. In the event of any conflict between the use of a Pole by CITY and Licensee, the use of a Pole for the distribution of electric power to CITY customers shall prevail and have priority over Licensee's use of the Pole,. CITY retains and shall have exclusive use of the Supply Space. All of Licensee's Aerial Attachments shall remain within the Communications Space.

2.13 Discretion of CITY Final CITY reserves the right to deny any Attachment Application pursuant to the terms and conditions of this Agreement, and on a nondiscriminatory basis, subject to applicable law, reserve any Pole to its own use pursuant to a *bona fide* development plan, or modify any Pole for legal, safety, mechanical, structural, engineering, environmental, reliability, or service reasons. Determination of these issues shall at all times remain within the reasonable discretion of CITY, subject in all respects to the terms and conditions of this Agreement and applicable law. Licensee will not be required to pay for any modifications to any Pole or its Attachments in order to accommodate a Third Party User.

2.14 No Cost or Expense to CITY The engineering, construction, installation, use, operation, and maintenance of Licensee's Attachments shall be at Licensee's sole expense, except as otherwise provided herein. Unless otherwise expressly provided of this Agreement, nothing in this Agreement shall be construed to require CITY to expend any funds or to incur or bear any cost or expense.

2.15 Pole Attachment Procedures and Construction Standards Conflicts In the event of a difference, conflict, or discrepancy between or among the requirements or practices of this Agreement and the Pole Attachment Procedures and Construction Standards, the terms of this Agreement shall govern.

ARTICLE 3 USAGE RATES AND CHARGES

3.1 Payment Due upon License Approval CITY's approval of an Attachment License shall be conditioned on Licensee's payment of the then current Usage Rate for each approved Attachment, prorated to reflect the number of months remaining in the Contract Year with any partial month being considered to be a full month. Licensee's payment is due within 45 days from the date of receipt CITY'S approval of an Attachment License.

3.2 Calculation of Usage Rates For each Contract Year, the Usage Rate shall not exceed the Maximum Lawful Usage Rate. Before each new Contract Year, CITY will notify Licensee in writing of the Maximum Lawful Usage Rate for such Contract Year at least 60 days in advance of any invoice. The CITY shall provide its Maximum Lawful Usage Rate calculations and relevant support data so Licensee may verify that the such Usage Rate is calculated in accordance with applicable law. The Maximum Lawful Usage Rate may take into account changes in applicable laws that are to go into effect during the upcoming Contract Year.

3.3 Dispute of Maximum Lawful Usage Rate If Licensee disagrees in good faith with CITY's determination of the Maximum Lawful Usage Rate, Licensee may protest the CITY'S Usage Rate in writing within 30 days of receipt of the notice of the then proposed Usage Rate. The protest shall include

copies of all records and other documentation that support Licensee's position. Failure to timely protest CITY's proposed Usage Rate shall constitute agreement to and acceptance of CITY's determination and a waiver of Licensee's rights to dispute CITY'S Usage Rate, unless such rate is unlawful pursuant to applicable law. If Licensee timely protests a proposed Usage Rate, the parties shall endeavor in good faith to negotiate a resolution of the dispute. If the parties are unable to resolve the dispute within 60 days from the date of Licensee's protest, then either party may seek relief from the Public Utility Commission of Texas ("PUCT") pursuant to section 54.204 of the Texas Utilities Code, any successor regulation, or any other law that confers jurisdiction on the PUCT. The PUCT shall be the sole and exclusive forum for resolution of a dispute regarding CITY'S Usage Rate, unless the PUCT lacks jurisdiction, in which event the dispute resolution provisions set forth in paragraph 18.7 shall control. If the dispute is not resolved by the time the Annual Usage Charge invoice is issued, Licensee shall nonetheless pay the invoice based upon the disputed Usage Rate. Payment by Licensee of the invoice shall not prejudice Licensee's ability to continue to contest the Usage Rate, and CITY agrees not to interpose any claim, defense, or counterclaim that Licensee has waived its right to contest the Usage Rate by paying the disputed invoice. Failure to pay the disputed Usage Rate shall constitute a breach of this Agreement. CITY shall process Licensee's applications in accordance with this Agreement or the duration of the dispute.

3.4 Subsequent Annual Usage Charges In each January of each Contract Year and continuing thereafter until the expiration or termination of this Agreement, CITY will invoice for, and Licensee shall pay, within 45 days after receipt of invoice, the Annual Usage Charge for the new Contract Year. All overdue balances shall accrue interest at the rate of 1% per month from the due date until paid, or the maximum rate allowed by law, whichever is less.

3.5 Invoice Disputes If Licensee believes in good faith that an Attachment count contained in an Annual Usage Charge invoice is incorrect, it shall nonetheless pay the invoice under protest. To protest an invoice, Licensee must give CITY written notice of the nature of its protest no later than the due date for payment of the invoice together with copies of records and other documentation supporting its position. The parties shall promptly meet to resolve the discrepancies in their records to determine the correct Attachment count. If the parties are unable to resolve a discrepancy as to the correct count, the parties may, upon mutual agreement, jointly conduct a physical inventory of geographical grids or other mutually agreeable census to determine the correct count. The Cost to conduct such inventory or census shall be equally divided between the parties.

3.6 Adjustments If upon resolution of a dispute between the parties under paragraph 3.3 or paragraph 3.5, a refund is due to Licensee, CITY shall refund the amount of the overcharge together with interest at the rate specified in paragraph 18.5 from the date of CITY's receipt of the protested Annual Usage Charge payment. If Licensee owes additional money, a corrected invoice shall be issued by CITY for the additional Annual Usage Charge due, plus accrued interest at the rate specified in paragraph 18.5 from the due date of the original invoice.

3.7 No Allowances Unless otherwise expressly stated in this Agreement, there shall be no offsets against any sums due under this Agreement, or any other allowances, for system improvement, materials or labor supplied, upgrading, life extension, or other direct or incidental benefits conferred by Licensee upon CITY or its Poles, system, or facilities. All such improvements and benefits belong solely to CITY, and the fact that such improvements or benefits may accrue shall in no way alter or affect Licensee's

obligations under this Agreement.

3.8 Schedule PAF Conflicts In the event of a difference, conflict, or discrepancy between or among the requirements of the Schedule PAF and those of this Agreement, the terms of this Agreement shall govern. For the avoidance of doubt, the calculation and rates set forth in Schedule PAF shall control to the extent such calculation or rate is referenced herein.

ARTICLE 4 ATTACHMENT LICENSES

4.1 Attachment License Required Licensee shall have an Attachment License with CITY before performing any new Attachment work on a Pole or making any Contact with, or Attachment to, a Pole or other facility on CITY property or easement. Maintenance of existing equipment shall be allowed, including transfers for new Poles and for Make-Ready work of other licensees, if Licensee has a current Attachment License that covers the existing Attachments and equipment. Licensee must have an Attachment License for each Pole or group of Poles to which Licensee's Attachments are to be affixed, identifying each separate Attachment to the Pole(s) by type. An Attachment License is not needed to perform visual inspections necessary for preparing an Attachment Application.

4.2 Overlapping

Licensee must provide 15 business days' advance notice when it seeks to overlap to an existing Licensee or Third Party User Attachment or Pole Contact. Licensee may not allow another party to overlap to Licensee's facilities without such party first having an agreement with and attachment license from CITY. Poles are the sole property of CITY, and Licensee shall not charge or accept any financial consideration for allowing a third party to overlap to an Attachment or Pole Contact without CITY's written consent.

4.3 Application Process The Attachment Application must be submitted in the then approved CITY format. The Attachment Application form, and all required supporting documentation and other procedures, are within the reasonable discretion of CITY and may change from time to time upon prior written notice (provided such changes are not inconsistent with the terms and conditions of this Agreement and applied in a nondiscriminatory manner). CITY may reject entirely an incomplete Attachment Application, or it may request additional information to support the Attachment Application, in which event the requested information shall be promptly furnished. In the event that CITY denies an Attachment Application, it shall provide written notice of its reason for denial to Licensee within 15 business days of the date the Attachment Application was submitted.

4.4 Approval

A. CITY retains sole and complete discretion to deny or modify any Attachment Application in order to be able to preserve the safety, reliability, integrity, and effectiveness of the electric distribution system that constitutes the core of its business and its governmental mandate. CITY

will approve, modify, or deny an Attachment Application within 15 business days of submission. Licensee may request CITY to reconsider a denial or modification of an Attachment Application. CITY may approve an Attachment Application as submitted, approve it on a modified or conditional basis, or may deny the Attachment Application on a reasonable basis in accordance with the policies adopted by CITY. An Attachment Application may be denied solely for the reason set forth. The CITY's City Manager, or designee, may deny an application if:

1. the applicant fails to submit a complete Attachment Application;
2. the applicant fails to supplement its Attachment Application with additional information or otherwise cooperate with the utility as requested in the evaluation of the Attachment Application;
3. the applicant fails to pay the applicable Filing Fee;
4. the proposed attachments are of excessive size or weight or would otherwise subject utility infrastructure to unacceptable levels of additional stress;
5. approval would, for reasonable documented concerns provided to Licensee (such as under the Electrical Code), jeopardize the reliability or integrity of the electric system or of individual units of utility infrastructure.;
6. approval would present a safety hazard to a City employee or the public;
7. approval would impair the City's ability to operate or maintain utility infrastructure;
or
8. approval would require a change, upgrade, or addition to utility infrastructure, unless Licensee agrees to pay the costs incurred.

B. In the event that CITY intends to deny an Attachment Application based on subparagraph numbers 1 - 8 set forth in Paragraph 4.5.A. above, or for any other reason for which denial is permitted by law, and the Pole may be modified or replaced to resolve that issue, CITY shall approve the Attachment Application provided that:

1. the Licensee agrees to pay CITY's Costs to so modify or replace the Pole; and
2. the Attachment Application is otherwise acceptable and grantable pursuant to the terms and conditions of this Agreement and applicable law. Provided, however, that nothing in this sentence abridges or modifies the requirements set forth in paragraph 6.4.

4.5 Order of Approval Attachment Applications concerning a particular Pole will be considered and acted upon by CITY in the order in which they are filed. For purposes of evaluating an Attachment Application with respect to Pole capacity and existing Third Party User Attachments, CITY will consider not only all existing attachments but also all valid Attachment Licenses and reserved CITY space.

4.6 Engineering Licensee shall submit documentation of its field evaluation that has been sealed by a professional engineer licensed by the State of Texas. CITY shall accept and rely on such documentation, but shall reserve the right to perform, or have a firm retained by CITY perform, its own

engineering and field evaluation including pole loading analysis. All Costs for such engineering and field evaluation shall be paid by Licensee. With respect to a particular Pole, CITY's engineering shall take into account and allow space for all Attachment Licenses, which are valid for that Pole. In granting an Attachment License, CITY shall issue to Licensee the related Design Documents that were paid for by the Licensee.

4.7 Attachment License Expiration All Attachment Licenses and Design Documents and any rights conferred thereunder shall expire on the later of (i) 120 days after issuance (or such longer period as the parties may agree to in writing) or (ii) 60 days after completion of all Make-Ready work, unless all Make-Ready and installation work has occurred in accordance with the Design Documents before the end of such period. If an Attachment License for a Pole expires, Licensee shall re-apply, *de nova*, for an Attachment License and must receive such License from the CITY before Licensee can begin working on or making an Attachment to that Pole.

ARTICLE 5 GENERAL REQUIREMENTS

5.1 Work Site Safety In performing any work on or near Poles supporting energized electric lines, Licensee, and its Contractors, agents and employees shall comply with Chapter 752 of the Texas Health and Safety Code and all federal, state and local laws, rules and regulations governing work in proximity to energized electric lines, including without limitation, those promulgated by the Occupational Safety and Health Administration. The indemnification requirements of Article 16 shall apply to any breach by licensee of its obligations under this paragraph.

5.2 Electrical Code Licensee, and its Contractors, agents and employees, and all work, Contacts, and Attachments on a Pole shall at all times comply with the-then current Electrical Code, as applicable.

5.3 Design Documents All installation and other work performed by Licensee on a Pole or Attachment shall at all times comply with the Design Documents and CITY Distribution Construction Standards and CITY requirements subsequent to Make-Ready inspections.

5.4 Service Interruptions Licensee shall not cause any interruption of CITY or Third Party User services without first obtaining CITY's express written consent as provided by Article 6. If it is necessary for CITY to de-energize any equipment or lines for Licensee's benefit, Licensee shall (a) reimburse CITY in full for all Costs in doing so, and (b) coordinate any customer or system outages with the CITY. In the event Licensee damages any of CITY's equipment or lines or causes any service interruption, Licensee, at its sole expense, shall immediately do all things reasonable to avoid injury and further damage, direct and incidental, resulting therefrom and shall notify CITY immediately. Licensee shall be liable for all Costs resulting from such damage and any necessary repairs, subject to the limitations set forth in Section 16.1.

5.5 CITY Oversight CITY shall have the right to conduct on-site field oversight and inspections of Licensee's Attachments, work, and operations on CITY'S Poles. CITY may conduct pre-construction surveys, and post-construction inspections at Licensee's expense and shall provide Licensee with the results. CITY shall at all times have unrestricted access to Poles and to all field work sites of Licensee and Licensee's Contractors. Both CITY and CITY's representative at any Pole site shall have complete and final authority to order the immediate suspension of Licensee's construction or installation activities

if CITY or CITY's representative, in its sole discretion and judgment, deems such action necessary for reasons of safety, engineering, electrical service reliability, or failure to obtain proper licenses and permits. If an immediate suspension order is issued, the CITY or CITY's representative shall have the right to inspect any and all facilities installed up to that point on Licensee's Attachment submittal, at Licensee's expense. In the event of an oral suspension order, CITY shall send written notice to Licensee within three (3) days after such suspension, identifying the bases for suspension. Such suspension shall be in effect until such time as the Licensee cures, at Licensee's sole Cost, the alleged bases for suspension. In no event shall CITY be responsible for any damages, losses, or costs incurred by Licensee as a result of such work stoppage. Licensee's failure to obey a suspension order issued in accordance with this Agreement shall constitute a breach of this Agreement.

5.6 Laws To the extent that the Code of the City of Denton lawfully requires Licensee to possess a valid franchise or construction permit before engaging in a particular act, Licensee must comply with such requirement before beginning installing Attachments. Nothing in this Agreement shall be construed as waiving other CITY requirements or permitting the construction of facilities other than Attachments. Attachments must conform to local, state, or federal law. Licensee's use of any Pole and Licensee's Attachments shall at all times conform to the requirements the CITY's Code of Ordinances, infrastructure usage regulations, and the published policies promulgated by the CITY pursuant thereto.

5.7 Other Permits Licensee shall apply for and obtain all licenses, permits or other authorizations required to provide its service or to use, operate or maintain its Attachments. If Licensee is denied any required license, permit or authorization, Licensee may, upon written notice to CITY, terminate any Attachment License granted hereunder that was predicated upon the grant of such license, permit or authorization.

5.8 Taxes and Liens Licensee shall pay all taxes and assessments lawfully levied on Licensee's Attachments and any tax, assessments, fee, or charge levied on Poles solely because of their use by Licensee. In no event shall Licensee permit any lien to be filed or to exist upon any Poles or CITY property as a result of any claim against Licensee. Licensee shall promptly pay upon receipt of written notice from CITY all such liens together with all fees and costs necessary to discharge same, or shall bond around such liens in the manner provided by law.

5.9 Electrical Code Conflicts In the event of a difference, conflict, or discrepancy between or among the requirements or practices of any Electrical Code or safety regulations, laws, or industry standards the following rules shall apply: (A) if one specification or practice is more stringent than the other, the more stringent shall apply; (B) if one is not more stringent than the other, the NESC shall govern to the extent permitted by law; (C) if the first two rules are insufficient to resolve the conflict in a clear and unambiguous manner, CITY shall determine which standard shall apply, giving highest priority to safety considerations.

5.10 Design Document Conflicts In the event of a difference, conflict, or discrepancy between or among the requirements or practices of the Design Documents and CITY Distribution Construction Standard, the Design Documents shall govern. In the event Licensee believes a Design Document or CITY Distribution Construction Standard is inconsistent with Electrical Code or applicable law, Licensee shall refer the matter to CITY for determination.

ARTICLE 6
MAKE-READY CONSTRUCTION GENERAL PROVISIONS

6.1 Performance and Cost of Make-Ready Work All Make-Ready Work on CITY facilities shall be performed by the CITY and/or a contractor authorized by CITY to perform such work. All such Make-Ready Costs shall be borne solely by Licensee, including without limitation, costs of planning, engineering, construction, and pole replacement or modifications, except as set forth in paragraphs 6.3, 6.4, and 6.5. CITY will advise Licensee of estimated Make-Ready Costs. Make-Ready Work will not commence until Licensee has paid estimated Make-Ready Costs.

6.2 Payment of Make-Ready Work Upon completion of Make-Ready Work, CITY shall invoice Licensee for CITY's actual cost of such Make-Ready Work. After completion of the Make-Ready Work the actual Make-Ready Cost will be trued up against the estimated Make-Ready Costs payment.

6.3 Third Party Facilities Make-Ready Costs that are to be paid by Licensee include all costs and expenses to relocate or alter the attachments or facilities of any pre-existing Third Party User as may be necessary to accommodate Licensee's Attachment. CITY shall provide at least 30 days' written notice to each Third Party User that needs to relocate or alter its facilities to accommodate Licensee and attempt to make all other necessary arrangements directly with the affected Third Party Users. CITY agrees to make best efforts to cause a Third Party User to relocate such Third Party User's facilities, including declaring such Third Party User's facilities to be unauthorized, in accordance with the terms of CITY's pole attachment agreement with such Third Party User, if the Third Party User fails to relocate its facilities within the time periods specified in the pole attachment agreement between CITY and such Third Party User.

6.4 Non-Conforming Attachments Notwithstanding paragraphs 6.1 or 6.2, Licensee shall not be liable for any cost or expense to modify, replace, relocate, or alter any attachments of CITY or a Third Party User that do not comply with the Electrical Code or applicable law. Licensee shall notify CITY if Licensee determines that any Third Party User attachments are out of compliance with the Electrical Code or applicable law, and CITY shall use its best efforts to cause any Third Party User to bring existing attachments into compliance within 30 days of such notice. If after 30 days the owner of the out-of-compliance attachment has not completed its work and brought its attachment in to compliance with the Electrical Code and applicable law, CITY shall declare such Third Party User's facilities to be unauthorized, and CITY or Licensee may relocate or alter the Third Party User's attachment at the Third Party User's expense. CITY shall use its best efforts to cause the Third Party User to pay Licensee its costs and expenses for bringing such Third Party User's attachment in compliance with the Electrical Code and applicable law.

6.5 Pole Replacement and Maintenance CITY shall change, modify, or replace any Pole, at Licensee's request, unless such change, modification, or replacement will jeopardize the safety or reliability of CITY's electrical service. Except as otherwise provided in this paragraph, Pole replacement Costs shall be borne by Licensee if Pole replacement is requested by Licensee or if, because of insufficient capacity, approval of Licensee's Attachment Application first causes the need for the Pole replacement. CITY agrees that if a Pole is broken or rotten, standard Pole replacement costs shall be borne by CITY, except for additional Pole height above the height of the existing Pole; or Pole strength required to accommodate Licensee's new attachments. If the non-compliance with the Electrical Code or applicable law or the broken Pole is the result of Licensee's actions or the actions of Licensee's subcontractors, the Licensee shall be liable for the expense.

6.6 Pole Inspections Notwithstanding anything set forth in paragraph 6.4 and 6.5 with respect to Licensee's responsibility to pay CITY's costs of changing, modifying, or replacing any Pole, CITY shall continue its existing Pole maintenance and inspection program.

ARTICLE 7 INSTALLATION AND MAINTENANCE OF ATTACHMENTS

7.1 Installation Upon (A) completion of Make-Ready work, and (B) CITY's receipt of full payment of all sums owing to CITY, if any, for engineering, Make-Ready, and other Costs in connection with the applicable Pole, Licensee may affix its Attachments to the Pole as set forth in the Attachment License and Design Documents.

7.2 Communication Space Except as otherwise provided herein, all Attachments and Contacts on a Pole must remain in the Communications Space. Licensee operations in the Supply Space or in the space separating the Communication and Supply Spaces are prohibited. The Communications Space includes the space reserved for each attachment on a given Pole. Each attachment or space reserved in the Communications Space shall have a maximum size of twelve (12) inches. Each thru-bolt type Attachment where the Pole is drilled and bolted to support Cable and messenger or band used to support Cable or messenger shall maintain a minimum of 12" vertical separation from adjacent bolts or bands.

7.3 Maintenance Licensee shall, at its sole expense, make and maintain its Attachments in a safe condition and in good repair including maintain tree trimming and clearances, and in such a manner as to not interfere with or interrupt CITY's lines, facilities, and services or with Third Party User attachments, facilities, and services.

7.4 No Damage Licensee shall not cause damage to CITY or Third Party User facilities or operations. If Licensee, its Contractors, agents, employees, or Attachments cause damage to CITY or Third Party User facilities or operations, Licensee assumes all responsibility for, and shall, as determined by CITY, either repair or promptly reimburse CITY or the Third Party User for all direct loss and expense caused by such damage. Licensee shall immediately inform CITY and all damaged Third Party Users of any damage to their facilities.

7.5 Sag and Mid-Span Clearances Licensee shall leave proper sag in its lines and Cables and shall observe the established sag of power line conductors and other Cables so that during the life of the Attachment minimum clearances are (A) achieved at Poles located on both sides of the span and (B) maintained throughout the span. A minimum clearance between surfaces must be maintained between Licensee's and others' Cables at mid-span and between Licensee's and others' Attachments and Pole Contacts on the Poles. Licensee will correct any clearance violations caused by its facilities or Attachments. In no event will Licensee be responsible for clearance violations caused by any other party, including CITY. Licensee will be responsible to resolve or remedy any incident where their Attachments fail to comply with Electrical Code safety clearance standards.

7.6 Climbing Space An unobstructed climbing space must be maintained at all times on the face of all Poles as required by Electrical Code, as well as adequate ground access to Poles. All Attachments must be placed as to allow and maintain a clear and proper climbing space. Licensee shall place its Attachments on the same side of the Pole as the majority of existing Attachments, if any. Licensee is

prohibited from Boxing on CITY poles. Notwithstanding the foregoing, in no event will Licensee be responsible for climbing space violations caused by any other party, including CITY.

7.7 Tagging Each Attachment shall be identified at all times by an identifying marker at each Pole approved by CITY that, at minimum, (A) is permanent in duration and not degradable by rain or sunlight (B) has coloring and numbering or lettering unique to Licensee, and (C) is capable of being read unaided from the ground by a person with reasonable vision. Licensee shall replace any tags that are missing, improper, or incorrect, at any time such Attachments are encountered including pre-existing Attachments CITY notifies Licensee of.

7.8 Tree Trimming Licensee shall be responsible for all tree trimming necessary for the safe and reliable installation, use, and maintenance of its Attachments, and to avoid stress on Poles caused by contact between tree limbs and Licensee's Attachments. All tree trimming shall be performed in accordance with the then current CITY tree-trimming policies (to the extent not inconsistent with the terms and conditions of this Agreement), including without limitation those relating to owner notification and consent. The Licensee shall immediately resolve any citizen complaint of tree-trimming related to the Licensee's Attachments to the satisfaction of the CITY.

7.9 Anchors and Guying Licensee shall provide all anchors and guying necessary to accommodate the additional stress and load placed upon a Pole by its Attachments. Anchors, guys, and guy guards shall be in place and in effect prior to the installation of Attachments, Cables, or any other facilities on a Pole. Licensee shall not attach to any CITY anchors or guying. Anchors shall not be placed outside of the easement in which a Pole stands.

ARTICLE 8 MODIFICATION OF ATTACHMENTS

8.1 No Unauthorized Modifications Except for routine modifications as provided in Section 8.2, Licensee shall not change the type, nature, or location of any Attachment or alter its use of a Pole without prior written CITY consent. Any such unauthorized modifications shall be deemed an Unauthorized Attachment and the remedial provisions in Article 10 (Unauthorized Attachments) shall apply, except for Unauthorized Attachment Fees.

8.2 Routine Modifications Licensee does not need CITY consent for (A) changes incident to routine maintenance and repair; (B) installations of Service Drops; (C) removal of Licensee's Attachments; or (D) upgrades of existing equipment that do not materially alter Pole loading or Pole space utilization.

8.3 CITY Mandated Modifications Within 30 calendar days of written request by CITY or within such other mutually agreed upon timeframe, Licensee shall move or rearrange its Attachments in order to maximize the usable available Pole space and/or to accommodate CITY facilities. Licensee shall do so at its sole cost and risk, except that Licensee shall not be responsible for any costs or expenses incurred to relocate or alter its Attachments to accommodate the Make-Ready work of other Third Party Users. If Licensee fails or refuses to comply with the directions of CITY to change, alter, improve, move, remove or rearrange any of its Attachments in accordance with this Agreement, CITY may then opt to change, alter, improve, move, remove or rearrange such Attachments without incurring any liability, except as provided in Article 16, to Licensee and at Licensee's sole cost and risk, or CITY may proceed under Article 13 of this Agreement and will provide an invoice to the costs to Licensee.

8.4 Emergencies In case of an Emergency, including electrical service restorations, CITY may move, rearrange or transfer Licensee's Attachments, without notice and without liability to Licensee or to any other person, except as provided in Article 16. Licensee shall be responsible for all Costs and shall reimburse CITY for the costs CITY incurs relating to such work within forty-five (45) calendar days of the date CITY sends Licensee an invoice for such work. An "Emergency" is a condition that: (i) poses an immediate threat to the safety of utility workers or the public; (ii) materially and adversely interferes with the performance of CITY or another Third Party User's service obligations; or (iii) poses an immediate threat to the integrity of CITY or another Third Party User's Poles or equipment. As soon as practical thereafter, CITY shall notify Licensee of such events and actions, but in no case later than ten (10) days following the emergency.

8.5 Destroyed Poles If any Pole on which Licensee has an Attachment is substantially destroyed or damaged by fire, storm, accident, or otherwise, CITY shall be under no obligation to rebuild or replace such Pole, but may elect to terminate Licensee's Attachment License for such Pole without any liability to Licensee. CITY shall notify Licensee in writing of a termination under this paragraph, and Licensee shall be entitled to a pro-rata refund of any prepaid but unearned Annual Usage Charge attributable to the Attachments on such damaged or destroyed Pole. Nothing herein shall prohibit Licensee from repairing or replacing such damaged or destroyed Poles at Licensee's sole cost and expense if: (A) CITY elects not to repair or replace same, and (B) Licensee is permitted to do so under the City Code, the terms of Licensee's franchise, if applicable, and any applicable easements.

8.6 Pole Transfers

A. Licensee and CITY expressly agree that for the orderly management of public rights-of-way and aesthetic considerations, double or multiple Poles shall be prohibited if a new Pole contains sufficient carrying capacity to support existing Pole attachments. If CITY replaces an existing Pole supporting an Attachment with a new Pole, CITY will provide at least 30 days' advance written notice via email as well as the NJUNS system to Licensee that Licensee must transfer its Attachment to the new Pole except for emergencies. If mutually agreed upon and if reasonably feasible and safe to do so, CITY will transfer the Attachment to the replacement Pole when CITY transfers its own lines and facilities. Licensee may also notify the CITY in writing within 15 days of the notice that it does not desire to occupy the new Pole. Failure of Licensee to timely respond to CITY's notice shall be deemed an election to occupy the new Pole. If Licensee opts not to occupy the new Pole, Licensee shall remove its facilities from CITY'S Pole within 30 days from the date the replacement Pole is installed and ready for use and Licensee's Attachment License to the replaced Pole shall terminate as of the date of replacement but Licensee shall pay the Usage Rates for such Pole until its Attachments are removed and/or CITY may remove such Attachments at Licensee's sole risk and expense. Should the existing Pole upon which Licensee's facilities remain attached become damaged or rotten, the City shall not be responsible for its replacement and the Licensee will need to make other arrangements for their facilities. Licensee shall not be entitled to a refund of any Annual Usage Charge as a result. For each Attachment transferred by CITY, Licensee shall pay a transfer Fee as set forth in Exhibit A, unless the transfer is the result of a Third Party User attachment request, in which case the Third Party User will pay for Licensee's transfer.

B. All Poles, including any new Poles that may be required, shall be installed in the same

line of existing Poles unless it is infeasible to do so either safely, technically, or legally.

8.7 Relocation Upon at least 60 days advance written notice, Licensee agrees that it will bear all actual and reasonable Costs associated with the relocation or re-routing of its Attachments in the event CITY facilities are removed from a Pole. In such event, CITY shall be under no obligation to maintain any Poles that no longer support CITY lines and may remove Licensee's Attachments when removing the abandoned Pole at Licensee's sole Cost and risk if Licensee fails to relocate its facilities in a timely manner. City is not responsible for any negotiations for reimbursement for developer related relocations.

8.8 Underground Conversion Upon written notice, Licensee agrees that it will bear all Costs associated with the relocation or re-routing of its Attachments in the event CITY facilities are removed from a Pole and re-routed through underground Conduits. In such event, CITY shall be under no obligation to maintain any Poles that no longer support CITY supply lines and may remove Licensee's Attachments when removing the abandoned Pole at Licensee's sole Cost and risk. CITY will afford Licensee the opportunity to relocate underground, at Licensee's expense, where reasonably practicable.

ARTICLE 9

INVENTORY, INSPECTIONS, ANNUAL REPORTING, RIGHT TO AUDIT

9.1 Right to Inspect CITY may inspect Licensee's work and Attachments at any time. CITY may conduct these inspections for any purpose relating to this Agreement, including without limitation: (A) determining compliance with the Design Documents or other design and installation requirements; or (B) determining compliance with Electrical Code. The making of an inspection by CITY shall not operate in any way to relieve Licensee or Licensee's insurers of any responsibility, duty, obligation, or liability under this Agreement or otherwise, nor does CITY's ability to make inspections relieve Licensee from its obligations to exercise due care in the operation and inspection of its Attachments. Further, by conducting any inspection CITY is not responsible for the design, installation, or maintenance of Licensee's facilities or for any damages in anyway related to Licensee's Attachments to CITY'S Pole. Licensee shall reimburse CITY for the Cost of an inspection which finds a violation of the standards and terms of this Agreement caused solely by Licensee, but subject to the City having provided Licensee with proper written notice and opportunity to verify, challenge, and cure, pursuant to Article 9.2 of this Agreement. If an inspection reveals a violation caused by multiple parties (third party attachers and/or Licensor), or where the sole cause of the violation cannot be determined, Licensee shall reimburse the CITY for its costs proportional to that of the violation reasonably attributable to Licensee, subject to the City having provided Licensee with proper written notice and opportunity to verify, challenge, and cure, pursuant to Article 9.2 of this Agreement.

9.2 Compliance In the event any inspection of an existing Attachment reveals that corrections or other actions are required of Licensee under this Agreement, including without limitation those required for reasons of safety or structural integrity, Licensee shall either provide an explanation refuting responsibility or must make such corrections or take the requested actions within 30 days after the date CITY sends Licensee a written notice informing Licensee of the corrections to be made. If such corrections cannot be made within 30 days, the parties will agree on a mutually acceptable timeframe. If Licensee does not refute responsibility for or correct the violation(s) within 30 days (or other mutually agreed period of time) as required, CITY may perform such corrective work, at Licensee's sole Cost and

risk, except as provided in Article 16, if CITY determines in its reasonable judgment and discretion that an Emergency does not permit full advance notice to Licensee. If Licensee fails or refuses to comply with the directions of CITY, the Attachment License(s) for the Attachments in question shall be terminated. In no event will Licensee be responsible for corrections of violations caused by another party, including CITY. CITY may opt to change, alter, improve, move, remove or rearrange such Attachments without incurring any liability to Licensee, except as provided in Article 16, and at Licensee's sole Cost and risk, or proceed under Article 13 of this Agreement.

9.3 System-wide Inventory Not more than once every 3 years, nor less often than once every 10 years, CITY may, but is under no obligation to, conduct a system-wide inventory of all Licensee Attachments and Third-Party User attachments on its Poles, for which Licensee shall bear its proportionate share of Costs with all other Licensee's and Third Party Users. CITY will notify Licensee at least 90 days in advance of the times and places of such inventory, and Licensee may have representatives accompany CITY on the inventory. CITY may use the results of the inventory for purposes of calculating the Annual Usage Charge, but may also rely upon geographical grids or other mutually agreeable census to determine the correct count.

9.4 At the CITY's request, and not more than once every two (2) years, Licensee will confer with the CITY to verify:

- A.** Installations: The Licensee shall verify where it has Attachments installed (by CITY Pole number, if available)
- B.** Non-Functional Attachment: If available, the Licensee shall provide a list of all Attachments or other installations that have either become non-functional, surrendered, or for which the Licensee is no longer paying under the Annual Usage Charge. Licensee shall identify the specific Pole (by CITY Pole number, if available) on which the nonfunctional Attachment or installation is located.
- C.** Removed Equipment: If available, the Licensee shall provide a list of any equipment removed (and not replaced by substantially similar equipment) from specific Poles (by CITY Pole number, if available).
- D.** Contact Personnel: The Licensee shall provide accurate and current contact information. Contact information shall include: (1) emails for field construction, engineering, and city relationship personnel, as well as an email and contact for a vice president level executive, and (2) a phone line that can be contacted by CITY at all times. Should contact information change Licensee shall provide updated information to the CITY within five (5) business days.

9.5 Right to Audit The Licensee grants the CITY, or its designees, the right to audit, examine or inspect, at the CITY's election, all of the Licensee's records relating to number and types of Licensee's Attachments during the term of the Agreement and retention period herein, provided however, that this Article 9.5 shall not apply so long as Licensee's ultimate parent company remains publicly traded, nor shall Article 9.5 apply so long as Licensee holds a state issued franchise covering the CITY. The audit, examination or inspection may be performed by a CITY designee, which may include its internal auditors or an outside representative engaged by the CITY. The Licensee agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the Agreement, then, such retention period shall extend until final resolution of the dispute. "Licensee's Records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Example of Licensee records include but are not limited to billings,

books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, policies, procedures, and any and all other agreements, sources of information and matters that may in the CITY's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Agreement. The CITY agrees that it will exercise the right to audit, examine or inspect only during regular business hours. The Licensee agrees to allow the CITY's designee access to all of the Licensee's Records, Licensee's facilities, and current or former employees of Licensee, deemed necessary by CITY or its designee(s), to perform such audit, inspection or examination. Licensee also agrees to provide adequate and appropriate work space necessary to CITY or its designees to conduct such audits, inspections or examinations. Licensee must include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE 10 UNAUTHORIZED ATTACHMENTS

10.1 Unauthorized Attachments Licensee shall not place any Attachments on a Pole or other CITY infrastructure except as authorized by an Attachment License. If one or more Unauthorized Attachments are discovered, Licensee shall comply with this Article 10 or, if Licensee fails to comply, CITY may, but shall not be required to, remove the Unauthorized Attachment without incurring any liability to Licensee and at Licensee's sole Cost, as described in this paragraph 10.1. With respect to any Unauthorized Attachment, CITY may opt to:

A. Require that Licensee remove such Unauthorized Attachment upon written notice or, if Licensee fails to do as described in part B of this paragraph 10.1, remove such Attachment at Licensee's sole Cost and risk; or

B. Require that Licensee pay all costs to correct any Code or other violation, all inspection and engineering costs to field-check necessary Poles, Unauthorized Attachment Fees, with interest, for each unauthorized Attachment (as shown in Exhibit A Pole Attachment Charges), and submit an Attachment Application for each such Unauthorized Attachment, together with the then-current Filing Fee and Annual Usage Charge for the current year. If such penalty fees, Attachment Application, and charges are not received by CITY within 30 days of notice of the Unauthorized Attachment, or such reasonable time under the circumstances, CITY may then opt to remove Licensee's Unauthorized Attachments pursuant to Part A. of paragraph 10.1. CITY reserves the right to immediately remove any Unauthorized Attachments that, in the CITY'S sole opinion, pose an imminent danger to electrical utility operations or the public.

10.2 Remedies Cumulative The remedies afforded CITY under this Article 10 are in addition to any civil or criminal penalties provided by City Ordinance, as amended.

10.3 Ratification Must Be in Writing No act or failure to act by CITY with respect to an Unauthorized Attachment or any other unauthorized use of CITY Poles or property shall be considered to be a ratification, licensing, or permitting of the unauthorized use, irrespective of any otherwise applicable doctrine of waiver or laches.

10.4 Excessive Unauthorized Attachments Following the first audit after the Effective Date, if CITY

determines that Licensee has made more than 30 Unauthorized Attachments cumulatively during any Contract Year, Licensee shall be considered to be in breach of this Agreement and CITY retains the right to terminate this Agreement and require removal of Licensee's Attachments in accordance with Article 13 of this Agreement. Licensee herein reserves the right to challenge any such termination and maintain its Attachments until such challenge is exhausted.

ARTICLE 11 ACCESS TO CONDUIT AND DUCTS

11.1 Scope Nothing in this Agreement require, or shall be construed as to require CITY to provide Licensee with access to CITY's electrical Ducts and Conduits.

ARTICLE 12 CUSTOMER INTERACTION

12.1 Purpose Licensee acknowledges that the scope of its proposed project and Attachment installation it intends to undertake under this Agreement will require Licensee to make extensive and repeated intrusions onto the private property of CITY customers in order to access Poles. The purpose of this Article is to establish minimum standards of conduct with respect to property owners and CITY customers.

12.2 Licensee Conduct Before engaging in electrical installation work on the property of a CITY customer (except for connections or disconnections of customer's service or doing maintenance on existing Licensee facilities), Licensee shall, at minimum:

- A.** Provide CITY's Electric Utility Dispatch Center, (940) 349-7644, or such other department or division and number as CITY from time to time may designate, with notice of the times, locations, and nature of the work to be performed;
- B.** Require all field crews, and those of its Contractors, to carry and distribute upon request information packets explaining in detail the nature, extent, and purpose of the work being done and listing the telephone number and web site where additional information can be found;
- C.** Establish and maintain a call-center telephone number during all hours during which field work is being done that is staffed by knowledgeable personnel who can answer and resolve customer questions and complaints in a timely manner concerning the work being done on their premises;
- D.** Require all field crews to wear I.D. badges that identify themselves as employees or Contractors of Licensee;
- E.** Have all vehicles used in field work bear the logo(s) of Licensee's Contractors or Licensee; and
- F.** Have readily available, during all hours in which field work is being done, one or more knowledgeable personnel who can communicate with and assist the City Manager's Office and City Council members regarding property owner complaints, and also have available qualified personnel to conduct on-site resolution of property owner complaints.

12.3 No CITY Affiliation Licensee, and its employees, Contractors, and agents shall not at any time represent themselves to the public, any CITY customer, or any resident as being associated with, having the permission of, or having been requested by the City of Denton to be on private property. Licensee shall inform any such persons that it is allowed to work on CITY Poles by virtue of state and federal law, not by voluntary association with the City of Denton.

12.4 Service Interruptions If applicable, Licensee shall provide written notice to affected CITY customers of any planned electrical service interruptions by Licensee's contractors that will affect them not less than 48 hours in advance of such interruption. Such notice shall contain the specific dates and times for such interruptions and the reasons therefor.

ARTICLE 13 TERMINATION

13.1 Termination of Attachment Licenses Attachment Licenses for specific Attachments shall terminate upon any of the following events or conditions:

- A. Licensee has not completed the Attachment installation within the later of (i) 120 days from issuance of the Attachment License (or such longer period as the parties may agree in writing); or (ii) 60 days after completion of all electrical Make-Ready work, unless Licensee and CITY agree in writing for a longer period;
- B. Licensee removes the Attachment other than in the course of routine maintenance or replacement;
- C. Licensee ceases to offer services, or provides services unlawfully, through the Attachment;
- D. Licensee fails to comply with paragraphs 8.3, 8.7 or 9.2 of this Agreement, except as otherwise provided by those paragraphs.

13.2 Right of Suspension Except in the case of a good faith dispute between the Parties, if Licensee fails either to make any payment required under this Agreement, or to perform timely any obligation under this Agreement, and such default continues for 30 days after the date the payment or performance is due if such cure can reasonably be completed within thirty (30) days, and if not, such cure has commenced and is being diligently and consistently pursued then, in addition to any other available right or remedy, CITY may, upon written notice to Licensee, immediately suspend all Attachment Licenses of Licensee hereunder until such time as the default is cured. The payment under protest of a disputed amount in order to avoid, or lift, suspension of Attachment Licenses shall not prejudice the rights of Licensee to continue the payment dispute. A suspension of Attachment Licenses under this paragraph shall not prevent Licensee from operating, maintaining, repairing or removing its existing Attachments, but Licensee shall not install any new or additional Attachments or make any changes to existing Attachments (except for removal or routine repair or maintenance necessary to continue to provide services to then-existing Licensee customers) during the period of suspension, except as otherwise agreed to by the Parties.

13.3 Termination of Agreement by CITY If Licensee fails either to pay any undisputed payment required under this Agreement, or timely perform any obligation under this Agreement, and if such default

has not been cured within three months of Licensee's receipt of written notice of default, or if such cure cannot reasonably be completed in three months, cure has commenced and has been continuously and diligently pursued, CITY may terminate this Agreement and all Attachment Licenses upon written notice to Licensee. Upon receipt of a notice of termination, Licensee shall promptly begin the process of removing all Attachments from specified Poles. All such Attachments shall be removed within 90 days after the date of the notice of termination, or within such time as CITY may agree. Until all of Licensee's Attachments are removed, Licensee shall continue to comply with all of the terms of this Agreement and perform all of its duties and obligations hereunder, including without limitation the obligation to pay Annual Usage Charges for its Attachments. Such payment by Licensee or acceptance by CITY of Annual Usage Charges shall not act to cure the default that triggered the termination nor shall it reinstate this Agreement or Licensee's Attachment Licenses hereunder.

13.4 Failure to Remove Attachments If Licensee has not removed all its Attachments within the period of time specified in the preceding paragraph, or such additional period of time granted by CITY in writing, then CITY may remove Licensee's Attachments at Licensee's sole Cost and risk. CITY will invoice Licensee for such Cost. Additionally, CITY may, in its reasonable discretion and upon written notice to Licensee, deem the Attachments to have been abandoned and assume ownership thereof.

13.5 Termination of Agreement by Licensee Licensee may terminate this Agreement upon 60 days written notice to CITY, in which event all Attachments shall be removed within 120 days after the date of the notice of termination or within such other time as CITY agrees. Until all of Licensee's Pole Attachments are removed, Licensee shall continue to comply with all of the terms of this Agreement and perform all of its duties and obligations hereunder, including without limitation the obligation to pay Annual Usage Charges for its Attachments. Termination by Licensee during a Contract Year shall not relieve Licensee from payment for the full Annual Usage Charge for that Contract Year or any other sums that it owes CITY.

13.6 Survival Licensee's obligations under this Article 13 shall survive termination of this Agreement.

ARTICLE 14 ASSIGNMENTS

14.1 Written Consent Required The rights granted by this License Agreement inure to the benefit of Licensee and shall not be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, merger, consolidation or otherwise by force or involuntary sale, without the express prior written consent of the CITY, which consent shall not be unreasonable withheld, delayed or conditioned.

14.2 Transfer of License Agreement Notwithstanding the provisions of Section 14.1, a transfer of this License Agreement may occur without CITY approval in the following circumstance: (i) an assignment or transfer to entities that control, are controlled by, or are under common control with Licensee, or (ii) the acquisition of all or substantially all of Licensee's assets in the Denton, Texas market by reason of a merger, acquisition or other business reorganization. In order to effect an assignment of this License Agreement as listed in (i) and (ii) above without CITY approval, the Licensee must provide the CITY a Notice of Assumption at least thirty (30) days prior to the assignment which contractually binds the purchasing or acquiring party to meet all the obligations of this License Agreement.

14.3 Institutional Mortgages or Lenders Licensee may also assign this License Agreement, without

CITY's consent and without prior notice to CITY, to an institutional mortgagee or lender providing financing to Licensee with respect to Licensee's Attachments in the event such institutional mortgagee or lender exercises its foreclosure right against Licensee and operates the Attachments; provided such institutional mortgagee or lender is capable of assuming all of the obligations of the Licensee under this License Agreement and further provided that any assignment will not be effective against CITY unless and until written notice of such assignment and exercise of rights is provided to CITY.

14.4 Assignment by CITY CITY may assign this Agreement in whole or in part without the consent of Licensee. CITY shall give Licensee written notice of the transaction within ten days after closing.

ARTICLE 15 SURETY

15.1 Performance Bond Within 30 days of the Effective Date of this Agreement, Licensee shall provide a Performance Bond in the amount of \$100,000 to guarantee the performance of Licensee's obligations under this Agreement, including, but not limited to, the removal of Licensee's Attachments upon termination of this Agreement. Licensee agrees to maintain the performance bond in full force and effect during the entire term of this Agreement and until CITY is reimbursed for all Costs incurred as a result of removing Licensee's Attachments upon termination of this Agreement. The performance bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The amount of the bond or financial security does not operate as a limitation upon obligations of the Licensee under this Agreement.

ARTICLE 16 LIABILITY AND INDEMNITY

16.1 CITY Liability CITY reserves to itself the right to maintain and operate its Poles in such manner as will best enable it to fulfill its own service requirements. CITY shall not be liable for any damages incurred by Licensee for damage or interruption to its Attachments except for actual repair costs caused by the gross negligence or intentional misconduct of CITY; provided, however, that CITY shall not be liable to Licensee for material or financial loss resulting from any interruption of Licensee's Attachments. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ANY THIRD PARTY, OR ANY CUSTOMER OF THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE USE OF OR DAMAGE TO, LICENSEE'S FACILITIES, OR THIS AGREEMENT.**

16.2 No Warranties by CITY Licensee is expected to inspect the Poles on which its Attachments will be placed and shall rely solely on such inspection to determine the suitability of the Poles for its purposes. **CITY DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY POLE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACCEPTS THE USE OF ALL POLES AS IS-WHERE IS, AND WITH ALL FAULTS, EXCEPT AS OTHERWISE PROVIDED HEREIN.**

16.3 Unsafe Poles Licensee acknowledges and agrees CITY does not warrant the condition or safety of CITY's Poles, or the premises surrounding the Poles LICENSEE HEREBY ASSUMES ALL RISKS OF , AND INDEMNIFIES CITY FROM, ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY LICENSEE'S, OR LICENSEE'S CONTRACTORS' OR SUBCONTRACTORS' USE OF THE POLES AND ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN, OR SURROUNDING THE POLES. Licensee expressly agrees it will undertake responsibility for inspecting and evaluating the condition of any Pole before allowing any employees, whether those of Licensee or Licensee's Contractors or Subcontractors, to climb or otherwise work on such Pole. If Licensee discovers any Poles that are rotten or otherwise unsafe for climbing or for Attachment installation, Licensee shall report any unsafe condition to CITY within one (1) day. Licensee further acknowledges CITY does not warrant all Poles are properly labeled, and agrees CITY is not liable for any injuries or damages caused by or in connection with missing labels or otherwise improperly labeled Poles. Licensee further agrees to notify CITY immediately if labels or tags are missing or otherwise improper.

16.4 Dangerous Nature of the Work Licensee acknowledges in performing the work contemplated by this Agreement, Licensee and its agents, servants, employees, Contractors and Subcontractors will work near electrically energized lines, transformers, and other electrical equipment, and it is the intention the power flowing through such facilities will not be interrupted except by CITY. Licensee shall ensure its employees, servants, agents, Contractors and Subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of CITY, and the general public, from harm or injury while performing work permitted by this Agreement. In addition, Licensee shall furnish its employees, and shall require its agents, Contractors and Subcontractors to furnish their employees, with competent supervision and sufficient and adequate personal protective equipment, tools and other equipment for their work to be performed in a safe manner. Licensee further warrants it is apprised of, conscious of, and understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION OR FALLS) inherent in the work necessary to make installations on CITY's Poles by Licensee's employees, servants, agents, Contractors and Subcontractors, and accepts as its duty and sole responsibility to notify and inform Licensee's employees, and to require its agents, Contractors and Subcontractors to inform their employees of such dangers and to keep them informed regarding same.

16.5 Disclaimer of Liability CITY shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any cause whatsoever arising out of Licensee's negligent construction, reconstruction, maintenance, repair, use, operation, condition or dismantling of Licensee's system or Licensee's provision of service.

16.6 Indemnification SUBJECT ONLY TO PARAGRAPH 16.9 LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ALL ASSOCIATED, AFFILIATED, ALLIED AND SUBSIDIARY ENTITIES OF CITY, WHETHER EXISTING NOW OR IN THE FUTURE, AND EACH OF THEIR RESPECTIVE OFFICIALS, OFFICERS, DEPARTMENTS, AGENCIES, COUNTIES, BOARDS, REPRESENTATIVES, EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS AND ATTORNEYS (CITY AND SUCH OTHER PERSONS AND ENTITIES BEING COLLECTIVELY REFERRED TO HEREIN AS "INDEMNITEES"), FROM AND AGAINST:

A. ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND

EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS) , WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF LICENSEE, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS OR AFFILIATES, RESULTING IN ECONOMIC HARM, PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THE CONSTRUCTION, RECONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE OR CONDITION OF LICENSEE'S ATTACHMENTS OR OTHER PROPERTY OF LICENSEE OR ITS AFFILIATES AND ANY OTHER FACILITIES AUTHORIZED BY OR PERMITTED UNDER THIS AGREEMENT; THE RELEASE OF HAZARDOUS SUBSTANCES, OR; THE FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, LAW, CODE, ORDINANCE OR REGULATION.

B. ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), WHICH ARE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO LICENSEE, ITS CONTRACTORS OR SUBCONTRACTORS, FOR THE INSTALLATION, CONSTRUCTION, RECONSTRUCTION, OPERATION OR MAINTENANCE OF LICENSEE'S FACILITIES (AND ANY OTHER FACILITIES AUTHORIZED BY OR PERMITTED UNDER THIS AGREEMENT OR PROVISION OF COMMUNICATIONS SERVICES OR OTHER SERVICES AUTHORIZED BY OR PERMITTED UNDER THIS AGREEMENT), AND, UPON THE WRITTEN REQUEST OF CITY, LICENSEE SHALL CAUSE SUCH CLAIM OR LIEN COVERING CITY'S PROPERTY TO BE DISCHARGED OR BONDED WITHIN THIRTY (30) DAYS FOLLOWING SUCH REQUEST.

C. ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY FINANCING OR SECURITIES OFFERING BY LICENSEE OR ITS AFFILIATES FOR VIOLATIONS OF THE COMMON LAW OR ANY LAWS, STATUTES, OR REGULATIONS OF THE STATE OF TEXAS OR THE UNITED STATES, INCLUDING THOSE OF THE FEDERAL SECURITIES AND EXCHANGE COMMISSION, WHETHER BY LICENSEE OR OTHERWISE.

D. ALL ACTS OR OMISSIONS BY LICENSEE OR ITS CONTRACTORS DONE IN THE COURSE OF INSTALLATION CONSTRUCTION OR IN THE MAINTENANCE, USE, OR OPERATION OF LICENSEE'S ATTACHMENTS.

E. ANY WORK PERFORMED BY CITY THAT WAS NECESSITATED PRIMARILY BY THE INSTALLATION, MAINTENANCE, PRESENCE, USE OR REMOVAL OF LICENSEE'S ATTACHMENTS OR FROM ANY WORK THIS AGREEMENT AUTHORIZES CITY TO PERFORM ON LICENSEE'S BEHALF.

F. ALL CLAIMS OR CAUSES OF ACTION FOR DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF ANY PERSONS, INCLUDING PAYMENTS MADE BY CITY UNDER ANY WORKER'S COMPENSATION LAWS OR UNDER ANY PLAN FOR EMPLOYEES' DISABILITY AND DEATH BENEFITS, ARISING OUT OF THE

ERECTION, MAINTENANCE, REPAIR, PRESENCE, USE, RELOCATION, TRANSFER OR REMOVAL OF LICENSEE'S ATTACHMENTS OR THE PROXIMITY OF LICENSEE'S ATTACHMENTS TO CITY'S FACILITIES OR THE PROPERTY OF ANY OTHER THIRD PARTY USER, OR BY ANY ACT OR OMISSION OF LICENSEE ON OR IN THE VICINITY OF CITY'S POLES.

G. ALL CLAIMS OR CAUSES OF ACTION FOR PROPERTY DAMAGE, BODILY INJURY OR DEATH CAUSED BY LICENSEE'S ACTS OR OMISSION DURING THE PERFORMANCE OR NONPERFORMANCE OF ANY WORK OR OBLIGATION UNDERTAKEN BY LICENSEE PURSUANT TO THIS AGREEMENT, EXCEPT TO THE EXTENT OF CITY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT.

H. ANY OCCURRENCE RELATED TO LICENSEE'S ERECTION, MAINTENANCE, REPAIR, PRESENCE, USE, RELOCATION, TRANSFER OR REMOVAL OF LICENSEE'S ATTACHMENTS, INCLUDING LIABILITIES INCURRED AS A RESULT OF VIOLATION OF ANY LAW, RULE, OR REGULATION OF THE UNITED STATES, STATE OF TEXAS OR ANY OTHER GOVERNMENTAL ENTITY OR ADMINISTRATIVE AGENCY.

I. A VIOLATION OF ANY STATE OR FEDERAL LAW ARISING OUT OF LICENSEE'S ERECTION, MAINTENANCE, REPAIR, PRESENCE OR USE, RELOCATION, TRANSFER OR REMOVAL OF LICENSEE'S ATTACHMENTS OR THE PROXIMITY OF LICENSEE'S ATTACHMENTS TO CITY'S FACILITIES OR THE PROPERTY OF ANY ATTACHING ENTITY, OR BY ANY ACT OR OMISSION OF LICENSEE ON OR IN THE VICINITY OF CITY'S POLES, WHETHER SUCH VIOLATION IS THE RESULT OF A VIOLATION OF A STATUTE BY CITY OR THE LICENSEE SOLELY OR ANY JOINT VIOLATION THEREOF.

J. CLAIMS OF GOVERNMENTAL BODIES, PROPERTY OWNERS OR OTHERS ALLEGING THAT LICENSEE DOES NOT HAVE A SUFFICIENT RIGHT OR AUTHORITY FOR PLACING AND MAINTAINING LICENSEE'S FACILITIES AT THE LOCATIONS OF POLES OWNED BY CITY OR JOINT USERS.

K. CLAIMS FOR TAXES OR SPECIAL CHARGES BY OTHERS THAT ARISE DIRECTLY OR INDIRECTLY FROM THE CONSTRUCTION, MAINTENANCE OR OPERATION OF LICENSEE'S FACILITIES.

L. CLAIMS OR CAUSES OF ACTION CAUSED BY OR RELATING IN ANY MANNER TO A BREACH OF THIS AGREEMENT OR A FAILURE TO FOLLOW THE TERMS OF THIS AGREEMENT BY LICENSEE OR ITS AGENTS AND EMPLOYEES OR BY LICENSEE'S CONTRACTORS OR THEIR AGENTS AND EMPLOYEES.

M. ALL CLAIMS OR CAUSES OF ACTION OF THIRD PARTY USERS ALLEGING INTERFERENCE FROM LICENSEE'S ATTACHMENTS OR DAMAGE TO THIRD PARTY USER ATTACHMENTS OR FACILITIES.

N. ALL CLAIMS OR CAUSES OF ACTION RELATING TO LICENSEE'S USE OF ITS ATTACHMENTS, INCLUDING WITHOUT LIMITATION CLAIMS OF LIBEL AND SLANDER AND CLAIMS BASED UPON INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

O. LICENSEE'S OBLIGATIONS TO INDEMNIFY INDEMNITEES UNDER THIS AGREEMENT SHALL NOT EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED HEREUNDER THAT ARE CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES. IN SUCH CASE THE OBLIGATION TO INDEMNIFY SHALL BE REDUCED IN PROPORTION TO THE NEGLIGENCE OF THE INDEMNITEES. BY ENTERING INTO THIS AGREEMENT, CITY DOES NOT CONSENT TO SUIT, WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT.

P. THIS SECTION 16.6 SURVIVES THE TERMINATION OF THIS LICENSE AGREEMENT.

16.7 Assumption of Risk Licensee undertakes and assumes for its officers, agents, Contractors and subcontractors and employees (collectively "Licensee" for the purpose of this Section), all risk of dangerous conditions, if any, on or about any CITY-owned or controlled property, the streets and public ways, and Licensee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitees' gross negligence) arising out of Licensee's work while installing , operating, or maintaining the Communication Facilities or other Licensee facilities or Licensee's failure to comply with any Federal, State or local statute, law, code, ordinance or regulation.

16.8 Defense of Indemnitees In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Licensee shall, upon notice from any of the Indemnitees, at Licensee's sole cost and expense, resist and defend the same with legal counsel selected by Licensee and consented to by CITY, such consent not to be unreasonably withheld; provided, however, that Licensee shall not admit liability in any such matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Licensee.

16.9 Joint Liability The indemnity obligations set forth in paragraphs 16.5 and 16.6 shall apply to fully protect and indemnify CITY from all such claimed damages regardless of whether CITY is a joint tortfeasor unless (1) the indemnified liability was the result of gross negligence, or intentional or reckless misconduct on the part of CITY, or their agents, servants, employees, or contractors, or (2) by virtue of a final judgment, a finder of fact determines CITY'S percentage of responsibility for the indemnified liability to be 51% or greater, in which case each party shall then be liable for its found percentage of damages in accordance with Texas law.

16.10 Governmental Immunity No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by CITY of the provisions of the Texas Tort Claims Act or any other law limiting municipal liability.

16.11 City Fault. SUBJECT ONLY TO PARAGRAPH 16.6, 16.7 AND 16.9, IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE FOREGOING INDEMNITY IS TO PROTECT AND INDEMNIFY CITY AGAINST THE CONSEQUENCES OF ITS OWN FAULT WHERE THE CITY'S FAULT IS A CONCURRENT CAUSE OF THE INDEMNIFIED CLAIM.

16.12 Notice, Cooperation and Expenses The Indemnitees shall give Licensee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Article 16. Nothing herein shall be deemed to prevent the Indemnitees at their own expense from cooperating with Licensee and participating in the defense of any litigation by their own counsel.

16.13 Other Indemnification Provisions No indemnification provision contained in this Article shall be construed in any way to limit any other indemnification provision contained in this Agreement.

16.14 Survival This Article 16 shall survive the termination of this License Agreement.

ARTICLE 17 INSURANCE

17.1 Licensee shall purchase and maintain in force and effect, at its own expense, the following minimum insurance coverages and limits:

17.2 Statutory Worker's Compensation and Employer's Liability Insurance with minimum limits of not less than indicated below. The policy must be in the name of the Licensee.

Required Limits – Statutory limits, with Employer's Liability Coverage as follows:

| | |
|--|----------------|
| Bodily Injury by Accident | \$1,000,000.00 |
| Bodily Injury by Disease Each Employee | \$1,000,000.00 |
| Bodily Injury by Disease Policy Limit | \$1,000,000.00 |

17.3 Commercial General Liability Insurance, including the coverages identified below, with minimum limits indicated below.

| | |
|-------------------|----------------|
| Each Occurrence | \$1,000,000.00 |
| General Aggregate | \$2,000,000.00 |

The Commercial General Liability Policy will include the following coverage's where applicable:

1. Bodily injury & Property damage on an "Occurrence" basis
2. Premises & Operations
3. Products/Completed Operations
4. Personal & Advertising Injury Liability
5. Contractual Liability
6. Explosion, Collapse, and Underground (XCU)

17.4 Commercial Automobile Insurance for all owned, non-owned, and hired vehicles.

Combined Single Limit BI & PD \$500,000.00

17.5 Umbrella/Excess Liability Coverage, following form, over Employers' Liability, Commercial General Liability, and Commercial Automobile Liability Policies, with the limits shown below.

Excess Liability Coverage \$8,000,000.00 per occurrence/claim

17.6 Each of Licensee's liability insurance policies required herein shall be primary to and non-contributing with, any other insurance carried by, or for the benefit of the CITY. Insurance may be provided under a single limit policy, or two or more policies with combined limits for the required amount of coverage.

17.7 Licensee's workers' compensation, employers' liability, commercial automobile liability, commercial general liability, and umbrella/excess liability insurance policies shall, through policy language or endorsement, waive all rights of subrogation in favor of CITY and its affiliates, and their shareholders, directors, officers, members, employees and agents.

17.8 CITY and its employees, officers, directors, shareholders, members, and agents shall be included as additional insureds on all policies (except workers' compensation and employer's liability). Commercial general liability policy shall include ISO endorsement forms "CG 20 10" and "CG 20 37," or their

equivalent. Further:

(a) In the event of cancellation of the required policies, Licensee or its insurer(s) shall provide thirty (30) days' prior written notice of cancellation to CITY.

(b) Upon request by CITY, Licensee shall provide copies of policy endorsements as required in this Section 17 from issuing insurance company(s).

17.9 All Licensee's insurance shall be issued by insurance carriers authorized or licensed to do business in Texas at the time the policy is issued and rated by A.M. Best Company as A-VII or better, confirmed by one or more insurance certificates listing CITY's name and address as a Certificate Holder, and list the name of Project as described in this Agreement and the name and phone number of the broker who prepared the certificate. Certificates of insurance shall be prepared on an Acord form 25.

17.10 With respect to any coverage maintained on a "claims-made" policy form, Licensee shall maintain such coverage, either through policy renewals or the purchase of an extended discovery period (if such extended coverage is available), for two (2) years following termination of this Agreement; provided that, if a "claims-made" policy is maintained, the retroactive date must precede the effective date of this Agreement.

17.11 Licensee shall not commence the installation of Attachments under this Agreement until Licensee has obtained all required insurance and until such insurance certificates and endorsements/policy language have been received and approved by CITY. CITY's approval of Licensee's insurance shall not relieve or decrease the liability of Licensee hereunder.

17.12 If Licensee fails to obtain or renew the above required insurance and furnish to the CITY acceptable evidence thereof, CITY shall have the right, but not the obligation, to deem as material breach of this Agreement the Licensee's failure to do so. City retains any and all rights to pursue damages related to this breach notwithstanding any limitations of liability herein.

17.13 Nothing herein shall reduce or alter any obligation Licensee has to indemnify, defend or hold harmless the Indemnified Parties identified in the Agreement.

17.14 In the event Licensee enters into a subcontract with an independent contractor, the Licensee will require the independent contractor to procure insurance that is appropriate for the type and level of services being provided.

17.15 Licensee shall bear all risks and be responsible for any uninsured loss due to policy deductibles, self-insured retentions, exclusions, limitation inadequacy and/or absence of coverage, whether such policies are purchased by Licensee and/or CITY.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 Integration This Agreement constitutes the entire understanding of the parties relating to the use of CITY'S Poles hereunder; and there shall be no modification or waiver hereof except by writing, signed by the parties. There are no oral representations or agreements between the parties. All previous agreements, correspondence, statements, and negotiations are superseded by this Agreement.

18.2 No Waiver The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in duly force and effect.

18.3 Applicable Law and Venue The parties hereto agree and intend that all disputes that may arise from, out of, under or respecting the terms and conditions of this Agreement, or concerning the rights or obligations of the parties hereunder, or respecting any performance or failure of performance by either party hereunder, shall be governed by the laws of the State of Texas, without application of its Conflict of Laws provisions.

Except as provided in Article 3, Paragraph 3.2 of this Agreement, the parties further agree and intend that venue shall be proper and shall lie exclusively in state or federal court with jurisdiction in Denton County, Texas, except where otherwise provided herein and except where the Texas Public Utility Commission lawfully has jurisdiction.

18.4 Severability If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants and provisions of this Agreement shall remain in full force and effect.

18.5 Payments & Interest All monetary payments under this Agreement shall be due and payable within 45 days after receipt of invoice. All overdue balances shall accrue interest at the rate of 0.5% per month from the due date until paid, or the maximum rate allowed by law, whichever is less.

18.6 Amending Agreement Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed, or altered except in writing signed by authorized representatives of both Parties.

18.7 Dispute Resolution This procedure shall govern any dispute resolution process between CITY and Licensee arising from or related to the subject matter of this Agreement that is not resolved by agreement between their respective personnel responsible for day-to-day administration and performance of this Agreement. Upon mutual agreement of the Parties, prior to the filing of any suit with respect to such a dispute, other than a suit seeking injunctive relief with respect to intellectual property rights, the Party believing itself aggrieved ("the Invoking Party") will call for progressive management involvement in the dispute negotiation by giving written notice to the other Party. Such a notice will be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement. CITY and Licensee will use their best efforts to arrange personal meetings and telephone conferences as needed, at mutually convenient times and places, between their negotiators. If a resolution is not achieved by negotiators at the final management level within allotted reasonable amount of time, then either Party may within ten (10) business days thereafter request non-binding mediation to resolve the dispute. The mediation shall take place in Denton County or in a location mutually agreed to by the Parties. The allotted period for completion of the mediation shall be thirty (30) calendar days. Notwithstanding the foregoing, either Party may file an action in a court of competent jurisdiction within the State of Texas to resolve the dispute at any time unless otherwise agreed.

18.8 Receivership, Foreclosure, or Bankruptcy Licensee shall notify CITY not later than thirty (30) days of the filing of a receivership, reorganization, bankruptcy or other such action or proceeding by or against Licensee. Except as otherwise prevented by a court of law, the rights granted to Licensee hereunder, at the option of CITY shall cease and terminate one hundred twenty (120) days after the appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Licensee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such

receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

- A. to the extent permitted by law, within one hundred twenty (120) days after their election or appointment, such receivers or trustees shall have complied fully with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all defaults under the Agreement, if any; and
- B. to the extent permitted by law, within said one hundred twenty (120) days, such receivers or trustees shall execute an agreement duly approved by CITY having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Agreement.
- C. In the case of foreclosure or other judicial sale of the plant, property and equipment of Licensee, or any part thereof, including or excluding this Agreement, CITY may serve notice of termination upon Licensee and the successful bidder at such sale, in which event the Agreement herein granted and all rights and privileges of the Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless:
- D. CITY shall have approved the transfer of this Agreement, as and in the manner in this Agreement provided; and
- E. Unless such successful bidder shall have agreed with CITY to assume and be bound by all the terms and conditions to this Agreement.

18.9 Incorporation of Recitals and Appendices The Recitals stated above and all appendices, attachments, and exhibits to this Agreement are incorporated into and constitute part of this Agreement.

18.10 Contractors and Agents Bound Licensee shall be fully liable for any Contractor or subcontractor retained by Licensee to perform work or services for Licensee under this Agreement, as a condition of being granted access to Poles and City property.

18.11 No Third Party Beneficiaries The terms and provisions of this Agreement are intended to be for the benefit of CITY and Licensee except as otherwise provided in this Agreement, and nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties to this Agreement, any benefits, rights or remedies under or by reason of this Agreement.

18.12 Emergency Contact Each Party shall maintain a staffed 24-hour emergency telephone number where a Party can contact the other Party to report damage to the other Party's Facilities or other situations requiring immediate communications between the Parties. Failure to maintain an emergency contact shall subject the Licensee to a charge equal to the actual costs incurred by CITY per incident and shall eliminate CITY's liability, to Licensee for any actions that CITY deems reasonably necessary given the specific circumstances. The CITY's Electric Utility Dispatch Center emergency phone number is (940) 349-7644.

18.13 Direct Billing Notwithstanding any provision to the contrary contained herein, to the extent that Licensee has a separate applicable contractual agreement with CITY's Contractor, CITY's Contractor shall directly bill Licensee for its work conducted under this Agreement pursuant to the terms of

Contractor's agreement with Licensee, and all payments to CITY's Contractor (and any billing disputes arising thereunder) shall be pursuant to the separate applicable contractual agreement with Licensee.

18.14 Notices When notice is required to be given under this Agreement by either party, it shall be in writing mailed or delivered to the other party at the following address or to such other address as either party may from time to time designate in writing for that purpose. All notices shall be effective upon receipt.

City:

Office of the City Attorney

City of Denton
215 E. McKinney St.
Denton, Texas
76201

Licensee:

Charter Communications

Construction Manager
1565 Chenault
Dallas, TX 75228

Legal Notice

Charter Communications
Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Pole Rent:

Charter Communications, c/o TEOCO
Attn: Ms-CCF
12150 Monument Drive, Ste. 700
Fairfax, VA 22033
Email: charter.xtrak@teoco.com

IN WITNESS WHEREOF, the undersigned have executed this Agreement at Denton, Denton County, Texas through their duly authorized representatives.

AGREED:

CITY OF DENTON

City Manager

Signed on the ____ day of _____, 20 ____.

Approved as to legal form

City Attorney

LICENSEE

Jimmy McCullough, Area Vice President
Spectrum Gulf Coast, LLC
By Charter Communications, Inc., its manager



Signature of Authorized Person for Licensee Entity

Jimmy McCullough
Printed Name of Authorized Person

Signed on the 31 day of December, 20 25.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON ADOPTING AND APPROVING A POLE ATTACHMENT LICENSE AGREEMENT WITH SPECTRUM GULF COAST, LLC (“CHARTER”) FOR ALL POLE ATTACHMENTS INVOLVING POLES AND CONDUITS OWNED BY THE CITY OF DENTON (“CITY”); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City, operates or controls certain utility poles in the public rights of way managed and controlled by City throughout Denton; and

WHEREAS, Spectrum Gulf Coast LLC (“Charter” or “Licensee”) desires to provide voice, video, internet, or data transmission and other lawful communications services within City’s service area; and

WHEREAS, to provide voice, video, internet, or data transmission and other lawful communications services, Licensee seeks to place and maintain cables, equipment, facilities, within City’s service area and desires to place such cables, equipment, and facilities on various poles and easements owned by City; and

WHEREAS, City is willing to grant Licensee a revocable, non-exclusive license to use certain poles on the strict terms and conditions set forth in this Pole Attachment License Agreement and subject to the City Code of Ordinances, Electrical Code, and Distribution Construction Standards, and applicable law, as they may be amended from time to time.

WHEREAS, the City Council finds that this Pole Attachment License Agreement is in the best interest of the City; NOW THEREFORE

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby approves the attached Pole Attachment License Agreement with Licensee.

SECTION 2. The City Manager is hereby authorized to execute and deliver on behalf of the City the Pole Attachment Agreement attached hereto and incorporated herein by reference.

SECTION 3. 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 4. The City Council hereby authorizes the expenditure of funds therefor in the attached Pole Attachment License Agreement.

SECTION 5. 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

 Scott Bray
Deputy City Attorney



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services

ICM: Cassey Ogden

DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance providing for acceptance of eligible 212.172 non-annexation agreement(s) for properties that do not have an agricultural, wildlife management or timberland ad valorem tax exemption within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as DH-12, consisting of approximately 1.03 acres of land, generally located on the north side of Mills Road, approximately 1,453 feet west of South Trinity Road; providing for severability; and providing an effective date. (ID 26-0424, Lopez)

BACKGROUND

State law requires the City to offer owners of property the City wishes to annex a Non-Annexation Agreements (NAA) if the property is appraised for tax purposes as having agricultural, wildlife management, or timber use. The City also offered NAAs to properties used only for a single-family residence.

The major requirements included in the NAA's are:

- The property may only be used for single-family residential, agricultural, wildlife, timber, or related uses.
- City of Denton regulations apply to any proposed development.
- Development applications and building permits must be submitted and approved through the City of Denton.
- Land may be divided into smaller parcels through platting with the City but the smallest parcel cannot be less than 5 acres.
- Notification must be provided to the City if the property is sold.
- For properties with an agriculture, wildlife management, or timberland exemption, they are required to provide notice to the City of a change in exemption.

If the property owner does not abide by these requirements, **or if the NAA expires**, the City may proceed with annexation of the property

These initial NAAs were offered in the period between 2010 and 2016 as the City was going through a process of annexing portions of the City's extra-territorial jurisdiction (ETJ). The City of Denton was originally party to approximately 173 NAA's with property owners of land in the ETJ of the City. These NAA's had an original expiration date of August 2020, but Council ultimately directed staff to offer extensions of the NAA to August 2040. Expired NAA's were last brought to City Council for direction on October 20, 2020, and direction at that point was to continue to work with property owners who had

expired NAA’s. Following that direction, staff continued to work with property owners and additional NAA’s were brought forward to City Council in May 2021.

While a majority of property owners worked with the City to extend their agreements, there were a limited number who never signed new agreements. At that point, there were 11 total expired NAAs representing 15 individual parcels (down from 18 total expired NAA’s representing 24 individual parcels).

Staff notified City Council in a Legal Status Report on April 19, 2024, of an effort to reengage the property owners with expired NAA’s. Letters to private property owners were mailed in May with follow-up letters in June prior to the response deadline of June 21, 2024.

Of the 18 property owners, 8 signed updated NAA’s and were on the agenda for City Council approval for November 19, 2024.

This property (property IDs 37221 and 121712) is in the DH-12 non-annexation area and owned by Victor Lopez.

Staff began the annexation process with the approval of the MSA and first reading of the annexation ordinance at the February 17, 2026, City Council meeting. After the first reading of the annexation ordinance, staff sent a certified letter to the property owner as the final notice of the opportunity to sign the new NAA agreeing to the extension of the NAA for the Property until August 1, 2040. The property has signed the new NAA.

RECOMMENDATION

Staff recommends approval of the ordinance for the signed NAA to extend the agreement to 2040.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

| | | | |
|-------------------|--------------|--|---|
| December 18, 2012 | City Council | Non-Annexation Agreement | Approved |
| February 17, 2026 | City Council | Municipal Services Agreement Ordinance | Approved |
| February 17, 2026 | City Council | Public Hearing | Public hearing held; no further action occurred |
| February 17, 2026 | City Council | First Reading of the Annexation Ordinance | First Reading held; no further action occurred |
| March 24, 2026 | City Council | Second Reading of the Annexation Ordinance | Annexation Denied due to obtaining signed NAA from property owner |

EXHIBITS

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

Respectfully submitted:

Hayley Zagurski, AICP
Planning Director

Prepared by:
Ashley Ekstedt, AICP
Associate Planner

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ACCEPTANCE OF ELIGIBLE 212.172 NON-ANNEXATION AGREEMENT(S) FOR PROPERTIES THAT DO NOT HAVE AN AGRICULTURAL, WILDLIFE MANAGEMENT OR TIMBERLAND AD VALOREM TAX EXEMPTION WITHIN AN AREA OF LAND ADJACENT TO AND ABUTTING THE EXISTING CITY LIMITS OF THE CITY OF DENTON, TEXAS, GENERALLY IDENTIFIED AS DH-12, CONSISTING OF APPROXIMATELY 1.03 ACRES OF LAND, GENERALLY LOCATED ON THE NORTH SIDE OF MILLS ROAD, APPROXIMATELY 1,453 FEET WEST OF SOUTH TRINITY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 43.061, Subchapter C-1, Local Government Code, a home rule city is authorized to annex certain areas that are not required to be in an annexation plan, and the City desires to pursue annexation of DH-12, as hereinafter described; and

WHEREAS, pursuant to Chapter 43 of the Tex. Loc. Gov't Code, the City had previously given notice of its intent to institute annexation proceedings in 2010, 2015, and again in 2016 for property located in DH-12, which was and is subject to the provisions of Sec. 43.016 of Tex. Loc. Gov't Code; and

WHEREAS, in accordance with State law, the City offered all eligible property owners within DH-12 non-annexation development agreements, as then contemplated by former Section 43.035 (as previously codified) and current Section 212.172 of Tex. Loc. Gov't Code, in lieu of the City's annexation in 2010, as well as extensions of said agreements in lieu of the City's annexation in 2015 and 2016; and

WHEREAS, under a non-annexation development agreement between an eligible property owner and the City, the land subject to the agreement retains its extraterritorial status and the owners of such land must abide by the City's development regulations as if such land were within the City limits, as provided further in such agreement; and

WHEREAS, the City Council has offered to extend the term of the non-annexation development agreement until December 31, 2040, to all eligible property owners within DH-12; and

WHEREAS, the Denton County Appraisal District records show that some properties that formerly entered non-annexation development agreements with the City are not currently appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or timber land pursuant to Ch. 23 of the Tex. Tax Code, Subchapters C, D, or E and thus not eligible to receive a Ch. 43 non-annexation development agreement; and

WHEREAS, despite no longer having a valid agricultural, wildlife management or timber land ad valorem tax exemption, the City desires to allow the properties that formerly had a non-annexation development agreement with the City to remain in the City's extraterritorial jurisdiction in accordance to the similar terms and conditions that are contained in a Ch. 43 non-annexation development agreement; and

WHEREAS, Sec. 212.172 of the Tex. Loc. Gov't Code authorizes a property owner and a municipality to enter into an agreement for purposes of retaining land in the extraterritorial jurisdiction in exchange for the property owner's covenant not to develop the property and to authorize the municipality to apply its regulations and development authority not inconsistent with agricultural use; and

WHEREAS, for all intents and purposes, 212.172 non-annexation development agreements very similar to a Ch. 43 non-annexation development agreement, except that a 212.172 non-annexation development agreement does not require the Property to possess a valid agricultural, wildlife management or timber land ad valorem tax exemption; and

WHEREAS, the City continues to desire to allow such properties to remain in the City's extraterritorial jurisdiction until December 31, 2040, through a 212.172 non-annexation development agreement, which agreement amends and extends the term of the prior Ch. 43 non-annexation development agreements previously executed by the parties; and

WHEREAS, upon expiration of the 212.172 non-annexation development agreement, the owners shall be deemed to have filed a petition for voluntary annexation, pursuant to Subch. C-3 of Ch. 43 of the Tex. Loc. Gov't Code; and

WHEREAS, the City Council deems it to be in the best interests of the citizens of the City of Denton to enter into such 212.172 non-annexation development agreement with eligible property owners who timely submitted 212.172 non-annexation development agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The area of land which abuts and is adjacent to the existing corporate limits of the City of Denton, Texas, known as DH-12, is described in ordinance 2012-363.

SECTION 3. Certain 212.172 non-annexation development agreement relating to eligible properties within that parcel identified as DH-12, which have been properly executed by the owners of those properties, are hereby approved by the City of Denton and are attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 4. City Manager is authorized and directed to sign the non-annexation agreements contained within Exhibit "A" for and on behalf of the City of Denton as a ministerial act, but with an effective date of this Council's action on same. The City Manager shall further arrange for the recordation of non-annexation agreements in the real property records of Denton County, Texas.

SECTION 5. Should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. This Ordinance shall take effect immediately on its passage and approval.

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: | _____ | _____ | _____ | _____ |
| Suzi Rumohr, District 3: | _____ | _____ | _____ | _____ |
| Joe Holland, District 4: | _____ | _____ | _____ | _____ |
| Brandon McGee, At Large Place 5: | _____ | _____ | _____ | _____ |
| Jill Jester, At Large Place 6: | _____ | _____ | _____ | _____ |

PASSED AND APPROVED this the _____ day of _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Hilary McMahon*

Exhibit A

**CHAPTERS 43 AND 212 TEXAS LOCAL GOVERNMENT CODE
2024 NON-ANNEXATION AGREEMENT**

This AGREEMENT, entered into on the Effective Date, is by and between the CITY OF DENTON, TEXAS (the "City") and LOPEZ, VICTOR ("Owners"), the property owners of the hereinafter described property (the "Property") in Denton County, Texas:

Being a 2.0 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated September 20, 1973, from H.L. Harris to Jimmie D. Brown and wife, Reba E. Brown, filed for record on September 20, 1973, and recorded in Volume 686, Page 82, of the Real Property Records of Denton County, Texas, SAVE and EXCEPT the following three (3) tracts of land: A 0.344 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated February 21, 1985, from Jimmie D. Brown and wife, Reba E. Brown, to Jimmie D. Brown, Jr. and wife, Brenda Danielle Brown, filed for record on March 5, 1985, and recorded in Volume 1534, Page 805, of the Real Property Records of Denton County, Texas. Said 0.344 acre tract of land is commonly known as DCAD Property ID 161515. A 0.344 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated May 9, 1986, from Jimmie D. Brown and wife, Reba E. Brown, to Jeffery G. Brown, filed for record on May 12, 1986, and recorded in Volume 1882, Page 499, of the Real Property Records of Denton County, Texas. Said 0.344 acre tract of land is commonly known as DCAD Property ID 121712. A called 0.688 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated May 9, 1986, from Jimmie D. Brown and wife, Reba E. Brown, to John C. Brown and wife, Shelia M. Brown, filed for record on May 12, 1986, and recorded in Volume 1882, Page 503, of the Real Property Records of Denton County, Texas. Said 0.688 acre tract of land is commonly known as DCAD Property ID 131805. Leaving a called 0.69 acre tract of land that is commonly known as DCAD Property ID 37221.

Being a 2.0 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated September 20, 1973, from H.L. Harris to Jimmie D. Brown and wife, Reba E. Brown, filed for record on September 20, 1973, and recorded in Volume 686, Page 82, of the Real Property Records of Denton County, Texas, SAVE and EXCEPT the following three (3) tracts of land:

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A 0.344 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated May 9, 1986, from Jimmie D. Brown and wife, Reba E. Brown, to Jeffery G. Brown, filed for record on

May 12, 1986, and recorded in Volume 1882, Page 499, of the Real Property Records of Denton County, Texas. Said 0.344 acre tract of land is commonly known as DCAD Property ID 121712.

A called 0.688 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated May 9, 1986, from Jimmie D. Brown and wife, Reba E. Brown, to John C. Brown and wife, Shelia M. Brown, filed for record on May 12, 1986, and recorded in Volume 1882, Page 503, of the Real Property Records of Denton County, Texas. Said 0.688 acre tract of land is commonly known as DCAD Property ID 131805.

Leaving a called 0.69 acre tract of land that is commonly known as DCAD Property ID 37221.

Being a 0.344 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed dated January 27, 1998, from John C. Brown and wife, Shelia M. Brown, to Jeffery G. Brown and wife, Gina C. Brown, filed for record on March 23, 1998, and recorded in Volume 4055, Page 284, of the Real Property Records of Denton County, Texas. Said 0.344 acre tract of land is commonly known as DCAD Property ID 121712.

RECITALS

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Tex. Loc. Gov't Code, in order to address the desires of Owner and the procedures of the City; and

WHEREAS, pursuant to Ch. 43 of the Tex. Loc. Gov't Code, the City had previously given notice of its intent to institute annexation proceedings in 2010, 2015, and again in 2016 for an "Annexation Area" that includes the above-described Property which was and is subject to the provisions of Sec. 43.016 of Tex. Loc. Gov't Code; and

WHEREAS, in accordance with State law, the City offered, and Owners accepted, a non-annexation development agreement ("NAA"), as then contemplated by former Section 43.035 (as previously codified) and current Section 212.172 of Tex. Loc. Gov't Code, in lieu of the City's annexation in 2010, as well as extensions of said NAA in lieu of the City's annexation in 2015 and 2016 (collectively, "Extended NAAs"), of the Property in the Annexation Area not otherwise excluded by operation of State law; and

WHEREAS, Sec. 43.016 of the Tex. Loc. Gov't Code authorizes a property owner and a municipality to enter into an agreement pursuant to Sec. 212.172 of the Tex. Loc. Gov't Code for purposes of retaining land in the municipality's extraterritorial jurisdiction (ETJ) in exchange for the property owner's covenant not to develop the property and to authorize the municipality to apply regulations and development authority not inconsistent with agricultural use; and

WHEREAS, the Denton County Appraisal District records show that the Property currently is appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or timber land pursuant to Ch. 23 of the Tex. Tax Code, Subchapters C, D, or E; and

WHEREAS, based upon Owners' representations and City's investigation, it appears that the Property still meets the eligibility criteria of Sec. 43.016 of Tex. Loc. Gov't Code, and the Ch. 23 of Tex. Tax Code; and

WHEREAS, the most recent Extended NAA executed by the City and Owners expired on August 1, 2020; and

WHEREAS, the City desires to allow the Property to remain in the City's ETJ for the term of this 2024 non-annexation agreement (hereinafter, the "2024 NAA" or "Agreement"), which amends and extends the term of the NAA and Extended NAA previously executed by the Parties for all purposes, until such time as stated herein; and

WHEREAS, Owners hereby accept this offer and agree to the terms of this 2024 NAA, as set forth herein, and Owners represent that it is their intention not to develop the Property during the term of this Agreement; and

WHEREAS, upon expiration of the 2024 NAA, Owners shall be deemed to have filed a petition for voluntary annexation, pursuant to Subch. C-3 of Ch. 43 of the Tex. Loc. Gov't Code, incorporating the agreed terms and schedule of the Written Agreement for Services, attached hereto as Exhibit "A"; and

WHEREAS, Owners and the City acknowledge that this Agreement between them is binding upon the City and the Owners and their respective successors and assigns for the term of the Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Denton County, Texas; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Continuation of ETJ Status. The City guarantees the continuation of the extraterritorial status of the Property and agrees not to annex the Property for the term of this Agreement, as hereinafter defined, and any subsequent renewals as may be agreed upon by the Parties, subject, however, to the provisions of this Agreement.

Section 2. Development Plan. The Owners covenant and agree that use of the Property for the term of this Agreement, as hereinafter defined, and any extensions agreed to by the Parties shall be limited to farm-related and ranch-related uses and customary accessory uses, and single-family detached farm or ranch dwellings, provided that no single-family dwelling may be located or constructed on a lot smaller than five (5) acres unless the lot was created prior to the date of this Agreement. The property owner may apply to the City for division of the land subject to this Agreement into parcels, each of which is at least five (5) acres in size, for the purposes set forth in this section without being in violation of this Agreement. Such uses and activities constitute the

development plan for the Property (the “Development Plan”) in satisfaction of Sec. 212.172(b) of the Tex. Loc. Gov’t Code.

Section 3. Governing Regulations. The City regulations, including but not limited to the following, shall apply to any development of the Property, as such regulations may hereafter be amended from time to time during the term of this Agreement, as hereinafter defined, provided that the application of such regulations does not result in interference with the use of the land for agricultural, wildlife management or forestry purposes and does not prevent the continuation of a use established prior to the effective date of this Agreement and which remains lawful at the time the Agreement is executed:

- (1) Zoning standards contained in the Denton Development Code, as amended pursuant to the Denton Plan 2040, as amended, including but not limited to the Residential Rural (RR) Zoning District regulations, and standards incorporated therein;
- (2) The subdivision and development regulations contained within the Denton Development Code, as amended, together with applicable Design Criteria Manuals, Denton Mobility Plan, and other approved Master Plans of the City of Denton, Texas, as amended and the most recent North Central Texas Council of Governments Standard Specifications for Public Works Construction, as amended or replaced;
- (3) Denton building codes, as adopted by the City and currently contained within Chapters 17, 28, and 29 of the Denton Code of Ordinances and Subchapter 7 in the Denton Development Code, as amended, along with local amendments, as amended, and more particularly set forth as follows:
 - a. International Building Code, 2021 Edition with local amendments;
 - b. International Residential Code, 2021 Edition with Appendix G and local amendments;
 - c. The International Fire Code, 2021 Edition with local amendments;
 - d. International Plumbing Code, 2021 Edition with local amendments;
 - e. International Fuel Gas Code, 2021 Edition with local amendments;
 - f. International Mechanical Code, 2021 Edition with local amendments;
 - g. Code of Ordinances of Chapter 17, Property Maintenance Code, as amended;
 - h. International Energy Conservation Code, 2021 Edition with regional amendments;
 - i. National Electric Code, 2020 Edition with local amendments;
 - j. National Electric Safety Code, 2021 Edition, with regional amendments;
 - k. Minimum housing and building standards, Code of Ordinances, Sections 17-141 – 196, as amended and as applicable; and
 - l. Irrigation Systems, Code of Ordinances, Sections 28-441 – 457;
- (4) Sign regulations, as contained within Subchapter 33 of the Code of Ordinances, as amended;
- (5) Applicable water and wastewater connection, construction and on-site operation requirements, contained within Chapter 26 of the Denton Code of Ordinances, as

amended, and Subchapters 7 and 8 of the Denton Development Code, as amended, the Denton Water and Wastewater Criteria Manual, as amended, and as supplemented by the Texas Water Code, as amended, Texas Natural Resources Code, as amended, Texas Utilities Code, as amended, and applicable administrative standards of the Texas Commission on Environmental Quality, as amended;

- (6) Applicable Flood Protection, Drainage and related standards, as contained within Chapter 30 of the Denton Code, as amended, subchapters 7 and 8 of the Denton Development Code, as amended, the Denton Stormwater Criteria Manual, as amended, and as supplemented by requirements of the Texas Water Code, as amended, Texas Natural Resources Code, as amended, applicable administrative standards of the Texas Commission on Environmental Quality, as amended, and applicable administrative standards of the Federal Emergency Management Administration, as amended; and
- (7) Gas Well platting, drilling and production standards, as contained within Subchapters 2 and 6 of the Denton Development Code, as amended and as applicable, and as supplemented by requirements of the Texas Utilities Code, the Texas Natural Resources Code, the Texas Water Code, and applicable administrative standards of the Texas Railroad Commission and Texas Commission on Environmental Quality, as amended; and
- (8) The City states and specifically reserves its authority pursuant to Chapter 251 of the Tex. Loc. Gov't Code to exercise eminent domain on the Property.

Section 4. Development Plan to Remain in Effect. Following expiration or termination of this Agreement for any reason, the Development Plan set forth in Section 2 shall remain in effect for a period of 180 calendar days thereafter, or until the effective date of the annexation and permanent zoning of the Property, whichever first occurs. The Parties covenant and agree that the City may deny any development application or plan of development that is submitted to the City for the Property during such period if such application or plan is inconsistent with the Development Plan. The Owners expressly waive any vested rights that might arise under Sec. 43.002(a)(2) and Chapter 245 of the Tex. Loc. Gov't Code, local or state law, or by common law, from the submittal of such inconsistent development application. The Owners further agree that no use commenced or completed on the Property that is inconsistent with the Development Plan shall be considered established or in existence prior to the expiration of the 180-day period during which the Development Plan is in effect.

Section 5. Agreement Deemed Void in Part; Petition for Voluntary Annexation; Service Plan.

(A) If an Owner files any application or plan of development for or otherwise commences development of any portion of the Property inconsistent with the Development Plan provided in Section 2, then Sections 1 and 3 of this Agreement shall become null and void and remedy provisions of Section 5(B) of this Agreement will apply.

(B) UPON EXPIRATION, OR UPON BREACH OR TERMINATION OF THIS AGREEMENT FOR ANY REASON, OR AT ANY POINT THEREAFTER, THEN IN

ADDITION TO THE CITY'S OTHER REMEDIES, SUCH ACT WILL CONSTITUTE A PETITION FOR VOLUNTARY ANNEXATION BY THE OWNER, PURSUANT TO SUBCH. C-3 OF CH. 43 OF THE TEX. LOC. GOV'T CODE AND THE PROPERTY WILL BE SUBJECT TO ANNEXATION AT THE DISCRETION OF THE CITY COUNCIL. OWNER AGREES THAT SUCH ANNEXATION IS VOLUNTARILY MADE AND HEREBY CONSENTS TO ANNEXATION PURSUANT TO SEC. 212.172(B)(7) OF THE TEX. LOC. GOV'T. CODE. OWNER HEREBY AGREES TO THE CITY'S LIST AND SCHEDULE OF MUNICIPAL SERVICES SET FORTH IN EXHIBIT "A" BY SIGNING THIS AGREEMENT AND OWNER AGREES THAT THE 2024 NAA SERVES AS THE WRITTEN AGREEMENT REGARDING SERVICES, PURSUANT TO SEC. 43.0672 OF THE TEX. LOC. GOV'T CODE. IN THE EVENT THAT THE WRITTEN AGREEMENT REGARDING SERVICES ARE NO LONGER REQUIRED BY CH. 43 ON THE DATE OF ANNEXATION, THEN THE MUNICIPAL SERVICES TO BE PROVIDED TO THE PROPERTY WILL BE IN ACCORDANCE WITH EXISTING CITY POLICY ON THE DATE OF ANNEXATION, AND AS AMENDED THEREAFTER. No subsequent change in the law regarding annexation shall affect the enforceability of this written Agreement or of the City's ability to annex the Property, pursuant to the terms of this Agreement. This section shall survive any termination of this Agreement.

Section 6. Notice of Sale or Exemption Status Change. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give 30 days' written notice of this Agreement to the prospective purchaser or grantee. A copy of the notice shall be provided to the City 30 days prior to such sale or conveyance, and notice of the change in the exemption status of the Property shall be provided to the City within 14 days of any change at the following address:

City of Denton, Texas
ATTN: City Manager
215 E. McKinney St.
Denton, TX 76201

Section 7. Recording. This Agreement is to run with the Property and be recorded in the real property records, Denton County, Texas.

Section 8. Severability. Invalidation of any provision of this Agreement by judgment, court order, legislation, or otherwise shall not invalidate any of the remaining provisions which shall remain in full force and effect.

Section 9. Remedies. This Agreement may be enforced by either Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Entry into this Agreement by Owner waives no rights as to matters not addressed in this Agreement.

Section 10. Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue. Venue for this Agreement shall be in Denton County, Texas.

Section 12. Execution in Multiple Copies. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. Effective Date; Term and Extension. The Effective Date of the Agreement shall be the date the Agreement is executed by the City. This Agreement shall terminate on August 1, 2040 ("Term"). The Term may be extended upon mutual agreement of the Parties. Owners and the City agree that this Agreement is binding upon both the City and Owners, and Owners' heirs, successors, and assigns for the term of the Agreement. Owners, and all of Owner's heirs, successors, and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. Owner agrees that such annexation shall be voluntary and consents to the annexation pursuant to Sec. 212.172(b)(7) of Tex. Loc. Gov't Code and Ch. 43, Subch. C-3 of the Tex. Loc. Gov't Code.

Section 14. Survival of Covenants. The covenants in Sections 2, 4, and 5 shall survive termination of this Agreement, together with any other provisions, as may be necessary for the implementation of those sections.

Section 15. **OWNERS REPRESENT AND ACKNOWLEDGE THAT EACH AND EVERY OWNER OF THE PROPERTY HAS SIGNED THIS AGREEMENT, AND OWNERS COVENANT AND AGREE, JOINTLY AND SEVERALLY, TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL LEGAL CLAIMS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THE AGREEMENT, ARISING IN ANY WAY FROM THE CITY'S RELIANCE ON THIS AGREEMENT.**

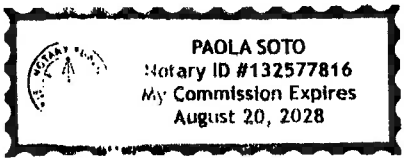
Entered into this 16 day of March, 2020.

OWNERS

Victor López

THE STATE OF TEXAS } Victor Lopez
COUNTY OF DENTON }

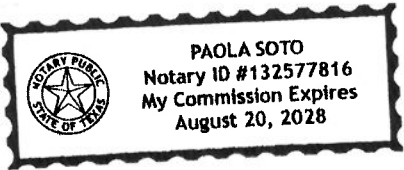
This instrument was acknowledged before me on the 16 day of March,
2026, by Paola Soto.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS } Victor Lopez
COUNTY OF DENTON }

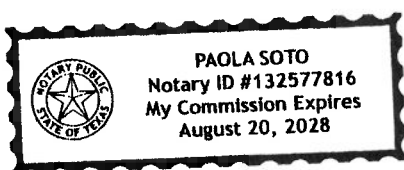
This instrument was acknowledged before me on the 16 day of March,
2026, by Paola Soto.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS } Victor Lopez
COUNTY OF DENTON }

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2026, by Paola Soto.

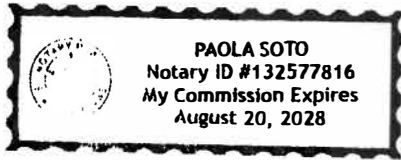


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS } Victor Lopez

COUNTY OF DENTON }

This instrument was acknowledged before me on the 16 day of March, 2026 by Paola Soto.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS } Victor Lopez

COUNTY OF DENTON }

This instrument was acknowledged before me on the 16 day of _____, 20____, by _____, City Manager/Deputy City Manager/Assistant City Manager, on behalf of the City of Denton, Texas.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: [Signature: Healy McMahon]

After recording return to:
City of Denton
Attn.: City Secretary
215 E. McKinney St.
Denton, TX 76201



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services

ICM: Cassey Ogden

DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance providing for acceptance of additional eligible 212.172 non-annexation agreement(s) for properties that do not have an agricultural, wildlife management or timberland ad valorem tax exemption within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as DH-12, consisting of approximately 2.00 acres of land, approximately located 300.77 feet north of Mills Road, approximately 1,453 feet west of South Trinity Road; providing for severability; and providing an effective date. (26-0439, Victor and Leticia Lopez)

BACKGROUND

State law requires the City to offer owners of property the City wishes to annex a Non-Annexation Agreements (NAA) if the property is appraised for tax purposes as having agricultural, wildlife management, or timber use. The City also offered NAAs to properties used only for a single-family residence.

The major requirements included in the NAA's are:

- The property may only be used for single-family residential, agricultural, wildlife, timber, or related uses.
- City of Denton regulations apply to any proposed development.
- Development applications and building permits must be submitted and approved through the City of Denton.
- Land may be divided into smaller parcels through platting with the City but the smallest parcel cannot be less than 5 acres.
- Notification must be provided to the City if the property is sold.
- For properties with an agriculture, wildlife management, or timberland exemption, they are required to provide notice to the City of a change in exemption.

If the property owner does not abide by these requirements, **or if the NAA expires**, the City may proceed with annexation of the property

These initial NAAs were offered in the period between 2010 and 2016 as the City was going through a process of annexing portions of the City's extra-territorial jurisdiction (ETJ). The City of Denton was originally party to approximately 173 NAA's with property owners of land in the ETJ of the City. These NAA's had an original expiration date of August 2020, but Council ultimately directed staff to offer extensions of the NAA to August 2040. Expired NAA's were last brought to City Council for direction on October 20, 2020, and direction at that point was to continue to work with property owners who had

expired NAA's. Following that direction, staff continued to work with property owners and additional NAA's were brought forward to City Council in May 2021.

While a majority of property owners worked with the City to extend their agreements, there were a limited number who never signed new agreements. At that point, there were 11 total expired NAAs representing 15 individual parcels (down from 18 total expired NAA's representing 24 individual parcels).

Staff notified City Council in a Legal Status Report on April 19, 2024, of an effort to reengage the property owners with expired NAA's. Letters to private property owners were mailed in May with follow-up letters in June prior to the response deadline of June 21, 2024.

Of the 18 property owners, 8 signed updated NAA's and were on the agenda for City Council approval for November 19, 2024.

This property (property IDs 37223) is in the DH-12 non-annexation area and owned by Victor Lopez.

Staff began the annexation process with the approval of the MSA and first reading of the annexation ordinance at the February 17, 2026, City Council meeting. After the first reading of the annexation ordinance, staff sent a certified letter to the property owner as the final notice of the opportunity to sign the new NAA agreeing to the extension of the NAA for the Property until August 1, 2040. The property has signed the new NAA.

RECOMMENDATION

Staff recommends approval of the ordinance for the signed NAA to extend the agreement to 2040.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

| | | | |
|-------------------|--------------|--|---|
| December 18, 2012 | City Council | Non-Annexation Agreement | Approved |
| February 17, 2026 | City Council | Municipal Services Agreement Ordinance | Approved |
| February 17, 2026 | City Council | Public Hearing | Public hearing held; no further action occurred |
| February 17, 2026 | City Council | First Reading of the Annexation Ordinance | First Reading held; no further action occurred |
| March 24, 2026 | City Council | Second Reading of the Annexation Ordinance | Annexation Denied due to obtaining signed NAA from property owner |

EXHIBITS

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

Respectfully submitted:
Hayley Zagurski, AICP

Planning Director

Prepared by:

Angie Manglaris, AICP

Assistant Planning Director

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ACCEPTANCE OF ELIGIBLE 212.172 NON-ANNEXATION AGREEMENT(S) FOR PROPERTIES THAT DO NOT HAVE AN AGRICULTURAL, WILDLIFE MANAGEMENT OR TIMBERLAND AD VALOREM TAX EXEMPTION WITHIN AN AREA OF LAND ADJACENT TO AND ABUTTING THE EXISTING CITY LIMITS OF THE CITY OF DENTON, TEXAS, GENERALLY IDENTIFIED AS DH-12, CONSISTING OF APPROXIMATELY 2.00 ACRES OF LAND, APPROXIMATELY LOCATED 300.77 FEET NORTH OF MILLS ROAD, APPROXIMATELY 1,453 FEET WEST OF SOUTH TRINITY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 43.061, Subchapter C-1, Local Government Code, a home rule city is authorized to annex certain areas that are not required to be in an annexation plan, and the City desires to pursue annexation of DH-12, as hereinafter described; and

WHEREAS, pursuant to Chapter 43 of the Tex. Loc. Gov't Code, the City had previously given notice of its intent to institute annexation proceedings in 2010, 2015, and again in 2016 for property located in DH-12, which was and is subject to the provisions of Sec. 43.016 of Tex. Loc. Gov't Code; and

WHEREAS, in accordance with State law, the City offered all eligible property owners within DH-12 non-annexation development agreements, as then contemplated by former Section 43.035 (as previously codified) and current Section 212.172 of Tex. Loc. Gov't Code, in lieu of the City's annexation in 2010, as well as extensions of said agreements in lieu of the City's annexation in 2015 and 2016; and

WHEREAS, under a non-annexation development agreement between an eligible property owner and the City, the land subject to the agreement retains its extraterritorial status and the owners of such land must abide by the City's development regulations as if such land were within the City limits, as provided further in such agreement; and

WHEREAS, the City Council has offered to extend the term of the non-annexation development agreement until December 31, 2040, to all eligible property owners within DH-12; and

WHEREAS, the Denton County Appraisal District records show that some properties that formerly entered non-annexation development agreements with the City are not currently appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or timber land pursuant to Ch. 23 of the Tex. Tax Code, Subchapters C, D, or E and thus not eligible to receive a Ch. 43 non-annexation development agreement; and

WHEREAS, despite no longer having a valid agricultural, wildlife management or timber land ad valorem tax exemption, the City desires to allow the properties that formerly had a non-annexation development agreement with the City to remain in the City's extraterritorial jurisdiction in accordance to the similar terms and conditions that are contained in a Ch. 43 non-annexation development agreement; and

WHEREAS, Sec. 212.172 of the Tex. Loc. Gov't Code authorizes a property owner and a municipality to enter into an agreement for purposes of retaining land in the extraterritorial jurisdiction in exchange for the property owner's covenant not to develop the property and to authorize the municipality to apply its regulations and development authority not inconsistent with agricultural use; and

WHEREAS, for all intents and purposes, 212.172 non-annexation development agreements very similar to a Ch. 43 non-annexation development agreement, except that a 212.172 non-annexation development agreement does not require the Property to possess a valid agricultural, wildlife management or timber land ad valorem tax exemption; and

WHEREAS, the City continues to desire to allow such properties to remain in the City's extraterritorial jurisdiction until December 31, 2040, through a 212.172 non-annexation development agreement, which agreement amends and extends the term of the prior Ch. 43 non-annexation development agreements previously executed by the parties; and

WHEREAS, upon expiration of the 212.172 non-annexation development agreement, the owners shall be deemed to have filed a petition for voluntary annexation, pursuant to Subch. C-3 of Ch. 43 of the Tex. Loc. Gov't Code; and

WHEREAS, the City Council deems it to be in the best interests of the citizens of the City of Denton to enter into such 212.172 non-annexation development agreement with eligible property owners who timely submitted 212.172 non-annexation development agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The area of land which abuts and is adjacent to the existing corporate limits of the City of Denton, Texas, and part of that parcel identified as DH-12, known as 5811 Mills Road, is described in Exhibit "A", attached hereto and incorporated herein, and depicted in Exhibit "B," attached hereto and incorporated herein (except that if there is conflict between the Exhibits, "A" shall control).

SECTION 3. Certain 212.172 non-annexation development agreement relating to eligible properties within that parcel identified as DH-12, which have been properly executed by the owners of those properties, are hereby approved by the City of Denton and are attached hereto and incorporated herein by reference as Exhibit "C".

SECTION 4. City Manager is authorized and directed to sign the non-annexation agreements contained within Exhibit "C" for and on behalf of the City of Denton as a ministerial act, but with an effective date of this Council's action on same. The City Manager shall further arrange forthwith for the recordation of non-annexation agreements in the real property records of Denton County, Texas.

SECTION 5. Should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. This Ordinance shall take effect immediately on its passage and approval.

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: | _____ | _____ | _____ | _____ |
| Suzi Rumohr, District 3: | _____ | _____ | _____ | _____ |
| Joe Holland, District 4: | _____ | _____ | _____ | _____ |
| Brandon McGee, At Large Place 5: | _____ | _____ | _____ | _____ |
| Jill Jester, At Large Place 6: | _____ | _____ | _____ | _____ |

PASSED AND APPROVED this the _____ day of _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____

EXHIBIT A
LEGAL DESCRIPTION

Being a 2.0 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed with Vendor's Lien dated December 4, 1971, from B.B. Mills, et al, to Jimmie D. Brown and wife, Reba Brown, filed for record on December 9, 1971, and recorded in Volume 634, Page 579, of the Real Property Records of Denton County, Texas. Said 2.0 acre tract of land is commonly known as DCAD Property ID 37223.

EXHIBIT B
LOCATION MAP

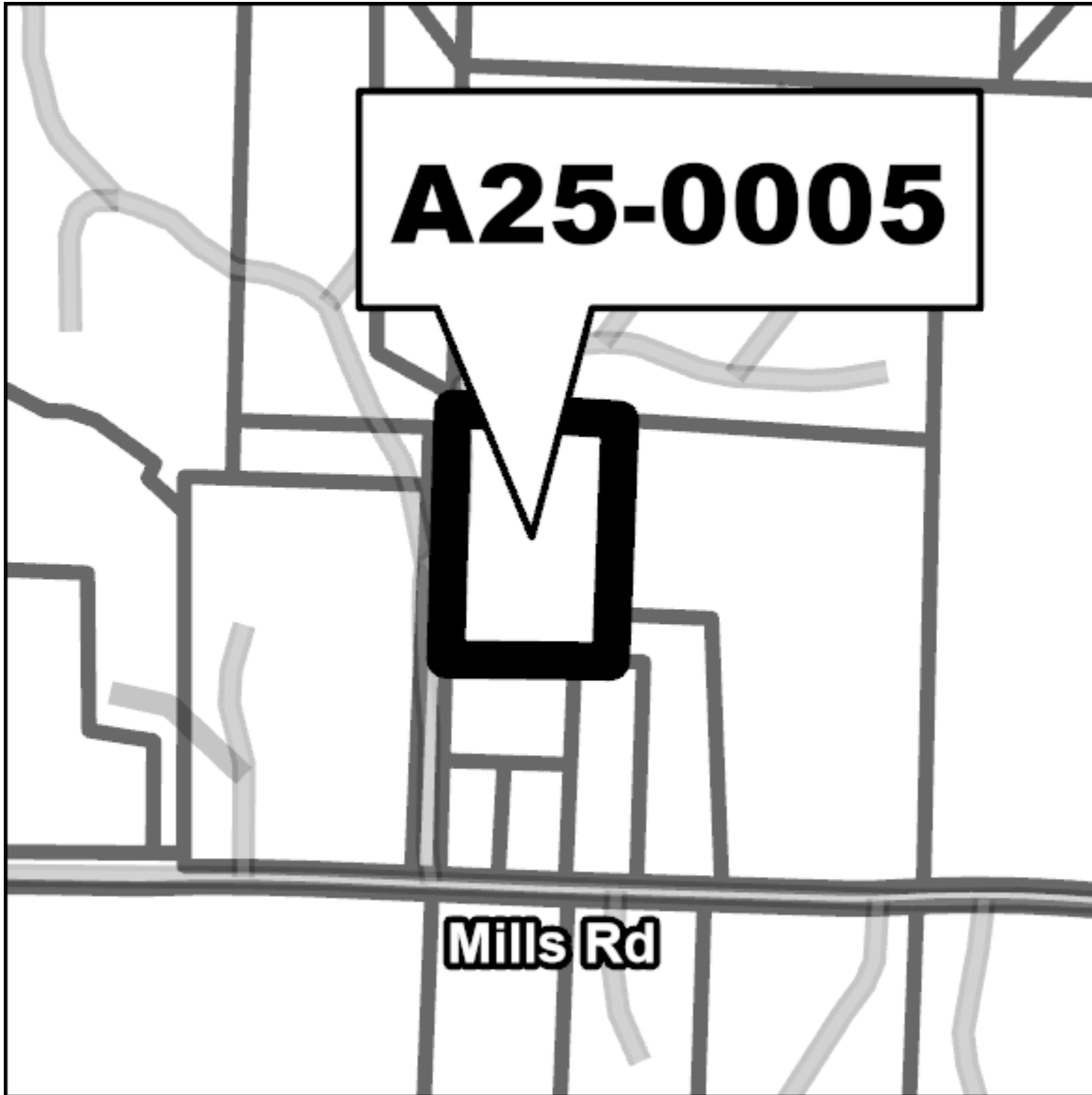


Exhibit C
Non-Annexation Agreement

**CHAPTERS 43 AND 212 TEXAS LOCAL GOVERNMENT CODE
2024 NON-ANNEXATION AGREEMENT**

This AGREEMENT, entered into on the Effective Date, is by and between the CITY OF DENTON, TEXAS (the “City”) and LOPEZ, VICTOR SR & LETICIA (“Owners”), the property owners of the hereinafter described property (the “Property”) in Denton County, Texas:

Being a 2.0 acre tract of land, more or less, situated in the Moreau Forrest Survey, Abstract No. 417, Denton County, Texas, and being more fully described in that Warranty Deed with Vendor’s Lien dated December 4, 1971, from B.B. Mills, et al, to Jimmie D. Brown and wife, Reba Brown, filed for record on December 9, 1971, and recorded in Volume 634, Page 579, of the Real Property Records of Denton County, Texas. Said 2.0 acre tract of land is commonly known as DCAD Property ID 37223.

RECITALS

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Tex. Loc. Gov’t Code, in order to address the desires of Owner and the procedures of the City; and

WHEREAS, pursuant to Ch. 43 of the Tex. Loc. Gov’t Code, the City had previously given notice of its intent to institute annexation proceedings in 2010, 2015, and again in 2016 for an “Annexation Area” that includes the above-described Property which was and is subject to the provisions of Sec. 43.016 of Tex. Loc. Gov’t Code; and

WHEREAS, in accordance with State law, the City offered, and Owners accepted, a non-annexation development agreement (“NAA”), as then contemplated by former Section 43.035 (as previously codified) and current Section 212.172 of Tex. Loc. Gov’t Code, in lieu of the City’s annexation in 2010, as well as extensions of said NAA in lieu of the City’s annexation in 2015 and 2016 (collectively, “Extended NAAs”), of the Property in the Annexation Area not otherwise excluded by operation of State law; and

WHEREAS, Sec. 43.016 of the Tex. Loc. Gov’t Code authorizes a property owner and a municipality to enter into an agreement pursuant to Sec. 212.172 of the Tex. Loc. Gov’t Code for purposes of retaining land in the municipality’s extraterritorial jurisdiction (ETJ) in exchange for the property owner’s covenant not to develop the property and to authorize the municipality to apply regulations and development authority not inconsistent with agricultural use; and

WHEREAS, the Denton County Appraisal District records show that the Property currently is appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or timber land pursuant to Ch. 23 of the Tex. Tax Code, Subchapters C, D, or E; and

WHEREAS, based upon Owners’ representations and City’s investigation, it appears that the Property still meets the eligibility criteria of Sec. 43.016 of Tex. Loc. Gov’t Code, and the Ch. 23 of Tex. Tax Code; and

WHEREAS, the most recent Extended NAA executed by the City and Owners expired on August 1, 2020; and

WHEREAS, the City desires to allow the Property to remain in the City's ETJ for the term of this 2024 non-annexation agreement (hereinafter, the "2024 NAA" or "Agreement"), which amends and extends the term of the NAA and Extended NAA previously executed by the Parties for all purposes, until such time as stated herein; and

WHEREAS, Owners hereby accept this offer and agree to the terms of this 2024 NAA, as set forth herein, and Owners represent that it is their intention not to develop the Property during the term of this Agreement; and

WHEREAS, upon expiration of the 2024 NAA, Owners shall be deemed to have filed a petition for voluntary annexation, pursuant to Subch. C-3 of Ch. 43 of the Tex. Loc. Gov't Code, incorporating the agreed terms and schedule of the Written Agreement for Services, attached hereto as Exhibit "A"; and

WHEREAS, Owners and the City acknowledge that this Agreement between them is binding upon the City and the Owners and their respective successors and assigns for the term of the Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Denton County, Texas; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Continuation of ETJ Status. The City guarantees the continuation of the extraterritorial status of the Property and agrees not to annex the Property for the term of this Agreement, as hereinafter defined, and any subsequent renewals as may be agreed upon by the Parties, subject, however, to the provisions of this Agreement.

Section 2. Development Plan. The Owners covenant and agree that use of the Property for the term of this Agreement, as hereinafter defined, and any extensions agreed to by the Parties shall be limited to farm-related and ranch-related uses and customary accessory uses, and single-family detached farm or ranch dwellings, provided that no single-family dwelling may be located or constructed on a lot smaller than five (5) acres unless the lot was created prior to the date of this Agreement. The property owner may apply to the City for division of the land subject to this Agreement into parcels, each of which is at least five (5) acres in size, for the purposes set forth in this section without being in violation of this Agreement. Such uses and activities constitute the development plan for the Property (the "Development Plan") in satisfaction of Sec. 212.172(b) of the Tex. Loc. Gov't Code.

Section 3. Governing Regulations. The City regulations, including but not limited to the following, shall apply to any development of the Property, as such regulations may hereafter be amended from time to time during the term of this Agreement, as hereinafter defined, provided that the application of such regulations does not result in interference with the use of the land for agricultural, wildlife management or forestry purposes and does not prevent the continuation of a

use established prior to the effective date of this Agreement and which remains lawful at the time the Agreement is executed:

- (1) Zoning standards contained in the Denton Development Code, as amended pursuant to the Denton Plan 2040, as amended, including but not limited to the Residential Rural (RR) Zoning District regulations, and standards incorporated therein;
- (2) The subdivision and development regulations contained within the Denton Development Code, as amended, together with applicable Design Criteria Manuals, Denton Mobility Plan, and other approved Master Plans of the City of Denton, Texas, as amended and the most recent North Central Texas Council of Governments Standard Specifications for Public Works Construction, as amended or replaced;
- (3) Denton building codes, as adopted by the City and currently contained within Chapters 17, 28, and 29 of the Denton Code of Ordinances and Subchapter 7 in the Denton Development Code, as amended, along with local amendments, as amended, and more particularly set forth as follows:
 - a. International Building Code, 2021 Edition with local amendments;
 - b. International Residential Code, 2021 Edition with Appendix G and local amendments;
 - c. The International Fire Code, 2021 Edition with local amendments;
 - d. International Plumbing Code, 2021 Edition with local amendments;
 - e. International Fuel Gas Code, 2021 Edition with local amendments;
 - f. International Mechanical Code, 2021 Edition with local amendments;
 - g. Code of Ordinances of Chapter 17, Property Maintenance Code, as amended;
 - h. International Energy Conservation Code, 2021 Edition with regional amendments;
 - i. National Electric Code, 2020 Edition with local amendments;
 - j. National Electric Safety Code, 2021 Edition, with regional amendments;
 - k. Minimum housing and building standards, Code of Ordinances, Sections 17-141 – 196, as amended and as applicable; and
 - l. Irrigation Systems, Code of Ordinances, Sections 28-441 – 457;
- (4) Sign regulations, as contained within Subchapter 33 of the Code of Ordinances, as amended;
- (5) Applicable water and wastewater connection, construction and on-site operation requirements, contained within Chapter 26 of the Denton Code of Ordinances, as amended, and Subchapters 7 and 8 of the Denton Development Code, as amended, the Denton Water and Wastewater Criteria Manual, as amended, and as supplemented by the Texas Water Code, as amended, Texas Natural Resources Code, as amended, Texas Utilities Code, as amended, and applicable administrative standards of the Texas Commission on Environmental Quality, as amended;
- (6) Applicable Flood Protection, Drainage and related standards, as contained within Chapter 30 of the Denton Code, as amended, subchapters 7 and 8 of the Denton

Development Code, as amended, the Denton Stormwater Criteria Manual, as amended, and as supplemented by requirements of the Texas Water Code, as amended, Texas Natural Resources Code, as amended, applicable administrative standards of the Texas Commission on Environmental Quality, as amended, and applicable administrative standards of the Federal Emergency Management Administration, as amended; and

- (7) Gas Well platting, drilling and production standards, as contained within Subchapters 2 and 6 of the Denton Development Code, as amended and as applicable, and as supplemented by requirements of the Texas Utilities Code, the Texas Natural Resources Code, the Texas Water Code, and applicable administrative standards of the Texas Railroad Commission and Texas Commission on Environmental Quality, as amended; and
- (8) The City states and specifically reserves its authority pursuant to Chapter 251 of the Tex. Loc. Gov't Code to exercise eminent domain on the Property.

Section 4. Development Plan to Remain in Effect. Following expiration or termination of this Agreement for any reason, the Development Plan set forth in Section 2 shall remain in effect for a period of 180 calendar days thereafter, or until the effective date of the annexation and permanent zoning of the Property, whichever first occurs. The Parties covenant and agree that the City may deny any development application or plan of development that is submitted to the City for the Property during such period if such application or plan is inconsistent with the Development Plan. The Owners expressly waive any vested rights that might arise under Sec. 43.002(a)(2) and Chapter 245 of the Tex. Loc. Gov't Code, local or state law, or by common law, from the submittal of such inconsistent development application. The Owners further agree that no use commenced or completed on the Property that is inconsistent with the Development Plan shall be considered established or in existence prior to the expiration of the 180-day period during which the Development Plan is in effect.

Section 5. Agreement Deemed Void in Part; Petition for Voluntary Annexation; Service Plan.

(A) If an Owner files any application or plan of development for or otherwise commences development of any portion of the Property inconsistent with the Development Plan provided in Section 2, then Sections 1 and 3 of this Agreement shall become null and void and remedy provisions of Section 5(B) of this Agreement will apply.

(B) UPON EXPIRATION, OR UPON BREACH OR TERMINATION OF THIS AGREEMENT FOR ANY REASON, OR AT ANY POINT THEREAFTER, THEN IN ADDITION TO THE CITY'S OTHER REMEDIES, SUCH ACT WILL CONSTITUTE A PETITION FOR VOLUNTARY ANNEXATION BY THE OWNER, PURSUANT TO SUBCH. C-3 OF CH. 43 OF THE TEX. LOC. GOV'T CODE AND THE PROPERTY WILL BE SUBJECT TO ANNEXATION AT THE DISCRETION OF THE CITY COUNCIL. OWNER AGREES THAT SUCH ANNEXATION IS VOLUNTARILY MADE AND HEREBY CONSENTS TO ANNEXATION PURSUANT TO SEC. 212.172(B)(7) OF THE TEX. LOC. GOV'T. CODE. OWNER HEREBY AGREES TO THE CITY'S LIST AND SCHEDULE OF MUNICIPAL SERVICES SET FORTH IN EXHIBIT "A" BY SIGNING THIS AGREEMENT AND OWNER

AGREES THAT THE 2024 NAA SERVES AS THE WRITTEN AGREEMENT REGARDING SERVICES, PURSUANT TO SEC. 43.0672 OF THE TEX. LOC. GOV'T CODE. IN THE EVENT THAT THE WRITTEN AGREEMENT REGARDING SERVICES ARE NO LONGER REQUIRED BY CH. 43 ON THE DATE OF ANNEXATION, THEN THE MUNICIPAL SERVICES TO BE PROVIDED TO THE PROPERTY WILL BE IN ACCORDANCE WITH EXISTING CITY POLICY ON THE DATE OF ANNEXATION, AND AS AMENDED THEREAFTER. No subsequent change in the law regarding annexation shall affect the enforceability of this written Agreement or of the City's ability to annex the Property, pursuant to the terms of this Agreement. This section shall survive any termination of this Agreement.

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Denton, TX 76201

Section 7. Recording. This Agreement is to run with the Property and be recorded in the real property records, Denton County, Texas.

Section 8. Severability. Invalidation of any provision of this Agreement by judgment, court order, legislation, or otherwise shall not invalidate any of the remaining provisions which shall remain in full force and effect.

Section 9. Remedies. This Agreement may be enforced by either Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Entry into this Agreement by Owner waives no rights as to matters not addressed in this Agreement.

Section 10. Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue. Venue for this Agreement shall be in Denton County, Texas.

Section 12. Execution in Multiple Copies. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. Effective Date; Term and Extension. The Effective Date of the Agreement shall be the date the Agreement is executed by the City. This Agreement shall terminate on August 1, 2040 ("Term"). The Term may be extended upon mutual agreement of the Parties. Owners and the City agree that this Agreement is binding upon both the City and Owners, and Owners' heirs,

successors, and assigns for the term of the Agreement. Owners, and all of Owner's heirs, successors, and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. Owner agrees that such annexation shall be voluntary and consents to the annexation pursuant to Sec. 212.172(b)(7) of Tex. Loc. Gov't Code and Ch. 43, Subch. C-3 of the Tex. Loc. Gov't Code.

Section 14. Survival of Covenants. The covenants in Sections 2, 4, and 5 shall survive termination of this Agreement, together with any other provisions, as may be necessary for the implementation of those sections.

Section 15. **OWNERS REPRESENT AND ACKNOWLEDGE THAT EACH AND EVERY OWNER OF THE PROPERTY HAS SIGNED THIS AGREEMENT, AND OWNERS COVENANT AND AGREE, JOINTLY AND SEVERALLY, TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL LEGAL CLAIMS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THE AGREEMENT, ARISING IN ANY WAY FROM THE CITY'S RELIANCE ON THIS AGREEMENT.**

Entered into this 30th day of March, 2026.

OWNERS

Victor Lopez

Leticia Lopez

THE CITY OF DENTON, TEXAS

By: _____

Its: City Manager, Deputy City Manager, or Assistant City Manager

THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on the 30th day of March, 2026, by Victor Lopez.

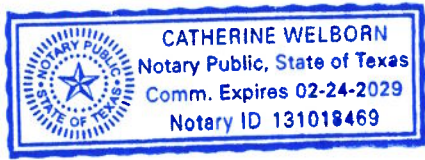


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on the 30th day of March, 2026 by Leticia Lopez.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF DENTON }

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____.

Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF DENTON }



This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, City Manager/Deputy City Manager/Assistant City Manager, on behalf of the City of Denton, Texas.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: Heary McMahon

After recording return to:
City of Denton
Attn.: City Secretary
215 E. McKinney St.
Denton, TX 76201



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Economic Development

ACM: Christine Taylor, Assistant City Manager

DATE: April 7, 2026

SUBJECT

Consider approval of a resolution of the City Council of the City of Denton, approving the 2024/2025 Tax Increment Reinvestment Zone Number Two (Westpark TIRZ) annual report; and declaring an effective date. The TIRZ Number Two Board recommends approval (13 -0).

BACKGROUND

A Tax Increment Reinvestment Zone (TIRZ) is a tool used to fund public improvements, stimulate development or redevelopment, and enhance infrastructure within a defined area. A TIRZ operates by capturing increases in tax revenue from the defined area and using the revenue on projects within the same area. When a TIRZ is created, a base taxable value of the property in the zone is established. In following years, the increment of increased valuation between the base year and the following years goes to the TIRZ fund for use in the development district. Chapter 311 of the Texas Tax Code statute, the section of state law that regulates TIRZ creation and operation, is also known as the Tax Increment Financing Act.

On December 17, 2012, the City Council adopted Ordinance No. 2012-366 designating and describing the boundaries of Tax Increment Reinvestment Zone Number Two (Westpark TIRZ) to provide the public infrastructure necessary to encourage development in the largest industrially zoned area in the City.

By statute, an annual report is required to be submitted to the State Comptroller of Public Accounts, detailing the previous year's TIRZ activities. According to 311.016 of the Texas Tax Code, the report is required to include: the base and appraised value; revenue in the Tax Increment Fund from all participating taxing entities; purpose of expenditures; and any outstanding bonded indebtedness interest due. Staff has drafted a report (attached) for consideration by City Council.

FISCAL INFORMATION

This is the thirteenth year of the Westpark TIRZ. The report period includes October 1, 2024 through September 30, 2025 (FY 2024-25). During FY 2024-25, \$968,652 was collected for the City's portion based on the last supplemental valuation of the calendar year from the Denton Central Appraisal District (DCAD). The City's and County's contribution in the TIRZ fund for FY 2024-25 was \$968,652 and \$310,853, respectively. An additional \$110,772 in interest was earned for the period, bringing the total FY 2024-25 contribution to \$1,390,276. The valuation and contribution into the TIRZ fund is illustrated in the tables that follow. Please note in Table 3, that there is a negative from the revenue from 2025-25 and not from the total TIRZ fund balance. The fund balance is \$436,400 as of September 30, 2025.

Table 1: City Certified and Supplemental TIRZ Two Valuation Summary

| Tax Year | Certified TIRZ Tax Value | Supplemental TIRZ Tax Value* | Incremental Increase (Decrease) | Contribution | Adjusted Incremental Value | Annual TIRZ Ad Valorem Revenue |
|---------------|--------------------------|------------------------------|---------------------------------|--------------|----------------------------|--------------------------------|
| 2013 | 119,458 | 119,458 | N/A | N/A | N/A | N/A |
| 2014 | 566,436 | 555,807 | 436,349 | 40% | 174,540 | 1,204 |
| 2015 | 120,538 | 120,538 | 1,080 | 40% | 432 | 3 |
| 2016 | 2,401,349 | 2,401,349 | 2,281,891 | 40% | 912,756 | 6,237 |
| 2017 | 63,108,366 | 63,108,366 | 62,988,908 | 40% | 25,195,563 | 160,711 |
| 2018 | 68,549,662 | 72,165,650 | 72,046,192 | 40% | 28,818,477 | 178,812 |
| 2019 | 110,654,075 | 119,113,120 | 118,993,662 | 40% | 47,597,465 | 281,041 |
| 2020 | 175,546,028 | 175,546,028 | 175,426,570 | 40% | 70,170,628 | 414,325 |
| 2021 | 226,991,678 | 226,957,789 | 226,838,331 | 40% | 90,735,332 | 513,401 |
| 2022 | 270,388,646 | 270,388,646 | 270,269,188 | 40% | 108,107,675 | 606,140 |
| 2023 | 394,162,688 | 394,162,688 | 394,043,230 | 40% | 157,617,292 | 883,732 |
| 2024 | 413,776,211 | 413,776,211 | 413,656,753 | 40% | 165,462,701 | 968,652 |
| Totals | | | | | | \$4,014,258 |

Table 2: County Certified and Supplemental TIRZ Two Valuation Summary

| Tax Year | Certified Tax Value | Supplemental Tax Value* | Incremental Increase (Decrease) | Contribution | Adjusted Incremental Value | Annual TIRZ Ad Valorem Revenue |
|---------------|---------------------|-------------------------|---------------------------------|--------------|----------------------------|--------------------------------|
| 2013 | 119,458 | 119,458 | N/A | N/A | N/A | N/A |
| 2014 | 566,436 | 241,101 | 121,643 | 40% | 48,657 | 132 |
| 2015 | 120,538 | 120,538 | 1,080 | 40% | 432 | 1 |
| 2016 | 2,401,349 | 2,401,349 | 2,281,891 | 40% | 912,756 | 2,267 |
| 2017 | 63,108,366 | 63,108,366 | 62,988,908 | 40% | 25,195,563 | 59,918 |
| 2018 | 68,549,662 | 72,165,650 | 72,046,192 | 40% | 28,818,477 | 65,007 |
| 2019 | 110,654,075 | 119,113,120 | 118,993,662 | 40% | 47,597,465 | 107,227 |
| 2020 | 175,546,028 | 175,546,028 | 175,426,570 | 40% | 70,170,628 | 157,873 |
| 2021 | 226,991,678 | 226,957,789 | 226,838,331 | 40% | 90,735,332 | 211,491 |
| 2022 | 270,388,646 | 270,388,646 | 270,269,188 | 40% | 108,107,675 | 235,181 |
| 2023 | 394,162,688 | 394,162,688 | 394,043,230 | 40% | 157,617,292 | 298,661 |
| 2024 | 413,776,211 | 413,776,211 | 413,656,753 | 40% | 165,462,701 | 310,853 |
| Totals | | | | | | \$1,448,611 |

Table 3: TIRZ Two Total Certified and Supplement Summary

| Tax Year | Certified Tax Value | Supplemental Tax Value | Incremental Increase (Decrease) | Contribution | Adjusted Incremental Value | Annual TIRZ Ad Valorem Revenue | Interest Income** | Total Expenditures | Total Revenue |
|--|---------------------|------------------------|---------------------------------|--------------|----------------------------|--------------------------------|-------------------|--------------------|----------------|
| 2013 | 119,458 | 119,458 | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 2014 | 566,436 | 555,807 | 436,349 | 40% | 174,540 | 1,336 | 7 | 0 | 1,343 |
| 2015 | 120,538 | 120,538 | 1,080 | 40% | 432 | 4 | 10 | 0 | 14 |
| 2016 | 2,401,349 | 2,401,349 | 2,281,891 | 40% | 912,756 | 8,505 | 81 | 0 | 8,586 |
| 2017 | 63,108,366 | 63,108,366 | 62,988,908 | 40% | 25,195,563 | 220,629 | 2,534 | 0 | 223,163 |
| 2018 | 68,549,662 | 72,165,650 | 72,046,192 | 40% | 28,818,477 | 243,819 | 8,885 | 198,991 | 53,713 |
| 2019 | 110,654,075 | 119,113,120 | 118,993,662 | 40% | 47,597,465 | 388,268 | 7,713 | 195,734 | 200,247 |
| 2020 | 175,546,028 | 175,546,028 | 175,426,570 | 40% | 70,170,628 | 572,199 | 4,995 | 197,336 | 379,858 |
| 2021 | 226,991,678 | 226,957,789 | 226,838,331 | 40% | 90,735,332 | 724,893 | 10,947 | 197,203 | 538,637 |
| 2022 | 270,388,646 | 270,388,646 | 270,269,188 | 40% | 108,107,675 | 841,321 | 62,123 | 862,709 | 40,735 |
| 2023 | 394,162,688 | 394,162,688 | 394,043,230 | 40% | 157,617,292 | 1,182,393 | 127,382 | 210,047 | 1,099,728 |
| 2024 | 413,776,211 | 413,776,211 | 413,656,753 | 40% | 165,462,701 | 1,279,504 | 110,772 | 3,499,900 | -2,109,624 |
| Total City and County Contributions | | | | | | 5,462,871 | 335,449 | 5,361,920 | 436,400 |

Tax Year 2014 - City used Supplement 18 dated 12/23/14 and County uses Supplement 20 dated 1/30/2015.

Tax Year 2016 includes interest earned through 12/31.

Total Fund Balance at 9/30/25 is \$436,400.

PRIOR ACTION REVIEW

March 11, 2026 - The TIRZ Number Two Board recommended City Council approve the 2024/2025 Annual Report for Tax Increment Reinvestment Zone Number Two (13-0).

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Resolution and TIRZ Two 2024-25 Annual Report

Respectfully submitted:
 Erica Sullivan
 Economic Development Program Administrator

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENTON, APPROVING THE 2024/2025 TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (WESTPARK TIRZ) ANNUAL REPORT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Denton recognizes the importance of its role in local economic development initiatives and programs; and

WHEREAS, the City has established Tax Increment Reinvestment Zone Number Two (Westpark TIRZ) and established a Board of Directors for the District to promote development or redevelopment in the Industrial area pursuant to Ordinance No. 2012-366, authorized by the City Council on December 18, 2012, as provided by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended; and

WHEREAS, on February 5, 2013, the City Council adopted Ordinance 2013-033 accepting an Agreement with Denton County to participate in TIRZ Number Two; and

WHEREAS, the Tax Increment Financing Act specifies that the governing body of a city shall submit an annual report on the financial status of the district to the Chief Executive Officer of each taxing unit that levies taxes on real property in a reinvestment zone, and a copy of the report shall be forwarded to the State Comptroller; and

WHEREAS, on March 11, 2026, the Westpark TIRZ Board reviewed and recommended approval of the 2024/2025 Annual Report for Tax Increment Reinvestment Zone Number Two to the City Council; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. That the 2024/2025 Annual Report for Tax Increment Reinvestment Zone Number Two (Westpark TIRZ), City of Denton, Texas, a copy of which is attached here to as Exhibit A, is hereby accepted.

SECTION 2. That the City Manager or their designee is hereby authorized to submit the 2024/2025 Annual Report for Tax Increment Reinvestment Zone Number Two to the Chief Executive Officer of each taxing jurisdiction that levies tax on real property in the District; and to the State Comptroller, as required by state law.

SECTION 3. This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Denton.

The motion to approve this resolution was made by _____ and seconded by _____, the resolution 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 McGee, At Large Place 5: | _____ | _____ | _____ | _____ |
| Jill Jester, At Large Place 6: | _____ | _____ | _____ | _____ |

PASSED AND APPROVED this the _____ day of _____, 2026.

GERARD HUDSPETH, MAYOR

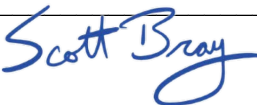
ATTEST:

INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY:  _____
Scott Bray
Deputy City Attorney

**Tax Increment Reinvestment Zone Number Two
(Westpark TIRZ)
2024/2025 Annual Report**



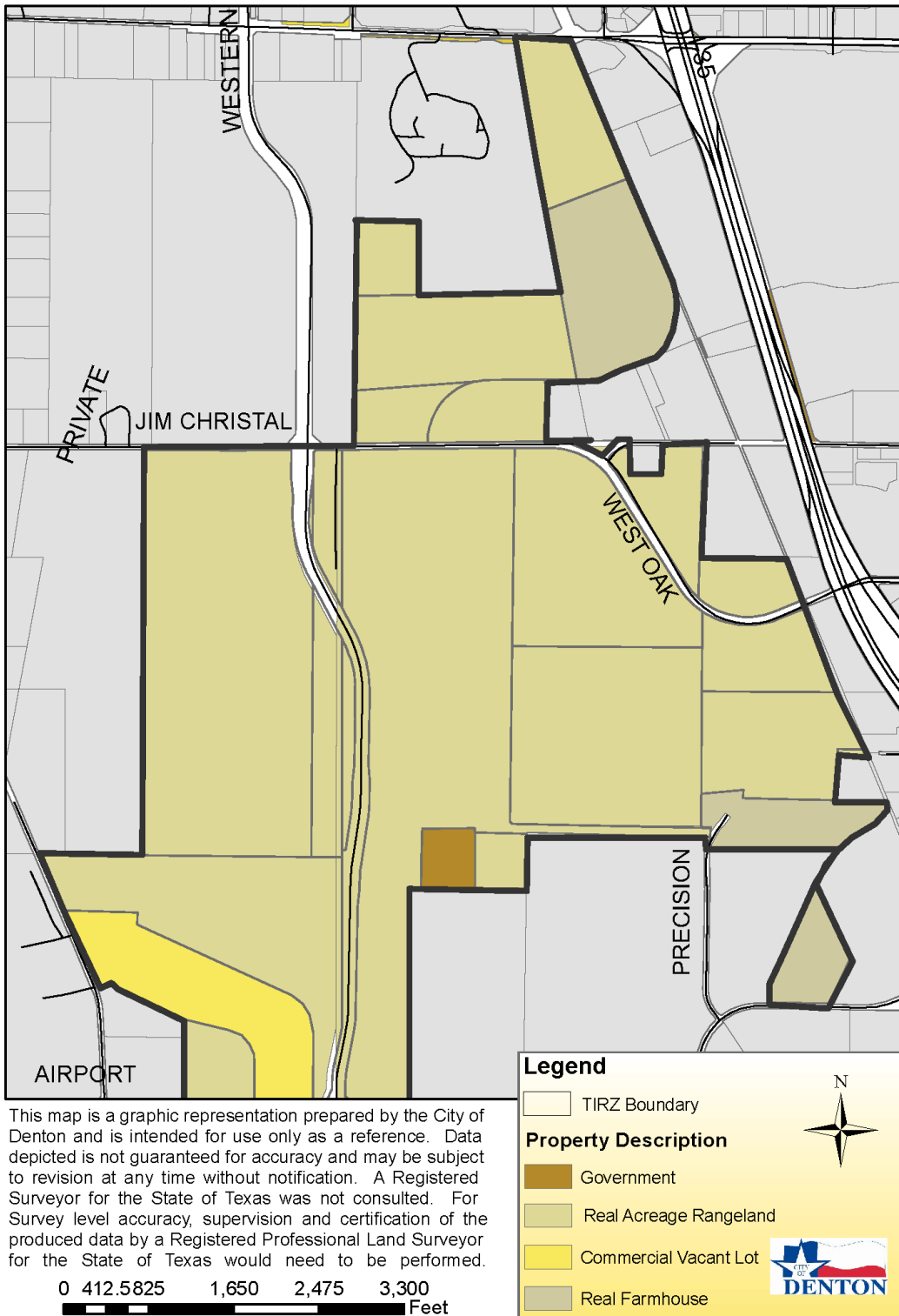
**City of Denton
Economic Development Department
401 N. Elm Street
Denton, Texas 76201
940-349-7776
www.dentonedp.com**

October 1, 2024 to September 30, 2025

Table of Contents

| | |
|---|-----------|
| Map | 3 |
| Mission Statement | 4 |
| Background and Purpose | 4 |
| Participating Jurisdictions..... | 5 |
| District History and Accomplishments | 5 |
| Summary of TIRZ Board Meetings | 6 |
| Budget and Project Status | 8 |
| Project Definitions..... | 8 |
| Revenues..... | 9 |
| Expenditures..... | 11 |
| 2022/2023 Work Program | 12 |
| Appendices | 15 |
| Appendix A: TIRZ Two Balance Sheet..... | 15 |

Tax Increment Reinvestment Zone Number Two



Mission Statement

The mission of the Tax Increment Reinvestment Zone (TIRZ) Number Two is to provide a source of funding for public infrastructure improvements to encourage and accelerate necessary development within the largest industrially zoned area within the City.

Background and Purpose

Tax increment financing originated as a tool for governments to publicly finance needed improvements and enhance infrastructure within a defined area in order to stimulate private development and redevelopment. A TIRZ is a defined area where public infrastructure improvements are deemed necessary to promote development. The costs of the improvements to the area are repaid by the contribution of future tax revenues. Specifically, each taxing entity may choose to dedicate all, a portion, or none of the tax revenue that is attributable to the increase in property values. The additional tax revenue that is received from the affected properties is referred to as the tax increment. An ad valorem valuation base is established the first year, and the revenue from the increased valuation from subsequent years is allocated into a TIRZ fund to support development projects.

On December 17, 2012, the City Council adopted Ordinance No. 2012-366 designating and describing the boundaries of Tax Increment Reinvestment Zone Number Two (Westpark TIRZ) for an industrial district of Denton, Texas; establishing the duration of the Zone; establishing a Tax Increment Fund; and establishing a Board of Directors for the Tax Increment Reinvestment Zone. The City's second TIRZ consists of approximately 800 acres and is located north of Airport Road. This industrial area (Westpark) lacks the public infrastructure necessary to encourage development.

The Westpark TIRZ took effect on January 1, 2013, and will terminate on December 31, 2036, or the date when all project costs are paid and any debt is retired, whichever comes first. It is estimated that the TIRZ would generate approximately \$14.3 million over a 25-year period for infrastructure improvements. The City and Denton County will contribute \$10 million and \$4.2 million into the TIRZ fund, respectively. According to the Finance Plan, the City would retain \$43.9 million and the County would retain \$18.8 million of real and business personal property revenue over the life of the TIRZ.

Participating Jurisdictions

Table 1: TIRZ Two Participating Jurisdictions

| Jurisdiction | Years | 2024/25 Tax Rate \$/\$100 Value | Percent of Tax Rate |
|----------------|-------|------------------------------------|------------------------|
| City of Denton | 1-10 | 0.560682* | 40 |
| | 11-25 | 0.585420** | 40 |
| Denton County | 1-10 | 0.189485* | 40 |
| | 11-25 | 0.187689** | 40 |

Inception rate was 0.68975 for the City and .282867 for the County

**rate at year 10*

***Denotes current report year within period*

The TIRZ board is comprised of fourteen members. The City Council is responsible for appointing twelve members and designating the board Chair. The governing body of Denton County, which levies taxes on real property in the Westpark TIRZ, appoints one board member. Westray Group L.P, the developer, also appoints a single board representative.

District History and Accomplishments

This is the thirteenth year of the Westpark TIRZ. The report period includes October 1, 2024 through September 30, 2025 (FY 2024-25). During FY 2024-25, \$968,652 was collected for the City’s portion based on the last supplemental valuation of the calendar year from the Denton Central Appraisal District (DCAD). The City’s and County’s contribution in the TIRZ fund for FY 2024-25 was \$968,652 and \$310,853, respectively. An additional \$110,772 in interest was earned for the period, bringing the total FY 2024-25 contribution to \$1,390,276.

Denton City Council adopted an ordinance accepting an agreement with Denton County to participate in the Westpark TIRZ and authorizing the City Manager to execute the agreement on February 5, 2013. On February 12, 2013, the board for the Westpark TIRZ was appointed by City Council. Economic Development staff coordinated with multiple City departments, the developer, and legal counsel to develop a reimbursement/developer agreement with the developer. The agreement was approved by the Denton City Council on May 13, 2014, through Ordinance No. 2014-142.

On August 23, 2016, the Denton City Council approved the addition of a seat to the Economic Development Partnership (EDP) Board for the Texas Woman’s University President and Chancellor. The adoption of Ordinance No. 2016-249 brought the EDP Board membership to twelve total.

On November 8, 2016, the following changes were made to the Westpark TIRZ board Ordinance Nos. 2012-366, 2014-039 and 2015-370, through Ordinance 2016-354, to establish a TIRZ Number Two board composition that incorporates the current EDP Board:

The Board of Directors shall consist of fourteen (14) members, twelve (12) of whom shall be appointed by the City Council of the City. All members appointed to the board shall meet the eligibility requirements set forth in the Act. Board membership shall consist of the following:

- The twelve members of the Economic Development Partnership Board;
- One member shall be appointed by the governing body of Denton County; and
- One member shall be appointed by the “Developer,” Rayzor Investments, LLP.

On April 16, 2019, Denton City Council adopted Ordinance 19-635 revising the Bylaws of the Westpark TIRZ to ensure that the Bylaws were in accordance with the adopted TIRZ and EDP ordinances and to clarify the amendment to the Bylaws process.

On March 3, 2020, Denton City Council adopted two ordinances. Ordinance 20-440 revised the Bylaws of the Westpark TIRZ to address developer terms and appointment of the chair. Ordinance 20-441 amended Ordinance No. 2012-366, as amended by ordinances 2014-039, 2014-274, 2015-370, and 2016-354 relating to the Westpark TIRZ, to amend the number of terms the developer representative may serve on the board of directors.

The terms of the board members shall be two-year terms; the twelve (12) members appointed by City Council will serve terms concurrent with their EDP terms. A board member may serve no more than three consecutive terms, except the Developer appointee may serve unlimited terms but must be re-nominated upon expiration of each term. The City Council shall designate a member of the board to serve as chairman of the board of directors, and the board shall elect from its members a vice chairman and other officers as it sees fit.

Summary of TIRZ Two Board Meetings

The Westpark TIRZ Board recommended approval of the 2023/2024 Annual Report on May 14, 2025. The Board also participated in a TIRZ Board member orientation.

The Board member attendance is presented below.

Table 2: Board Member Attendance

| Member | Company/Affiliation | Present 5/14/25 | Present 6/25/25 |
|---------------------------------------|-------------------------------|-----------------|-----------------|
| John Withers | Denton County | X | X |
| Jeremy Fykes | Guaranty Bank and Trust | X | X |
| Gerard Hudspeth | City of Denton Council Member | X | X |
| Rick Woolfolk | Aviation | X | X |
| Leo Morales | Hispanic Chamber of Commerce | X | X |
| Paul Meltzer | City of Denton Council Member | X | |
| Brian Danhof | Peterbilt | X | X |
| Kerry Gorre | Black Chamber of Commerce | | X |
| Ron Crockett | WinCo Foods | X | |
| Aimee Bissett | Denton Chamber of Commerce | X | |
| Lee Ramsey | Denton Chamber of Commerce | X | X |
| Carine Feyten/Jason Tomlinson* | Texas Woman’s University | X | X |
| Harrison Keller/Aaron Roberts | University of North Texas | | X |
| Selwyn Rayzor | Rayzor Investments | X | X |

| Ex-Officio Member | Company/Affiliation | Present 5/14/25 | |
|-------------------|------------------------------------|-----------------|---|
| Sara Hensley | City Manager of Denton | | |
| Erin Carter | Denton Chamber of Commerce | X | X |
| Susannah O’Bara | Denton Independent School District | | X |

**Indicates Proxy*

At the May 6, 2025 City Council meeting, Council confirmed the following EDPB members as Westpark TIRZ members: Ron Crockett, Aimee Bissett, Leo Morales, and Jeremy W. Fykes. On June 3, 2025 City Council appointed Brian Danhof as Board Chair.

During FY 2024-25, the TIRZ Board received reports and took action on the following items:

1. Elected a vice chair for TIRZ Number Two Board of Directors.
2. Approved the minutes of the February 14, 2024 meeting.
3. Received a report, held a discussion, and gave staff direction regarding the meeting dates and times for calendar year 2025.
4. Recommended approval of the 2023/2024 Annual Report for TIRZ Number Two to City Council.

5. Received a training and held a discussion regarding TIRZ Number Two Board member orientation.
6. Approved the minutes of the May 14, 2025 meeting.
7. Considered verification of project costs described in a reimbursement request submitted by the developer and approval of payment of Verified Project Costs to Westray Group, LP for improvements in TIRZ Number Two, in an amount of \$3,280,285.75.
8. Received a report, held a discussion regarding the performance of TIRZ Number Two compared to the Finance Plan.

Budget and Project Status

The Westpark TIRZ district has established in its Project and Finance Plans a budget for public improvement expenditures necessary to support public infrastructure and private investment in the district. Table 3, which follows, provides the TIRZ projects and estimated costs.

Table 3: TIRZ Projects Costs

| PROJECT | ESTIMATED COST, \$M |
|------------------------|----------------------------|
| Street Improvements | \$8,000,000 |
| Utilities and Drainage | \$5,000,000 |
| Industrial Projects | \$1,275,430 |
| TOTAL | \$14,275,430 |

Project Definitions

Street Improvements: includes the construction and reconstruction of paving improvements capable of handling heavy truck traffic and that provide common turning radius for semi trailers and may consist of, but are not limited to, primary and secondary major arterial thoroughfares and collector streets that will provide improved access within the industrial park, to State highways, and Interstate 35.

Utilities and Drainage: includes the extension of water and wastewater lines along the right-of-way of the streets within the District. Water and wastewater lines will be built to adequately accommodate the District at build-out and its anticipated industrial users.

A number of properties in the district are situated in the floodplain. Adequate stormwater drainage will be built to accommodate the maximum use of the land and comply with the drainage standards in the Denton Development Code.

Industrial Projects: may include grants, loans and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that stimulate economic development. Chapter 380 of the Local Government Code grants

municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development.

Revenues

According to Denton Central Appraisal District (DCAD) supplemental valuation figures, the FY 2024-25 total appraised valuation of taxable real property in the Westpark TIRZ was \$413,776,211. This is a \$413,656,753 increase from the 2012 base value of \$119,458. The valuation and contribution into the TIRZ fund is illustrated in the tables below.

Table 4: City Certified and Supplemental TIRZ Two Valuation Summary

| Tax Year | Certified TIRZ Tax Value | Supplemental TIRZ Tax Value* | Incremental Increase (Decrease) | Contribution | Adjusted Incremental Value | Annual TIRZ Ad Valorem Revenue |
|---------------|--------------------------|------------------------------|---------------------------------|--------------|----------------------------|--------------------------------|
| 2013 | 119,458 | 119,458 | N/A | N/A | N/A | N/A |
| 2014 | 566,436 | 555,807 | 436,349 | 40% | 174,540 | 1,204 |
| 2015 | 120,538 | 120,538 | 1,080 | 40% | 432 | 3 |
| 2016 | 2,401,349 | 2,401,349 | 2,281,891 | 40% | 912,756 | 6,237 |
| 2017 | 63,108,366 | 63,108,366 | 62,988,908 | 40% | 25,195,563 | 160,711 |
| 2018 | 68,549,662 | 72,165,650 | 72,046,192 | 40% | 28,818,477 | 178,812 |
| 2019 | 110,654,075 | 119,113,120 | 118,993,662 | 40% | 47,597,465 | 281,041 |
| 2020 | 175,546,028 | 175,546,028 | 175,426,570 | 40% | 70,170,628 | 414,325 |
| 2021 | 226,991,678 | 226,957,789 | 226,838,331 | 40% | 90,735,332 | 513,401 |
| 2022 | 270,388,646 | 270,388,646 | 270,269,188 | 40% | 108,107,675 | 606,140 |
| 2023 | 394,162,688 | 394,162,688 | 394,043,230 | 40% | 157,617,292 | 883,732 |
| 2024 | 413,776,211 | 413,776,211 | 413,656,753 | 40% | 165,462,701 | 968,652 |
| Totals | | | | | | \$4,014,258 |

Table 5: County Certified and Supplemental TIRZ Two Valuation Summary

| Tax Year | Certified Tax Value | Supplemental Tax Value* | Incremental Increase (Decrease) | Contribution | Adjusted Incremental Value | Annual TIRZ Ad Valorem Revenue |
|---------------|---------------------|-------------------------|---------------------------------|--------------|----------------------------|--------------------------------|
| 2013 | 119,458 | 119,458 | N/A | N/A | N/A | N/A |
| 2014 | 566,436 | 241,101 | 121,643 | 40% | 48,657 | 132 |
| 2015 | 120,538 | 120,538 | 1,080 | 40% | 432 | 1 |
| 2016 | 2,401,349 | 2,401,349 | 2,281,891 | 40% | 912,756 | 2,267 |
| 2017 | 63,108,366 | 63,108,366 | 62,988,908 | 40% | 25,195,563 | 59,918 |
| 2018 | 68,549,662 | 72,165,650 | 72,046,192 | 40% | 28,818,477 | 65,007 |
| 2019 | 110,654,075 | 119,113,120 | 118,993,662 | 40% | 47,597,465 | 107,227 |
| 2020 | 175,546,028 | 175,546,028 | 175,426,570 | 40% | 70,170,628 | 157,873 |
| 2021 | 226,991,678 | 226,957,789 | 226,838,331 | 40% | 90,735,332 | 211,491 |
| 2022 | 270,388,646 | 270,388,646 | 270,269,188 | 40% | 108,107,675 | 235,181 |
| 2023 | 394,162,688 | 394,162,688 | 394,043,230 | 40% | 157,617,292 | 298,661 |
| 2024 | 413,776,211 | 413,776,211 | 413,656,753 | 40% | 165,462,701 | 310,853 |
| Totals | | | | | | \$1,448,611 |

Table 6: TIRZ Two Total Certified and Supplement Summary

| Tax Year | Certified Tax Value | Supplemental Tax Value | Incremental Increase (Decrease) | Contribution | Adjusted Incremental Value | Annual TIRZ Ad Valorem Revenue | Interest Income** | Total Expenditures | Total Revenue |
|--|---------------------|------------------------|---------------------------------|--------------|----------------------------|--------------------------------|-------------------|--------------------|----------------|
| 2013 | 119,458 | 119,458 | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 2014 | 566,436 | 555,807 | 436,349 | 40% | 174,540 | 1,336 | 7 | 0 | 1,343 |
| 2015 | 120,538 | 120,538 | 1,080 | 40% | 432 | 4 | 10 | 0 | 14 |
| 2016 | 2,401,349 | 2,401,349 | 2,281,891 | 40% | 912,756 | 8,505 | 81 | 0 | 8,586 |
| 2017 | 63,108,366 | 63,108,366 | 62,988,908 | 40% | 25,195,563 | 220,629 | 2,534 | 0 | 223,163 |
| 2018 | 68,549,662 | 72,165,650 | 72,046,192 | 40% | 28,818,477 | 243,819 | 8,885 | 198,991 | 53,713 |
| 2019 | 110,654,075 | 119,113,120 | 118,993,662 | 40% | 47,597,465 | 388,268 | 7,713 | 195,734 | 200,247 |
| 2020 | 175,546,028 | 175,546,028 | 175,426,570 | 40% | 70,170,628 | 572,199 | 4,995 | 197,336 | 379,858 |
| 2021 | 226,991,678 | 226,957,789 | 226,838,331 | 40% | 90,735,332 | 724,893 | 10,947 | 197,203 | 538,637 |
| 2022 | 270,388,646 | 270,388,646 | 270,269,188 | 40% | 108,107,675 | 841,321 | 62,123 | 862,709 | 40,735 |
| 2023 | 394,162,688 | 394,162,688 | 394,043,230 | 40% | 157,617,292 | 1,182,393 | 127,382 | 210,047 | 1,099,728 |
| 2024 | 413,776,211 | 413,776,211 | 413,656,753 | 40% | 165,462,701 | 1,279,504 | 110,772 | 3,499,900 | -2,109,624 |
| Total City and County Contributions | | | | | | 5,462,871 | 335,449 | 5,361,920 | 436,400 |

* Tax Year 2014 - City uses Supplement #18 dated 12/23/14 and County uses Supplement #20 dated 1/30/2015.

** Tax Year 2016 includes interest earned through 12/31.

Total Fund Balance at 9/30/25 is \$436,400.

The 800-acre Westpark TIRZ is adjacent to the Denton Airport Business Park. Currently, a portion of the land within the TIRZ boundary has an agricultural exemption. While the net taxable value, after the agricultural exemption, is \$413,776,211 the market value of the district is \$442,228,913. The zone is near buildout. Once the remaining property is sold and developed, the exemption will be removed and the valuation will more accurately reflect the market value of the land.

Expenditures

TIRZ expenditures in FY 2024-25 amounted to a total of \$219,614.08 for the WinCo Foods ad valorem TIRZ Grant. This is the seventh year of the agreement for WinCo Foods. Under the



Chapter 380 Agreement, WinCo Foods will pay 100% of the property taxes owed to the City and County and will receive a grant equal to 40% of the contribution of the City and County into the Tax Increment Fund (land and improvements) from the distribution center. Both entities participate in the Westpark TIRZ at a rate of 40%. Business personal property (equipment) is not included in the TIRZ contribution.

WinCo will receive 40% of the ad valorem tax contribution (land and improvements) into the Tax Increment Fund from the City and Denton County, 60% of the City's portion of the ad valorem by the project (excluding land, inventory, vehicles and supplies) until the construction costs for Phase I public improvements have been reimbursed.

The second reimbursement for Westray Group, LP included pre-development costs, drainage improvement costs and project costs for a total of \$3,280,285.75 (see detail below).

| Description | Amount |
|------------------------------------|-----------------------|
| Pre-development Costs | \$143,725.99 |
| Drainage Improvements | \$494,528.19 |
| Project Costs | \$2,642,031.57 |
| Total Reimbursement Request | \$3,280,285.75 |



The Agreement thresholds require a minimum valuation of \$50 million in real property improvements and business personal property value. Since WinCo Foods met their threshold requirements, they received ad valorem grant payments equal to:

- 40% of the ad valorem tax contribution (land and improvements) into the Tax Increment Fund from the City and Denton County in the amount of \$219,614, and
- 60% of the eligible amount of the real and personal property ad valorem taxes paid to the City (excluding land, inventory, vehicles and supplies) into the General Fund in the amount of \$245,982.46.

2024/2025 Work Program

The First Amendment to the Reimbursement Agreement was made in order to accommodate WinCo Foods, a company that acquired approximately 77 acres in the Westpark Tax Increment Reinvestment Zone Number Two.

WinCo Foods agreed to execute Phase I of the Reimbursement Agreement and was awarded an economic incentive to reimburse the improvements. The 800,000 square foot distribution facility is located on the west side of Western Boulevard, north of Airport Road. WinCo Foods is a regional retailer with multiple distribution facilities across the United States. The project received a Certificate of Occupancy in January 2017 and has created 165 jobs.

The terms of the grant agreement end when full reimbursement has occurred, and include the following forms of reimbursement: up to \$1 million for water lines, utilizing the City's Water Development Plan Line Fund; up to \$865,000 in reimbursement for the sewer lines, utilizing the City's Wastewater Development Plan Line Fund; 100% of the Sales and Use Tax for construction materials, furniture, fixtures, and equipment for the construction of the project; 100% of the tax increment collected in the Westpark TIRZ fund associated directly with the project, until full reimbursement occurs. The contribution includes the City's 40% contribution to the TIRZ fund annually. The City's remaining 60% of ad valorem revenue will also be utilized until full reimbursement occurs. It is anticipated that full reimbursement will occur in approximately eight to ten years. The first year after full reimbursement, the second term of the grant agreement shall

commence, and will include the following: a 60% rebate of the City's ad valorem revenue for a period of four years.

Reimbursements for the utility Development Plan Line Fund and sales and use tax grant for construction have been processed. WinCo foods received a Certificate of Occupancy (CO) on January 18, 2017. The ad valorem and TIRZ grants commenced the first year following receipt by grantee of a CO in 2018.

On February 2, 2018, United States Cold Storage (USCS) closed on a 40-acre site on Jim Christal Road east of Western Boulevard in the Westpark Tax Increment Reinvestment Zone (TIRZ). USCS plans to offer storage, re-pack, and case pick, distribution and transportation solutions for production facilities in the United States and Mexico. Preliminary plans provide for rail service, export services to Mexico, cooler and freezer storage, and on-site customer offices.

USCS received a Certificate of Occupancy on April 14, 2020. The company invested approximately \$34 million in the project, created 44.4 million in new ad valorem value, for the 2023 tax year, in Denton. The electric demand is 1.5 megawatts annually, which make USCS a Top 25 customer for DME. The company currently employs 148 with an average salary of \$53,053.

The location of this project necessitated Phase II of the Westpark TIRZ improvements, which generally consisted of water and wastewater line extensions and improvements, drainage improvements, and road reconstruction, all along Jim Christal Road and West Oak Street.

USCS currently employs 148 with an average salary of \$53,053. The company plans on adding on a second phase to its existing refrigerated warehouse facility and estimate that their investment in new building, machinery, and equipment will create approximately \$35 million in new ad valorem value in Denton. The project involves plans to create 172 jobs with a weighted average salary of \$57,164.

In 2019, Tyson Sales and Distribution received an abatement of 25% of their business personal property only (which does not go into the TIRZ) for 6 years. The Company provides refrigerated warehousing and distribution services to the Tyson Foods, Inc. companies. Tyson had \$38 billion in sales in FY 2017 and employs 122,000. The company will construct 350,000+ square foot highly automated refrigerated distribution center next to USCS. The facility will contain automated storage and retrieval systems, including stacker cranes, gantry robots for layer picking, pallet conveyors and transfer cars, and a monorail. It is expected to ship 700 million pounds of product annually from the facility. The facility will have about a 2 megawatt annual electric demand which will add another Top 25 customers for DME. It will employ 100 on a full-time basis with hourly wages ranging from \$20 to \$45. The grantee is required to create 95 jobs with an average hourly wage of \$23.58. A \$25.5 million business personal property valuation threshold is required in year one. The business personal property valuation thresholds are tiered based on the Denton Central Appraisal District's depreciation schedule. This project has been put on hold

as the company reexamined and prioritizes their expansions. The company is currently planning a property maintenance facility at site that was originally planned for a cold storage distribution facility.

A number of industrial projects, which will total over three million square feet, are currently underway in the zone and industrial area. The Retreat at Denton II, a multi-family development, has been constructed. The project includes 193 units on 21.9 acres in the southern section of the zone.

Ironwood Realty Partners and Scannell Properties have partnered on an industrial project, Denton Crossing @ I-35, which includes approximately 1.2 million square feet of industrial speculative space along Western Boulevard. A total of four buildings that have been constructed.

Exeter has completed a building (Exeter Westpark I) comprising 649,000 square feet, where W. Oak Street and Jim Christal meet. Exeter has also constructed three buildings adjacent to the TIRZ boundary at the northwest corner of Western Boulevard and Jim Christal Road. The square footage of these buildings are 324,000 square feet, 421,000 square feet, and 1,076,000 square feet.

Hunt Southwest has constructed a 227,420 square foot building on a 17-acre site on S. Western Boulevard and Jim Christal at the I-35 Convergence. To the north, property owners plan to build a 250,080 square feet of warehouse build-to-suit on seven of the acres. Building 2 was leased to Lotte Global Logistics for an automated distribution and warehouse facility for wellness products. The company hired an estimated 85 employees.

Denton Point I and II are consist of two buildings totaling 242,320 square feet. Building 2 is a 130,000 SF facility located along Western Boulevard. Denton Point is a rail-served development ideal for manufacturing and supply chain use. Westcore, based in San Diego, purchased Denton Point for \$32 million. Denton 1 is occupied by a shipping and logistics operation, DHL. Denton Point III, IV and V is an expansion project just outside of the zone along Jim Christal Road and Masch Branch Road, which will total 451,856 square feet.

Westpark Industrial is located in a 16-acre parcel on S. Western Boulevard, south of the Tyson plat, that is divided into two sites that each have speculative buildings totaling 242,378 square feet.

The Cold Creek Solutions and ARCO National Construction industrial project is a cold storage facility that is under construction along I-35 and North Elm on 20.3 acres.

Holt Lunsford has purchased 45 acres for a new project located at the corner of Western and Jim Christal. Plans for the industrial park are still in the design phase.

**Appendix A:
TIRZ Two (Westpark)
Balance Sheet**

**CITY OF DENTON
TAX INCREMENTAL FINANCING REINVESTMENT ZONE (TIRZ) NUMBER TWO WESTPARK
ACTUAL REVENUE**

City of Denton

| Tax Year | Certified Tax Value | Tax Rate | Fiscal Year as of 9/30 | Supplemental Tax Value* | Incremental Increase (Decrease) | Contribution | Adjusted Incremental Value | Tax Rate | Annual TIRZ Ad Valorem Revenue |
|----------|---------------------|-----------|------------------------|-------------------------|---------------------------------|--------------|----------------------------|-----------|--------------------------------|
| 2013 | \$ 119,458 | | 2013-2014 | \$ 119,458 | N/A | N/A | N/A | | N/A |
| 2014 | 566,436 | 0.68975% | 2014-2015 | 555,807 | 436,349 | 40% | 174,540 | 0.68975% | 1,204 |
| 2015 | 120,538 | 0.68975% | 2015-2016 | 120,538 | 1,080 | 40% | 432 | 0.68975% | 3 |
| 2016 | 2,401,349 | 0.68334% | 2016-2017 | 2,401,349 | 2,281,891 | 40% | 912,756 | 0.68334% | 6,237 |
| 2017 | 63,108,366 | 0.637856% | 2017-2018 | 63,108,366 | 62,988,908 | 40% | 25,195,563 | 0.637856% | 160,711 |
| 2018 | 68,549,662 | 0.620477% | 2018-2019 | 72,165,650 | 72,046,192 | 40% | 28,818,477 | 0.620477% | 178,812 |
| 2019 | 110,654,075 | 0.590454% | 2019-2020 | 119,113,120 | 118,993,662 | 40% | 47,597,465 | 0.590454% | 281,041 |
| 2020 | 175,546,028 | 0.590454% | 2020-2021 | 175,546,028 | 175,426,570 | 40% | 70,170,628 | 0.590454% | 414,325 |
| 2021 | 226,991,678 | 0.565823% | 2021-2022 | 226,957,789 | 226,838,331 | 40% | 90,735,332 | 0.565823% | 513,401 |
| 2022 | 270,388,646 | 0.560682% | 2022-2023 | 270,388,646 | 270,269,188 | 40% | 108,107,675 | 0.560682% | 606,140 |
| 2023 | 394,162,688 | 0.560682% | 2023-2024 | 394,162,688 | 394,043,230 | 40% | 157,617,292 | 0.560682% | 883,732 |
| 2024 | 413,776,211 | 0.585420% | 2024-2025 | 413,776,211 | 413,656,753 | 40% | 165,462,701 | 0.585420% | 968,652 |
| Totals | | | | | | | | | <u>\$ 4,014,258</u> |

Denton County

| Tax Year | Certified Tax Value | Tax Rate | Fiscal Year as of 9/30 | Supplemental Tax Value* | Incremental Increase (Decrease) | Contribution | Adjusted Incremental Value | Tax Rate | Annual TIRZ Ad Valorem Revenue |
|----------|---------------------|-----------|------------------------|-------------------------|---------------------------------|--------------|----------------------------|-----------|--------------------------------|
| 2013 | \$ 119,458 | | 2013-2014 | \$ 119,458 | N/A | N/A | N/A | | N/A |
| 2014 | 566,436 | 0.272200% | 2014-2015 | 241,101 | 121,643 | 40% | 48,657 | 0.272200% | 132 |
| 2015 | 120,538 | 0.26200% | 2015-2016 | 120,538 | 1,080 | 40% | 432 | 0.26200% | 1 |
| 2016 | 2,401,349 | 0.24841% | 2016-2017 | 2,401,349 | 2,281,891 | 40% | 912,756 | 0.24841% | 2,267 |
| 2017 | 63,108,366 | 0.23781% | 2017-2018 | 63,108,366 | 62,988,908 | 40% | 25,195,563 | 0.23781% | 59,918 |
| 2018 | 68,549,662 | 0.22557% | 2018-2019 | 72,165,650 | 72,046,192 | 40% | 28,818,477 | 0.22557% | 65,007 |
| 2019 | 110,654,075 | 0.22528% | 2019-2020 | 119,113,120 | 118,993,662 | 40% | 47,597,465 | 0.22528% | 107,227 |
| 2020 | 175,546,028 | 0.22499% | 2020-2021 | 175,546,028 | 175,426,570 | 40% | 70,170,628 | 0.22499% | 157,873 |
| 2021 | 226,991,678 | 0.23309% | 2021-2022 | 226,957,789 | 226,838,331 | 40% | 90,735,332 | 0.23309% | 211,491 |
| 2022 | 270,388,646 | 0.21754% | 2022-2023 | 270,388,646 | 270,269,188 | 40% | 108,107,675 | 0.21754% | 235,181 |
| 2023 | 394,162,688 | 0.18949% | 2023-2024 | 394,162,688 | 394,043,230 | 40% | 157,617,292 | 0.18949% | 298,661 |
| 2024 | 413,776,211 | 0.18787% | 2024-2025 | 413,776,211 | 413,656,753 | 40% | 165,462,701 | 0.18787% | 310,853 |
| Totals | | | | | | | | | <u>\$ 1,448,611</u> |

Total

| Tax Year | Certified Tax Value | Combined Tax Rate | Fiscal Year as of 9/30 | Supplemental Tax Value | Incremental Increase (Decrease) | Contribution | Adjusted Incremental Value | Combined Tax Rate | Annual TIRZ Ad Valorem Revenue | Interest Income** | Total Revenue | Total Expenditures | Fund Balance** |
|----------|---------------------|-------------------|------------------------|------------------------|---------------------------------|--------------|----------------------------|-------------------|--------------------------------|-------------------|---------------------|---------------------|-------------------|
| 2013 | \$ 119,458 | | 2013-2014 | \$ 119,458 | N/A | N/A | N/A | | N/A | N/A | N/A | N/A | N/A |
| 2014 | 566,436 | 0.961950% | 2014-2015 | 555,807 | 436,349 | 40% | 174,540 | 0.961950% | 1,336 | 7 | 1,343 | - | 1,343 |
| 2015 | 120,538 | 0.951750% | 2015-2016 | 120,538 | 1,080 | 40% | 432 | 0.951750% | 4 | 10 | 14 | - | 14 |
| 2016 | 2,401,349 | 0.931749% | 2016-2017 | 2,401,349 | 2,281,891 | 40% | 912,756 | 0.931749% | 8,505 | 81 | 8,586 | - | 8,586 |
| 2017 | 63,108,366 | 0.875668% | 2017-2018 | 63,108,366 | 62,988,908 | 40% | 25,195,563 | 0.875668% | 220,629 | 2,534 | 223,163 | - | 223,163 |
| 2018 | 68,549,662 | 0.846051% | 2018-2019 | 72,165,650 | 72,046,192 | 40% | 28,818,477 | 0.846051% | 243,819 | 8,885 | 252,704 | 198,991 | 53,713 |
| 2019 | 110,654,075 | 0.815732% | 2019-2020 | 119,113,120 | 118,993,662 | 40% | 47,597,465 | 0.815732% | 388,268 | 7,713 | 395,981 | 195,734 | 200,247 |
| 2020 | 175,546,028 | 0.815439% | 2020-2021 | 175,546,028 | 175,426,570 | 40% | 70,170,628 | 0.815439% | 572,199 | 4,995 | 577,194 | 197,336 | 379,858 |
| 2021 | 226,991,678 | 0.798909% | 2021-2022 | 226,957,789 | 226,838,331 | 40% | 90,735,332 | 0.798909% | 724,893 | 10,947 | 735,840 | 197,203 | 538,637 |
| 2022 | 270,388,646 | 0.778225% | 2022-2023 | 270,388,646 | 270,269,188 | 40% | 108,107,675 | 0.778225% | 841,321 | 62,123 | 903,444 | 862,709 | 40,735 |
| 2023 | 394,162,688 | 0.750167% | 2023-2024 | 394,162,688 | 394,043,230 | 40% | 157,617,292 | 0.750167% | 1,182,393 | 127,382 | 1,309,775 | 210,047 | 1,099,728 |
| 2024 | 413,776,211 | 0.773289% | 2024-2025 | 413,776,211 | 413,656,753 | 40% | 165,462,701 | 0.773289% | 1,279,504 | 110,772 | 1,390,276 | 3,499,900 | (2,109,624) |
| Totals | | | | | | | | | <u>\$ 5,462,871</u> | <u>\$ 335,449</u> | <u>\$ 5,798,320</u> | <u>\$ 5,361,920</u> | <u>\$ 436,400</u> |

*Tax Year 2014 - City uses Supplement #18 dated 12/23/14 and County uses Supplement #20 dated 1/30/2015.

**Fund Balance as of September 30, 2025 is \$436,400 which includes the Winco expense of \$219,614.



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the State of Texas, Office of the Governor, Urban Area Security Initiative Federal Fiscal Year 2026 – Law Enforcement Terrorism Prevention Activities (LETPA) projects (UASI-L) grant program funded through the US Department of Homeland Security in the amount of \$120,000 for equipment and supplies for mobile field forces; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

BACKGROUND

The UASI grant supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The program is funded by the US Department of Homeland Security and is appropriated to states. The Office of the Governor (OOG) allocates funding to the State's designated Council of Government regions. As a member of the North Central Texas Council of Governments (NCTCOG) and the Regional Emergency Preparedness Advisory Committee, the City of Denton participates in the grant program. NCTCOG determines project priority based on the program's initiative for the funding year.

The City of Denton Police Department has prepared an application for necessary equipment and supplies to outfit mobile field forces to reduce the threat of a domestic terrorist attack. The OOG requires a resolution to be passed by any jurisdiction receiving grant funds.

Applications are due April 30, 2026.

RECOMMENDATION

Staff recommends approval.

ESTIMATED SCHEDULE OF PROJECT

The State deadline for the completion of the grant project is September 30, 2027.

FISCAL INFORMATION

The anticipated total grant award for this project is \$120,000 and requires no local match.

EXHIBITS

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

Respectfully submitted:

Matt Hamilton

Chief Financial Officer

Prepared By:

Daniel Jones

Senior Grants Analyst

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, URBAN AREA SECURITY INITIATIVE FEDERAL FISCAL YEAR 2026 – LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES (LETPA) PROJECTS (UASI-L) GRANT PROGRAM FUNDED THROUGH THE US DEPARTMENT OF HOMELAND SECURITY IN THE AMOUNT OF \$120,000 FOR EQUIPMENT AND SUPPLIES FOR MOBILE FIELD FORCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the grant is awarded by the State of Texas, Office of the Governor, and funded by the US Department of Homeland Security for the period of October 1, 2026 through September 30, 2027; and

WHEREAS, the purpose of the grant is to support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens; and

WHEREAS, grant applications are due April 30, 2026 and require authorization by the governing body; and

WHEREAS, the grant will provide necessary equipment and supplies to outfit the department's mobile field force; and

WHEREAS, the City Council finds it in the best interest of the public to authorize the application for and to accept the grant award for the period of October 1, 2026 through September 30, 2027; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

Section 1. The recitals set forth above are found to be true and correct legislative and factual determinations of the City of Denton and are hereby approved and incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

Section 2. The submission of the grant application for the 2026 UASI-L grant program to the Texas Office of the Governor, is hereby authorized.

Section 3. The City Manager or designee is designated, delegated, and authorized to request and accept grant funding under the 2026 grant, including the submission of the grant application, and act on behalf of the City of Denton in all matters related to the grant application and any subsequent grant contracts and grant projects that may result.

Section 4. The Chief Financial Officer or designee is designated as the financial officer and is authorized to submit financial and/or programmatic reports or alter the grant on behalf of the City of Denton.

Section 5. The City shall comply with the requirements of the Texas Office of the Governor, the US Department of Homeland Security, and the State of Texas.

Section 6. The project funds and any project-funded equipment and facilities will be used solely for the purposes for which they are intended under the grant.

Section 7. The City agrees that in the event of loss or misuse of the Office of the Governor funds, the City assures that the funds will be returned to the Office of the Governor in full.

Section 8. This Ordinance is effective immediately upon its passage.

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: | _____ | _____ | _____ | _____ |
| 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the State of Texas, Office of the Governor, Urban Area Security Initiative Federal Fiscal Year 2026 – Regular Projects (UASI-R) grant program funded through the US Department of Homeland Security in the amount of \$20,000 for hazmat equipment; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

BACKGROUND

The UASI grant supports programs that address the unique multidisciplinary planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The program is funded by the US Department of Homeland Security and is appropriated to states. The Office of the Governor (OOG) allocates funding to the State's designated Council of Government regions. As a member of the North Central Texas Council of Governments (NCTCOG) and the Regional Emergency Preparedness Advisory Committee, the City of Denton participates in the grant program. NCTCOG determines project priority based on the program's initiative for the funding year.

The City of Denton Fire Department has prepared an application for the necessary equipment and supplies to outfit the HAZMAT team. The OOG requires a resolution to be passed by any jurisdiction receiving grant funds.

Applications are due April 30, 2026.

RECOMMENDATION

Staff recommends approval.

ESTIMATED SCHEDULE OF PROJECT

Projects selected for funding must begin between September 1, 2026 and March 1, 2027, and expire on or before August 31, 2028.

FISCAL INFORMATION

The anticipated total grant award for this project is \$20,000 and requires no local match.

EXHIBITS

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

Respectfully submitted:

Matt Hamilton

Chief Financial Officer

Prepared By:

Daniel Jones

Senior Grants Analyst

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, URBAN AREA SECURITY INITIATIVE FEDERAL FISCAL YEAR 2026 – REGULAR PROJECTS (UASI-R) GRANT PROGRAM FUNDED THROUGH THE US DEPARTMENT OF HOMELAND SECURITY IN THE AMOUNT OF \$20,000 FOR HAZMAT EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the grant is awarded by the State of Texas, Office of the Governor, and funded by the US Department of Homeland Security for the period of October 1, 2026 through September 30, 2027; and

WHEREAS, the purpose of the grant is to support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens; and

WHEREAS, grant applications are due April 30, 2026 and require authorization by the governing body; and

WHEREAS, the grant will provide hazmat equipment for the Fire Department’s Hazmat Team; and

WHEREAS, the City Council finds it in the best interest of the public to authorize the application for and to accept the grant award for the period of October 1, 2026 through September 30, 2027; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

Section 1. The recitals set forth above are found to be true and correct legislative and factual determinations of the City of Denton and are hereby approved and incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

Section 2. The submission of the grant application for the 2026 UASI-R grant program to the Texas Office of the Governor, is hereby authorized.

Section 3. The City Manager or designee is designated, delegated, and authorized to request and accept grant funding under the 2026 grant, including the submission of the grant application, and act on behalf of the City of Denton in all matters related to the grant application and any subsequent grant contracts and grant projects that may result.

Section 4. The Chief Financial Officer or designee is designated as the financial officer and is authorized to submit financial and/or programmatic reports or alter the grant on behalf of the City of Denton.

Section 5. The City shall comply with the requirements of the Texas Office of the Governor, the US Department of Homeland Security, and the State of Texas.

Section 6. The project funds and any project-funded equipment and facilities will be used solely for the purposes for which they are intended under the grant.

Section 7. The City agrees that in the event of loss or misuse of the Office of the Governor funds, the City assures that the funds will be returned to the Office of the Governor in full.

Section 8. This ordinance is effective immediately upon its passage.

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: | _____ | _____ | _____ | _____ |
| 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____



AGENDA INFORMATION SHEET

DEPARTMENT: Development Services, Finance

CM/DCM/ACM: Cassey Ogden

DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the North Central Texas Council of Governments Technology Project Identification (TPI) Framework 2026 grant program in the amount of \$800,000 for a Vision Zero Intelligent Safety Corridor project; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

BACKGROUND

The North Central Texas Council of Governments (NCTCOG) has launched a Technology Project Identification (TPI) Framework to support the deployment of innovative transportation technologies across the region. The program funds projects that advance roadway safety, connected infrastructure, and next-generation signal systems.

- Maximum Award per Project: \$3,000,000
- City of Denton Proposed Funding Request: \$800,000
- Funding Structure: 100% reimbursable (no local match share required)
- Eligible Applicants: Public-sector agencies within the 12-county region
- Deadline: April 10, 2026, by 5:00 PM CST.

The City of Denton proposes to lead a consortium application in partnership with Southern Methodist University (SMU) to secure funding under this program. The project would be fully funded by NCTCOG with no City match required. As part of this project, the City of Denton will

Proposed Deployment Locations

Denton VZ High Injury Network (HIN) Corridors identified in Vision Zero Phase II Implementation Plan.

- The project targets multiple stretches of HIN corridors in the city of Denton, currently characterized by one of the highest injury-related fatality and serious injury-linked crash rates.
- This deployment provides:
 1. A high-impact opportunity to reduce severe crashes
 2. Measurable safety and operational performance improvements
 3. A scalable model for expansion to other priority corridors

Project Concept: Vision Zero–Driven Intelligent Safety Corridor

This initiative combines advanced roadway safety technologies and next-generation signal intelligence into a single integrated system designed to prevent severe crashes before they occur. The proposed system transforms selected Denton VZ HIN Corridors into self-monitoring, risk-responsive corridors that continuously sense conditions, evaluate safety risk, and activate calibrated interventions in real time.

Alignment with Vision Zero Implementation

Vision Zero recognizes that human error is inevitable and that systems must be designed to prevent those errors from resulting in severe injury or death.

This project operationalizes Vision Zero by:

- Identifying and mitigating near-miss events before they become crashes
- Protecting vulnerable road users through real-time detection
- Reducing speed during elevated risk conditions
- Using measurable safety indicators rather than relying solely on crash history

The result is a proactive, technology-enabled safety strategy rather than a reactive enforcement-based approach.

Value to Denton Citizens

Safer Streets

- Reduction in severe and injury crashes
- Enhanced pedestrian and cyclist protection
- Proactive conflict mitigation
- Long-term scalability across other corridors
- Positions Denton as a leader in AI-enabled Vision Zero implementation

RECOMMENDATION

Staff recommends approval of the Technology Project Identification resolution.

FISCAL INFORMATION

Transportation Services is requesting \$800,000 in funding assistance from the TPI grant program. This funding request requires no local match contributions from the City of Denton.

EXHIBITS

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

Exhibit 3 – NCTCOG TPI Framework 2026 Notice of Funding Opportunity

Respectfully submitted:
Farhan Butt, Ph.D., P.E., M. ASCE
Deputy Director, Transportation Services

Prepared By:
Sahar Esfandyari, Ph.D., AICP
Senior Transportation Planner

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS TECHNOLOGY PROJECT IDENTIFICATION (TPI) FRAMEWORK 2026 GRANT PROGRAM IN THE AMOUNT OF \$800,000 FOR A VISION ZERO INTELLIGENT SAFETY CORRIDOR PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Technology Project Identification (TPI) Framework program was implemented by the North Central Texas Council of Governments (NCTCOG) Technology and Innovation Program to support connected, automated, and emerging transportation technologies within the North Central Texas Region; and

WHEREAS, the NCTCOG opened the TPI Framework 2026 grant program application on January 9, 2026, 2025, to help identify, evaluate, and advance technology projects that support regional mobility, safety, and innovation; and

WHEREAS, the City of Denton is eligible to apply as a public partner agency within the 12-county Metropolitan Planning Area boundary; and

WHEREAS, the City has developed the necessary application materials and desires to make an application to the TPI Framework 2026 grant program; and

WHEREAS, grant applications are due on April 10, 2026; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals set forth above are found to be true and correct legislative and factual determinations of the City of Denton and are approved and incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2. The application for the NCTCOG TPI Framework 2026 grant program in the amount of \$800,000 is hereby authorized.

SECTION 3. The City Manager, or designee, is designated, delegated, and authorized to request grant funding under the NCTCOG TPI Framework 2026 grant program, including the submission of NCTCOG's application, and act on behalf of the City of Denton in all matters related to the grant application, receipt of funds, and any subsequent grant contracts and grant projects that may result.

SECTION 4. Should the project be funded, then the City of Denton shall comply with the requirements of the NCTCOG.

SECTION 5. The City of Denton supports funding this project as described in the NCTCOG TPI Framework 2026 grant application and is willing to commit to the project's development, implementation, management, and financing.

SECTION 6. The City of Denton is willing and able to enter into an agreement with NCTCOG should the project be selected for funding.

SECTION 7. The project funds and any project-funded equipment and facilities will be used solely for the purposes for which they are intended under the grant.

SECTION 8. This ordinance is 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

North Central Texas Council of Governments

NCTCOG TECHNOLOGY PROJECT IDENTIFICATION (TPI) FRAMEWORK

Application Information Packet
Applications Due: April 10, 2026



This Technology Project Identification (TPI) Framework Information Packet contains information on the type of program, background, funding structure, eligible recipients, eligible activities, evaluation criteria, application process, and schedule.

INTRODUCTION

The North Central Texas Council of Governments (NCTCOG) Technology and Innovation Program is implementing a new TPI Framework that provides approximately \$8,700,000 in Surface Transportation Block Grant Program (STBG) funding to support connected, automated, and emerging transportation technologies within the North Central Texas region. This framework establishes a criteria-based process for agencies to submit, evaluate, and advance innovative technology concepts.

To be considered for funding, the submitting agency must be a regional public-sector partner agency in the 12-county Metropolitan Planning Area (MPA) nonattainment area: Collin, Dallas, Denton, Ellis, Hood, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise Counties (See map below).



BACKGROUND

The Technology and Innovation Program supports the regional deployment of emerging transportation technologies that enhance safety, efficiency, connectivity, and overall mobility. Lessons learned from past and ongoing efforts (e.g., automated shuttles, connected vehicle corridors, broadband as transportation initiatives, and smart freight systems) helped inform and guide the development of the new TPI Framework.

The TPI Framework streamlines the way technology projects are identified and advanced by introducing a three-step process:

1. **Idea Submission:** Agencies submit project concepts that outline the purpose, scope, timing, and anticipated cost (*how, what, when, and how much*).
2. **Evaluation & Readiness Review:** Staff reviews each concept for eligibility, alignment with program goals, technical readiness, and overall feasibility.
3. **Regional Procurement:** NCTCOG leads procurement for selected technologies to ensure consistency and achieve regional benefits.

This process ensures that **regional funding is directed toward projects with measurable community benefits**, strong readiness, and potential for regional scalability.

EMPHASIS AREAS

Project concepts submitted through the TPI Framework must align with one or more of the following emphasis areas:

- **Roadway Safety Technologies:** Deploying advanced tools that help protect pedestrians, cyclists, and other road users such as connected warnings, speed management, and automated incident detection.
- **Food Desert Elimination:** Expanding access to fresh food through innovative mobility solutions.
- **Delivery Bots & Drones:** Using small-scale autonomous delivery devices and unmanned aerial systems (UAS) to improve last-mile freight movement and reduce congestion.
- **Next-Gen Traffic Signals:** Smart signal control, transit priority, and connected intersection systems to enhance traffic flow and safety.
- **Autonomous Shuttles:** Providing automated shuttle services for first/last-mile connections and circulation within campuses and neighborhoods. Higher-speed automated shuttles are eligible but will require additional safety review.

GENERAL GUIDELINES

- **There is no limitation on the number of project proposals submitted by an eligible agency.** However, agencies submitting more than one project must rank the projects by priority and specify the fiscal year in which each project will occur.

- **The NCTCOG TPI Framework Call for Ideas is a cost reimbursement program (not a grant).** NCTCOG is considering the appropriate agreement structure and upon award will coordinate with awarded entities on the agreement approach and reimbursement requirements.
- **Project activities must be completed by December 31, 2028, or risk the loss of funding.**
- **To comply with the federal and state regulations, as well as internal agency policy, NCTCOG will need a Risk Assessment on file prior to making any subrecipient agreements.** Has your agency completed a Risk Assessment with NCTCOG within the past calendar year? If you are unsure, you may contact Shyla Camarena at 817-704-2502 or scamarena@nctcog.org to verify. **If not, applicants must complete the online form at <https://www.surveymonkey.com/r/InnovationCFP>.**

As part of this process, Applicants will be required to provide a Unique Entity Identifier (UEI), and proof of a current registration with the System for Award Management (SAM). Applicants can receive a UEI and start the registration process in SAM at no cost at www.SAM.gov. If a UEI has not yet been assigned or the SAM registration has not been approved by the time the application is submitted, please include the date the applicant requested the UEI and/or the date the SAM registration was submitted.

- **The Regional Transportation Council will approve all final projects and funding levels.** Itemized budgets will be reviewed by NCTCOG for eligibility and reasonableness. Based on available funds, some projects may not be fully funded.

FUNDING AVAILABILITY

The NCTCOG TPI Framework is funded through the Category 7 – Surface Transportation Block Grant Program (STBG) funding and covers multiple jurisdictions throughout the North Central Texas MPA. The East/West equity split for the allocation of STBG funds is 69 percent east and 31 percent west. The total approved project budget is \$8,700,000. Agencies selected to receive funding are responsible for procurement and reimbursement requests.

| Eastern Subregion Dallas District Share (69%) | Western Subregion Fort Worth District Share (31%) | NCTCOG TPI Projects Funding Available |
|---|---|---------------------------------------|
| \$6,003,000 | \$2,697,000 | \$8,700,000 |

Total Budget: \$8,700,000. No local match is required as regional Transportation Development Credits (TDCs) will be used to satisfy the local match requirement.

ELIGIBLE RECIPIENTS AND REQUIREMENTS

- Maximum award amount per project is \$3 Million.
- Public partner agencies within the 12-county MPA boundary.
- Projects must address a transportation need, clearly identify the emphasis area(s) they support and include documentation verifying the project's Technology Readiness Level (Minimum required level 6), such as test results, pilot outcomes, or research validation. For additional reference, see NASA's Technology Readiness Level descriptions:
 - https://www.nasa.gov/wp-content/uploads/2017/12/458490main_trl_definitions.pdf
- Commitment to open data sharing with NCTCOG.
- Follow Connected Vehicle Systems Interface Guidelines.
 - <https://www.nctcog.org/getmedia/cf2c71eb-f54c-4598-984c-441d669320a9/CV-Projects-Requirements-to-Share-Data-with-TSMO-Data-Hub-V2X-DEP.pdf>
- Include a plan for maintenance and operations after project completion.
- **Personnel costs for project implementation are not eligible for reimbursement.**

BUILD AMERICA, BUY AMERICA REQUIREMENTS

The awarded entity will need to demonstrate compliance with all Build America, Buy America (BABA) requirements under 23 USC 313, 2 CFR 200.184 and 2 CFR 200.322 for the purchase, acquisition, or use of goods, products, or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. NCTCOG will work with awarded entities to ensure documentation has been completed by the manufacturer to demonstrate compliance or proceed with requesting a waiver from the Federal Highway Administration of the BABA requirements.

PROPERTY MANAGEMENT REQUIREMENTS

Agencies must maintain grant-funded equipment, including information technology systems such as computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources, in accordance with federal property management requirements and will be subject to monitoring by NCTCOG. This means that an Agency must maintain grant-funded equipment in good working order, operate it in a manner consistent with the grant until the fair market value is \$10,000 or less, and provide information concerning the use and condition of the equipment upon request.

When the equipment acquired is no longer needed, the Agency must contact NCTCOG for further instructions regarding disposition. Equipment may not be sold, scrapped or otherwise disposed of until written approval is received from NCTCOG. Sale, scrap or other disposal without NCTCOG approval or when fair market value exceeds \$10,000, may result in a partial return of funding.

MATCHING REQUIREMENTS

Agencies receiving funds through the NCTCOG TPI Framework will not be required to provide a local match as a part of this Call for Ideas.

EVALUATION CRITERIA

| Scoring Component | | Available Points |
|--|---|------------------|
| Innovative approach to solve a transportation need | Innovative solution that supports listed emphasis areas, engages the community, improves job access, and drives economic growth | 50% |
| Strong case for regional investment | Clearly articulates why regional funds are needed and how the project can be transferable across regions | 40% |
| Public/Private Collaboration | Involves coordinating between public/private partner to enhance regional value | 10% |
| Total Points | | 100% |

APPLICATION PROCESS

- Applications and supplemental materials may be obtained online or by contacting Braulio Bessa at BBessa@nctcog.org or (817) 640-7806 .
- For applications to be considered, three (3) signed copies of the application and supporting materials submitted “in hand” to NCTCOG offices, and one (1) electronic copy should be submitted to TransRFPS@nctcog.org. An in-hand submittal may consist of either a hard-copy application or a flash drive delivered by the deadline. Flash drives that are unreadable or contain corrupted files will be considered nonresponsive. The in-hand submittal will count as the official submittal. An electronic submittal should also be sent to TransRFPS@nctcog.org. However, the electronic submittal is not sufficient to constitute an application on its own and will only be considered a courtesy/convenience copy.
- In addition to the hard copy submittal, NCTCOG is testing a new e-procurement system and encourages a courtesy electronic submission of the application through Bidnet at <https://www.bidnetdirect.com/texas/nctcog>. Instructions for how to

submit through Bidnet can be found on the NCTCOG purchasing page at <https://www.nctcog.org/agency-administration/purchasing>.

- Electronic documents must be submitted in PDF format.
- Graphics (maps, diagrams, renderings): PDF, JPEG, or bitmap format.
- Applications containing original signatures should be labeled “Original.”
- No supplemental information (other than administrative clarifications) will be accepted after the application deadline.
- **Deadline:** In accordance with Call for Projects Procedures, or similar mechanism, established by the Regional Transportation Council Bylaws, NCTCOG must have the submitted project applications “in hand” at the NCTCOG offices by **5:00 pm CST on April 10, 2026**. Applications received after that time will not be considered and will be returned to the applicant unopened. A postmark by the established deadline does not constitute an on-time application. Project sponsors are encouraged to submit their applications far enough in advance of the submission deadline to allow NCTCOG staff to review applications for completeness.

Submittal Addresses:

Mail:

North Central Texas Council of Governments
Transportation Department – Technology and Innovation
Attn: Braulio Bessa, Transportation Planner II
P.O. Box 5888
Arlington, Texas 76005-5888

Physical Location:

North Central Texas Council of Governments
Transportation Department – Technology and Innovation
Attn: Braulio Bessa, Transportation Planner II
616 Six Flags Drive
Arlington, Texas 76011

FUNDING ADMINISTRATION AND REIMBURSEMENT OF EXPENSES

- Selected applicants will be notified in writing of their selection and the funding amount awarded.
- Project activities may not begin until authorization is received from NCTCOG.
- Costs must be reasonable, necessary, actual, and eligible under the program guidelines.

SCHEDULE

| Date | Action |
|-------------------|------------------------------------|
| October 24, 2025 | STTC Information |
| November 10, 2025 | Public Meeting |
| December 5, 2025 | STTC Action |
| December 11, 2025 | RTC Action |
| January 9, 2026 | Open Call for Ideas (60 Days) |
| February 2, 2026 | Call for Ideas Workshop @ 10:30 am |
| April 10, 2026 | Close Call for Ideas |
| May 22, 2026 | STTC Information – Submitted Ideas |
| June 11, 2026 | RTC Information – Submitted Ideas |
| June 8, 2026 | Public Meeting |
| June 26, 2026 | STTC Action – Submitted Ideas |
| July 9, 2026 | RTC Action – Submitted Ideas |
| September 2027 | Implementation to Begin |

CONTACT INFORMATION

Website: [NCTCOG - Technology Identification Framework](#)

NCTCOG PROJECT STAFF:

Natalie Bettger
Senior Program Manager
Transportation Department
Email: nbettger@nctcog.org
Phone: (817) 695-9280

Braulio Bessa
Transportation Planner II
Transportation Department
Technology and Innovation
Email: bbessa@nctcog.org
Phone: (817) 640-7806

For additional information or questions, contact the NCTCOG Transportation Department.

End of Document



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Human Resources
CM/ DCM/ ACM: Cassey Ogden, Interim City Manager
DATE: April 7, 2026

SUBJECT

Consider approval of a resolution of the City of Denton amending policy no. 104.03 “Performance Reviews” to outline the intention behind Performance Reviews, including creating the opportunity for collaboration within the City, encouraging open communication, reinforcing strengths, identifying opportunities for improvement, and connecting individual contributions to broader organizational goals; declaring an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Pursue Organizational Excellence and Collaborative and Respectful Leadership.

INFORMATION

The City’s Code of Ordinances, Section 2-28, “Policies, Procedures, and Directives,” establishes the definitions and approval processes for policy documents. The City of Denton maintains two types of policy documents: Policies and Administrative Directives.

- **Policies** must be adopted and approved by the City Council. A “Policy” means a statement of overall philosophy and direction, describing goals to be accomplished and programs to be established. To revise a Policy Statement, the City Council must approve the revision.
- **Administrative Directives** are approved and issued by the City Manager to city employees to establish rules and regulations concerning internal operational matters. Administrative Directives do not require City Council review or approval for enactment or revision.

BACKGROUND

- This policy was adopted in 1985 to establish performance management philosophy while maintaining organizational goals.
- Last updated in 1992 with general updates focused on procedures related to facilitating performance reviews.
- The proposed changes and updates:
 - The policy title has been updated to align with current terminology, replacing ‘performance appraisals’ with ‘performance reviews’.
 - Improved clarity and readability; removed procedural steps from policy by clarifying clear roles and responsibilities, prominent section headers, and providing both a revision section and a reference section.

- This policy update contains no budgetary impacts

RECOMMENDATION

Staff recommends approval of the resolution.

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Resolution

Exhibit 3 – Revised Policy No. 104.03 Performance Reviews

Exhibit 4 – Redlined Policy Draft 104.03 Performance Reviews

Respectfully submitted:
Megan Gilbreath
Director of Human Resources

For information concerning this policy, contact:
Sara Kjos, Deputy Director of HR, 940-349-8927

Legal point of contact:
Susan Keller, First Assistant City Attorney, 940-349-8132

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON AMENDING POLICY NO. 104.03 “PERFORMANCE REVIEWS” TO OUTLINE THE INTENTION BEHIND PERFORMANCE REVIEWS, INCLUDING CREATING THE OPPORTUNITY FOR COLLABORATION WITHIN THE CITY, ENCOURAGING OPEN COMMUNICATION, REINFORCING STRENGTHS, IDENTIFYING OPPORTUNITIES FOR IMPROVEMENT, AND CONNECTING INDIVIDUAL CONTRIBUTIONS TO BROADER ORGANIZATIONAL GOALS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Policy No. 104.03 “Performance Reviews” was initially implemented effective July 02, 1985; and

WHEREAS, the Policy was most recently revised and approved by City Council on January 01, 1992; and

WHEREAS, retitling the Policy from “Performance Appraisals” to “Performance Reviews” provides consistency with existing materials; and

WHEREAS, the amended Policy improves clarity and readability, removes rigid procedural steps and clarifies clear roles and responsibilities, provides prominent section headers as well as revision and reference sections; and

WHEREAS, the City Manager recommends adoption of a Performance Reviews policy, and the City Council desires to adopt such a policy. NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The Policy Statement in “Performance Reviews”, which is incorporated in this section, is hereby adopted as an official policy of the City of Denton:

POLICY STATEMENT: The City of Denton values performance management as a vital tool for employee growth, fostering organizational excellence, and ensuring alignment with the City’s mission and values. Supervisors share the responsibility of cultivating an environment where employees receive constructive feedback, recognition, and guidance that enables their success.

Performance Reviews create the opportunity for collaboration within the City. Performance reviews are intended to encourage open communication, reinforce strengths, identify opportunities for improvement, and connect individual contributions to broader organizational goals. Feedback should be ongoing and meaningful, with the formal review serving as a reflective summary of progress over time.

SECTION 2. This Resolution only adopts and approves the “Policy Statement” portion of Policy No. 104.03 of the City of Denton Policies and Procedures Manual. The “Administrative Procedures” portion of the Policy on Policies, Administrative Directives, and Procedures is an administrative procedure describing the means and methods by which City management implements the Policy Statement. The City Manager is authorized to amend and issue such administrative procedures and directives as deemed necessary to implement the Policy related to personnel and internal operational matters.

SECTION 3. The attached policy, as amended, shall be filed in the official records with the City Secretary.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval.

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: | _____ | _____ | _____ | _____ |
| 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

| | |
|------------------------------------|--|
| Policy Number and Title: | 104.03 Performance Reviews |
| Policy Section and Chapter: | Human Resources – Organizational Development |
| Policy Owner & Contact: | Human Resources – (940) 349-7805 |
| Policy or Directive: | Policy |
| Last Revision Date: | 3/03/2026 |

POLICY PURPOSE STATEMENT

The City of Denton values performance management as a vital tool for employee growth, fostering organizational excellence, and ensuring alignment with the City’s mission and values. Supervisors share the responsibility of cultivating an environment where employees receive constructive feedback, recognition, and guidance that enables their success.

Performance Reviews create the opportunity for collaboration within the City. Performance reviews are intended to encourage open communication, reinforce strengths, identify opportunities for improvement, and connect individual contributions to broader organizational goals. Feedback should be ongoing and meaningful, with the formal review serving as a reflective summary of progress over time.

POLICY

The City approaches performance reviews as an opportunity to:

I. Promote Employee Success

Affirm accomplishments, provide clarity on expectations, and support continuous professional growth.

II. Encourage Open Dialogue

Foster two-way communication, allowing employees to share perspectives, raise concerns, and collaborate on solutions.

III. Align Performance with Organizational Goals

Reviews reinforce how individual contributions support the City’s mission, values, and strategic priorities.

IV. Recognize Strengths, Potential, and Achievements

Reviews highlight and acknowledge an employee’s unique talents, skills, and achievements.

V. Support Future Development

Reviews encourage exploration of career interests and development opportunities, guiding employees in reaching their potential within the organization.

VI. Ensure Accountability and Fairness

Reviews provide a consistent, transparent framework for evaluating performance that supports fair recognition and equitable treatment.

ROLES AND RESPONSIBILITIES

I. Employee

- a. Understand the purpose of performance reviews and how they support development.
- b. Complete self-evaluations, actively participate in discussions, provide input on career goals, and take ownership of personal development.

II. Human Resources

a. Administration Division

- i. Manage and troubleshoot technical issues with the Human Resources Information System (HRIS) related to performance review workflows.
- ii. Maintain and update performance review forms and processes within the HRIS system.

b. Employee Relations Division

- i. Utilize performance reviews as a tool to strengthen engagement and accountability within departments.
- ii. Provide consultation to departments, connecting employees, and supervisors with HR resources.

c. Organizational Development Division

- i. Provide training, tools, and guidance to staff on effective performance management.
- ii. Support consistent communication of organizational standards and expectations.
- iii. Ensure performance management practices are applied consistently across the organization.
- iv. Maintain and publish performance reviews reporting and analytics.

III. Supervisor

- a. Clearly communicate job expectations and performance standards.
- b. Administer performance reviews within the HRIS system on the established schedule.
- c. Hold discussions to set goals, communicate expectations, and reinforce job competencies.
- d. Ensure performance reviews are completed timely and meaningfully.

- e. Accountable for ensuring performance reviews and related processes are conducted fairly and consistently.

REFERENCES

- Policy 109.01 - Corrective Action

REVISION HISTORY

| Revision Date | Policy Owner | Summary |
|---------------|-----------------|--|
| 7/02/1985 | Human Resources | • Initial Policy Adoption |
| 1/01/1992 | Human Resources | • General Updates to Admin. Procedures |
| 03/03/2026 | Human Resources | <ul style="list-style-type: none"> • Updates accepted by City Council 03/03/2026 • Clarified inclusive language • Removed procedure from policy |

POLICY/ADMINISTRATIVE PROCEDURE/ADMINISTRATIVE DIRECTIVE

| | |
|--|---|
| SECTION: HUMAN RESOURCES <u>Policy</u> <u>Number and Title:</u> | REFERENCE NUMBER: _____ <u>104.03 Performance Reviews</u> |
| SUBJECT: EMPLOYEE DEVELOPMENT <u>Policy</u> <u>Section and Chapter:</u> | INITIAL EFFECTIVE DATE: _____ <u>07/02/85 Human Resources – Organizational Development</u> |
| TITLE: _____ <u>PERFORMANCE APPRAISAL Policy</u> <u>Owner & Contact:</u> | LAST REVISION DATE: _____ <u>01/01/92 Human Resources – (940) 349-7805</u> |
| <u>Policy or Directive:</u> | <u>Policy</u> |
| <u>Last Revision Date:</u> | <u>x/x/xxxx</u> |

POLICY PURPOSE STATEMENT:

~~It is the policy of The City of Denton and values performance management as a vital tool for employee growth, fostering organizational excellence, and ensuring alignment with the City’s mission and values. Supervisors share the responsibility of the immediate supervisor cultivating an environment where employees receive constructive feedback, recognition, and guidance that enables their success.~~

~~Performance Reviews create the opportunity for collaboration within the City. Performance reviews are intended to annually encourage open communication, reinforce strengths, identify opportunities for improvement, and connect individual contributions to broader organizational goals. Feedback should be ongoing and meaningful, with the formal review each employee’s job performances serving as a reflective summary of progress over time.~~

POLICY

~~The City wants all employees to know how they are doing on the job. Approaches performance review is used to maintain a record of progress and to evaluate job performance. The employee evaluation is based on progress and performance since the last review.~~

~~It is the philosophy of the City to compensate employees in direct relation to the value of the position and their contributions to the success of the City and their department goals and objectives. The City will strive to be competitive at the fiftieth percentile of the composite market based on actual salaries paid within the market.~~

The purposes of the employee performance review are:

- ~~1. To inform the employee of job progress by accurately measuring current performance levels against established criteria.~~
- ~~2. To determine recommendations for wage adjustments, promotions, disciplinary actions, reassignments, etc.~~
- ~~3. To acknowledge and reinforce special talents, skills, capabilities, and other strengths.~~
- ~~4. To provide reviews as an opportunity for employees to give feedback to their supervisor about their jobs; to discuss common problems and possible solutions to:~~

I. Promote Employee Success
Affirm accomplishments, provide clarity on expectations, and support continuous professional growth.

II. Encourage Open Dialogue

Foster two-way communication, allowing employees to share perspectives, raise concerns, and collaborate on solutions.

III. Align Performance with Organizational Goals

Reviews reinforce how individual contributions support the City's mission, values, and strategic priorities.

IV. Recognize Strengths, Potential, and Achievements

Reviews highlight and acknowledge an employee's unique talents, skills, and achievements.

V. Support Future Development

Reviews encourage exploration of career interests, ~~problems,~~ and development opportunities, guiding employees in reaching their potential within the organization.

VI. Ensure Accountability and Fairness

Reviews provide a consistent, transparent framework for evaluating performance that supports fair recognition and ~~concern~~ equitable treatment.

6. To mutually set specific required behaviors for each ROLES AND RESPONSIBILITIES

I. Employee

- a. Understand the purpose of performance rating category, or at the point of hire, reviews and how they support development.
- b. Complete self-evaluations, actively participate in discussions, provide input on career goals, and take ownership of personal development.

II. Human Resources

a. Administration Division

- i. Manage and troubleshoot technical issues with the Human Resources Information System (HRIS) related to establish required behaviors for each performance rating category-review workflows.
- ii. Maintain and update performance review forms and processes within the HRIS system.

b. Employee Relations Division

- i. Utilize performance reviews as a tool to strengthen engagement and accountability within departments.
- ii. Provide consultation to departments, connecting employees, and supervisors with HR resources.

c. Organizational Development Division

- i. Provide training, tools, and guidance to staff on effective performance management.
- ii. Support consistent communication of organizational standards and expectations.
- iii. Ensure performance management practices are applied consistently across the organization.
- iv. Maintain and publish performance reviews reporting and analytics.

III. Supervisor

- a. Clearly communicate job expectations and performance standards.
- b. Administer performance reviews within the HRIS system on the established schedule.
- c. Hold discussions to set goals, communicate expectations, and reinforce job competencies.
- d. Ensure performance reviews are completed timely and meaningfully.
- e. Accountable for ensuring performance reviews and related processes are conducted fairly and consistently.

REFERENCES

- Policy 109.01 - Corrective Action

REVISION HISTORY

| <u>Revision Date</u> | <u>Policy Owner</u> | <u>Summary</u> |
|----------------------|------------------------|----------------------------------|
| <u>7/02/1985</u> | <u>Human Resources</u> | <u>• Initial Policy Adoption</u> |

| | | |
|------------------|------------------------|---|
| <u>1/01/1992</u> | <u>Human Resources</u> | <ul style="list-style-type: none">• <u>General Updates to Admin. Procedures</u> |
| <u>9/16/2025</u> | <u>Human Resources</u> | <ul style="list-style-type: none">• <u>Updates accepted by City Council XX/XX/XXXX</u>• <u>Clarified inclusive language</u>• <u>Removed procedure from policy</u> |



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Christine Taylor
DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Compass Group USA, Inc., for vending machine services for the City; providing for the expenditure of funds therefor; and providing an effective date (RFP 8959 – awarded to Compass Group USA, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$100,000.00).

INFORMATION/BACKGROUND

The City currently utilizes 49 vending machines located throughout various municipal facilities, along with one micro market at the Development Services Building. This contract provides for the installation and servicing of state-of-the-art, current-model vending machines for beverages and snacks, as well as micro market equipment and ongoing maintenance at designated City locations.

Under the proposed agreement, the vendor will supply all machines at no cost to the City. There are no lease fees or monthly charges associated with the equipment. All machines will remain the property of the vendor and will be removed at the conclusion of the contract term or upon termination. The contract also allows the City to request additional machines at any time to meet operational needs.

The City will receive 18% commission on all beverage vending sales and 18% commission on all snack machine vending sales once gross sales minimums are met. Based on the previous year's sales, the expected commission is approximately \$13,000 per year. The commissions received will be used to offset the allocation to the Procurement division.

Request for Proposals was sent to 303 prospective suppliers, including 25 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Four (4) proposals were received, references were checked, and proposals were evaluated based upon published criteria, including qualifications, similar project experience, financial capacity, performance, and price. Best and Final Offers (BAFO) were requested from the top firm. Based upon this evaluation, Compass Group USA, Inc. was ranked the highest and determined to be the best value for the City.

| | |
|---|--|
| NIGP Code Used for Solicitation: | 165, 225, 370, 375, 380, 385, 390, 393, and 740 |
| Notifications sent for Solicitation sent in IonWave: | 303 |
| Number of Suppliers that viewed Solicitation in IonWave: | 39 |
| HUB-Historically Underutilized Business Invitations sent out: | 45 |
| SBE-Small Business Enterprise Invitations sent out: | 134 |
| Responses from Solicitation: | 4 |

RECOMMENDATION

Award a contract with Compass Group USA, Inc., for vending machine services for the City, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$100,000.

PRINCIPAL PLACE OF BUSINESS

Compass Group USA, Inc.
Charlotte, NC

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

EXHIBITS

- Exhibit 1: Agenda Information Sheet
- Exhibit 2: Pricing Evaluation
- Exhibit 3: Ordinance and Contract

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

For information concerning this acquisition, contact: Lori Hewell, 940-349-7100.

Legal point of contact: Leah Bush at 940-349-8333.

Exhibit 2

RFP 8959 - Pricing Evaluation for Vending Machine Services

| | | | | | | | | | | | |
|---|-----------------|---------------|--------------|--------------------------------|--------------------|---------------------|-----------------|---------------------|-----------------|---------------------|-----------------|
| Respondent's Business Name: | | | | Compass Group USA, Inc. | | Jeeves Vending | | Assured Vending LLC | | DenCo Vending LLC | |
| Principal Place of Business (City and State): | | | | Dallas, TX | | Lewisville, TX | | Forth Worth, TX | | Denton, TX | |
| FY 25 Net Sales | Beverage | Snacks | Total | % Commission | Extended | % Commission | Extended | % Commission | Extended | % Commission | Extended |
| Oct '24-Sep '25 | \$70,543.99 | \$78,735.39 | \$149,279.38 | 18.00% | \$26,870.29 | 15% | \$22,391.91 | 12% | \$17,913.53 | 5% | \$7,463.97 |

| Evaluation | | | | |
|---|--------------------------------|-----------------------|----------------------------|--------------------------|
| Standard Criteria | Compass Group USA, Inc. | Jeeves Vending | Assured Vending LLC | DenCo Vending LLC |
| Firm's Qualifications and Capabilities - 15% | 13.00 | 12.00 | 12.00 | 8.00 |
| Similar Project Related Experience and References - 10% | 8.67 | 8.00 | 7.33 | 4.00 |
| Financial Capacity - 20% | 17.33 | 16.00 | 12.00 | 9.33 |
| Performance Standards/Guarantee - 25% | 23.33 | 18.33 | 16.67 | 11.67 |
| Price, Total Cost of Ownership - 30% | 30.00 | 25.00 | 20.00 | 8.33 |
| Total Score: | 92.33 | 79.33 | 68.00 | 41.33 |

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH COMPASS GROUP USA, INC., FOR VENDING MACHINE SERVICES FOR THE CITY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8959 – AWARDED TO COMPASS GROUP USA, INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$100,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for vending machine services for the City; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; 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 items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

| <u>RFP</u> <u>NUMBER</u> | <u>CONTRACTOR</u> | <u>AMOUNT</u> |
|-----------------------------|-------------------------|---------------|
| 8959 | Compass Group USA, Inc. | \$100,000.00 |

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals 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 Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish

to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the 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 Proposal and related documents herein approved and accepted.

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 [___ - ___]:

| | 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 _____, 2026.

GERARD HUDSPETH, MAYOR

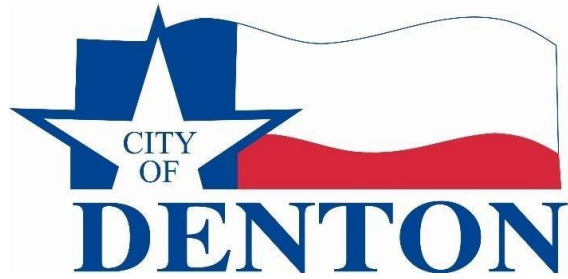
ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

 Scott Bray
Deputy City Attorney



DocuSign City Council Transmittal Coversheet

| | |
|--------------------------|--------------------------|
| RFP | 8959 |
| File Name | Vending Machine Services |
| Purchasing Contact | Christina Dormady |
| City Council Target Date | |
| Piggy Back Option | Yes |
| Contract Expiration | |
| Ordinance | |

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND COMPASS GROUP USA, INC.
(Contract #8959)**

THIS CONTRACT is made and entered into this date _____, by and between COMPASS GROUP USA, INC. a Delaware corporation, whose address 2400 YORKMONT ROAD, CHARLOTTE, INC 28217, 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 their 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 services in accordance with the City’s RFP# 8959 Vending Machine Services, a copy of which is on file at the office of the 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 RFP 8959 (the “Solicitation”) (**Exhibit “B” on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit “C”**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit “D”**);
- (e) Insurance Requirements (**Exhibit “E”**);
- (f) Contractor’s Proposal (“Contractor’s Offer”) (**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 Contract, 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 Contract.* 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 2276 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 Contract.*** 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 Contract, 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 this 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

Section 2252 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 Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract 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 2275, 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 Contract in the year and day first above written.

BY:
CONTRACTOR
COMPASS GROUP USA, INC.

DocuSigned by:

Shawn Grider

454DD844CA1C488
Authorized Signature

Printed Name: Shawn Grider

Title: President of Operations Texas

Email Address: Shawn.Grider@compass-usa.com

2025-1391675

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:

Leah Bush

BY:

3A6254145BDA469...

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

Signed by:

M. Hamilton

SIGNATURE

Chief Financial Officer

TITLE

Finance

DEPARTMENT

Contract 8959

Exhibit A **Special Terms and Conditions**

1. Total Contract Amount

The contract total for services shall not exceed \$100,000. Pricing shall be per Exhibit F attached.

2. 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.

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional FOUR (4) 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 Supplier'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.

4. Price Escalation and De-escalation

The initial prices for the services shall be per Exhibit F and are based upon distribution and market costs. Canteen may increase prices in the event of any changes in market conditions with written notice to purchasing@cityofdenton.com noting the solicitation number.

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

5. Performance Liquidated Damages Omitted

6. Cooperative Purchasing

It is the intent of the City that any contract resulting from this solicitation be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including, but not limited to, the *Texas Government Code Chapter 791*. The Contractor agrees to make the same pricing, terms, and conditions available to any eligible public agency, political subdivision, or governmental entity that elects to purchase under this Contract, provided that such entity issues its own purchase order or agreement referencing the City's contract. Each such participating entity shall be responsible solely for its own obligations, including issuance of purchase orders, receipt of goods or services, and payment of invoices. The City shall not be responsible for the performance or payment of any obligations incurred by such

participating entities.

7. **City grants Contractor, as an independent contractor, the exclusive right to provide and install vending, water, and coffee related equipment to dispense food, beverages, snacks, ice cream, water, coffee, or other related products supplied by Contractor at the sites and facilities identified in the applicable locations exhibit. Vend Pro will install, maintain and service the Equipment in a sanitary manner in accordance with industry standards and all federal, state and local laws. As Client needs evolve during the Agreement, or in the event that a piece of Equipment is not generating an appropriate volume of Net Sales. Vend Pro may, change or remove Equipment types or styles, with the written approval of the client.**

Exhibit B
City of Denton's [RFP] 8959 File

On File at the Office of the Purchasing Agent

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. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor. 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, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 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 or Exhibit A, this Contract shall be effective as of the date this 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 Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, 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 Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's 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 in 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 to perform but not afterward. 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.

9. PLACE AND CONDITION OF WORK: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. 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 This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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 (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) 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.

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, 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, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. 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 Contractor 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 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, invoice date, the purchase 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.

F. Contractor must submit invoices no later than thirty (30) calendar days after termination or expiration of the Contract. Any invoices sent after that date will be considered noncompliant and will not be approved for payment.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

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, including, but not limited to, those in Paragraph D , below, 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 such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to 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 liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, 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 to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or

account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

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 Contractor acknowledges and agrees that 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 will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. 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 or liability to the City, nor removal fees, cancellation fees, or the like 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 Documents. 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 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 fifteenth (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 Contractor's 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 Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, 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 (5) 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. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. 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. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (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.

C. 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 ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "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 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 Documents, 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 Contractor's 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 Contractor's 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 the event Contractor breaches this warranty, 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, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

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 Contract Documents, 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. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

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 or required by the Solicitation, the warranty period shall be at least one (1) 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.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided to 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, or alternatively, at the City's option, render this Contract voidable.

B. If Contractor fails to perform the Services in accordance with the standard set forth above, Contractor's sole obligation, upon prompt written notice from the City, will be to reperform the non-conforming Services. The City shall provide written notice of any claimed non-conformance within a reasonable time after discovery. All cost of such reperformance shall be born by the Contractor.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above 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 (being a minimum of 5 days) 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:

A. 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 25, (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.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. TERMINATION FOR CAUSE: In the event of a default by either party, the non-breaching party shall give the other party written notice citing the specifics of such breach, and such notice shall include copies of any and all documented failures prior to such notice date. If, within sixty (60) days from such notice, the failure has not been corrected, the non-breaching party may terminate this Agreement effective thirty (30) days after the end of such sixty (60) day period.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon ninety (90) 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, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. FRAUD: Fraudulent statements by the Contractor in any offer, Contract Document, 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 53. 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. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. 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. TO THE EXTENT AUTHORIZED BY THE LAWS OF THE STATE OF TEXAS AND WITHOUT WAIVING ANY APPLICABLE IMMUNITY, EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER FROM ANY AND ALL LOSSES, DAMAGES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES ARISING OUT OF OR RESULTING FROM CLAIMS OR ACTIONS FOR BODILY INJURY, DEATH, SICKNESS, PROPERTY DAMAGE, ANY BREACH OR DEFAULT HEREUNDER, OR OTHER INJURY OR DAMAGE IF CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SUCH PARTY (EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OF THE OTHER PARTY, ITS EMPLOYEES OR AGENTS). NOTIFICATION OF AN EVENT GIVING RISE TO AN INDEMNIFICATION CLAIM MUST (A) BE RECEIVED BY THE INDEMNIFYING PARTY NO LATER THAN THIRTY (30) DAYS AFTER THE PARTY TO BE INDEMNIFIED RECEIVES NOTICE OF THE CLAIM OR LAWSUIT ACCOMPANIED BY COPIES OF THE SUMMONS, COMPLAINT OR OTHER RELEVANT DOCUMENTS RELATING TO THE CLAIM OR LAWSUIT; AND (B) INCLUDE A BRIEF FACTUAL SUMMARY OF THE DAMAGE AND CAUSE THEREOF. INDEMNIFICATION HEREUNDER IS EXPRESSLY SUBJECT TO, AND CONDITIONED UPON, COMPLIANCE WITH THE FOREGOING NOTICE PROVISIONS.

33. LIMITATION OF LIABILITY: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. INSURANCE: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. 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 Contract 8959

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.

36. 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.

37. 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. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. INDEMNIFICATION 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. Moreover, Contractor does not know of any valid basis for any such claims.

39. CONFIDENTIALITY: Each Party may receive non public, confidential, or proprietary information of the other Party in connection with this Agreement. Each Party agrees to keep such information confidential and not to disclose it to any third party except to its employees, agents, contractors, or advisors who have a need to know such information for purposes of performing or administering this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein. Neither Party shall use the other Party's confidential information for any purpose other than performance of this Agreement. The foregoing obligations shall not apply to information that is or becomes publicly available through no fault of the receiving Party, is already known by the receiving Party without restriction, is rightfully received from a third party without restriction, or is independently developed without use of the disclosing Party's confidential information. If disclosure is required by law, the receiving Party shall give prompt

notice to the disclosing Party to the extent legally permitted.

40. OWNERSHIP AND USE OF DELIVERABLES: Omitted.

41. 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.

42. 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 necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. 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.

44. 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.

45. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances and/or State law. 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 codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. 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. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. NO SUBCONTRACTING BID AFTER AWARD: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be
Contract 8959

permitted without the express prior written consent of the City.

47. NO GIFT OF PUBLIC PROPERTY: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. 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 their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and enure 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 merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. 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. 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.

51. 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 submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. 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. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. 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.

53. 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, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. 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 participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. 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.

55. 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.

56. 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 |
| Veteran's Day |
| Thanksgiving Day |
| 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 their authorized designee.

57. 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 for fifteen (15) years.

58. 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, 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.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

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

60. **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 Contractor 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 Certificate”.

61. **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.

62. **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.

63. **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 for Denton County, Texas (WD-2509).

64. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor 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; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor 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 Contractor's omission or breach of this Section.

66. **ATTORNEY'S FEES; LEGAL COSTS:** In any legal action or other proceeding arising out of or related to this Agreement, each Party shall bear its own attorney's fees and legal costs, except to the extent otherwise required by applicable law.

67. **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.

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

69. FORCE MAJEURE: The City of Denton, any Customer, and the Contractor 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 Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor 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.

70. 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.

71. 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.

72. RECORDS RETENTION: The Contractor 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 Contractor 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 Contractor 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. In the event the value of this Contract is One Million (\$1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contract; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. PROCUREMENT LAWS: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms

Contract 8959

provided by the Contractor are considered null and void.

74. **AUTHORITY:** Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

Exhibit D
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/](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 with the contract number in the subject line.
(EX: Contract 1234 – 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.

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

\$1,000,000.00 per occurrence and \$2,000,000.00 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: \$500,000.00 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 F
RFP - 8559 Vending Machines

| | | |
|--|---|--|
| | Respondent's Name: | Compass Group USA, Inc. |
| | Principal Place of Business (City and State) | 2643 N Interstate 35E Ste 200. Carrollton, TX 75007 |
| | Respondent is a Corporation, Partnership, sole Proprietorship, Individual? | Corporation |

| | Product Description | UOM | | |
|---------------|---|------------|--------------------|--|
| Item # | BEVERAGES (Lower Pricing preferred by City.) | | Price in \$ | Final Offer to Percentage Commission to be paid to the City |
| 1 | 20 oz Soft Drinks (All Major brands accepted) | EA | 2.00 | 18% |
| 2 | 12 oz Soft Drinks (All Major brands accepted) | EA | 1.25 | 18% |
| 3 | 20 oz Bottled Water | EA | 1.75 | 18% |
| 4 | 20 oz Gatorade | EA | 2.25 | 18% |
| 5 | Cold Coffee Beverages | EA | 3.25 | 18% |
| 6 | 16 oz Monster | EA | 3.25 | 18% |
| 7 | 8 OZ Red Bull | EA | 3.25 | 18% |
| 8 | 100% Juice | EA | 2.25 | 18% |

| Item # | SNACKS (Lower pricing preferred by City) | UOM | Price in \$ | Final Offer to Percentage Commission to be paid |
|---------------|---|------------|--------------------|--|
| 9 | Chips (Large bags of all Major Brands) | EA | 1.50 | 18% |
| 10 | Candy Items | EA | 1.50 | 18% |
| 11 | Cookies | EA | 1.50 | 18% |
| 12 | Pastry | EA | 1.75 | 18% |
| 13 | Nuts | EA | 1.50 | 18% |
| 14 | Gum & Mints | EA | 1.50 | 18% |

| <u>Gross Sales Minimums</u> | |
|------------------------------------|------------------|
| Per Machine | \$0 |
| Micro Market | \$2150 per month |

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.

Compass Group USA, Inc., by and through its Canteen Division

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

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

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

N/A

Name of Officer

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

N/A

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 DocuSigned by:
Shawn Grider

4F4DBB44CA1C468...

November 20, 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>. 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: A7FEE964-86D6-4E0F-BE31-F9E3A2491DA7

Status: Sent

Subject: Please DocuSign: City Council Contract 8959 Vending Machine Services

Source Envelope:

Document Pages: 38

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christina Dormady

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

christina.dormady@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christina Dormady

Location: DocuSign

3/23/2026 3:56:35 PM

christina.dormady@cityofdenton.com

Signer Events

Signature

Timestamp

Christina Dormady

Completed

Sent: 3/23/2026 4:07:19 PM

christina.dormady@cityofdenton.com

Viewed: 3/23/2026 4:09:19 PM

Buyer

Signed: 3/23/2026 4:10:24 PM

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

Initial

Sent: 3/23/2026 4:10:27 PM

lori.hewell@cityofdenton.com

Viewed: 3/23/2026 4:22:10 PM

Purchasing Manager

Signed: 3/23/2026 4:23:58 PM

City of Denton

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 47.186.215.183

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leah Bush

Signed by:

3A6254145BDA469...

Sent: 3/23/2026 4:24:00 PM

leah.bush@cityofdenton.com

Viewed: 3/23/2026 4:46:23 PM

Assistant City Attorney

Signed: 3/23/2026 4:49:13 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 2600:387:15:1213::6

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shawn Grider

DocuSigned by:

4F4DDB44CA1C468...

Sent: 3/23/2026 4:49:16 PM

Shawn.Grider@compass-usa.com

Resent: 3/24/2026 11:09:04 AM

President of Operations Texas

Viewed: 3/24/2026 12:34:04 PM

Canteen

Signed: 3/24/2026 2:15:43 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address:

2605:59c8:45e7:ff10:81c:e43e:a64e:d255

Signed using mobile

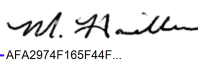
Electronic Record and Signature Disclosure:

Accepted: 3/23/2026 5:49:32 PM

ID: 0ba6a03e-490a-4a6f-82e8-9f857afab434

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Matt Hamilton
matthew.hamilton@cityofdenton.com
Chief Financial Officer
City of Denton
Security Level: Email, Account Authentication (None)

Signed by:

AFA2974F165F44F...
Signature Adoption: Uploaded Signature Image
Using IP Address: 198.49.140.10

Sent: 3/24/2026 2:15:46 PM
Viewed: 3/24/2026 2:28:29 PM
Signed: 3/24/2026 4:51:28 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Sent: 3/24/2026 4:51:32 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cassey Ogden
Cassey.Ogden@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: 3/23/2026 4:10:27 PM

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

COPIED

Sent: 3/24/2026 4:51:31 PM
Viewed: 3/24/2026 5:01:58 PM

| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|
|---------------------------|---------------|------------------|

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

Cheyenne Defee

Cheyenne.defee@cityofdenton.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

| | | |
|------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 3/23/2026 4:07:19 PM |
| Envelope Updated | Security Checked | 3/24/2026 7:52:37 AM |
| Envelope Updated | Security Checked | 3/24/2026 7:52:37 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: | <ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

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

Acknowledging your access and consent to receive materials electronically

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
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: April 7, 2026

SUBJECT

Consider approval of a resolution of the City of Denton allowing Union Bear Brewing Company to sell alcoholic beverages at the Amplify Denton event on Saturday, April 18, 2026, from 1:00 p.m. to 11:00 p.m. at the Greater Denton Arts Council in Denton, Texas, upon satisfying certain conditions; authorizing the City Manager to execute an agreement in conformity with this resolution; and providing for an effective date.

BACKGROUND

Amplify Denton is a music and arts festival that serves as a fundraiser for the Greater Denton Arts Council (GDAC) and the Denton Music and Arts Collective. There will be both an indoor and outdoor stage, vendors and an art auction.

Amplify Denton has partnered with Union Bear Brewing Company to provide these services. Union Bear Brewing Company will be responsible for obtaining the temporary license and permit required to sell alcoholic beverages at Greater Denton Arts Council and will provide Liquor (Dram shop) Liability Insurance in the amount of \$1,000,000 per occurrence. The Greater Denton Arts Council will be responsible for providing police security at the event and will provide Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to indemnify the City of Denton against any liability incident(s) pending approval of the request.

OPTIONS

Approve, amend or deny.

RECOMMENDATION

Staff recommends approval.

PRIOR ACTION/REVIEW

Greater Denton Arts Council has previously requested permission for alcohol sales for the Amplify Denton on March 22, 2025.

FISCAL INFORMATION

Amplify Denton receives \$860.00 for In-Kind Sponsorship for this event.

EXHIBITS

Exhibit 1- Agenda Information Sheet

Exhibit 2- Resolution

Respectfully submitted:
Allison Wing,
Interim Parks and Recreation Director

Prepared by:
Barry Feldner, Parks and Recreation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON ALLOWING UNION BEAR BREWING COMPANY TO SELL ALCOHOLIC BEVERAGES AT THE AMPLIFY DENTON EVENT ON SATURDAY, APRIL 18, 2026, FROM 1:00 P.M. TO 11:00 P.M. AT THE GREATER DENTON ARTS COUNCIL IN DENTON, TEXAS, UPON SATISFYING CERTAIN CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN CONFORMITY WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Greater Denton Arts Council will host Amplify Denton, on Saturday, April 18, 2026, from 1:00 p.m. to 11:00 p.m. at the Greater Denton Arts Council in Denton, Texas; and

WHEREAS, Union Bear Brewing Company has requested that they be allowed to sell alcoholic beverages at Amplify Denton; and

WHEREAS, the City Council deems it in the public interest to authorize the City Manager, or her designee, to allow Union Bear Brewing Company to sell alcoholic beverages at Amplify Denton on Saturday, April 18, 2026, from 1:00 p.m. to 11:00 p.m., so long as certain conditions are met by the Greater Denton Arts Council NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein

SECTION 2. Union Bear Brewing Company shall be allowed to sell alcoholic beverages at the Amplify Denton on Saturday, April 18, 2026, from 1:00 p.m. to 11:00 p.m. in Denton, Texas, upon entering into and complying with the attached agreement with the City of Denton and satisfying the following conditions:

1. Union Bear Brewing Company shall be responsible for securing the space needed to sell alcoholic beverages at GREATER DENTON ARTS COUNCIL in Denton, Texas;
2. Union Bear Brewing Company shall abide by all laws, resolutions, rules, and regulations, and will be responsible for obtaining the temporary license and permit required to sell alcoholic beverages at Avenue A and Mulberry Street in Denton, Texas;
3. Union Bear Brewing Company shall furnish Liquor (Dram shop) Liability Insurance in the amount of \$1,000,000 per occurrence and agrees to indemnify the City against any liability incident(s) related the sale of alcoholic beverages;
4. GREATER DENTON ARTS COUNCIL will provide Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence and agrees to indemnify the City against any liability incident(s) related to the event and the sale of alcoholic beverages;

5. GREATER DENTON ARTS COUNCIL shall provide the security necessary for the sale of alcoholic beverages.

SECTION 3. The City Manager, or designee, is authorized to execute an agreement in conformity with this Resolution, which shall be substantially in the form of the agreement attached hereto and made a part hereof by reference.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this Resolution was made by _____ and seconded by _____. This Resolution 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

A handwritten signature in blue ink, appearing to read "Amanda Reinwand".

BY: _____



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton granting Greater Denton Arts Council a noise exception for the Amplify Denton event on Saturday, April 18, 2026, from 1:00 p.m. to 11:00 p.m. at Greater Denton Arts Council; and providing an effective date.

BACKGROUND

Amplify is a music and arts festival that serves as a fundraiser for the Greater Denton Arts Council (GDAC) and the Denton Music and Arts Collective. There will be both an indoor and outdoor stage, vendors and an art auction.

Amplify Denton is requesting an exception to the noise ordinance with respect to sound levels from 70 dba to 75 dba and hours of operation on Saturday, April 18, 2026, from 1 p.m. to 11 p.m., at the Greater Denton Arts Council.

RECOMMENDATION

Staff recommends approval.

ESTIMATED SCHEDULE OF PROJECT

N/A

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

N/A

FISCAL INFORMATION

Amplify Denton receives \$860.00 for In-Kind Sponsorship for this event.

BID INFORMATION

N/A

EXHIBITS

Exhibit 1- Agenda Information Sheet

Exhibit 2- Ordinance

Prepared by:
Barry Feldner
Parks and Recreation

Respectfully submitted by:
Allison Wing
Interim Parks and Recreation Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING GREATER DENTON ARTS COUNCIL A NOISE EXCEPTION FOR THE AMPLIFY DENTON EVENT ON SATURDAY, APRIL 18, 2026, FROM 1:00 P.M. TO 11:00 P.M. AT THE GREATER DENTON ARTS COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20 of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels or hours of operation when the public interest will be served thereby; and

WHEREAS, The Greater Denton Arts Council has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the Amplify Denton event, which will be held on Saturday, April 18, 2026, from 1:00 p.m. to 11:00 p.m., at the Greater Denton Arts Council in Denton, Texas; and

WHEREAS, Amplify Denton is music and arts festival that serves as a fundraiser for the Greater Denton Arts Council (GDAC) and the Denton Music and Arts Collective (DMAC); and

WHEREAS, the City Council of the City of Denton finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, Amplify Denton is hereby granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of the Amplify Denton event in Denton, Texas, on Saturday, April 18, 2026, from 1:00 p.m. to 11:00 p.m.
2. Amplify Denton agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.
3. Amplify Denton agrees to cease using amplified loudspeakers on Saturday, April 18, 2026 at 11:00 p.m.
4. Under no circumstances shall Amplify Denton employ the use of amplified loudspeakers past 11:00 p.m. on Saturday, April 18, 2026.
5. The Director of Parks and Recreation may approve modifications to the dates and times of the events.

6. Under no circumstances shall Amplify Denton employ the use of amplified loudspeakers that exceeds 75 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

7. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.

8. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17-20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in connection with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the Amplify Denton on Saturday, April 18, 2026, at 11:00 p.m.

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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation
ACM: Christine Taylor, Assistant City Manager
DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton granting Ashes Smoke Shop Denton a noise exception for the Ashes 420 Festival event on Monday, April 20, 2026, from 11:00 a.m. to 11:00 p.m. at Ashes Smoke Shop Denton; and providing an effective date.

BACKGROUND

Ashes Smoke Shop, LLC will host the 13th Annual Ashes 420 Festival at 420 S. Carroll Blvd in Denton on April 20, 2026. Ashes Smoke Shop, LLC started hosting this small music festival event in Denton in 2015. The expected attendance for this year's event is 1,000 throughout the course of the 12-hour event.

Ashes 420 Festival is requesting an exception to the noise ordinance with respect to sound levels from 70 dba to 75 dba and hours of operation on Monday, April 20, 2026, from 11 a.m. to 11 p.m., at Ashes Smoke Shop Denton. City Council approved an exception to the noise ordinance for this event from 2022 through 2025.

Denton Police Department and Special Event Staff are working with event organizers to meet the special event permit requirements including event security.

Ashes Smoke Shop, LLC. previously held the 12th Annual Ashes 420 Festival on April 20, 2025. No incidents or complaints from the 2025 event were reported to staff.

RECOMMENDATION

Staff recommends approval as The Ashes 420 Festival has met all notification and safety requirements as outlined in the special even1503t approval process.

ESTIMATED SCHEDULE OF PROJECT

N/A

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On August 20, 2024, City Council approved an exception to the noise ordinance for the 9th Annual Ashes 420 Festival under Ordinance 24-1503 No incidents or complaints from the 2024 or 2025 event were reported to staff.

FISCAL INFORMATION

N/A

BID INFORMATION

N/A

EXHIBITS

Exhibit 1- Agenda Information Sheet

Exhibit 2- Ordinance

Prepared by:
Barry Feldner
Parks and Recreation

Respectfully submitted by:
Allison Wing
Interim Parks and Recreation Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING ASHES SMOKE SHOP DENTON A NOISE EXCEPTION FOR THE ASHES 420 FESTIVAL ON MONDAY, APRIL 20, 2026, FROM 11:00 A.M. TO 11:00 P.M. AT ASHES SMOKE SHOP DENTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20 of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels or hours of operation when the public interest will be served thereby; and

WHEREAS, The Ashes Smoke Shop Denton has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the Ashes 420 Festival, which will be held on Monday, April 20, 2026, from 11:00 a.m. to 11:00 p.m., at Ashes Smoke Shop in Denton, Texas; and

WHEREAS, The Ashes 420 Festival is musical festival celebrating cultural significance. The event will take place at Ashes Smoke Shop Park and include musical performances from local musicians; and

WHEREAS, the City Council of the City of Denton finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, Ashes 420 Festival is hereby granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of the Ashes 420 Festival event in Denton, Texas, on Monday, April 20, 2026, from 11:00 a.m. to 11:00 p.m.
2. Ashes 420 Festival agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.
3. Ashes 420 Festival agrees to cease using amplified loudspeakers on Monday, April 20, 2026 at 11:00 p.m.
4. Under no circumstances shall Ashes 420 Festival employ the use of amplified loudspeakers past 11:00 p.m. on Monday, April 20, 2026.
5. The Director of Parks and Recreation may approve modifications to the dates and times of

the events.

6. Under no circumstances shall Ashes 420 Festival employ the use of amplified loudspeakers that exceeds 75 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.
7. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.
8. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17-20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in connection with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the Ashes 420 Festival on Monday, April 20, 2026, at 11:00 p.m.

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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

A handwritten signature in blue ink, appearing to read "Amanda Ryan". The signature is stylized with a large initial "A" and a long horizontal stroke.

BY: _____



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Community Services

CM/ DCM/ ACM: Chirstine Taylor

DATE: April 7, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, amending the Denton Development Code Subchapter 2 Section 2.12 Affordability Incentive Procedures; amendments include but are not limited to Subsection 2.12.4, Procedure, removing the Right of First Refusal requirement; Subsection 2.12.6, Affordability Incentive Qualifications, clarifying application to developments with 19 or fewer units; Table 2.12-B, adjusting qualifications to reflect prevailing market rates and make incentives easier to access; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; and providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the amendment. Motion for approval by Commissioner Ketchersid and second by Commissioner Riggs. (DCA26-0001, Affordability Incentives, Leia Atkinson).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Foster Economic Opportunity and Affordability.

BACKGROUND

The Section 2.12 Affordability Incentive Program was created October 15, 2024 with the adoption of Section 2.12 into the Denton Development Code. The program offers nine different zoning-related incentives for residential developments that commit to leasing or selling a proportion of their homes or units to low-income households at set affordability thresholds. Incentives (listed in Figure 2 below) include reductions in the minimum requirements for lot dimensions, building setbacks, landscaping, and parking. Since October 2024, four multifamily developments and two infill single family developments have applied for incentives. Two of the multifamily developments have executed incentive agreements and are in the early stages of construction. Through program review, staff have identified four opportunities for improvement that would make the program more accessible, more enticing for all developers, and align the program with the City's priorities on Affordable for Denton housing. The proposed changes are detailed as a redline markup of the current code language in Exhibit 3 while a clean version of revised text can be found in Exhibit 4.

The Planning and Zoning Commission held a public hearing and recommended approval of this amendment [5-0] on March 18, 2026 ([DCA26-0001](#)).

Applications to date

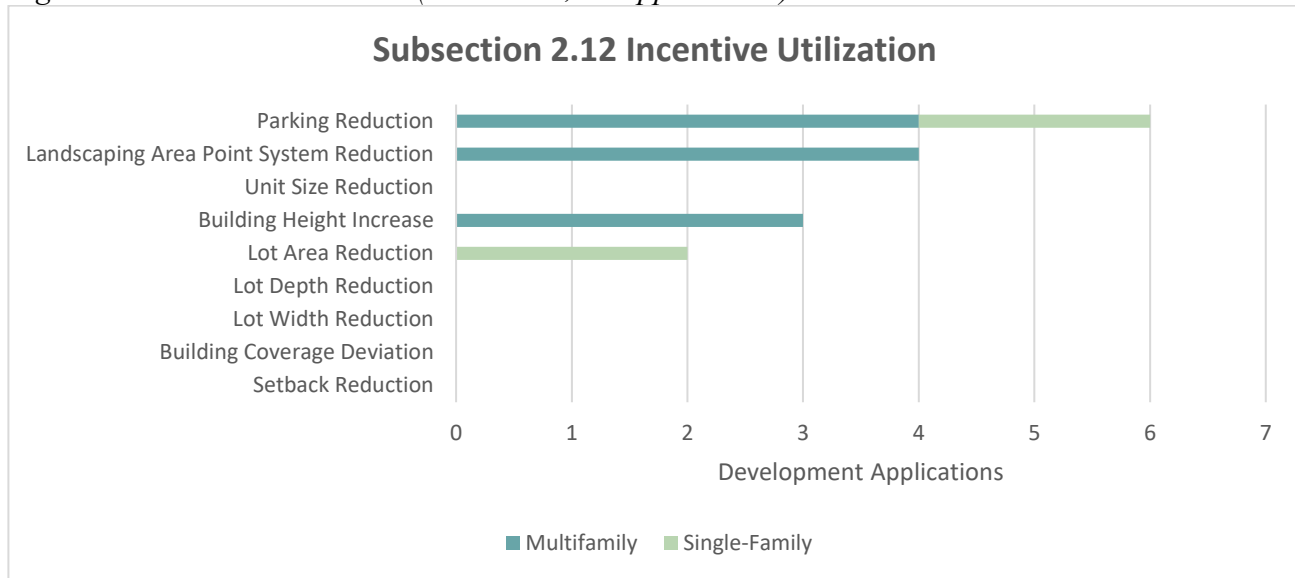
As of January 2026, six development teams have submitted applications. Four of these applications are multifamily rental developments, and two are single family homeownership developments. Both single-family projects are infill projects, meaning a small project in an established neighborhood. Two are in construction, three are in the development process, and one is still awaiting funding award.

Figure 1 – Incentive applications to date

| Development | Status | Occupancy Type | Building Type | Developer | Financing Tools | Total Units |
|-------------------------------------|--------------------|--------------------|---------------|---------------------------------------|-----------------------|-------------|
| Stella Haven | Under Construction | Rental | Multi-Family | Stella Haven, LP | 9% Housing Tax Credit | 88 |
| Roselawn Village | Under Construction | Rental | Multi-Family | NRP Lone Star Development LLC | 4% Housing Tax Credit | 297 |
| Robertson Development | In Development | Ownership | Single-Family | Denton Affordable Housing Corporation | HOME | 3 |
| Hinkle Development | In Development | Rental & Ownership | Single-Family | Denton Affordable Housing Corporation | American Rescue Plan | 14 |
| McAdams Haven | In Development | Rental | Multi-Family | Denton Affordable Housing Corporation | 9% Housing Tax Credit | 84 |
| Palladium Denton West Living | Applied | Rental | Multi-Family | Palladium USA International, Inc. | 9% Housing Tax Credit | 120 |

To date, only four of the nine incentives have been applied for. All six applicants have applied for the parking reduction, all four multifamily developments have applied for the reduction to the landscaping area point system, three multifamily projects have applied for the building height increase, and both single-family developments applied for the lot size reductions.

Figure 2 - Incentive utilization (total count, all applications)



DISCUSSION

Proposed Changes

Removing the Right of First Refusal Requirement

The Right of First Refusal Requirement provides the City the right to purchase any property where incentives were utilized if the owner seeks to sell within the 30-year affordability period.

This creates a situation where a low-income homebuyer would need to first offer the City Right of First Refusal on their home if they sought to sell it within 30 years of the home being built. Additionally, this requirement causes significant administrative difficulties for Housing Tax Credit developments, which typically have syndicators and/or non-profit partners who also require Right of First Refusal and have expressed that they would not be willing to subordinate their right to the City's.

The Right of First Refusal requirement does not provide significant affordability protections, causes administrative complications, creates an undue burden on low-income home buyers, and does not align with long-term City real estate planning.

Increase Access to Incentives

Staff propose simplifying qualification requirements such that 15% of units as affordable allows access to any number of the nine incentives.

Under the current qualification requirements, developers can access up to three incentives by dedicating 20% of the total units as affordable. In order to access more than three incentives, developers must dedicate a higher amount of the units as affordable, up to 65% of units.

Figure 3 – Current qualification table

| TABLE 2.12-B: Number of Incentives Granted Per Percent of Units held Affordable | | | | |
|--|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Income Category | Percent of Units Affordable | Percent of Units Affordable | Percent of Units Affordable | Percent of Units Affordable |
| NUMBER OF INCENTIVES | 3 or fewer | 4 or 5 | 6 or 7 | 8 or 9 |
| Income Category | 5% | 10% | 15% | 20% |
| Extremely Low Income (<30% AMI) | 10% | 15% | 20% | 25% |
| Very Low Income (<50% AMI) | 5% | 10% | 15% | 20% |
| TOTAL PERCENT OF UNITS AFFORDABLE | 20% | 35% | 50% | 65% |
| DURATION OF AFFORDABILITY | 30 years | | | |

Figure 4 – Proposed qualification table

| Table 2.12-B Minimum Percent of Units held Affordable to Qualify | | |
|--|-----------------|----------------|
| Income Category | Rental | Homeownership |
| Extremely Low Income (<30% AMI) | 5% | - |
| Very Low Income (<50% AMI) | 10% | - |
| Low – Moderate Income (<80% AMI) | - | 15% |
| TOTAL PERCENT OF UNITS AFFORDABLE | 15% | 15% |
| DURATION OF AFFORDABILITY | 30 years | 5 years |

Of the six applications received thus far, none have elected to use more than three incentives, although some were qualified for more. Some incentives are more applicable to single family developments (three related to lot size and setback requirements) and some are more applicable to multifamily (landscaping area point system, height increase). Making all nine incentives available at the threshold level of affordability could simplify the program.

Adjust Requirements to Reflect Market Rate

Another proposal is to adjust qualification requirements to consider the separate market rates of the rental and homeownership markets as well as the City’s priorities around Affordable for Denton development.

The program should remove the low-income (80%-50%) Area Median Income (AMI) requirements for rental developments, as Denton’s market rental rate typically falls above 60% AMI, and low-income rental units are not considered Affordable for Denton, as discussed in the November 18, 2025 City Council work session on the Low-Income Housing Tax Credit Policy ([ID 25-1392](#)).

The program could set low-income as the only target income bracket for homeownership developments as Denton’s market sales prices typically fall above 90% AMI, with a median home value of \$379,900 (2024 American Community Survey). Furthermore, current construction costs create a significant financial barrier to selling newly constructed homes at the 50% AMI sales price maximum of \$158,400 for a two-bedroom.

The program should adjust the affordability period to five years for homeownership developments in order to align with other existing homebuyer assistance programs and allow low-income homebuyers greater flexibility.

Clarify Requirements for Small Developments

Affordability qualifications currently require units at three different levels of affordability in increments of 5% of the development’s total homes. This proved difficult for staff to interpret and uniformly apply to developments of less than 20 total homes. Clarification on procedures would help staff qualify small developments in a standard way.

To encourage infill development, the program could set favorable requirements to qualify developments with less than 20 homes, requiring a slightly smaller percentage of homes or allowing higher income targets. This could make the program more financially accessible to infill developments, which have fewer units overall to spread development costs across.

The program has so far been effective at making infill projects more viable from a zoning compliance perspective but poses additional financial and administrative challenges for these projects.

OPTIONS

1. Recommend approval of the Denton Development Code text amendments as presented
2. Recommend approval of the Denton Development Code text amendments with conditions
3. Recommend denial
4. Postpone to a date certain to allow for further deliberation

EXHIBITS

1. Agenda Information Sheet
2. Staff Analysis
3. Presentation
4. 2.12 Affordability Incentive Procedures (Proposed, Redlines)
5. 2.12 Affordability Incentive Procedures (Proposed)
6. Draft Ordinance

Respectfully submitted:
Jesse Kent
Director of Community Services

Prepared By:
Leia Atkinson
Housing Programs Coordinator

Staff Analysis

DCA26-0001a/ Affordability Incentive Procedures Amendment

REQUEST:

This is a City-initiated Code amendment to the Denton Development Code (DDC), amending Section 2.12: *Affordable Housing Incentive Procedures* for the purpose of increasing access to the program.

CONSIDERATIONS:

Subsection 2.7.4D of the DDC states that an application for a DDC text amendment may be approved upon consideration of the following criteria as to whether and to what extent the proposed amendment:

1. *Is consistent with the Comprehensive Plan, other adopted plans, and other city policies;*

The proposed Code amendment is consistent with the following Comprehensive Plan policies and actions, and the City's Affordable Housing Strategic Toolkit:

Denton 2040 Comprehensive Plan

Policy 3.1 Use the Future Land Use Map (FLUM), the 2020 Economic Development Strategic Plan, and the 2021 Affordable Housing Needs Market Value Analysis to ensure adequate development areas exist to support a self-sustaining economy with a diversity of live/work/play development opportunities.

Action 3.1.2 Partner and collaborate with developers to provide sufficient workforce housing to meet market demands and diversify housing choices.

Action 3.1.4 Evaluate the need for additional development code standards that encourage infill and redevelopment, and remove growth impediments in the area of Denton that is incorporated.

Policy 3.12 Encourage more dense development to increase market feasibility and create vibrancy.

Action 3.12.1 Reference the Comprehensive Plan fiscal impact analysis and the 2021 Affordable Housing Need & Market Value Analysis to define and direct a residential development pattern that is at least fiscally neutral.

Action 3.12.2 Work with developers to increase the stock of owner-occupied smaller residential units.

Policy 7.1 Promote development of higher density housing as part of mixed-use development in Denton's urban core, including Downtown, the Neighborhood/University Compatibility Areas, and in designated centers and corridors outside the urban core.

Action 7.1.3 Create regulatory incentives to expand housing in and adjacent to Downtown through adaptive re-use, utilization of upper stories, and infill development.

Policy 7.2 Expand the availability of affordable housing choices for community members most in need of housing, including those with low incomes and special needs.

Action 7.2.1 Support expansion of the availability of affordable housing for low-moderate income residents through policies for mixed income neighborhoods and housing development.

Economic Development Strategic Plan

Strategy 3.2 Housing Affordability Address the needs of low- and moderate-income residents to ensure that Denton's growth is equitable and inclusive.

Action 3.2.5. Improve the development review process to decrease costs for those committed to building workforce and affordable housing

Affordable Housing Strategic Toolkit

Strategy 2: Zoning Relief and Variances

Zoning relief and variances combines adjustments to regulations with targeted incentives to enable the private sector to produce lower priced units.

Strategy 3: Increase Capacity and Resources for Affordable Housing Development

The goal of increasing capacity and resources is to provide incentives, grant assistance, and technical assistance to the existing affordable housing development community and city partners to increase the output of new low-cost units.

Activity 3.B: Developer Affordable Housing Incentive Package

Create a package of incentives that developers may select from to promote affordable housing while serving the City's specific needs regarding housing inventory, current environment, community investment, and budget.

2. *Does not conflict with other provisions of this DDC or other provisions in the Municipal Code of Ordinances;*

The proposed Code amendments do not conflict with any other provisions of the DDC. The proposed amendments will promote the development of affordable housing, which is a City Council priority. This is consistent with the goals and polices of the Denton 2040 Comprehensive Plan, and the Affordable Housing Strategic Toolkit.

3. *Is necessary to address a demonstrated community need;*

This proposed city-initiated Code amendment to the Denton Development Code is needed for the following reasons:

- To increase ease of access to the affordability incentive program, which serves to:
 - Increase the amount of affordable housing available to Low Income and Moderate Income Households, and
 - Increase the viability of infill development, creating small-scale affordable housing for economically balanced neighborhoods.

4. *Is necessary to respond to a substantial change in conditions and/or policy; and*

Since the Affordability Incentive Program was created in 2024, staff have identified four opportunities for improvement that would make the program more accessible, more enticing for developers, and align the program with the City's priorities on Affordable for Denton housing.

5. *Is consistent with the general purpose and intent of this DDC.*

The proposed Code amendments are consistent with the general purpose and intent of the DDC.



Amendment to Subsection 2.12: Affordability Incentives

DCA26-0001a

Presenter: Leia Atkinson

Housing Programs Coordinator

April 7, 2026

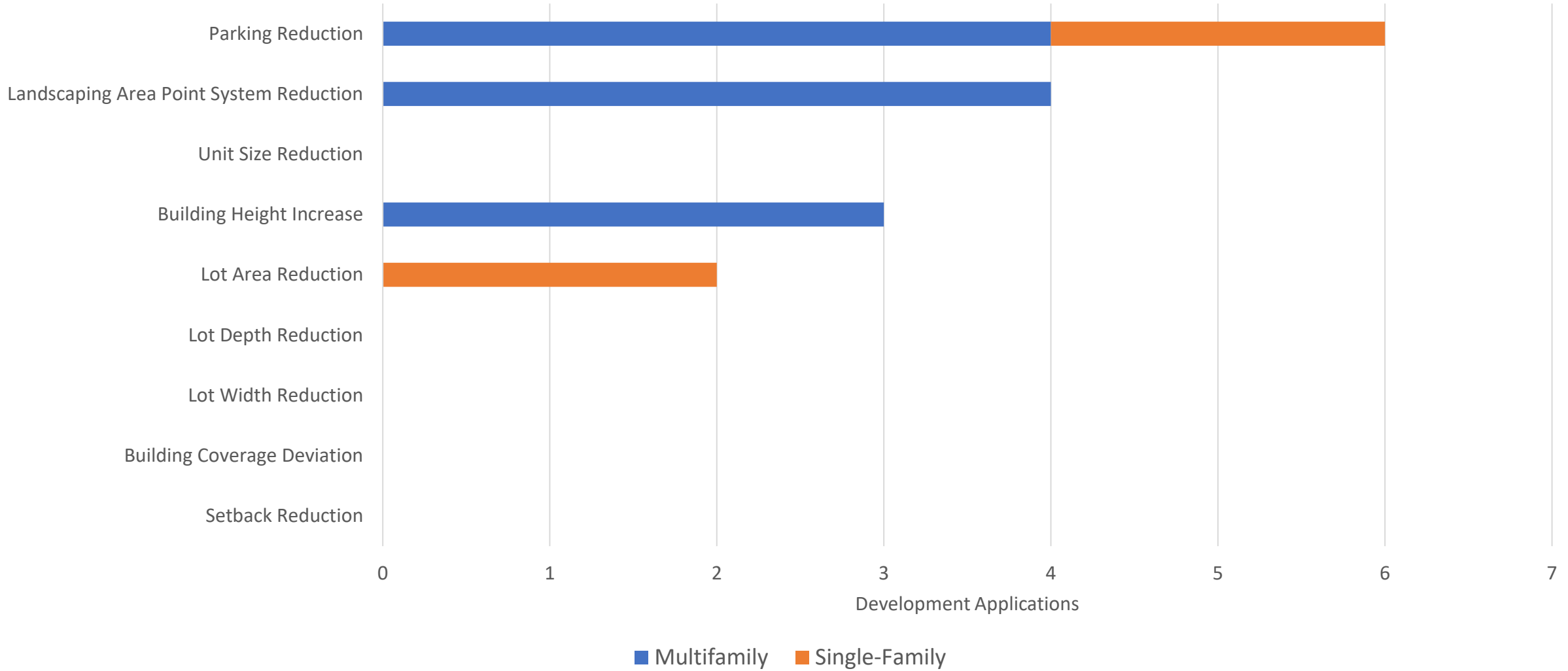
A vibrant mural on a wall depicting a blue parrot with its wings spread, surrounded by large yellow and pink flowers. The mural is set against a background of green foliage. A diagonal stripe with blue, white, and red colors runs across the right side of the image.

COMMUNITY SERVICES

Background

- The Section 2.12 Affordability Incentive Program was created **October 15, 2024**.
- The program offers nine different **zoning incentives** for residential developments that commit to leasing or selling some of their homes to low-income households at affordable rates.
- Since the program's creation, four multifamily developments and two infill single family developments have applied for incentives.

Subsection 2.12 Incentive Utilization



Summary

Staff committed to evaluating the program on an ongoing basis. In the year since program creation, staff have identified **four** opportunities to improve the program.

1. Remove the **Right of First Refusal** requirement
2. Increase **access to incentives** by removing scaling qualification
3. Adjust affordability requirements to **be Affordable for Denton**, distinguishing between rental and ownership markets.
4. Clarify affordability requirements for **small developments** with fewer than 20 homes.

Right of First Refusal

Staff is proposing to remove the Right of First Refusal requirement for program participants. The Right of First Refusal does little to secure the affordability and creates significant administrative challenges in practice for developers, lenders, and staff.

Affordability Qualifications

Staff is proposing to adjust qualification requirements to increase access to incentives and to reflect the separate market rates of the local rental and homeownership markets.

- **All:** Remove scaling qualifications to access more incentives, setting 15% of units as the threshold for any number of incentives.
- **Rental:** Reduce the target income thresholds to be entirely Affordable for Denton (below market rate)
- **Homeownership:** Increase target income threshold to only include 80% AMI, which is still below Denton's market rate and increases financial feasibility for affordable homeownership developments. Align affordability period with other existing programs for affordable homeownership.

Affordability Qualifications

CURRENT

| TABLE 2.12-B: Number of Incentives Granted Per Percent of Units held Affordable | | | | |
|---|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Income Category | Percent of Units Affordable | Percent of Units Affordable | Percent of Units Affordable | Percent of Units Affordable |
| NUMBER OF INCENTIVES | 3 or fewer | 4 or 5 | 6 or 7 | 8 or 9 |
| Extremely Low Income (<30% AMI) | 5% | 10% | 15% | 20% |
| Very Low Income (<50% AMI) | 10% | 15% | 20% | 25% |
| Low – Moderate Income (<80% AMI) | 5% | 10% | 15% | 20% |
| TOTAL PERCENT OF UNITS AFFORDABLE | 20% | 35% | 50% | 65% |
| DURATION OF AFFORDABILITY | 30 years | | | |

PROPOSED

| Table 2.12-B Minimum Percent of Units held Affordable to Qualify | | |
|--|-----------------|----------------|
| Income Category | Rental | Homeownership |
| Extremely Low Income (<30% AMI) | 5% | - |
| Very Low Income (<50% AMI) | 10% | - |
| Low – Moderate Income (<80% AMI) | - | 15% |
| TOTAL PERCENT OF UNITS AFFORDABLE | 15% | 15% |
| DURATION OF AFFORDABILITY | 30 years | 5 years |

Affordability Qualifications for Infill

- Staff is proposing to clarify affordability qualifications for developments with fewer than 20 homes, setting favorable terms for these **small-scale developments**.
- **Nine or fewer units:** Qualified by **one** unit at the highest applicable income level (50% AMI for rental, 80% AMI for ownership).
- **Nineteen or fewer units:** Qualified by a minimum of 15% of units at the **highest applicable income level** and does not need to include units for lower income categories.
 - For example, a rental development with 19 units total would need to include three affordable units (16% of the total), but all three could be at 50% AMI, rather than two at 50% AMI and one at 30% AMI.

Options & recommendation

1. Recommend approval of the Denton Development Code text amendments as presented
 2. Recommend approval of the Denton Development Code text amendments with conditions
 3. Recommend denial
 4. Postpone to a date certain to allow for further deliberation
- Staff **recommends approval** as the ordinance meets the criteria for code amendments outlined in DDC Section 2.7.4D.

2.12 Affordability Incentive Procedures (Proposed, Redlines)

1. **Purpose:** The purpose of this section is to encourage the development of affordable housing within the City of Denton. The City is committed to fostering an economically diverse community with opportunities for everyone. The City has prioritized supporting affordable housing, and the implementation of this Affordability Incentive Process recognizes the public benefits affordable housing contributes to local communities and businesses.
2. **Definitions:**
 - A. “Low Income Household” – Those households earning 80% or less of Denton County Area Median Income. The Area Median Income (AMI), also known as Income Limit, is established and annually updated by the Department of Housing and Urban Development (HUD). AMI includes the following Income Categories:
 1. Extremely Low-Income Households (ELIH), earning no more than 30% of AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County or Persons Experiencing Homelessness (PEH).
 2. Very Low-Income Households (VLIH), earning no more than 50% of the AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County.
 3. Low-Income and Moderate-Income households (LIMIH), earning no more than 80% of the AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County.
3. **Applicability:**
 - A. Any development which provides dwelling units for Low Income Households, in accordance with the qualifications in Subsection 2.12.6A may be eligible for one or more Affordability Incentives.
 - B. The Affordability Incentives may be utilized for the development of the following types of residential uses which include affordable units allocated for Low-Income Households at the percentages described in table 2.12-B:
 1. Multifamily Dwelling,
 2. Single-Family Detached Dwelling,
 3. Townhome,
 4. Duplex,
 5. Triplex,
 6. Fourplex,
 7. Tiny Home Development,
 8. Accessory Dwelling Unit, or
 9. Manufactured Home Development (HUD Code).
 - C. Duration of Affordability. Affordable housing units created by the Affordability Incentives Process shall remain affordable, as defined in Subsection 2.12.3.D, for ~~at least 30 years~~[the period defined in Table 2.12-B.](#)
 - D. Definitions for Affordability. To be deemed affordable for the purposes of this Section the sale or rental price of a dwelling unit shall be based on the Income Limits for the year the housing

unit is offered for sale or rent. The Income Limits for each Low-Income Household Income Category are as follows:

1. Extremely Low-Income Households (ELIH): Housing units allocated to this Income Category, if for rent, shall be rented at a monthly rate no higher than 30% of the monthly income for a household at the ELIH AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County or Persons Experiencing Homelessness (PEH). If for ownership, they shall be sold at price limits established by the City for the HOME Investment Partnerships Program.
2. Very Low-Income Households (VLIH): Housing Units allocated to this Income Category, if for rent, shall be rented at a monthly rate no higher than 30% of the monthly income for a household at VLIH AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County. If for ownership, they shall be sold at price limits established by the City for the HOME Investment Partnerships Program.
3. Low-Income and Moderate-Income households (LIMIH): Housing Units Allocated to this Income Category, if for rent, shall be rented at a monthly rate no higher than 30% of the monthly income for a household at LIMIH AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County. If for ownership, they shall be sold at price limits established by the City for the HOME Investment Partnerships Program.

E. Applicability of other Development Regulations. Affordability Incentive Program participation is the only process required for approval of Affordability Incentives. Participation in the Affordability Incentives Program does not remove the obligation to obtain any other approvals required by this DDC.

F. Criminal Offenses. It shall be a violation of this DDC, as such is defined in Section 1.6, for any person, firm, partnership or corporation to use a property that received an Affordability Incentive under this Section 2.12 in a manner that, prior to the expiration of the Duration of Affordability:

1. fails to provide the required number of affordable housing units as stipulated under the Agreement.
2. Converts the property to a use other than affordable housing as defined under this section.

4. **Procedure:**

A. **Step 1: Pre-Application Activities.**

1. Pre-Application Conference. A pre-application conference is recommended in accordance with Subsection 2.4.3.
2. Citizen Participation. Not required.

B. **Step 2: Application Submittal and Processing:**

1. Affordability Incentives Application. To apply for Affordability Incentives, the applicant must submit an Affordability Incentives Application. The application must include, but is not limited to:
 - a. Legal description of the subject property;
 - b. Identification of all the incentives that the project proposes to incorporate;

- c. Consent to modify the Agreement if the submitted project requires alteration through normal development review and approval process; and
 - d. Any other information specifically requested by the Director of Community Services or their designee.
2. Affordability Incentives Agreement. Prior to issuance of the building permit, the applicant must execute an Affordability Incentives Agreement (hereafter, the “Agreement”) in a form approved by the City Attorney. The Agreement must include, but is not to be limited to:
- a. Duration of Affordability, which shall be thirty years;
 - b. Evidence of compliance with incentive qualifications in Table 2.12 B,
 - c. The information required to be in the Affordability Incentives Application, as provided in Section 2.12.4.B.1;
 - d. Confirmation that the development shall not discriminate on the basis of race, color, national origin, age, religion, disability, familial status, sex, sexual orientation, or gender identity in the lease, use, or occupancy of the Development. Further the Development shall not deny admission to any person exclusively on the basis of such person receiving rental assistance payments under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended;
 - e. A recordable Security Interest that protects the City's interests in the event that a developer applies Affordability Incentives to the platting or building phases but fails to provide affordable housing for the Duration of Affordability, or to the AMI Income Categories as agreed;
 - ~~f. A Right of First Refusal clause that requires the City be offered the chance to buy the property if the applicant decides to sell the property prior to the end of the Duration of Affordability;~~
 - ~~g.f.~~ A default provision stating the conditions of default, which shall include, but not be limited to: failure to provide the required number of affordable housing units as stipulated under the Agreement or conversion of the property to a use other than for affordable housing as defined under this section before the expiration of the Duration of Affordability.; and
 - ~~h.g.~~ Language that requires documentation of a recorded agreement, lien, or covenant running with the land, binding all the assigns, heirs, and successors of the applicant. The recorded agreement, lien, or covenant shall secure the required affordability provisions prior to the building permit for a Single-Family Detached Dwelling, Townhome, Duplex, Triplex, Fourplex, Tiny Home Development, or Manufactured Home development or Multifamily Dwelling building permit. Additionally, the recorded agreement, lien, or covenant must include all provisions related

to the Agreement, including, but not limited to, Duration of Affordability, proposed incentives, minimum number of affordable housing units, required Income Categories, ~~the City's Right of First Refusal,~~ and remedies related to a failure to fulfill the terms of the agreement.

- C. **Step 3: Staff Review and Action.** In addition to traditional staff review, The Director or their designee (as applicable) shall review the draft Affordability Incentives Agreement, residential project, and proposed Affordability Incentives outlined in this Subchapter in conjunction with the City Attorney. No building permit shall be issued or land use approvals finalized, and no other permits shall be issued until the Affordability Incentives Agreement has been fully reviewed, approved, and executed by the City.
 - D. **Step 4: Scheduling and Notice of Public Meetings/Hearings.** Not required.
 - E. **Step 5: Post-Decision Actions and Limitations.** Post-decision actions and limitations in DDC Subsection 2.4.8 shall apply, with the following modifications:
 - 1. Monitoring Continued Affordability. The City of Denton Community Services Department shall be the responsible party to monitor the continued affordability of both rental and owner-occupied housing units.
 - 2. Resale of Affordable Homeownership Units. Affordable Housing units provided for under this Chapter may be sold or resold only to eligible households or a nonprofit organization through the end of the required Duration of Affordability.
 - 3. Conversion of Affordable Rental Units to Market Rate. Affordable Housing units provided for under this Chapter when sold or resold are still subject to the requirements in the Affordability Incentives Agreement in accordance to the recorded agreement, lien, or covenant running with the land, until the end of the affordability period specified. In the event that the terms of the agreement are not fulfilled, the City may pursue the remedies specified in the Affordability Incentives Agreement. ~~For Affordable Housing units to be sold or resold at market rate prior to the end of the required Duration of Affordability, the benefit provided through this section shall be accounted for as follows:~~
 - ~~a. Reimbursement shall be made to the City of Denton as reasonable compensation for the value of all incentives originally granted.~~
 - ~~i. 50 percent of net proceeds from the sale shall be paid to the City.~~
 - ~~ii. The City shall dedicate all such conversion payments towards future incentives offered through this section or other affordable housing initiatives as directed by City Council.~~
 - ~~b. A recorded agreement, lien, and covenant running with the land, binding all the assigns, heirs and successors of the applicant shall secure the conversion requirements in Subsection 2.12.4.E as outlined in 2.12.4.B.~~
5. **Approval Criteria.** In reviewing the Affordability Incentives Agreement application, the Director or their designee shall consider the general approval criteria in Subsection 2.4.5 and the following criteria:
- A. The proposal complies with the Affordability Incentive Qualifications outlined in Table 2.12-B,

- B. Number, distribution, and building design of affordable housing units within the project area,
- C. A proportional amount of affordable housing units scheduled to be completed at or prior to the construction of related market rate housing units, for mixed-income developments constructed in phases exceeding 12 months.
- D. The Development shall not discriminate on the basis of race, color, national origin, age, religion, disability, familial status, sex, sexual orientation, or gender identity in the lease, use, or occupancy of the Development. Further the Development shall not deny admission to any person exclusively on the basis of such person receiving rental assistance payments under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended.
- E. Uniformity of building design between affordable and market rate dwelling units. and
- F. Conformance with all other applicable standards in this DDC, except for deviations consistent with the requested Affordability Incentives.

6. Qualifications and Incentives.

A. Affordability Incentive Qualifications. To qualify for an Affordability Incentive(s), the residential development must have set aside for affordable units, as defined under Subsection 2.12.3.D, a portion of the unit total equal to or greater than the percentage provided in Table 2.12-B for the requested number of Affordability Incentives.

- 1. Residential developments qualifying under Table 2.12-B may access as many of the incentives as applicable.
- 2. For developments with 9 or fewer units, the development qualifies if one unit is set aside to be affordable for a household at the highest applicable income level.
- 1.—For developments with 19 or fewer units, the development qualifies if a minimum of 15% of units are set aside to be affordable for households at the highest applicable income level, and does not need to include units for lower income categories.
- 3.

| TABLE 2.12-B: Number of Incentives Granted Per Percent of Units held Affordable | | | | |
|---|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Income Category | Percent of Units Affordable | Percent of Units Affordable | Percent of Units Affordable | Percent of Units Affordable |
| NUMBER OF INCENTIVES | 3 or fewer | 4 or 5 | 6 or 7 | 8 or 9 |
| ELIH | 5% | 10% | 15% | 20% |
| VLIH | 10% | 15% | 20% | 25% |
| LIMIH | 5% | 10% | 15% | 20% |
| TOTAL PERCENT OF UNITS AFFORDABLE | 20% | 35% | 50% | 65% |
| DURATION OF AFFORDABILITY | 30 years | | | |

| Table 2.12-B Minimum Percent of Units held Affordable to Qualify | | |
|--|--------|---------------|
| Income Category | Rental | Homeownership |
| | | |

| | | |
|--|-----------------|----------------|
| <u>ELIH</u> | <u>5%</u> | <u>-</u> |
| <u>VLIH</u> | <u>10%</u> | <u>-</u> |
| <u>LIMIH</u> | <u>-</u> | <u>15%</u> |
| <u>TOTAL PERCENT OF UNITS AFFORDABLE</u> | <u>15%</u> | <u>15%</u> |
| <u>DURATION OF AFFORDABILITY</u> | <u>30 years</u> | <u>5 years</u> |

- B. Affordability Incentives. Projects providing affordable units may request one or more of the following incentives, depending upon the income level of the targeted households and the percentage of affordable units set-aside as described in Table 2.12-B.
1. 20% reduction in minimum yard/setback requirements in the applicable zoning district in Section 3.2 – 3.5,
 - a. Townhome developments are not eligible for this incentive, but may instead receive a 20% reduction in open space requirements
 2. 20% deviation from building coverage requirements in the applicable zoning district in Section 3.2 – 3.5,
 3. 20% reduction in minimum lot width in the applicable zoning district in Section 3.2 – 3.5,
 4. 20% reduction in minimum lot depth in the applicable zoning district in Section 3.2 – 3.5,
 5. 20% reduction in minimum lot area in the applicable zoning district in Section 3.2 – 3.5,
 6. 20% increase in maximum building height in the applicable zoning district in Section 3.2 – 3.5, provided the development is still in compliance with Section 7.10.6,
 7. 20% reduction in minimum unit size for townhome, duplex, multifamily dwelling, and tiny home developments as defined in Subsection 5.3.3,
 8. For multifamily dwellings, a 10 point reduction in the Landscaping Area Point System (development must provide at least two Elements from Section A and one Element from Section B, regardless of reduction) in Table 7.E,
 9. A reduction or waiver in parking requirements from Table 7.9-I:
 - a. A reduction in parking requirements to not less than 1 parking space per affordable dwelling unit irrespective of the number of habitable rooms, or,
 - b. A reduction in parking requirements to not less than ½ parking space per affordable dwelling unit for dwelling units restricted to senior citizens, with senior being defined as those 62 years of age or older.
- C. Application within Multi-Lot Developments.
1. Within a multifamily development, the use of any incentive for any building(s) on the lot shall count as the use of that incentive for the entire property.
 2. For multi-lot developments, different incentives may be utilized on different lots; ~~however, the affordability percentage and duration for the entire development shall be based upon the lot with the highest number of incentives requested.~~

2.12 Affordability Incentive Procedures (Proposed)

1. **Purpose:** The purpose of this section is to encourage the development of affordable housing within the City of Denton. The City is committed to fostering an economically diverse community with opportunities for everyone. The City has prioritized supporting affordable housing, and the implementation of this Affordability Incentive Process recognizes the public benefits affordable housing contributes to local communities and businesses.
2. **Definitions:**
 - A. “Low Income Household” – Those households earning 80% or less of Denton County Area Median Income. The Area Median Income (AMI), also known as Income Limit, is established and annually updated by the Department of Housing and Urban Development (HUD). AMI includes the following Income Categories:
 1. Extremely Low-Income Households (ELIH), earning no more than 30% of AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County or Persons Experiencing Homelessness (PEH).
 2. Very Low-Income Households (VLIH), earning no more than 50% of the AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County.
 3. Low-Income and Moderate-Income households (LIMIH), earning no more than 80% of the AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County.
3. **Applicability:**
 - A. Any development which provides dwelling units for Low Income Households, in accordance with the qualifications in Subsection 2.12.6A may be eligible for one or more Affordability Incentives.
 - B. The Affordability Incentives may be utilized for the development of the following types of residential uses which include affordable units allocated for Low-Income Households at the percentages described in table 2.12-B:
 1. Multifamily Dwelling,
 2. Single-Family Detached Dwelling,
 3. Townhome,
 4. Duplex,
 5. Triplex,
 6. Fourplex,
 7. Tiny Home Development,
 8. Accessory Dwelling Unit, or
 9. Manufactured Home Development (HUD Code).
 - C. Duration of Affordability. Affordable housing units created by the Affordability Incentives Process shall remain affordable, as defined in Subsection 2.12.3.D, for the period defined in Table 2.12-B.
 - D. Definitions for Affordability. To be deemed affordable for the purposes of this Section the sale or rental price of a dwelling unit shall be based on the Income Limits for the year the housing

unit is offered for sale or rent. The Income Limits for each Low-Income Household Income Category are as follows:

1. Extremely Low-Income Households (ELIH): Housing units allocated to this Income Category, if for rent, shall be rented at a monthly rate no higher than 30% of the monthly income for a household at the ELIH AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County or Persons Experiencing Homelessness (PEH). If for ownership, they shall be sold at price limits established by the City for the HOME Investment Partnerships Program.
 2. Very Low-Income Households (VLIH): Housing Units allocated to this Income Category, if for rent, shall be rented at a monthly rate no higher than 30% of the monthly income for a household at VLIH AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County. If for ownership, they shall be sold at price limits established by the City for the HOME Investment Partnerships Program.
 3. Low-Income and Moderate-Income households (LIMIH): Housing Units Allocated to this Income Category, if for rent, shall be rented at a monthly rate no higher than 30% of the monthly income for a household at LIMIH AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County. If for ownership, they shall be sold at price limits established by the City for the HOME Investment Partnerships Program.
- E. Applicability of other Development Regulations. Affordability Incentive Program participation is the only process required for approval of Affordability Incentives. Participation in the Affordability Incentives Program does not remove the obligation to obtain any other approvals required by this DDC.
- F. Criminal Offenses. It shall be a violation of this DDC, as such is defined in Section 1.6, for any person, firm, partnership or corporation to use a property that received an Affordability Incentive under this Section 2.12 in a manner that, prior to the expiration of the Duration of Affordability:
1. fails to provide the required number of affordable housing units as stipulated under the Agreement.
 2. Converts the property to a use other than affordable housing as defined under this section.
4. **Procedure:**
- A. **Step 1: Pre-Application Activities.**
1. Pre-Application Conference. A pre-application conference is recommended in accordance with Subsection 2.4.3.
 2. Citizen Participation. Not required.
- B. **Step 2: Application Submittal and Processing:**
1. Affordability Incentives Application. To apply for Affordability Incentives, the applicant must submit an Affordability Incentives Application. The application must include, but is not limited to:
 - a. Legal description of the subject property;
 - b. Identification of all the incentives that the project proposes to incorporate;

- c. Consent to modify the Agreement if the submitted project requires alteration through normal development review and approval process; and
 - d. Any other information specifically requested by the Director of Community Services or their designee.
- 2. Affordability Incentives Agreement. Prior to issuance of the building permit, the applicant must execute an Affordability Incentives Agreement (hereafter, the "Agreement") in a form approved by the City Attorney. The Agreement must include, but is not to be limited to:
 - a. Duration of Affordability, which shall be thirty years;
 - b. Evidence of compliance with incentive qualifications in Table 2.12 B,
 - c. The information required to be in the Affordability Incentives Application, as provided in Section 2.12.4.B.1;
 - d. Confirmation that the development shall not discriminate on the basis of race, color, national origin, age, religion, disability, familial status, sex, sexual orientation, or gender identity in the lease, use, or occupancy of the Development. Further the Development shall not deny admission to any person exclusively on the basis of such person receiving rental assistance payments under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended;
 - e. A recordable Security Interest that protects the City's interests in the event that a developer applies Affordability Incentives to the platting or building phases but fails to provide affordable housing for the Duration of Affordability, or to the AMI Income Categories as agreed;
 - f. A default provision stating the conditions of default, which shall include, but not be limited to: failure to provide the required number of affordable housing units as stipulated under the Agreement or conversion of the property to a use other than for affordable housing as defined under this section before the expiration of the Duration of Affordability.; and
 - g. Language that requires documentation of a recorded agreement, lien, or covenant running with the land, binding all the assigns, heirs, and successors of the applicant. The recorded agreement, lien, or covenant shall secure the required affordability provisions prior to the building permit for a Single-Family Detached Dwelling, Townhome, Duplex, Triplex, Fourplex, Tiny Home Development, or Manufactured Home development or Multifamily Dwelling building permit. Additionally, the recorded agreement, lien, or covenant must include all provisions related to the Agreement, including, but not limited to, Duration of Affordability, proposed incentives, minimum number of affordable housing units,

required Income Categories, and remedies related to a failure to fulfill the terms of the agreement.

- C. **Step 3: Staff Review and Action.** In addition to traditional staff review, The Director or their designee (as applicable) shall review the draft Affordability Incentives Agreement, residential project, and proposed Affordability Incentives outlined in this Subchapter in conjunction with the City Attorney. No building permit shall be issued or land use approvals finalized , and no other permits shall be issued until the Affordability Incentives Agreement has been fully reviewed, approved, and executed by the City.
 - D. **Step 4: Scheduling and Notice of Public Meetings/Hearings.** Not required.
 - E. **Step 5: Post-Decision Actions and Limitations.** Post-decision actions and limitations in DDC Subsection 2.4.8 shall apply, with the following modifications:
 - 1. Monitoring Continued Affordability. The City of Denton Community Services Department shall be the responsible party to monitor the continued affordability of both rental and owner-occupied housing units.
 - 2. Resale of Affordable Homeownership Units. Affordable Housing units provided for under this Chapter may be sold or resold only to eligible households or a nonprofit organization through the end of the required Duration of Affordability.
 - 3. Conversion of Affordable Rental Units to Market Rate. Affordable Housing units provided for under this Chapter when sold or resold are still subject to the requirements in the Affordability Incentives Agreement in accordance to the recorded agreement, lien, or covenant running with the land, until the end of the affordability period specified. In the event that the terms of the agreement are not fulfilled, the City may pursue the remedies specified in the Affordability Incentives Agreement.
5. **Approval Criteria.** In reviewing the Affordability Incentives Agreement application, the Director or their designee shall consider the general approval criteria in Subsection 2.4.5 and the following criteria:
- A. The proposal complies with the Affordability Incentive Qualifications outlined in Table 2.12-B,
 - B. Number, distribution, and building design of affordable housing units within the project area,
 - C. A proportional amount of affordable housing units scheduled to be completed at or prior to the construction of related market rate housing units, for mixed-income developments constructed in phases exceeding 12 months.
 - D. The Development shall not discriminate on the basis of race, color, national origin, age, religion, disability, familial status, sex, sexual orientation, or gender identity in the lease, use, or occupancy of the Development. Further the Development shall not deny admission to any person exclusively on the basis of such person receiving rental assistance payments under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended.
 - E. Uniformity of building design between affordable and market rate dwelling units. and
 - F. Conformance with all other applicable standards in this DDC, except for deviations consistent with the requested Affordability Incentives.

6. Qualifications and Incentives.

- A. Affordability Incentive Qualifications. To qualify for an Affordability Incentive(s), the residential development must have set aside for affordable units, as defined under Subsection 2.12.3.D, a portion of the unit total equal to or greater than the percentage provided in Table 2.12-B.
1. Residential developments qualifying under Table 2.12-B may access as many of the incentives as applicable.
 2. For developments with 9 or fewer units, the development qualifies if one unit is set aside to be affordable for a household at the highest applicable income level.
 3. For developments with 19 or fewer units, the development qualifies if a minimum of 15% of units are set aside to be affordable for households at the highest applicable income level, and does not need to include units for lower income categories.

| Table 2.12-B Minimum Percent of Units held Affordable to Qualify | | |
|--|-----------------|----------------|
| Income Category | Rental | Homeownership |
| ELIH | 5% | - |
| VLIH | 10% | - |
| LIMIH | - | 15% |
| TOTAL PERCENT OF UNITS AFFORDABLE | 15% | 15% |
| DURATION OF AFFORDABILITY | 30 years | 5 years |

- B. Affordability Incentives. Projects providing affordable units may request one or more of the following incentives, depending upon the income level of the targeted households and the percentage of affordable units set-aside as described in Table 2.12-B.
1. 20% reduction in minimum yard/setback requirements in the applicable zoning district in Section 3.2 – 3.5,
 - a. Townhome developments are not eligible for this incentive, but may instead receive a 20% reduction in open space requirements
 2. 20% deviation from building coverage requirements in the applicable zoning district in Section 3.2 – 3.5,
 3. 20% reduction in minimum lot width in the applicable zoning district in Section 3.2 – 3.5,
 4. 20% reduction in minimum lot depth in the applicable zoning district in Section 3.2 – 3.5,
 5. 20% reduction in minimum lot area in the applicable zoning district in Section 3.2 – 3.5,
 6. 20% increase in maximum building height in the applicable zoning district in Section 3.2 – 3.5, provided the development is still in compliance with Section 7.10.6,
 7. 20% reduction in minimum unit size for townhome, duplex, multifamily dwelling, and tiny home developments as defined in Subsection 5.3.3,
 8. For multifamily dwellings, a 10 point reduction in the Landscaping Area Point System (development must provide at least two Elements from Section A and one Element from Section B, regardless of reduction) in Table 7.E,

9. A reduction or waiver in parking requirements from Table 7.9-I:
 - a. A reduction in parking requirements to not less than 1 parking space per affordable dwelling unit irrespective of the number of habitable rooms, or,
 - b. A reduction in parking requirements to not less than ½ parking space per affordable dwelling unit for dwelling units restricted to senior citizens, with senior being defined as those 62 years of age or older.
- C. Application within Multi-Lot Developments.
 1. Within a multifamily development, the use of any incentive for any building(s) on the lot shall count as the use of that incentive for the entire property.
 2. For multi-lot developments, different incentives may be utilized on different lots.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS AMENDING THE DENTON DEVELOPMENT CODE SUBCHAPTER 2 SECTION 2.12 AFFORDABILITY INCENTIVE PROCEDURES; AMENDMENTS INCLUDE BUT ARE NOT LIMITED TO SUBSECTION 2.12.4, PROCEDURE, REMOVING THE RIGHT OF FIRST REFUSAL REQUIREMENT; SUBSECTION 2.12.6, AFFORDABILITY INCENTIVE QUALIFICATIONS, CLARIFYING APPLICATION TO DEVELOPMENTS WITH 19 OR FEWER UNITS; TABLE 2.12-B, ADJUSTING QUALIFICATIONS TO REFLECT PREVAILING MARKET RATES AND MAKE INCENTIVES EASIER TO ACCESS; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF \$2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 15, 2024 City Council amended Subchapter 2 Section 2.12 of the Denton Development Code to create an affordability incentive program; and

WHEREAS, Council wishes to further amend the program to accurately reflect Denton's market rates; and

WHEREAS, Council wishes to further amend the program to set clear and favorable qualification requirements for developments with less than 20 homes; and

WHEREAS, Council wishes to further amend the program to remove the right of first refusal requirement for affordable developments;

WHEREAS, on March 18, 2026, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, gave the requisite notices by publication, held due hearings and recommended approval [5-0] of the amendment to the Denton Development Code; and

WHEREAS, on April 7, 2026, the City Council likewise conducted a public hearing in accordance with local and state law and the City Council hereby finds that the Code amendments are consistent with the City's comprehensive plan and federal, state, and local law and are in the best interests of the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2: Denton Development Code Subchapter 2. Administration and Procedures is amended to revise Section 2.12 titled Affordable Housing Incentive Procedures as set forth in "**Exhibit A**" which is attached and fully incorporated herein by reference.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 4. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding \$2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 5. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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: | _____ | _____ | _____ | _____ |
| 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

 Scott Bray
Deputy City Attorney

Exhibit A

2.12 Affordability Incentive Procedures

1. **Purpose:** The purpose of this section is to encourage the development of affordable housing within the City of Denton. The City is committed to fostering an economically diverse community with opportunities for everyone. The City has prioritized supporting affordable housing, and the implementation of this Affordability Incentive Process recognizes the public benefits affordable housing contributes to local communities and businesses.
2. **Definitions:**
 - A. “Low Income Household” – Those households earning 80% or less of Denton County Area Median Income. The Area Median Income (AMI), also known as Income Limit, is established and annually updated by the Department of Housing and Urban Development (HUD). AMI includes the following Income Categories:
 1. Extremely Low-Income Households (ELIH), earning no more than 30% of AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County or Persons Experiencing Homelessness (PEH).
 2. Very Low-Income Households (VLIH), earning no more than 50% of the AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County.
 3. Low-Income and Moderate-Income households (LIMIH), earning no more than 80% of the AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County.
3. **Applicability:**
 - A. Any development which provides dwelling units for Low Income Households, in accordance with the qualifications in Subsection 2.12.6A may be eligible for one or more Affordability Incentives.
 - B. The Affordability Incentives may be utilized for the development of the following types of residential uses which include affordable units allocated for Low-Income Households at the percentages described in table 2.12-B:
 1. Multifamily Dwelling,
 2. Single-Family Detached Dwelling,
 3. Townhome,
 4. Duplex,
 5. Triplex,
 6. Fourplex,
 7. Tiny Home Development,
 8. Accessory Dwelling Unit, or
 9. Manufactured Home Development (HUD Code).
 - C. Duration of Affordability. Affordable housing units created by the Affordability Incentives Process shall remain affordable, as defined in Subsection 2.12.3.D, for the period defined in Table 2.12-B.
 - D. Definitions for Affordability. To be deemed affordable for the purposes of this Section the sale or rental price of a dwelling unit shall be based on the Income Limits for the year the housing

unit is offered for sale or rent. The Income Limits for each Low-Income Household Income Category are as follows:

1. Extremely Low-Income Households (ELIH): Housing units allocated to this Income Category, if for rent, shall be rented at a monthly rate no higher than 30% of the monthly income for a household at the ELIH AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County or Persons Experiencing Homelessness (PEH). If for ownership, they shall be sold at price limits established by the City for the HOME Investment Partnerships Program.
 2. Very Low-Income Households (VLIH): Housing Units allocated to this Income Category, if for rent, shall be rented at a monthly rate no higher than 30% of the monthly income for a household at VLIH AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County. If for ownership, they shall be sold at price limits established by the City for the HOME Investment Partnerships Program.
 3. Low-Income and Moderate-Income households (LIMIH): Housing Units Allocated to this Income Category, if for rent, shall be rented at a monthly rate no higher than 30% of the monthly income for a household at LIMIH AMI as determined by the most Recent [Income Limits set by HUD](#) for Denton County. If for ownership, they shall be sold at price limits established by the City for the HOME Investment Partnerships Program.
- E. Applicability of other Development Regulations. Affordability Incentive Program participation is the only process required for approval of Affordability Incentives. Participation in the Affordability Incentives Program does not remove the obligation to obtain any other approvals required by this DDC.
- F. Criminal Offenses. It shall be a violation of this DDC, as such is defined in Section 1.6, for any person, firm, partnership or corporation to use a property that received an Affordability Incentive under this Section 2.12 in a manner that, prior to the expiration of the Duration of Affordability:
1. fails to provide the required number of affordable housing units as stipulated under the Agreement.
 2. Converts the property to a use other than affordable housing as defined under this section.
4. **Procedure:**
- A. **Step 1: Pre-Application Activities.**
1. Pre-Application Conference. A pre-application conference is recommended in accordance with Subsection 2.4.3.
 2. Citizen Participation. Not required.
- B. **Step 2: Application Submittal and Processing:**
1. Affordability Incentives Application. To apply for Affordability Incentives, the applicant must submit an Affordability Incentives Application. The application must include, but is not limited to:
 - a. Legal description of the subject property;
 - b. Identification of all the incentives that the project proposes to incorporate;

- c. Consent to modify the Agreement if the submitted project requires alteration through normal development review and approval process; and
 - d. Any other information specifically requested by the Director of Community Services or their designee.
- 2. Affordability Incentives Agreement. Prior to issuance of the building permit, the applicant must execute an Affordability Incentives Agreement (hereafter, the "Agreement") in a form approved by the City Attorney. The Agreement must include, but is not to be limited to:
 - a. Duration of Affordability, which shall be thirty years;
 - b. Evidence of compliance with incentive qualifications in Table 2.12 B,
 - c. The information required to be in the Affordability Incentives Application, as provided in Section 2.12.4.B.1;
 - d. Confirmation that the development shall not discriminate on the basis of race, color, national origin, age, religion, disability, familial status, sex, sexual orientation, or gender identity in the lease, use, or occupancy of the Development. Further the Development shall not deny admission to any person exclusively on the basis of such person receiving rental assistance payments under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended;
 - e. A recordable Security Interest that protects the City's interests in the event that a developer applies Affordability Incentives to the platting or building phases but fails to provide affordable housing for the Duration of Affordability, or to the AMI Income Categories as agreed;
 - f. A default provision stating the conditions of default, which shall include, but not be limited to: failure to provide the required number of affordable housing units as stipulated under the Agreement or conversion of the property to a use other than for affordable housing as defined under this section before the expiration of the Duration of Affordability.; and
 - g. Language that requires documentation of a recorded agreement, lien, or covenant running with the land, binding all the assigns, heirs, and successors of the applicant. The recorded agreement, lien, or covenant shall secure the required affordability provisions prior to the building permit for a Single-Family Detached Dwelling, Townhome, Duplex, Triplex, Fourplex, Tiny Home Development, or Manufactured Home development or Multifamily Dwelling building permit. Additionally, the recorded agreement, lien, or covenant must include all provisions related to the Agreement, including, but not limited to, Duration of Affordability, proposed incentives, minimum number of affordable housing units,

required Income Categories, and remedies related to a failure to fulfill the terms of the agreement.

- C. **Step 3: Staff Review and Action.** In addition to traditional staff review, The Director or their designee (as applicable) shall review the draft Affordability Incentives Agreement, residential project, and proposed Affordability Incentives outlined in this Subchapter in conjunction with the City Attorney. No building permit shall be issued or land use approvals finalized , and no other permits shall be issued until the Affordability Incentives Agreement has been fully reviewed, approved, and executed by the City.
 - D. **Step 4: Scheduling and Notice of Public Meetings/Hearings.** Not required.
 - E. **Step 5: Post-Decision Actions and Limitations.** Post-decision actions and limitations in DDC Subsection 2.4.8 shall apply, with the following modifications:
 - 1. Monitoring Continued Affordability. The City of Denton Community Services Department shall be the responsible party to monitor the continued affordability of both rental and owner-occupied housing units.
 - 2. Resale of Affordable Homeownership Units. Affordable Housing units provided for under this Chapter may be sold or resold only to eligible households or a nonprofit organization through the end of the required Duration of Affordability.
 - 3. Conversion of Affordable Rental Units to Market Rate. Affordable Housing units provided for under this Chapter when sold or resold are still subject to the requirements in the Affordability Incentives Agreement in accordance to the recorded agreement, lien, or covenant running with the land, until the end of the affordability period specified. In the event that the terms of the agreement are not fulfilled, the City may pursue the remedies specified in the Affordability Incentives Agreement.
5. **Approval Criteria.** In reviewing the Affordability Incentives Agreement application, the Director or their designee shall consider the general approval criteria in Subsection 2.4.5 and the following criteria:
- A. The proposal complies with the Affordability Incentive Qualifications outlined in Table 2.12-B,
 - B. Number, distribution, and building design of affordable housing units within the project area,
 - C. A proportional amount of affordable housing units scheduled to be completed at or prior to the construction of related market rate housing units, for mixed-income developments constructed in phases exceeding 12 months.
 - D. The Development shall not discriminate on the basis of race, color, national origin, age, religion, disability, familial status, sex, sexual orientation, or gender identity in the lease, use, or occupancy of the Development. Further the Development shall not deny admission to any person exclusively on the basis of such person receiving rental assistance payments under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended.
 - E. Uniformity of building design between affordable and market rate dwelling units. and
 - F. Conformance with all other applicable standards in this DDC, except for deviations consistent with the requested Affordability Incentives.

6. Qualifications and Incentives.

- A. Affordability Incentive Qualifications. To qualify for an Affordability Incentive(s), the residential development must have set aside for affordable units, as defined under Subsection 2.12.3.D, a portion of the unit total equal to or greater than the percentage provided in Table 2.12-B.
1. Residential developments qualifying under Table 2.12-B may access as many of the incentives as applicable.
 2. For developments with 9 or fewer units, the development qualifies if one unit is set aside to be affordable for a household at the highest applicable income level.
 3. For developments with 19 or fewer units, the development qualifies if a minimum of 15% of units are set aside to be affordable for households at the highest applicable income level, and does not need to include units for lower income categories.

| Table 2.12-B Minimum Percent of Units held Affordable to Qualify | | |
|--|-----------------|----------------|
| Income Category | Rental | Homeownership |
| ELIH | 5% | - |
| VLIH | 10% | - |
| LIMIH | - | 15% |
| TOTAL PERCENT OF UNITS AFFORDABLE | 15% | 15% |
| DURATION OF AFFORDABILITY | 30 years | 5 years |

- B. Affordability Incentives. Projects providing affordable units may request one or more of the following incentives, depending upon the income level of the targeted households and the percentage of affordable units set-aside as described in Table 2.12-B.
1. 20% reduction in minimum yard/setback requirements in the applicable zoning district in Section 3.2 – 3.5,
 - a. Townhome developments are not eligible for this incentive, but may instead receive a 20% reduction in open space requirements
 2. 20% deviation from building coverage requirements in the applicable zoning district in Section 3.2 – 3.5,
 3. 20% reduction in minimum lot width in the applicable zoning district in Section 3.2 – 3.5,
 4. 20% reduction in minimum lot depth in the applicable zoning district in Section 3.2 – 3.5,
 5. 20% reduction in minimum lot area in the applicable zoning district in Section 3.2 – 3.5,
 6. 20% increase in maximum building height in the applicable zoning district in Section 3.2 – 3.5, provided the development is still in compliance with Section 7.10.6,
 7. 20% reduction in minimum unit size for townhome, duplex, multifamily dwelling, and tiny home developments as defined in Subsection 5.3.3,
 8. For multifamily dwellings, a 10 point reduction in the Landscaping Area Point System (development must provide at least two Elements from Section A and one Element from Section B, regardless of reduction) in Table 7.E,

9. A reduction or waiver in parking requirements from Table 7.9-I:
 - a. A reduction in parking requirements to not less than 1 parking space per affordable dwelling unit irrespective of the number of habitable rooms, or,
 - b. A reduction in parking requirements to not less than $\frac{1}{2}$ parking space per affordable dwelling unit for dwelling units restricted to senior citizens, with senior being defined as those 62 years of age or older.
- C. Application within Multi-Lot Developments.
 1. Within a multifamily development, the use of any incentive for any building(s) on the lot shall count as the use of that incentive for the entire property.
 2. For multi-lot developments, different incentives may be utilized on different lots.



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ICM: Cassey Ogden

DATE: April 7, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Rural Residential (RR) District to General Office (GO) District on approximately 5.36 acres of land generally located on the north side of Barthold Road, approximately 2,580 feet west of North Interstate 35 in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted (6-0) to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner Garland. (Z25-0025b, Arkamima, Matt Bodine)

<https://dentontx.new.swagit.com/videos/376351>

BACKGROUND

The applicant, McAdams, on behalf of the owner, Arthur and Kathryn Smuck, is requesting to rezone approximately 5.36 acres of land from Rural Residential (RR) District to General Office (GO) District for the purpose of developing a variety of commercial uses such as a Restaurant, Hotel, and General Retail. The subject property has a single-family home on it that is intended to be adapted for commercial use, but at this time no development plans or applications have been submitted to the City for review. If this zoning change were approved, any use permitted under the GO zoning district could be developed on the subject property. See Exhibit 8 for a complete list of permitted uses under both the current and proposed zoning districts.

The subject property was annexed into the City of Denton in 2015 and assigned the placeholder designation of Rural Residential (RD-5X) under the 2002 Denton Development Code (DDC); this transitioned to RR District with the adoption of the 2019 DDC. Adjacent properties to the west and north are situated within the Extra-Territorial Jurisdiction (ETJ) and have entered into non-annexation agreements with the City. Adjacent properties to the south and east are mostly vacant and are zoned either Light Industrial (LI) or Rural Residential (RR). Properties farther east along I-35 are a mix of commercial and industrial uses. The Future Land Use Map designates this area as Light Industrial.

The Denton Mobility Plan classifies Barthold Road as a Primary Arterial. TxDOT has a project to realign FM 1173 to connect with this portion of Barthold Road and improve it to a six-lane roadway. As a result of this road improvement project, a 150-foot deep portion of the subject property along Barthold Road has been acquired by TxDOT, which is why the subject zoning request does not extend south to Barthold Road.

PLANNING AND ZONING COMMISSION

At the February 11, 2026 meeting, the Planning and Zoning Commission opened the public hearing for this rezoning application and continued the hearing to the February 25, 2026 meeting at the request of the applicant.

At the February 25, 2026 meeting, the Planning and Zoning Commission voted (6-0) to recommend approval of the requested rezoning with a motion for approval by Commissioner Ketchersid and second by Commissioner Garland. The applicant spoke at the public hearing. The Commissioners commended the applicant for being proactive about the future use of their property.

A full Staff Analysis is provided in Exhibit 2.

OPTIONS

1. Approve
2. Deny
3. Postpone item

RECOMMENDATION

Staff recommends **approval** of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a zoning change.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

| <u>Date</u> | <u>Council, Board, Commission</u> | <u>Request</u> | <u>Action</u> |
|-------------------|-----------------------------------|---|--------------------------------|
| June 16, 2015 | City Council | City-initiated Annexation and zoned to RD-5X. (Ord. 2015-188) | Approved |
| October 1, 2019 | City Council | New DDC Zoning Code & City-wide zoning district transition to Rural Residential (RR) District. (DCA18-0009) | Approved |
| February 11, 2026 | Planning & Zoning Commission | Zoning Change from Rural Residential (RR) to General Office (GO) District. (Z25-0025) | Continued to February 25, 2026 |
| February 25, 2025 | Planning & Zoning Commission | Zoning Change from Rural Residential (RR) to General Office (GO) District. (Z25-0025a) | Recommended Approval |

PUBLIC OUTREACH:

Four notices were sent to property owners within 200 feet of the subject property, and three postcards were mailed to current residents within 500 feet of the subject property. As of the writing of this report, no responses have been received.

A notice was published on the City's website on January 22 and March 19, 2026.

A notice was published in the Denton Record Chronicle on January 24 and March 21, 2026.

Two signs were posted on the site on February 11, 2026.

The applicant held a virtual neighborhood meeting on January 29, 2026. No one from the public attended.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

1. Agenda Information Sheet
2. Staff Analysis
3. Site Location Map
4. Project Narrative
5. Current Zoning Map
6. Proposed Zoning Map
7. Future Land Use Map
8. Table of Allowed Uses
9. Notification Map & Sign Affidavit
10. Fiscal Impact Summary
11. Ordinance
12. Staff Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Matt Bodine
Assistant Planner

Planning Staff Analysis

Z25-0025/Arkamima

City Council District #3

REQUEST:

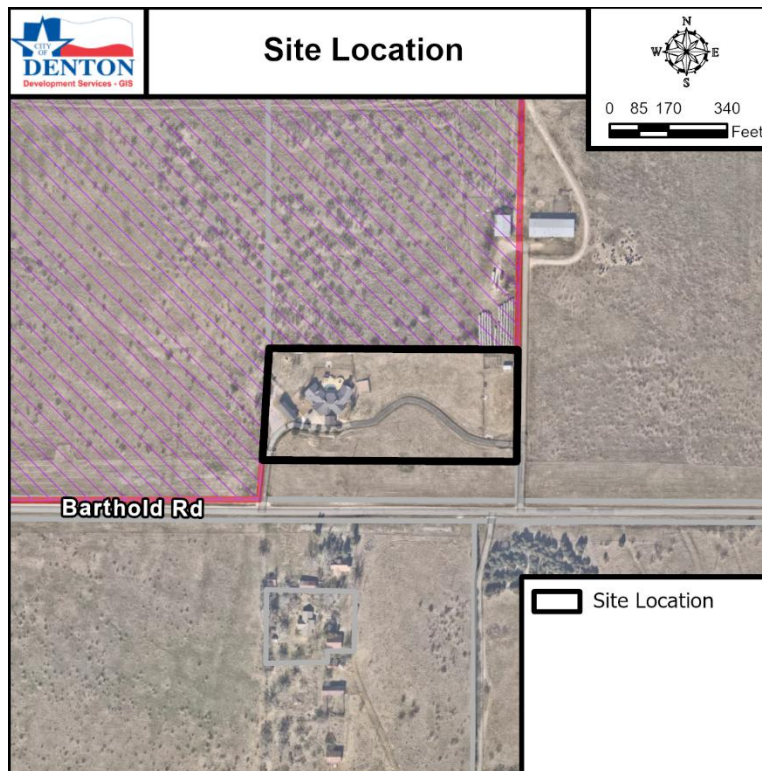
Request to rezone approximately 5.36 acres from Rural Residential (RR) District to General Office (GO) District.

STAFF RECOMMENDATION:

Staff recommends approval of the rezoning of approximately 5.36 acres of land from RR to GO District as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

SITE DATA:

The 5.36-acre subject property is generally located on the north side of Barthold Road and approximately 2,580 feet west of N. Interstate 35 (I-35N). Barthold Road is currently designated as a Primary Arterial and is constructed with two lanes of vehicle traffic. TxDOT has plans to improve Barthold Road (see Consideration A.11) and realign it to connect with FM 1173. The owner of the subject property has dedicated 150 feet of right-of-way (ROW) along Barthold Road for these improvements. There are no City utilities that extend to the property; therefore, when this property develops, the applicant will be responsible for extending utilities to their development. The subject property has a single-family house and accessory structures on it.



SURROUNDING ZONING AND USES:

Adjacent properties to the north and west are under Non-Annexation Agreements that limit them to single-family residential and agricultural uses until they are annexed into the City. Adjacent properties to the south are zoned Rural Residential District and are mostly undeveloped. Adjacent properties to the east are zoned Light Industrial (LI) District and are undeveloped.

| | | |
|---|---|--|
| Northwest: <u>Zoning:</u> Extra-Territorial Jurisdiction Division 1 (ETJ 1) / Non-Annexation Agreement <u>Use:</u> Undeveloped | North: <u>Zoning:</u> ETJ 1/ Non-Annexation Agreement <u>Use:</u> Undeveloped | Northeast: <u>Zoning:</u> LI <u>Use:</u> Undeveloped |
| West: <u>Zoning:</u> ETJ 1/Non-Annexation Agreement <u>Use:</u> Undeveloped | SUBJECT PROPERTY | East: <u>Zoning:</u> LI <u>Use:</u> Undeveloped |
| Southwest: <u>Zoning:</u> RR <u>Use:</u> Undeveloped | South: <u>Zoning:</u> RR <u>Use:</u> Single-Family Residential and Undeveloped | Southeast: <u>Zoning:</u> LI) <u>Use:</u> Undeveloped |

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

a. *Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.*

The review criteria were applied as required.

b. *The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.*

Section 2.7.2.D of the DDC applies to this rezoning request. An analysis of this request per those criteria can be found below in Consideration B.

c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls.*

There are no conflicts between the general criteria and the criteria specific to zoning requests.

2. *Prior Approvals*

City Council approved the City-initiated annexation of the subject property on June 16, 2015. The subject property was assigned the placeholder zoning designation Rural Residential (RD-5X) under the 2002 version of the DDC, which transitioned to the Rural Residential (RR) zoning district with the adoption of the 2019 DDC. Following annexation, the placeholder zoning remains in place until such time as the property owner applies to change the zoning.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*

The decision-making authority:

- a. *Shall weigh competing goals, policies, and strategies.*

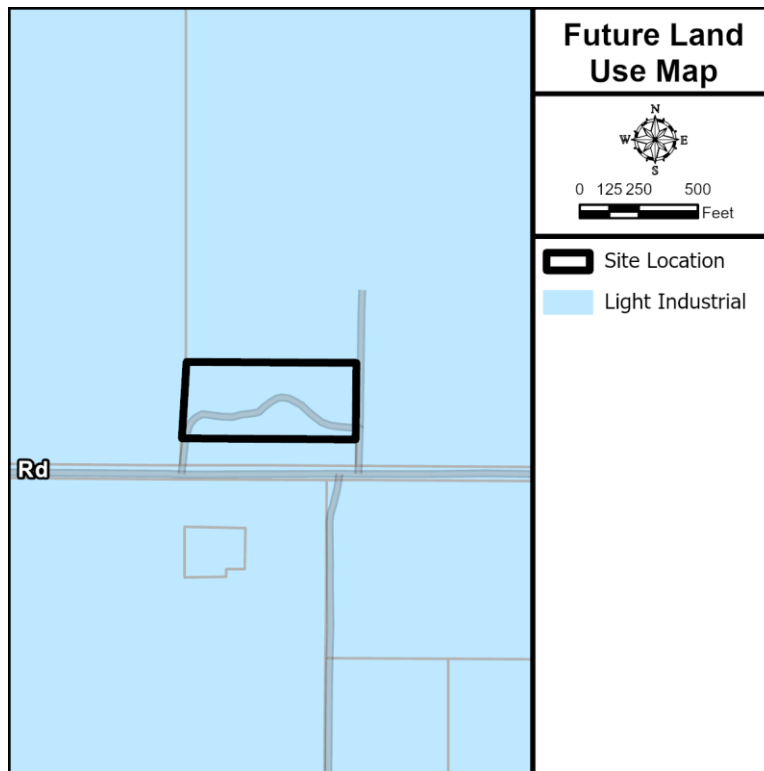
There are no competing goals, policies, or strategies with this proposal.

- b. *May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.*

Future Land Use Map

The Future Land Use Map (FLUM) designates the future land use for the subject property as Light Industrial. Per the Comprehensive Plan “this designation is intended for tracts of land that are appropriate for light industrial activity. Primary uses include light manufacturing, assembling, and warehousing and distribution, and include associated supporting uses, such as offices, retail, and restaurants. Light Industrial areas should have adequate access to infrastructure, including the transportation network. It is important in future development that transitions to adjacent sensitive land uses are considered.”

The proposed rezoning to GO District is consistent with FLUM as the zoning district permits a variety of commercial, professional, and industrial uses by right and with a Specific Use Permit. The applicant has indicated their intent is to develop the subject property with a variety of commercial uses which could be supportive of light industrial activity likely to develop on larger, adjacent properties zoned LI District.



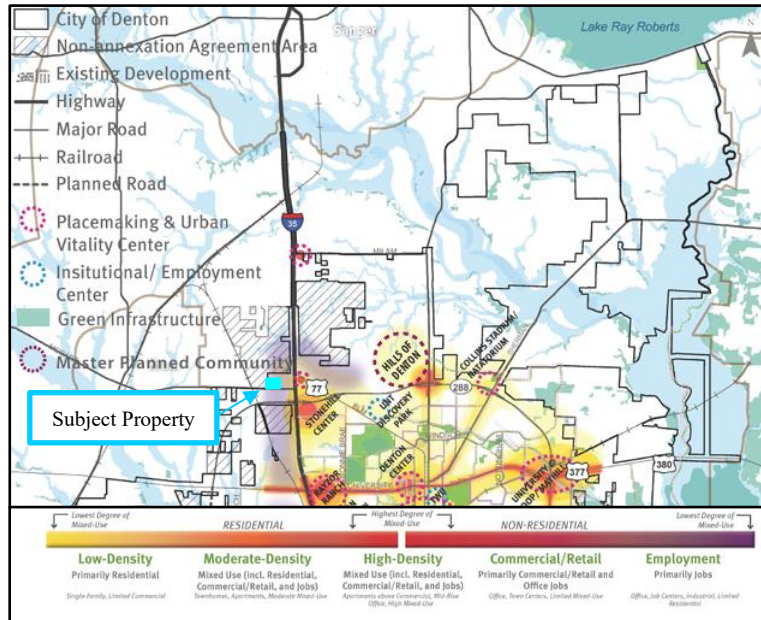
Fiscal and Economic Vitality

According to the Denton 2040 Comprehensive Plan, a strong and diverse economy is fundamental to achieving the vision of the 2040 Comprehensive Plan. As part of the City's fiscal and economic vitality vision, the following goal was included:

3.1.1: Ensure adequate land for future economic growth, particularly in the non-residential future land use categories, including a sufficient buffer zone to adjacent protected land uses.

The proposed rezoning would facilitate a variety of non-residential development in the northwest portion of the City. The Subject property is appropriately located along a Primary Arterial to ensure adequate access to the site, is situated in an area designated for future industrial and commercial uses and is adequately buffered from protected land uses.

Additionally, the Preferred Growth Concept Map shows areas of the City where employment-focused and residential uses are preferred with the subject property being in an area where employment is preferred.



The purpose of the rezoning is to ensure the development of a variety of supporting commercial uses on a smaller parcel of land situated in a designated industrial area that would help further the overall goals of the Comprehensive Plan to provide for a robust and diverse economy and ensure future economic growth in areas of the City where employment-focused uses are preferred.

4. Compliance with this DDC

- a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*

No development is proposed at this time as this request is solely for a rezoning of the subject property. All future development on this site must comply with applicable standards in the DDC, including, but not limited to building coverage, parking, tree preservation, and landscaping.

- b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*

If the rezoning request is approved, all future development proposals will be reviewed during the development process to ensure conformance with all zoning, transportation, drainage, public utility, tree preservation, and subdivision requirements. Any deficiencies in the future plats/plans would have to be addressed prior to approval.

5. *Compliance with Other Applicable Regulations*

If the proposed rezoning to the GO District is approved, prior to development, a detailed review of the proposed development will be conducted to ensure compliance with other applicable City, state, and federal regulations.

6. *Consistent with Interlocal and Development Agreements*

There are no interlocal or development agreements for the subject property.

7. *Minimizes Adverse Environmental Impacts*

The proposed development is not anticipated to create adverse environmental impacts upon the subject property. There are no potential Environmentally Sensitive Areas nor recognized Wildlife Corridors on the subject property. Development plans will be reviewed for compliance with tree preservation and stormwater management standards.

8. *Minimizes Adverse Impacts on Surrounding Property*

The proposed rezoning is not anticipated to create adverse impacts on surrounding properties, which are also predominantly undeveloped. Development of the subject property is required to follow DDC design standards, including lot dimensions, landscaping, and access requirements. Site design standards related to building placement and design are intended to mitigate negative impacts created by the scale and bulk of large buildings and provide for variety and visual interest in the exterior design.

9. *Minimizes Adverse Fiscal Impacts*

This proposed rezoning is not anticipated to create adverse fiscal impacts. Staff used the Fiscal Impact Tool to analyze the proposed rezoning based upon a mixture of restaurant, hotel, and general retail uses. The Fiscal Impact Summary (Exhibit 10) indicates that the proposal would result in a net \$12,811,300 revenue to the General Fund over a 40-year project duration.

10. *Compliance with Utility, Service, and Improvement Standards*

This proposed rezoning will not adversely affect utilities, services, or improvements in the area. Any future development plans will be reviewed to ensure compliance with all applicable standards.

11. *Provides Adequate Road Systems*

The subject property has street frontage on Barthold Road. The Denton Mobility Plan classifies this section of Barthold Road as a Primary Arterial. Additionally, TxDOT is planning to realign FM 1173, located further to the south, to connect with this section of Barthold Road and improve it to a six-lane roadway. This realignment west of I-35N is occurring to ensure that FM 1173 and Highway 77 align on either side of I-35N, allowing for better intersection design as I-35N is widened and frontage roads are added. Right-of-way needed to facilitate these Barthold Road/FM 1173 improvements has already been dedicated to TxDOT.

A Trip Generation Summary will be required during the development review process for any future development projects to determine if a Traffic Impact Analysis and/or additional offsite street improvements are needed.

12. *Provides Adequate Public Services and Facilities*

The proposed rezoning is not anticipated to negatively impact public services and facilities. The nearest fire station, Fire Station 5, is approximately 3 miles away along existing streets.

13. *Rational Phasing Plan*

This proposed rezoning does not have a phasing plan.

B. Section 2.7.2.D of the DDC states that an application for a rezoning may be approved based on the following conditions:

a. *The proposed rezoning is consistent with the Comprehensive Plan.*

As discussed above in Consideration A.3, the proposed rezoning to GO District is consistent with the Denton 2040 Comprehensive Plan as it will permit supporting commercial uses for existing and future employment uses in the area.

b. *The proposed rezoning is consistent with relevant Small Area Plan(s).*

There is no small area plan approved for this site.

c. *The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.*

Per DDC Subsection 3.5.1A, “the GO district is intended to provide locations for a variety of workplaces and complementary uses. Principal uses include office and research and development and related supporting uses. The GO district provides for flexible office space to encourage the establishment of research and development enterprises, start-ups, and opportunities for business innovation. This district applies to areas throughout the city that are in close proximity to commercial use areas and employment hubs.”

The proposed rezoning to the GO District, allowable land uses, and the subject property’s location are consistent with this purpose. The proposed land uses for the subject property are permitted in the GO District and would be subject to higher design standards than developments in other zoning districts in the area such as the Light Industrial District. Additionally, the subject property is in close proximity to existing commercial areas and employment hubs along I-35, and the proposed uses would be considered supportive of the uses in the area.

d. *There have been or will be significant changes in the area to warrant a zoning change.*

The area in the vicinity of the subject property, particularly along the I-35 and FM 1173 Corridors, has seen significant development in the last several years with a variety of industrial land uses. The proposed rezoning to the GO district would facilitate development of commercial land uses supportive of and complementary to the existing development patterns in the region. In addition, upcoming TxDOT projects in the area such as improvements to I-35N and FM 1173 will increase road capacity, thus encouraging more development in the area. Additionally, the Comprehensive Plan supports further development in the area through its future land use designation (see Consideration A.3).

- e. *The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.*

As discussed above in Consideration A.8, the proposed rezoning is not expected to adversely impact surrounding properties in a significant way. Any future development plans will be reviewed for compliance with DDC standards that mitigate adverse impacts including, but not limited to, landscape buffering, lighting, and screening.

- f. *Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.*

There are public facilities and services in the general area of the subject property.

Schools

Since the applicant is proposing commercial uses, the request would not add students to schools within the attendance boundary.

Water and Wastewater

Public water and wastewater services are located east of the subject property near I-35N. When the subject property develops, the developer of the site will be responsible for extending utilities to the property.

Nearest Fire Station

Fire Station #5 (2230 W Windsor Dr) is approximately 3 miles away along existing streets.

- g. *There was an error in establishing the current zoning district.*






There was not an error in the assignment of the current zoning district. The subject property's zoning designation is the result of the RD-5X placeholder designation assigned to the property upon annexation and the subsequent transition to RR zoning in 2019. This is the City's standard practice for all annexed properties to receive a placeholder zoning of Rural Residential, which remains in place until such time as the property owner applies to change the zoning on their property.

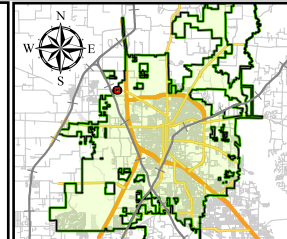
Z25-0025 Site Location Map



Barthold Rd

Barthold Rd

-  COD
-  ETJ
-  ETJ 2
-  NAA 8/1/20
-  NAA 8/1/40



0 50 100 200
Feet



Date: 2/18/2026

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4400 State Highway 121
Suite 800
Lewisville, TX 75056
972. 436. 9712

SPEC25540

January 12, 2026

City of Denton

601 East Hickory Street

Denton, TX 76205

E: Development@cityofdenton.com

P: 940.349.8600

RE: Arkamima – Letter of Intent for Rezoning

Please accept this letter, on behalf of Arthur Smuck, as an explanation of the proposed commercial fiscal impact information for approximately 5.36 acres within parcel number 208223, located at the north of Barthold Road (Future HWY 1173) in the City of Denton, Denton County, Texas.

ZONING AND FUTURE LANDUSE

The current zoning on the Arkamima property is Rural Residential (RR) with a Future Land Use Designation of Light Industrial. The current zoning does not allow for commercial uses, therefore a rezoning to General Office (GO) is being requested. Based on the uses within the City of Denton Land Use Plan, the Future Land Use designation of Light Industrial will remain.

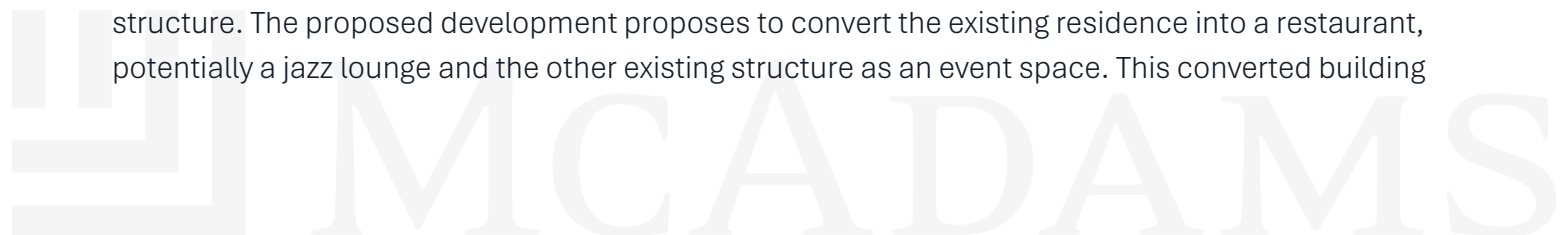
The proposed zoning change is to rezone from Rural Residential to General Office. There is a preliminary concept plan provided with the submittal for visualization purposes only and may not be the final plan. The current property owners wish to rezone to permit commercial uses and be more aligned with the uses of the surrounding properties.

EXISTING CONDITIONS

The property to the north of the subject property is located within the ETJ 1, and is vacant. The property to the west is also located within ETJ 1 and is vacant. The property to the south across HWY 1173 is zoned Rural Residential and is being used for a single- family residence. The property to the east is zoned Light Industrial and is vacant. All properties not located in the ETJ have a Future Land Use of Light Industrial.

PROJECT DESCRIPTION

Currently for the Arkamima project there is an existing residence on the property along with an existing structure. The proposed development proposes to convert the existing residence into a restaurant, potentially a jazz lounge and the other existing structure as an event space. This converted building



could have an outdoor area, with seating and a firepit. The rest of the property would be used for commercial, on the concept we are showing a boutique hotel near the converted residence with its own outdoor area for gatherings and games. Then on the eastern side of the property a retail building faces the future HWY 1173. The concept plan is preliminary but follows the permitted uses of General Office and Light Industrial. The concept plan shows access off future HWY 1173 on the west and east side of the property, as well as the 110' already dedicated to TxDOT.

CRITERIA FOR APPROVAL: GENERAL CRITERIA

1. The proposed development is consistent with the terms and conditions of any prior land use approval, plan, development agreement, or plat approval that is in effect and not proposed to be changed. This includes an approved phasing plan for development and installation of public improvements and amenities.
No prior approvals are in effect.
2. The proposed development is consistent with the Comprehensive Plan and any applicable plans. If development does not match the future land use designation in the Comprehensive Plan, an application may still be approved if it is determined by the approving body to meet the overall goals of the Comprehensive Plan.
The property's Future Land Use designation is Light Industrial and the surrounding development pattern aligns closely with Light Industrial uses. Our proposed development of commercial is consistent with the permitted uses within Light Industrial.
3. The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.
After the zoning is complete, future development shall comply with the DDC.
4. The proposed development shall be consistent with any adopted interlocal and applicable development agreements and comply with the terms and conditions of any such agreements incorporated by reference into this DDC.
N/A
5. The proposed development should be designed to minimize negative environmental impacts and should not cause significant adverse impacts on the natural environment.
There is no proposed development at this time. Floodplain and ESA Regulations will be complied with at the time of development. The natural environment will be considered in the future planning of the development.
6. The proposed development should not cause significant adverse impacts on surrounding properties.
The proposed zoning change is consistent with the development pattern of surrounding properties. We will be hosting 2 public neighborhood meetings. An invite to those meetings will be provided to city staff once the dates and times have been determined.

7. The proposed development should not result in significant adverse fiscal impacts on the city.
The proposed zoning change will not result in a significant adverse fiscal impact on the city.
8. As applicable, the proposed development shall comply with federal, state, county, service district, city and other regulatory authority standards, and design/construction specifications for roads, access, drainage, water, sewer, schools, emergency/fire protection, and similar standards.
The property owner shall comply with all regulatory requirements to obtain permitting and operate legally going forward.
9. Adequate road capacity shall exist to serve the uses permitted under the proposed development, and the proposed uses shall be designed to ensure safe ingress and egress onto the site and safe road conditions around the site, including for emergency services.
The property is along Barthold Rd (future HWY 1173), approximately 150' of the property has already been dedicated to TxDOT to expand HWY 1173. Because of this it can be adequately served by the highway.
10. Adequate public service and facility capacity shall exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development.
When the property is developed, we will ensure that the project is fully supported by the surrounding utility infrastructure.

CRITERIA FOR APPROVAL: SPECIFIC CRITERIA

1. The proposed rezoning is consistent with the Comprehensive Plan
Yes, The property's Future Land Use designation is Light Industrial and the surrounding development pattern aligns closely with Light Industrial uses. Our proposed development of commercial is consistent with the permitted uses within Light Industrial.
2. The proposed rezoning is consistent with relevant Small Area Plan(s)
N/A
3. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3: Zoning Districts
The proposed development will offer a variety of commercial uses while creating the opportunities for business and supporting the surrounding commercial and light industrial uses.
4. There have been significant changes in the area to warrant a zoning change
The continual development of nearby light industrial along with the expansion of HWY 1173 in the area warrant the zoning change, and make this property not a ideal area for rural residential.
5. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood;
The proposed zoning is consistent with the surrounding land use pattern.

6. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development; and/or:

When the property is developed, we will ensure that the project is fully supported by the surrounding utility infrastructure.

7. There was an error in establishing the current zoning.

There was no error in establishing the current zoning.

CONCLUSION

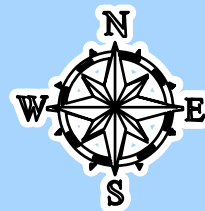
We are pleased to bring you this application and respectfully request your support for this rezoning application for Arkamima. Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

MCADAMS

Patricia Fant, AICP
Planning + Entitlements

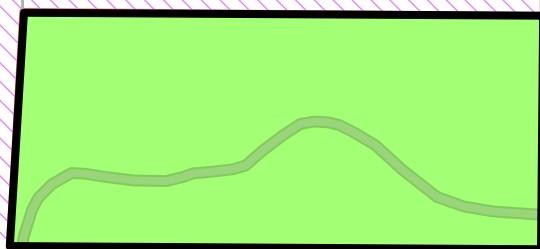
Z25-0025 Current Zoning Map




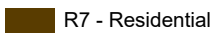

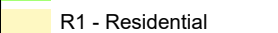







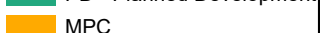
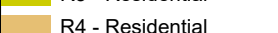
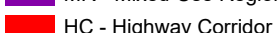

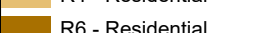
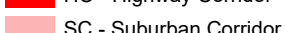
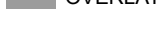
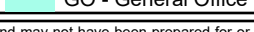
LI

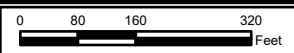
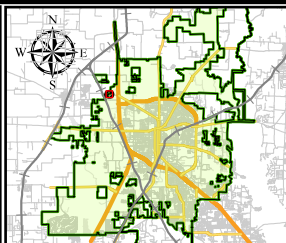
Barthold Rd

RR



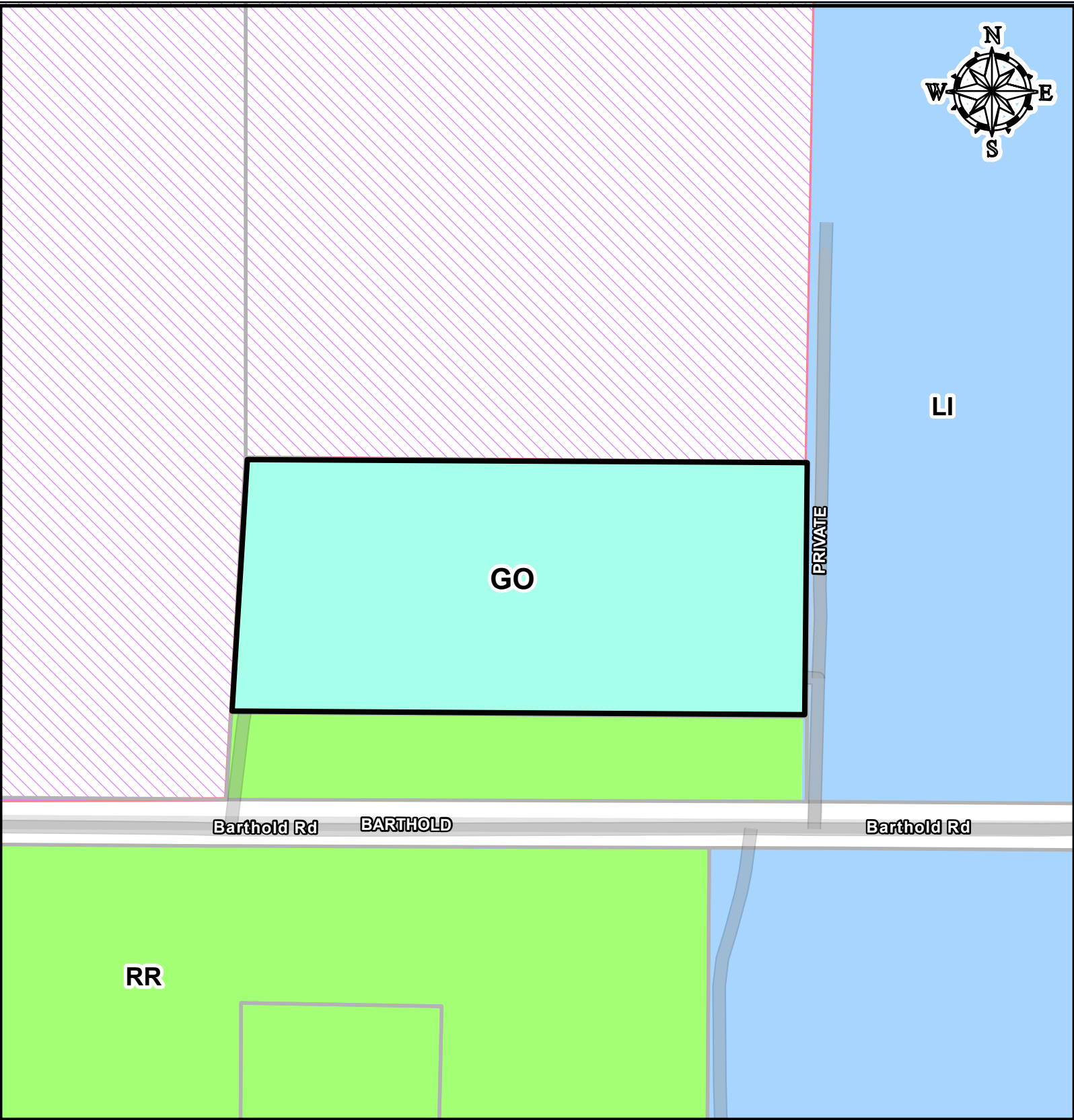
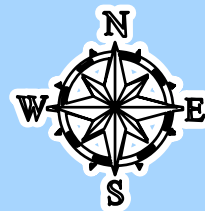
Current Zoning

| | | |
|---|--|---|
|  RR - Residential Rural |  R7 - Residential |  LI - Light Industrial |
|  R1 - Residential |  MN - Mixed-Use Neighborhood |  HI - Heavy Industrial |
|  R2 - Residential |  MD - Mixed-Use Downtown Core |  PF - Public Facilities |
|  R3 - Residential |  MR - Mixed-Use Regional |  PD - Planned Development |
|  R4 - Residential |  HC - Highway Corridor |  MPC |
|  R6 - Residential |  SC - Suburban Corridor |  OVERLAY |
| |  GO - General Office | |

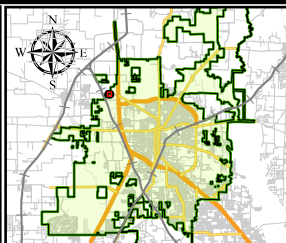


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Z25-0025 Proposed Zoning Map



| Current Zoning | | Proposed Zoning | |
|------------------------|------------------------------|--------------------------|------------------------|
| RR - Residential Rural | MN - Mixed-Use Neighborhood | GO - General Office | LI - Light Industrial |
| R1 - Residential | MD - Mixed-Use Downtown Core | HI - Heavy Industrial | PF - Public Facilities |
| R2 - Residential | MR - Mixed-Use Regional | PD - Planned Development | MPC |
| R3 - Residential | HC - Highway Corridor | OVERLAY | |
| R4 - Residential | SC - Suburban Corridor | | |
| R6 - Residential | | | |
| R7 - Residential | | | |

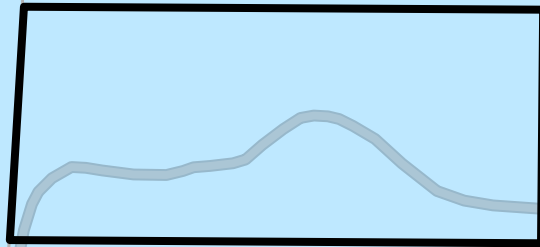
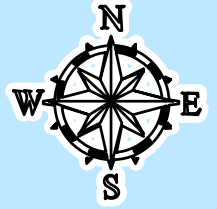


0 50 100 200 Feet

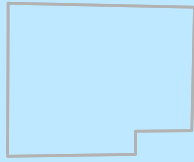
Date: 2/18/2026

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
Z25-0025 Future Land Use Map

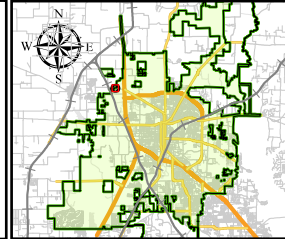


Barthold Rd



Future Land Use 2040

- | | |
|--|--|
|  Agriculture |  Neighborhood Mixed Use |
|  Rural Areas |  Neighborhood / University Compatibility Area |
|  Low Residential |  Business Center |
|  Moderate Residential |  Light Industrial |
|  Master Planned Community |  Industrial Commerce |
|  Downtown Denton |  Government / Institutional |
|  Regional Mixed Use |  Parks / Open Space |
|  Community Mixed Use |  Site Location |



0 80 160 320
Feet



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5.2.3 Table of Allowed Uses.

| Table 5.2-A: Table of Allowed Uses | | | | | | | | | | | | | | | | | |
|--|---|----|----|----|----|----|----|-----------|----|----|----------|----|----------------------|----|----|--------|------------------------|
| P = permitted S = specific use permit required Blank cell = use prohibited += use-specific standards apply | | | | | | | | | | | | | | | | | |
| | Residential | | | | | | | Mixed-Use | | | Corridor | | Other Nonresidential | | | | Use-Specific Standards |
| | RR | R1 | R2 | R3 | R4 | R6 | R7 | MN | MD | MR | SC | HC | GO | LI | HI | PF | |
| Residential Uses | | | | | | | | | | | | | | | | | |
| Household Living | | | | | | | | | | | | | | | | | |
| Single-Family Detached Dwelling | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | | | | | | | 5.3.3A | |
| Townhome | | | | | S+ | P+ | P+ | P+ | P+ | P+ | | | | | | 5.3.3B | |
| Duplex | | | | | S+ | P+ | P+ | P+ | P+ | P+ | | | | | | 5.3.3C | |
| Triplex | | | | | | P+ | P+ | P+ | P+ | P+ | | | | | | 5.3.3C | |
| Fourplex | | | | | | P+ | P+ | P+ | P+ | P+ | | | | | | 5.3.3C | |
| Multifamily Dwelling | | | | | | | S+ | P+ | P+ | P+ | S+ | S+ | S+ | | | 5.3.3D | |
| Tiny Home Development | Subject to approval of a planned development (PD); see 5.3.3E | | | | | | | | | | | | | | | | |
| Work/Live Dwelling | P+ | | | | | | P+ | P+ | P+ | P+ | P+ | S+ | S+ | | | 5.3.3F | |
| Manufactured Home Development (HUD Code) | | | | | | S+ | S+ | | | | | | | | | 5.3.3G | |
| Group Living | | | | | | | | | | | | | | | | | |
| Chapter House | | | | | | | S | S | | | | | | | P | | |
| Community Home | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | | | | | 5.3.3I | |
| Dormitory | | | | | | | S | S | P | | | | | | | | |
| Elderly Housing | | | | | | S+ | S+ | P+ | P+ | P+ | S+ | S+ | | | | 5.3.3H | |
| Group Home | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | | | | | | 5.3.3J | |
| Public, Institutional, Religious, and Civic Uses | | | | | | | | | | | | | | | | | |
| Community and Cultural Facilities | | | | | | | | | | | | | | | | | |
| Airport, City-Owned | | | | | | | | | | | | | | | P | | |
| Cemetery, City-Owned | | | | | | | | | | | | | | | P | | |
| Cemetery, Privately-Owned | S+ | | S+ | | | | | | | S+ | S+ | S+ | S+ | S+ | S+ | 5.3.4I | |
| Club or Lodge | P | S | S | S | S | S | S+ | P+ | P | P+ | P | P | P | P+ | P+ | 5.3.4A | |
| Community Service | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | |
| Day Care, Adult or Child | P | S | S | S | S | S | P | P | P | P | P | P | P | P+ | | 5.3.4B | |
| Funeral and Internment Facility | | | | | | | | | S | S | P | P | P | P | | | |
| Homeless Shelter | S+ | | | | | | S+ | S+ | S+ | S+ | | | | | P+ | 5.3.4C | |
| Landfill, City-Owned | | | | | | | | | | | | | | | P | | |
| Park, Playground, Open Space | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | |
| Religious Assembly | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.3.4D | |
| Educational Facilities | | | | | | | | | | | | | | | | | |
| Business or Trade School | | | | | | | | P+ | P+ | P+ | P+ | P | P | P | P | 5.3.4E | |
| College or University | | | | | | | | | P | P | | | P | | | | |

| | | | | | | | | | | | | | | | | | |
|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| School, Private | P | S | S | S | S | S | S | P | P | P | P | P | P | | | P | |
| School, Public | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | |
| School, Charter | P | P+ | P+ | P+ | P+ | P+ | P+ | P | P | P | P | P | P | P+ | P+ | P | 5.3.4J |
| Healthcare Facilities | | | | | | | | | | | | | | | | | |
| Hospital Services | | | | | | | | | | P+ | P+ | P | P | | | | 5.3.4F |
| Medical Clinic | | | | | | | | S+ | S+ | P+ | P+ | P | P | P | | | 5.3.4G |
| Medical Office | | | | | | | | P+ | P+ | P+ | P+ | P+ | P | P | | | 5.3.4H |
| Commercial Uses | | | | | | | | | | | | | | | | | |
| Agricultural and Animal Uses | | | | | | | | | | | | | | | | | |
| General Agriculture | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.3.5A |
| Commercial Animal Service (Indoor) | P+ | S+ | S+ | | | | | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | 5.3.5B |
| Commercial Animal Service (Outdoor) | P+ | S+ | S+ | | | | | | | P+ | P+ | P+ | P+ | P+ | P+ | | 5.3.5B |
| Commercial Stable | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.3.5C |
| Community Garden | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | |
| Urban Farm | p | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | |
| Veterinary Clinic | P | S | S | | | | | P+ | P+ | P+ | P+ | P+ | P | P | | | 5.3.5D |
| Recreation and Entertainment | | | | | | | | | | | | | | | | | |
| Amenity Center | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | |
| Indoor Recreation Facility | P | | | | | | | P | P | P | P | P | P | P | | | |
| Outdoor Recreation Facility | P | P | P | P | P | P | P | S | S | S | P | P | P | P | | | |
| RV Park | S+ | | S+ | S+ | S+ | S+ | S+ | | | | | | | S+ | P+ | | 5.3.5E |
| Food and Beverage Services | | | | | | | | | | | | | | | | | |
| Bar, Tavern, or Lounge | | | | | | | | S+ | P | P | P | P | P | P | P | | 5.3.5F |
| Mobile Food Court | | | | | | | | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | | 5.3.5G |
| Private Club | P+ | | | | | | | P+ | P+ | P+ | P+ | | | P+ | P+ | | 5.3.5H |
| Restaurant | | | | | | | | P+ | P | P | P | P | P | P | | | 5.3.5I |
| Restaurant, with Drive-Through | | | | | | | | S+ | S+ | P+ | P+ | P+ | P+ | P+ | P+ | | 5.3.5J |
| Office, Business, and Professional Services | | | | | | | | | | | | | | | | | |
| Administrative, Professional, and Government Office | | | | S+ | S+ | S+ | P+ | P+ | P+ | P | P | P | P | P | P | P | 5.3.5K |
| Bank or Financial Institution | | | | | | | | S+ | P+ | P+ | P | P | P | P | P | | 5.3.5L |
| Musician Studio | | | | | | | | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | 5.3.5M |
| Credit Access Business | | | | | | | | S+ | P+ | P | P | P | P | P | P | | 5.3.5N |
| Printing, Copying, and Publishing Establishment | | | | | | | | S | P | P | P | P | P | P | P | | |
| Personal Services | | | | | | | | | | | | | | | | | |
| Laundry Facility, Industrial | | | | | | | | | | | | S | S | P | P | | |
| Laundry Facility, Self-Service | | | | | | | | S+ | P+ | P+ | P+ | P | P | P | P | | 5.3.5O |

| | | | | | | | | | | | | | | | | | | | |
|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|--|--------|
| Personal Service, General | | | | | | | | | P | P | P | P | P | P | | | | | |
| Tattoo and Body Piercing Parlor | | | | | | | | | P+ | P+ | P+ | P+ | P+ | | | | | | 5.3.5P |
| Retail Sales | | | | | | | | | | | | | | | | | | | |
| Building Materials and Supply Store | | | | | | | | | | | | S | P | | P | P | | | |
| General Retail Unless Otherwise Specified, Less than 5,000 Square Feet | | | | | | | | S+ | P | P | P | P | P | P | P | P | P | | 5.3.5Q |
| General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet | | | | | | | | | P | P | P | P | P | P | P | P | | | |
| General Retail Unless Otherwise Specified, More than 15,000 Square Feet | | | | | | | | S | S | P | P | P | P | P | P+ | P+ | | | 5.3.5R |
| Smoke Shop | | | | | | | | | | P | P | P | P | | | | | | |
| Lodging Facilities | | | | | | | | | | | | | | | | | | | |
| Bed and Breakfast | P+ | | | | S+ | S+ | S+ | P+ | P+ | P+ | P+ | | | | | | | | 5.3.5S |
| Boarding or Rooming House | | | | | | | | S | P | P | P | | | | | | | | |
| Hotel | | | | | | | | P | P | P | P | P | P | P | | | | | |
| Motel | | | | | | | | | | P | P | P | P | P | | | | | |
| Short-Term Rental | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | | | | | 5.3.5T |
| Vehicles and Equipment | | | | | | | | | | | | | | | | | | | |
| Auto Wash | | | | | | | | | | | P | P | P | P | P | P | | | |
| Automotive Fuel Sales | | | | | | | | S+ | S+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | | 5.3.5U |
| Automotive Repair Shop, Major | | | | | | | | | | | P+ | P+ | P+ | S+ | P+ | P+ | | | 5.3.5V |
| Automotive Repair Shop, Minor | | | | | | | | S+ | | | P+ | P+ | P+ | P+ | P+ | P+ | | | 5.3.5W |
| Automotive Sales or Leasing | | | | | | | | | | | | P | | | | | | | |
| Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard | | | | | | | | | | | | | | | S+ | P+ | | | 5.3.5X |
| Equipment Sales and Rental | | | | | | | | | | | | S+ | | | S+ | P+ | | | 5.3.5Y |
| Parking Lot as a Principal Use | | | | | | | | | | P | P | P | P | P | P | P | | | |
| Travel Plaza | | | | | | | | | | | | P | | | P | P | | | |
| Adult Entertainment Establishments | | | | | | | | | | | | | | | | | | | |
| Sexually Oriented Business | | | | | | | | | | | | | | | | S+ | | | 5.3.5Z |

| Industrial Uses | | | | | | | | | | | | | | | | | | | | | |
|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------------------------|--------|
| Data Center | | | | | | | | | | | | | | | | | | | | | |
| Data Center, Modular | | | | | | | | | | | | | | | | | S+ | S+ | S+ | 5.3.6I | |
| Data Center, Warehouse | | | | | | | | | | | S+ | S+ | S+ | P+ | P+ | P+ | P+ | | | 5.3.6J | |
| Manufacturing and Processing | | | | | | | | | | | | | | | | | | | | | |
| Craft Alcohol Production | | | | | | | | | S | P+ | P+ | P+ | P | P | P | | | | | 5.3.6A | |
| Feedlot, Slaughterhouse, or Packaging Plant | S | | | | | | | | | | | | | | | | | S | | | |
| Food Processing, Less than 2,500 Square Feet | | | | | | | | | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | | | 5.3.6B | |
| Food Processing, More than 2,500 Square Feet | | | | | | | | | S+ | S+ | P+ | P+ | P+ | P+ | P+ | P+ | | | | 5.3.6C | |
| Gas Well | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | Subchapter 6: Gas Wells | |
| Manufacturing, Artisan | | | | | | | | | P+ | P+ | P | P | P | P | P | P | | | | 5.3.6D | |
| Manufacturing, Low-Impact | | | | | | | | | | S+ | P+ | P+ | P+ | P+ | P+ | P | P | | | 5.3.6E | |
| Manufacturing, Medium-Impact | | | | | | | | | | | | | | | S | S | P | | | | |
| Manufacturing, High-Impact | | | | | | | | | | | | | | | | | | S | | | |
| Commercial Incinerator, Transfer Station | | | | | | | | | | | | | | | | | | S | | | |
| Storage and Warehousing | | | | | | | | | | | | | | | | | | | | | |
| Outdoor Storage | | | | | | | | | | | | | | | | | | S+ | S+ | S+ | 5.3.6F |
| Self-Service Storage | | | | | | | | | S+ | S+ | S+ | P+ | S+ | P+ | P+ | P+ | | | | 5.3.6G | |
| Storage of Hazardous Materials | | | | | | | | | | | | | | | | | | S | | | |
| Warehouse and Wholesale Facility | | | | | | | | | | | S+ | S+ | P | P | P | P | | | | 5.3.6H | |
| Public and Semi-Public Utility Uses | | | | | | | | | | | | | | | | | | | | | |
| Basic Utilities | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | | |
| Power Stations, Electric Substations, Interchanges, and Switch Stations | P+ | | | | | | | | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | 5.3.7A | |
| Solar Collector as Principal Use | S+ | | | | | | | | | | | | | | S+ | S+ | S+ | P+ | | 5.3.7B | |
| Wind Energy Conversion System (WECS) | | | | | | | | | | | | | | | | | | S+ | S+ | 5.3.7C | |
| Wireless Telecommunications | See Section 5.6: Wireless Telecommunications Facilities | | | | | | | | | | | | | | | | | | | | |
| Accessory Uses | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | |
|--|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| Accessory Dwelling Unit | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | | | | | | | | 5.4.4A |
| Donation Box | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.4.4B |
| Home Occupation | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | | | | | | 5.4.4C |
| Outdoor Storage, Accessory | | | | | | | | | | | | P+ | P+ | P+ | P+ | P+ | 5.4.4D |
| Sale of Produce and Plants Raised on Premises | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.4.4E |
| Solar Collector, (Ground- or Building-Mounted) | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.4.4F |
| Wind Energy Conversion System (WECS), Small (Ground-Mounted) | P+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | P+ | P+ | P+ | 5.4.4G |
| Wind Energy Conversion System (WECS), Small (Building-Mounted) | P+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | S+ | P+ | P+ | P+ | 0 |
| Temporary Uses | | | | | | | | | | | | | | | | | |
| Temporary Storage Containers and Other Portable Storage Units | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.5.6A |
| Concrete or Asphalt Batching Plant, Temporary | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.5.6B |
| Farmer's Market or Open Air Market | | | | | | | | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.5.4 |
| Field or Construction Office | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.5.6C |
| Seasonal Sales | | | | | | | | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | | 5.5.4 |
| Special Event | | | | | | | | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.5.4 |
| Portable Wireless Telecommunications Facility | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | P+ | 5.5.4 |

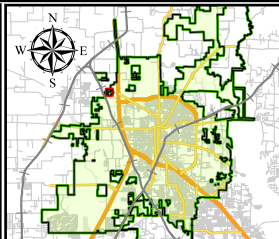
Z25-0025 Notification Map



500 ft Buffer

200 ft Buffer

Barthold Rd



0 95 190 380
Feet



Date: 2/18/2026

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."



DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

Public Hearing Notification Sign Criteria and Affidavit

A public hearing notification sign is a sign erected on the subject property to publicize a Future Land Use or Zoning Change request, a Specific Use Permit request, a Variance request, or a Historic Landmark Designation request. ***The number of signs and the placement of signs shall be determined at the time of First Review Comments for each specific request.*** It is the responsibility of the owner/project representative to contact Development Services Department to verify the number and location of signs needed.

Sign Criteria:

SIGN DESIGN

- Signs shall be four (4) feet wide by four (4) feet tall. (Please refer to attached sign exhibit.)
- The sign shall be constructed in accordance with the City's design standards for public hearing notification signs.
 - a) Two (2) sided, ten (10) millimeter Coroplast sign or other material of equivalent strength and durability.
 - b) Lettering shall be placed on both sides of the sign.
 - c) The letter font style shall be Trebuchet MS. The required font size is 230 (bold) for the sign heading and 180 for the remainder of the sign. Of the smaller words on the sign, everything is bold except the number field, name field, request field, and the website address. (Please refer to attached sign exhibit.)
 - d) Metal or wood posts shall be used.
- The sign shall comply with the layout and dimensions on the attached Public Hearing Notification Sign Specification sheet.

PLACEMENT

- The sign shall be posted perpendicular to the property line, and visible and legible from adjacent rights-of-way, but except alleys, at a location(s) determined by staff.
- If the subject property is on more than one (1) right-of-way, one (1) sign shall be posted along each right-of-way for each 500 feet of linear street frontage of the property.
- Signs shall be located outside of the public right-of-way, and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Director of Development Services or designee.

PROOF OF POSTING

- At least 10 days prior to the public hearing, the applicant shall submit an executed affidavit of proof of the posting (attached) and photographs of the installed sign to the Planning Project Manager.

Failure to post the notification sign(s) and submit the affidavit and photographs will require that the public hearing item be withdrawn and re-noticed until the next public hearing date available.

- The property owner is responsible for maintaining the sign on the property throughout the entire public hearing process. If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign and posting the sign on the property promptly.

REMOVAL OF SIGNS

- The property owner or his/her representative must remove the sign within three (3) calendar days subsequent to the final decision by the approving body.



DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

CITY OF DENTON PUBLIC HEARING NOTIFICATION SIGN SPECIFICATIONS

4 Feet



Notice of Public Hearing

Project Number: Z25-0025

Project Name: Arkamima

Request: Zoning Change

For more info:

[www.cityofdenton.com/
ProjectInfo](http://www.cityofdenton.com/ProjectInfo)

Call: (940) 349-8600



4 Feet

File Downloads for Sign Posting

[QR Code File Download](#)

[Logo File Download](#)



DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

PUBLIC HEARING NOTIFICATION SIGN AFFIDAVIT OF SIGN POSTING

Project No. Z25-0025

Date of Planning and Zoning Commission Meeting: 2-25-2026

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number Arkamima - Z25-0025

located at 5100 Barthold Rd. Denton, TX 76207

Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.

Posting of said signs was accomplished on 02-11, 2026. Said signs have been posted in a manner that provides an unobstructed view and allows clear reading from the public right(s) of-way along Barthold Road. 2-signs installed SW and SE corner.

Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body. I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the 11th day of Feb., 2026

Aimee Bissett

Signature of Applicant or Authorized Representative for Project No.

Aimee Bissett

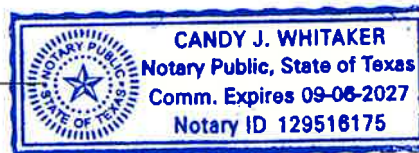
Printed Name of Applicant or Authorized Representative for Project No.

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this 11th day personally appeared (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 11th day of February, 2026.

Candy J. Whitaker

Notary Signature (seal)



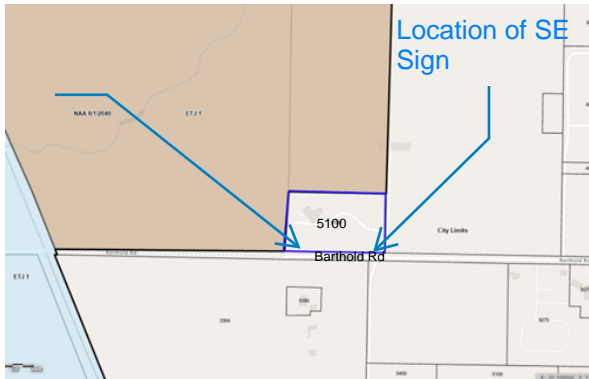
PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.

STAFF USE ONLY:

Date/Time submitted: Feb 11, 2026 1:17 PM Verified by: Matthew Bodine, Asst. Planner

5100 Barthold Rd. Denton

Location of SW- Sign



FISCAL SUMMARY

It has a single-family house and accessory structures on it.

CITY OF DENTON

GENERAL FUND IMPACTS

| Revenues | 40 Year Total |
|---|----------------------|
| AD VALOREM TAXES | \$5,636,200 |
| RETAIL SALES TAX | |
| Direct Project Retail Sales Tax Revenue | \$5,336,100 |
| Net New Resident + New Commuters Retail Sales Tax Revenue | \$0 |
| OTHER TAXES (Mixed Beverage) | \$4,766,900 |
| LICENSE & PERMITS | |
| Zoning Fees | \$22,100 |
| Building Permits | \$20,300 |
| Certificate of Occupancy | \$0 |
| Beer & Wine Permits | \$53,300 |
| SERVICE FEES | |
| Restaurant Inspections | \$26,700 |
| Grocery Store Inspections | \$16,700 |
| Swimming Pool Inspections | \$100 |
| Electrical Inspections | \$0 |
| Plumbing Inspections | \$0 |
| Development Fees | \$23,800 |
| Plan Review Fees | \$16,200 |
| Expenses | 40 Year Total |
| Neighborhood | (\$805,000) |
| Public Safety | (\$1,560,000) |
| Transportation | (\$67,100) |
| Admin & Community Services | (\$674,900) |

OTHER FUND REVENUES

| | |
|---|-------------|
| TOURISM & CONVENTION SALES TAX | \$2,263,400 |
| ENTERPRISE UTILITY FUNDS | |
| Electric Charge | \$7,753,300 |
| Water Charge | \$1,326,000 |
| Wastewater Charge | \$1,436,500 |
| Drainage Charge | \$100,800 |
| Solidwaste Charge | \$2,213,400 |
| WATER IMPACT FEE | \$141,300 |
| WASTEWATER IMPACT FEE | \$87,800 |
| TOTAL ROADWAY IMPACT FEE | \$3,400 |
| TOTAL PARKS LAND DEDICATION & DEV. TRUST | \$0 |
| TREE MITIGATION | \$0 |
| ROADWAY MAINTENANCE | \$0 |

New Residents From Residential



0

New Workers From Non-Residential *



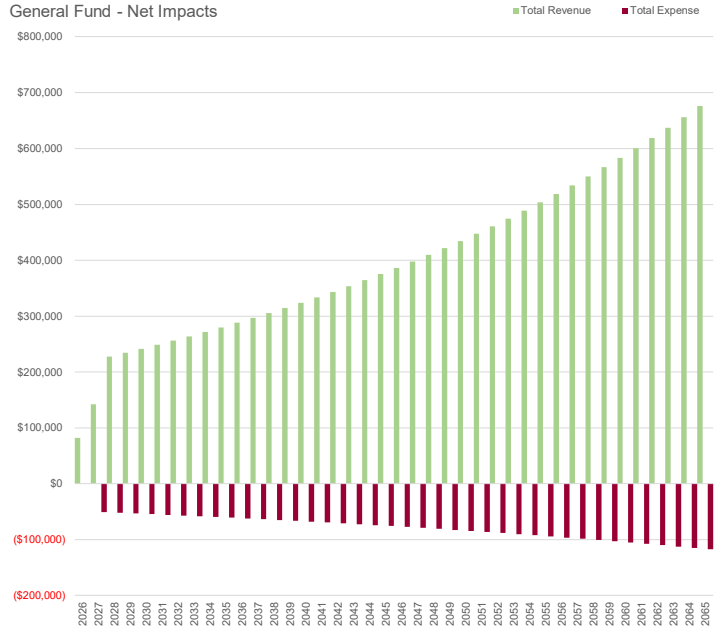
72

* Calculations based on new commuters not total new workers in order to not double count with new residents

General Fund Impact Summary

| General Fund - Total Revenue | General Fund - Total Expenses | General Fund - Net Impact |
|------------------------------|-------------------------------|---------------------------|
| \$15,918,300 | -\$3,107,000 | \$12,811,300 |

General Fund - Net Impacts



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM RURAL RESIDENTIAL (RR) DISTRICT TO GENERAL OFFICE (GO) DISTRICT ON APPROXIMATELY 5.36 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF BARTHOLD ROAD, APPROXIMATELY 2,580 FEET WEST OF NORTH INTERSTATE 35 IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF \$2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Z25-0025b)

WHEREAS, Candy Whitaker with McAdams on behalf of property owners Arthur and Kathryn Smuck has submitted a request to rezone approximately 5.36 acres of land from Rural Residential (RR) to General Office (GO) District, legally described in Exhibit "A", attached hereto and depicted as Exhibit "B" and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, on February 25, 2026, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval [6-0] of the request; and

WHEREAS, on April 7, 2026, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for the requested zoning district change for the Property, have determined that the proposed change is in the best interest of the health, safety, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. The zoning district and use classification for the Property is hereby changed to General Office (GO) District.

SECTION 3. The City's official zoning map is hereby amended to show the established zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding \$2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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: | _____ | _____ | _____ | _____ |
| 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: *Hilary McMahon*

Exhibit A

Legal Description

BEING all that certain lot, tract, or parcel of land, situated in the S. L. Johnson Survey, Abstract Number 683, City of Denton, Denton County, Texas, and being a part of that certain tract of land, described by deed to Arthur and Kathryn Smuck, recorded in Document Number 2018-61600, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the southeast corner of said Smuck tract, same being the southeast corner of a certain tract of land, described by deed to the State of Texas, recorded in Document Number 2022-129289, Deed Records, Denton County, Texas, and being in the north line of Barthold Road, from which a 1/2" rebar found (DISTURBED) bears N 16°29'33" E, 5.4 feet;

THENCE N 00°48'37" E, with the east line of said Smuck tract, and the east line of said State of Texas tract, a distance of 150.81 feet to a 1/2" capped rebar found, stamped "TxDOT ROW" at the northeast corner thereof, being the **POINT OF BEGINNING** of the herein described tract of land;

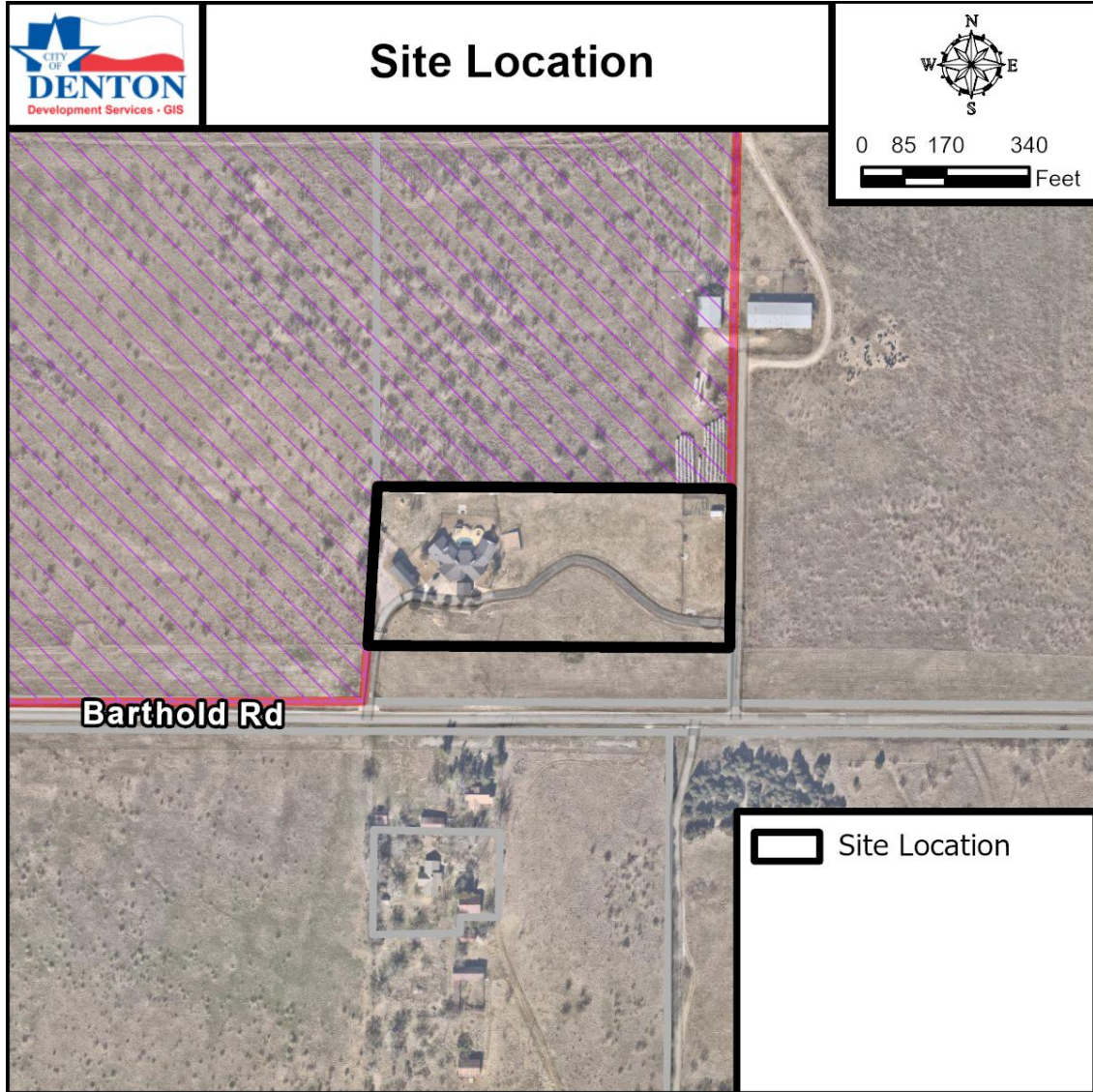
THENCE N 89°39'10" W, over, across, and through said Smuck tract, and with the north line of said State of Texas tract, a distance of 736.26 feet to a 1/2" capped rebar found, stamped "TxDOT ROW" in the west line of said Smuck tract;

THENCE N 03°28'44" E, with the west line of said Smuck tract, a distance of 323.95 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the northwest corner thereof;

THENCE S 89°08'50" E, with the north line of said Smuck tract, a distance of 721.49 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the northeast corner thereof;

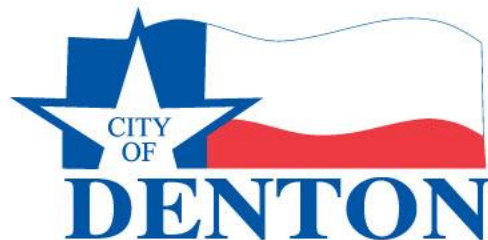
THENCE S 00°52'15" W, with the east line of said Smuck tract, a distance of 317.12 feet to the **POINT OF BEGINNING** and containing approximately 5.360 acres of land.

Exhibit B
Site Location Map



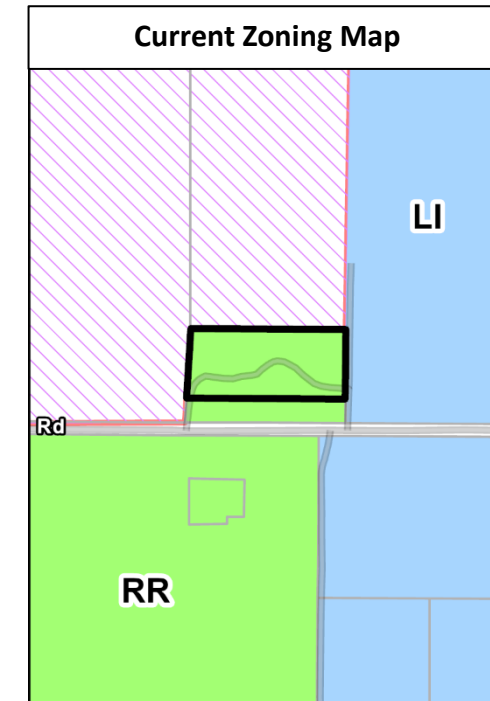
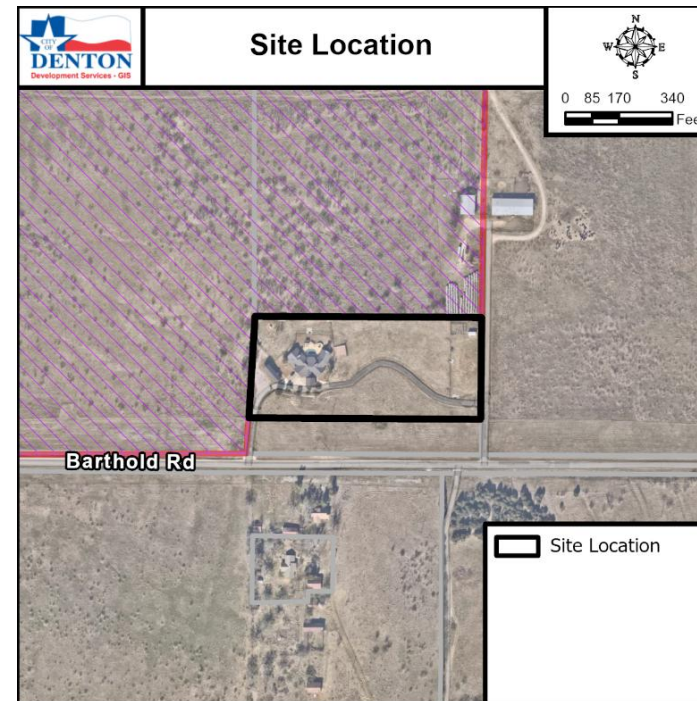
Z25-0025b Arkamima

Matt Bodine
Assistant Planner
4/7/2026



Site Characteristics and Request

- 5.36 acres single-family home and accessory structures.
- Currently zoned Rural Residential (RR) District.
- Surrounding properties zoned LI or RR or in ETJ.
- Barthold Road is classified as a Primary Arterial.
- Proposing various commercial uses for the property.
- Request to rezone to General Office (GO) District.



Approval Criteria

Summary:

- ✓ Consistent with proposed zoning's purpose statement
- ✓ Consistent with Comprehensive Plan
- ✓ Consistent with FLUM
- ✓ There have been and will be significant changes in the area
- ✓ Minimizes impacts

General Approval Criteria for All Applications (Sec. 2.4.5.E)

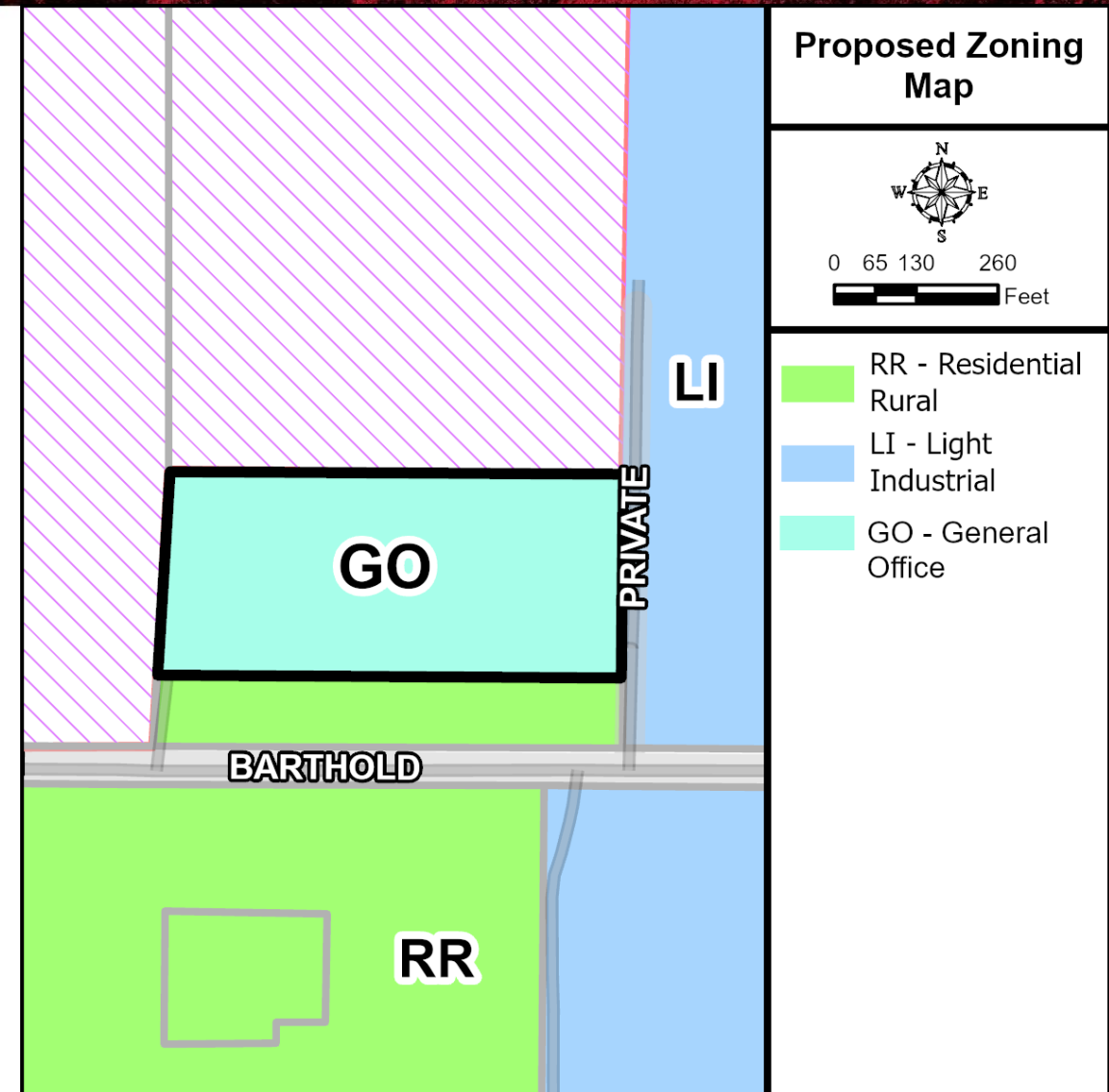
1. General Criteria
2. Prior Approvals
3. Consistent with the Comprehensive Plan and Other Applicable Plans
4. Compliance with this DDC
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. Minimizes Adverse Environmental Impacts
8. Minimizes Adverse Impacts on surrounding Property
9. Minimizes Adverse Fiscal Impacts
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Zoning Criteria for Approval (Sec 2.7.2.D)

- a. The proposed rezoning is consistent with the Future Land Use Map designation.
- b. The proposed rezoning is consistent with relevant Small Area Plan(s).
- c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.
- d. There have been or will be significant changes in the area to warrant a zoning change.
- e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.
- f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.
- g. There was an error in establishing the current zoning district.

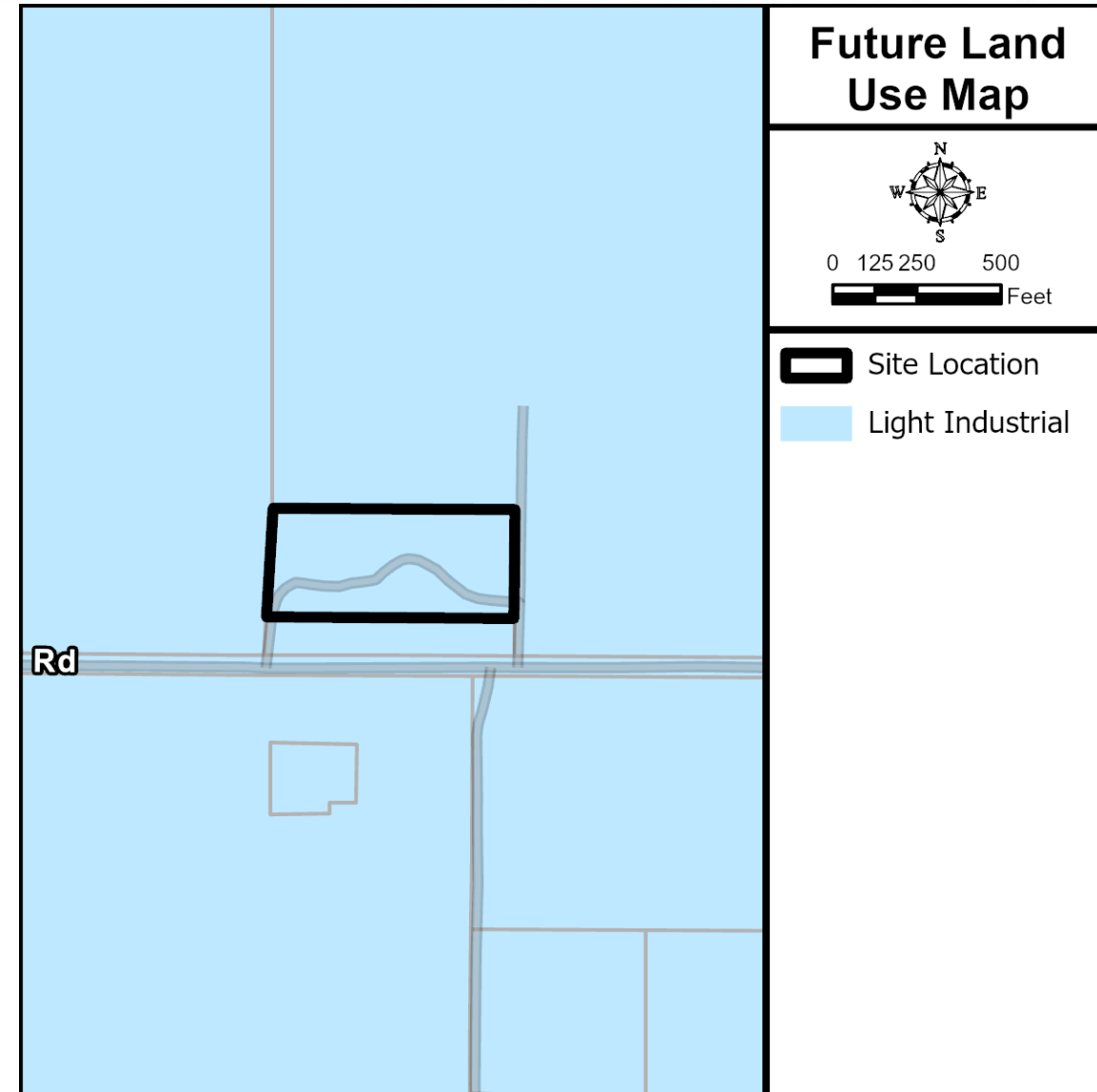
General Office District

- Intended for a variety of workplaces and complementary uses. Applies to areas of the City near commercial areas and employment hubs.
- Several commercial uses are permitted in GO district.
- Property located near commercial and employment hubs along N I-35.



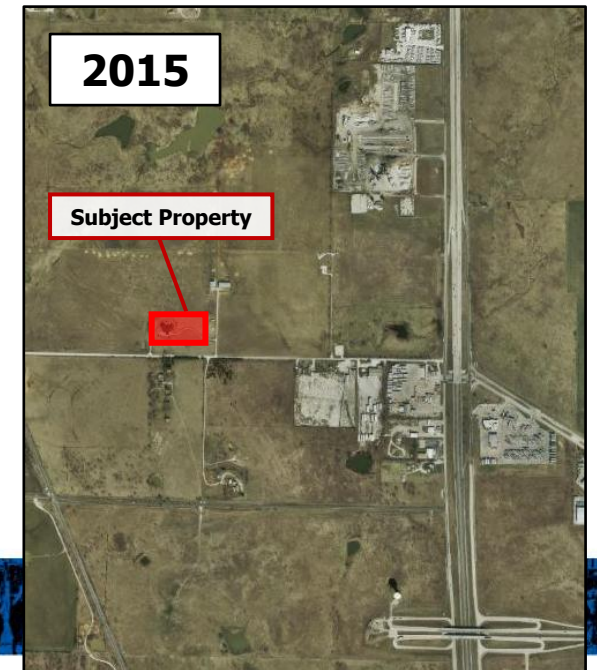
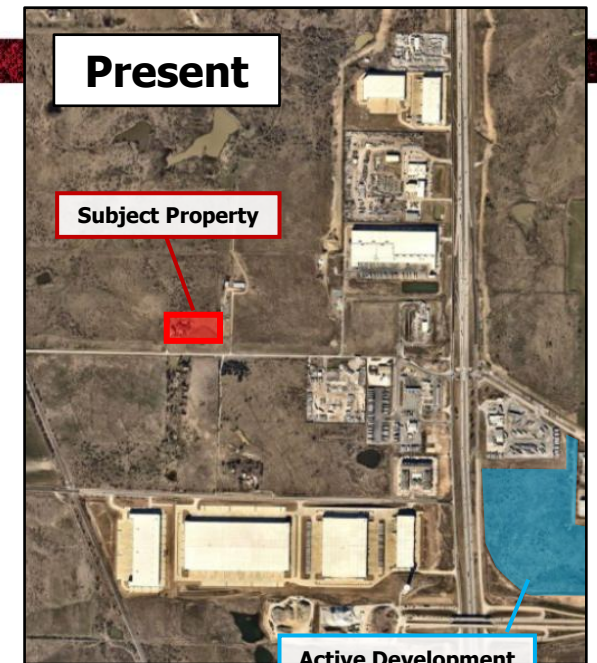
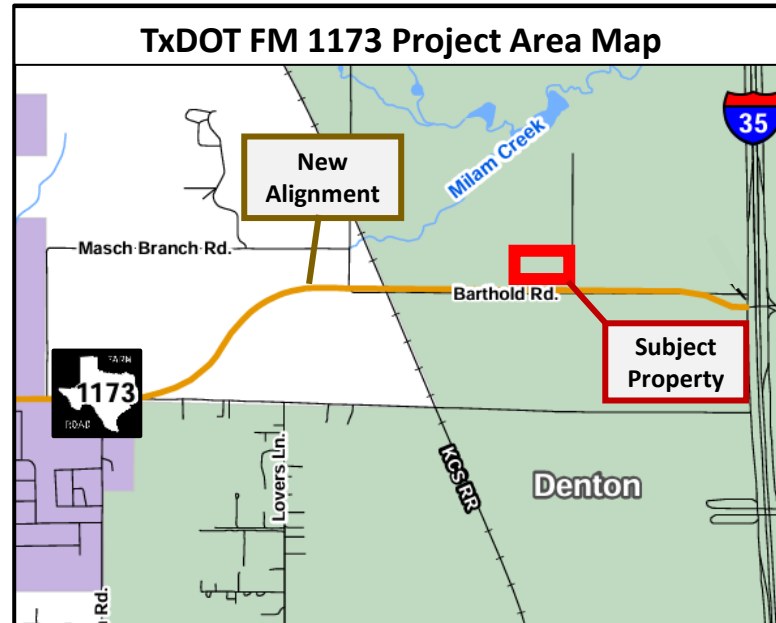
Comprehensive Plan

- Future Land Use: Light Industrial
- Intended for light industrial activity and associated supporting uses such as offices, retail, and restaurants.
- Fiscal and Economic Vitality Goal 3.1.1: Ensure adequate land for future economic growth
- Consistent with Preferred Growth Concept Map.



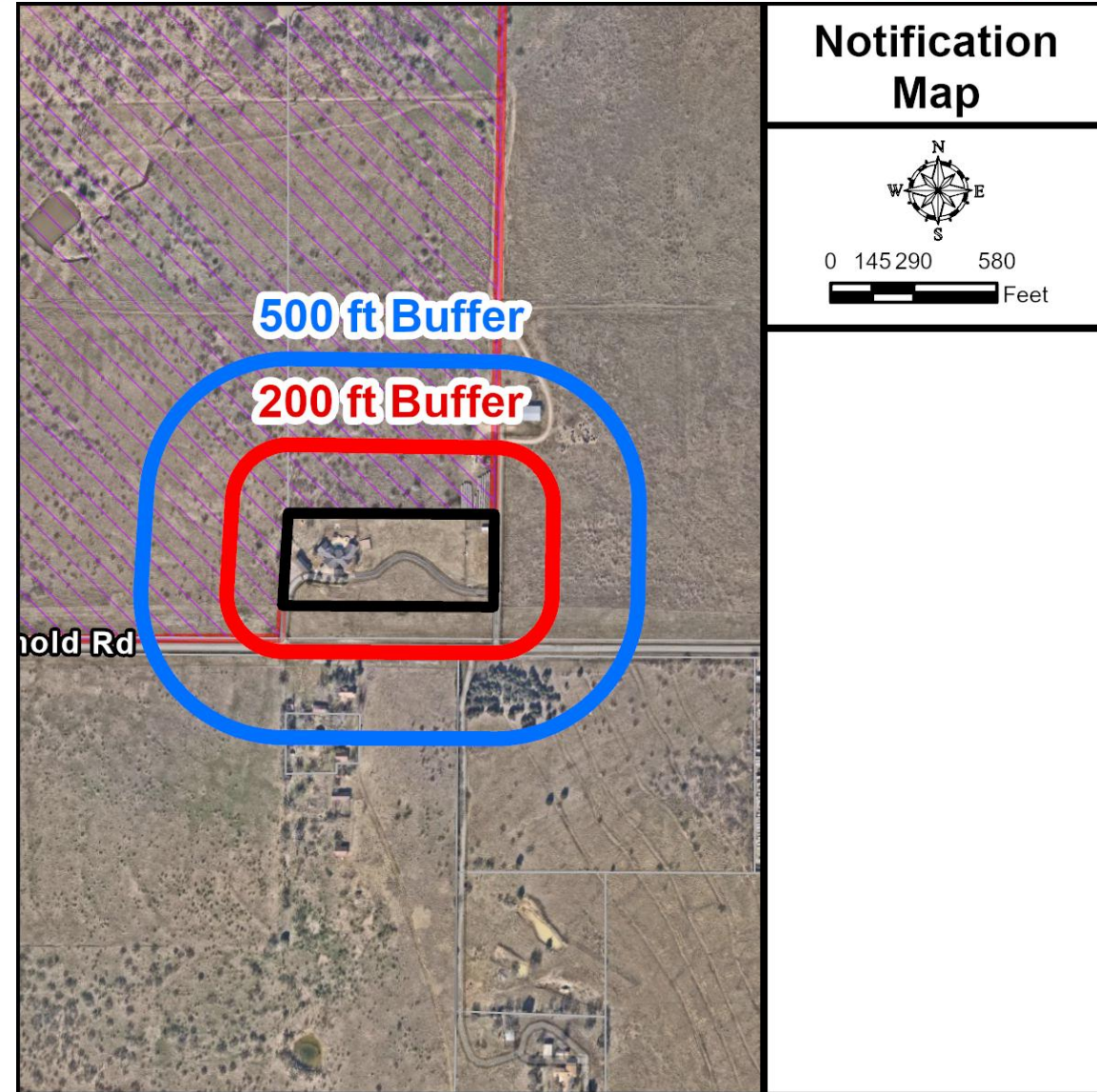
Significant Changes in the Area

- Area has seen significant growth of industrial development in the area.
- TxDOT projects are underway to improve I-35 and FM 1173.
- Strip of land in front of property has been dedicated to TxDOT.



Public Notification

- Website Notice: July 3, 2025
- Newspaper Notice: July 6, 2025
- Property Signs Posted: February 11, 2026
- Mailed Notices
 - 200 ft Letters: 4 mailed
 - 500 ft Postcards: 3 mailed
- **No responses have been received.**



Recommendation

Staff is recommending **approval** of the requested rezoning because it is compliant with the Criteria for Approval found in the Denton Development Code 2.4.5E and 2.7.2D.

QUESTIONS?

Matt Bodine
Assistant Planner
Development Services



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation
ACM: Christine Taylor, Assistant City Manager
DATE: April 7, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton adopting Standards of Care for recreational care programs administered by Denton's Parks and Recreation department pursuant to Texas Human Resources Code Section 42.041(b)(14). The Parks, Recreation, and Beautification Board recommends approval (5-0).

BACKGROUND

Each year the Parks and Recreation Department (PARC) presents the Standards of Care to City Council for review and adoption. The Texas Department of Regulatory Services requires municipalities to adopt an ordinance annually approving a Standards of Care for specific types of programming. The Standards of Care are requirements that either meet or exceed the current State Day Care requirements and are intended to be minimum standards by which PARC will operate programs related to youth and teens. The programs operated by PARC under the Standards of Care are recreational in nature and are not daycare programs.

Senate Bill 212 was approved by the Texas Legislature during the 74th legislative session exempting recreation programs from daycare licensing if a Standards of Care is adopted. In order to be exempt, an elementary-age (ages 5-13) recreation program may be operated by the municipality provided: the governing body of the municipality annually adopts Standards of Care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the State and the program may not be advertised as a child care facility.

The first Standards of Care was adopted by the City Council through Ordinance 99-365. The State changed the exemption certification to include the adoption of a new ordinance each year for the Standards of Care in order to continue the exemption status. Each year PARC makes revisions and updates to the original Standards of Care.

Proposed revisions and updates to the 2026-2027 Standards of Care are listed below:

- Updated programs and locations throughout
- Added language to accept a passed State or Federal issued background check in place of the City run background check.

RECOMMENDATION

Staff recommends approval of the ordinance as adoption of the Standards of Care is necessary to operate the recreational care programs.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On April 15, 2025, City Council approved the 2025-2026 Standards of Care under ordinance 25-586

On April 16, 2024, City Council approved the 2024-2025 Standards of Care under ordinance 24-657.

On April 18, 2023, City Council approved the 2023-2024 Standards of Care under ordinance 23-532.

On April 5, 2022, City Council approved the 2022-2023 Standards of Care under ordinance 22-255.

ESTIMATED SCHEDULE OF PROJECT

A public hearing is scheduled for April 7, 2026, with the ordinance for City Council’s review and approval.

EXHIBITS

Exhibit 1- Agenda Information Sheet

Exhibit 2- Ordinance

Exhibit 3- City of Denton Parks and Recreation Standards of Care 2025-2026 (redline)

Exhibit 4- City of Denton Parks and Recreation Standards of Care 2026-2027 (clean)

Exhibit 5- Presentation

Respectfully submitted:
Allison Wing
Interim Director of Parks and Recreation

Prepared by:
Megan Thomas
Parks and Recreation, Program Area Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON ADOPTING STANDARDS OF CARE FOR RECREATIONAL CARE PROGRAMS ADMINISTERED BY DENTON'S PARKS AND RECREATION DEPARTMENT PURSUANT TO TEXAS HUMAN RESOURCES CODE SECTION 42.041(b)(14); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the "City") recognizes many children of school age need an organized program for recreational activities for school break and other non-school days; and

WHEREAS, the City, through its Parks and Recreation Department, proposes to operate recreational day camps, holiday camps, and summer camps for children to be operated at city recreational centers and schools of the Denton Independent School District; and

WHEREAS, the City must adopt Standards of Care for these recreational programs pursuant to Section 42.041 (b)(14) of the Texas Human Resources Code; and

WHEREAS, the City has formulated a Standards of Care, attached and incorporated to this ordinance that at a minimum includes staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the local standards; and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a day care facility; and

WHEREAS, on the ____ day of _____, 2026 the City held a public hearing on the above standards of Care as required by Section 42.041(b)(14) of the Texas Human Resources Code; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals in the preamble of this ordinance are incorporated into the body of this ordinance.

SECTION 2. The City adopts the Standards of Care for Recreational Care Programs pursuant to Section 42.041 (b)(14) of the Texas Human Resources Code which is attached as Exhibit 3 and incorporated herein.

SECTION 3. 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____



City of Denton Parks and Recreation

Standards of Care

~~2025-2026~~

2026-2027

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Table of Contents

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|---|---|
| GENERAL ADMINISTRATION | 35 |
| 1. Organization..... | 35 |
| 2. Definitions..... | 46 |
| 3. Inspections/Monitoring/Enforcement | 47 |
| 4. Enrollment..... | 58 |
| 5. Suspected Abuse | 58 |
| STAFFING - RESPONSIBILITIES AND TRAINING | 59 |
| 6. Recreation Supervisor (“Supervisor”) Qualifications..... | 59 |
| 7. Supervisor’s Responsibilities..... | 69 |
| 8. Program Coordinator (“Coordinator”) Qualifications | 6+0 |
| 9. Coordinator Responsibilities | 6+0 |
| 10. Program Employee Qualifications | 6+0 |
| 11. Program Employee/Staff Responsibilities | 7+1 |
| 12. Training/Orientation..... | 7+1 |
| OPERATIONS..... | 8+2 |
| 13. Staff-Participant Ratio..... | 8+2 |
| 14. Discipline | 8+2 |
| 15. Programming..... | 8+2 |
| 16. Communication | 9+3 |
| 17. Transportation | 9+4 |
| 18. Volunteers | 9+4 |
| FACILITY STANDARDS | 10+4 |
| 19. Safety..... | 10+4 |
| 20. Fire | Error! Bookmark not defined. |
| 21. Health | 11+6 |

Any questions related to Standards of Care should be addressed to the Recreation Supervisor at (940) 349-8574.

CITY OF DENTON PARKS AND RECREATION STANDARDS OF CARE

The following Standards of Care have been adopted by the City Council of the City of Denton, Texas to comply with Senate Bill 212 as approved by the Texas Legislature during the 74th legislative session. The Standards of Care are intended to be minimum standards by which the City of Denton Parks and Recreation Department will operate the City's Recreational Care (Rec Care) Programs. The programs listed in this Standards of Care are recreational in nature and are not licensed daycare programs or childcare programs. The City of Denton's rec care/camp programs are exempt from licensing under Texas Administrative Code 745.115(3).

GENERAL ADMINISTRATION

1. ORGANIZATION

- A. The governing body of the City of Denton Parks and Recreation Programs is the City of Denton City Council.
- B. Implementation of the Rec Care Programs Standards of Care is the responsibility of the Parks and Recreation Department Director and Departmental employees.
- C. Rec Care Programs ("Program") to which these Standards of Care will apply include
 - ~~i.~~ ~~After School Action Site~~
 - ~~ii.~~ ~~Holiday Break Camps (Youth and Teen)~~
 - ~~iii.~~ ~~Spring Break Camps (Youth and Teen)~~
 - ~~iv.~~ ~~iii.~~ Kids Day Off and Teens' Day Off
 - ~~1.~~ ~~Denton Civic Center~~
 - ~~2.~~ ~~1.~~ MLK Jr. Rec Center
 - ~~3.~~ ~~2.~~ Denia Rec Center
 - ~~v.~~ ~~iv.~~ All-Day Summer Camps:
 1. Camp Discovery (MLK Jr. Rec Center)
 2. Camp Conquest (~~Evers Park Elementary~~ Strickland Middle School)
 3. Camp Journey (Newton Rayzor Elementary School)
 4. Camp Voyage (~~Borman~~ WS Ryan Elementary School)
 5. Camp Exploration (~~Denton Civic Center~~ Calhoun Middle School)
 6. Camp Pioneer (McMath Middle School)
 7. Teen Summer Camp (Denia Rec Center)
- D. Each Rec Care Program site will have available for public and staff review, a current copy of the Standards of Care.
- E. Parents of participants will be provided the website address of where a current copy of the Standards of Care is located.
- F. Criminal background checks will be conducted on prospective employees. No person with conviction, or who is under indictment, or is the subject of an official criminal complaint alleging violation of any of the crimes as listed in 26 Texas Administrative Code §745.661 may be present while children are in care. An example of this chart, is attached as Exhibit A.

2. DEFINITIONS

- A. City: City of Denton.
- B. City Council: City Council of the City of Denton.
- C. Department: Parks and Recreation Department of the City of Denton.
- D. Rec Care Programs or Program: City of Denton Rec Care Programs as outlined in section 1C above.
- E. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to City of Denton Programs.
- F. Director: City of Denton Parks and Recreation Department Director or the designee.
- G. Program Area Manager: City of Denton Parks and Recreation Department full-time manager who has been assigned administrative responsibility for City of Denton Rec Care Programs.
- H. Recreation Supervisor: City of Denton Parks and Recreation Department full-time employee who has been assigned responsibility to oversee and direct daily operations of the City's Rec Care Programs.
- I. Recreation Coordinator: City of Denton Parks and Recreation Department full-time employee who has been assigned responsibility to implement the City's Rec Care Programs.
- J. Program Employee(s), Employee(s) or Staff: Term used to describe people who have been hired to work for the City of Denton and have assigned responsibility for managing, administering, or implementing some portion of the City of Denton Rec Care Programs.
- ~~K.~~ Program Site: Area and facilities where City of Denton Rec Care Programs are held consisting of Denia Recreation Center, Martin Luther King Jr. Recreation Center, Newton Rayzor Elementary School, WS Ryan Elementary School, Calhoun Middle School, and McMath Middle School. ~~Denton Civic Center, Martin Luther King Recreation Center, Denia Recreation Center, North Lakes Recreation Center, Borman Elementary, Strickland Middle School, Evers Park Elementary School, Newton Rayzor Elementary School, Calhoun Middle School, and McMath Middle School.~~
- ~~L.~~K. Participant: A youth/teen whose parent(s) have completed all required registration procedures and determined to be eligible for a City of Denton Rec Care Program.
- ~~M.~~L. Parent(s): This term will be used to represent one or both parent(s) or adults who have legal custody and authority to enroll their child(ren)/teen(s) in City of Denton Rec Care Programs.

3. INSPECTIONS, MONITORING, & ENFORCEMENT

- A. A Standards of Care inspection will be initiated for each Program by the Recreation Supervisor to confirm the Standards of Care are being adhered to.
 - i. Inspection reports will be kept on record for at least three years.
 - ii. The Recreation Supervisor will finalize the report for review by the Program Area Manager.
 - iii. As needed, the Program Area Manager in coordination with the Recreation Supervisor will develop an action plan and establish deadlines for compliance with the Standards of Care.
- B. The Recreation Coordinators will document visual inspections of the Program and report

findings to the Recreation Supervisor based on the following schedule:

~~i. Each After School Program site will be inspected bimonthly.~~

~~ii.i.~~ The Holiday & Spring Break Camp Program will be inspected once during its holiday schedule.

~~ii.ii.~~ All-Day Summer Camp sites, including Teen Camp, will be inspected twice during the summer break in June and July.

~~iii.iii.~~ Teen Camp Program will be inspected once during the summer break.

~~iv.iv.~~ The Kids' Day Off and Teens' Day Off will be inspected two times a year; in October and February.

- C. Complaints regarding enforcement of the Standards of Care will be directed to the Recreation Supervisor. The Recreation Supervisor will be responsible for taking necessary action to review and resolve identified problems.
- D. Recreation Coordinators are responsible for reporting any concerns regarding the enforcement of the Standards of Care to the Recreation Supervisor and recording any recommendations or preliminary actions taken to resolve the problem.
- E. Serious complaints regarding enforcement of the Standards of Care will be reported to the Program Area Manager for review and the resolution will be noted.

4. ENROLLMENT

- A. Before a child is enrolled, a parent must sign registration forms containing the child's:
 - i. name, address, home telephone number, email address,
 - ii. name and address of parents and telephone number during Program hours,
 - iii. the names and current phone numbers of emergency contacts and those to whom the child can be released (other than parent/legal guardian),
 - iv. a statement of any special concerns, needs, or behavioral considerations the child may have,
 - v. emergency medical authorization,
 - vi. proof of residency when appropriate, and
 - vii. a liability waiver.

5. SUSPECTED ABUSE

- A. Recreation Staff are mandated by law to report suspected child abuse or neglect in accordance with the Texas Family Code and to cooperate with authorities in investigating any suspected abuse or neglect.
- B. Any incidents requiring a report to CPS will also be reported to the Denton Police Department.

STAFFING – QUALIFICATIONS, RESPONSIBILITIES AND TRAINING

6. RECREATION SUPERVISOR (“SUPERVISOR”) QUALIFICATIONS

- A. Supervisor will be full-time, professional employees of the City of Denton Parks and Recreation Department and will be required to have all Program Employee or Coordinator qualifications as outlined in Section 10 of the document except for section

10A.

- B. Supervisor must be at least 21 years old.
- C. Supervisor must have a bachelor's degree from an accredited college or University in Recreation, Physical Education, or related field or at least five (5) years of direct supervision of recreational activities related to children ages 4-15 years of age.
- D. Supervisor must have five years of experience planning and implementing recreational activities.
- E. Supervisor must pass a background investigation including testing for illegal substances.
- F. Supervisor must have successfully completed a course in first aid and Cardio Pulmonary Resuscitation (CPR) based on either American Heart Association or American Red Cross standards. The supervisor must also complete a course in Defensive Driving.
- G. Supervisor must complete 10 hours of childcare training per calendar year.

7. SUPERVISOR'S RESPONSIBILITIES

- A. Supervisors are responsible for administering the Programs' daily operations in compliance with the adopted Standards of Care.
- B. Supervisors are responsible to recommend for hire, supervise, and evaluate Specialists, Coordinators and Leaders.
- C. Supervisors are responsible to plan, implement, and evaluate programs.

8. PROGRAM COORDINATOR ("COORDINATOR") QUALIFICATIONS

- A. Coordinator(s) will be full-time, professional employees of the City of Denton Parks and Recreation Department and will be required to have all Program Leader or Specialist qualifications as outlined in Section 10 of the document except for section 10A.
- B. Coordinator must have two years of experience planning and implementing recreational activities.
- C. Coordinators must complete 8 hours of childcare training per calendar year. Training must be completed prior to their start date of childcare programs and completed on an annual basis.

9. COORDINATOR RESPONSIBILITIES

- A. Coordinators are responsible to assist in the administration of the Programs' daily operations in compliance with the adopted Standards of Care.
- B. Coordinators are responsible to assist in the recommendation for hiring, supervising, and evaluating Specialists and Leaders.
- C. Coordinators are responsible to assist in planning, implementing, and evaluating programs.
- D. Coordinator's will be required to provide all Program Leader or Specialist responsibilities as outlined in Section 11 of the document.

10. PROGRAM EMPLOYEE QUALIFICATIONS

- A. Program employees will be part-time or temporary employees of the Parks and Recreation Department.

- B. Program employees working with children must be age 18 or older.
 - i. Except for Junior Counselors, ages 15-17, who must be working under a trained counselor or site supervisor.
- C. Program employees should be able to consistently exhibit competency, good judgment, and self-control when working with children.
- D. Program employees must relate to children with courtesy, respect, tolerance, and patience.
- E. Program employees must pass a background investigation including testing for illegal substances.
- F. Program employees must have successfully completed a classroom course in first aid, CPR, and AED training based on either American Heart Association or American Red Cross standards prior to beginning work (on-line training will not be accepted).
- G. If required to drive City vehicle or personal vehicle for City business.
 - i. Must have and maintain a valid Class "C" Driver's License and valid state required minimum automobile liability insurance prior to employment.
 - ii. Must pass a driver's license check.
 - iii. Must attend and successfully complete an approved Defensive Driving Course (DDC) and City of Denton Van training prior to driving for City business, including the transportation of program participants.
- H. Program employees must complete 8 hours of childcare training per calendar year. Training must be completed prior to the program employees' start date of childcare programs and completed on an annual basis.

11. PROGRAM EMPLOYEE/STAFF RESPONSIBILITIES

- A. Program employees will be responsible to provide participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and participate in appropriate social opportunities with their peers.
- B. Program employees will be responsible to know and follow all City, Departmental, and Program standards, policies, and procedures that apply to City of Denton Rec Care Programs.
- C. Program employees must ensure that participants are released only to a parent, or an adult designated by the parent. All Program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Specialist and Leader.

12. TRAINING/ORIENTATION

- A. The Department is responsible for providing training and orientation to employees in working with children and for specific job responsibilities. Supervisors and Coordinators will provide each program employee with a program manual specific to each Rec Care Program. Online childcare training may be completed in lieu of departmental training for 3 hours of the required 8 hours per year.
- B. Program employees must be familiar with the Standards of Care for Rec Care Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies including discipline,

- guidance, and release of participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
 - E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child development, and organization.
 - F. Program employees will be required to sign an acknowledgment that they received the required training.

OPERATIONS

13. STAFF-PARTICIPANT RATIO

- A. In a City of Denton Rec Care Program, the standard ratio of participants to Program employees will be 17 to 1. In the event a Program employee is unable to report to the Program site, a replacement will be assigned.
- B. Each participant shall have a Program employee who is responsible for him or her and who is aware of the participant's habits, interests, and any special considerations as identified by the participant's parent(s) during the registration process.

14. DISCIPLINE

- A. Program employees will implement guidance and discipline in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A significant number and/or severe nature of discipline reports as detailed in the Program Manual may result in the participant being suspended from the Program.
- F. In instances where there is a danger to participants or Program employees, offending participants will be removed from the Program site as soon as possible.

15. PROGRAMMING

- A. Program employees will attempt to provide activities for each group according to the participants' ages, interests, and abilities.
 - i. Activities must be appropriate to participants' health, safety, and well-being.
 - ii. Activities also must be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide a variety of activities to include:
 - i. alternating active and passive activities,
 - ii. opportunity for individual and group activities, and
 - iii. outdoor time each day weather permits.
 - iv. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.

- C. During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
 - i. Program employees must have a written list of the participants in the group and must check the roll frequently.
 - ii. Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

16. COMMUNICATION

- A. Each Program employee will have the option to use their own cell phone device or use a city two-way radio to allow the Program employees to be contacted by Parks and Recreation personnel, and for use in contacting the Supervisor, Coordinator, or making emergency calls.
- B. The Supervisor or Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
 - i. Denton ambulance or emergency medical services,
 - ii. City of Denton Police Department,
 - iii. City of Denton Fire Department,
 - iv. ~~Quakertown Civic Center, Recreation Centers, Clear Creek Natural Heritage Center, Civic Center Pool, Denton Natatorium and Water Works Park Strickland Middle School, Borman Elementary School, Evers Park Elementary School, Newton Rayzor Elementary School, Calhoun Middle School, and McMath Middle School,~~Newton Rayzor Elementary School, WS Ryan Elementary School, Calhoun Middle School, and McMath Middle School.
 - v.
 - vi. Numbers at which parents may be reached, and
 - vii. The telephone number for the site itself.

17. TRANSPORTATION

- A. Before a participant may be transported to and from city-sponsored activities, a City waiver form, completed by the parent of the participant, must be filed.
- B. First aid supplies will be available in all Program vehicles that transport children.
- C. All children must be securely seated in the appropriate safety seat/booster based on state child safety laws.
 - i. All vehicles used for transporting participants must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and must be accessible to the adult occupants.

18. VOLUNTEERS

- A. The City of Denton accepts volunteers from AmeriCorps, Foster Grandparents and other similar organizations
- B. Volunteers are not included in ratio counts
- C. Volunteers Requirements
 - i. Pass City background check; or Federal or State approved Background check

issued by volunteer organization

- ii. Wear volunteer identification
- iii. Receive site-specific training
- iv. Volunteer under the supervision of City staff

FACILITY STANDARDS

19. SAFETY

- A. Program employees will visually inspect Program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participants' use.
- D. Program employees must have first aid supplies readily available in a designated area at each site, during transportation to an off-site activity, and for the duration of any off-site activity.
- E. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.
- G. Program porches and platforms more than 30 inches above the ground must be equipped with railings participants can reach.
- H. All swing seats at Program sites must be constructed of durable, lightweight, relatively pliable material.
- I. Water Safety
 - i. Per the Cati's Act - A child younger than 12 years of age to engage in an organized water activity in which participants will enter or travel on a body of water, other than a wading pool with a maximum water depth of not more than 18 inches, to require the child's parent or legal guardian to affirm in writing whether the child is able to swim or is at risk of injury or death when swimming or otherwise accessing a body of water; and provide each child who is unable to swim or is at risk of injury or death when swimming or otherwise entering a body of water with a properly fitted and fastened Type I, II, or III U.S. Coast Guard approved personal flotation device or an equivalent device and ensure the child is wearing the device and that it is properly fitted and fastened for the child.
 - ii. Parents will be asked to complete swim information during registration identifying if their child requires a lifejacket and needs to stay in the shallow end Campers will also be administered a swim test on the first scheduled swim day of each camp week. If passed and indicated approved by parents, they will be allowed to swim in all pool areas and all areas on water field trips.

20. FIRE

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.

- B. The Program site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Program Area Manager who will review and establish deadlines and criteria for compliance.
- C. Each site must have at least one fire extinguisher approved by the Fire Marshal readily available to all employees. The fire extinguisher is to be inspected monthly by the camp supervisors or counselors; All Program employees will be trained in the proper use of fire extinguishers.
- D. Fire drills will be initiated at Program sites based on the following schedule:
 - ~~i. After School Program: A fire drill once every three months.~~
 - ~~ii.~~ Spring Break Camp and Holiday Camp; once during the session.
 - ~~iii.~~ All-Day Summer Camps, including Teen Camp; twice during the summer season.

21. HEALTH

- A. Illness or Injury
 - i. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
 - ii. A participant whose illness poses a potential health or safety concern to other participants or employees will not be admitted to the Program.
 - iii. Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program manual.
 - iv. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.
- B. Medication
 - i. Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees.
 - ii. Program employees will administer medication only if:
 - 1. Parent(s) complete and sign a medication form that provides authorization for employee to dispense medication with details as to time and dosages.
 - 2. Prescription medications are in the original containers labeled with the child's name, a current date, directions, and the physician's name.
 - 3. Nonprescription medications accompanied by a doctor's note, in original containers labeled with the child's name and the date the medication was brought to the Program.
 - 4. Program employees will administer the medication only as stated on the label.
 - 5. Program employees will not administer medication after the expired date.
 - iii. Children who may require epi-pen injections due to severe allergic reactions must complete an Anaphylaxis Emergency Action Plan (AEAP) before their

child starts the program. Program employees will administer the epi-pen in case of emergency based on the instructions stated on the AEAP.

- iv. Where a physician's plan is provided a camper may self-administer specialized medications with supervision of camp staff.
- v. Program employees must ensure medications are inaccessible to participants or, if it is necessary to keep medications in the refrigerator (when available), medications will be kept separate from food.

C. Toilet Facilities

- i. The Program site will have inside toilets located and equipped so children can use them independently and Program employees can supervise as needed.
- ii. There must be one (1) flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.
- iii. An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- i. The Program facilities must have adequate light, ventilation, and heat.
- ii. The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
- iii. Program employees must see that garbage is removed from buildings daily.

Appendix A

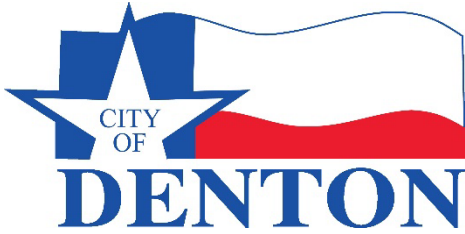
26 Texas Administrative Code §745.661 (What types of criminal convictions may affect a subject’s ability to be present at an operation?)

(a) The following chart (revised 8/9/2024) lists the types of findings from the Central Registry and out-of-state child abuse and neglect registries that may affect a subject's ability to be present at an operation. The chart specifies whether a subject with a finding is barred from being present at an operation or is eligible for a risk evaluation, and whether a subject eligible for a risk evaluation may be present at an operation pending the outcome of the risk evaluation:

| Types of Findings from the Central Registry (DFPS Findings) and Out-of-State Child Abuse or Neglect Registries | Is the Subject Eligible for a Risk Evaluation? | If the Subject Is Eligible for a Risk Evaluation, May the Subject be Present at an Operation Pending the Outcome of the Risk Evaluation? |
|--|--|---|
| (1) A Sustained DFPS Finding of Physical Abuse. | Unless the subject is described in subsection (b) of this section, this subject is permanently barred from being present at an operation. Subjects described in subsection (b) of this section are eligible for a risk evaluation. | Except for a subject described in subsection (b) of this section, this is not applicable, because the subject is not eligible for a risk evaluation. The subject must not be present at an operation. |
| (2) A Sustained DFPS Finding of Sexual Abuse. | No, the subject is permanently barred from being present at an operation. | Not applicable, because the subject is not eligible for a risk evaluation. The subject must not be present at an operation. |
| (3) A Sustained DFPS Finding of Labor Trafficking. | No, the subject is permanently barred from being present at an operation. | Not applicable, because the subject is not eligible for a risk evaluation. The subject must not be present at an operation. |
| (4) A Sustained DFPS Finding of Sex Trafficking | No, the subject is permanently barred from being present at an operation. | Not applicable, because the subject is not eligible for a risk evaluation. The subject must not be present at an operation. |
| (5) A Sustained DFPS Finding of Emotional Abuse. | Yes | Yes, (i) If the subject continued to work at the operation pending the outcome of due process for the designated finding because the CBCU had determined the subject’s presence at the operation was not an immediate threat or danger |

| | | |
|--|---|---|
| | | <p>to the health or safety of children; or</p> <p>(ii) If the CBCU previously approved for the subject to be present at the operation without conditions for the same finding, the more recent check does not reveal new information about the finding, and the circumstances of the subject's contact with children at the operation are the same as when the CBCU approved the subject</p> |
| (6) A Sustained DFPS Finding of Neglect (including abandonment, neglectful supervision, physical neglect, medical neglect, and refusal to accept parental responsibility). | Yes | <p>Yes,</p> <p>(i) If the subject continued to work at the operation pending the outcome of due process for the designated finding because the CBCU had determined the subject's presence at the operation was not an immediate threat or danger to the health or safety of children; or</p> <p>(ii) If the CBCU previously approved for the subject to be present at the operation without conditions for the same finding, the more recent check does not reveal new information about the finding, and the circumstances of the subject's contact with children at the operation are the same as when the CBCU previously approved the subject to be present at the operation.</p> |
| (7) A DFPS Finding, Not Sustained, of Any Type of Child Abuse or Neglect Previously | Yes, if a sustained finding of child abuse or neglect would | i) If eligible for a risk evaluation, then the subject may be present |

| | | |
|--|---|--|
| <p>Mentioned In This Chart, and the CBCU Has Determined the Presence of the Subject at an Operation Does Not Present an Immediate Threat or Danger to the Health or Safety of Children.</p> | <p>not bar the subject from being present at an operation. No, if a sustained finding of the child abuse or neglect would bar the subject from being present at an operation.</p> | <p>at an operation pending the outcome of the risk evaluation:</p> <p>(I) If the subject continued to work at the operation pending the outcome of due process for the designated finding because the CBCU had determined the subject's presence at the operation was not an immediate threat or danger to the health or safety of children; or</p> <p>(II) If the CBCU previously approved for the subject to be present at the operation without conditions for the same finding, the more recent check does not reveal new information about the finding, and the circumstances of the subject's contact with children at the operation are the same as when the CBCU previously approved the subject to be present at the operation.</p> <p>(ii) If not eligible for a risk evaluation, then not applicable.</p> |
| <p>(8) A DFPS Finding, Not Sustained, of Any Types of Child Abuse or Neglect Previously Mentioned In This Chart, and the CBCU Has Determined the Presence of the Subject at an Operation Is an Immediate Threat or Danger to the Health or Safety of Children.</p> | <p>No, the subject is temporarily barred from being present at an operation.</p> | <p>Not applicable, because the subject is not eligible for a risk evaluation. This subject must not be present at an operation. Note: The determination not to be present at an operation is not permanent until the finding is sustained.</p> |
| <p>(9) A Finding of Abuse or Neglect from another state or jurisdiction, regardless of whether the finding is sustained.</p> | <p>The subject's eligibility for a risk evaluation is the same as the relevant sustained DFPS finding noted in sections (1)-(6) of this chart.</p> | <p>The subject's ability to be present at an operation pending the outcome of a risk evaluation is the same as the relevant sustained DFPS finding noted in sections (1)-(6) of this chart.</p> |



City of Denton Parks and Recreation

Standards of Care

2026-2027

Table of Contents

GENERAL ADMINISTRATION 3

1. Organization..... 3

2. Definitions..... 3

3. Inspections, Monitoring, & Enforcement 4

4. Enrollment..... 5

5. Suspected Abuse 5

STAFFING – QUALIFICATIONS, RESPONSIBILITIES AND TRAINING 5

6. Recreation Supervisor (“Supervisor”) Qualifications..... 5

7. Supervisor’s Responsibilities..... 6

8. Program Coordinator (“Coordinator”) Qualifications 6

9. Coordinator Responsibilities..... 6

10. Program Employee Qualifications..... 6

11. Program Employee/Staff Responsibilities 7

12. Training/Orientation 7

OPERATIONS..... 8

13. Staff-Participant Ratio 8

14. Discipline 8

15. Programming..... 8

16. Communication..... 9

17. Transportation 9

18. Volunteers 9

FACILITY STANDARDS 9

19. Safety 9

20. Fire 10

21. Health..... 11

Any questions related to Standards of Care should be addressed to the Recreation Supervisor at (940) 349-8574.

CITY OF DENTON PARKS AND RECREATION STANDARDS OF CARE

The following Standards of Care have been adopted by the City Council of the City of Denton, Texas to comply with Senate Bill 212 as approved by the Texas Legislature during the 74th legislative session. The Standards of Care are intended to be minimum standards by which the City of Denton Parks and Recreation Department will operate the City's Recreational Care (Rec Care) Programs. The programs listed in this Standards of Care are recreational in nature and are not licensed daycare programs or childcare programs. The City of Denton's rec care/camp programs are exempt from licensing under Texas Administrative Code 745.115(3).

GENERAL ADMINISTRATION

1. ORGANIZATION

- A. The governing body of the City of Denton Parks and Recreation Programs is the City of Denton City Council.
- B. Implementation of the Rec Care Programs Standards of Care is the responsibility of the Parks and Recreation Department Director and Departmental employees.
- C. Rec Care Programs ("Program") to which these Standards of Care will apply include
 - i. Holiday Break Camps (Youth and Teen)
 - ii. Spring Break Camps (Youth and Teen)
 - iii. Kids Day Off and Teens' Day Off
 - 1. MLK Jr. Rec Center
 - 2. Denia Rec Center
 - iv. All-Day Summer Camps:
 - 1. Camp Discovery (MLK Jr. Rec Center)
 - 2. Camp Conquest (Strickland Middle School)
 - 3. Camp Journey (Newton Rayzor Elementary School)
 - 4. Camp Voyage (WS Ryan Elementary School)
 - 5. Camp Exploration (Calhoun Middle School)
 - 6. Camp Pioneer (McMath Middle School)
 - 7. Teen Summer Camp (Denia Rec Center)
- D. Each Rec Care Program site will have available for public and staff review, a current copy of the Standards of Care.
- E. Parents of participants will be provided the website address of where a current copy of the Standards of Care is located.
- F. Criminal background checks will be conducted on prospective employees. No person with conviction, or who is under indictment, or is the subject of an official criminal complaint alleging violation of any of the crimes as listed in 26 Texas Administrative Code §745.661 may be present while children are in care. An example of this chart, is attached as Exhibit A.

2. DEFINITIONS

- A. City: City of Denton.

- B. City Council: City Council of the City of Denton.
- C. Department: Parks and Recreation Department of the City of Denton.
- D. Rec Care Programs or Program: City of Denton Rec Care Programs as outlined in section 1C above.
- E. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to City of Denton Programs.
- F. Director: City of Denton Parks and Recreation Department Director or the designee.
- G. Program Area Manager: City of Denton Parks and Recreation Department full-time manager who has been assigned administrative responsibility for City of Denton Rec Care Programs.
- H. Recreation Supervisor: City of Denton Parks and Recreation Department full-time employee who has been assigned responsibility to oversee and direct daily operations of the City's Rec Care Programs.
- I. Recreation Coordinator: City of Denton Parks and Recreation Department full-time employee who has been assigned responsibility to implement the City's Rec Care Programs.
- J. Program Employee(s), Employee(s) or Staff: Term used to describe people who have been hired to work for the City of Denton and have assigned responsibility for managing, administering, or implementing some portion of the City of Denton Rec Care Programs.
- K. Program Site: Area and facilities where City of Denton Rec Care Programs are held consisting of Denia Recreation Center, Martin Luther King Jr. Recreation Center, Newton Rayzor Elementary School, WS Ryan Elementary School, Calhoun Middle School, and McMath Middle School. Participant: A youth/teen whose parent(s) have completed all required registration procedures and determined to be eligible for a City of Denton Rec Care Program.
- L. Parent(s): This term will be used to represent one or both parent(s) or adults who have legal custody and authority to enroll their child(ren)/teen(s) in City of Denton Rec Care Programs.

3. INSPECTIONS, MONITORING, & ENFORCEMENT

- A. A Standards of Care inspection will be initiated for each Program by the Recreation Supervisor to confirm the Standards of Care are being adhered to.
 - i. Inspection reports will be kept on record for at least three years.
 - ii. The Recreation Supervisor will finalize the report for review by the Program Area Manager.
 - iii. As needed, the Program Area Manager in coordination with the Recreation Supervisor will develop an action plan and establish deadlines for compliance with the Standards of Care.
- B. The Recreation Coordinators will document visual inspections of the Program and report findings to the Recreation Supervisor based on the following schedule:
 - i. The Holiday & Spring Break Camp Program will be inspected once during its holiday schedule.
 - ii. All-Day Summer Camp sites, including Teen Camp, will be inspected twice during the summer break in June and July.
 - iii. Teen Camp Program will be inspected once during the summer break.

- iv. The Kids' Day Off and Teens' Day Off will be inspected two times a year; in October and February.
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Recreation Supervisor. The Recreation Supervisor will be responsible for taking necessary action to review and resolve identified problems.
- D. Recreation Coordinators are responsible for reporting any concerns regarding the enforcement of the Standards of Care to the Recreation Supervisor and recording any recommendations or preliminary actions taken to resolve the problem,
- E. Serious complaints regarding enforcement of the Standards of Care will be reported to the Program Area Manager for review and the resolution will be noted.

4. ENROLLMENT

- A. Before a child is enrolled, a parent must sign registration forms containing the child's:
 - i. name, address, home telephone number, email address,
 - ii. name and address of parents and telephone number during Program hours,
 - iii. the names and current phone numbers of emergency contacts and those to whom the child can be released (other than parent/legal guardian),
 - iv. a statement of any special concerns, needs, or behavioral considerations the child may have,
 - v. emergency medical authorization,
 - vi. proof of residency when appropriate, and
 - vii. a liability waiver.

5. SUSPECTED ABUSE

- A. Recreation Staff are mandated by law to report suspected child abuse or neglect in accordance with the Texas Family Code and to cooperate with authorities in investigating any suspected abuse or neglect.
- B. Any incidents requiring a report to CPS will also be reported to the Denton Police Department.

STAFFING – QUALIFICATIONS, RESPONSIBILITIES AND TRAINING

6. RECREATION SUPERVISOR (“SUPERVISOR”) QUALIFICATIONS

- A. Supervisor will be a full-time, professional employee of the City of Denton Parks and Recreation Department and will be required to have all Program Employee or Coordinator qualifications as outlined in Section 10 of the document except for section 10A.
- B. Supervisor must be at least 21 years old.
- C. Supervisor must have a bachelor's degree from an accredited college or University in Recreation, Physical Education, or related field or at least five (5) years of direct supervision of recreational activities related to children ages 4-15 years of age.
- D. Supervisor must have five years of experience planning and implementing recreational activities.

- E. Supervisor must pass a background investigation including testing for illegal substances.
- F. Supervisor must have successfully completed a course in first aid and Cardio Pulmonary Resuscitation (CPR) based on either American Heart Association or American Red Cross standards. The supervisor must also complete a course in Defensive Driving.
- G. Supervisor must complete 10 hours of childcare training per calendar year.

7. SUPERVISOR'S RESPONSIBILITIES

- A. Supervisors are responsible for administering the Programs' daily operations in compliance with the adopted Standards of Care.
- B. Supervisors are responsible to recommend for hire, supervise, and evaluate Specialists, Coordinators and Leaders.
- C. Supervisors are responsible to plan, implement, and evaluate programs.

8. PROGRAM COORDINATOR ("COORDINATOR") QUALIFICATIONS

- A. Coordinator(s) will be full-time, professional employees of the City of Denton Parks and Recreation Department and will be required to have all Program Leader or Specialist qualifications as outlined in Section 10 of the document except for section 10A.
- B. Coordinator must have two years of experience planning and implementing recreational activities.
- C. Coordinators must complete 8 hours of childcare training per calendar year. Training must be completed prior to their start date of childcare programs and completed on an annual basis.

9. COORDINATOR RESPONSIBILITIES

- A. Coordinators are responsible to assist in the administration of the Programs' daily operations in compliance with the adopted Standards of Care.
- B. Coordinators are responsible to assist in the recommendation for hiring, supervising, and evaluating Specialists and Leaders.
- C. Coordinators are responsible to assist in planning, implementing, and evaluating programs.
- D. Coordinator's will be required to provide all Program Leader or Specialist responsibilities as outlined in Section 11 of the document.

10. PROGRAM EMPLOYEE QUALIFICATIONS

- A. Program employees will be part-time or temporary employees of the Parks and Recreation Department.
- B. Program employees working with children must be age 18 or older.
 - i. Except for Junior Counselors, ages 15-17, who must be working under a trained counselor or site supervisor.
- C. Program employees should be able to consistently exhibit competency, good judgment, and self-control when working with children.
- D. Program employees must relate to children with courtesy, respect, tolerance, and patience.

- E. Program employees must pass a background investigation including testing for illegal substances.
- F. Program employees must have successfully completed a classroom course in first aid, CPR, and AED training based on either American Heart Association or American Red Cross standards prior to beginning work (on-line training will not be accepted).
- G. If required to drive City vehicle or personal vehicle for City business.
 - i. Must have and maintain a valid Class “C” Driver’s License and valid state required minimum automobile liability insurance prior to employment.
 - ii. Must pass a driver’s license check.
 - iii. Must attend and successfully complete an approved Defensive Driving Course (DDC) and City of Denton Van training prior to driving for City business, including the transportation of program participants.
- H. Program employees must complete 8 hours of childcare training per calendar year. Training must be completed prior to the program employees’ start date of childcare programs and completed on an annual basis.

11. PROGRAM EMPLOYEE/STAFF RESPONSIBILITIES

- A. Program employees will be responsible to provide participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and participate in appropriate social opportunities with their peers.
- B. Program employees will be responsible to know and follow all City, Departmental, and Program standards, policies, and procedures that apply to City of Denton Rec Care Programs.
- C. Program employees must ensure that participants are released only to a parent, or an adult designated by the parent. All Program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Specialist and Leader.

12. TRAINING/ORIENTATION

- A. The Department is responsible for providing training and orientation to employees in working with children and for specific job responsibilities. Supervisors and Coordinators will provide each program employee with a program manual specific to each Rec Care Program. Online childcare training may be completed in lieu of departmental training for 3 hours of the required 8 hours per year.
- B. Program employees must be familiar with the Standards of Care for Rec Care Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program’s policies including discipline, guidance, and release of participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child development, and organization.
- F. Program employees will be required to sign an acknowledgment that they received the required training.

OPERATIONS

13. STAFF-PARTICIPANT RATIO

- A. In a City of Denton Rec Care Program, the standard ratio of participants to Program employees will be 17 to 1. In the event a Program employee is unable to report to the Program site, a replacement will be assigned.
- B. Each participant shall have a Program employee who is responsible for him or her and who is aware of the participant's habits, interests, and any special considerations as identified by the participant's parent(s) during the registration process.

14. DISCIPLINE

- A. Program employees will implement guidance and discipline in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A significant number and/or severe nature of discipline reports as detailed in the Program Manual may result in the participant being suspended from the Program.
- F. In instances where there is a danger to participants or Program employees, offending participants will be removed from the Program site as soon as possible.

15. PROGRAMMING

- A. Program employees will attempt to provide activities for each group according to the participants' ages, interests, and abilities.
 - i. Activities must be appropriate to participants' health, safety, and well-being.
 - ii. Activities also must be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide a variety of activities to include:
 - i. alternating active and passive activities,
 - ii. opportunity for individual and group activities, and
 - iii. outdoor time each day weather permits.
 - iv. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.
- C. During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
 - i. Program employees must have a written list of the participants in the group and must check the roll frequently.
 - ii. Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

16. COMMUNICATION

- A. Each Program employee will have the option to use their own cell phone device or use a city two-way radio to allow the Program employees to be contacted by Parks and Recreation personnel, and for use in contacting the Supervisor, Coordinator, or making emergency calls.
- B. The Supervisor or Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
 - i. Denton ambulance or emergency medical services,
 - ii. City of Denton Police Department,
 - iii. City of Denton Fire Department,
 - iv. Quakertown Civic Center, Recreation Centers, Clear Creek Natural Heritage Center, Civic Center Pool, Denton Natatorium and Water Works Park Newton Rayzor Elementary School, WS Ryan Elementary School, Calhoun Middle School, and McMath Middle School.
 - v. Numbers at which parents may be reached, and
 - vi. The telephone number for the site itself.

17. TRANSPORTATION

- A. Before a participant may be transported to and from city-sponsored activities, a City waiver form, completed by the parent of the participant, must be filed.
- B. First aid supplies will be available in all Program vehicles that transport children.
- C. All children must be securely seated in the appropriate safety seat/booster based on state child safety laws.
 - i. All vehicles used for transporting participants must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and must be accessible to the adult occupants.

18. VOLUNTEERS

- A. The City of Denton accepts volunteers from AmeriCorps, Foster Grandparents and other similar organizations
- B. Volunteers are not included in ratio counts
- C. Volunteers Requirements
 - i. Pass City background check; or Federal or State approved Background check issued by volunteer organization
 - ii. Wear volunteer identification
 - iii. Receive site-specific training
 - iv. Volunteer under the supervision of City staff

FACILITY STANDARDS

19. SAFETY

- A. Program employees will visually inspect Program sites daily to detect sanitation and safety

concerns that might affect the health and safety of the participants.

- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participants' use.
- D. Program employees must have first aid supplies readily available in a designated area at each site, during transportation to an off-site activity, and for the duration of any off-site activity.
- E. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.
- G. Program porches and platforms more than 30 inches above the ground must be equipped with railings participants can reach.
- H. All swing seats at Program sites must be constructed of durable, lightweight, relatively pliable material.
- I. Water Safety
 - i. Per the Cati's Act - A child younger than 12 years of age to engage in an organized water activity in which participants will enter or travel on a body of water, other than a wading pool with a maximum water depth of not more than 18 inches, to require the child's parent or legal guardian to affirm in writing whether the child is able to swim or is at risk of injury or death when swimming or otherwise accessing a body of water; and provide each child who is unable to swim or is at risk of injury or death when swimming or otherwise entering a body of water with a properly fitted and fastened Type I, II, or III U.S. Coast Guard approved personal flotation device or an equivalent device and ensure the child is wearing the device and that it is properly fitted and fastened for the child.
 - ii. Parents will be asked to complete swim information during registration identifying if their child requires a lifejacket and needs to stay in the shallow end Campers will also be administered a swim test on the first scheduled swim day of each camp week. If passed and indicated approved by parents, they will be allowed to swim in all pool areas and all areas on water field trips.

20. FIRE

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.
- B. The Program site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Program Area Manager who will review and establish deadlines and criteria for compliance.
- C. Each site must have at least one fire extinguisher approved by the Fire Marshal readily available to all employees. The fire extinguisher is to be inspected monthly by the camp supervisors or counselors; All Program employees will be trained in the proper use of fire extinguishers.
- D. Fire drills will be initiated at Program sites based on the following schedule:
 - i. Spring Break Camp and Holiday Camp; once during the session.

- ii. All-Day Summer Camps, including Teen Camp; twice during the summer season.

21. HEALTH

A. Illness or Injury

- i. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
- ii. A participant whose illness poses a potential health or safety concern to other participants or employees will not be admitted to the Program.
- iii. Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program manual.
- iv. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Medication

- i. Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees.
- ii. Program employees will administer medication only if:
 - 1. Parent(s) complete and sign a medication form that provides authorization for employee to dispense medication with details as to time and dosages.
 - 2. Prescription medications are in the original containers labeled with the child's name, a current date, directions, and the physician's name.
 - 3. Nonprescription medications accompanied by a doctor's note, in original containers labeled with the child's name and the date the medication was brought to the Program.
 - 4. Program employees will administer the medication only as stated on the label.
 - 5. Program employees will not administer medication after the expired date.
- iii. Children who may require epi-pen injections due to severe allergic reactions must complete an Anaphylaxis Emergency Action Plan (AEAP) before their child starts the program. Program employees will administer the epi-pen in case of emergency based on the instructions stated on the AEAP.
- iv. Where a physician's plan is provided a camper may self-administer specialized medications with supervision of camp staff.
- v. Program employees must ensure medications are inaccessible to participants or, if it is necessary to keep medications in the refrigerator (when available), medications will be kept separate from food.

C. Toilet Facilities

- i. The Program site will have inside toilets located and equipped so children can use them independently and Program employees can supervise as needed.
- ii. There must be one (1) flush toilet for every 30 children. Urinals may be counted

in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.

iii. An appropriate and adequate number of lavatories will be provided.

D. Sanitation

i. The Program facilities must have adequate light, ventilation, and heat.

ii. The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.

iii. Program employees must see that garbage is removed from buildings daily.

Appendix A

26 Texas Administrative Code §745.661 (What types of criminal convictions may affect a subject’s ability to be present at an operation?)

(a) The following chart (revised 8/9/2024) lists the types of findings from the Central Registry and out-of-state child abuse and neglect registries that may affect a subject's ability to be present at an operation. The chart specifies whether a subject with a finding is barred from being present at an operation or is eligible for a risk evaluation, and whether a subject eligible for a risk evaluation may be present at an operation pending the outcome of the risk evaluation:

| Types of Findings from the Central Registry (DFPS Findings) and Out-of-State Child Abuse or Neglect Registries | Is the Subject Eligible for a Risk Evaluation? | If the Subject Is Eligible for a Risk Evaluation, May the Subject be Present at an Operation Pending the Outcome of the Risk Evaluation? |
|--|--|---|
| (1) A Sustained DFPS Finding of Physical Abuse. | Unless the subject is described in subsection (b) of this section, this subject is permanently barred from being present at an operation. Subjects described in subsection (b) of this section are eligible for a risk evaluation. | Except for a subject described in subsection (b) of this section, this is not applicable, because the subject is not eligible for a risk evaluation. The subject must not be present at an operation. |
| (2) A Sustained DFPS Finding of Sexual Abuse. | No, the subject is permanently barred from being present at an operation. | Not applicable, because the subject is not eligible for a risk evaluation. The subject must not be present at an operation. |
| (3) A Sustained DFPS Finding of Labor Trafficking. | No, the subject is permanently barred from being present at an operation. | Not applicable, because the subject is not eligible for a risk evaluation. The subject must not be present at an operation. |
| (4) A Sustained DFPS Finding of Sex Trafficking | No, the subject is permanently barred from being present at an operation. | Not applicable, because the subject is not eligible for a risk evaluation. The subject must not be present at an operation. |
| (5) A Sustained DFPS Finding of Emotional Abuse. | Yes | Yes, (i) If the subject continued to work at the operation pending the outcome of due process for the designated finding because the CBCU had determined the subject’s presence at the operation was not an immediate threat or danger |

| | | |
|--|---|---|
| | | <p>to the health or safety of children; or</p> <p>(ii) If the CBCU previously approved for the subject to be present at the operation without conditions for the same finding, the more recent check does not reveal new information about the finding, and the circumstances of the subject's contact with children at the operation are the same as when the CBCU approved the subject</p> |
| (6) A Sustained DFPS Finding of Neglect (including abandonment, neglectful supervision, physical neglect, medical neglect, and refusal to accept parental responsibility). | Yes | <p>Yes,</p> <p>(i) If the subject continued to work at the operation pending the outcome of due process for the designated finding because the CBCU had determined the subject's presence at the operation was not an immediate threat or danger to the health or safety of children; or</p> <p>(ii) If the CBCU previously approved for the subject to be present at the operation without conditions for the same finding, the more recent check does not reveal new information about the finding, and the circumstances of the subject's contact with children at the operation are the same as when the CBCU previously approved the subject to be present at the operation.</p> |
| (7) A DFPS Finding, Not Sustained, of Any Type of Child Abuse or Neglect Previously | Yes, if a sustained finding of child abuse or neglect would | i) If eligible for a risk evaluation, then the subject may be present |

| | | |
|--|---|--|
| <p>Mentioned In This Chart, and the CBCU Has Determined the Presence of the Subject at an Operation Does Not Present an Immediate Threat or Danger to the Health or Safety of Children.</p> | <p>not bar the subject from being present at an operation. No, if a sustained finding of the child abuse or neglect would bar the subject from being present at an operation.</p> | <p>at an operation pending the outcome of the risk evaluation:</p> <p>(I) If the subject continued to work at the operation pending the outcome of due process for the designated finding because the CBCU had determined the subject’s presence at the operation was not an immediate threat or danger to the health or safety of children; or</p> <p>(II) If the CBCU previously approved for the subject to be present at the operation without conditions for the same finding, the more recent check does not reveal new information about the finding, and the circumstances of the subject’s contact with children at the operation are the same as when the CBCU previously approved the subject to be present at the operation.</p> <p>(ii) If not eligible for a risk evaluation, then not applicable.</p> |
| <p>(8) A DFPS Finding, Not Sustained, of Any Types of Child Abuse or Neglect Previously Mentioned In This Chart, and the CBCU Has Determined the Presence of the Subject at an Operation Is an Immediate Threat or Danger to the Health or Safety of Children.</p> | <p>No, the subject is temporarily barred from being present at an operation.</p> | <p>Not applicable, because the subject is not eligible for a risk evaluation. This subject must not be present at an operation. Note: The determination not to be present at an operation is not permanent until the finding is sustained.</p> |
| <p>(9) A Finding of Abuse or Neglect from another state or jurisdiction, regardless of whether the finding is sustained.</p> | <p>The subject’s eligibility for a risk evaluation is the same as the relevant sustained DFPS finding noted in sections (1)-(6) of this chart.</p> | <p>The subject’s ability to be present at an operation pending the outcome of a risk evaluation is the same as the relevant sustained DFPS finding noted in sections (1)-(6) of this chart.</p> |



Standards of Care

Parks & Recreation

Standards of Care

Parks & Recreation

- Annual review and adoption required by City Council
- Establishes minimum operating guidelines for Recreational Care programs
- Adoption provides exemption from state childcare licensing
- No substantial content changes this year
 - Program and staff contact information
 - Camp locations
 - Clarification of background check requirements by outside organizations



Questions?



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Christine Taylor
DATE: April 7, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Intermountain Slurry Seal, Inc., for roadway surface treatments for the Streets Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8902 – awarded to Intermountain Slurry Seal, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in a total five (5) year not-to-exceed amount of \$10,000,000.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Roadway surface treatments can extend the life of a pavement section from five (5) to seven (7) years. Pavement treatments consist of a cold-applied paving mixture composed of polymer-modified asphalt emulsion, crushed aggregate, mineral filler, water, and a hardening-controlling additive. Pavement treatments are used on flexible or rigid pavements in good structural condition with minor maintenance needed, loss of friction, and/or low to medium severity surface distresses such as cracking and raveling.

The City's surface treatment program offers several benefits:

1. Use of high-quality materials.
2. Implementation of strict specifications and performance-based design processes, resulting in a durable surface that corrects small surface profile irregularities and ruts.
3. Quick curing time, allowing traffic to resume in less than an hour.
4. Extends pavement lifespan by five (5) to seven (7) years.
5. Provides a cost-effective alternative to hot-mix asphalt overlays.
6. Seals and shields the pavement from moisture, preventing further surface damage.

| Material | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Microsurfacing | \$990,623 | \$990,623 | \$990,623 | \$990,623 | \$990,623 |
| Asphalt Slurry Seal | 829,982 | 829,982 | 829,982 | 829,982 | 829,982 |
| Mobilization | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 |
| Contingency | 99,395 | 99,395 | 99,395 | 99,395 | 99,395 |
| Total | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 |

Request for Proposals was sent to 917 prospective suppliers, including 50 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Two (2) proposals were received, references were checked, and proposals were evaluated based upon published criteria, including technical approach and methodology, experience and qualifications, schedule and project management, and cost. Best and Final Offers (BAFO) were requested from the top firm. Based upon this evaluation, Intermountain Slurry Seal, Inc. was ranked the highest and determined to be the best value for the City.

| | |
|---|---------------|
| NIGP Code Used for Solicitation: | 745, 750, 913 |
| Notifications sent for Solicitation sent in IonWave: | 917 |
| Number of Suppliers that viewed Solicitation in IonWave: | 46 |
| HUB-Historically Underutilized Business Invitations sent out: | 103 |
| SBE-Small Business Enterprise Invitations sent out: | 288 |
| Responses from Solicitation: | 2 |

RECOMMENDATION

Award a contract with Intermountain Slurry Seal, Inc., for roadway surface treatments for the Streets Department, in a one (1) year, with the option for four (4) additional one (1) year extensions, in a total five (5) year not-to-exceed amount of \$10,000,000.

PRINCIPAL PLACE OF BUSINESS

Intermountain Slurry Seal, Inc.
Garland, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

These products and services will be funded through the Streets Improvement budget on an as-needed basis. The budgeted amount for this item is \$10,000,000. 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: Pricing Evaluation
- Exhibit 3: Presentation
- Exhibit 4: Ordinance and Contract

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

For information concerning this acquisition, contact: Stephen Gay, 940-349-8086.

Legal point of contact: Leah Bush at 940-349-8333.

Exhibit 2
RFP 8902 - Pricing Evaluation for Roadway Surface Treatments

| | | | | Intermountain Slurry Seal, Inc. | | Greenville Enterprises LLC (US Army) | |
|---|--|---------|-----|--|----------------|---|----------------|
| Respondent's Business Name: | | | | | | | |
| Principal Place of Business (City and State): | | | | Garland, TX | | Southlake, TX | |
| Line # | Description | QTY | UOM | Unit | Extended | Unit | Extended |
| 1 | Microsurfacing, Type III, 24-26 pounds per square yard | 430,000 | SY | \$5.55 | \$2,386,500.00 | \$6.25 | \$2,687,500.00 |
| 2 | Polymer-Modified Emulsified Asphalt Slurry Seal | 430,000 | SY | \$4.65 | \$1,999,500.00 | \$6.30 | \$2,709,000.00 |
| 3 | Mobilization Fee | | | \$40,000.00 | \$80,000.00 | \$25,000.00 | \$25,000.00 |
| Total: | | | | \$4,466,000.00 | | \$5,421,500.00 | |

| Evaluation | | | |
|---------------------|--|--|---|
| Item # | Scoring Criteria | Intermountain Slurry Seal, Inc. | Greenville Enterprises LLC (US Army) |
| 1 | Technical Approach & Methodology - 25% | 20.00 | 13.33 |
| 2 | Experience & Qualifications - 25% | 20.00 | 11.67 |
| 3 | Schedule & Project Management - 15% | 12.00 | 8.00 |
| 4 | Cost Proposal - 35% | 35.00 | 28.83 |
| Total Score: | | 87.00 | 61.83 |

Roadway Surface Treatments Contract

Stephen Gay

General Manager, Water Utilities and Street Operations

April 7, 2026

File ID 26-0446

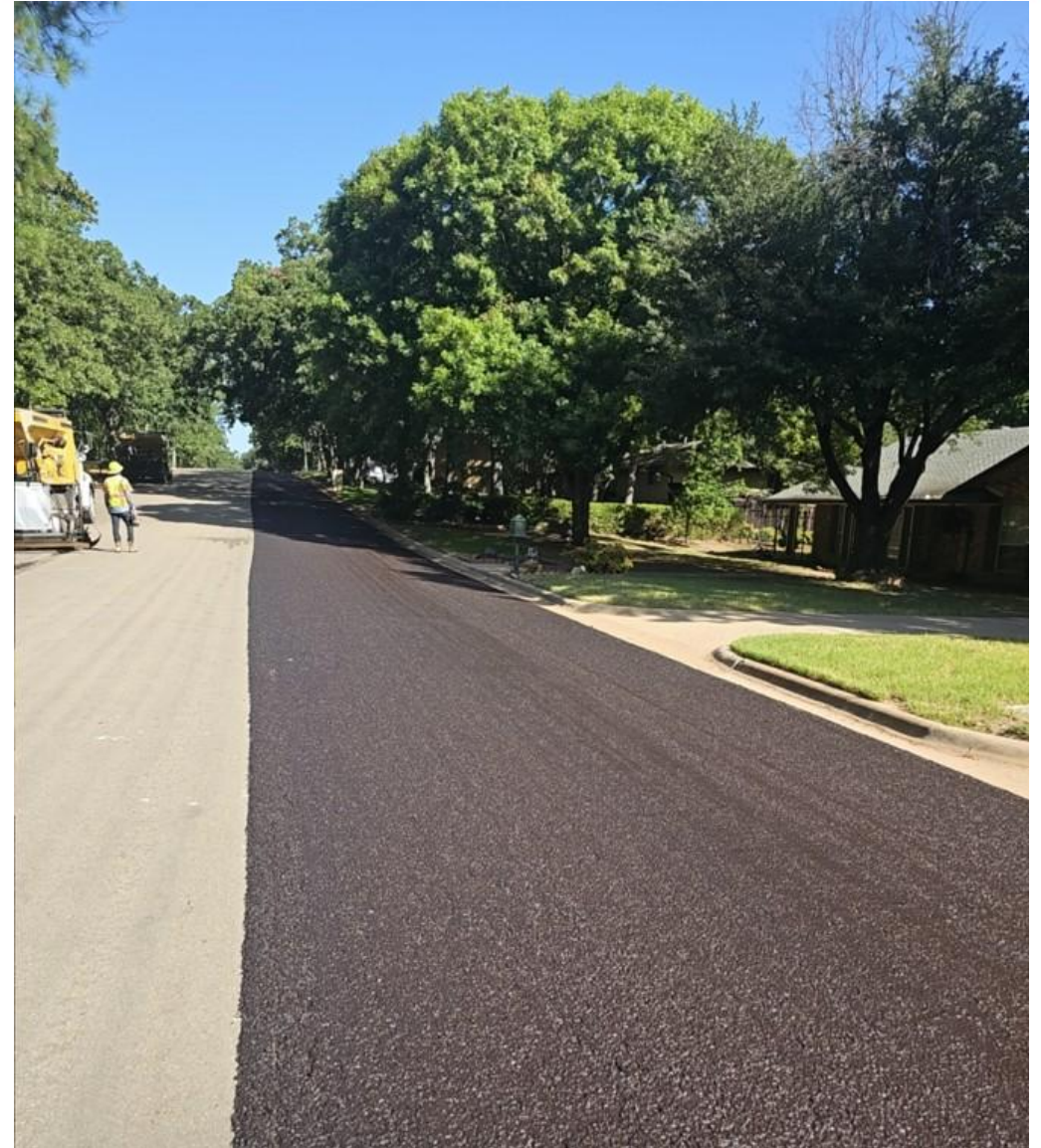


Overview of Roadway Surface Treatments

- Treatments consist of a cold-applied paving mixture composed of asphalt emulsion, crushed aggregate, mineral filler, water, and a hardening-controlling additive.
- Roadway surface treatments can extend the life of a pavement section from 5-7 years.
- Provides a cost-effective alternative to hot-mix asphalt overlays.
- Seals and shields the pavement from moisture, preventing further surface damage.

Project Scope & Fee

- Supports annual street maintenance and preservation efforts
- Contract includes contractor application services for:
 - Microsurfacing treatment
 - Asphalt slurry seal surface treatment
- Allows for improved pavement lifecycle management and infrastructure reliability



Evaluation Process & Fiscal Considerations

- RFP issued to 917 prospective suppliers including 50 Denton firms; advertised publicly
- Two proposals received
- Evaluation based on published criteria, including technical approach and methodology; experience and qualifications; schedule and project management; and cost.
- Fiscal impact (surface treatments + contingency):
 - Micro surfacing: \$990,623
 - Asphalt Slurry Seal: \$829,982
 - Mobilization: \$80,000
 - Contingency: \$99,395
 - Total Annual: \$2,000,000
- Total contract value not to exceed \$10M over five years

Recommendation & Next Steps

Staff Recommendation:

- Award contract to Intermountain Slurry Seal, Inc.
- Contract Term: One-year with four optional renewals under the same terms and conditions

Next Steps: Council consideration and approval

QUESTIONS?



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH INTERMOUNTAIN SLURRY SEAL, INC., FOR ROADWAY SURFACE TREATMENTS FOR THE STREETS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8902 – AWARDED TO INTERMOUNTAIN SLURRY SEAL, INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN A TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$10,000,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for roadway surface treatments for the Streets Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; 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 items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

| <u>RFP</u> <u>NUMBER</u> | <u>CONTRACTOR</u> | <u>AMOUNT</u> |
|-----------------------------|---------------------------------|-----------------|
| 8902 | Intermountain Slurry Seal, Inc. | \$10,000,000.00 |

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals 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 Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the 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 Proposal and related documents herein approved and accepted.

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 [___ - ___]:

| | 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 _____, 2026.

GERARD HUDSPETH, MAYOR

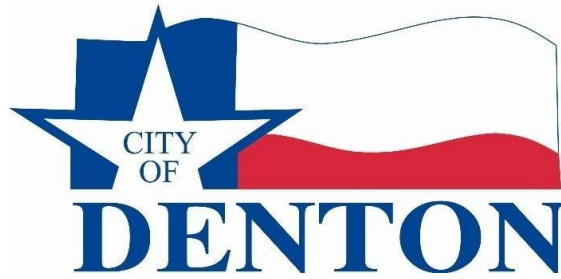
ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

 Scott Bray
Deputy City Attorney



DocuSign City Council Transmittal Coversheet

| | |
|--------------------------|----------------------------|
| RFP | 8902 |
| File Name | Roadway Surface Treatments |
| Purchasing Contact | Gabby Leeper |
| City Council Target Date | |
| Piggy Back Option | Yes |
| Contract Expiration | |
| Ordinance | |

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND INTERMOUNTAIN SLURRY SEAL, INC.
(Contract #8902)**

THIS CONTRACT is made and entered into this date _____, by and between Intermountain Slurry Seal, Inc. a Wyoming corporation, whose address 3145 National Circle Garland, Texas 75057, 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 their 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 services in accordance with the City’s 8902 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 RFP 8902(the “Solicitation”) (**Exhibit “B” on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit “C”**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit “D”**);
- (e) Insurance Requirements (**Exhibit “E”**);
- (f) Contractor’s Proposal (“Contractor’s Offer”) (**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 Contract, 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 Contract.*** 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 2276 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 Contract.*** 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 Contract, 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 this 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

Section 2252 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 Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract 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 2275, 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 Contract in the year and day first above written.

BY:
CONTRACTOR
Intermountain Slurry Seal, Inc.

DocuSigned by:


Authorized Signature

Printed Name: Nathan Niemann

Title: Project Manager

Email Address: nate.niemann@gcinc.com

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

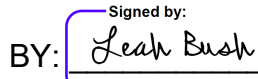
BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

ATTEST:
INGRID REX, CITY SECRETARY

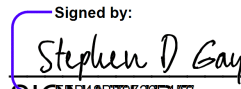
BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
BY: 

3A6254145BDA469...

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

Signed by:


SIGNATURE

General Manager
TITLE

water utilities and street operations
DEPARTMENT

Contract 8902

Exhibit A **Special Terms and Conditions**

1. Total Contract Amount

The contract total for services shall not exceed \$10,000,000. Pricing shall be per Exhibit F attached.

2. 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.

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) 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 Supplier'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.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request 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 noting the solicitation number.

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

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

6. Cooperative Purchasing

It is the intent of the City that any contract resulting from this solicitation be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including, but not limited to, the *Texas Government Code Chapter 791*. The Contractor agrees to make the same pricing, terms, and conditions available to any eligible public agency, political subdivision, or governmental entity that elects to purchase under this Contract, provided that such entity issues its own purchase order or agreement referencing the City's contract. Each such participating entity shall be responsible solely for its own obligations, including issuance of purchase orders, receipt of goods or services, and payment of invoices. The City shall not be responsible for the performance or payment of any obligations incurred by such participating entities.

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. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor. 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, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 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 or Exhibit A, this Contract shall be effective as of the date this 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 Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, 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 Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's 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 in 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 to perform but not afterward. 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.

9. PLACE AND CONDITION OF WORK: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. 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 This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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 (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) 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.

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, 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, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. 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 Contractor 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 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, invoice date, the purchase 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
Contract 8902

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 – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

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, including, but not limited to, those in Paragraph D , below, 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 such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to 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 liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, 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 to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or
Contract 8902

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 Contractor acknowledges and agrees that 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 will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. 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 or liability to the City, nor removal fees, cancellation fees, or the like 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 Documents. 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 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 fifteenth (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 Contractor's 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 Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have
Contract 8902

electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, 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 (5) 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. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. 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. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (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.

C. 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 ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "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 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 Documents, 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 Contractor's 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 Contractor's 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 the event Contractor breaches this warranty, 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, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

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 Contract Documents, 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. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the Contract 8902

U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

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 or required by the Solicitation, the warranty period shall be at least one (1) 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.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided to 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, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. 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 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 (being a minimum of 5 days) 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:

A. 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 25, (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.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

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/or 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. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience 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, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. FRAUD: Fraudulent statements by the Contractor in any offer, Contract Document, 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 53. 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. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or

Contract 8902

perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. 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, 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.

33. **LIMITATION OF LIABILITY:** This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE:** The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. **Specific Coverage Requirements:** Specific insurance requirements are contained in the Contract 8902

Solicitation and the Insurance Exhibit.

35. 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.

36. 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.

37. 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. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. INDEMNIFICATION 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. Moreover, 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**

Contract 8902

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. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. 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 Contract, 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.

40. 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 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 41 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 41 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 40 above.

41. 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.

42. 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 necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. 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.

44. 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.

45. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances and/or State law. 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 Contract 8902

solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. 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. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. NO SUBCONTRACTING BID AFTER AWARD: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. NO GIFT OF PUBLIC PROPERTY: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. 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 their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and enure 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 merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. 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. 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.

51. 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 submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. 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. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. 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.

53. 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, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. 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 participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. 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.

55. 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.

56. 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 |
| Veteran's Day |
| Thanksgiving Day |
| 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 their authorized designee.

57. 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 for fifteen (15) years.

58. 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, 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.

59. EQUAL OPPORTUNITY Contractor agrees that during the performance of its contract it will:

A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

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

60. 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 Contractor 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 Certificate".

61. 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.

62. 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.

63. 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 for Denton County, Texas (WD-2509).

64. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor 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; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor 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 Contractor's omission or breach of this Section.

66. ATTORNEY'S FEES; LEGAL COSTS: Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. 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.

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

69. FORCE MAJEURE: The City of Denton, any Customer, and the Contractor 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 Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor 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.

70. 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.

71. 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.

72. RECORDS RETENTION: The Contractor 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 Contractor 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 Contractor 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. In the event the value of this Contract is One Million (\$1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. PROCUREMENT LAWS: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. AUTHORITY: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

Exhibit D
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/](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 with the contract number in the subject line.
(EX: Contract 1234 – 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.

Exhibit E

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

\$1,000,000.00 per occurrence and \$2,000,000.00 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: \$500,000.00 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.

Bid Lines

Contractor's Proposal

| | |
|----------|---|
| 1 | Microsurfacing, Type III, 24-26 pounds per square yard Quantity: <u>430000</u> UOM: <u>SY</u> Price: <input type="text" value="\$5.55"/> Total: <input type="text" value="\$2,386,500.00"/> Item Notes: Quantity based on estimated annual quantity |
| 2 | POLYMER-MODIFIED EMULSIFIED ASPHALT SLURRY SEAL Quantity: <u>430000</u> UOM: <u>SY</u> Price: <input type="text" value="\$4.65"/> Total: <input type="text" value="\$1,999,500.00"/> Item Notes: Quantity based on estimated annual quantity |
| 3 | Mobilization Fee Price: <input type="text" value="\$40,000.00"/> Total: <input type="text" value="\$40,000.00"/> Supplier Notes: <input type="text" value="Mobilization charges are Per Year, Per work Type (Slurry Seal, Micro-surfacing)"/> |

Response Total: \$4,426,000.00

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.

Intermountain Slurry Seal, Inc

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

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

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

Nathan Niemann

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?

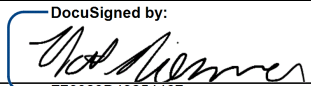
Yes No

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.

4 I have no Conflict of Interest to disclose.

5
DocuSigned by:

Signature of vendor doing business with the governmental entity

3/5/2026

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.

Certificate Of Completion

Envelope Id: B138F89D-B684-44C3-A004-AE994A87BABA

Status: Sent

Subject: Please DocuSign: City Council Contract 8902 Roadway Surface Treatments

Source Envelope:

Document Pages: 35

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Gabby Leeper

AutoNav: Enabled

901B Texas Street

Envelopeld 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

Holder: Gabby Leeper

Location: DocuSign

3/2/2026 4:48:31 PM

Gabby.Leeper@cityofdenton.com

Signer Events

Signature

Timestamp

Gabby Leeper

Completed

Sent: 3/2/2026 4:55:12 PM

Gabby.Leeper@cityofdenton.com

Viewed: 3/2/2026 4:56:30 PM

Senior Buyer

Signed: 3/2/2026 4:57:28 PM

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

Initial

Sent: 3/2/2026 4:57:30 PM

lori.hewell@cityofdenton.com

Viewed: 3/3/2026 11:14:31 AM

Purchasing Manager

Signed: 3/3/2026 1:12:16 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leah Bush

Signed by:

3A6254145BDA469...

Sent: 3/3/2026 1:12:18 PM

leah.bush@cityofdenton.com

Viewed: 3/4/2026 7:47:15 PM

Assistant City Attorney

Signed: 3/4/2026 7:52:40 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nathan Niemann

DocuSigned by:

F76029D43254467...

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nate.niemann@gcinc.com

Viewed: 3/5/2026 10:03:51 AM

Project Manager

Signed: 3/5/2026 10:08:23 AM

Intermountain Slurry Seal, INC.

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication (None)

Using IP Address: 131.229.182.47


Electronic Record and Signature Disclosure:

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Stephen D Gay
Stephen.Gay@cityofdenton.com
General Manager
Water Utilities
Security Level: Email, Account Authentication (None)

Signed by:

FEB48BB9726E4A9...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10

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Signed: 3/5/2026 3:21:55 PM

Electronic Record and Signature Disclosure:
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ID: c39d49d1-50b7-418b-8be2-80b0bef4f198

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

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cassey Ogden
Cassey.Ogden@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

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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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|--------------------|--------|-----------|

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

COPIED

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

COPIED

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Viewed: 3/10/2026 9:48:54 AM

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City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Updated | Security Checked | 3/6/2026 2:57:37 PM |

| Payment Events | Status | Timestamps |
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| Electronic Record and Signature Disclosure |
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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: | <ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

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

Acknowledging your access and consent to receive materials electronically

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 Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Discover Denton

ICM: Cassey Ogden

DATE: April 7, 2026

SUBJECT

Consider an ordinance of the City Council of Denton, Texas, approving an Acquisition Agreement with the Denton Destination Management and Marketing Organization for the transfer of equipment and other assets of Discover Denton, the assumption of certain contracts by the Denton Destination Management and Marketing Organization, and the grant of an Intellectual Property License to the Denton Destination Management and Marketing Organization; and providing an effective date.

BACKGROUND

July 16, 2024, the City Council of Denton directed City Staff to begin the process of transitioning Discover Denton from being a line of business of the Denton Chamber of Commerce to an independent Destination Marketing Organization beginning with a temporary move under City management. As a result, on December 17, 2024 pursuant to Ordinance No. 24-2486 the City acquired all of the equipment, intellectual property, and other assets of Discover Denton from the Chamber of Denton Chamber of Commerce for the purpose of temporarily operating Discover Denton as a City department before transitioning the tourism management and marketing functions of Discover Denton to an operationally independent Destination Management and Marketing Organization (DMMO).

On February 3, 2026, City Council approved the initial bylaws for the Denton DMMO and signed Resolution No. 26-0181 authorizing the filing of the Articles of Incorporation creating the Denton Destination Management and Marketing Organization, a Texas nonprofit corporation to perform tourism and marketing functions of Discover Denton. The conveyance of certain specified assets and liabilities to the DMMO from the City, pursuant to an Acquisition Agreement, is now necessary for the DMMO to perform the tourism management and marketing functions of Discover Denton.

FISCAL INFORMATION

Discover Denton was awarded Hotel Occupancy Tax (HOT) funds for program year 2026. On March 20, 2026, the Community Partnership Committee received an update on the transition and a request to transfer the remaining HOT funds for the 2026 program year to the DMMO. The HOT funding agreement will be presented to the City Council for consideration.

PRIOR ACTION REVIEW

On December 17, 2024, City Council approved acquisition of Discover Denton pursuant to Ordinance No.24-2486

EXHIBITS

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Presentation

Exhibit 3 - Ordinance with Exhibits

Respectfully submitted:
Kristi Franz
Executive Director

Prepared by:
Sarah Burton
Administrative Assistant

DISCOVER
DENTON TX

Transition of Discover Denton to an Independent DMMO

April 7, 2026



PURPOSE

- Provide an overview of the transition from Discover Denton to an independent DMMO
- Highlight key milestones and actions completed
- Outline final steps required for full independence
- Request Council authorization to execute the Acquisition Agreement

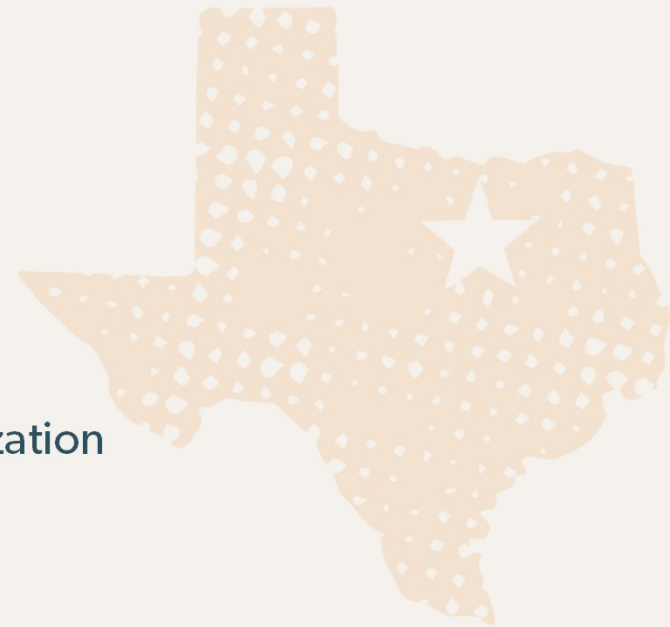
BACKGROUND

December 17, 2024: City Council approved Ordinance No. 24-2486

Authorized:

- Acquisition of Discover Denton assets from the Chamber
- Assumption of contracts by the City
- Amendment to lease agreement

Established long-term plan to transition to an independent organization



TRANSITION VISION

- Establish a stand-alone Destination Management & Marketing Organization
- Increase operational flexibility and efficiency
- Align with best practices for DMO/DMMOs statewide and nationally
- Strengthen tourism's economic impact for Denton



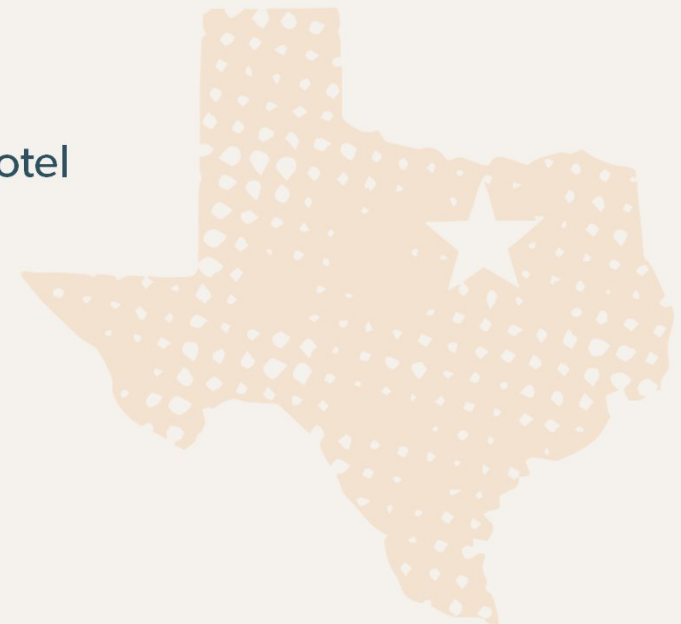
LEGAL FORMATION MILESTONES

- February 3, 2026:
 - Proposed Bylaws presented to City Council during Work Session for review and feedback
- February 17, 2026:
 - City Council approved bylaws
 - Authorized filing of Articles of Incorporation
- February 18, 2026:
 - Articles filed with the State of Texas
- March 3, 2026:
 - EIN issued by IRS
 - Official formation as a 501(c)(6)



FUNDING TRANSITION

- March 20, 2026:
 - Application submitted to Community Partnership Committee
 - Request to transfer remaining FY 2025–26 HOT funds
 - Committee reviewed and provided direction to award Hotel Occupancy Tax (HOT) funds to the Denton DMMO for Program Year 2026



WHERE WE ARE TODAY

- ✓ Legal entity established
- ✓ Governance structure in place
- ✓ Funding pathway approved
- ✓ Pathway for operational independence established

April 7, 2026: ID 26-0418



CURRENT STEP – ACQUISITION AGREEMENT

The first phase of transition requires execution of an Acquisition Agreement between:

- City of Denton
- Denton DMMO

Establishing a Formal Licensing Agreement Between the City and the DMMO for the

Continued Use of the 'Discover Denton' Intellectual Property

ASSET TRANSFERS

- Transferring Related Assets from the City to the DMMO
 - All Inventory
 - Tangible Personal Property
 - Contracts
 - Intellectual Property License



COMING SOON:

• LEASE ASSIGNMENT & FACILITY USAGE

- Lease agreement transfer of current lease for the Visitors Center Space, located at 111 W. Hickory Street from the City to Denton DMMO
- Establishing a lease agreement with the City for the office space currently occupied by the DMMO within the Development Services Center

• HOT FUND AGREEMENT

- Agreement to transfer remaining HOT funds allocated to Discover Denton to the Denton DMMO

STAFFING TRANSITION

- Current Discover Denton staff will:
 - Be offered employment with the Denton DMMO
 - Receive comparable compensation and benefits

Ensures continuity of operations and team stability



CONCLUSION

Today's Request:

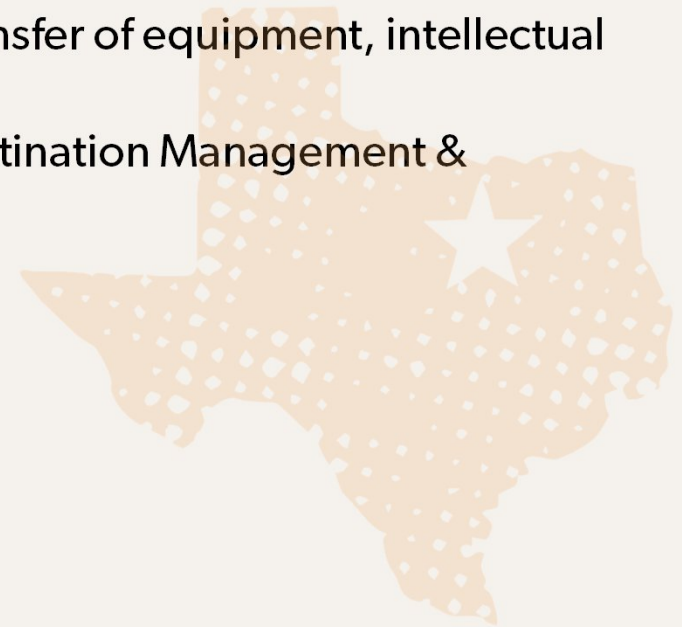
- Council approval to for staff to execute the Acquisition Agreement with Denton DMMO
 - Approval of the Acquisition Agreement allows City to take steps necessary for Denton DMMO to have operational Independence

Coming Soon:

- Council approval for staff to execute the HOT Fund Transfer Agreement to Denton DMMO
- Council approval for staff to execute the Lease Transfer Agreements to Denton DMMO

Recommendation

Staff Recommendation: Adopt an Ordinance authorizing the Interim City Manager to execute the Acquisition Agreement and Ancillary Agreements for the transfer of equipment, intellectual property and other assets of Discover Denton to the Denton Destination Management & Marketing Organization.



QUESTIONS?

THANK YOU



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING AN ACQUISITION AGREEMENT WITH THE DENTON DESTINATION MANAGEMENT AND MARKETING ORGANIZATION FOR THE TRANSFER OF THE EQUIPMENT AND OTHER ASSETS OF DISCOVER DENTON, THE ASSUMPTION OF CERTAIN CONTRACTS BY THE DENTON DESTINATION MANAGEMENT AND MARKETING ORGANIZATION, AND THE GRANT OF AN INTELLECTUAL PROPERTY LICENSE TO THE DENTON DESTINATION MANAGEMENT AND MARKETING ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 16, 2024, the City Council of Denton directed City Staff to begin the process of transitioning Discover Denton from being a line of business of the Denton Chamber of Commerce to an independent Destination Marketing Organization beginning with a temporary move under City Management; and

WHEREAS, on December 17, 2024, pursuant to Ordinance No. 24-2486, the City acquired all of the equipment, intellectual property, and other assets of Discover Denton from the Chamber of Denton Chamber of Commerce for the purpose of temporarily operating Discover Denton as a City department before transitioning the tourism management and marketing functions of Discover Denton to an operationally independent Destination Management and Marketing Organization; and

WHEREAS, pursuant to Resolution No. 26-0181, the City created the Denton Destination Management and Marketing Organization, a Texas nonprofit corporation (the DMMO) to perform the tourism management and marketing functions of Discover Denton; and

WHEREAS, the conveyance of certain specified assets and liabilities that are necessary for the operation of Discover Denton to the DMMO from the City pursuant to an acquisition agreement, to form of which is attached hereto and incorporated herein by reference as Exhibit A (the "Discover Denton Acquisition Agreement") is necessary for the DMMO to perform the tourism management and marketing functions of Discover Denton; and

WHEREAS, the operation of Discover Denton by the DMMO serves the public interest by stimulating business and commercial activity in the City and by promoting tourism and the convention and hotel industry; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The matters set forth in the recitals of this Ordinance are true and correct, are fully incorporated as part of this Ordinance for all purposes, and constitute findings of the City Council acting in its legislative capacity.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Discover Denton Acquisition Agreement in the form attached hereto as Exhibit A, and to take any additional actions deemed necessary by the City Manager or the City Attorney to give effect thereto, including executing any Ancillary Documents which have been approved as to form by the City Attorney, as such are defined in the Discover Denton Acquisition Agreement, to the

extent allowable by the City’s Charter and other applicable law.

SECTION 3. The City Council hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under the Agreement and this Ordinance to the City Manager or their designee.

SECTION 4. This Ordinance shall take effect immediately from and after its passage.

The motion to approve this resolution was made by _____ and seconded by _____, the resolution 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

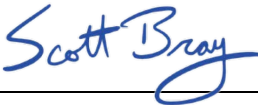
BY:  _____
Scott Bray
Deputy City Attorney

Exhibit A

DENTON DMMO ACQUISITION AGREEMENT

This acquisition agreement (hereinafter the “Primary Agreement”) is entered into by and between The Denton Destination Management and Marketing Organization, a Texas nonprofit corporation (hereinafter referred to as “DMMO”) and the City of Denton, Texas, a Texas municipal corporation (hereinafter “City”). The City and DMMO are collectively referred to as the “Parties”.

WHEREAS, on December 17, 2024, pursuant to Ordinance No. 24-2486, the City executed a contract with the Denton Chamber of Commerce for the acquisition of equipment, intellectual property, and other assets of Discover Denton, then a line of business under the Chamber of Commerce, for the purpose of temporarily operating Discover Denton as a City department before transitioning the tourism management and marketing functions of Discover Denton to an operationally independent Destination Management and Marketing Organization; and

WHEREAS, pursuant to Resolution No. 26-0181, the City created the DMMO for the purpose of carrying-over the tourism management and marketing functions of Discover Denton; and

WHEREAS, the City wishes to convey, and the DMMO agrees to acquire, substantially all of the assets and certain specified liabilities of the City that are necessary for the DMMO to perform the tourism management and marketing functions of Discover Denton; and

WHEREAS, the DMMO’s acquisition of said assets and liabilities serves the public interest by stimulating business and commercial activity in the City and by promoting tourism and the convention and hotel industry; and

WHEREAS, this Agreement shall be binding upon and shall enure to the benefit of the Parties; and

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and mutual covenants, obligations, promises, and releases contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows

ARTICLE I. DEFINITIONS

- 1.1. “**Acquisition Documents**” means this Agreement and all exhibits, schedules, and other agreements included herein or required hereby.
- 1.2. “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

- 1.3. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by contract or otherwise.
- 1.4. "**Agreement**" has the meaning set forth in the preamble.
- 1.5. "**Ancillary Documents**" means the Bill of Sale, the Assumed Contract Assignment(s), Assignment and Assumption of Leases, the Intellectual Property License, the HOT Agreement, and the other agreements, instruments and documents required to be delivered at or before the Closing.
- 1.6. "**Assigned Contracts**" has the meaning set forth in Section 2.1.
- 1.7. "**Assignment and Assumption of Lease**" has the meaning set forth in Section 3.2.
- 1.8. "**Assumed Contract Assignments**" has the meaning set forth in Section 3.2.
- 1.9. "**Assumed Liabilities**" has the meaning set forth in Section 2.4.
- 1.10. "**Bill of Sale**" has the meaning set forth in Section 3.2.
- 1.11. "**Books and Records**" has the meaning set forth in Section 2.1.
- 1.12. "**DMMO**" means the Denton Destination and Management Organization, a Texas nonprofit corporation located at 401 N Elm St, Denton, TX 76201.
- 1.13. "**City**" means the City of Denton, a Texas municipal corporation located at 215 E. McKinney, Denton, Texas 76201.
- 1.14. "**City Indemnitees**" has the meaning set forth in Section 9.2.
- 1.15. "**Closing**" has the meaning set forth in Section 3.1.
- 1.16. "**Closing Date**" has the meaning set forth in Section 3.1.
- 1.17. "**Contracts**" means any contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.
- 1.18. "**Development Services Lease**" has the meaning set forth in Section 3.2.
- 1.19. "**Discover Denton**" means all business conducted by the City to promote tourism and convention business in the City, and includes all of the assets, liabilities, rights, and obligations attendant thereto whether held under the name of the City, Discover Denton, neither, or both.
- 1.20. "**Excluded Assets**" has the meaning set forth in Section 2.3.
- 1.21. "**Excluded Contracts**" has the meaning set forth in Section 2.3.
- 1.22. "**Excluded Liabilities**" has the meaning set forth in Section 2.5.

1.23. “**Intellectual Property Agreements**” means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other Contracts, whether written or oral, relating to any Intellectual Property that is used or held for use in the conduct of Discover Denton and currently to which City is a party, beneficiary or otherwise bound.

1.24. “**Intellectual Property Assets**” means all intellectual property that was created or owned by City and used or held for use in the conduct of Discover Denton or the promotion of tourism in the City of Denton (including without limitation the Discover Denton brand name, trade names, logos, and goodwill), as currently conducted.

1.25. “**Intellectual Property License**” has the meaning set forth in Section 3.2.

1.26. “**Inventory**” has the meaning set forth in Section 2.1.

1.27. “**Liabilities**” means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

1.28. “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

1.29. “**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

1.30. “**Tangible Personal Property**” has the meaning set forth in Section 2.1.

1.31. “**Transferred Assets**” has the meaning set forth in Section 2.1.

ARTICLE II. TRANSFER OF ASSETS AND LIABILITIES

2.1. *Transfer of Assets.* Subject to the terms and conditions of this Agreement, at the Closing, the City shall grant, bargain, transfer, convey, assign, and deliver to the DMMO, and the DMMO shall acquire and accept from the City, all of the City’s right, title, and interest in, to, and under all of the assets, properties, and rights of every kind and nature, whether real, personal, or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, Discover Denton (collectively, the “**Transferred Assets**”), including, without limitation, the following:

- a) All inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories (“**Inventory**”);
- b) All Contracts set forth on Schedule 1 (the “**Assigned Contracts**”);

- c) All furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property set forth on Schedule 2 (the "**Tangible Personal Property**");
- d) All leased real property;
- e) All permits which are held by the City and required for the conduct of Discover Denton as currently conducted or for the ownership and use of the Transferred Assets;
- f) all of the City's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Transferred Assets; and
- g) originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, price lists, distribution lists, supplier lists, production data, quality control records and procedures, research and development files, records and data, sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, and marketing and promotional surveys ("**Books and Records**"); and
- h) all goodwill associated with any of the assets described in the foregoing clauses.

2.2. *Transfer Documents.* The parties agree to cooperate as reasonably necessary to execute any additional instruments or agreements necessary to effectuate the transfer contemplated herein, including execution of a Bill of Sale or other documents deemed necessary by the City.

2.3. *Excluded Assets.* Notwithstanding any other provision of this Agreement, the Transferred Assets shall not include the following assets (collectively, the "**Excluded Assets**");

- a) All accounts or notes receivable, cash, or cash equivalents of the City;
- b) Contracts, including Intellectual Property Agreements, that are not Assigned Contracts (the "**Excluded Contracts**");
- c) All Intellectual Property Assets;
- d) the seals, organizational documents, minute books, financial documents, books of account or other records having to do with the organization or operation of the City;
- e) all employee benefit plans and assets attributable thereto;
- f) the assets, properties and rights of the City not primarily used in connection with Discover Denton; and
- g) the rights which accrue or will accrue to the City under this Agreement and the Ancillary Documents.

2.4. *Assumed Liabilities.* Subject to the terms and conditions set forth herein, DMMO shall assume and agree to pay, perform and discharge the following Liabilities of the City (collectively, the "**Assumed Liabilities**"), including, without limitation, the following:

- a) all Liabilities and obligations arising under or relating to the Assigned Contracts;

2.5. *Excluded Liabilities.* Notwithstanding the provisions of Section 2.4 or any other provision in this Agreement to the contrary, the DMMO shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of the City or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "**Excluded Liabilities**"). Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

- a) any Liabilities of City arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;
- b) any Liabilities relating to or arising out of the Excluded Assets, except where otherwise agreed in the Ancillary Documents; and
- c) any Liabilities of City arising under or in connection with any employee benefit plan providing benefits to any present or former employee of City.

2.6. *Third Party Consents.* To the extent that City's rights under any Contract or Permit constituting a Transferred Asset, or any other Transferred Asset, may not be assigned to DMMO without the consent of another Person which has not been obtained, this Agreement shall not effect the assignment of the same if an attempted assignment would constitute a breach thereof or be unlawful..

ARTICLE III. CLOSING

3.1. *Closing.* Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by but not expressly effectuated by this Agreement (the "**Closing**") shall take place on or before May 8, 2026 or on such other date as DMMO and City may mutually agree upon in writing (the "**Closing Date**").

3.2. *Closing Deliverables.*

3.2.1. On or before the Closing Date, the City shall deliver to the DMMO the following:

- a) A bill of sale in the form of Exhibit A hereto (the "**Bill of Sale**") and duly executed by City, transferring the tangible personal property included in the Transferred Assets to DMMO;

- b) an Intellectual Property License Agreement in the form of Exhibit B hereto (the "**Intellectual Property License**") and duly executed by City, providing for a limited license for the use of the Intellectual Property Assets to the DMMO;
 - c) With respect to each Assigned Contract and to the extent necessary for DMMO to operate Discover Denton, an Assignment Agreement effecting the assignment to and assumption by the DMMO of the Assigned Contract in a form and substance satisfactory to the City (each an "**Assumed Contract Assignment**") duly executed by the City and any other necessary parties to the Assigned Contract, except that City's failure or refusal to execute or deliver any particular Assumed Contract Assignment shall not affect the Closing or DMMO's obligations under this Agreement;
 - d) With respect to the Visitor's Center Lease, an Assignment and Assumption of Lease in form and substance satisfactory to the City (the "**Assignment and Assumption of Lease**") and duly executed by City;
 - e) A lease agreement for the use by the DMMO of an area within the City's facility located at 401 N. Elm Street, Denton, TX 76201, in form and substance satisfactory to the City (the "**Development Services Lease**") and duly executed by City;
 - f) An agreement for the provision of Hotel Occupancy Tax funds to the DMMO for the purpose of promoting tourism and the convention and hotel industry in form and substance satisfactory to the City and which has been approved by the City Council of the City (the "**HOT Agreement**"); and
 - g) Such other customary instruments of transfer, assumption, filings or documents, in form and substance satisfactory to the City, as may be required to give effect to this Agreement.
- 3.2.2. On or before the Closing Date, the DMMO shall deliver to the City the following:
- a) With respect to each Assigned Contract, an Assumed Contract Assignment duly executed by the DMMO;
 - b) With respect to the Visitor's Center Lease, an Assignment and Assumption of Lease duly executed by the DMMO;
 - c) The Intellectual Property License, duly executed by the DMMO;
 - d) The HOT Agreement, duly executed by the DMMO;
 - e) The Development Services Lease duly executed by the DMMO; and
 - f) such other customary instruments of transfer, assumption, filings or documents as may be required to give effect to this Agreement.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE CITY

For the purposes of this Agreement, except as otherwise provided herein, the City represents and warrants that the statements in this Article IV are true and correct as of the date hereof.

4.1. *Authority of City.* City has full power and authority to enter into this Agreement and the Ancillary Documents to which City is or will be a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by City of this Agreement and any Ancillary Document to which City is or will be a party, the performance by City of its obligations hereunder and thereunder and the consummation by City of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of City. This Agreement has been duly executed and delivered by City, and (assuming due authorization, execution and delivery by DMMO) this Agreement constitutes a legal, valid and binding obligation of City enforceable against City in accordance with its terms. When each Ancillary Document to which City is or will be a party has been duly executed and delivered by City (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of City enforceable against it in accordance with its terms.

4.2. *No Violation.* None of (i) the execution and delivery of this Agreement or any of the other Acquisition Documents by the City, (ii) the performance by the City of its obligations hereunder or thereunder, (iii) the consummation of the transactions contemplated hereby or thereby after the Closing, will violate any statute, law, judgment, decree, order, regulation, or rule of any court or governmental authority to which the City or the Transferred Assets is subject.

4.3. *Contracts and Commitments.*

4.3.1. Schedule 1 lists each of the Contracts by which any of the Transferred Assets are bound or affected or to which City is a party or by which it is bound in connection with Discover Denton or the Transferred Assets (“the Assigned Contracts”).

4.3.2. At the DMMO's request, the City shall deliver or cause to be delivered to the DMMO full and complete copies of the documents identified above and all such other agreements and instruments as DMMO may reasonably request.

4.3.3. Each of the contracts listed on Schedule 1 is valid and binding, and each of the contracts binding on the City (whether or not listed on Schedule 1) has been entered into in the ordinary course of business, and none of the contracts binding on the City contains terms or conditions that are materially adverse to the City. Neither the City nor any other party hereto is in default under or in breach or violation of, and neither the City nor any other party hereto has received notice of any asserted claim of default by any other party under, or a breach or violation of, any of the contracts, agreements, and commitments described in this Section 4.3, including without limitation, any licensing or usage

agreements with respect to the technology that the City now uses or currently intends and plans to use.

4.4. *Licenses, Permits, and Authorizations.* The City has all approvals, authorizations, consents, licenses, franchises, orders, and other permits (collectively, “**Licenses**”) of (i) any governmental or regulatory agency, whether federal, state, local or foreign, and (ii) all trade or industry associations, required to permit it to carry on its business as presently conducted, all of which are in full force and effect.

4.5. *No Other Representations or Warranties.* Except for the representations and warranties contained in this Article IV (including the related portions in the attached Schedules), neither City nor any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the City, including any representation or warranty as to the accuracy or completeness of any information regarding Discover Denton and the Transferred Assets furnished or made available to DMMO, or as to future revenue, incentives or grants to DMMO from the City, or any representation or warranty arising from statute or otherwise in law.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF DMMO

DMMO represents and warrants to the City that the statements contained in this Article V are true and correct as of the date hereof.

5.1. *Organization and Authority of DMMO.* DMMO is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas.

5.2. *Authority of DMMO.* DMMO has full power and authority to enter into this Agreement and the Ancillary Documents to which DMMO is or will be a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by DMMO of this Agreement and any Ancillary Document to which DMMO is or will be a party, the performance by DMMO of its obligations hereunder and thereunder and the consummation by DMMO of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of DMMO. This Agreement has been duly executed and delivered by DMMO, and (assuming due authorization, execution and delivery by City) this Agreement constitutes a legal, valid and binding obligation of DMMO enforceable against DMMO in accordance with its terms. When each Ancillary Document to which DMMO is or will be a party has been duly executed and delivered by DMMO (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of DMMO enforceable against it in accordance with its terms.

ARTICLE VI. PRE-CLOSING OBLIGATIONS OF THE PARTIES

6.1. *Closing Conditions.* From the date hereof until the Closing, each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof.

6.2. *Further Assurances.* Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Ancillary Documents.

ARTICLE VII. CONDITIONS TO CLOSING

7.1. *Conditions to Obligations of City.* The obligations of City to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

- a) No Action shall have been commenced against City or DMMO which would prevent the Closing;
- b) The representations and warranties of DMMO contained in Article V shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a material adverse effect on DMMO's ability to consummate the transactions contemplated hereby.
- c) DMMO shall have delivered to City duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 3.2; and
- d) DMMO shall have delivered to City such other documents or instruments as City reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

7.2. *Conditions to Obligations of DMMO.* The obligations of DMMO to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or DMMO's waiver, at or prior to the Closing, of each of the following conditions:

- a) City shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date;

- b) City shall have delivered to DMMO duly executed counterparts to the Ancillary Documents and such other documents and deliverables set forth in Section 3.2, except that City's failure or refusal to execute or deliver any particular Assumed Contract Assignment shall not affect the DMMO's obligations under this Agreement; and
- c) City shall have delivered to DMMO such other documents or instruments as DMMO reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE VIII. POST-CLOSING COVENANTS

8.1. *Further Assurances.* Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Ancillary Documents.

ARTICLE IX. INDEMNIFICATION

9.1. *Survival.* Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is 2 years from the Closing Date; *provided, that* the representations and warranties in Section 4.1, Section 5.1, and Section 4.1 shall survive indefinitely. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

9.2. *Indemnification By DMMO.* Subject to the other terms and conditions of this Article IX, from and after Closing, DMMO shall indemnify and defend each of City and its Affiliates and their respective Representatives (collectively, the "City Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all losses incurred or sustained by, or imposed upon, the City Indemnitees based upon, arising out of, with respect to or by reason of:

- a) any inaccuracy in or breach of any of the representations or warranties of DMMO contained in this Agreement, the Ancillary Documents or in any certificate or instrument delivered by or on behalf of DMMO pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or

warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

- b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by DMMO pursuant to this Agreement, the Ancillary Documents, the Assigned Contracts, or any certificate or instrument delivered by or on behalf of DMMO pursuant to this Agreement;
- c) any Excluded Asset or any Excluded Liability; or
- d) any third-party claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of DMMO or any of its Affiliates.

9.3. *City Reimbursement, Credit.* If, at any point after the Closing Date, the City pays any portion of the Assumed Liabilities due to the DMMO's failure to perform, breach, or default under any of the Assumed Contracts, or because of the failure or refusal of a third party to release the City from any Assumed Contract, City may, at its option, withhold payment to the DMMO under the HOT Agreement up to the amount of such payment related to the Assumed Liability. To the extent that the HOT Agreement and this Section 9.3 conflict, the terms of the HOT Agreement shall control.

ARTICLE X. TERMINATION

10.1. *Termination.* This Agreement may be terminated at any time prior to the Closing:

- a) by the mutual written consent of DMMO and City;
- b) by City by written notice to DMMO if:
 - (i) City is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by DMMO pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VI and such breach, inaccuracy or failure has not been cured by DMMO within three (3) days of DMMO's receipt of written notice of such breach from City; or
 - (ii) any of the conditions set forth in Section 7.1 or Section 7.2 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by Closing, unless such failure shall be due to the failure of City to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;
- c) by DMMO by written notice to City if:

- (i) DMMO is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by City pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VIII and such breach, inaccuracy or failure has not been cured by City before the final possible Closing Date; or
- (ii) any of the conditions set forth in Section 7.1 or Section 7.2 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by Closing, unless such failure shall be due to the failure of DMMO to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or
- d) by City or DMMO in the event that there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited.

10.2. *Effect of Termination.* In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- a) that the obligations set forth in this Article X and Article XI hereof shall survive termination; and
- b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

ARTICLE XI. MISCELLANEOUS

11.1. *Expenses.* Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

11.2. *Notice.* Any notice required to be given under this Agreement or any statute, ordinance, or regulation, shall be effective when given in writing and deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery, addressed to the respective parties as follows:

CITY

DENTON DMMO

City Manager
City of Denton
215 E. McKinney
Denton, Texas 76201

Executive Director
Denton Destination Management and
Marketing Organization
401 N. Elm
Denton, Texas 76201

11.3. *Headings.* The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11.4. *Severability.* If any section, subsection, paragraph, sentence, clause, phrase or word in this Agreement, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement, and the parties hereby declare they would have enacted such remaining portions despite any such invalidity.

11.5. *Entire Agreement.* This Agreement and the Ancillary Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary Documents, the Exhibits and schedules, the statements in the body of this Agreement will control.

11.6. *Non-Assignment.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

11.7. *Amendment and Modification; Waiver.* This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.8. *Governing Law and Venue.* The laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement or the Ancillary Documents, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in Denton County, Texas, and the parties hereto expressly consent to the venue and jurisdiction of such court.

11.9. *Specific Performance.* The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

11.10. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.


A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives, to be effective as of the Effective Date.

THE CITY OF DENTON

**DENTON DESTINATION
MANAGEMENT AND
MARKETING ORGANIZATION**

By: _____
Cassey Ogden, Interim City Manager

By:  _____

Name: GLENN T. CARLTON

Title: CHAIRMAN

Attest:

Ingrid Rex, City Secretary

Approved as to business and operational terms:

DocuSigned by:


Christine Taylor, Assistant City Manager

Approved as to legal form:

By:  _____
Scott Bray
Deputy City Attorney
Mack Reinwand, City Attorney

Schedule 1
Third Party Contracts or Agreements

To the best of CITY’s knowledge and belief the Third-Party Contracts or Agreements listed below comprises the complete list of Third Party Contracts or Agreements CITY used to operate Discover Denton prior to the Termination Date.

| Contract(s) | Description | Type |
|--------------------|---|-------------|
| Threshold 360 | Virtual tours platform, map builder, analytics | Software |
| Simpleview | Multiple: CRM, integrations, tools, event impact calculator | Service |
| Cvent | RFP Services, Advertising, Analytics, and Tools | Software |
| SnapSea | User Generated Content Management Platform | Software |
| EON | Multiple: Managed IT Services | Service |
| Lamar | Billboard advertising | Service |
| TWU | Sponsorship | Service |
| UNT Mean Green | Sponsorship | Service |

Schedule 2
Tangible Personal Property

EXHIBIT A
Form of Bill of Sale

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, The City of Denton, Texas, a Texas municipal corporation ("**City**"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to the Denton Destination Management and Marketing Organization, a Texas nonprofit corporation ("**DMMO**"), all of its right, title, and interest in and to the Transferred Assets, as such term is defined in the Denton DMMO Acquisition Agreement, dated as of April 7, 2026 (the "**Purchase Agreement**"), by and between DMMO and City, to have and to hold the same unto DMMO, its successors and assigns, forever.

DMMO acknowledges that City makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

This Bill of Sale shall be binding upon and enure to the benefit of the successors and permitted assigns of DMMO and City.

This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the day and year first written above.

City of Denton, TX

By: _____

Name: _____

Title: _____

EXHIBIT B
Form of Intellectual Property License Agreement

**DISCOVER DENTON
INTELLECTUAL PROPERTY LICENSE AGREEMENT**

This Intellectual Property License Agreement (this “Agreement”) is entered into between the City of Denton, a Texas municipal corporation (“Licensor”), and Denton Destination Marketing and Management Organization, a Texas nonprofit corporation (“Licensee”).

Recitals

- A. Licensor is the sole and exclusive owner of the trademark and service mark DISCOVER DENTON in name and word form and all design variations used to date by Licensor or its authorized licensees; the brand “Discover Denton”; all other related marks, their graphic representations, trade dress, and artwork as may be designated by Licensor in writing; social media handles and content for “Discover Denton”; and such related copyright material as may be designated by Licensor now or in the future in writing (collectively, the “Mark”); and
- B. Licensee desires to license the right to use the Mark in connection with its business of promoting, managing, and marketing tourism in the City of Denton.

NOW, THEREFORE, the parties agree as follows:

- 1. Grant of License. Licensor grants to Licensee a limited, royalty-free, exclusive license, with no right to sublicense, to use the Mark (as defined in the Recitals to this Agreement, which are incorporated herein by reference) in connection with its business of promoting, managing, and marketing tourism in the City of Denton. Licensor will provide to Licensee, upon request by Licensee, any files, media, or materials created by Licensor and held by Licensor in relation to Licensor’s use of the Mark for Licensee to use consistent with the terms of this Agreement.
- 2. Quality Control. Licensee agrees that goods or services associated with the Mark will be of high quality, at least equal to or better than the quality of the goods or services currently provided by the Licensor in connection with the Mark, and that Licensee will conduct itself in a manner so as to preserve the rights of Licensor in the Mark and the goodwill associated with the Mark, will not do anything that would damage or depreciate such goodwill, and will cooperate with Licensor in taking such actions as are reasonably necessary or desirable to ensure quality compliance, as may be reasonably specified by Licensor from time to time. Licensee shall provide copies of uses of the Mark, including merchandise, advertising, and promotional materials, for review by Licensor in a timely manner upon the reasonable request of Licensor. Licensor may, in its sole discretion, prohibit specific uses of the Mark it deems to be misleading, offensive, or harmful to the reputation of Licensor or the Mark by designating such prohibited uses in writing to Licensee.
- 3. Proceeds. Proceeds from Licensee’s use of the Mark shall be used exclusively by Licensee for the nonprofit purposes of Licensee related to the promotion, management, and marketing of tourism in the City of Denton.

4. Termination. The license provided by this Agreement shall continue for as long as Licensor and Licensee have an active, unexpired, valid, and enforceable agreement under which Licensor provides or has provided funds derived from hotel occupancy taxes to Licensee, except that the license may be terminated by either party at any time at such party's convenience by providing notice of termination to the other party at least 90 days prior to the termination date. Licensor may terminate this Agreement immediately for cause if, within 5 days of receiving notice of breach of this Agreement from Licensor, Licensee has failed to cure its breach of this Agreement. Upon receiving notice of breach from Licensor, Licensee shall immediately halt all use of the Mark until the breach has been cured.
5. Post-termination Rights. Not less than thirty (30) days after termination of this Agreement, Licensee agrees to return to Licensor all materials and inventory bearing the Mark to Licensor, at no cost to Licensor. Upon termination, all of the rights of Licensee to use of the Mark under this Agreement shall terminate and immediately revert to Licensor, and Licensee shall immediately discontinue all use of the Mark.
6. Assignment. No part of this Agreement, nor any rights conferred hereby, may be assigned or otherwise transferred without express prior written consent from Licensor.
7. Retention of Ownership. Licensee acknowledges that Licensor is the sole and exclusive owner of the Mark and that Licensor retains all ownership rights, subject to the limited license granted pursuant to this Intellectual Property License Agreement, and that Licensor makes no representations or warranties, express or implied, except as expressly set forth in this Agreement. All usage of the Mark shall inure to the benefit of Licensor. Licensor has the right, but not the obligation, to apply to register the Mark, in all forms and variations, including as a trademark or service mark, as the case may be, with any or all state, federal, or foreign trademark authorities as Licensor shall, in its sole discretion, determine. Licensee shall cooperate with Licensor to sign all documents, provide adequate specimens and information, and to take all steps reasonably necessary to allow Licensor to register the Mark as so determined. Licensee shall not register or use or assist a third party in registration or use of any trademark, service mark, name, or other marks that are confusingly similar to the Mark.
8. Protection of Mark. Licensor shall have the sole and exclusive right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement. All sums recovered in any such lawsuits, whether by judgment, settlement, or otherwise, in excess of the amount of reasonable attorneys' fees and other out of pocket expenses of such suit, shall be retained solely by Licensor. Licensee agrees to fully cooperate with Licensor in the prosecution of any such suit against a third party and shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit. Licensee shall notify Licensor immediately of any known or suspected infringement or claims of infringement of the Mark or arising from the use of the Mark.
9. Responsibility for Licensed Products and Services. Licensee shall be solely responsible for and assume all costs and liabilities related to: (a) the quality of the licensed products and services

bearing the Mark, (b) any defect in or of licensed products (whether such defect be in materials, workmanship, or design) or failure of the licensed services, (c) product liability of the licensed products, (d) conformance of licensed products and services with all applicable laws, rules, regulations, and standards, including health and agricultural regulations, and (e) the promotion, sale, documentation, and marketing of licensed products and services. Licensee shall be solely responsible for the payment and discharge of any taxes or duties relating to any transactions of Licensee, its subsidiaries, employees, contractors, agents, or sublicensees, in connection with the manufacture, use, distribution, or sale of licensed products or services.

10. Licensee Protection of Licensor. During the term of this Agreement, and continuing after the expiration or termination of this Agreement, LICENSEE SHALL INDEMNIFY, REIMBURSE, HOLD HARMLESS, AND DEFEND LICENSOR FROM ANY LOSS, LIABILITY, DAMAGE, COST, OR EXPENSE ARISING OUT OF ANY CLAIMS OR SUITS WHICH MAY BE BROUGHT OR MADE AGAINST LICENSOR BY REASON OF: (I) ANY BREACH OF LICENSEE'S COVENANTS AND UNDERTAKINGS HEREUNDER; (II) ANY UNAUTHORIZED USE OF THE MARK; (III) LICENSEE'S NON-COMPLIANCE WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS OR WITH ANY OTHER APPLICABLE REGULATIONS; AND (V) ANY PRODUCT LIABILITY, ANY ALLEGED DEFECT IN MATERIALS OR WORKMANSHIP, ALLEGED INHERENT DANGERS (WHETHER OBVIOUS OR HIDDEN) IN THE LICENSED PRODUCTS OR THE USE THEREOF.
11. Audit. Licensor shall have the right, upon at least five (5) days' written notice, to inspect Licensee's books and records and all other documents and material in possession of or under the control of Licensee with respect to the subject matter of this Agreement at Licensee's primary business address. Licensor shall have free and full access thereto for such purposes and shall be permitted to make copies thereof and extracts therefrom.
12. Relationship. Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, or employment relationship between the parties hereto. Except as specified herein, neither party shall have the right power, or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto.
13. Disputes. The rights and liabilities of the parties arising out of or relating to this Agreement will be governed by the laws of the State of Texas and any disputes between the parties will be handled in a court of competent jurisdiction in Denton County, Texas.
14. Effective Date. This Intellectual Property License Agreement will be effective on May 8, 2026.

[Signature page follows]

In witness whereof, this Intellectual Property License Agreement is effective upon the Effective Date and has been duly executed by the following:

THE CITY OF DENTON

DENTON DESTINATION MANAGEMENT AND MARKETING ORGANIZATION

By: _____
Cassey Ogden, Interim City Manager

By:  _____

Name: GLENN T. CARLTON

Title: CHAIRMAN

Attest:

Ingrid Rex, City Secretary

Approved as to business and operational terms:

DocuSigned by:


Christine Taylor, Assistant City Manager

Approved as to legal form:

 Scott Bray
Deputy City Attorney
By: _____
Mack Reinwand, City Attorney

Schedule 2

| Item(s) | Quantity |
|-----------------------------------|-----------------|
| Laptops | 8 |
| Desktops | 2 |
| Printers | 2 |
| Zebra printer | 1 |
| Keyboards | 10 |
| Mice | 9 |
| Docking Stations | 9 |
| Monitors | 17 |
| Large TVs | 4 |
| TV with stand | 1 |
| TruOmni boards | 2 |
| TruOmni board travel case | 1 |
| External Drive | 1 |
| Point of Sale System | 1 |
| Cell Phone | 1 |
| iPad | 2 |
| Bluetooth speaker | 1 |
| Visitor Guides | 10,000 |
| Branded Tent | 1 |
| Table Runners | 2 |
| Branded Wagon | 2 |
| Unbranded Wagon | 1 |
| Popup Banners | 3 |
| Desktop Banner | 1 |
| Coffin racer | 1 |
| A-frame sign holders | 10 |
| Discover Denton promotional items | Various |
| Source Strategies Reports | Various |

Visitor Center

| | |
|------------------------------|---------|
| Clothing rack- | 8 |
| Shelves- | 10 |
| Desks- | 3 |
| TV Stand- | 1 |
| Counter- | 3 |
| Brochure rack- | 2 |
| Bench- | 1 |
| Metal grid- | 8 |
| Neon sign- | 3 |
| Tables- | 10 |
| Mirror- | 1 |
| Trash cans- | 7 |
| Sticker rack- | 4 |
| Spinning rack- | 1 |
| T-shirt tower- | 1 |
| Candle display- | 1 |
| Magnet turnstile- | 1 |
| Drink cooler- | 1 |
| Oscillating fans- | 3 |
| Hat rack- | 1 |
| Mannequins- | 10 |
| 2 tier display stand- | 1 |
| 3 Tier wire display- | 1 |
| Wicker display baskets- | 10 |
| Wire display baskets- | 10 |
| Wooden display baskets- | 3 |
| Metal/wood triangle display- | 3 |
| Metal wall hooks- | 50 |
| Metal stands/displays- | 30 |
| Lasko fan- | 1 |
| 3 gal. bev. Dispenser- | 1 |
| Beer cup boxes- | 6 |
| Misc art supplies- | various |
| Misc office supplies- | various |
| Misc Halloween decorations- | various |
| Halloween merchandise- | various |
| Computer monitor- | 1 |
| Misc Christmas decorations- | various |
| White chairs- | 6 |
| Record player- | 1 |
| No lid containers- | various |
| Lid containers- | various |
| Lawn chairs- | 20+ |
| Guitar- | 1 |
| Garden supplies- | various |
| Spin wheel- | 1 |