

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND KIMLEY-HORN AND ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON FEBRUARY 23, 2021, IN THE NOT-TO-EXCEED AMOUNT OF \$461,100.00; AMENDED BY AMENDMENT 1 APPROVED BY CITY COUNCIL; SAID SECOND AMENDMENT TO ACQUIRE ULTIMATE RIGHT OF WAY FOR THE RYAN ROAD WIDENING PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 6590-097 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$614,500.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$2,313,865.15).

WHEREAS, on February 23, 2021, awarded a contract to Kimley-Horn and Associates, Inc. in the amount of \$461,100.00, for professional engineering services for the Ryan Road Corridor Improvements Project for the Capital Projects-Engineering Department; and

WHEREAS, on July 16, 2024, City Council awarded a First Amendment to Kimley-Horn and Associates, Inc. in the amount of \$1,238,265.15, to provide design services for the Ryan Road Widening Project for the Capital Projects Department; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, increasing the amount of the contract between the City and Kimley-Horn and Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Six Hundred Fourteen Thousand Five Hundred and 0/100 (\$614,500.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$2,313,865.15.

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

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

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

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

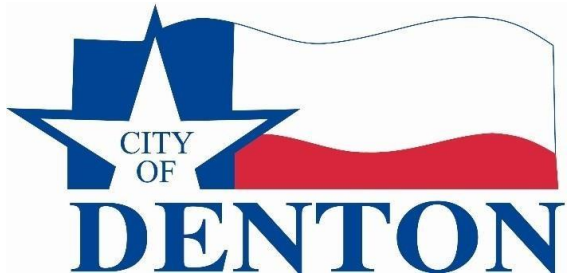
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

FILE	6590-0997
File Name	Ryan Rd Design Amendment 2
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
PSA 6590-097**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 6590-097 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on February 23, 2021, in the original not-to-exceed amount of \$461,100 (the “Original Agreement”); amended on July 16, 2024 in the additional amount of \$1,238,265.15 aggregating a not-to-exceed amount of \$1,699,365.15 (the “First Amendment”); (collectively, the Original Agreement, and the First Amendment, are the “Agreement”) for services related to Ryan Road Corridor Improvements.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$614,500 with this Amendment for an aggregate not-to-exceed amount of \$2,313,865.15; 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:

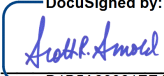
1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Ryan Road Corridor Improvements, are hereby authorized to be performed by Engineer. For and in consideration of the additional services 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 \$614,500.
2. This Amendment modifies the Agreement amount to provide an additional \$614,500 for the additional services with a revised aggregate not to exceed total of \$2,313,865.15.

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

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

“Engineer”

KIMLEY-HORN AND ASSOCIATES,
INC.

By:  _____ Vice President
AUTHORIZED SIGNATURE, TITLE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By:  _____
4B070831B4AA438...

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

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

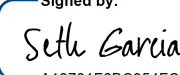
Signed by:  _____ Seth Garcia
A13701F6BC954FC...
SIGNATURE PRINTED NAME
Interim Director of Capital Projects
TITLE
Capital Projects
DEPARTMENT

EXHIBIT A

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
ADDITIONAL SERVICES**

Professional Services Agreement:
RYAN ROAD CORRIDOR IMPROVEMENTS
Amendment Scope of Services

This is Amendment number 2 dated March 19, 2025 to the agreement between **City of Denton** ("CITY") and Kimley-Horn and Associates, Inc. ("ENGINEER") dated **February 24, 2021** ("the Agreement") concerning **Ryan Road Corridor Improvements** (the "Project").

The ENGINEER has entered into the AGREEMENT with CITY for the furnishing of professional services, and the parties now desire to amend the Agreement.

The AGREEMENT is amended to include services to be performed by ENGINEER for compensation as set forth below in accordance with the terms of the ENGINEER, which are incorporated by reference.

A. Scope of Services

The CITY has requested that the services currently authorized to be performed by the ENGINEER in accordance with the original Agreement be modified. The CITY has requested that the ENGINEER perform additional services consisting of:

- Property Acquisition Services

Task 4 Property Acquisition Services**Task 4.1 Right-of-Way and Temporary Construction Easement Documentation**

- 4.1.1 The ENGINEER will prepare a metes and bounds description and sketch showing the location and dimensions for proposed easements. Easement language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to the ENGINEER. The CITY will file the documents.

The ENGINEER will prepare up to fifty-one (51) temporary construction easement or right-of-way documents.

Task 4.2 Property Acquisition Services

- 4.2.1 ENGINEER will perform the following services for Easement Acquisition Services:
1. ENGINEER's Real Estate Agent shall provide appraisals for proposed easements on up to sixty (60) parcels for the proposed dedication 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 sixty (60) parcels for the proposed dedication lines as follows:

EXHIBIT A

- a. 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 easements 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).
 - b. 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 their 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 easement 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.
 - c. 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.
 - d. 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.
3. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.
 4. 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

EXHIBIT A

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.

5. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.
6. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.
7. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the CITY.

Compensation

The additional services described above will be accommodated by increasing the contract amount by \$614,500.00. The CITY shall compensate the ENGINEER as follows:

Lump Sum

The ENGINEER will perform the services in Tasks 2 and 5-7 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the CITY.

Task	Amendment No. 1 Contract	Amendment No. 2	Revised Contract
Task 2 – Data Collection			
2.1 – Base Mapping	\$22,217.97	-	\$22,217.97
2.2 – Topographic Survey	\$75,099.54	-	\$75,099.54
2.4.1 – SUE (Level B)	\$160,200.00	-	\$160,200.00
Task 5 – Roadway Design	\$274,900.00	-	\$274,900.00
Task 6 – Utility Design	\$207,100.00	-	\$207,100.00
Task 7 – Drainage Design	\$278,000.00	-	\$278,000.00
Totals:	\$1,017,517.51	-	\$1,017,517.51

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Individual task amounts are provided for budgeting purposes only. The ENGINEER reserves the right to reallocate amounts among tasks as necessary.

Hourly Not to Exceed

The ENGINEER will perform the services in Tasks 1-4, and 8-11 on a labor fee plus expense basis with the maximum labor fee shown below.

The ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. The ENGINEER

EXHIBIT A

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.

Task	Amendment No. 1 Contract	Amendment No. 2	Revised Contract
Task 1 – Project Management	\$72,707.49	-	\$72,707.49
Task 2 – Data Collection		-	
2.3 – Geotechnical Analysis	\$56,237.50	-	\$56,237.50
2.4.2 – SUE (Level A)	\$41,800.00	-	\$41,800.00
Task 3 – Conceptual Design (30% Submittal)	\$146,102.65	-	\$146,102.65
Task 4 – Property Acquisition Services	\$198,000.00	\$614,500.00	\$812,500.00
Task 8 – Illumination Design	\$60,500.00	-	\$60,500.00
Task 9 – Construction Phase Services	\$89,900.00	-	\$89,900.00
Task 10 – Record Drawings	\$14,400.00	-	\$14,400.00
Task 11 – Reimbursable Expenses	\$2,200.00	-	\$2,200.00
Totals:	\$681,847.64	\$614,500.00	\$1,296,347.64

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 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

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

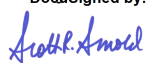
BY:
CITY OF DENTON, TEXAS

Title: _____

Date: _____

BY:
ENGINEER
Kimley-Horn and Associates, Inc

DocuSigned by:



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Title: Scott Arnold, Vice President

Date: _____

Amendment No. 2
Ryan Road Corridor Improvements

March 19, 2025

Certificate Of Completion

Envelope Id: D2830CFD-CD9E-43D1-A75D-F893D20438D0

Status: Sent

Subject: Please DocuSign: City Council Contract 6590-097 Ryan Road Design Amendment 2

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Erica Garcia

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

erica.garcia@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Erica Garcia

Location: DocuSign

4/4/2025 9:26:38 AM

erica.garcia@cityofdenton.com

Signer Events

Signature

Timestamp

Erica Garcia

Completed

Sent: 4/4/2025 9:33:00 AM

erica.garcia@cityofdenton.com

Viewed: 4/4/2025 9:34:12 AM

Senior Buyer

Signed: 4/4/2025 9:34:35 AM

City of Denton

Using IP Address: 198.49.140.104

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Sent: 4/4/2025 9:34:36 AM

lori.hewell@cityofdenton.com

Viewed: 4/4/2025 11:22:06 AM

Purchasing Manager

Signed: 4/4/2025 11:22:36 AM

City of Denton

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

Marcella Lunn

DocuSigned by:

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marcella.lunn@cityofdenton.com

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Senior Deputy City Attorney

Signed: 4/4/2025 4:46:02 PM

City of Denton

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

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Scott Arnold

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Scott.arnold@kimley-horn.com

Viewed: 4/4/2025 5:02:45 PM

Vice President

Signed: 4/4/2025 5:03:15 PM

Kimley-Horn and Associates, Inc.

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

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Signed using mobile

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
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Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	Sent: 4/4/2025 5:08:58 PM
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Electronic Record and Signature Disclosure:
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Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/4/2025 9:34:37 AM
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Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/4/2025 5:08:57 PM Viewed: 4/7/2025 11:12:21 AM

Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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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.

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:

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

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

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

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

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

To request paper copies from City of Denton

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

To withdraw your consent with City of Denton

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•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.