City of Denton

Meeting Agenda

Public Utilities Board

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

Monday, July 27, 2026 | **9:00 AM** | **Council Work Session Room**

REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD

Citizens will be able to participate in the following way:

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

After determining that a quorum is present, the Public Utilities Board of the City of Denton, Texas will convene in a Regular Meeting on Monday, July 27, 2026, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

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

2. CONSENT AGENDA

Each of the items on the Consent Agenda is recommended by the Staff and approval thereof will be strictly on the basis of the Staff recommendations. Approval of the Consent Agenda authorizes the City Manager or designee to implement each item in accordance with the Staff recommendations. The Public Utilities Board has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

Listed below are bids, purchase orders, contracts, and other items to be approved for payment or other action under the Consent Agenda (Agenda Items A – C). This listing is provided on the Consent Agenda to allow Public Utilities Board 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. PUB26-111 Consider recommending adoption of an ordinance of the City of Denton, a Texas

home-rule municipal corporation, authorizing the approval of a fifth amendment to a Professional Services Agreement between the City of Denton and Halff Associates, Inc., amending the contract approved by the City Council on November 15, 2022, in the not-to-exceed amount of $1,144,280.00; amended by Amendments 1-4 approved by City Council and Purchasing; said fifth amendment to provide for additional right-of-way acquisition services in relation to the Westgate Drive Reconstruction Project Phase 2 for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (File 7599-011 - providing for an additional fifth amendment expenditure amount not-to-exceed $98,600.00, with the total contract amount not-to-exceed $1,386,570.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Original Ordinance, Contract, Ordinances, and Amendments 1-4
Exhibit 3 - Ordinance and Amendment 5

B. PUB26-112 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds by the City Manager for the emergency purchase of the turbo repair and overhaul for the Denton Energy Center; and providing an effective date (File 9094 - awarded to Accelleron US Inc., in the not-to-exceed amount of $354,615.84).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

C. PUB26-114 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with McKim & Creed, Inc. as the primary vendor, and Prime Controls, L.P., as the secondary vendor, for SCADA Maintenance and Services for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9011 - awarded to McKim & Creed, Inc. and Prime Controls, L.P., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $400,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Pricing Evaluation
Exhibit 3 - Ordinance and Contracts

3. ITEMS FOR INDIVIDUAL CONSIDERATION

A. PUB26-127 Consider Approval of the July 13, 2026 minutes

Attachments: 7-13-2026 PUB Minutes

B. PUB26-061 Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates for Wastewater service; providing for a repealer; providing for a severability clause; and, providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet Wastewater Rates
Exhibit 2 - Proposed Wastewater Rates - Redline
Exhibit 3 - Proposed Wastewater Rates - Clean

C. PUB26-063 Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates for Electric service; providing for a repealer; providing for a severability clause; and, providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Electric Rate Ordinance - Redline
Exhibit 3 - Electric Rate Ordinance - Clean

D. PUB26-064 Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates for Solid Waste service; providing for a repealer; providing for a severability clause; and, providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet Solid Waste Rates
Exhibit 2 - Solid Waste Rates - Redline
Exhibit 3 - Solid Waste Rates - Clean

E. PUB26-115 Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates for Water service; providing for a repealer; providing for a severability clause; and, providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Water Rate Ordinance - Redline
Exhibit 3 - Water Rate Ordinance - Clean

F. PUB26-116 Consider recommending approval of the Electric Fiscal Year 2026-27 Operating and Capital Budget.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

G. PUB26-117 Consider recommending approval of the Water Fund Fiscal Year 2026-27 Operating and Capital Budget.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

H. PUB26-118 Consider recommending approval of the Wastewater Fund Fiscal Year 2026-27 Operating and Capital Budget.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

I. PUB26-119 Consider recommending approval of the Drainage Fund Fiscal Year 2026-27 Operating and Capital Budget.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

J. PUB26-120 Consider recommending approval of the Solid Waste Fund Fiscal Year 2026-27 Operating and Capital Budget.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

K. PUB26-121 Consider recommending approval of the Customer Service Fund Fiscal Year 2026-27 Operating and Capital Budget.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

L. PUB26-126 Management Reports

1. 2026-039 AI Data Facilities
2. Future Agenda Items
3. New Business Action Items

Attachments: 2026-039 AI Data Facilities
Future Agenda Items
New Business Action Items

4. CONCLUDING ITEMS

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

Following the completion of the Regular Meeting, the Public Utilities Board will convene in a Work Session at which the following items will be considered:

WORK SESSION

A. PUB26-109 Receive a report and hold a discussion regarding the quarterly project update from the Water Utilities Planning and Engineering Division.

Attachments: Exhibit 1: Agenda Information Sheet
Exhibit 2: Presentation

Following the completion of the Work Session, the Public Utilities Board (PUB) will convene in a Closed Meeting to consider specific items when these items are listed below under the Closed Meeting section of this agenda. The Public Utilities Board (PUB) 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.

CERTIFICATE

I certify that the above notice of meeting was posted on the official website (https://tx-denton.civicplus.com/242/Public-Meetings-Agendas) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on July 21, 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
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AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 27, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a fifth amendment to a Professional Services Agreement between the City of Denton and Halff Associates, Inc., amending the contract approved by the City Council on November 15, 2022, in the not-to-exceed amount of $1,144,280.00; amended by Amendments 1-4 approved by City Council and Purchasing; said fifth amendment to provide for additional right-of-way acquisition services in relation to the Westgate Drive Reconstruction Project Phase 2 for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (File 7599-011 – providing for an additional fifth amendment expenditure amount not-to-exceed $98,600.00, with the total contract amount not-to-exceed $1,386,570.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Following the completion of the new Denton Independent School District (DISD) high school located west of the Bronco Way and North Bonnie Brae Street intersection, City Staff conducted preliminary research on the potential construction of the undeveloped portion of East/West Westgate Drive, the reconstruction of existing North/South Westgate Drive, and the reconstruction of Windsor Drive to help alleviate the traffic impact from the completed development.

On November 26, 2024, Capital Projects was directed to divide the project into two (2) phases due to the completion of right-of-way acquisition for East/West Westgate Drive. This segment provides a connection between Bronco Way and the I-35 frontage road. Construction of the Westgate Drive Phase 1 Project was recently completed in April 2026.

The Westgate Drive Phase 2 Project is currently estimated to begin construction in Q4-2027 with an estimated completion in Q2-2029. Extended phasing and added project activities for the existing design contract require an amendment to include additional right-of-way acquisition service costs. Amendment No. 5 will provide the Consultant Engineer and the City of Denton Real Estate Department with the necessary documentation to make initial contact with the affected property owners.

Amendment No. 1 provided for the additional hydraulic study which produced supporting documentation to complete a Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA).

Amendment No. 2, a work authorization amendment, was approved by Purchasing to reallocate the funds from the Traffic Signal Design category (XIV) to Environmental Services, Illumination Study, and Final Design of the Contract. This amendment was a net zero change order to the contract NTE.

Amendment No. 3, a work authorization amendment, was approved by Purchasing to provide for the remaining category of Bidding and Construction Services, re-allocating funds to a new category called "Repackage" allowing the project to be split into two (2) phases per request of the City Manager's Office. This amendment was a net zero change order to the contract NTE.

Amendment No. 4 included the additional cost for splitting the design, bidding two packages, construction engineering services through construction for two packages, and FEMA application fees.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 15, 2022, City Council approved a contract with Halff Associates, Inc., in the not-to-exceed amount of $1,144,280 (Ordinance 22-2303).

On March 19, 2024, City Council approved Amendment No. 1 with Halff Associates, Inc., in the not-to-exceed amount of $62,000, for a total not-to-exceed amount of $1,206,280 (Ordinance 24-539).

On April 15, 2025, City Council approved Amendment No. 4 with Halff Associates, Inc. in the not-to-exceed amount of $81,690, for a total not-to-exceed amount of $1,287,970 (Ordinance 25-636).

RECOMMENDATION

Award Amendment No. 5 with Halff Associates, Inc., to provide for additional right-of-way acquisition services in relation to the Westgate Drive Reconstruction Project Phase 2 for the Capital Projects Department, in a not-to-exceed amount of $98,600, for a total amended contract amount of $1,386,570.

PRINCIPAL PLACE OF BUSINESS

Halff Associates, Inc.
Richardson, TX

ESTIMATED SCHEDULE OF PROJECT

The Westgate Drive Phase 1 Project completed construction in April 2026.

The Westgate Drive Phase 2 Project is estimated to begin construction in Q4 2027 with an estimated completion in Q2 2029.

FISCAL INFORMATION

These services will be funded from the City of Denton Westgate Drive Reconstruction Project account 350522467.1360.20100. Purchase Order #201965 will be amended in the amount of $98,600. The total amended amount of this contract is $1,386,570.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Contract, Ordinances, and Amendments 1-4
Exhibit 3: Ordinance and Amendment 5

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

For information concerning this acquisition, contact: Jesus Perez, 940-349-7715.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 22-2303

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC., FOR THE DESIGN OF THE WESTGATE DRIVE RECONSTRUCTION PROJECT FOR THE CAPITAL IMPROVEMENTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-011 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO HALFF ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF $1,144,280.00).

WHEREAS, on May 18, 2021, the City Council approved a pre-qualified professional engineering list (Ordinance 21-894); and

WHEREAS, the professional services provider (the "Provider) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations 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 City Manager, or their designee, is hereby authorized to enter into an agreement with Halff Associates, Inc., for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department, a copy of which is attached hereto and incorporated by reference herein.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

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 findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Brian Beck and seconded by Jesse Davis. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Jesse Davis, District 3:	✓			
Alison Maguire, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Chris Watts, At Large Place 6:	✓			

PASSED AND APPROVED this the 15th day of November, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: Rosa Rios

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2022.11.01 17:27:29 -05'00'

DocuSign Envelope ID: 62A3EA57-42B1-4BF8-9930-9C88902B15F2

Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Drive Reconstruction Design
Purchasing Contact	Cori Power
City Council Target Date	NOVEMBER 15, 2022
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	22-2303

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CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Halff Associates, Inc., with its corporate office at 1201 North Bowser Rd, Richardson, TX and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Westgate Drive Reconstruction Project (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 Exhibit 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 **$1,144,280** in the manner and in accordance with the fee schedule as set forth in Exhibit B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Exhibit 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 Exhibit 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 Exhibit A 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 Exhibit 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 Exhibit 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 Exhibit 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 it 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 Exhibit A 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

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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 Exhibit A.

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 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, 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

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

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

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer 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.

Q. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

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

R. 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:

Exhibit A - Scope of Services and Schedule
Exhibit B - Compensation

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.

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.

Duly executed by each party's designated representative to be effective on 11/15/2022.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Sara Hensley
Sara Hensley, City Manager

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: DocuSigned by:
Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

BY:
ENGINEER
Halff Associates, Inc.

DocuSigned by:
Benjamin L. McGahey
2B2A715A9AE5417...

Date: 10/28/2022

2022-949744
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

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

DocuSigned by:
Rebecca Diviney
Signature 4B6745F...

Director of Capital Projects/City Engineer
Title

Capital Projects/Engineering
Department

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EXHIBIT A
SCOPE OF SERVICES
for
WESTGATE DRIVE RECONSTRUCTION
In
THE CITY OF DENTON

1. DESCRIPTION

The purpose of this project is to design the reconstruction and widening of Westgate Drive from Windsor Drive to Bronco Way, considered North/South Westgate, and to design permanent connectivity of Westgate Drive from Bronco Way to existing Westgate Drive, considered East/West Westgate. It is anticipated that the North/South Westgate will be a two-lane, 28-foot wide street section with curb and gutter and East/West Westgate will be a four-lane, divided street section to match the Bronco Way street section configuration. Pedestrian ramps shall be provided at all intersections. Design will include a new eight-foot sidewalk located on the northbound side of North/South Westgate. Windsor Drive will also be widened from the northbound I-35E Frontage Road to the existing North/South Westgate and Windsor Drive intersection to match the existing four-lane, divided street section configuration east of the intersection. Drainage improvements and an 8" water line extension from Coffey Drive to Bronco Way will also be provided. The scope of this project includes topographic and boundary map design surveys, right-of-way appraisal and parcel preparation, conceptual, preliminary and final design, construction plans, specifications, opinions of probable construction cost, and bidding and construction administration services.

2. PROJECT MANAGEMENT

A. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

B. Communications and Reporting:

- Attend one pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs that meet City requirements.
- Conduct review meetings with the City at the end of each design phase. Up to three (3) total.
- Prepare and submit monthly invoices in the format acceptable to the City.
- Coordinate with franchise utilities as necessary for the design of the proposed infrastructure and provide and obtain information needed to

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prepare the design. Includes up to two (2) franchise utility coordination meetings.

C. Data Collection:

(1) Research and make efforts to obtain any additional design criteria, available GIS information, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, previous studies prepared by others, as-built plans for portions of surrounding infrastructure, historical drainage complaints and other information available for the project area. This shall coincide with the project kickoff meeting.

(2) The City shall provide any existing available data concerning the Project including as built plans for existing streets, drainage facilities, water and sanitary sewer mains.

(3) The City shall also assist the Consultant, as necessary, in obtaining any required data and information from TxDOT, DME and/or other local utility companies.

(4) The City will provide the following data / information to assist with traffic projections:

(a) Development plans / future land use plans

i. Plans for known developments to be located in the area generally bordered by Interstate Highway (IH) 35E Frontage Road, Westgate Drive, Windsor Drive and Bronco Way

ii. Future land use plan for the City

iii. Growth rate for future development / traffic projections

(b) Thoroughfare Plan

(c) Information related to planned / proposed roadway improvement projects in the study area

(d) Historical traffic count data and future traffic projections in the study area, as available

3. DESIGN SURVEY

The Consultant shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

A. Vertical benchmarks shall be established such that all points of construction shall be within 500 feet of an established City of Denton benchmark. Benchmarks should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks. The surveyor shall establish temporary benchmarks throughout the length of the project.

B. Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction, and inspection of the

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project. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent properties.

C. Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way. Prior to surveying on private property, the surveyor shall secure written permission from the property owners and/or tenant and shall provide the City a copy of said written permission. Should only oral permission be granted, the surveyor shall document the permission granted by letter to the property owner/tenant, with a copy to the City. If permission cannot be obtained, the City will assist, or other arrangements will be worked out.

D. Consultant shall use a combination of mobile LiDAR and conventional survey as necessary to collect the field data. Feature extraction for the above two items will include the detailed list shown below in "Deliverables".

Deliverables:

- Survey files will be delivered in MicroStation or AutoCAD CADD files
- Topographic survey will include a DTM with minor contours at 1-foot intervals and major contours at 5-foot intervals and site planimetric along the route.
- Locate topographic features along with any above-ground features needed, such as edges of pavement, curbs and gutter, sidewalks, building corners, power poles, valves and other appurtenances.

4. RIGHT-OF-WAY REQUIREMENTS

The Consultant shall evaluate where right-of-way may be required.

A. Prepare a preliminary list of right-of-way parcels necessary to construct the project (if any). Submit to the City of Denton as soon as possible and prior to the final plan submittal.

B. Preparation of a Boundary Map/Right-of-Way Strip Map that will include:

- City title block
- Property owner name, address, and recording information of deed
- Location of all existing property pins and monuments
- Location of easements of record
- Existing rights-of-way
- Location of proposed easement pins
- Easement areas
- Parcel numbers
- All of the above shall be placed on standard plan sheets and bear the seal of a Texas Licensed Professional Engineer.

C. Meet with the City of Denton Staff to determine right-of-way requirements for preparation of field notes and exhibits.

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D. A maximum of twenty (20) right-of-way parcels, two (2) permanent drainage easements and ten (10) temporary construction easements may be required for the project.

E. Individual Exhibits for each parcel shall be prepared to contain the following:

- Area required
- Parcel number
- Property owner name, mailing address, and volume and page of deed
- Existing easements
- Exhibits will be drawn to scale
- All of the above shall be placed on one page of 8-1/2" x 11" paper, labeled as Exhibit "B" and signed and sealed by a Texas Registered Professional Land Surveyor.

F. Legal descriptions for each parcel shall reference the volume, page, and owner of the parent tract and shall be incorporated into a standard City of Denton conveyance document as Exhibit "A". Individual parcels will be cross-referenced on the plans. Front end documents shall be provided by the City.

G. Submit right-of-way documents to the City and make necessary corrections.

H. Upon approval of the right-of-way by the City, and if required, the Consultant shall stake and flag the right-of-way for inspection by the appraiser and property owner. The documents, including legal description, shall be furnished to the City in Microsoft Word and PDF format.

5. RIGHT-OF-WAY SERVICES

The Consultant shall provide Right-of-Way services, including acquisition services, negotiations, and property valuations which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

A. Project Administration:

(1) Initial Site Visit
   a. ROW Consultant will visit project site with City Personnel.

(2) Communication:
   a. Maintain status reports of all parcel and project activities and provide weekly to City.
   b. Provide schedule of all areas of work indicating anticipated start and end dates.
   c. Attend weekly status meetings.
   d. Prepare initial property owner contact list for use by City in distribution of ROW Consultant introduction letters.

(3) File Management:
   a. Project and parcel files will be kept at the City. Working files will be kept in the ROW Consultant's project administrative office, but

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documents generated or received by the ROW Consultant will be forwarded to the City as they are generated or received by the ROW Consultant.

b. Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
c. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
d. Maintain copies of all correspondence and contacts with property owners

B. Title and Closing Services:

(1) Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
   a. The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
(2) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
(3) Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.
(4) The curative services necessary to provide clear title to the City is the responsibility of the Consultant and is to be included in the negotiated fee schedule for this service. Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.
(5) The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
(6) The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
(7) Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
(8) Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.

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C. Negotiation Services:

(1) Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
(2) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
(3) Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
(4) Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by City on applicable forms.
(5) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
(6) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
(7) Respond to property owner inquiries verbally and in writing within two business days.
(8) Prepare a separate negotiator contact report for each parcel per contact on approved form.
(9) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
(10) Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.
(11) Prepare final offer letter, documents of conveyance as necessary.
(12) Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.
(13) Issue Property Owner's Survey to property owner.

ADDITIONAL RIGHT-OF-WAY SERVICES

Additional services to be performed by Consultant, if authorized in writing by the City, which are not included in the above-described Basic Services, are described below:

D. Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs

(1) Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;

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a. Page one of the Relocation Advisory Assistance – Parcel Record form
b. Displacee Move Plan
c. Certification of Eligibility
d. Relocation Assistance Brochure

(2) Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the City.

(3) Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.

(4) Compute and submit request for relocation housing/rental supplement to the City Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.

(5) Provide 90-day notice to vacate, if required by the City, simultaneous with the delivery of relocation benefits package.

(6) Provide 30-day notice once property has been acquired by the City. Note: the Displacee must be given no less than 90-day notice.

(7) Notify the City Project Manager immediately if Displacee does not move after the 30-day notice expires.

(8) Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the City Project Manager.

(9) For <u>non-residential</u> moves, Negotiated Self-Moves:

a. If a moving plan exceeds $20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the City.
b. If the moving plan for a Negotiated Self-Move is less than $20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.

(10) For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and <u>not the Displacee</u>. Moving estimates must be prepared in writing and in the name of City and <u>not the Consultant.</u>

(11) Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and City procedures.

(12) Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts

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with all parties. This includes descriptions of the reasons and outcome for each contact.

(13) Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.

(14) Process and compute increased interest payments as required.

(15) Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the City Project Manager.

(16) Prepare all relocation payment claim submissions for all Displacees in accordance with State and City guidelines.

(17) Deliver warrants in accordance with City guidelines.

(18) Issue Relocation Survey to all Displacees.

(19) Provide an executed Certification of Eligibility form with all Displacee claims.

E. Condemnation Support:

Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant shall provide those support services to City or to City's attorney as described below:

(1) Pre-Hearing Support

a. Request updated Title Commitment from title Company.
b. Use information from the Title Commitment to identify interested parties. *
c. Submit information packet as requested by Condemning Attorney.
d. Request update of appraisal.
e. File original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
f. File Lis Pendens including the cause number with the County Clerk's Office
g. Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
h. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
i. File all originals with the court and send copies to City and Condemning Attorney.

(2) Post-Hearing Support

a. File Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
b. Obtain certified copy of Award and provide to City with request for funding in amount of Award.

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c. Obtain Commissioners' Fees and submit to City for payment.
d. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
e. Send written notices of the date of deposit to the City and all interested parties.

* Updated Title Commitments shall be paid directly by City. Please refer to B. Title and Closing Services.

F. Relocation Appeal(s):

(1) Assist City with coordination of appeal process.
a. Submit appeal to City for review.
b. Provide supporting documentation.

G. Eviction Process:

(1) Assist City with Eviction Process
a. Maintain paperwork necessary for filing eviction.
b. File necessary documents with court.
c. Attend Hearing(s).

H. Disposal of Property Services:

(1) Provide a Release of Property to the City Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the City.
(2) Provide the City Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The City Project Manager will initiate the environmental surveys as needed.

I. Initial and Update Appraisal Service:

(1) Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.
(2) Secure written permission from the owner to enter the property from which real estate is the be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City.

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(3) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
(4) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contract in file.
(5) For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
(6) For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
(7) As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
(8) All completed appraisals will be administratively reviewed by the City staff and recommend for approval by the City staff.
    a. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
(9) As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
(10) The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
(11) Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

J. Miscellaneous:

(1) Testimony for Hearing(s) or appeals.
(2) Document/Form establishment.
(3) Reporting outside of typical status reports.

RIGHT-OF-WAY SERVICES BY CITY/CONSULTANT EXCLUSIONS

Services to Be provided by the City include, but are not limited to the following:

(1) Provide timely reviews and approval of submissions.
(2) Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to City in accordance with State law.

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(3) Provide a copy to the Consultant's performance evaluation at end of project or as needed throughout the project.
(4) Initiate, coordinate, and administer environmental investigation surveys.
(5) Provide Bill of Sale for disposal of improvements.
(6) Pay direct costs of preliminary title commitment, updates and title insurance for all parcels acquired.
(7) Provide Review Committee for Relocation Appeal(s).

6. GEOTECHNICAL ANALYSIS/PAVEMENT DESIGN

The Consultant will subcontract with a Geotechnical engineering firm to provide sub-surface soil investigation, testing and pavement design including the following:

- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made.
- Borings shall be of sufficient depth and spacing to provide general information needed for the design and construction of the project. Fifteen (15) borings will be advanced to a depth of 12 feet below the existing surface the roadway.
- Testing will be in accordance with ASTM or TxDOT procedures. The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings. Laboratory testing will include moisture content, soil classification according to USCS, Atterberg limits and California bearing ratio. In the event the subgrade requires lime treatment the optimum percentage of lime will be determined by the Eades and Grim pH test.
- An engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with analyses of the results and recommendations. The report will address:
  - General soil and groundwater conditions encountered at the boring locations
  - An evaluation of the swell characteristics of the subgrade soils
  - Recommendations for pavement subgrade preparation
  - Recommendations for pavement design
  - Earthwork recommendations

Deliverables:

- Boring logs with location map
- Soil testing results
- Geotechnical report

7. SUBSURFACE UTILITY ENGINEERING

Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." This standard defines the following Quality Levels:

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- Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
- Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
- Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.
- Quality Level-D: Information derived from existing records or oral recollections.

A. Quality Level-A Utility Test Holes (Vacuum Excavation): Up to ten (10) test holes will be performed on various utilities at locations approved by the City of Denton. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas.

B. Quality Level-B Utility Designating: Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 50,000 linear feet of utilities including buried communication, electric, natural gas, water, and waste water/sanitary sewer. Designation of storm drain/storm sewer, irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

C. Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

D. Quality Level-C Surveying: Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control.

E. Quality Level-D Records Research: Available Records will be provided to Halff by City of Denton. Halff will perform additional utility record research as needed to successfully complete the project.

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F. Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

G. SUE Field Manager / Professional Engineer: A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

H. Permitting: Street Cut permits will be coordinated with the City of Denton as required.

I. Work Zone Traffic Control: Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.

Deliverables:

- Deliverables for the designating work will include an electronic file (Microstation and/or AutoCAD format) containing the horizontal locations of the utilities. The utilities will be overlaid onto the survey base file.
- Deliverables for the Quality Level-A Test Hole Excavations will be an 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, locations, and other notable characteristics of the utility.

8. DRAINAGE STUDY

Consultant shall perform a floodplain analysis related to a roadway improvement project. The study aims for analyze impacts to the Pecan Creek (Above SCS Dam #16) floodplain along Westgate Drive (PROJECT). The purpose of the floodplain analysis is to ensure no negative impacts to the effective floodplain due to the proposed roadway improvements. Based off the effective FIRM (48121C0360G eff. 4/18/2011), there is an effective Zone AE with floodway and established BFEs downstream of the site, but upstream of the site there is a Zone A floodplain that likely does not have existing modeling. The downstream Zone AE model will have to be extended upstream of the project to evaluate the impacts of the project. This scope assumes the following for the PROJECT:

- PROJECT will be kept within the area shown in **Figure 1**;
- The ultimate (future) hydrologic conditions from the *Pecan Creek and North Pecan Creek Watershed Study and Alternative Analysis* (Halff 2021) will be used. It is assumed no new hydrology will be performed as part of this study;
- Per the previously mentioned study, the contributing drainage area for the PROJECT is less than one square mile. Therefore, per Section 3.8.1 of the City of Denton Stormwater Design Manual, a CLOMR/LOMR or Flood Study may be

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performed. This scope assumes no CLOMR/LOMR will be needed, since BFEs are already established, and a Flood Study will be performed;

- The FEMA effective model for Pecan Creek (Above SCS Dam #16) will be used for the hydraulic analysis. If this model is not available, then additional services and fees would be required to develop a pre-project model.

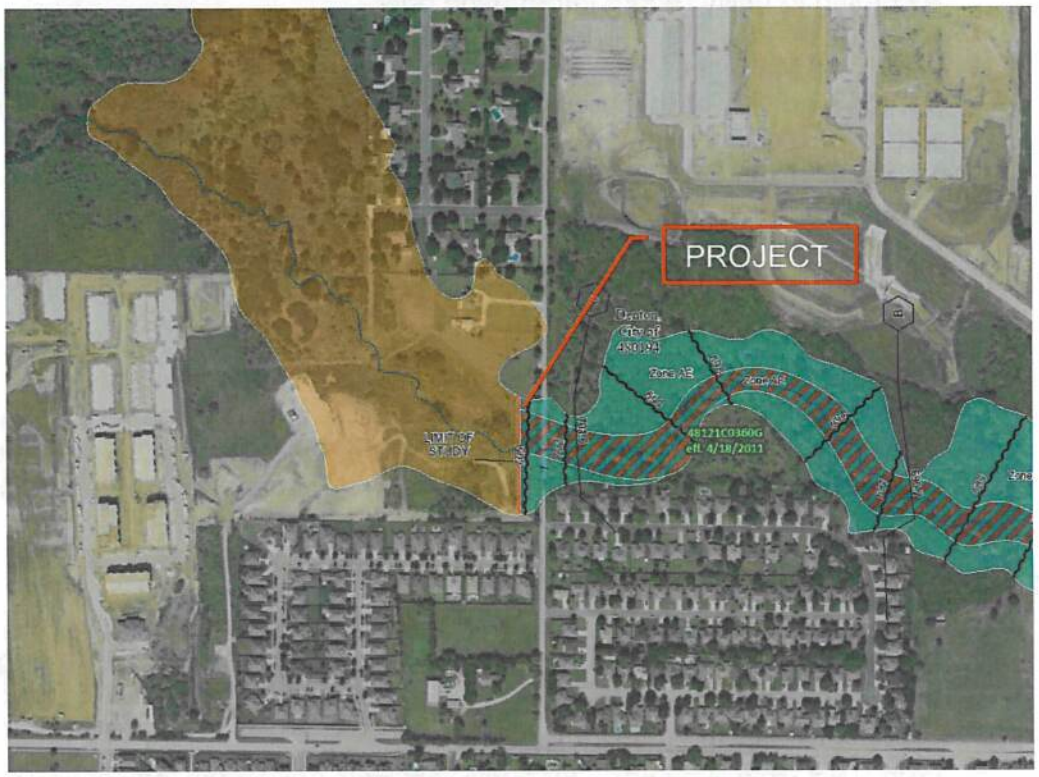


Figure 1. PROJECT Limits

J. PROJECT MANAGEMENT

(1) Coordinate with design team.
(2) Meetings with CLIENT. Includes a maximum of three meetings (3).

K. DATA COLLECTION AND TERRAIN DEVELOPMENT

(1) Process best available Texas Natural Resources Information System (TNRIS) LiDAR for the PROJECT area.
(2) Develop a Digital Terrain Model (DEM) and contours.
(3) Utilize topographic survey (to be provided by ENGINEER).

L. HYDROLOGIC ANALYSIS

(1) Utilize drainage areas from Pecan Creek and North Pecan Creek Watershed Study and Alternative Analysis (Halff 2021).
(2) Obtain flows from report and models for use in hydraulic modeling.

M. HYDRAULIC ANALYSIS

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(1) Obtain the FEMA effective model for Pecan Creek (Above SCS Dam 16). If FEMA or CLIENT cannot provide the effective model, then additional services and fees will be required to develop a pre-project model for the reach.
(2) Execute the Effective Model to verify its integrity.
(3) Create revised existing model by incorporating updated survey into the existing model.
(4) Using the 30, 60, 90, and 100% civil design drawings, create a proposed conditions hydraulic model. Up to two (2) design alternatives will be analyzed.
(5) Execute and debug the model.
(6) Perform QAQC on results and hydraulic model.
(7) Address QAQC comments.

N. FLOOD STUDY REPORT

(1) Write, edit, and compile a flood study report detailing the results of the floodplain analysis. It is assumed no FEMA CLOMR or LOMR will be needed.
(2) Submit key digital data, including modeling and GIS layers. The report and data will be submitted to the CLIENT.
(3) Deliverables: Flood Study Report, in PDF format, and all relevant digital data.
(4) Address any review comments with the CLIENT, if necessary.

9. CONSTRUCTION PLANS

The Consultant shall develop construction plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The construction plans will consist of numerous sheets ordered as follows:

A. Cover Sheet and Sheet Index: The cover sheet shall include a location map. Additionally, the cover sheet shall show the project name, project number, date, City logo, Consultant's name, address, and telephone number and other items as may be specified. Following the title sheet shall be a sheet index with drawings numbered consecutively and without subscripts.

B. Project Layout Sheet(s): The project layout sheet(s) will be laid out with the north arrow up or to the right. The purpose of the project layout is to depict the project in a simplified view. Major items of work will be shown without excessive detail. Additionally, survey control points shall be shown.

C. Project General Notes and Legend: These sheets will include a listing of abbreviations, legend, and general notes.

D. Typical Sections: Typical sections shall be drawn to depict a view looking north or east. As a minimum, typical sections will be drawn showing the relationship

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of the proposed street and existing and proposed improvements. Typical sections will include existing roadways, right-of-way lines, etc., along with all proposed roadway improvements and will depict all significant items of work.

E. Plan and Profile Sheets (Paving, Storm Drain and Water): Plan-profile sheets will be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Stationing will be from south to north or west to east with the beginning station being set at approximately 1+00. The plan and profile station will align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. When there is a centerline curvature, the plan-profile should be drawn so that as much of the plan view is in alignment as possible. Plan-profile sheets shall depict all existing and proposed items pertinent to the project. Water line profiles shall only be provided for lines 12-inch and larger. Lines smaller than 12-inch shall be designed in plan only.

F. Grading Plans: Halff will provide grading plans that include 1' proposed contours with spot elevations labeled at PC, PT, PI, drainage structures and maximum 50 feet spacing.

G. Drainage Plans: Halff will provide a drainage area map and calculations to support the design of a closed conduit system and determine any additional inlets needed to appropriately convey runoff for the street corridor. Existing storm drain infrastructure will remain in place wherever practicable.

H. Roadway Illumination Plans: Halff will provide illumination layout plans, electrical circuit plans and details for roadway lighting system. These plans shall include street illumination and safety lighting at all intersections and other locations as necessary to meet City standards for spacing. A photometric study will not be provided.

I. Detail Sheets: The City's standard drawings will be used as a beginning point in developing standard details for this project. They will be reviewed and modified for this project. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.

J. Miscellaneous: Construction plans will also address erosion control, utility adjustments, traffic control (including phasing, detours, road closures, signing, barricading, etc.), pavement markings and signage, and other improvements.

K. Cross Sections: Cross sections shall be arranged from bottom to top of the sheet looking up station and shall show existing and proposed features and improvements. Generally, no more than eight (8) sections per sheet are to be plotted. Each section should extend beyond the easement and rights-of-way a sufficient distance to clearly show the relationship between the proposed improvements and the existing properties. Full sections will be drawn at maximum spacings of 500 feet.

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L. Review Plans: The Consultant shall develop conceptual plans and profiles and estimates of probable cost for the 30% milestone. A rolled schematic will be provided for review and comment and to determine the feasibility of the project and confirm constructability and cost prior to developing preliminary plans. Preliminary plans shall then be prepared and submitted at the 60% milestone. Final plans shall be prepared and submitted at the 90% and 100% milestone. Also, the Consultant may submit plan sheets or working drawings to the City for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Consultant shall attend meetings as needed. The Consultant shall, in company with the City, perform at least one plans-in-hand review for each submittal. Deliverables for each design submission are as follows:

(1) 30% Design Package
   (a) Roll schematic depicting plan layout for roadway and storm drain conduit
   (b) Typical Sections
   (c) Letter report summarizing the design criteria utilized, and assumptions made during preparation of the conceptual design. The report will also address design constraints discovered during the preliminary alignment preparation
   (d) Engineer's Preliminary Estimate of Probable Construction Cost

(2) 60% Design Package
   (a) Information provided in previous design package revised per City comment
   (b) Cover sheet, sheet index and legend, general notes
   (c) Project layout and control
   (d) Right-of-Way Map sheets
   (e) Demolition plans
   (f) Roadway, storm drain and water line plan and profile sheets
   (g) Drainage area map, hydraulic and inlet computations
   (h) Preliminary grading plans
   (i) Roadway cross-sections
   (j) Engineer's 60% Preliminary Estimate of Probable Construction Cost

(3) 90% Design Package
   (a) Information provided in previous design package revised per City comment.
   (b) Traffic control and phasing sheets
   (c) Roadway Illumination plan sheets
   (d) Pavement markings and signage
   (e) Erosion control plans
   (f) Project detail sheets
   (g) Project manual and technical specifications.
   (h) Engineer's 90% Pre-Final Estimate of Probable Construction Cost

(4) 100% Final Design Package

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(a) Information provided in previous design package revised per City comment, signed and sealed for bidding.
(b) Engineer's 100% Final Estimate of Probable Construction Cost

M. Design: The design of the project shall be in general accordance with the City of Denton ordinances, standard details, and good Consulting practices. During the design phase, the Consultant shall contact various utility companies and obtain information relating to existing utility lines. The design should avoid major utility relocations, where practical. When required, proposed relocations or replacements will be shown in plan and profile.

N. Prints: One (1) 11x17 set of plans and electronic files in PDF format shall be submitted to the City for each review stage. The Consultant will upload a set of plans in PDF format to the City's PROCORE submission software at each project milestone. The Consultant will provide utility companies with electronic PDF files of 60% plans for review. The City shall provide local utility contact information to assist with distribution.

O. General: Construction plans shall be furnished half-size. The Consultant will provide one 11x17 set of vellum plans and electronic pdf files for bidding and construction. The City's standard format shall be used. Electronic files in PDF and DGN or DWG format shall be provided to the Contractor for use during construction.

P. Generic Sheet List: Following is a general list of plan sheets required for each construction package.

(1) Cover Sheet
(2) Sheet Index and Legend
(3) Project General Notes
(4) Typical Paving Sections
(5) Project Layout Sheet(s)
(6) Right-of-Way Maps
(7) Demolition Plans
(8) Paving Plan and Profile Sheets
(9) Grading Plans
(10) Drainage Area Map and Calculations
(11) Storm Drain Plan and Profile Sheets
(12) Water Line Plan Sheets
(13) City of Denton Pavement Standard Details
(14) Miscellaneous Pavement Details
(15) City of Denton Storm Drain Details
(16) City of Denton Water Line Details
(17) Erosion Control Plans
(18) City of Denton Erosion Control Details
(19) Pavement Markings, and Signage Plans and Details
(20) Roadway Illumination Plans
(21) Illumination Tables and Details

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(22) Traffic Control and Sequencing Plans
(23) Traffic Control Details
(24) Roadway Cross Sections

Q. Specifications: The Consultant shall prepare a project manual and technical specifications required for bidding and constructing the project. The project manual will be provided in the City's standard format. Only specifications amending or supplementing the City's specifications need be furnished. Project manual, specifications, bid items and quantities shall be furnished on hard copy and by electronic file.

10. PERMITTING

The Consultant shall prepare applications to the Texas Department of Licensing and Review (TDLR) for code review of sidewalks and ramps. After construction the Consultant shall notify TDLR of completion date. Consultant shall address any questions or issues by TDLR as a result of review and inspection. TDLR review and inspection fees are included in this proposal.

The Consultant shall prepare construction plans permit set to submit to TxDOT for approval to allows Westgate Dr. and Windsor Dr. improvements in TxDOT Right-of-Way as they pertain to connections to the northbound frontage road.

11. BID AND CONSTRUCTION PHASE ENGINEERING ASSISTANCE

A. Bidding – During the bidding phase, the Consultant will prepare bid documents and assist the City in advertising the project for bids. The Consultant will address technical questions and prepare addenda and issue to the bidders. The Consultant shall attend a pre-bid meeting and prepare minutes. The Consultant will tabulate bids and make recommendation for award of contract.

B. Construction:

(1) Attend a pre-construction meeting and monthly progress meetings as required. Document each meeting with written minutes.
(2) Review shop drawings and Contractor submittals.
(3) Review laboratory test reports on materials and equipment.
(4) Prepare and negotiate Change Orders between the Contractor and the City.
(5) Prepare record drawings from information supplied by the Contractor.
(6) Attend final inspection and assist in preparation of a punch list report.

C. Closure – The Consultant shall prepare "record" plans, incorporating all changes and known variations to provide the City the best possible set of record drawings. The final record drawings shall be furnished in.pdf format. CADD files shall be furnished as well.

12. TRAFFIC STUDY & DESIGN

Based on correspondence with the project team, Halff Associates, Inc. (Halff) will conduct an Intersection Alternatives Evaluation (Phase 1) for the proposed Westgate

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Street / Bronco Way intersection in Denton, Texas. Halff will also conduct a Traffic Signal Warrant Study and prepare traffic signal design plans for the intersection, if warranted (Phase 2).

If the City of Denton requires task items outside of this scope, Halff will prepare an additional services agreement for authorization by the City prior to initiating those items.

PHASE 1 – INTERSECTION ALTERNATIVES EVALUATION

TASK 1.0 DATA COLLECTION

1.1 Conduct a site visit to check roadway conditions in the study area.

1.2 Conduct weekday AM and school and commuter PM peak period turning movement traffic counts (7:00 – 9:00 AM and 2:00 – 6:00 PM) at the following intersections:

- 1.2.1 Northbound IH 35 frontage road / Westgate Drive
- 1.2.2 Windsor Drive / Westgate Drive
- 1.2.3 N. Bonnie Brae Street / Riney Road / Bronco Way

1.3 Conduct weekday 24-hour bi-directional link volume traffic counts at the following locations:

1.4

- 1.4.1 Westgate Drive between the northbound IH 35 frontage road and the retail center driveway
- 1.4.2 Westgate Drive north of Windsor Drive
- 1.4.3 Bronco Way west of N. Bonnie Brae Street

1.5 Acquire the following information from the City of Denton:

- 1.5.1 Plans for future roadway improvements in the study area
- 1.5.2 Historical traffic count data in the study area
- 1.5.3 Planned or proposed developments in the study area
- 1.5.4 Growth rate for projecting future traffic volumes in the study area
- 1.5.5 Rates for existing traffic volumes to account for school and / or COVID-19 impacts, as applicable
- 1.5.6 Thoroughfare plan
- 1.5.7 Future land use plan

TASK 2.0 ANALYSIS

2.1 Identify existing AM and school and commuter PM peak hour volumes at the study intersections listed in Task 1.2, based on the traffic count data collected in Task 1.2.

2.2 Develop projected weekday AM and school and commuter PM peak hour turning movement traffic volumes at the future Westgate Drive / Bronco Way intersection for the Build Out scenario. Build out year to be determined in consultation with the City.

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2.3 Conduct weekday AM and school and commuter PM peak hour intersection level of service (LOS) analyses at the Westgate Drive / Bronco Way intersection using the Build Out scenario volumes development in Task 2.2. Evaluate up to three intersection configurations, to be determined in consultation with the City.

2.4 Address pedestrian routing at the Westgate Drive / Bronco Way intersection.

2.5 Address school access and potential queuing along Westgate Drive south of Bronco Way.

2.6 Work with the City and project team to determine a preferred intersection configuration, including traffic controls and lane assignments.

TASK 3.0 REPORT PREPARATION

3.1 Prepare a preliminary draft technical report that addresses the findings in Tasks 1 and 2.

3.2 Submit a copy of the draft report to the City and project team for review and comment.

3.3 If necessary, revise the report once based upon comments from the City and project team.

3.4 Prepare a final version of the technical report and submit to the City.

TASK 4.0 CONFERENCE CALLS

4.1 Attend up to three conference calls with City staff and / or the project team to discuss the traffic study.

SERVICES NOT COVERED – INTERSECTION ALTERNATIVES EVALUATION

The services stipulated below are specifically excluded from the scope of this contract. In the event additional services are required, an addendum to this contract will be required before work can proceed. Additional services include but are not limited to the following:

1. Conduct any traffic counts for the project, other than those specifically identified in Task 1.
2. Conduct any operational / level-of-service analyses of site driveways, street intersections or other roadways in the study area, other than those specifically identified in Task 2.
3. Provide any services related to permits or detailed engineering plans for recommendations.
4. Conduct any revisions to the report caused by changes to the study assumptions, such as changing the land uses / densities / build out year for the study.
5. Attend any more than the three conference calls for the project identified in Task 4.
6. Attend any City of Denton meetings, including Planning and Zoning Commission and City Council meetings.
7. Address any review comments that may be generated by the City more than the one round noted in Task 3.3.

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PHASE 2 – TRAFFIC SIGNAL WARRANT STUDY / TRAFFIC SIGNAL DESIGN

TASK 1.0 TRAFFIC SIGNAL WARRANT STUDY

1.1 Develop weekday hourly approach volumes at the Westgate Drive / Bronco Way intersection for the Build Out scenario. Build out year will be the same as the year analyzed in the Intersection Alternatives Evaluation, as determined in consultation with the City.

1.2 Conduct a Traffic Signal Warrant Study for the Westgate Drive / Bronco Way intersection based on the projected volumes developed in Task 1.1.

1.3 Prepare a technical report outlining the findings and results of the Traffic Signal Warrant Study.

1.4 Attend one conference call with City staff and / or the project team to discuss the warrant study.

TASK 2.0 TRAFFIC SIGNAL DESIGN

2.1 Attend a conference call with City Traffic Engineering staff to discuss the signal design requirements.

2.2 Acquire signal design standards and requirements from the City.

2.3 From the project team, acquire the electronic CAD files (MicroStation) for the preferred Westgate Drive / Bronco Way intersection configuration. Design files shall include at minimum all existing and proposed curb lines, pavement markings, pedestrian ramps, existing signal equipment, aboveground and underground utilities, and right-of-way around the study intersection, as applicable.

2.4 PDF signal design plans will be produced for the intersection and will be submitted to the City for review and comment at the following design levels:

2.4.1 60 percent plans
2.4.2 90 percent plans
2.4.3 Final plans

2.5 Provide PDF and CAD files of final plans and one set of original signed and sealed plans.

2.6 Prepare a quantities summary, bid item spreadsheet and estimate of construction cost for the traffic signal modifications and submit this information to the City.

2.7 Coordinate the signal design process with the City.

2.8 Conduct a maximum of six meetings or conference calls with the City and / or project team as needed to discuss the signal design plans at the design levels outlined in Task 2.4.

SERVICES NOT COVERED – TRAFFIC SIGNAL WARRANT STUDY / TRAFFIC SIGNAL DESIGN

The services stipulated below are specifically excluded from the scope of this contract. In the event additional services are required, an addendum to this contract

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will be required before work can proceed. Additional services include but are not limited to the following:

1. Collect any survey data for the projects (all necessary survey data shall be provided by the City and / or project team, as described in Task 2.3).
2. Conduct any traffic counts for the project other than those specifically identified in Phase 1.
3. Conduct any operational / level-of-service analyses of site driveways, street intersections or other roadways in the study area.
4. Attend any City meetings above staff level, such as Planning and Zoning Commission or City Council meetings.

13. ENVIRONMENTAL SERVICES

Federal Permitting (Section 404 of Clean Water Act)

A. Jurisdictional Determination: Halff will perform a field delineation to identify the limits of waters of the United States, including wetlands. A brief summary report will be prepared describing the methodology and results of the investigation, so that the report may satisfy the jurisdictional determination requirement for permit requirements pursuant to Section 404 of the Clean Water Act (Section 404).

B. Nationwide Permit Pre-Construction Notification: It is anticipated the proposed activity may be authorized by Nationwide Permit 14 – *Linear Transportation Projects,* which requires a PCN. Halff will prepare and submit a pre-construction notification (PCN) to the USACE. The contents of a PCN include:

(1) Name, address and telephone numbers of the prospective permittee;
(2) Location of the proposed project;
(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure;
(4) Delineation of waters of the United States (**see Jurisdictional Determination);**
(5) Compensatory mitigation plan, if needed;
(6) Threatened and endangered species assessment; and
(7) Cultural resources assessment.

14. ILLUMINATION STUDY

A. Halff Associates, Inc. is pleased to submit this proposal for Electrical Engineering to design the illumination for approximately 8,600 feet of proposed public roadway. The lighting design shall meet the City of Denton / DME's Design criteria for street light design. Halff shall design the layout of the poles, design the conduit layout and conductor requirements to the DME transformer/service connection location for DME to make final connections at

the service point and provide the equipment for the DME transformer/service connection.

B. Halff will coordinate with City staff and DME related to service location(s) and the selection of an appropriate luminaire and pole.

C. A point-by-point photometric analysis will be performed to illustrate the design meets the required foot-candle levels.

D. Voltage drop calculations will be performed to ensure circuit design meets the maximum voltage drop allowed.

Construction Document Phase:

- Lighting Site plan
- Lighting Schedules
- Electrical Details (as needed).
- Coordination with the City, Utility, and Halff Design Team.
- Provision of two (2) deliverables.

Construction Phase Services:

- Responses to RFI's.
- Review of submittals and shop drawings.
- We are excluding site visits.

15. EXCLUSIONS

Other additional services, not included in this contract, will be negotiated with the City as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as described below. Items that are considered additional services include:

- Attendance or preparation for Public Meeting(s)
- Attendance or preparation for City Council Meetings
- Full Tree preservation/mitigation plan
- Landscape architecture and irrigation design
- Revisions to plans requested by the City after plans are approved
- Permit fees, filing fees, pro-rated fees, impact fees and taxes
- Property acquisition or negotiations other than stipulated in the "5. Right-of-Way Services" section.
- Design of sanitary sewer, gas, telephone, or other utility improvements except as noted herein
- Graphic products except as noted herein
- Design of utilities or other improvements outside of the project boundary or roadway rights of way (not in scope)
- SWPPP preparation
- Environmental assessments
- Construction staking
- FEMA CLOMR and/or LOMR submittal

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- Hydrologic and Hydraulic analysis other than stipulated in the 8. Drainage Study section.
- Advanced, 2D hydraulic analysis
- Sediment transport analysis
- Scour Analysis
- Drainage Study design drawings, plans, or specifications
- Preparation of an Individual Permit
- Preparation of a Pedestrian Survey for Cultural Resources
- Design for additional power connection or circuiting to other devices not mentioned above.
- Design for receptacles located at the base of the electrical lighting pole.

16. SCHEDULE

The Scope of Services for this PROJECT is based on the following schedule:

A. Completion of design surveys, SUE level "B", and geotechnical investigation: 60 calendar days from date of written authorization to begin work.

B. Completion/furnishing 30% conceptual schematic, preliminary drainage study, bid quantities, and construction cost estimate: 90 calendar days from date of written authorization to begin.

C. Completion/furnishing 60% preliminary plans, final drainage study, bid quantities, and construction cost estimate: 165 calendar days from date of written authorization to begin, excluding City review time.

D. Completion/furnishing 90% final plans, specifications, bid quantities, and construction cost estimate: 225 calendar days from date of written authorization to begin, excluding City review time.

E. Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 255 calendar days from date of written authorization to begin, excluding City review time.

F. Bidding services: 60 calendar days from city's approval of final plans.

G. Construction services: In accordance with construction schedule (estimated to be 540 calendar days total)

H. Closure: 60 calendar days from the date of construction completion.

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EXHIBIT B

COMPENSATION
FOR
WESTGATE DRIVE RECONSTRUCTION

Exhibit "B" defines the basis of compensation to the Professional for the services rendered.

Basic Fee Services (Project Management and Construction Plans) – The basic fee for the services as described in Exhibit "A" as Project Management and Construction Plans will be **$558,900** which includes printing, direct costs and computer charges normally associated with production of these services.

The basis of compensation for Basic Fee services shall be as follows:

1. $97,000 for Conceptual Design Phase (30% submittal)
2. $200,000 for Preliminary Design Phase (60% submittal)
3. $200,000 for Pre-Final Design Phase (90% submittal)
4. $61,900 for Final Design Phase (100% submittal)

Items (1) through (4) will be billed lump sum monthly based on actual completion of the tasks and may include partial payments of the total amounts designated for each item.

Special Services – The maximum not-to-exceed fee for special services as described in Attachment "A" will be **$585,380,** which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for special services shall be lump sum unless noted otherwise. The table below summarizes special services fees.

TASK DESCRIPTION		FEE
I.	Topographic and Boundary Design Surveys	$52,620
II.	Right-of-Way Parcels ($2,800 per each)	$56,000
III.	Drainage Easements ($2,500 per each)	$5,000
IV.	Temporary Construction Easements ($2,500 per each)	$25,000
V.	Right-Of-Way Appraisal, Acquisition, and Title/Closing Services ($10,500 per each)	$210,000
VI.	Geotechnical Engineering	$23,550

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VII.	Subsurface Utility Engineering Level B, C, & D	$29,670
VIII.	Subsurface Utility Engineering Level A – Vacuum Excavation ($2,000 per each)	$20,000
IX.	Drainage Study	$47,010
X.	TDLR Plan Review, State Filing and Inspection Fees	$2,140
XI.	TxDOT Permit Coordination	$9,000
XII.	Bidding and Construction Engineering	$35,290
XIII.	Traffic Study	$23,730
XIV.	Traffic Signal Design	$30,620
XV.	Environmental Services	$6,500
XVI.	Illumination Study	$9,250
TOTAL SPECIAL SERVICES		**$585,380**

Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

The total maximum fee for all services is **$1,144,280.00.**

Item II. The City will only be billed for the number of right-of-way parcels produced.

Item III. and IV. The City will only be billed for the number of easement parcels produced.

Item V. The City will only be billed for the number of parcels that require acquisition, appraisal and title/closing services.

Item VIII. Subsurface Utility Engineering Level A fee includes a maximum of ten (10) excavations completed times $2,000 per each. The City will be final billed based on the number of excavations completed with a minimum of two excavations.

Reimbursable costs include printing, deliveries, mileage and other direct costs associated with the project. Subcontract expenses and outside services shall be reimbursed at cost to Consultant plus a markup of ten percent (10%).

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CITY OF DENTON
Westgate Drive Reconstruction

City of Denton	Labor Category		Project Mgr.	QA/QC Manager	Sr. Water Resources Eng.	Traffic Eng.	Electrical Eng.	Lead Civil Eng.	Civil Eng.	EIT	CADD	GIS	Survey RPLS/ Geospatial Manager	Sr. Survey Technician	Survey Crew 2- Man	Designating 2-man Crew	SUE Manager	SUE Field Manager	Utility Coordinator	hrs /sheet			Mileage	Deliv./Print			
Westgate Drive Reconstruction	**Team Member**		All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All		All	All			All		All	Remarks
Fee Proposal - August 2022	**Hourly Billing Rate**		$240	$270	$225	$205	$150	$160	$145	$125	$100	$115	$235	$130	$180	$190	$145	$130	$155		Total Manhour	Total Labor $	$0.60	Misc.	Total Expense $		Total $	
	Scope	**Plan**																										
Task Description	**Ref.**	**Sheets**																										
1.0 PROJECT MANAGEMENT	2																											
1.1 Kickoff Meeting (1)		-	4		4			4													12	$2,500	60		$36		$2,540	
1.2 Design coordination meetings/plan review (3)		-	12		12			12													36	$7,500	180		$108		$7,610	
1.3 Monthly reports and billing (36)		-	18																		18	$4,320					$4,320	
1.4 Project scheduling		-	1					4													5	$880					$880	
1.5 Franchise utility coordination		-	16					16	16												48	$8,720					$8,720	
1.6 Quality assurance/quality control		-		24																	24	$6,480					$6,480	
1.7 Team Coordination			2		6			12	12												32	$5,490					$5,490	
2.0 DESIGN SURVEY	3																											
2.1 Topographic		-									40		16	24	60						140	$21,680					$21,680	
2.2 Boundary		-									20		20	48	100						188	$30,940					$30,940	
3.0 RIGHT-OF-WAY	4																											
3.1 Right-of-way Parcels (20 @ $2,800)																						$56,000					$56,000	
3.2 Drainage Easement Parcels (2 @ $2,500)																						$5,000					$5,000	
3.2 Temporary Construction Easement Parcels (10 @ $2,500)																						$25,000					$25,000	
4.0 RIGHT-OF-WAY SERVICES	5																											
4.1 Appraisal, Acquisition and Title/Closing (20 @ $10,500)																						$210,000					$210,000	
5.0 GEOTECHNICAL ENGINEERING	6																											
5.1 Geotech Report and Recommendations		-																				$23,550					$23,550	
6.0 SUBSURFACE UTILITY ENGINEERING	7																											
6.1 Level B		-	5	3							30			2	20	80	10	20	10		180	$29,670					$29,670	
6.2 Level A Test Holes (10 each @ $2,000)		-																				$20,000					$20,000	
7.0 DRAINAGE STUDY	8																											
7.1 Project Management		-			12					20											32	$5,200					$5,200	
7.2 Data Collection and Terrain Development		-			4					12	8	8									32	$4,120					$4,120	
7.3 Hydrologic Analysis		-			1				1	6											8	$1,120					$1,120	
7.4 Hydraulic Analysis				8	24				40	90	8	8									178	$26,330					$26,330	
7.5 Flood Study Report				2	8				20	40											70	$10,240					$10,240	
8.0 CONSTRUCTION PLANS	9																											
8.1 Construction Plans		-																						$1,000	$1,000		$1,000	
Cover Sheet		1						1	1	2	2									6.0	6	$755					$755	
Sheet Index and Legend		1						1	1	2	2									6.0	6	$755					$755	
General Notes		2	1					2	4	2	4									6.5	13	$1,790					$1,790	
Typical Paving Sections		2	1					2	8	16	4									15.5	31	$4,120					$4,120	
Project Layout		2	1					2	8	16	4									15.5	31	$4,120					$4,120	
Right-of-Way Map Sheets		9	4					12	48	96	24									20.4	184	$24,240					$24,240	
Demolition Plans		9	2					8	44	90	20									18.2	164	$21,390					$21,390	
Paving Plan and Profile Sheets		18	8					28	148	300	54									29.9	538	$70,760					$70,760	
Driveway and Sidestreet Plan and Profile Sheets		6	2					6	36	72	12									21.3	128	$16,860					$16,860	
Grading Plans		18	8					24	148	300	48									29.3	528	$69,520					$69,520	
Drainage Area Map and Computations		9	2					6	36	72	18									14.9	134	$17,460					$17,460	
Storm Drain Plan and Profile Sheets		16	8					20	128	256	48									28.8	460	$60,480					$60,480	
Storm Drain Laterals Sheets		4	1					4	24	40	8									19.3	77	$10,160					$10,160	
Water Line Plan and Profile Sheets		6	4					12	40	80	16									25.3	152	$20,280					$20,280	
Erosion Control Plans		5	1					4	32	48	12									19.4	97	$12,720					$12,720	
Pavement Markings and Signage Plans		5	1					4	32	48	12									19.4	97	$12,720					$12,720	
Traffic Control and Sequencing Plans		22	4					24	66	132	44									12.3	270	$35,270					$35,270	

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CITY OF DENTON
Westgate Drive Reconstruction

City of Denton Westgate Drive Reconstruction Fee Proposal - August 2022	Labor Category Team Member Hourly Billing Rate		Project Mgr. All $240	QA/QC Manager All $270	Sr. Water Resources Eng. All $225	Traffic Eng. All $205	Electrical Eng. All $150	Lead Civil Eng. All $160	Civil Eng. All $145	EIT All $125	CADD All $100	GIS All $115	Survey RPLS/ Geospatial Manager All $235	Sr. Survey Technician All $130	Survey Crew 2- Man All $180	Designating 2-man Crew All $190	SUE Manager All $145	SUE Field Manager All $130	Utility Coordinator All $155	hrs /sheet	All Total Manhour	All Total Labor $	Mileage $0.60	Deliv./Print Misc.	All Total Expense $	All Total $	Remarks
Task Description	**Scope Ref.**	**Plan Sheets**																									
Roadway Illumination Plans		12	2	4			52	8	52	172	24									26.2	314	$42,080				$42,080	
Roadway Cross Sections		22	4					16	112	220	44									18.0	396	$51,660				$51,660	
Details		26	1					2	12	32	24									2.7	71	$8,700				$8,700	
Conceptual Design Report		-	2					20		12											34	$5,180				$5,180	
Update Plans Per City Comments 30%		-	1					4	16	16											37	$5,200				$5,200	
Update Plans Per City Comments 60%		-	1					4	16	16											37	$5,200				$5,200	
Update Plans Per City Comments 90%		-	1					4	16	16											37	$5,200				$5,200	
Specifications and Project Manual		-	2					24	16												42	$6,640				$6,640	
Engineers Estimate of Probable Construction Costs		-	2					4	24	32											62	$8,600				$8,600	
9.0 PERMITTING	10																										
9.1 TDLR Registration and Inspection		-																				$2,140				$2,140	
9.2 TxDOT Permit Coordination		-																				$9,000				$9,000	
10.0 BIDDING AND CONSTRUCTION ENG.	11																										
10.1 Pre-Bid Meeting			4					4													8	$1,600	60		$36	$1,640	
10.2 Bidding/Addenda								4	4												8	$1,220				$1,220	
10.3 Contracts/Agreements/Recommendation/Bid Tab								2	12												14	$2,060		$500	$500	$2,560	
10.4 Pre-Construction Meeting			8					8													16	$3,200	60		$36	$3,240	
10.5 Submittals/Pay Requests/Schedules/Change Orders			2					6	16												24	$3,760				$3,760	
10.6 Monthly Meetings								96													96	$15,360	1080		$648	$16,010	
10.7 Final Inspection and Punch List			8					8													16	$3,200				$3,200	
10.8 Record Drawings			1					1	8		16										26	$3,160		$500	$500	$3,660	
11.0 TRAFFIC STUDY & DESIGN	12																										
11.1 Intersection Alternatives Evaluation						48				86											134	$20,590				$20,590	
11.2 Traffic Signal Warrant Study						8				12											20	$3,140				$3,140	
11.3 Traffic Signal Design						64				140											204	$30,620				$30,620	
12.0 ENVIRONMENTAL SERVICES	13																										
12.1 Jurisdictional Determination																						$5,000				$5,000	
12.2 Nationwide Permit Pre-Construction Notification																						$1,500				$1,500	
13.0 ILLUMINATION STUDY	14																										
13.1 Photometric Illumination Study		-					20			50											70	$9,250				$9,250	
Subtotal Summary																											
1.0 PROJECT MANAGEMENT			53	24	22			48	28												175	$35,890	240		$150	$36,040	
2.0 DESIGN SURVEY											60		36	72	160						328	$52,620				$52,620	
3.0 RIGHT-OF-WAY																						$86,000				$86,000	
4.0 RIGHT-OF-WAY SERVICES																						$210,000				$210,000	
5.0 GEOTECHNICAL ENGINEERING																						$23,550				$23,550	
6.0 SUBSURFACE UTILITY ENGINEERING			5	3							30			2	20	80	10	20	10		180	$49,670				$49,670	
7.0 DRAINAGE STUDY				10	49					61	168	16	16								320	$47,010				$47,010	
8.0 CONSTRUCTION PLANS		195	64	4			52	246	1068	2088	424										3946	$521,860		$1,000.00	$1,000	$522,860	
9.0 PERMITTING																						$11,140				$11,140	
10.0 BIDDING AND CONSTRUCTION ENG.			23					129	40		16										208	$33,560	1200	$1,000.00	$1,720	$36,280	
11.0 TRAFFIC STUDY & DESIGN						120				238												$54,350				$54,350	
12.0 ENVIRONMENTAL SERVICES																						$6,500				$6,500	
13.0 ILLUMINATION STUDY							20			50											70	$9,250				$9,250	
TOTAL		195	145	41	71	120	72	423	1197	2544	546	16	36	74	180	80	10	20	10		5227	$1,141,400	1440	$2,000	$2,870	$1,144,280	

Exhibit CIQ

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.**

Halff Associates, 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.**

None.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

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

None.

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

5 DocuSigned by:

Benjamin L. McGaley

2B2A715A9AE5417...

Signature of vendor doing business with the governmental entity

10/28/2022

Date

DocuSign Envelope ID: 62A3EA57-42B1-4BF8-9930-9C88902B15F2

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

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

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

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

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

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

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

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

DocuSign

Certificate Of Completion

Envelope Id: 62A3EA5742B14BF899309C88902B15F2
Status: Completed
Subject: Please DocuSign: City Council Contract 7599-011 Westgate Drive Reconstruction Design PSA
Source Envelope:
Document Pages: 49
Signatures: 6
Certificate Pages: 7
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
10/24/2022 9:51:57 AM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 10/26/2022 12:53:39 PM Viewed: 10/26/2022 12:53:48 PM Signed: 10/26/2022 12:54:41 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/26/2022 12:54:45 PM Viewed: 10/26/2022 1:57:04 PM Signed: 10/26/2022 1:58:45 PM
Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/26/2022 1:58:48 PM Viewed: 10/27/2022 10:14:09 PM Signed: 10/27/2022 10:18:29 PM
Cori Power cori.power@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 10/28/2022 10:13:00 AM Viewed: 10/28/2022 10:14:35 AM Signed: 10/28/2022 10:14:38 AM

Signer Events	Signature	Timestamp
Benjamin L. McGahey bmcgahey@halff.com Security Level: Email, Account Authentication (None)	DocuSigned by: Benjamin L. McGahey 2B2A715A9AE5417...	Sent: 10/27/2022 10:18:36 PM Resent: 10/28/2022 10:25:40 AM Viewed: 10/28/2022 10:36:07 AM Signed: 10/28/2022 10:46:52 AM
	Signature Adoption: Pre-selected Style Using IP Address: 208.66.149.92	
Electronic Record and Signature Disclosure: Accepted: 10/28/2022 8:29:16 AM ID: 7633a27b-d6dd-4ffa-bd6f-2299a157680e		
Cori Power cori.power@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	**Completed**	Sent: 10/28/2022 10:46:56 AM Viewed: 10/28/2022 10:55:02 AM Signed: 10/28/2022 10:55:23 AM
	Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rebecca Diviney Rebecca.Diviney@cityofdenton.com Director of Capital Projects/City Engineer Capital Projects/Engineering Security Level: Email, Account Authentication (None)	DocuSigned by: Rebecca Diviney CE9F2B4E4B6745F...	Sent: 10/28/2022 10:46:56 AM Viewed: 10/28/2022 11:32:20 AM Signed: 10/28/2022 11:32:43 AM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Accepted: 10/28/2022 11:32:20 AM ID: ec3e40cd-c0a1-47e4-b6d3-b5079bf23794		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**Completed**	Sent: 10/28/2022 11:32:51 AM Viewed: 11/16/2022 9:23:16 AM Signed: 11/16/2022 9:23:36 AM
	Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423...	Sent: 11/16/2022 9:23:41 AM Viewed: 11/16/2022 9:30:04 AM Signed: 11/16/2022 9:30:16 AM
	Signature Adoption: Pre-selected Style Using IP Address: 107.77.198.132 Signed using mobile	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Rosa Rios 1C5CA8C5E175493...	Sent: 11/16/2022 9:30:21 AM Viewed: 11/16/2022 4:35:26 PM Signed: 11/16/2022 4:35:46 PM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Accepted: 11/16/2022 4:35:26 PM ID: 55b3fe2e-8304-4727-9b12-ddf609c902d0		

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: 10/26/2022 12:54:45 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2022 11:32:48 AM Viewed: 10/28/2022 11:38:42 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/16/2022 4:35:52 PM Viewed: 11/17/2022 9:58:53 AM
Jesus Perez Jesus.Perez@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/16/2022 8:31:39 AM ID: 3402c001-979e-481a-ac9e-9fa361dce7cf	COPIED	Sent: 11/16/2022 4:35:56 PM Viewed: 11/17/2022 9:41:07 AM
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: 11/16/2022 4:35:59 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2022 12:53:39 PM
Certified Delivered	Security Checked	11/16/2022 4:35:26 PM
Signing Complete	Security Checked	11/16/2022 4:35:46 PM
Completed	Security Checked	11/16/2022 4:35:59 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Withdrawing your consent

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

Consequences of changing your mind

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

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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.

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To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

ORDINANCE NO. 24-539

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HALFF ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $1,144,280.00; SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL ENGINEERING AND DESIGN SERVICES FOR A CONDITIONAL LETTER OF MAP REVISION AND A LETTER OF MAP REVISION IN RELATION TO THE WESTGATE DRIVE RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-011 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $62,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,206,280.00).

WHEREAS, on November 15, 2022, City Council awarded a contract to Halff Associates, Inc. in the amount of $1,144,280.00, for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Sixty-Two Thousand and 0/100 ($62,000.00) 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 $1,206,280.00.

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

The motion to approve this ordinance was made by Brian Beck and seconded by Vicki Byrd. This ordinance was passed and approved by the following vote [6 - 0]:

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

PASSED AND APPROVED this the 19th day of March, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton, dc=codad, ou=Department Users and Groups, ou=General Government, ou=Legal, cn=Marcella Lunn, email=Marcella.Lunn@cityofdenton.com
Date: 2024.02.23 14:29:52 -06'00'

DocuSign Envelope ID: 86AA07FB-74A8-49F2-B364-798C36164A73

Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Dr. Reconstruction Design Amendment 1
Purchasing Contact	Erica Garcia
City Council Target Date	MARCH 19, 2024
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	24-539

DS
LH

DocuSign Envelope ID: 86AA07FB-74A8-49F2-B364-798C36164A73

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HALFF ASSOCIATES, INC.
PSA 7599-011

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7599-011 ("Amendment") by and between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer"); to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of $1,144,280 (the "Agreement"); for services related to Westgate Drive Reconstruction Project.

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 of $62,000 with this Amendment for an aggregate not-to-exceed amount of $1,206,280; 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 Westgate Drive Reconstruction Project, 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 $62,000.

2. This Amendment modifies the Agreement amount to provide an additional $62,000 for the additional services with a revised aggregate not to exceed total of $1,206,280.

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.

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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 03/19/2024.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Sara Hensley
5236DD296270423...

Sara Hensley, City Manager

BY:
ENGINEER
HALFF ASSOCIATES, INC.

DocuSigned by:
Benjamin McGahey
2B2A715A9AE5417...

Benjamin McGahey

Date: 02/22/2024

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

DocuSigned by:
Trevor Crain, PMP
7B46EEAB11BC4F2...

Signature

Director of Capital Projects

Title

Capital projects

Department

Date Signed: 02/22/2024

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
By: Marcella Lunn
4B070831B44A438...

ATTEST:
JESUS SALAZAR, CITY SECRETARY

DocuSigned by:
By: Jesus Salazar
2437C77B897541D...

DocuSign Envelope ID: 86AA07FB-74A8-49F2-B364-798C36164A73

EXHIBIT A
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL SERVICES

FEMA CLOMR and LOMR Amendment to Westgate Drive Reconstruction Project FILE 7599-011

As per the meeting had on October 24, 2023, with City of Denton staff, this amendment is to add FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) services to the original contract File 7599-011, which was executed on November 15, 2022. The scope for the CLOMR and LOMR is stated below:

I. FEMA Conditional Letter of Map Revision (CLOMR)

The Engineer shall develop a FEMA CLOMR based on the results of the Westgate Drive Floodplain Analysis. The approved 90% design plans will be the basis of the CLOMR. Any deviations in design or construction from that study will require additional services and fees. The following task will be performed to support a CLOMR application submittal to FEMA:

1. Hydraulic Modeling for Proposed Conditions

The floodplain analysis for proposed conditions FEMA model shall be used for the CLOMR submittal; therefore, no additional proposed conditions hydraulic modeling will be required.

- Utilize hydraulic modeling, utilizing FEMA effective discharges, for the floodplain analysis to compute revised existing and proposed water surface elevations. Compare results to effective conditions.
- Delineate 100-year, 500-year and regulatory floodway boundaries.
- Conduct a Quality Assessment/Quality Control review of the hydraulic models.

2. Forms and Exhibits

- Complete the following forms, and include attachments and exhibits as required by FEMA:
    - Form 1- Overview and Concurrence Form
    - Form 2 - Riverine Hydraulics and Hydrology Form
    - Form 3 - Riverine Structures Form.
    - Payment Information Form

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- Compile comparison tables, including but not limited to, a 1-percent-annual-chance flood elevation (100-year) comparison table and floodway comparison table.
- Prepare FEMA required workmap showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
- Prepare a scaled revised DFIRM exhibit and annotate.

3. Compliance with the Endangered Species Act (ESA)

- Perform a desktop review of listed species and limited field work to confirm that no endangered species will be harmed.
- Apply for an Incidental Take Permit (ITP) from the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) if necessary.
- Obtain a letter from the NMFS and the USFWS indicating their determination that the project is "not likely to adversely affect" any endangered species.

4. CLOMR Application Report

- Update the floodplains analysis report to a CLOMR Report to be submitted to the City of Denton and FEMA.
- Submit and present the report to the City of Denton for review, approval, and signatures. This scope of work includes one (1) meeting with the City of Denton for the purpose of review and signature of the CLOMR report.
- Prepare newspaper publication floodway notice if needed.
- Prepare documentation and notification letters to affected property owners.
- Digital CLOMR submittal to FEMA LOMC Depot via online submittal.
- Online FEMA fee for CLOMR review is $6,500 (subject to change) as of November 2023 and is to be paid by CLIENT. The fee in this proposal does not include the submittal fee for the CLOMR application.
- Coordination with City of Denton during review.
- Coordination with FEMA during the review stage, modifications to analysis and report as required by FEMA.

II. FEMA Letter of Map Revision (LOMR)

The Engineer shall develop a FEMA LOMR based on the above developed CLOMR.

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Any deviations in design or construction from that study will require additional services and fees.

1. Hydraulic Modeling for As-Built Conditions

    - Refine the FEMA accepted CLOMR model based on as-built conditions. As-built/Record Drawings from the Design team will be used.
    - Modify proposed conditions Pecan Creek above SCS Reservoir #16 model established during CLOMR phase to reflect as-built conditions.
    - Perform a Quality Assurance/Quality Control review of the as-built model. Execute and debug.
    - Compare water surface elevations from as-built conditions to FEMA effective conditions.
    - If any discrepancies result from the model review, adjust modeling as necessary based upon existing topography and record drawings to adhere to City of Denton and FEMA standards as necessary.
    - Perform floodway analysis.
    - Delineate 100- and 500-year floodplain and generate regulatory floodway boundaries.

2. Forms and Exhibits

    - Prepare exhibits and prepare forms for a report to FEMA pertaining to existing land use conditions.
    - Complete the following forms, and include attachments and exhibits as required by FEMA:
        - Form 1- Overview and Concurrence Form
        - Form 2 - Riverine Hydraulics and Hydrology Form
        - Form 3 - Riverine Structures Form.
        - Payment Information Form
    - Compile comparison tables, including but not limited to, a 1-percent-annual-chance flood elevation (100-year) comparison table and floodway comparison table.
    - Prepare FEMA required workmap showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
    - Prepare a scaled revised DFIRM exhibit and annotate.

DocuSign Envelope ID: 86AA07FB-74A8-49F2-B364-798C36164A73

- Prepare documentation and notification letters to affected property owners (if needed).
- Prepare newspaper publication floodway notice if needed.

3. LOMR Application Report

- Prepare LOMR Report to be submitted to the City of Denton.
- Submit and present the report to the City of Denton for review, approval, and signatures. This scope of work includes one (1) meeting with the City of Denton for the purpose of review and signature of the LOMR report.
- Digital LOMR submittal to FEMA LOMC Depot via online submittal.
- Online FEMA fee for LOMR review is $8,000 (subject to change) as of November 2023 and is to be paid by CLIENT. The fee in this proposal does not include the submittal fee for the CLOMR application.
- Coordination with City of Denton during FEMA review.
- Coordination with FEMA during the review stage, including modifications to analysis and report as required by FEMA.

III. Schedule

1. Completion of FEMA Conditional Letter of Map Revision (CLOMR): 120 calendar days from date of written authorization to begin work.

2. Completion of FEMA Letter of Map Revision (LOMR): 120 calendar days from date of receipt of Contractor Redlines/As-Built Drawings upon completion of construction.

IV. AMENDMENT NO. 1 FEE SUMMARY

FEMA Conditional Letter of Map Revision	$42,000
FEMA Letter of Map Revision	$20,000
Total Contract Amendment No. 1	**$62,000**

SUMMARY OF THE AMMENDED CONTRACT

Original Contract	$1,144,280
Amendment No. 1	$62,000
Amended Contract Amount	$1,206,280

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Docusign Transmittal Coversheet

File Name	7599-011 - Westgate Drive Reconstruction Amendment 2
Purchasing Contact	Cori Power
Contract Expiration	N/A

DocuSign Envelope ID: 2FD6C16D-97D4-45A1-B4E2-8C34B3463083

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HALFF ASSOCIATES, INC.

Phase Reallocation Amendment to Westgate Drive Reconstruction Project FILE 7599-011

This is Amendment number 02 dated May 22, 2024 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our additional services understanding, schedule and fee summary are presented below.

I. ADDITIONAL SERVICES UNDERSTANDING

As per correspondence between City staff and the Engineer between April 4, 2024 and May 3, 2024, the Engineer is proposing to reallocate unused funds from the XIV. Traffic Signal Design Task under Special Services to supplement the Final Design Phase, Task XV. Environmental Services, and Task XVI. Illumination Study as detailed in the Fee Summary below. The scope for the Traffic Signal Design task shall be removed from the original contract. This amendment is a net zero change to the current contract amount.

II. SCHEDULE

The original design deliverable schedule shall not be changed under this amendment.

III. AMENDMENT NO. 2 FEE SUMMARY

XIV. Traffic Signal Design	($30,620)
XV. Environmental Services	$3,500
XVI. Illumination Study	$6,120
Final Design Phase (100% Submittal)	$21,000
Total Contract Amendment No. 2	**$0.00**

SUMMARY OF THE AMENDED CONTRACT

Original Contract	$1,144,280
Amendment No. 1	$62,000
Amendment No. 2	$0
Amended Contract Amount	$1,206,280

DocuSign Envelope ID: 2FD6C16D-97D4-45A1-B4E2-8C34B3463083

CITY:

CITY OF DENTON, TEXAS

By: DocuSigned by: Cori Power 5F1FE1663F7B4FE...

Title: Purchasing Supervisor

Date: 6/5/2024

ENGINEER:

HALFF ASSOCIATES, INC.

By: DocuSigned by: Benjamin L. McGahey 2B2A715A9AE5417...

Title: Vice President

Date: 6/5/2024

Docusign Envelope ID: 70E8889D-0FB2-45F6-9C4E-3EF61DEBD015

DocuSign Transmittal Coversheet

File Name	7599-011 Westgate Dr Design WA Amendment 3
Purchasing Contact	Cori Power

Docusign Envelope ID: 70E8889D-0FB2-45F6-9C4E-3EF61DEBD015

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HALFF ASSOCIATES, INC.

Westgate Drive East-West Construction Plans Repackage
Westgate Drive Reconstruction Project
FILE 7599-011

This is Amendment number 03 dated 1/6/2025 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our description of additional services understanding, assumptions, schedule and fee summary are presented below.

I. DESCRIPTION OF ADDITIONAL SERVICES UNDERSTANDING

As per correspondence between City staff and the Engineer between November 13, 2024 and November 26, 2024, the Engineer is proposing to reallocate funds from the XII. Bidding and Construction Engineering Task under Special Services to supplement a new XVII. Westgate Drive East-West Plans Repackage Task as detailed in the Fee Summary below. At the request of City staff and the City Manager's Office, it is desired for the Westgate Drive East-West section of the improvements to be constructed first, as a separate construction project, and Windsor Drive and Westgate Drive North-South shall be constructed at a later date. This amendment is a net zero change to the current contract amount.

II. ASSUMPTIONS

A. Project limits of the Westgate Drive East-West repackage shall be from the existing Westgate Drive eastern pavement stubout (Westgate Dr (E&W) STA 12+74.44 in plans) to the western curb return of Kingsview Drive in Bronco Way (Westgate Dr (E&W) STA 25+57.17 in plans) approximately 1,285 LF. Project limits shall also include a portion of Westgate Drive North-South from the existing Westgate Drive East-West and North-South intersection south to approximately 200 linear feet south of the southern curb return of Barrow Drive in Westgate Drive North-South, approximately 670 LF.

B. Consultant's services shall only include those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other providers.

C. Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget.

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D. The following items are assumed to be additional services beyond the original contract and prepared as part of the Westgate Drive East-West Repackage Submittal:

   i. Westgate Drive East-West 100% Final Plans
   ii. Westgate Drive East-West Project Manual, including bidding and contract documents, bid quantities and proposal, and specifications.
   iii. Westgate Drive East-West Final OPCC (repackaged to include northern-most portion of Westgate Drive North-South)

E. Separate applications and permitting fees for Texas Department of Licensing and Regulation (TDLR) for code review of sidewalks and ramps (pedestrian facilities). TDLR will require a separate submittal since it will be a stand-alone construction project. TDLR review and inspection fees are included in this fee reallocation summary.

F. Conduct one (1) City review meeting with City staff after submittal of the 100% Westgate Drive East-West repackage and address all comments provided prior to or during said meeting.

G. For this amendment, the task for Bidding and Construction Engineering will be reduced from $35,290 to $0. It is assumed that additional funds will be needed for the Bidding and Construction Engineering task in the future, not only for the Westgate Drive East-West construction phase, but also for the Windsor Drive and Westgate Drive North-South construction phase. Halff will intend to prepare a separate amendment for City review and processing, as per discussion during the November 26, 2024 Team meeting between Halff and City staff.

III. SCHEDULE

Completion/furnishing of repackaged Westgate Drive East-West 100% final plans, specifications, bid quantities and construction cost estimate: 60 calendar days from date of written authorization to begin.

IV. AMENDMENT NO. 3 FEE SUMMARY

XII. Bidding and Construction Engineering	($35,290)
XVII. Westgate Drive East-West Plans Repackage	$35,290
Total Contract Amendment No. 3	**$0.00**

Docusign Envelope ID: 70E8889D-0FB2-45F6-9C4E-3EF61DEBD015

SUMMARY OF THE AMENDED CONTRACT

Original Contract	$1,144,280
Amendment No. 1	$62,000
Amendment No. 2	$0
Amendment No. 3	$0
Amended Contract Amount	$1,206,280

CITY:	ENGINEER:
CITY OF DENTON, TEXAS	HALFF ASSOCIATES, INC.
By: DocuSigned by: Cori Power 5F1FE1663F7B4FE...	By: Signed by: Benjamin L. McGahey 2B2A715A9AE5417...
Title: Purchasing Supervisor	Title: Vice President
Date: 1/6/2025	Date: 1/6/2025

DS
ML

ORDINANCE NO. 25-636

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FOURTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HALFF ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $1,144,280.00; AMENDED BY AMENDMENTS 1-3 APPROVED BY THE CITY COUNCIL AND PURCHASING; SAID FOURTH AMENDMENT TO PROVIDE FOR THE DESIGN, BIDDING, CONSTRUCTION ENGINEERING SERVICES AND FEMA APPLICATION FEES FOR A CONDITIONAL LETTER OF MAP REVISION (CLOMR) AND A LETTER OF MAP REVISION (LOMR) IN RELATION TO THE WESTGATE DRIVE RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-011 – PROVIDING FOR AN ADDITIONAL FOURTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $81,690.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,287,970.00).

WHEREAS, on November 15, 2022, by Ordinance No. 22-2303, the City awarded a contract to Halff Associates, Inc., in the amount of $1,144,280.00, for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department; and

WHEREAS, on March 19, 2024, City Council awarded a First Amendment to Halff Associates, Inc., in the amount of $62,000.00, to provide additional engineering and design services for a Conditional Letter of Map Revision and a Letter of Map Revision in relation to the Westgate Drive Reconstruction Project for the Capital Projects Department; and

WHEREAS, on May 22, 2024, Purchasing awarded a Second Amendment to Halff Associates, Inc., to reallocate the funds from the Traffic Signal Design category (XIV) to Environmental Services, Illumination Study, and Final Design of the contract; and

WHEREAS, on January 6, 2025, Purchasing awarded a Third Amendment to Halff Associates, Inc., to split the project into two (2) project phases; and

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

WHEREAS, the additional fees under the proposed Fourth 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 Fourth Amendment, increasing the amount of the contract between the City and Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Eighty One Thousand Six Hundred Ninety and 0/100 ($81,690.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which

shall be attached hereto. The total contract amount increases to $1,287,970.00.

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

The motion to approve this ordinance was made by Jill Jester and seconded by Joe Holland. This ordinance was passed and approved by the following vote [7 - 0]:

	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 15th day of April, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

CITY OF DENTON ★ DENTON, TEXAS ★

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Docusign Envelope ID: C4617A12-885A-421B-A4CB-B5E3AF524153

Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Drive Reconstruction Design Amendment #4
Purchasing Contact	Cori Power
City Council Target Date	APRIL 15, 2025
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	25-636

DS
LH

Docusign Envelope ID: C4617A12-885A-421B-A4CB-B5E3AF524153

FOURTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HALFF ASSOCIATES, INC.
PSA 7599-011

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FOURTH AMENDMENT TO CONTRACT 7599-011 ("Amendment") by and between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer"); to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of $1,144,280 (the "Original Agreement"); amended on March 19, 2024 in the additional amount of $62,000 aggregating a not-to-exceed amount of $1,206,280 (the "First Amendment"); amended on June 5, 2024 to revise the project scope of services at net zero change to the total contract amount (the "Second Amendment"); amended on January 6, 2025 to revise the project scope of services at net zero change to the total contract amount (the "Third Amendment") (collectively, the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment are the "Agreement") for services related to the design of the Westgate Drive Reconstruction Project.

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 $81,690 with this Amendment for an aggregate not-to-exceed amount of $1,287,970; 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 Westgate Drive Reconstruction project, 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 $81,690.

2. This Amendment modifies the Agreement amount to provide an additional $81,690 for the additional services with a revised aggregate not to exceed total of $1,287,970.

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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 04/15/2025.

"Engineer"

HALFF ASSOCIATES, INC.

Signed by:
By: Benjamin L. McCabe President
2B2A715A94E5417...
AUTHORIZED SIGNATURE, TITLE

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

DocuSigned by:
By: Sara Hensley
5236DB296270423...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

ATTEST:
LAUREN THODEN, CITY SECRETARY

DocuSigned by:
By: Lauren Thoden
D09D09CAD33D487...

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

Signed by:
Seth Garcia
A13701FBBC954FC...
SIGNATURE

Seth Garcia
PRINTED NAME

Interim Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

Docusign Envelope ID: C4617A12-885A-421B-A4CB-B5E3AF524153

Exhibit A

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HALFF ASSOCIATES, INC.

Westgate Drive East-West Construction Plans Repackage
Westgate Drive Reconstruction Project
FILE 7599-011

This is Amendment number 04 dated March 3, 2025 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our description of additional services understanding, assumptions, schedule and fee summary are presented below.

I. DESCRIPTION OF ADDITIONAL SERVICES UNDERSTANDING

As per correspondence between City staff and the Engineer from November 13, 2024 to February 25, 2025, the Engineer is proposing to allocate additional funds to a Phase 1 Bidding and Construction Engineering Task, a Phase 2 Bidding and Construction Engineering Task, and a CLOMR and LOMR FEMA Application Review Fee Task under Special Services detailed in the Fee Summary below.

Bidding and Construction Engineering scope of services shall be per Section 11 of the executed contract dated November 15, 2022.

CLOMR and LOMR FEMA Application Review Fee scope of services shall be per the CLOMR Application Report and LOMR Application Report sections of the executed Contract Amendment #1 dated February 22, 2024 with the additional online submittal details provided below.

II. ASSUMPTIONS

A. Consultant's services shall only include those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other providers.

B. Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget.

C. Online FEMA fee for CLOMR review is $6,500 as of February 2025 and shall be paid by the Engineer upon contract amendment approval and pending City approval of the CLOMR and application report. Total fee for this task does include preparation effort for the online application submittal.

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D. Online FEMA fee for LOMR review is $8,000 (subject to change) as of February 2025 and shall be paid by the Engineer upon contract amendment approval and pending City approval of the LOMR and application report. Total fee for this task does include preparation effort for the online application submittal.

III. SCHEDULE

For Bidding and Construction Engineering Tasks, the following schedule shall apply:

- Phase 1
  - Bidding services: 60 calendar days from City's approval of final plans
  - Construction services: In accordance with construction schedule (estimated to be 240 total calendar days)
  - Closure: 60 calendar days from the date of construction completion
- Phase 2
  - Bidding services: 60 calendar days from City's approval of final plans
  - Construction services: In accordance with construction schedule (estimated to be 480 total calendar days)
  - Closure: 60 calendar days from the date of construction completion

For CLOMR and LOMR FEMA Application Review Fee Task, the schedule of online submittal shall be contingent upon final approval of CLOMR/LOMR application report and online submittal shall occur immediately following City approval.

IV. AMENDMENT NO. 4 FEE SUMMARY

XVIII. Phase 1 - Bidding and Construction Engineering	$27,670
XIX. Phase 2 - Bidding and Construction Engineering	$37,960
XX. CLOMR and LOMR FEMA Application Review Fee	$16,060
Total Contract Amendment No. 4	**$81,690**

SUMMARY OF THE AMENDED CONTRACT

Original Contract	$1,144,280
Amendment No. 1	$62,000
Amendment No. 2	$0
Amendment No. 3	$0
Amendment No. 4	$81,690
Amended Contract Amount	$1,287,970

Docusign Envelope ID: C4617A12-885A-421B-A4CB-B5E3AF524153

CITY:	ENGINEER:
CITY OF DENTON, TEXAS	HALFF ASSOCIATES, INC.
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

Docusign Envelope ID: C4617A12-885A-421B-A4CB-B5E3AF524153

Exhibit CIQ

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.**

Halff Associates, 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.**

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 relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

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

N/A

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

5 Signed by: Benjamin L. McGahey 2B2A715A9AE5417...

Signature of vendor doing business with the governmental entity

3/21/2025

Date

Docusign Envelope ID: C4617A12-885A-421B-A4CB-B5E3AF524153

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.

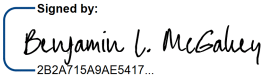
Certificate Of Completion

Envelope Id: C4617A12-885A-421B-A4CB-B5E3AF524153
Status: Completed
Subject: Please DocuSign: City Council Contract 7599-011 Westgate Reconstruction Amendment #4
Source Envelope:
Document Pages: 8
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
3/19/2025 4:24:58 PM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 3/19/2025 4:29:12 PM Viewed: 3/19/2025 4:29:31 PM Signed: 3/19/2025 4:29:43 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/19/2025 4:29:45 PM Viewed: 3/19/2025 4:47:22 PM Signed: 3/19/2025 4:47:36 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/19/2025 4:47:38 PM Viewed: 3/20/2025 9:05:41 AM Signed: 3/20/2025 9:09:24 AM
Benjamin L. McGahey bmcgahey@halff.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/20/2025 9:53:57 AM ID: 6a415f88-4b32-4f09-a51d-b3b74f8049ad	Signed by:  2B2A715A9AE5417... Signature Adoption: Pre-selected Style Using IP Address: 128.92.196.202	Sent: 3/20/2025 9:09:27 AM Resent: 3/21/2025 9:55:12 AM Viewed: 3/21/2025 9:59:36 AM Signed: 3/21/2025 10:19:51 AM

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Interim Director of Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/21/2025 11:11:54 AM ID: 44b11174-e07a-4eba-8514-970362d03b52	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 107.77.218.5 Signed using mobile	Sent: 3/21/2025 10:19:56 AM Viewed: 3/21/2025 11:11:54 AM Signed: 3/21/2025 11:12:29 AM
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	**Completed** Using IP Address: 198.49.140.10	Sent: 3/21/2025 11:12:32 AM Viewed: 4/16/2025 10:38:01 AM Signed: 4/16/2025 10:38:22 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/16/2025 10:38:24 AM Viewed: 4/16/2025 11:08:56 AM Signed: 4/16/2025 11:09:15 AM
Lauren Thoden lauren.thoden@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  D09D09CAD33D487... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/16/2025 11:09:18 AM Viewed: 4/16/2025 12:16:24 PM Signed: 4/16/2025 12:16:45 PM

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: 3/19/2025 4:29:45 PM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 11:12:32 AM Viewed: 3/24/2025 1:33:05 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/16/2025 12:16:48 PM
Jesus Perez Jesus.Perez@cityofdenton.com Construction Project Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/28/2025 2:41:47 PM ID: ef1ff0ea-c3a1-4091-b8fe-35d8585d4669	COPIED	Sent: 4/16/2025 12:16:49 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/16/2025 12:16:24 PM
Signing Complete	Security Checked	4/16/2025 12:16:45 PM
Completed	Security Checked	4/16/2025 12:16:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIFTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HALFF ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $1,144,280.00; AMENDED BY AMENDMENTS 1-4 APPROVED BY CITY COUNCIL AND PURCHASING; SAID FIFTH AMENDMENT TO PROVIDE FOR ADDITIONAL RIGHT-OF-WAY ACQUISITION SERVICES IN RELATION TO THE WESTGATE DRIVE RECONSTRUCTION PROJECT PHASE 2 FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7599-011 – PROVIDING FOR AN ADDITIONAL FIFTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $98,600.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,386,570.00).

WHEREAS, on November 15, 2022, by Ordinance No. 22-2303, the City awarded a contract to Halff Associates, Inc., in the amount of $1,144,280.00, for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department; and

WHEREAS, on March 19, 2024, City Council awarded a First Amendment to Halff Associates, Inc., in the amount of $62,000.00, to provide additional engineering and design services for a Conditional Letter of Map Revision and a Letter of Map Revision in relation to the Westgate Drive Reconstruction Project for the Capital Projects Department; and

WHEREAS, on May 22, 2024, Purchasing awarded a Second Amendment to Halff Associates, Inc., to reallocate the funds from the Traffic Signal Design category (XIV) to Environmental Services, Illumination Study, and Final Design of the contract; and

WHEREAS, on January 6, 2025, Purchasing awarded a Third Amendment to Halff Associates, Inc., to split the project into two (2) project phases; and

WHEREAS, on April 15, 2025, City Council awarded a Fourth Amendment to Halff Associates, Inc., to include the additional cost for splitting the design, bidding two (2) packages, construction engineering services through construction for two packages, and FEMA application fees; and

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

WHEREAS, the additional fees under the proposed Fifth 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 Fifth Amendment, increasing the amount of the contract between the City and Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Ninety-Eight Thousand Six Hundred and 0/100 ($98,600.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to $1,386,570.00.

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

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 29D49444-F03F-84F2-830C-E1A9748EE9C8

Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Drive Reconstruction Design Amendment #5
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 29D49444-F03F-84F2-830C-E1A9748EE9C8

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIFTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HALFF ASSOCIATES, INC.
PSA 7599-011

THIS FIFTH AMENDMENT TO CONTRACT 7599-011 ("Amendment") by and between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer"); to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of $1,144,280 (the "Original Agreement"); amended on March 19, 2024 in the additional amount of $62,000 aggregating a not-to-exceed amount of $1,206,280 (the "First Amendment"); amended on June 5, 2024 to revise the project scope of services at net zero change to the total contract amount (the "Second Amendment"); amended on January 6, 2025 to revise the project scope of services at net zero change to the total contract amount (the "Third Amendment"); amended on April 15, 2025 in the additional amount of $81,690 aggregating a not-to-exceed amount of $1,287,970 (the "Fourth Amendment") (collectively, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are the "Agreement") for services related to the design of the Westgate Drive Reconstruction Project.

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 $98,600 with this Amendment for an aggregate not-to-exceed amount of $1,386,570; 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 Westgate Drive Reconstruction Project, 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 $98,600.

2. This Amendment modifies the Agreement amount to provide an additional $98,600 for the additional services with a revised aggregate not to exceed total of $1,386,570.

Docusign Envelope ID: 29D49444-F03F-84F2-830C-E1A9748EE9C8

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"

HALFF ASSOCIATES, INC.

Signed by:
By: Benjamin L. McGahey Vice President
2B2A715A9AE5417...
AUTHORIZED SIGNATURE, TITLE

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By: Leah Bush
3A6254145BDA469...

ATTEST:

By: _____

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

Signed by:
Seth Garcia
A13701F6BC954FC...
SIGNATURE

Seth Garcia
PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

Docusign Envelope ID: 29D49444-F03F-84F2-830C-E1A9748EE9C8

Exhibit A
AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HALFF ASSOCIATES, INC.

Westgate Drive East-West Construction Plans Repackage
Westgate Drive Reconstruction Project
FILE 7599-011

This is Amendment number 05 dated April 15, 2026 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our description of additional services understanding, assumptions, schedule and fee summary are presented below.

I. DESCRIPTION OF ADDITIONAL SERVICES UNDERSTANDING

As per correspondence between City staff and the Engineer from March 6, 2026 to April 15, 2026, the Engineer is proposing to allocate additional funds to perform Right of Way Services as part of Phase 2 of the Project. A new XXI. Phase 2 ROW Services Task would be created under Special Services detailed in the Fee Summary below.

Phase 2 ROW Services scope of services shall be per Section 5 of the executed contract dated November 15, 2022.

II. ASSUMPTIONS

A. Consultant's services shall only include those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other providers.

B. Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget.

C. The direct cost of preliminary title commitments, title insurance (Owner Title Policies) and the court costs in eminent domain cases are not to be considered a pass-through expense and will be paid directly by the City of Denton.

III. SCHEDULE

The schedule for ROW Services for Phase 2 of the Project will be contingent on the individual property negotiation, title and closing coordination and will vary parcel to

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parcel. It is anticipated the schedule for these services will be approximately **twelve (12)** months upon notice to proceed.

IV. AMENDMENT NO. 5 FEE SUMMARY

XXI. Phase 2 ROW Services (17 Parcels @ $5,800/each)	$98,600
Total Contract Amendment No. 5	**$98,600**

SUMMARY OF THE AMENDED CONTRACT

Original Contract	$1,144,280
Amendment No. 1	$62,000
Amendment No. 2	$0
Amendment No. 3	$0
Amendment No. 4	$81,690
Amendment No. 5	$98,600
Amended Contract Amount	$1,386,570

CITY:	ENGINEER:
CITY OF DENTON, TEXAS	HALFF ASSOCIATES, INC.
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

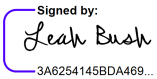
Certificate Of Completion

Envelope Id: 29D49444-F03F-84F2-830C-E1A9748EE9C8
Status: Sent
Subject: Please DocuSign: City Council Contract 7599-011 - Westgate Drive Reconstruction Design Amendment #5
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
6/22/2026 10:06:19 AM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 6/22/2026 10:10:08 AM Viewed: 6/22/2026 10:10:17 AM Signed: 6/22/2026 10:10:26 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/22/2026 10:10:28 AM Viewed: 6/22/2026 11:48:58 AM Signed: 6/22/2026 11:49:16 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/22/2026 11:49:17 AM Viewed: 6/22/2026 4:46:38 PM Signed: 6/22/2026 5:00:47 PM
Benjamin L. McGahey bmcgahey@halff.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/23/2026 7:52:09 AM ID: b5b7fea9-b3c1-4f07-8c43-542f28ac03e4	Signed by:  2B2A715A9AE5417... Signature Adoption: Pre-selected Style Using IP Address: 4.1.252.178	Sent: 6/22/2026 5:00:50 PM Viewed: 6/23/2026 7:52:09 AM Signed: 6/23/2026 8:17:20 AM

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None)	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/23/2026 8:17:22 AM Viewed: 6/29/2026 10:31:05 AM Signed: 6/29/2026 10:31:23 AM
Electronic Record and Signature Disclosure: Accepted: 6/29/2026 10:31:05 AM ID: c3b889d6-b07c-4923-8ce0-6feda9774d35		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)		Sent: 6/29/2026 10:31:26 AM
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		
Kristi Fogle Kristi.Fogle@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/29/2026 11:21:30 AM ID: 889a6e59-ed2c-4fa6-af68-b7a7643e37fd		

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)	COPIED	Sent: 6/22/2026 10:10:28 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/29/2026 10:31:25 AM Viewed: 6/29/2026 12:50:07 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jesus Perez Jesus.Perez@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/24/2026 3:58:06 PM ID: d13e8574-5a82-49ea-af45-edb26c6dd492		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/22/2026 10:10:09 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 27, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds by the City Manager for the emergency purchase of the turbo repair and overhaul for the Denton Energy Center; and providing an effective date (File 9094 – awarded to Accelleron US Inc., in the not-to-exceed amount of $354,615.84).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Pursue Organizational Excellence and Collaborative and Respectful Leadership.

INFORMATION/BACKGROUND

In July of 2024, Denton Energy Center's (DEC) Genset E4 experienced high crankcase pressure from the turbos derating the unit and preventing full megawatt output. In August 2024, a complete inspection was conducted on the engine by plant personnel and found that failure on the A-bank turbo on E4 was caused by foreign object debris (FOD) from cylinder head exhaust valve failures during operation and failure at the labyrinth seal on B-bank, causing high pressure on the engine. DEC maintenance staff began repairs in an attempt to restore the unit back to normal operation utilizing available on-hand turbo components but discovered the damage to be excessive and beyond onsite capabilities, resulting in immediate need for outside assistance and complete turbo replacement. At the time of failure, no turbos were in DEC possession, and two (2) turbos were out for inspections and estimates to be overhauled by an approved engine or turbo (OEM) Original Equipment Manufacturer, resulting in the immediate need for turbos belonging to the DEC to be overhauled and return the engine to normal operation as quickly as possible. Based on the damage found on one (1) of the two (2) turbos, only Accelleron was capable of overhauling both turbos and provided the lowest cost. Turbocharger repairs were completed by Accelleron and delivered to the DEC, where plant personnel completed the replacement of turbos, returning Genset E4 to full output.

Wartsila, the OEM of the engine, was notified at the time of failure and informed us that although they were able to perform the services, the cost for repair would be higher than the purchase of a new unit and did not provide an estimate for repair. The new unit cost was priced at $261,411.27 without a guaranteed delivery time frame.

Accelleron is the OEM for the turbocharger as well as the only authorized sales and service representative of DEC turbos. Accelleron was able to provide the needed services for turbocharger overhaul and delivery

to the DEC. The complete turbo overhaul cost for the B-bank turbo was $246,514.92, and the turbo for A-bank overhaul cost $108,100.92. Turbo charger overhaul service in total is $354,615.84.

Wartsila and Accelleron were the only vendors contacted, as Wartsila is the OEM for the engine and Accelleron is the OEM of the turbocharger and the only authorized sales vendor available for these components.

RECOMMENDATION

Approve the emergency purchase of the turbo repair and overhaul for the Denton Energy Center, in the not-to-exceed amount of $354,615.84.

PRINCIPAL PLACE OF BUSINESS

Accelleron US Inc.
Miramar, FL

ESTIMATED SCHEDULE OF PROJECT

This project was completed on October 30, 2024.

FISCAL INFORMATION

These services will be funded from the DEC Turbo Maintenance account 605811497. Requisition #176021 has been entered into the Purchasing software system in the amount of $354,615.84.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

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

For information concerning this acquisition, contact: Arthur Pando, 940-349-8653.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, RATIFYING THE EXPENDITURE OF FUNDS BY THE CITY MANAGER FOR THE EMERGENCY PURCHASE OF THE TURBO REPAIR AND OVERHAUL FOR THE DENTON ENERGY CENTER; AND PROVIDING AN EFFECTIVE DATE (FILE 9094 – AWARDED TO ACCELLERON US INC., IN THE NOT-TO-EXCEED AMOUNT OF $354,615.84).

WHEREAS, state law and city policy requires that certain contracts requiring an expenditure or payment by the city in an amount exceeding $50,000 be by competitive bids, except in the case of public calamity where it becomes necessary to act at once to appropriate money to relieve the necessity of the citizens of the city, or in case of unforeseen damage to public property, machinery, or equipment, or where the procurement is necessary to preserve or protect the public health or safety of the city's residents under Section 252 of the Local Government Code; and

WHEREAS, the City Manager has recommended to the City Council that it is necessary to ratify the purchase of goods or services due to the following emergency conditions outlined in the memorandum referenced herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby determines that there is a public calamity that makes it necessary to act at once to appropriate money to relieve the necessity of the citizens of the city, or to provide for unforeseen damage to public property, machinery, or equipment, or to preserve or protect the public health or safety of the city's residents, and by reason thereof, the following emergency purchases of materials, equipment, supplies, or services, as described in the "Declaration of Emergency Memorandum" referenced herein and on file in the office of the Purchasing Agent, are hereby approved:

FILE NUMBER	VENDOR	AMOUNT
9094	Accelleron US Inc	$354,615.84

SECTION 2. Because of such emergency, the City Manager, or a designated employee, is hereby authorized to purchase the materials, equipment, supplies, or services as described in the Memorandum on file in the office of the Purchasing Agent, and to make payment therefore in the amounts therein stated. Such emergency purchases, being in accordance with the provisions of state law, exempt such purchases by the city from the requirements of competitive bids.

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. 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 [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 27, 2026

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with McKim & Creed, Inc. as the primary vendor, and Prime Controls, L.P., as the secondary vendor, for SCADA Maintenance and Services for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9011 – awarded to McKim & Creed, Inc. and Prime Controls, L.P., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $400,000.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The Lake Lewisville (LLWTP) and Ray Roberts Water Treatment Plant (RRWTP), as well as the Pecan Creek Water Reclamation Facility (PCWRF), are all managed with a Supervisory Control and Data Acquisition (SCADA) system consisting of computers, software, programmable logic controllers (PLC's) and remote telemetry units (RTU's). The SCADA system controls, collects, and displays data (I.E., pressure, turbidity, pH, temperature, etc.) from numerous devices throughout the treatment plants, booster pump stations, elevated storage tanks, and lift stations for process control, trending, and reporting requirements for the Texas Commission of Environmental Quality (TCEQ) as well as internal needs. Having a properly functioning SCADA system is critical to the protection of the drinking water treatment process as well as the treatment of the reuse water. To ensure that the SCADA system is properly functioning at all times, we are requesting a contract for SCADA Maintenance and Service from a third-party contractor to supplement our internal City of Denton staff when situations call for additional support.

Project Description	Estimated 5-Year Expenditure
SCADA Maintenance Support Year 1	$80,000
SCADA Maintenance Support Year 2	80,000
SCADA Maintenance Support Year 3	80,000
SCADA Maintenance Support Year 4	80,000
SCADA Maintenance Support Year 5	80,000
Total	**$400,000**

Request for Proposals was sent to 1,011 prospective suppliers, including 22 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 staffing, compliance with specifications, probable performance, and price. Best and Final Offers (BAFO) were requested from both firms. Staff recommends awarding to a primary and secondary vendor as follows: McKim & Creed, Inc. as the primary vendor, and Prime Controls, L.P., as the secondary vendor, for a combined not-to-exceed amount of $400,000.

NIGP Code Used for Solicitation:	220, 890, and 920
Notifications sent for Solicitation sent in IonWave:	1,011
Number of Suppliers that viewed Solicitation in IonWave:	38
HUB-Historically Underutilized Business Invitations sent out:	25
SBE-Small Business Enterprise Invitations sent out:	358
Responses from Solicitation:	4

RECOMMENDATION

Award a contract with McKim & Creed, Inc. as the primary vendor, and Prime Controls, L.P., as the secondary vendor, for SCADA Maintenance and Services for the Water Utilities Department, in a three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $400,000.

PRINCIPAL PLACE OF BUSINESS

McKim & Creed, Inc.
Dallas, TX

Prime Controls, L.P.
Lewisville, TX

ESTIMATED SCHEDULE OF PROJECT

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

FISCAL INFORMATION

These services will be funded from Water Production and Water Reclamation outside contracted services account numbers 630100.7879 & 640100.7879. Requisitions will be entered on an as-needed basis. The estimated annual expenditure for a fiscal year is $80,000 and is included in the adopted budget. The City will only pay for items purchased and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Pricing Evaluation
Exhibit 3: Ordinance and Contracts

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

For information concerning this acquisition, contact: John Dillard, 940-349-7628.

Legal point of contact: Leah Bush at 940-349-8333.

Exhibit 2
RFP 9011 - Pricing Evaluation for SCADA Maintenance and Services

				Primary		Secondary					
			Respondent's Business Name:	**McKim & Creed, Inc.**		**Prime Controls, L.P.**		SOAP Engineering LLC		Control Panels USA Inc.	
			Principal Place of Business (City and State):	**Dallas, TX**		**Lewisville, TX**		Houston, TX		Austin, TX	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Hourly Rate: Non-Emergency - 7:00am - 5:00 pm Mon - Fri	1,500	HR	**$175.00**	**$262,500.00**	**$185.00**	**$277,500.00**	$115.00	$172,500.00	$176.00	$264,000.00
2	Hourly Rate: Non-Emergency - Stay on job after 5:00pm	1,000	HR	**$175.00**	**$175,000.00**	**$220.00**	**$220,000.00**	$145.00	$145,000.00	$246.00	$246,000.00
3	Hourly Rate: Emergency Repairs	1,500	HR	**$220.00**	**$330,000.00**	**$250.00**	**$375,000.00**	$145.00	$217,500.00	$325.00	$487,500.00
4	Parts: Percent Mark-up		Percent	**15.0%**		**25.0%**		5.0%		12.0%	
			Total:	**$767,500.00**		**$872,500.00**		$535,000.00		$997,500.00	

Evaluation				
Item #	**Scoring Criteria**	**McKim & Creed, Inc.**	**Prime Controls, L.P.**	SOAP Engineering LLC	Control Panels USA Inc.
1	Organization and Staffing - 25%	**21.00**	**23.00**	17.00	18.00
2	Compliance with Specifications - 20%	**19.20**	**18.40**	16.80	16.00
3	Probable Performance - 30%	**27.60**	**27.60**	21.60	18.00
4	Price, Total Cost of Ownership - 25%	**17.43**	**15.33**	25.00	13.41
	Total Score:	**85.23**	**84.33**	80.40	65.41

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MCKIM & CREED, INC. AS THE PRIMARY VENDOR, AND PRIME CONTROLS, L.P., AS THE SECONDARY VENDOR, FOR SCADA MAINTENANCE AND SERVICES FOR THE WATER UTILITIES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 9011 – AWARDED TO MCKIM & CREED, INC. AND PRIME CONTROLS, L.P., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $400,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for SCADA Maintenance and Services for the Water Utilities 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.

RFP NUMBER	VENDOR	AWARD
9011	McKim & Creed, Inc.	Primary
9011	Prime Controls, L.P.	Secondary

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 _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: B4C11E37-736F-84DA-820E-4559C10BCF82

Docusign City Council Transmittal Coversheet

RFP	9011
File Name	SCADA Maintenance & Services
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: B4C11E37-736F-84DA-820E-4559C10BCF82

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND MCKIM & CREED, INC.
(Contract #9011)

THIS CONTRACT is made and entered into this date _____, by and between McKim & Creed, Inc. a North Carolina Corporation, whose address _17950 Preston Road Suite 300 Dallas, TX 75252, 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 9011 SCADA Maintenance and Services, 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 9011(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

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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.

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BY:
CONTRACTOR
McKim & Creed, Inc.

Signed by:
Kevin Patel
EBEA0F8226084C...
Authorized Signature

Printed Name: Kevin Patel

Title: Vice President / Technical Director

Email Adress: KPatel@mckimcreed.com

2026-1474886
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by:
Leah Bush
3A6254145BDA469...

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

Signed by:
Stephen D. Gay
1E3A6A97264A9...
SIGNATURE

General Manager
TITLE

Water Utilities and Street Operations
DEPARTMENT

Contract 9011

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

McKim & Creed, Inc. is awarded as the primary contractor, and pricing shall be per Exhibit F attached. The cumulative contract for primary and secondary contractors for contract 9011 shall not exceed $400,000.

The contractor is required to meet performance specifications as follows:

Non-Emergency - services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an as needed basis, and performed at the Electrical Managers, or his/her designee's direction: Cost per hour, Monday through Friday, 7:00 a.m. – 5:00 p.m.

- The primary contractor is expected to respond to the initial contact* from the City within two (2) hours during normal business hours. Normal business hours are 7am-5pm, Monday – Friday. If there is no response from the primary contractor within two (2) hours, or they cannot provide the services requested, the City reserves the right to call the secondary contractor. The secondary contractor must also respond to initial contact within two (2) hours.

Emergency After Hours - general instrumentation services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an Non-emergency after hours basis and performed at the Electrical Manager or his/her designee's direction: Cost per hour, non-scheduled after hours, weekends, holidays.

- The primary contractor is expected to respond to the initial contact* for non-emergency requests from the City within two (2) hours after normal business hours. After normal business hours are from between 5pm – 6am , Monday – Friday and on weekends. If there is no response from the primary contractor within two (2) hours, or they cannot provide the services requested, the City reserves the right to call a secondary contractor. The secondary contractor must also respond to initial contact within two (2) hours.

Emergency – Given that Water Utilities are an on-going 24/7/365 basis, emergency response services are required at all times. When the situation arises to need additional support in lieu of City of Denton staff, the contracted services will need to supplement support by having a 24/7 on-call staff available. All emergency services will be performed and approved by the Electrical Manager, or his/her designee.

a. Emergency on-call support issues will first be addressed and diagnosed by City of Denton staff. If at this time it is needed to call upon contracted services for help, the Electrical Manager will touch base with the contracted on-call supervisor in order to get technicians properly dispatched.

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• The primary contractor is expected to verbally respond to emergency requests within thirty (30) minutes of initial contact* and have technicians in route within one (1) hour. If no response from the primary contractor is received within thirty (30) minutes or they cannot provide the services requested, the City reserves the right to call a secondary contractor. The secondary contractor must also respond to initial contact within thirty (30) minutes and have technicians en route within one (1) hour.

• Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time; this cost is to be included in the cost of service in the price per man-hour.

*Initial Contact: The first phone call placed or email sent from the City to the contractor.

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

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The 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.

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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.

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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.

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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.

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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

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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

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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 (15^{th}) 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.

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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:

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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,

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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. 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

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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

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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

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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. **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

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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 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**

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DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. 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-

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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

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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 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.

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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

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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

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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

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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.

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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

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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.

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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/
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.

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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,

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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. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

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

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$1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <u>WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE</u>

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. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>

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

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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.

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Bid Lines

EXHIBIT F

1 Hourly Rate: Non-Emergency - 7:00am - 5:00 pm Mon - Fri

Quantity: 1500 UOM: HR Price: $175.00 Total: $262,500.00

Item Notes: Please provide rate per hour. We estimate 1500 hours annually for non-emergency calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

2 Hourly Rate: Non-Emergency - Stay on job after 5:00pm

Quantity: 1000 UOM: HR Price: $175.00 Total: $175,000.00

Item Notes: Please provide rate per hour. We estimate 1000 hours annually for non-emergency after hours calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

3 Hourly Rate: Emergency Repairs

Quantity: 1500 UOM: HR Price: $220.00 Total: $330,000.00

Item Notes: Please provide rate per hour. We estimate 1500 hours annually for emergency calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

4 Parts: Percent Mark-up

(Line excluded from response total)

Quantity: 1 UOM: Percent Total: 15%

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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.**

McKim & Creed, 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.**

Kevin Patel

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☒ No

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

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

5 Signed by: Kevin Patel BBEA0F8226984E3...

Signature of vendor doing business with the governmental entity

6/12/2026

Date

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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: B4C11E37-736F-84DA-820E-4559C10BCF82
Status: Sent
Subject: Please DocuSign: City Council Contract 9011 SCADA Maintenance and Services McKim & Creed
Source Envelope:
Document Pages: 36
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Gabby Leeper
901B Texas Street
Denton, TX 76209
Gabby.Leeper@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
6/10/2026 10:37:02 AM
Holder: Gabby Leeper
Gabby.Leeper@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Gabby Leeper Gabby.Leeper@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 6/10/2026 10:44:00 AM Viewed: 6/10/2026 10:44:08 AM Signed: 6/10/2026 10:45:22 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/10/2026 10:45:24 AM Viewed: 6/10/2026 1:35:32 PM Signed: 6/10/2026 1:36:12 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 6/10/2026 1:36:14 PM Viewed: 6/11/2026 11:55:49 AM Signed: 6/12/2026 4:03:06 PM
Kevin Patel KPatel@mckimcreed.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/12/2026 4:15:05 PM ID: 8f0fef8f-bcd3-4f35-94e5-f2c481d02170	Signed by: Kevin Patel BBEA0F8226984E3... Signature Adoption: Pre-selected Style Using IP Address: 47.162.5.248	Sent: 6/12/2026 4:03:08 PM Viewed: 6/12/2026 4:15:05 PM Signed: 6/12/2026 4:18:47 PM

Signer Events	Signature	Timestamp
Stephen D. Gay Stephen.Gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/12/2026 4:47:02 PM ID: e2d07af8-dc47-486f-9d15-385105957b9e	Signed by: Stephen D. Gay FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/12/2026 4:18:49 PM Viewed: 6/12/2026 4:47:02 PM Signed: 6/12/2026 4:49:06 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 6/12/2026 4:49:09 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristy Fogle kristy.fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/10/2026 10:45:24 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/12/2026 4:49:09 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
John Dillard john.dillard@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/9/2026 3:39:31 PM ID: 85b8cda0-dd5f-4cd2-8c5a-dea9c0f8142a		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2026 10:44:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

Docusign Envelope ID: 46560872-DFBD-817B-8018-C668C51336E4

Docusign City Council Transmittal Coversheet

RFP	9011
File Name	SCADA Maintenance & Services
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 46560872-DFBD-817B-8018-C668C51336E4

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND PRIME CONTROLS, L.P.
(Contract #9011)

THIS CONTRACT is made and entered into this date _____, by and between Prime Controls L.P. a Texas Limited Partnership, whose address _1725 Lake Pointe Drive Lewisville, TX 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 9011 SCADA Maintenance and Services, 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 9011(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

Docusign Envelope ID: 46560872-DFBD-817B-8018-C668C51336E4

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.

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BY:
CONTRACTOR
Prime Controls L.P.

Signed by:
Jace McNiel
1B1C9B5F2C2443...
Authorized Signature

Printed Name: Jace McNiel

Title: President

Email Adress: contractreview@prime-controls.com

2026-1471121
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
BY: Leah Bush
3A6254145BDA469...

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

Signed by:
Stephen D. Gay
SIGNATURE

General Manager
TITLE

Water Utilities and Street Operations.
DEPARTMENT

Contract 9011

Docusign Envelope ID: 46560872-DFBD-817B-8018-C668C51336E4

Exhibit A
Special Terms and Conditions

1. Total Contract Amount

Prime Controls L.P. is awarded as the secondary contractor, and pricing shall be per Exhibit F attached. The cumulative contract for primary and secondary contractors for contract 9011 shall not exceed $400,000.

The contractor is required to meet performance specifications as follows:

Non-Emergency - services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an as needed basis, and performed at the Electrical Managers, or his/her designee's direction: Cost per hour, Monday through Friday, 7:00 a.m. – 5:00 p.m.

- The primary contractor is expected to respond to the initial contact* from the City within two (2) hours during normal business hours. Normal business hours are 7am-5pm, Monday – Friday. If there is no response from the primary contractor within two (2) hours, or they cannot provide the services requested, the City reserves the right to call the secondary contractor. The secondary contractor must also respond to initial contact within two (2) hours.

Emergency After Hours - general instrumentation services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an Non-emergency after hours basis and performed at the Electrical Manager or his/her designee's direction: Cost per hour, non-scheduled after hours, weekends, holidays.

- The primary contractor is expected to respond to the initial contact* for non-emergency requests from the City within two (2) hours after normal business hours. After normal business hours are from between 5pm – 6am , Monday – Friday and on weekends. If there is no response from the primary contractor within two (2) hours, or they cannot provide the services requested, the City reserves the right to call a secondary contractor. The secondary contractor must also respond to initial contact within two (2) hours.

Emergency – Given that Water Utilities are an on-going 24/7/365 basis, emergency response services are required at all times. When the situation arises to need additional support in lieu of City of Denton staff, the contracted services will need to supplement support by having a 24/7 on-call staff available. All emergency services will be performed and approved by the Electrical Manager, or his/her designee.

a. Emergency on-call support issues will first be addressed and diagnosed by City of Denton staff. If at this time it is needed to call upon contracted services for help, the Electrical Manager will touch base with the contracted on-call supervisor in order to get technicians properly dispatched.

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• The primary contractor is expected to verbally respond to emergency requests within thirty (30) minutes of initial contact* and have technicians in route within one (1) hour. If no response from the primary contractor is received within thirty (30) minutes or they cannot provide the services requested, the City reserves the right to call a secondary contractor. The secondary contractor must also respond to initial contact within thirty (30) minutes and have technicians en route within one (1) hour.

• Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time; this cost is to be included in the cost of service in the price per man-hour.

*Initial Contact: The first phone call placed or email sent from the City to the contractor.

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

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The 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.

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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.

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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.

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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.

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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

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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

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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 (15^{th}) 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.

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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:

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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,

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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. 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

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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

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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

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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. **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

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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 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**

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DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. 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-

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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

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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 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.

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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

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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

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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

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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.

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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

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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.

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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/
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.

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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,

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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. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

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

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$1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <u>WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE</u>

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. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>

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

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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.

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1 Hourly Rate: Non-Emergency - 7:00am - 5:00 pm Mon - Fri

Quantity: 1500 UOM: HR Price: $185.00 Total: $277,500.00

Item Notes: Please provide rate per hour. We estimate 1500 hours annually for non-emergency calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

2 Hourly Rate: Non-Emergency - Stay on job after 5:00pm

Quantity: 1000 UOM: HR Price: $220.00 Total: $220,000.00

Item Notes: Please provide rate per hour. We estimate 1000 hours annually for non-emergency after hours calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

3 Hourly Rate: Emergency Repairs

Quantity: 1500 UOM: HR Price: $250.00 Total: $375,000.00

Item Notes: Please provide rate per hour. We estimate 1500 hours annually for emergency calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

4 Parts: Percent Mark-up

(Line excluded from response total)

Quantity: 1 UOM: Percent Total: 25%

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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.**

Prime Controls, L.P.

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

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

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

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 relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

[ ] Yes [X] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

[ ] Yes [X] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

[ ] Yes [X] No

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

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

5 Signed by: Jace McMel 7B1CB951E12743E...

Signature of vendor doing business with the governmental entity

6/19/2026

Date

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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: 46560872-DFBD-817B-8018-C668C51336E4
Status: Sent
Subject: Please DocuSign: City Council Contract 9011 SCADA Maintenance & Services- Prime Controls
Source Envelope:
Document Pages: 37
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Gabby Leeper
901B Texas Street
Denton, TX 76209
Gabby.Leeper@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
6/10/2026 10:45:37 AM
Holder: Gabby Leeper
Gabby.Leeper@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Gabby Leeper Gabby.Leeper@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 6/10/2026 10:50:27 AM Viewed: 6/10/2026 10:52:52 AM Signed: 6/10/2026 10:53:15 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/10/2026 10:53:17 AM Viewed: 6/10/2026 1:34:49 PM Signed: 6/10/2026 1:35:20 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 6/10/2026 1:35:23 PM Viewed: 6/12/2026 5:00:38 PM Signed: 6/16/2026 3:41:42 PM
Jace McNiel contractreview@prime-controls.com President Prime Controls, LP Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/17/2026 1:16:34 PM ID: c3e22a07-af06-4c11-b59c-f16a3a09147b	Signed by: Jace McNiel 7B1CB951E12743E... Signature Adoption: Pre-selected Style Using IP Address: 47.189.149.193	Sent: 6/16/2026 5:57:36 PM Viewed: 6/17/2026 1:16:34 PM Signed: 6/19/2026 10:47:07 AM

Signer Events	Signature	Timestamp
Stephen D. Gay Stephen.Gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/6/2026 1:50:22 PM ID: 4c6d7e57-3387-4ed7-9503-622f0ae7e88b	Signed by:  FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 6/19/2026 10:47:09 AM Resent: 6/22/2026 4:36:45 PM Resent: 7/6/2026 11:04:53 AM Viewed: 7/6/2026 1:50:22 PM Signed: 7/6/2026 2:09:28 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 7/6/2026 2:09:32 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristy Fogle kristy.fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/10/2026 10:53:17 AM
Lain Cloy l.cloy@prime-controls.com Account Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 6/16/2026 5:57:38 PM Viewed: 6/17/2026 8:18:54 AM

Carbon Copy Events	Status	Timestamp
Accepted: 6/9/2020 10:22:20 AM ID: 9d5b81af-70fa-4c0a-bc1e-73c51fabf477		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/6/2026 2:09:32 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
John Dillard john.dillard@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/6/2026 1:01:15 PM ID: 39a3a661-dd75-4995-bd21-67ce79bb00c7		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2026 10:50:27 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

CITY OF DENTON PUBLIC UTILITIES BOARD MINUTES
July 13, 2026

After determining that a quorum was present of the Public Utilities Board of the City of Denton, convened in a Regular Meeting on Monday, July 13, 2026, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, and Thomas Plock

Also present: General Manager Antonio Puente, Jr., and First Assistant City Attorney Susan Keller

Absent:

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

There were no presentations from the public.

2. CONSENT AGENDA

The Consent Agenda consisted of Item 2 A-E.

Board Member Parker moved to recommend adoption of agenda items 2 A-E. Motion seconded by Board Member Plock; motion carried.
YES (6): Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, and Thomas Plock
NO (0):

A. PUB26-102 Consider recommending adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental Agreement No. 3 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 water utilities along IH-35E from Mayhill to Loop 288 more specifically called the IH-35E/Mayhill Utility Relocations Project (Utility ID No. U00008008) for water relocation efforts, within the County and City of Denton, Texas; providing for the expenditure of funds not to exceed an increase of Five Hundred Fifty-Six Thousand, Four Hundred Ninety-Six and 55/100 dollars ($556,496.55) therefore; and providing an effective date.

B. PUB26-103 Consider recommending adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental No. 1 to the Water and Wastewater Utility Relocation Standard Utility Agreement ("Agreement") by and between the City of Denton ("City") 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 relocation of city facilities of both water and wastewater utilities along I-35E from US 380/University to Milam Road (" Utility Relocations Project" (TxDOT CSJ# 0195-02-074)), within the County and City of Denton, Texas; providing for the expenditure of funds in an amount not to exceed $8,598,481.46 for water and wastewater utility relocation efforts; and providing an effective date.

C. PUB26-104 Consider recommending adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental No. 1 to the Water and Wastewater Utility Relocation Standard Utility Agreement ("Agreement") by and between the City of Denton ("City") 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 relocation of city facilities of both water and wastewater utilities along IH-35E from US 380/University to Milam Road (" Utility Relocations Project" (TxDOT CSJ# 0195-03-087)), within the County and City of Denton, Texas; providing for the expenditure of funds in an amount not to exceed $13,898,958.57 for water and wastewater utility relocation; and providing an effective date.

D. PUB26-105 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Samsara Inc., amending the contract approved by City Council on June 3, 2025, in the not-to-exceed amount of $434,929.00; said first amendment to provide additional devices for the light duty vehicles for the Solid Waste and Recycling Department; providing for the expenditure of funds therefor; and providing an effective date (File 8679 - providing for an additional first amendment expenditure amount not-to-exceed $73,685.00, with the total contract amount not-to-exceed $508,614.00).

E. PUB26-106 Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 9050 for electric substations transformer oil and breaker SF6 testing for Denton Municipal Electric; and providing an effective date (RFP 9050).

3. ITEMS FOR INDIVIDUAL CONSIDERATION

A. PUB26-108 Consider approval of the July 13, 2026 minutes.

Board Member Riback moved to recommend adoption of agenda item 3 A. Motion seconded by Board Member Newquist; motion carried.
YES (6): Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, and Thomas Plock
NO (0):

B. PUB26-113 Consider recommending approval of a resolution of the City of Denton, Texas authorizing the submission of an application to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grant Program in an amount up to $35,000,000 for the funding of an Advanced Metering Infrastructure project; designating the City Manager as the authorized representative of the City for the purposes of furnishing such information and executing such documents as may be required in connection with such grant application and the rules of the TWDB, and to take those actions necessary in connection with such application, award and administration of the grant; designating the City's financial advisor, engineer and

bond counsel and authorizing them to aid, assist and appear on behalf of the City before TWDB; approving the TWDB application filing and authorized representative resolution document and the execution thereof by the Mayor; and providing an effective date.

Kyle Pedigo presented and answered questions from the board.

Board Member Rayner moved to recommend approval of agenda item 3 B. Motion seconded by Board Member Plock; motion carried.
YES (6): Chair Devin Taylor, Lee Riback, Aaron Newquist, Robert Rayner, Susan Parker, and Thomas Plock

NO (0):

C. PUB26-107 Management Reports
1. Future Agenda Items
2. New Business Action Items

4. CONCLUDING ITEMS

WORK SESSION

A. PUB26-053 Receive a report, hold a discussion, and give staff direction regarding the Solid Waste, Water, Wastewater, Drainage, Electric, and Customer Service budgets.

Seth Herrell presented. Seth Herrell, Antonio Puente, Chris Lutrick, Christa Foster, Matt Hamilton, Stephen Gay, and Brenda Haney answered questions from the board.

With no further business, the meeting was adjourned at 10:40 am.

DEVIN TAYLOR
CHAIR
CITY OF DENTON, TEXAS
Minutes approved on: 07/27/26

GINA REDFEARN
ADMINISTRATIVE MANAGER
CITY OF DENTON, TEXAS

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Office of Strategy, Budget and Performance**

ACM: **Christine Taylor**

DATE: **July 27, 2026**

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates for Wastewater service; providing for a repealer; providing for a severability clause; and, providing an effective date.

BACKGROUND

The proposed FY 2026-2027 Wastewater Operating Budget and CIP was presented to the Public Utilities Board (PUB) on July 13, 2026.

The following summarizes the proposed changes to existing Wastewater rates:

- 9% rate increase for the following rate schedules:
  - Residential Wastewater Service
  - Mobile Home Park Wastewater Service
  - Commercial & Industrial Wastewater Service
  - Commercial & Industrial Wastewater Service (Sub-Metered)
  - Septage & Chemical Toilet Disposal
  - Equipment Services Facilities, Restaurants, Food Establishments
  - Metered Wastewater
  - Sale of Treated Effluent
  - Dyno Dirt Products

RECOMMENDATION

Staff recommends adoption of the Fiscal Year 2026-27 Wastewater Rates.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

City Council reviewed the Fiscal Year 2026-27 Operating Budget and proposed rates during the July 21, 2026 meeting.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Proposed Wastewater Rates - Redline
Exhibit 3 – Proposed Wastewater Rates – Clean

Respectfully submitted:
Aimee Kaslik
Chief Strategic Officer
Office of Strategy, Budget, & Performance

ORDINANCE NO. 2~~5~~6-_____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE SCHEDULE OF RATES AND FEES FOR WASTEWATER SERVICE; REPEALING ORDINANCE NO. 24-~~236~~2630; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

WASTEWATER RATE SCHEDULES

SR	Residential Wastewater Service	3
SMH	Mobile Home Park Wastewater Service	6
SC	Commercial and Industrial Wastewater Service	9
SCD	Commercial/Industrial Wastewater Service Which Measures With Dedicated Water Meters (Sub-meters); Water For Wastewater Billing	13
SCS	Commercial/Industrial Wastewater Service Which Measures With Dedicated Water Meters (Sub-meters); Water Excluded From Wastewater Billing	16
SCH	Septage & Chemical Toilet Disposal at the Pecan Creek Water Reclamation Plant Septage Transfer Station	19
SEE	Equipment Services Facilities and Restaurants & Food Service Establishments Wastewater Service	21
SM	Metered Wastewater Inside and Outside Corporate Limits	24
SGE	Sale of Treated Wastewater Effluent	26
SSC	Wholesale Wastewater Treatment Service for a Governmental Agency, Division or Subdivision	28
CWM	DYNO Dirt Products	30
ST	Wastewater Tap and Manhole Fees	32
STE	Treated Effluent Wastewater Tap Fees	33

OSSF	On-Site Sewage Facility Permit Fees	34
SWP	Collection and Transportation Services Permit	35
SD	Storm Drainage Fees	38
SDI	Stormwater Reinspection Fee	40
	Special Facilities Rider	41

OTHER TERMS AND ACRONYMS USED IN RATE SCHEDULES:

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

SCHEDULE SR

RESIDENTIAL WASTEWATER SERVICE
(Effective 10/01/2~~5~~6)

APPLICATION

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

Not applicable for sub-billing or other similar user.

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

(1)	Facility Charge	$~~15.04~~16.39/bill
(2)	Volume Charge	$~~5.19~~5.66/1,000 gallons effluent

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

(1)	Facility Charge	$~~17.44~~19.01/bill
(2)	Volume Charge	$~~6.02~~6.56/1,000 gallons effluent

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

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

MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

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

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

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

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

PAYMENT

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

SPECIAL FACILITIES

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

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

		SRNI Inside Corporate Limits	**SRNO** Outside Corporate Limits
(1)	Facility Charge	$~~15.04~~16.39/bill	$~~17.44~~19.01/bill
(2)	Volume Charge	$~~5.19~~5.66/1,000 gals	$~~6.02~~6.56/1,000 gals

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

MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

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

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

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

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SMH

MOBILE HOME PARK WASTEWATER SERVICE
(Effective 10/01/2~~5~~6)

APPLICATION

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

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

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

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

(1) Facility Charge $~~36.25~~39.51/bill

(2) Volume Charge $~~5.19~~5.66/1,000 gallons effluent

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

(1) Facility Charge $~~41.71~~45.46/bill

(2) Volume Charge $~~6.02~~6.56/1,000 gallons effluent

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

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

MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

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

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

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

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

PAYMENT

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

SPECIAL FACILITIES

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

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

		SMNI Inside Corporate Limits	**SMNO** Outside Corporate Limits
(1)	Facility Charge	$~~36.25~~39.51/bill	$~~41.71~~45.46/bill
(2)	Volume Charge	$~~5.19~~5.66/1,000 gals	$~~6.02~~6.56/1,000 gals

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

MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

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

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

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SC

COMMERCIAL AND INDUSTRIAL WASTEWATER SERVICE
(Effective 10/01/2~~5~~6)

REGULAR COMMERCIAL

APPLICATION

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

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

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

(1) Facility Charge $~~36.25~~39.51/bill

(2) Volume Charge $~~6.63~~7.23/1,000 gallons effluent

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

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

PRETREATMENT/PROGRAM CHARGES

(SCA) (1) Categorical Customer $444.00/bill

(SCB) (2) Non-categorical Customer $ 55.50/bill

SAMPLING AND ANALYSIS CHARGES

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $177.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

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

(1) Facility Charge $~~41.71~~45.46/bill

(2) Volume Charge $~~7.53~~8.21/1,000 gallons effluent

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

MINIMUM BILLING

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

VOLUME CHARGE

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

Formula:

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

COMMERCIAL AND INDUSTRIAL SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

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

		SCNI Inside Corporate Limits	**SCNO** Outside Corporate Limits
(1)	Facility Charge	$~~36.25~~39.51/bill	$~~41.71~~45.46/bill
(2)	Volume Charge	$~~6.63~~7.23/1,000 gals	$~~7.53~~8.21/1,000 gals

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

MINIMUM BILLING

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

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

or

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

VOLUME CHARGE

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

Formula:

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

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

PRETREATMENT/PROGRAM CHARGES (As applicable)

(SCOA) (1) Categorical Customer $444.00/bill

(SCOB) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

COMMERCIAL AND INDUSTRIAL SURCHARGE

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

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)
$0.42 per pound of Total Suspended Solids (TSS)

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

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

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SCD

COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE
WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS),
WATER FOR WASTEWATER BILLING
(Effective 10/01/2~~5~~6)

APPLICATION

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

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

MONTHLY RATE

(1) Facility Charge	Billing Per Bill
3/4" Meter	$~~32.03~~34.91
1" Meter	$~~45.34~~49.42
1-1/2" Meter	$~~54.83~~59.76
2" Meter	$~~73.00~~79.57
3" Meter	$~~156.41~~170.49
4" Meter	$~~310.18~~338.10
6" Meter	$~~423.96~~462.12
8" Meter	$~~593.99~~647.45
10" Meter	$~~850.15~~926.66
(2) Volume Charge	$~~6.63~~7.23/1,000 gallons effluent

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

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

COMMERCIAL AND INDUSTRIAL SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

VOLUME CHARGE

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

Formula:

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

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

PRETREATMENT/PROGRAM CHARGES (As applicable)

(**SCDA**) (1) Categorical Customer $444.00/bill

(**SCDB**) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

SCHEDULE SCS

COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE
WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS),
WATER EXCLUDED FROM WASTEWATER BILLING
(Effective 10/01/2~~5~~6)

APPLICATION

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

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

MONTHLY RATE

(1) Facility Charge	Billing Per Bill
3/4" Meter	$~~32.03~~34.91
1" Meter	$~~45.34~~49.42
1-1/2" Meter	$~~54.83~~59.76
2" Meter	$~~73.00~~79.57
3" Meter	$~~156.41~~170.49
4" Meter	$~~310.18~~338.10
6" Meter	$~~423.96~~462.12
8" Meter	$~~593.99~~647.45
10" Meter	$~~850.15~~926.66

(2) Volume Charge – None

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

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

WASTEWATER SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

VOLUME CHARGE EXCLUSION

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

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

PRETREATMENT/PROGRAM CHARGES (As applicable)

(**SCSA**) (1) Categorical Customer $444.00/bill

(**SCSB**) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

SCHEDULE SCH

SEPTAGE & CHEMICAL TOILET DISPOSAL
AT THE PECAN CREEK WATER RECLAMATION PLANT
SEPTAGE TRANSFER STATION
(Effective 10/01/2~~5~~6)

PERMIT REQUIRED

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

APPLICATION

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

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

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

RATE

(1) Facility Charge	$~~7.94~~8.65/bill
(2) Volume Charge	$~~50.87~~55.45/1,000 gallons
(3) Application Fee	$300.00/per calendar year
(4) Vehicle Permit Fee	$300.00/per vehicle per calendar year
(5) Waste Manifests	$165.00/per book of 100

MINIMUM BILLING

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

PAYMENT

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

VOLUME CHARGE

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

TERMS AND RENEWAL

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

SCHEDULE SEE

EQUIPMENT SERVICES FACILITIES AND
RESTAURANTS & FOOD SERVICE ESTABLISHMENTS
WASTEWATER SERVICE
(Effective 10/01/2~~5~~6)

APPLICATION

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

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

MONTHLY RATE **(SEE)**

(1)	Facility Charge	$~~36.25~~39.51/bill
(2)	Volume Charge	$~~9.22~~10.05/1,000 gallons effluent

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

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

PRETREATMENT / PROGRAM CHARGES (As Applicable)

(SEA)	(1)	Categorical	$444.00/bill
(SEB)	(2)	Non-categorical	$55.50/bill

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

SAMPLING/ANALYSIS CHARGES (As Applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

"SEE" RATE EXEMPTIONS

(1) Customers under the SEE rate shall be charged the SC rate if only pre-wrapped and preprocessed foods are served from their premises and no food processing is performed on the premises so that only minimal organic material is discharged to the sanitary sewer. The exemption for the SEE class shall be determined by the City of Denton Environmental Health Services Food Inspection Division.

(2) Customers under the SEE rates shall be charged the SC rate plus the applicable industrial surcharge if the customer:

(a) Installs a wastewater sampling manhole on the sanitary sewer discharge line;

(b) Agrees to pay for the City to sample and analyze, quarterly, or at the request of the user; more frequently for the purposes of averaging quarterly samples, the wastewater discharge for the following: Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), and Fats, Oils and Grease (FOG), based on the actual costs; and

(c) Agrees to pay, based on the industrial surcharge formula, a surcharge on all wastewater discharged that is in excess of 500 mg/l of BOD and 600 TSS as determined by the monitoring performed in Section 2(b).

MINIMUM BILLING

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

WASTEWATER SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

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

SCHEDULE SM

METERED WASTEWATER INSIDE AND OUTSIDE
CORPORATE LIMITS
(Effective 10/01/2~~5~~6)

APPLICATION

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

MONTHLY RATE		**SMI** Inside Corporate Limits	**SMO** Outside Corporate Limits
(1)	Facility Charge	$~~442.98~~482.85/bill	$~~494.41~~538.91/bill
(2)	Volume Charge	$~~6.63~~7.23/1,000 gals	$~~7.53~~8.21/1,000 gals

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

(3) Pretreatment/Program Charge (As Applicable)

(SMA) (1) Categorical $444.00/bill

(SMB) (2) Non-categorical $55.50/bill

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

SAMPLING/ANALYSIS CHARGE (As Applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

WASTEWATER SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

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

SCHEDULE SGE

SALE OF ~~TREATED WASTEWATER EFFLUENT~~RECLAIMED WATER
(Effective 10/01/2~~5~~6)

APPLICATION

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

The resale of ~~treated wastewater effluent~~reclaimed water is prohibited. Any use of ~~treated wastewater effluent~~reclaimed water for ~~non-~~potable purposes is prohibited. Use of reclaimed water shall comply with all applicable federal, state, and local regulations, including any City requirements related to approved uses, customer registration, site controls, hauling, storage, signage, and prevention of cross-connections.

PRODUCT AVAILABILITY

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

MONTHLY RATES

(1)	Facility Charge		Per Bill
	3/4“	Meter	$~~27.56~~30.04
	1”	Meter	$~~39.03~~42.54
	1-1/2”	Meter	$~~47.20~~51.45
	2”	Meter	$~~62.83~~68.48
	3”	Meter	$~~134.67~~146.79
	4”	Meter	$~~267.01~~291.04
	6”	Meter	$~~364.96~~397.81
	8”	Meter	$~~511.33~~557.35
	10”	Meter	$~~731.87~~797.74
(2)	Volume Charge		$~~2.78~~3.03/1,000 gallons

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

$$\frac{\text{Effluent volume (gal)} \times \text{~~Rate~~Volume Charge ~~per 1,000 gallons~~}}{1{,}000}$$

Commented [LG1]: Moving Schedule SGE to the Water ordinance. Have also prepared a stand-alone Reclaimed Water ordinance for consideration.

SCHEDULE SSC

WHOLESALE WASTEWATER TREATMENT SERVICE FOR A GOVERNMENTAL AGENCY, DIVISION, OR SUBDIVISION
(Effective 10/01/2~~5~~6)

APPLICATION

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

MONTHLY RATES

(1)	Facility Charge	$305.97/bill
(2)	Pretreatment/Program Charge (As Applicable)	
	(A) Categorical	$444.00/bill
	(B) Non-categorical	$55.50/bill
(3)	Volume Charge	$3.11/1,000 gallons

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

SAMPLING/ANALYSIS CHARGE (As Applicable)

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

MINIMUM BILLING

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

WHOLESALE SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

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

SCHEDULE CWM

DYNO DIRT PRODUCTS
(Effective 10/01/2~~5~~6)

APPLICATION

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

RATES

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

(A)	Compost		
	(1)	Dyno Soil (Top Soil Blend)	$~~42.20~~46.00/Cubic Yard
	(2)	Dyno Dirt	$~~36.65~~39.95/Cubic Yard
	(3)	Dyno Dirt (Bagged)	$~~6.10~~6.65/Per Bag
	(4)	Dyno Lite	$~~36.65~~39.95/Cubic Yard
(B)	Wood Mulch		
	(1)	Dyno Double Grind	$~~21.40~~23.33/Cubic Yard
(C)	Dyno Mulch		
	(1)	Dyno Dirt	$~~36.65~~39.95/Cubic Yard

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

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

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

PRODUCT AVAILABILITY

The City of Denton produces Dyno Dirt products throughout the year in varying limited quantities. The City of Denton does not guarantee the availability of any product, and expressly reserves the right to restrict the sale of any product based upon available volumes.

LOCATION

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

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

WHOLESALE PURCHASES

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

SCHEDULE ST

WASTEWATER TAP, ~~AND~~ MANHOLE, AND INFRASTRUCTURE INSTALLATION FEES
(Effective 10/01/2~~5~~6)

~~APPLICATION~~

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

~~TAP FEES~~

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

~~WASTEWATER TAPS WITH CLEANOUT~~

~~Size of Tap Paved or Unpaved Street~~

~~4 inch Actual cost per tap~~
~~6 inch Actual cost per tap~~
~~8 inch Actual cost per tap~~

~~MANHOLE BREAKOUT FEE~~

~~6" 12" Line $165.00~~

~~FEES FOR INSTALLATIONS NOT LISTED~~

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

APPLICATION

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

The requestor shall pay in advance a deposit based upon the estimated cost of such installation, or

similar work, plus an administrative charge of 20%. Upon completion of the installation or similar work requested, the customer shall be billed at actual cost, as determined by the Wastewater Utility Department, plus a 20% administrative charge. Any excess deposit shall be refunded to the customer.

SCHEDULE STE

TREATED EFFLUENT WASTEWATER TAP FEES
(Effective 10/01/2~~5~~6)

APPLICATION

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

TAP FEES

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

REUSE WASTEWATER LINE TAPS

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

FEES FOR INSTALLATIONS NOT LISTED

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

SCHEDULE OSSF

ON-SITE SEWAGE FACILTY PERMIT FEES
(Effective 10/01/2~~5~~6)

APPLICATION

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

OSSF PERMIT FEES

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

New Construction of aerobic treatment systems	$500.00
Reinspection Fee of aerobic treatment systems	$250.00
New Construction of non-aerobic treatment systems	$300.00
Reinspection Fee of non-aerobic treatment systems	$150.00
Repair or Alteration fees (All types of OSSF's)	$200.00

SCHEDULE SWP

COLLECTION AND TRANSPORTATION SERVICES PERMIT
(Effective 10/01/2~~5~~6)

Any person, entity, or business engaged in the collection and transport of waste, recyclables, or other materials as classified within this rate schedule (Operator), and operating within the City of Denton must possess a current permit issued from the City prior to providing collection and transportation services. Any private container located within the City of Denton for use in waste and recyclables collection services is required to be permitted.

Permits for collection and transportation services are required for, but are not limited to, the following wastes and recyclables classifications, hereinafter referred to as Special Waste:

- Special Waste
- Medical Waste
- Hazardous Waste
- Grease & Grit Trap Waste
- Commercial and Industrial Recyclable Materials – containerized and baled
- Construction and Demolition (C&D) materials, recyclables, reusables, and discarded C&D materials
- Waste and recyclable collection service providers operating in newly annexed areas, or contract service providers for the city
- Refuse or recyclables that the City does not collect and transport.
- Waste Cooking Oil

An Operator shall apply for a permit from the city and shall pay the required application fees at the time of permit application. All permits are non-transferable and are granted as non-exclusive service permits. Granting permits will be at the discretion of the City to meet the needs of the community. The Operator must pay the required fees and meet all permit requirements prior to the issuance of a permit. Applicants must have a valid vehicle inspection and a valid permit issued by the Texas Commission of Environmental Quality (TCEQ) and a proof of insurance to be permitted.

Granting of Permit
As a condition of granting a permit, the person or entity receiving such permit (Permittee) agrees to execute and comply with all requirements of the service agreement, carry specific types and amounts of insurance as required by the City, submit reports, and pay the necessary fees by the specified due date. Following the granting of a permit, permit stickers shall be issued by the City and shall be placed by the Permittee on all vehicles operating within the city limits of Denton. Collection and transportation vehicles operating in Denton are required to display a current and valid calendar year permit decal at all times. If decals are lost by the Permittee, and are not visible on their vehicles, then the vehicles must be re-permitted by the Permittee, and all appropriate fees paid, prior to the vehicles or containers being placed in service within Denton's city limits. The City of Denton is not responsible for lost decals.

Exclusions
Individuals living within the City limits of Denton, and hauling personal materials, wastes, or

recyclables from their primary living residence are exempt from the requirements in this schedule SWP.

Any person, who transports Special Waste three or fewer times per year, shall register with the City on the forms provided for that purpose. No annual service fees are required, but registration and permitting through the City is required.

Fees

Collection and Transportation Services Permit Fees

Service Providers

Application Fee	Paid Annually	$200.00
Service Fees:	Per Vehicle	$400.00
Waste manifests:	Per Book of 100	$165.00

Service providers desiring to provide services in more than one service category are required to complete permit documentation and pay the applicable fees for each service category they desire to provide within Denton's City limits. All fees paid are nonrefundable.

Application and service fees will be billed to the applicant through City of Denton's Customer Service Department. Service fees are non-transferable between vehicles and are unit specific.

Violations / 'No Operations' Declaration

A person or business (legal entity) which has not been permitted by the City to operate within the City limits of Denton; or has been suspended by the City from operating within the City limits of Denton, Texas shall be charged a sum of up to $500.00 per day by the City, for each day the person or legal entity transports or collects Special Waste within the City prior to receipt of a City of Denton permit, or during any suspension of a permit period. Each day of operation without a permit warrants a separate charge and any person committing such is subject to being charged a sum of up to $500.00 for each day of operating without a valid permit. Following the receipt of a notice of suspension and prior to reinstatement to legally operate within the City limits of Denton, the Permittee must meet with the City staff to update their application and agreement and make payment of all amounts owed to the City related to this ordinance.

If any person or legal entity operates a vehicle, or allows the operation of a vehicle, within Denton's City limits which has not been permitted, operates any piece of equipment with an expired permit, commits a permit violation, or fails to make payment of the appropriate fees in a timely manner, the city will issue a 'No Operations' declaration to the person or legal entity, and assess all applicable permit violation fees. Once a person or legal entity has been issued a 'No Operations' declaration from the City, all services to be provided within Denton's City limits are required to cease. Following a meeting with the City staff, and the payment of all monies owed the City, the status of the permit will be determined by the City.

Revocation of Services & Non-Renewal of Permits

If the City finds any requirement of the permit has been violated or observes service providers operating within Denton's City limits without current permits, the City may institute a 'No Operations' declaration. Additionally, the City may revoke or not renew the service provider's permit, thereby requiring the service provider to cease all operations within the City limits of Denton.

Reclassification of Recyclables

Recyclables containing ten (10%) percent or more contamination, as determined by the City, will be considered refuse, and its collection may not be provided by service providers permitted under this ordinance. This material shall be reclassified as refuse and will be collected by the City of Denton. The Director of Solid Waste (Director) or the Director's designee, will make the final determination on whether stored recyclables contain excessive contamination, and may cause the reclassification of these materials to municipal solid waste (MSW), thereby negating the ability of a service provider to transport this material within Denton's City limits under their operating permit pursuant to this ordinance.

The City of Denton has the authority to inspect the contents of any container placed for pick up, or submitted for disposal in any manner at a location within Denton's City limits, in order to determine the materials content of the container, to ensure compliance with the contamination requirements, which shall not exceed 10%.

Terms and Renewal

Permits are issued annually, beginning December 1, and are effective from January 1, or the date of issuance, whichever is later, through December 31 of the same calendar year. The permit application process should be initiated, and fees should be paid as early as possible during the last quarter of each calendar year for the upcoming calendar year so that adequate time is available for review and processing of the application.

SCHEDULE SD

STORM DRAINAGE FEES
(Effective 10/01/2~~5~~6)

APPLICATION

Applicable to all real property and appurtenances owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The Storm Drainage fee charged to each tract of real property is based upon the amount of impervious surface cover that results in water runoff or water quality impacts into the City of Denton drainage system.

MONTHLY FEE – RESIDENTIAL **(SDR)**

The residential fee is applicable to all single-family through fourplex real properties located within the corporate limits of the City of Denton, Texas, for which impervious surfaces can be individually identified. The residential fee is established by utilizing a block system. The fee charged in each fee block is set forth and established as follows:

Fee Block	Per Bill
0 – 600 Square Feet	$~~0.50~~0.53
601 – 1,000 Square Feet	$~~1.00~~1.05
1,001 – 2,000 Square Feet	$~~3.35~~3.52
2,001 – 3,000 Square Feet	$~~5.45~~5.72
3,001 – 4,000 Square Feet	$~~7.60~~7.98
4,001 – 5,000 Square Feet	$~~9.75~~10.24
5,001 – 6,000 Square Feet	$~~12.00~~12.60
Over 6,000 Square Feet	$~~15.50~~16.28

MONTHLY FEE – NON-RESIDENTIAL **(SDN)**

The non-residential fee is applicable to all other real property owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The non-residential fee is based upon the total square footage of impervious surface cover measured for each customer or owner.

Formula:
Measured Square Footage of Impervious Surface Cover x $~~0.00186~~0.00195 per bill

EXEMPTIONS

The following real property owned and located within the corporate limits of the City of Denton, Texas shall be exempt from imposition of the residential fee or the non-residential fee:

1. Real property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system, not draining into the City of Denton drainage system, upon the real property's

inspection and certification by the City; or

2. Real property held and maintained in its natural state, until such time that the real property is developed, and all the public infrastructure constructed thereon has been accepted by the City; or

3. Real property, consisting of an unimproved subdivided lot, until such time as a structure has been built on the lot and a certificate of occupancy has been issued by the City.

No other exemptions to the residential fees or the non-residential fees are applicable.

SCHEDULE SDI

STORMWATER REINSPECTION FEE
(Effective 10/01/2~~5~~6)

APPLICATION

Applicable to active construction or land disturbing activities located within the corporate limits of the City of Denton, Texas. The Stormwater Reinspection Fee is charged to operators or designated representatives of projects where land disturbing activity, as defined by Denton Development Code, is occurring, including new construction, demolition, and redevelopment.

RATE

Reinspection fees for initial or periodic inspection resulting in non-compliance, notices of violation, or stop-work orders shall apply. Fees may be waived at discretion of the inspector in accordance with department guidelines for mitigating circumstances.

Fee: $167.00/site inspection

SPECIAL FACILITIES RIDER
(Effective 10/01/2~~5~~6)

(1) If a customer service request for a special or unusual service not otherwise provided for by this Wastewater rate ordinance, or requires facilities and devices which are not normally and readily available at the location at which the customer requests the service, then the City shall provide the service subject to the requirements of paragraph 2 and 3 of this rider.

(2) The total cost of all facilities required to meet the customer's special requirements which are incurred by the City in connection with rendering the service shall be established by a contract entered into between the City and the customer. Said contract shall be signed by both parties prior to the City providing the requested service to the customer.

(3) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council prior to being entered into by the City.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council prior to being entered into by the City.

SECTION 2. Ordinance 24-~~2362~~2630 is hereby repealed as of the effective date of this ordinance.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all wastewater service rendered on and after October 1, 2026~~5~~, and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

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

	Aye	Nay	Abstain	Absent
Mayor ~~Gerard Hudspeth~~ Chris Watts:	_____	_____	_____	_____
~~Vicki Byrd~~Jordan Villarreal, District 1:		_____		_____
~~Brian Beck~~ Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
~~Brandon Chase McGee~~George Ferrie, At Large Place 5:		_____	_____	_____
~~Chris Watts~~Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 202~~5~~6.

_____
~~GERARD HUDSPETH~~CHRIS WATTS, MAYOR

ATTEST:
~~LAUREN THODEN~~KRISTI FOGLE, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE SCHEDULE OF RATES AND FEES FOR WASTEWATER SERVICE; REPEALING ORDINANCE NO. 24-2630; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

WASTEWATER RATE SCHEDULES

SR	Residential Wastewater Service	3
SMH	Mobile Home Park Wastewater Service	6
SC	Commercial and Industrial Wastewater Service	9
SCD	Commercial/Industrial Wastewater Service Which Measures With Dedicated Water Meters (Sub-meters); Water For Wastewater Billing	13
SCS	Commercial/Industrial Wastewater Service Which Measures With Dedicated Water Meters (Sub-meters); Water Excluded From Wastewater Billing	16
SCH	Septage & Chemical Toilet Disposal at the Pecan Creek Water Reclamation Plant Septage Transfer Station	19
SEE	Equipment Services Facilities and Restaurants & Food Service Establishments Wastewater Service	21
SM	Metered Wastewater Inside and Outside Corporate Limits	24
SGE	Sale of Treated Wastewater Effluent	26
SSC	Wholesale Wastewater Treatment Service for a Governmental Agency, Division or Subdivision	28
CWM	DYNO Dirt Products	30
ST	Wastewater Tap and Manhole Fees	32
STE	Treated Effluent Wastewater Tap Fees	33

OSSF	On-Site Sewage Facility Permit Fees	34
SWP	Collection and Transportation Services Permit	35
SD	Storm Drainage Fees	38
SDI	Stormwater Reinspection Fee	40
	Special Facilities Rider	41

OTHER TERMS AND ACRONYMS USED IN RATE SCHEDULES:

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

SCHEDULE SR

RESIDENTIAL WASTEWATER SERVICE
(Effective 10/01/26)

APPLICATION

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

Not applicable for sub-billing or other similar user.

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

(1)	Facility Charge	$16.39/bill
(2)	Volume Charge	$5.66/1,000 gallons effluent

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

(1)	Facility Charge	$19.01/bill
(2)	Volume Charge	$6.56/1,000 gallons effluent

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

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

MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

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

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

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

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

PAYMENT

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

SPECIAL FACILITIES

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

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

		SRNI Inside Corporate Limits	**SRNO** Outside Corporate Limits
(1)	Facility Charge	$16.39/bill	$19.01/bill
(2)	Volume Charge	$5.66/1,000 gals	$6.56/1,000 gals

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

MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

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

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

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

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SMH

MOBILE HOME PARK WASTEWATER SERVICE
(Effective 10/01/26)

APPLICATION

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

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

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

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

(1) Facility Charge $39.51/bill

(2) Volume Charge $5.66/1,000 gallons effluent

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

(1) Facility Charge $45.46/bill

(2) Volume Charge $6.56/1,000 gallons effluent

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

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

MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

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

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

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

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

PAYMENT

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

SPECIAL FACILITIES

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

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

		SMNI Inside Corporate Limits	**SMNO** Outside Corporate Limits
(1)	Facility Charge	$39.51/bill	$45.46/bill
(2)	Volume Charge	$5.66/1,000 gals	$6.56/1,000 gals

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

MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

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

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

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SC

COMMERCIAL AND INDUSTRIAL WASTEWATER SERVICE
(Effective 10/01/26)

REGULAR COMMERCIAL

APPLICATION

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

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

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

(1) Facility Charge $39.51/bill

(2) Volume Charge $7.23/1,000 gallons effluent

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

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

PRETREATMENT/PROGRAM CHARGES

(SCA) (1) Categorical Customer $444.00/bill

(SCB) (2) Non-categorical Customer $ 55.50/bill

SAMPLING AND ANALYSIS CHARGES

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $177.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

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

(1) Facility Charge $45.46/bill

(2) Volume Charge $8.21/1,000 gallons effluent

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

MINIMUM BILLING

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

VOLUME CHARGE

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

Formula:

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

COMMERCIAL AND INDUSTRIAL SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

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

		SCNI Inside Corporate Limits	**SCNO** Outside Corporate Limits
(1)	Facility Charge	$39.51/bill	$45.46/bill
(2)	Volume Charge	$7.23/1,000 gals	$8.21/1,000 gals

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

MINIMUM BILLING

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

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

or

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

VOLUME CHARGE

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

Formula:

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

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

PRETREATMENT/PROGRAM CHARGES (As applicable)

(SCOA) (1)	Categorical Customer	$444.00/bill
(SCOB) (2)	Non-categorical Customer	$55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

COMMERCIAL AND INDUSTRIAL SURCHARGE

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

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)
$0.42 per pound of Total Suspended Solids (TSS)

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

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

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SCD

COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE
WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS),
WATER FOR WASTEWATER BILLING
(Effective 10/01/26)

APPLICATION

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

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

MONTHLY RATE

(1)	Facility Charge	Billing Per Bill
	3/4" Meter	$34.91
	1" Meter	$49.42
	1-1/2" Meter	$59.76
	2" Meter	$79.57
	3" Meter	$170.49
	4" Meter	$338.10
	6" Meter	$462.12
	8" Meter	$647.45
	10" Meter	$926.66
(2)	Volume Charge	$7.23/1,000 gallons effluent

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

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

COMMERCIAL AND INDUSTRIAL SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

VOLUME CHARGE

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

Formula:

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

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

PRETREATMENT/PROGRAM CHARGES (As applicable)

(**SCDA**) (1) Categorical Customer $444.00/bill

(**SCDB**) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

SCHEDULE SCS

COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE
WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS),
WATER EXCLUDED FROM WASTEWATER BILLING
(Effective 10/01/26)

APPLICATION

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

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

MONTHLY RATE

(1) Facility Charge

	Billing Per Bill
3/4" Meter	$34.91
1" Meter	$49.42
1-1/2" Meter	$59.76
2" Meter	$79.57
3" Meter	$170.49
4" Meter	$338.10
6" Meter	$462.12
8" Meter	$647.45
10" Meter	$926.66

(2) Volume Charge – None

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

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

WASTEWATER SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

VOLUME CHARGE EXCLUSION

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

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

PRETREATMENT/PROGRAM CHARGES (As applicable)

(**SCSA**) (1) Categorical Customer $444.00/bill

(**SCSB**) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

SCHEDULE SCH

SEPTAGE & CHEMICAL TOILET DISPOSAL
AT THE PECAN CREEK WATER RECLAMATION PLANT
SEPTAGE TRANSFER STATION
(Effective 10/01/26)

PERMIT REQUIRED

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

APPLICATION

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

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

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

RATE

(1) Facility Charge	$8.65/bill
(2) Volume Charge	$55.45/1,000 gallons
(3) Application Fee	$300.00/per calendar year
(4) Vehicle Permit Fee	$300.00/per vehicle per calendar year
(5) Waste Manifests	$165.00/per book of 100

MINIMUM BILLING

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

PAYMENT

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

VOLUME CHARGE

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

TERMS AND RENEWAL

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

SCHEDULE SEE

EQUIPMENT SERVICES FACILITIES AND
RESTAURANTS & FOOD SERVICE ESTABLISHMENTS
WASTEWATER SERVICE
(Effective 10/01/26)

APPLICATION

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

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

MONTHLY RATE **(SEE)**

(1)	Facility Charge	$39.51/bill
(2)	Volume Charge	$10.05/1,000 gallons effluent

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

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

PRETREATMENT / PROGRAM CHARGES (As Applicable)

(SEA)	(1)	Categorical	$444.00/bill
(SEB)	(2)	Non-categorical	$55.50/bill

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

SAMPLING/ANALYSIS CHARGES (As Applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

"SEE" RATE EXEMPTIONS

(1) Customers under the SEE rate shall be charged the SC rate if only pre-wrapped and preprocessed foods are served from their premises and no food processing is performed on the premises so that only minimal organic material is discharged to the sanitary sewer. The exemption for the SEE class shall be determined by the City of Denton Environmental Health Services Food Inspection Division.

(2) Customers under the SEE rates shall be charged the SC rate plus the applicable industrial surcharge if the customer:

(a) Installs a wastewater sampling manhole on the sanitary sewer discharge line;

(b) Agrees to pay for the City to sample and analyze, quarterly, or at the request of the user; more frequently for the purposes of averaging quarterly samples, the wastewater discharge for the following: Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), and Fats, Oils and Grease (FOG), based on the actual costs; and

(c) Agrees to pay, based on the industrial surcharge formula, a surcharge on all wastewater discharged that is in excess of 500 mg/l of BOD and 600 TSS as determined by the monitoring performed in Section 2(b).

MINIMUM BILLING

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

WASTEWATER SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

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

SCHEDULE SM

METERED WASTEWATER INSIDE AND OUTSIDE
CORPORATE LIMITS
(Effective 10/01/26)

APPLICATION

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

MONTHLY RATE		**SMI** Inside Corporate Limits	**SMO** Outside Corporate Limits
(1)	Facility Charge	$482.85/bill	$538.91/bill
(2)	Volume Charge	$7.23/1,000 gals	$8.21/1,000 gals

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

(3) Pretreatment/Program Charge (As Applicable)

(SMA) (1) Categorical $444.00/bill

(SMB) (2) Non-categorical $55.50/bill

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

SAMPLING/ANALYSIS CHARGE (As Applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

WASTEWATER SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

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

SCHEDULE SGE

SALE OF RECLAIMED WATER
(Effective 10/01/26)

APPLICATION

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

The resale of reclaimed water is prohibited. Any use of reclaimed water for potable purposes is prohibited. Use of reclaimed water shall comply with all applicable federal, state, and local regulations, including any City requirements related to approved uses, customer registration, site controls, hauling, storage, signage, and prevention of cross-connections.

PRODUCT AVAILABILITY
Reclaimed water is available for resale only if volumes are available. Supplies may be limited or unavailable.

MONTHLY RATES

(1)	Facility Charge	Per Bill
	3/4“ Meter	$30.04
	1” Meter	$42.54
	1-1/2” Meter	$51.45
	2” Meter	$68.48
	3” Meter	$146.79
	4” Meter	$291.04
	6” Meter	$397.81
	8” Meter	$557.35
	10” Meter	$797.74
(2)	Volume Charge	$3.03/1,000 gallons

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

$$\frac{\text{Effluent volume (gal)}}{1{,}000} \times \text{Volume Charge}$$

SCHEDULE SSC

WHOLESALE WASTEWATER TREATMENT SERVICE FOR A GOVERNMENTAL AGENCY, DIVISION, OR SUBDIVISION
(Effective 10/01/26)

APPLICATION

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

MONTHLY RATES

(1) Facility Charge $305.97/bill

(2) Pretreatment/Program Charge (As Applicable)

(A) Categorical $444.00/bill

(B) Non-categorical $55.50/bill

(3) Volume Charge $3.11/1,000 gallons

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

SAMPLING/ANALYSIS CHARGE (As Applicable)

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

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

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

MINIMUM BILLING

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

WHOLESALE SURCHARGE

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

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

$0.42 per pound of Total Suspended Solids (TSS)

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

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

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

SCHEDULE CWM

DYNO DIRT PRODUCTS
(Effective 10/01/26)

APPLICATION

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

RATES

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

(A)	Compost		
	(1)	Dyno Soil (Top Soil Blend)	$46.00/Cubic Yard
	(2)	Dyno Dirt	$39.95/Cubic Yard
	(3)	Dyno Dirt (Bagged)	$6.65/Per Bag
	(4)	Dyno Lite	$39.95/Cubic Yard
(B)	Wood Mulch		
	(1)	Dyno Double Grind	$23.33/Cubic Yard
(C)	Dyno Mulch		
	(1)	Dyno Dirt	$39.95/Cubic Yard

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

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

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

PRODUCT AVAILABILITY

The City of Denton produces Dyno Dirt products throughout the year in varying limited quantities. The City of Denton does not guarantee the availability of any product, and expressly reserves the right to restrict the sale of any product based upon available volumes.

LOCATION

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

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

WHOLESALE PURCHASES

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

SCHEDULE ST

WASTEWATER TAP, MANHOLE, AND INFRASTRUCTURE INSTALLATION FEES
(Effective 10/01/26)

APPLICATION

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

The requestor shall pay in advance a deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation or similar work requested, the customer shall be billed at actual cost, as determined by the Wastewater Utility Department, plus a 20% administrative charge. Any excess deposit shall be refunded to the customer.

SCHEDULE STE

TREATED EFFLUENT WASTEWATER TAP FEES
(Effective 10/01/26)

APPLICATION

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

TAP FEES

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

REUSE WASTEWATER LINE TAPS

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

FEES FOR INSTALLATIONS NOT LISTED

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

SCHEDULE OSSF

ON-SITE SEWAGE FACILTY PERMIT FEES
(Effective 10/01/26)

APPLICATION

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

OSSF PERMIT FEES

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

New Construction of aerobic treatment systems	$500.00
Reinspection Fee of aerobic treatment systems	$250.00
New Construction of non-aerobic treatment systems	$300.00
Reinspection Fee of non-aerobic treatment systems	$150.00
Repair or Alteration fees (All types of OSSF's)	$200.00

SCHEDULE SWP

COLLECTION AND TRANSPORTATION SERVICES PERMIT
(Effective 10/01/26)

Any person, entity, or business engaged in the collection and transport of waste, recyclables, or other materials as classified within this rate schedule (Operator), and operating within the City of Denton must possess a current permit issued from the City prior to providing collection and transportation services. Any private container located within the City of Denton for use in waste and recyclables collection services is required to be permitted.

Permits for collection and transportation services are required for, but are not limited to, the following wastes and recyclables classifications, hereinafter referred to as Special Waste:

- Special Waste
- Medical Waste
- Hazardous Waste
- Grease & Grit Trap Waste
- Commercial and Industrial Recyclable Materials – containerized and baled
- Construction and Demolition (C&D) materials, recyclables, reusables, and discarded C&D materials
- Waste and recyclable collection service providers operating in newly annexed areas, or contract service providers for the city
- Refuse or recyclables that the City does not collect and transport.
- Waste Cooking Oil

An Operator shall apply for a permit from the city and shall pay the required application fees at the time of permit application. All permits are non-transferable and are granted as non-exclusive service permits. Granting permits will be at the discretion of the City to meet the needs of the community. The Operator must pay the required fees and meet all permit requirements prior to the issuance of a permit. Applicants must have a valid vehicle inspection and a valid permit issued by the Texas Commission of Environmental Quality (TCEQ) and a proof of insurance to be permitted.

Granting of Permit
As a condition of granting a permit, the person or entity receiving such permit (Permittee) agrees to execute and comply with all requirements of the service agreement, carry specific types and amounts of insurance as required by the City, submit reports, and pay the necessary fees by the specified due date. Following the granting of a permit, permit stickers shall be issued by the City and shall be placed by the Permittee on all vehicles operating within the city limits of Denton. Collection and transportation vehicles operating in Denton are required to display a current and valid calendar year permit decal at all times. If decals are lost by the Permittee, and are not visible on their vehicles, then the vehicles must be re-permitted by the Permittee, and all appropriate fees paid, prior to the vehicles or containers being placed in service within Denton's city limits. The City of Denton is not responsible for lost decals.

Exclusions
Individuals living within the City limits of Denton, and hauling personal materials, wastes, or

recyclables from their primary living residence are exempt from the requirements in this schedule SWP.

Any person, who transports Special Waste three or fewer times per year, shall register with the City on the forms provided for that purpose. No annual service fees are required, but registration and permitting through the City is required.

Fees

Collection and Transportation Services Permit Fees

Service Providers

Application Fee	Paid Annually	$200.00
Service Fees:	Per Vehicle	$400.00
Waste manifests:	Per Book of 100	$165.00

Service providers desiring to provide services in more than one service category are required to complete permit documentation and pay the applicable fees for each service category they desire to provide within Denton's City limits. All fees paid are nonrefundable.

Application and service fees will be billed to the applicant through City of Denton's Customer Service Department. Service fees are non-transferable between vehicles and are unit specific.

Violations / 'No Operations' Declaration

A person or business (legal entity) which has not been permitted by the City to operate within the City limits of Denton; or has been suspended by the City from operating within the City limits of Denton, Texas shall be charged a sum of up to $500.00 per day by the City, for each day the person or legal entity transports or collects Special Waste within the City prior to receipt of a City of Denton permit, or during any suspension of a permit period. Each day of operation without a permit warrants a separate charge and any person committing such is subject to being charged a sum of up to $500.00 for each day of operating without a valid permit. Following the receipt of a notice of suspension and prior to reinstatement to legally operate within the City limits of Denton, the Permittee must meet with the City staff to update their application and agreement and make payment of all amounts owed to the City related to this ordinance.

If any person or legal entity operates a vehicle, or allows the operation of a vehicle, within Denton's City limits which has not been permitted, operates any piece of equipment with an expired permit, commits a permit violation, or fails to make payment of the appropriate fees in a timely manner, the city will issue a 'No Operations' declaration to the person or legal entity, and assess all applicable permit violation fees. Once a person or legal entity has been issued a 'No Operations' declaration from the City, all services to be provided within Denton's City limits are required to cease. Following a meeting with the City staff, and the payment of all monies owed the City, the status of the permit will be determined by the City.

Revocation of Services & Non-Renewal of Permits

If the City finds any requirement of the permit has been violated or observes service providers operating within Denton's City limits without current permits, the City may institute a 'No Operations' declaration. Additionally, the City may revoke or not renew the service provider's permit, thereby requiring the service provider to cease all operations within the City limits of Denton.

Reclassification of Recyclables

Recyclables containing ten (10%) percent or more contamination, as determined by the City, will be considered refuse, and its collection may not be provided by service providers permitted under this ordinance. This material shall be reclassified as refuse and will be collected by the City of Denton. The Director of Solid Waste (Director) or the Director's designee, will make the final determination on whether stored recyclables contain excessive contamination, and may cause the reclassification of these materials to municipal solid waste (MSW), thereby negating the ability of a service provider to transport this material within Denton's City limits under their operating permit pursuant to this ordinance.

The City of Denton has the authority to inspect the contents of any container placed for pick up, or submitted for disposal in any manner at a location within Denton's City limits, in order to determine the materials content of the container, to ensure compliance with the contamination requirements, which shall not exceed 10%.

Terms and Renewal

Permits are issued annually, beginning December 1, and are effective from January 1, or the date of issuance, whichever is later, through December 31 of the same calendar year. The permit application process should be initiated, and fees should be paid as early as possible during the last quarter of each calendar year for the upcoming calendar year so that adequate time is available for review and processing of the application.

SCHEDULE SD

STORM DRAINAGE FEES
(Effective 10/01/26)

APPLICATION

Applicable to all real property and appurtenances owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The Storm Drainage fee charged to each tract of real property is based upon the amount of impervious surface cover that results in water runoff or water quality impacts into the City of Denton drainage system.

MONTHLY FEE – RESIDENTIAL **(SDR)**

The residential fee is applicable to all single-family through fourplex real properties located within the corporate limits of the City of Denton, Texas, for which impervious surfaces can be individually identified. The residential fee is established by utilizing a block system. The fee charged in each fee block is set forth and established as follows:

Fee Block	Per Bill
0 – 600 Square Feet	$0.53
601 – 1,000 Square Feet	$1.05
1,001 – 2,000 Square Feet	$3.52
2,001 – 3,000 Square Feet	$5.72
3,001 – 4,000 Square Feet	$7.98
4,001 – 5,000 Square Feet	$10.24
5,001 – 6,000 Square Feet	$12.60
Over 6,000 Square Feet	$16.28

MONTHLY FEE – NON-RESIDENTIAL **(SDN)**

The non-residential fee is applicable to all other real property owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The non-residential fee is based upon the total square footage of impervious surface cover measured for each customer or owner.

Formula:
Measured Square Footage of Impervious Surface Cover x $0.00195 per bill

EXEMPTIONS

The following real property owned and located within the corporate limits of the City of Denton, Texas shall be exempt from imposition of the residential fee or the non-residential fee:

1. Real property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system, not draining into the City of Denton drainage system, upon the real property's

inspection and certification by the City; or

2. Real property held and maintained in its natural state, until such time that the real property is developed, and all the public infrastructure constructed thereon has been accepted by the City; or

3. Real property, consisting of an unimproved subdivided lot, until such time as a structure has been built on the lot and a certificate of occupancy has been issued by the City.

No other exemptions to the residential fees or the non-residential fees are applicable.

SCHEDULE SDI

STORMWATER REINSPECTION FEE
(Effective 10/01/26)

APPLICATION

Applicable to active construction or land disturbing activities located within the corporate limits of the City of Denton, Texas. The Stormwater Reinspection Fee is charged to operators or designated representatives of projects where land disturbing activity, as defined by Denton Development Code, is occurring, including new construction, demolition, and redevelopment.

RATE

Reinspection fees for initial or periodic inspection resulting in non-compliance, notices of violation, or stop-work orders shall apply. Fees may be waived at discretion of the inspector in accordance with department guidelines for mitigating circumstances.

Fee: $167.00/site inspection

SPECIAL FACILITIES RIDER
(Effective 10/01/26)

(1) If a customer service request for a special or unusual service not otherwise provided for by this Wastewater rate ordinance, or requires facilities and devices which are not normally and readily available at the location at which the customer requests the service, then the City shall provide the service subject to the requirements of paragraph 2 and 3 of this rider.

(2) The total cost of all facilities required to meet the customer's special requirements which are incurred by the City in connection with rendering the service shall be established by a contract entered into between the City and the customer. Said contract shall be signed by both parties prior to the City providing the requested service to the customer.

(3) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council prior to being entered into by the City.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council prior to being entered into by the City.

SECTION 2. Ordinance 24-2630 is hereby repealed as of the effective date of this ordinance.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all wastewater service rendered on and after October 1, 2026, and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

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

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1: _____		_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, 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: **Office of Strategy, Budget, and Performance**

ACM: **Christine Taylor**

DATE: **July 27, 2026**

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates for Electric service; providing for a repealer; providing for a severability clause; and, providing an effective date.

BACKGROUND

The proposed FY 2026-2027 Electric Operating Budget and CIP was presented to the Public Utilities Board (PUB) on July 13, 2026.

The following summarizes the proposed changes to the existing Electric rate schedule:

- 3% base rate increase (effectively 1.5% increase)
- Energy Cost Adjustment (ECA) and Transmission Cost Recovery Factor (TCRF) are pass through charges reviewed and adjusted quarterly.

RECOMMENDATION

Staff recommends adoption of the Fiscal Year 2026-27 Electric Rates.

ESTIMATED SCHEDULE OF PROJECT

Adoption of the budget is scheduled for September 22, 2026.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The proposed Electric Fiscal Year 2026-27 Operating and Capital Budget was presented to City Council on July 21, 2026.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Electric Rate Ordinance - Redline
Exhibit 3 – Electric Rate Ordinance - Clean

Respectfully submitted:
Aimee Kaslik
Chief Strategy Office
Office of Strategy Budget and Performance

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE SCHEDULE OF RATES FOR ELECTRIC SERVICE; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Schedule of Rates for electrical services as provided for in Chapter 26 of the City of Denton Code of Ordinances, is as follows:

ELECTRIC RATE SCHEDULES

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RESIDENTIAL ELECTRIC SERVICE
(Effective 10/0115/26)

APPLICATION

Applicable to any Customer for all electric service used for residential purposes in an individual private dwelling or an individually metered apartment, supplied at one point of delivery and measured through one meter. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase Service (**R2**)	$ 9.068.80
	Three-Phase Service (**R2**)	$18.1217.59
	Prepaid Service (**P2**)	$16.7516.26

plus;

(2)	**Usage Charge**	**Per kWh**
	Winter (Billing months of November through April):	
	Tier 1: First 600 kWh	$0.0715694
	Tier 2: Additional kWh	$0.0476462
	Summer (Billing months of May through October):	
	Tier 1: All kWh	$0.0715694

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Winter (Billing months of November through April):

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

Summer (Billing months of May through October):

Usage Charge = All kWh × Tier 1 Rate per kWh

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE GS

GENERAL SERVICE SMALL
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to any commercial customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 21 kW in two consecutive months, account will be adjusted to bill under General Service Medium (GSM) and the Customer must remain on the GSM rate for a minimum of twelve (12) billing periods. At the end of the twelve (12) billing period, a review will be conducted to determine if account remains as GSM, drops to GSS or moves up to GSL at the next immediate billing period. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$17.36~~16.85~~
	Three-Phase	$23.18~~22.50~~

plus;

(2)	**Usage Charge**	**Per kWh**
	Tier 1: First 2,500 kWh	$0.0891~~65~~
	Tier 2: Additional kWh	$0.0467~~53~~

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh

kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE GM

GENERAL SERVICE MEDIUM
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to any commercial customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under General Service Large (GSL), and the Customer must remain on the GSL rate for a minimum of twelve (12) billing periods. At the end of the twelve (12) billing period, a review will be conducted to determine if account remains as GSL or drops to GSM at the next immediate billing period.

Applicable to GSM Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GM2**)

Applicable to GSM Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GM3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**		**Per Bill**
		Single-Phase	$17.36~~16.85~~
		Three-Phase	$23.18~~22.50~~
plus;			
(2)	**Demand Charge**		**Per kW**
		All kW	$5.00~~4.85~~
plus;			
(3)	**Usage Charge**		**Per kWh**
	GM	Tier 1: First 6,000 kWh	$0.0547~~531~~
		Tier 2: Additional kWh	$0.0451~~438~~
	GM2	Tier 1: First 6,000 kWh	$0.0537~~521~~
		Tier 2: Additional kWh	$0.0441~~428~~
	GM3	Tier 1: First 6,000 kWh	$0.0515~~500~~
		Tier 2: Additional kWh	$0.0420~~408~~

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kW demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 21 kW; or (3) seventy percent (70%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE GL

GENERAL SERVICE LARGE
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to any commercial customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GSL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GL2**)

Applicable to GSL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GL3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Three-Phase	$72.20~~70.10~~

plus;

(2)	**Demand Charge**	**Per kVA**
	All kVA	$11.29~~10.96~~

plus;

(3)	**Usage Charge**		**Per kWh**
	GL	Tier 1: First 200,000 kWh	$0.0256~~249~~
		Tier 2: Additional kWh	$0.0146~~142~~
	GL2	Tier 1: First 200,000 kWh	$0.0246~~239~~
		Tier 2: Additional kWh	$0.0136~~132~~
	GL3	Tier 1: First 200,000 kWh	$0.0225~~218~~
		Tier 2: Additional kWh	$0.0115~~112~~

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 250 kVA; or (3) seventy percent (70%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE TG

GENERAL SERVICE TIME OF USE
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to any Customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers electing this Rate must remain on this Rate for a minimum of twelve (12) continuous billing months. If the Customer is new or does not have a history of on-peak use for June through September, and elects to accept service on the TGS Rate, the Customer's demand shall be billed at the GSL Demand Rate until the Customer establishes a separate on-peak and off-peak demand during an on-peak month.

Applicable to TGS Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**TG2**)

Applicable to TGS Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**TG3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Three-Phase	$84.20~~81.75~~

plus;

(2)	**Demand Charge**	**Per kVA**
	On-Peak	$14.39~~13.97~~
	Off-Peak	$ 2.84~~2.76~~ 70

plus;

(3)	**Usage Charge**	**Per kWh**
	TG All kWh	$0.0085~~083~~
	TG2 All kWh	$0.0075~~073~~
	TG3 All kWh	$0.0055~~053~~

plus;

(5)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(6) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING
For each billing period, the Customer shall be obligated to pay the Facility Charge plus the On-Peak and Off-Peak Demand Charges, regardless of actual energy usage.

DEFINITION OF TIME OF USE HOURS
The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M. each Monday through Friday, for the months of June through September excluding Independence Day and Labor Day. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND
On-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA; or (3) one hundred percent (100%) of the actual maximum on-peak demand similarly determined during the billing months of June through September in the twelve (12) months immediately preceding the current month. The On-Peak Demand Charge will be applied to each billing period.

Off-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA. The Off-Peak Demand Charge will be applied to each billing period.

USAGE CHARGE
Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

SPECIAL FACILITIES
All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

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

SCHEDULE GOS

LOCAL GOVERNMENT SERVICE SMALL
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to any local City, County or School District customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand equals or exceeds 21 kW in two consecutive months, account will be adjusted to bill under Local Government Service Medium (GOM), and the Customer must remain on the GOM Rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby or supplementary service.

NET MONTHLY RATE

	Facility Charge	**Per Bill**
	Single-Phase	$17.36~~16.85~~
	Three-Phase	$23.18~~22.50~~

plus;

	Usage Charge	**Per kWh**
	Tier 1: First 2,500 kWh	$0.0891~~865~~
	Tier 2: Additional kWh	$0.0467~~453~~

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE GOM

LOCAL GOVERNMENT SERVICE MEDIUM
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to any local City, County, or School District customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under Local Government Service Large (GOL), and the customer must remain on the GOL rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$17.36~~16.85~~
	Three-Phase	$23.18~~22.50~~

plus;

(2)	**Demand Charge**	**Per kW**
	All kW	$5.00~~4.85~~

plus;

(3)	**Usage Charge**	**Per kWh**
	Tier 1: First 6,000 kWh	$0.0547~~531~~
	Tier 2: Additional kWh	$0.0451~~438~~

plus;

(4)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(5)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) The actual kW demand supplied during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 kWh × Rate per kWh
kWh in Tier 2 kWh x Rate per kWh, if applicable

SPECIAL FACILITIES

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

PAYMENT

The due date for the payment of the bill for utility services shall not be less than ten (10) business days after issuance.

SCHEDULE GOL

LOCAL GOVERNMENT SERVICE LARGE
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to any local City, County, or School District customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GOL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GO2**)

Applicable to GOL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GO3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Three-Phase	$72.20~~70.10~~

plus;

(2)	**Demand Charge**	**Per kVA**
	All kVA	$11.29~~10.96~~

plus;

(3)	**Usage Charge**	**Per kWh**
	GOL Tier 1: First 200,000 kWh	$0.0256~~249~~
	Tier 2: Additional kWh	$0.0146~~142~~
	GO2 Tier 1: First 200,000 kWh	$0.0246~~239~~
	Tier 2: Additional kWh	$0.0136~~132~~
	GO3 Tier 1: First 200,000 kWh	$0.0225~~218~~
	Tier 2: Additional kWh	$0.0115~~112~~

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE T1

TEMPORARY SERVICE
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to short term or temporary electric service where a Customer has received a permit. This Rate is not applicable after the certificate of occupancy or building final inspection has been issued.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$17.37~~16.86~~
	Three-Phase	$23.20~~22.52~~

plus;

(2)	**Usage Charge**	**Per kWh**
	All kWh	$0.0893~~867~~

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

ADDITIONAL TEMPORARY SERVICE CHARGES

Labor	Regular time or overtime labor hourly rates in effect at the time the work is performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Material that cannot be salvaged shall be billed at the City's Warehouse cost plus twenty five percent (25%), plus applicable sales tax. At the time a temporary service is removed or converted, any loss of the installed material due to negligence or willful action by the Customer will be billed separately to the Customer at replacement cost plus twenty five percent (25%), plus applicable sales tax.
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE AF

ATHLETIC FIELD
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to all electric service metered at one point for use to light specified areas for athletic events. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service except in conjunction with applicable rider.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$23.78~~23.09~~
	Three-Phase	$35.66~~34.62~~

plus;

(2)	**Demand Charge**	**Per kW**
	On-Peak	$6.33~~6.15~~
	Off-Peak	$1.50~~1.46~~

plus:

(3)	**Usage Charge**	**Per kWh**
	On-Peak	$0.1022~~0992~~
	Off-Peak	$0.0511~~496~~

plus;

(4)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(5)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge, regardless of actual energy usage.

DEFINITION OF ON-PEAK AND OFF-PEAK HOURS

The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M., for the months of June through September. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the actual kW demand supplied during the fifteen (15) minute period of maximum use during the current billing period as determined by the City's demand meter.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = On-Peak kWh × Rate per kWh
Off Peak kWh × Rate per kWh

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer’s service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

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

SCHEDULE LS

STREET LIGHTING
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to all street lighting owned and maintained by the City.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Luminaire Style Type	
	100 W Sodium Cobra (LSA)	$6.36~~6.17~~
	250 W Sodium Cobra (LSB)	$9.01~~8.75~~
	400 W Sodium Cobra (LSC)	$11.35~~11.02~~
	100 W LED Cobra (LSD)	$6.36~~6.17~~
	250 W LED Cobra (LSE)	$9.01~~8.75~~
	400 W LED Cobra (LSF)	$11.35~~11.02~~
	85 W LED Post (LSG)	$11.35~~11.02~~

plus;

(2)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium (LSA)	48 kWh
250 W Sodium (LSB)	105 kWh
400 W Sodium (LSC)	159 kWh
100 W LED (LSD)	25 kWh
250 W LED (LSE)	96 kWh
400 W LED (LSF)	148 kWh
85 W LED (LSG)	23 kWh

PAYMENT

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

TRAFFIC LIGHTING
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to State and Local Government agencies that operate and maintain their own traffic signals.

METERED TRAFFIC LIGHTING NET MONTHLY RATE (LT)

(1)	Usage Charge	$0.0694~~674~~ per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE
Billing for the Metered Traffic Lighting Usage Charge shall be based on actual kWh consumption during the billing period. Usage Charge = All kWh x Rate per kWh

UNMETERED TRAFFIC LIGHTING NET ANNUAL RATE (ULT)

(1)	Usage Charge	$0.0694~~674~~ per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE
Billing for the Unmetered Traffic Lighting Usage Charge shall be based on historical recorded annual kWh consumption. Usage Charge = All kWh x Rate per kWh

Annual Usage = 904 kWh per account

PAYMENT

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

SCHEDULE UFL

UNMETERED SCHOOL ZONE/CROSSING FLASHERS
(Effective 10/0107/15/26)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered school zone/crossing flashers.

NET ANNUAL RATE

(1)	Usage Charge	$0.0694 674per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on historical recorded annual kWh consumption. The total billed usage divided by number of school zone/crossing flashers will determine the average kWh usage. This average consumption will be billed for each school zone/crossing flasher once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = All kWh × Rate per kWh

Annual Usage = 48 kWh per account

PAYMENT

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

SCHEDULE USC

UNMETERED SECURITY CAMERA
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to Local Government agencies that operate and maintain their own unmetered security cameras.

NET ANNUAL RATE

(1)	Facility Charge	$18.63 ~~18.09~~ per bill
plus;		
(2)	Usage Charge	$0.0694~~674~~ per kWh
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(1)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each camera once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per camera × kWh Rate

Annual Usage = 300 kWh per camera per account

PAYMENT

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

SCHEDULE UWF

UNMETERED WI-FI DEVICES
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered Wi-Fi devices.

NET ANNUAL RATE

(1)	Facility Charge	$18.63 ~~18.09~~ per bill
plus;		
(2)	Usage Charge	$0.0694~~674~~ per kWh
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(4)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per device × kWh Rate

Annual Usage = 300 kWh per device per account

PAYMENT

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

SCHEDULE LO

OTHER LIGHTING
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to Texas Department of Transportation unmetered and metered safety lighting systems and continuous lighting systems as those terms are defined in Texas Administrative Code, Title 43, Part 1, Chapter 25, Subchapter A, Rule §25.11.

METERED LIGHTING NET MONTHLY RATE (LOB)

(1)	Usage Charge	$0.~~0674~~ 0694 per kWh

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA

METERED LIGHTING USAGE CHARGE (LOB)
Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.
Usage Charge = All kWh × Rate per kWh

UNMETERED LIGHTING NET MONTHLY RATE (LOA)

(1)	Usage Charge	$0.~~0674~~ 0694 per kWh

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA

UNMETERED LIGHTING USAGE CHARGE (LOA)
Billing for the Usage Charge shall be based on estimated kWh consumption during the billing period.
Usage Charge = (kWh Rate x Bulb Wattage/1000) x (Hours of Operation per Billing Period)

Hours of Operation per Billing Period = 333 hours
Bulb Wattage is the rated wattage of the luminaire bulb

PAYMENT

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

SCHEDULE DD

SECURITY LIGHTING
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to all outdoor area lighting when such lighting facilities are operated as an extension of the City's distribution system.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Luminaire Type	
	100 W Sodium Vapor (DSA)	$ 10.04~~9.75~~
	250 W Sodium Vapor (DSB)	$13.29~~12.90~~
	400 W Sodium Vapor (DSC)	$16.02~~15.55~~
	250 W Metal Halide (DHA)	$15.63~~15.17~~
	400 W Metal Halide (DHB)	$18.63~~18.09~~
	100 W Equivalent LED (DSD)	$ 10.04~~9.75~~
	250 W Equivalent LED (DSE)	$13.29~~12.90~~
	400 W Equivalent LED (DSF)	$16.02~~15.55~~

plus;

(2)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium Vapor (DSA)	48 kWh
250 W Sodium Vapor (DSB)	105 kWh
400 W Sodium Vapor (DSC)	159 kWh
250 W Metal Halide (DHA)	105 kWh
400 W Metal Halide (DHB)	159 kWh
100 W Equivalent LED (DSD)	25 kWh
250 W Equivalent LED (DSE)	96 kWh
400 W Equivalent LED (DSF)	148 kWh

TYPE OF SERVICE

The City shall furnish, install, maintain and deliver electric service to automatically controlled lighting fixtures conforming to the City's standards and subject to its published rules and regulations.

Where necessary for proper illumination or where existing poles are inadequate, the City will install or cause to be installed, one (1) wood pole with the necessary lighting hardware and overhead conductor for each installed light, at a distance not to exceed eighty (80') feet from existing lines, at no charge to the Customer. Additional contractual arrangements between the City and the Customer are subject to the Special Facilities Rider.

TERM OF CONTRACT

A two (2) year contract shall be agreed to and signed by each Customer desiring security lighting service authorizing fixed monthly charges, which may be reviewed annually, and to be applied to the Customer's monthly municipal utilities bill. In the event that a Customer requests the removal of the unit or discontinuance of the service prior to completion of two (2) years, the remainder of the contract period shall become due and payable. After the end of the initial two (2) year contract, service shall continue on a month-to-month basis and may be canceled by either party upon thirty (30) days' notice.

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE DSL

NON-STANDARD STREET LIGHTING
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to street lighting owned and maintained by the Customer. Availability of this service is contingent on the existence of an executed Special Facilities Rider between the legally responsible party and the City under which the legally responsible party accepts all responsibilities, both legal and financial, related to operation and maintenance of the subject lights, including but not limited to payment of all applicable energy charges.

NET MONTHLY RATE

(1)	Facility Charge	$ 9.60~~9.32~~ per bill

plus;

(2)	Usage Charge	$0.0694 ~~674~~ per kWh

plus;

(3)	Energy Cost Adjustment Charge	See Schedule ECA

USAGE CHARGE

Current usage charge and ECA rates are multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium Vapor (DLSA)	48 kWh
250 W Sodium Vapor (DLSB)	105 kWh
400 W Sodium Vapor (DLSC)	159 kWh
250 W Metal Halide (DLHA)	105 kWh
400 W Metal Halide (DLHB)	159 kWh

ADDITIONAL SERVICE CHARGES

If the City is required to maintain the privately owned lights to ensure public safety, the owner of the lights may be subject to additional service charges. The additional service charges shall be the actual cost of performing any work required to perform the necessary maintenance including but not limited to:

Labor Regular time or overtime labor hourly rates in effect at the time the work is

	performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Any material needed to repair and/or maintain facilities will be billed at City Warehouse cost plus twenty five percent (25%).
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

PAYMENT

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

SCHEDULE EGR

ECONOMIC GROWTH RIDER
(Effective ~~07/15~~10/01/26)

PURPOSE

The purpose of this Rider is to facilitate local economic growth and expand the ad valorem tax base of the City.

AVAILABILITY

This Rider is available to the Customers who:

(1) Receive service from Rate Schedules GSL or TGS; and

(2) Pay City ad valorem tax; and

(3) Receive no electric service discounts other than those specifically defined in the GSL or TGS Rate Schedules.

APPLICATION

This Rider is available to electric service supplied at any one location. It is for firm electric service applicable to new and existing customers as described below, over a five (5) year period. This Rider is available to the following classes of customers:

(1) New Customers whose electric service represents demand not previously served by the City at any location in the City's service area in the last twelve (12) months, where such metered demand will be in excess of 1,000 kVA and customer load factor must be greater than the City's electric system load factor, as estimated and mutually agreed upon by the General Manager of the City's electric utility and the Customer.

(2) Existing Customers served under Rate Schedules GSL or TGS who increase their prior existing metered demand by 1,000 kVA and customer load factor must be greater than the City's electric system load factor. This increase shall be verified by sub-metering (at the Customer's expense) the additional load. If sub-metering is not possible, at the discretion of the General Manager of the City's electric utility, the increase may be verified by comparing a three-month rolling average of the new level of demand to the prior demand averaged for corresponding months. During periods in which this verification method cannot be applied, the General Manager and the Customer may develop a mutually agreed-upon formula to estimate the base and additional demand levels.

In light of additional costs associated with the Economic Growth Rider and to mitigate potential risk to ratepayers, any participant in the Economic Growth Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

NET MONTHLY RATE

The Customer shall be charged under the appropriate applicable rate schedules with the exception that the monthly billing demand (for the GSL Rate) or system demand and on-peak demand (for the TGS Rate) will be adjusted in accordance with the following table:

Time Period	Reduction to Billing Demand
First Year	50%
Second Year	40%
Third Year	30%
Fourth Year	20%
Fifth Year	10%

CONTRACT PERIOD

The term of the contract will be for five (5) years.

SCHEDULE GIP

GREENSENSE INCENTIVE PROGRAM
(Effective ~~07/15~~10/01/26)

PROGRAM SUMMARY

The objective of the GreenSense Incentive Program ("Program") is to reduce energy demand and consumption by promoting energy conservation, thereby reducing the utility bills of City Customers, reducing the peak load of the City's electric system, reducing emissions in the state, and promoting energy conservation. The Program offers incentives that may be distributed in the form of credits on the electric service bills or cash incentives to City retail customers.

Any participant in the GreenSense Incentive Program must be, at the time this program is applied for and continuing while such program is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Program is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

Program applicants will be able to qualify for multiple incentives simultaneously, unless specified in the individual guidelines. A separate application may be necessary for each incentive. The Program will be in effect each fiscal year beginning on October 1, until the allotted funding is depleted or until cancellation of the program by the City. At the time the funds are depleted, no additional applications for participation will be accepted until the next fiscal year.

Qualifying applicants must receive electric service from the City. The program guidelines and payment provisions are subject to change by the City without prior notice. The City may, at any time, discontinue the Program without prior notice. The current program guidelines may be found in the GreenSense Incentive Program Manual located at www.cityofdenton.com.

SCHEDULE ECA

ENERGY COST ADJUSTMENT
(Effective ~~07/15~~10/01/26)

The Energy Cost Adjustment (ECA) Rate shall be set to recover the net cost of energy delivered to Customers that are not Large Load Customers and to maintain the City's electric utility in a financially sound position.

NET MONTHLY RATE

(1) **Energy Cost Adjustment Charge** **$0.0462 per kWh**

ENERGY COST ADJUSTMENT BALANCING ACCOUNT CALCULATION

The ECA Balancing Account shall be calculated using the following formula:

ECA Balancing Account = (Beginning ECA Account Balance) – (Projected Net Energy Cost)

Where:

Projected Net Energy Cost = For the next fiscal quarter, the electric utility's projected cost of electric load purchases from ERCOT plus all projected electric utility power/energy related costs for that same period including, but not limited to, power production (excluding the Denton Energy Center debt); purchased power; applicable transmission services, losses and congestion; other ERCOT charges; renewable energy credits; and financial and/or physical power/energy trades (including natural gas); less all projected revenue to be received by the electric utility for power/energy related sales and/or trades; plus applicable Franchise Fees and required ROI.

ENERGY COST ADJUSTMENT CALCULATION

ECA = [(Projected Net Energy Cost) + (ECA Balancing Account)] / (Projected kWh sales)

ENERGY COST ADJUSTMENT CHARGE

The Energy Cost Adjustment Charge shall be based on actual kWh consumption during the billing period. Energy Cost Adjustment Charge = kWh × ECA Rate

The General Manager of the City's electric utility or their designee shall calculate the ECA Balancing Account monthly. In the event that the ECA Balancing Account calculated during the last month of each fiscal quarter (December, March, June, and September) is projected to be over or under collected by $20,000,000 or more at the end of the next 4 quarters, the General Manager or their designee may recommend to the PUB and City Council a revision to the ECA to maintain the City's electric utility in a financially sound position. Any change to the ECA will be placed on the City Council's consent agenda.

SCHEDULE ECA LL

ENERGY COST ADJUSTMENT FOR LARGE LOADS
(Effective ~~07/15~~10/01/26)

The Energy Cost Adjustment (ECA) for Large Loads (LL) Rate shall be set to recover the net cost of energy delivered to Large Load Customers and to maintain the City's electric utility in a financially sound position. This rate applies to all Large Load customers regardless of their actual monthly usage. Large Load Customers are defined as customers whose planned or actual single point of delivery meets or exceeds 20MW.

NET MONTHLY RATE

(1) **Energy Cost Adjustment for Large Load Charge** **$0.0696 per kWh**

ENERGY COST ADJUSTMENT BALANCING ACCOUNT CALCULATION

The ECA Balancing Account shall be calculated using the following formula:

ECA Balancing Account = (Beginning ECA LL Account Balance) – (Projected Net Energy Cost for Large Load)

Where:

Projected Net Energy Cost = For the next fiscal quarter, the electric utility's projected cost of electric load purchases from ERCOT to feed Large Loads plus all projected Large Load related electric utility power/energy related costs for that same period including, but not limited to, purchased power; applicable transmission services, losses and congestion; other ERCOT charges; renewable energy credits; and financial and/or physical power/energy trades (including natural gas); less all projected revenue to be received by the electric utility for Large Load related power/energy related sales and/or trades; plus applicable Franchise Fees and required ROI.

ENERGY COST ADJUSTMENT CALCULATION
ECA LL = [(Projected Large Load Net Energy Cost) + (ECA LL Balancing Account)] / (Projected Large Load kWh sales)

ENERGY COST ADJUSTMENT CHARGE

The Energy Cost Adjustment Large Load Charge shall be based on actual kWh consumption during the billing period. Energy Cost Adjustment Charge for Large Load = kWh × ECA LL Rate

The General Manager of the City's electric utility or their designee shall calculate the ECA LL Balancing Account monthly. In the event that the ECA LL Balancing Account calculated during the last month of each fiscal quarter (December, March, June, and September) is projected to be below $0 to $20,000,000 or more at the end of the next 4 quarters, the General Manager or their designee may recommend to the PUB and City Council a revision to the ECA LL to maintain the City's electric utility in a financially sound position. Any change to the ECA LL will be placed on the City Council's consent agenda.

SCHEDULE TCRF

TRANSMISSION COST RECOVERY FACTOR
(Effective ~~07/15~~10/01/26)

The Transmission Cost Recovery Factor (TCRF) Rate shall be set to recover the costs of transmission service paid by DME to other transmission owners within the boundaries of the Electric Reliability Council of Texas ("ERCOT") region. The TCRF Rate shall be reviewed on a quarterly basis and adjusted as defined below. The TCRF Rate charges are pass-through charges to customers in order to maintain the City's electric utility in a financially sound position.

NET MONTHLY RATE	$0.0156 Per kWh
Residential	
General Service Small	
Local Government Service Small	
Temporary Service	
Athletic Field	
Traffic Lighting	
Unmetered Traffic Lighting	
Unmetered School Zone/Crossing	
Unmetered Security Camera	
Unmetered Wi-Fi Devices	

NET MONTHLY RATE	$4.45 Per kW
General Service Medium	
Local Government Service Medium	

NET MONTHLY RATE	$6.16 Per kVA
General Service Large	
Local Government Service Large	
General Service Time Of Use	

TRANSMISSION COST RECOVERY FACTOR BALANCING ACCOUNT CALCULATION
The TCRF shall be calculated using the following formula:

> TCRF Annual Billing = (Actual monthly net TCOS billing amounts charged by ERCOT transmission service providers to the City) + (Projected increases or decreases pursuant to PUCT-approved TCOS billing amount charges to ERCOT utilities) + (applicable Franchise Fees and required ROI)

During the last month of each fiscal year quarter (December, March, June, and September), the General Manager of the City's electric utility or their designee shall calculate the TCRF Balancing Account. The TCRF charge will be developed by the City for each applicable customer billing schedule herein, based on projected kWh sales for billing schedules without a demand component and on monthly peak kW or kVA for billing schedules with a demand component. The cumulative forecasted TCRF revenues from all rate classes shall fully recover the TCRF Annual Billing. The General Manager or their designee may recommend to the PUB and City Council a revision to the

TCRF to maintain the City's electric utility in a financially sound position. Any change to the TCRF will be placed on the City Council's consent agenda.

TCRF rate class allocation amount = [(TCRF annual billing) x (Projected rate class kWh usage)] / (Total projected usage for all rate classes).

SCHEDULE DGR

DISTRIBUTED GENERATION FROM RENEWABLE SOURCES RIDER
(Effective ~~07/15~~10/01/26)

APPLICATION

This Rider is available to retail Customers receiving electric service under a City electric rate schedule who owns and operates an on-site generating system powered by a renewable resource capable of producing power, and which is interconnected with the City's electric system. Systems greater than 20 kW may be required to enter into a Purchase Power Agreement (PPA) applicable to their specific situation in lieu of this rate schedule. Renewable energy technology is any technology that exclusively relies on an energy source that is naturally regenerated over a short time and derived directly or indirectly from the sun or wind. A renewable energy technology does not rely on energy resources derived from fossil fuels, waste products from fossil fuels, or waste products from inorganic sources.

This Rider applies to a Customer-owned generating system that primarily offsets all or part of the Customer's electric service provided by the City. If the Customer-owned generating system is sized such that it produces energy in excess of a Customer's electric consumption, special arrangements and a contract may be necessary. The current interconnection guidelines may be found in the Distributed Generation Manual located at www.cityofdenton.com.

In light of additional costs associated with the Distributed Generation From Renewable Sources Rider and to mitigate potential risk to ratepayers, any participant in the Distributed Generation From Renewable Sources Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

CONDITIONS OF SERVICE

All charges, character of service, and terms and conditions of the electric rate schedule under which the Customer receives service shall apply except as expressly altered by this Rider. This Rider is subject to change at any time.

The Customer shall comply with the City's current technical requirements for distributed generation interconnection. The Customer shall obtain approval from the City prior to the installation of the on-site generating system. The Customer shall submit to the City a completed interconnection application form and signed Agreement for Interconnection and Parallel Operation of Distributed Generation before the system installation. The minimum term of an agreement under this Rider is one year, extended automatically unless terminated by either party with sixty (60) days advance written notice.

The Customer is responsible for the costs of interconnecting with the City's electric system, including transformers, service lines, or other equipment determined necessary by the City for safe installation and operation of the Customer's equipment with the City's electric system. The

Customer is responsible for any costs associated with required inspections and permits.

METERING

Metering under this Rider shall be performed by a single meter capable of registering the flow of electricity in two directions (delivered by the City's electric system to the Customer and delivered to the City's electric system by the Customer's system) to determine the Customer's generation delivered to the City.

The Value of Solar (VOS) Rate

Applicable to any customer receiving City electric service that owns an on-site distributed generation (DG) system powered by solar which is interconnected with the City's electric system and does not otherwise have a purchase power agreement with the City.

MONTHLY RATE

(1) **Value of Solar Rate** **$0.0500 per kWh**

VALUE OF SOLAR CALCULATION

VOS Credit = (all kWh delivered from customer DG to DME) * (VOS Rate)

The Value of Solar credit will be applied monthly based on all kWh delivered from Customer to City's electric system during the billing period regardless of customer usage during that month.

Beginning in the billing period after a Customer receives approval from the City, to interconnect the Customer's on-site generating system; all energy generated by the Customer's system and delivered to the City's electric system will be considered renewable energy. The Customer shall be billed for all energy delivered by the City to the Customer under the approved rates.

Any Billing Period Credit shall be applied to the utility charges due from the Customer to the City for the billing period.

INDEMNIFICATION

The Customer operating the renewable distributed generation system indemnifies the City and holds the City harmless for all damages and injuries to the City, the Customer, or others arising out of Customer's use, ownership or operation of Customer's distributed generation facilities in parallel with the City's system. Customer is solely responsible for providing adequate protection for operating in parallel with the City's system in such a manner that faults or other disturbances on the City's system do not cause damage to the Customer's distributed generation equipment.

SCHEDULE SFR

SPECIAL FACILITIES RIDER
(Effective ~~07/15~~10/01/26)

(1) All service shall be offered from available facilities. If a Customer's service characteristics require facilities and devices not normally and readily available at the location where the Customer requests service, the total cost incurred by the City for all facilities installed, buried, relocated and/or removed shall be the responsibility of the Customer and subject to a contract entered between the City and the Customer. This contract shall be signed by both parties prior to the City providing service to the Customer.

(2) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or their designee. If a contract under this subsection is not approved by the City Manager, or their designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SCHEDULE PAF

POLE ATTACHMENT FEE
(Effective ~~07/15~~10/01/26)

APPLICATION

This Rate is available to a licensee ("Licensee" or "licensee") who desires to access designated poles or conduits owned by the City for the purpose of installing and maintaining their facilities and associated equipment to provide services to the public. An agreement between such entity and the City or its contractor shall be executed on a separate form, but will reference, the following rate schedule:

$$\text{Rate} = \text{Space Factor} \times \text{Cost}$$

$$\text{Space Factor} = \frac{[(\text{Space Occupied}) + (2/3 \times (\text{Unusable Space} \div \text{No. of Attaching Entities}))]}{(\text{Pole Height})}$$

Cost:

in Service Areas where the number of Attaching Entities is 5 = 0.66 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 4 = 0.56 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 3 = 0.44 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 2 = 0.31 x (Net Cost of Bare Pole) x Carrying Charge Rate

NET ANNUAL RATE

(1) Annual Pole Attachment ("APA") Distribution

$/attachment/year	**2 Attachers**	**3 Attachers**	**4 Attachers**	**5 Attachers**
	$19.86	$19.78	$19.83	$19.59

plus;

(2) APA Transmission

$/attachment/year	**2 Attachers**	**3 Attachers**	**4 Attachers**	**5 Attachers**
	$410.93	$403.94	$399.99	$390.72

Note: Annual Rates (2) and (3) listed above are not available on all poles nor in all areas across the City.

MISCELLANEOUS

(1)	Unauthorized Attachment Penalty	$1,000 per attachment per pole
(2)	Undefined Work or Expense	Rate pursuant to Schedule SFR

APPLICATION AND MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to any application fees, analysis, make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City or its Contractor will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs. These fees will be as set forth in the contract agreement with the third-party contractor who provides such services, if applicable.

PAYMENT

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

SCHEDULE BIF

BANNER INSTALL FEE
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to any person who has completed an application and received approval from the City to have a banner installed on facilities owned by the City for the purpose of marketing and publicizing community events shall be assessed a fee based on the following schedule:

NET ANNUAL RATE

Over the Street Banner Install	$100.00 per banner
Pole One Time Banner Install	$15.00 per banner
Pole Seasonal Banner Install	$27.00 per banner

TERMS AND CONDITIONS OF SERVICE

Persons requesting the City install an Over the Street Banner must provide the City with a banner that is no more than three (3) feet tall by thirty-five (35) feet in length with six (6) feet of rope. All Over the Street Banners must be made out of mesh only (fish net type material). A sample of the banner material is recommended for approval. The City's Building Inspections Department requires an application and permit fee of sixty (60) dollars for installation of an Over the Street Banner which needs to be completed prior to contacting the City's electric utility.

Persons requesting the City install a Pole Banner must provide the City's electric utility with a banner that is no more than thirty (30) inches tall by eighty (80) inches in length with openings of two (2) inches. Pole Banners are required to be made of weather beater or vinyl material only. The appropriate application for each type of banner must be completed prior to installation and returned to a representative of the City's Electric Operations and Maintenance Division along with applicable fees listed above, a digital image of the banner, and location requests. The City's electric utility will determine install locations depending on availability. Any banners that promote sponsors or advertisement are strictly prohibited.

PAYMENT

Payment is required to the City at the time the banners are given for installation. Permit fees, when applicable, are due to Building Inspections in order to reserve specific dates.

SCHEDULE WNA

WIRELESS NODE ATTACHMENTS
(Effective ~~07/15~~10/01/26)

APPLICATION

This Rate is available to a licensee who desires to install and maintain their wireless nodes and associated equipment to provide services to the public. An agreement between such entity and the City shall be executed separate from, but will reference, the following rate schedule:

NET ANNUAL RATE

(1)	Facility Charge	$18.63 ~~18.09~~ per node
plus;		
(2)	Usage Charge	$0.0694~~674~~ per kWh
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(4)	Transmission Cost Recovery Factor	See Schedule TCRF

METERED USAGE CHARGE

Billing for the Metered Usage Charge shall be based on actual kWh consumption for each device once every twelve (12) months at the end of the fiscal year.

Usage Charge = All kWh per device × Rate per kWh

UNMETERED USAGE CHARGE

Billing for the Unmetered Usage Charge shall be based on 1) kWh consumption from similarly installed metered equipment; or 2) technical information of installed equipment provided by licensee, if similar equipment is not already metered. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year.

Usage Charge = Annual kWh per device × Rate per kWh

Annual Usage = 2,000 kWh per device per account (or calculated consumption based on technical information provided by licensee)

MISCELLANEOUS

(1)	Unauthorized Attachment Penalty	$1,000 per attachment
(2)	Undefined Work or Expense	Rate pursuant to Schedule SFR

MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs.

PAYMENT

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

SCHEDULE EVCR

ELECTRIC VEHICLE CHARGING RATE
(Effective ~~07/15~~10/01/26)

APPLICATION

Applicable to vehicles that utilize charging services from City of Denton owned and operated Level 2 EV chargers.

NET ANNUAL RATE

(1)	Usage Charge	$0.0418~~406~~ per minute

USAGE CHARGE

Billing for the Usage Charge shall be based on actual charging time incurred. The billing service will be provided by a third-party vendor

Usage Charge = EV Charging duration × Rate per Minute

SCHEDULE WTS

WHOLESALE TRANSMISSION SERVICE
(Effective ~~07/15~~10/01/26)

AVAILABILITY

To Eligible Transmission Service Customers for Wholesale Transmission Service through the Denton Municipal Electric Utility transmission system, at all points where transmission facilities of adequate capacity and suitable voltage are available to provide service, in accordance with Public Utility Commission of Texas (PUC or Commission) 16 Texas Administrative Code (TAC) §§ 25.191-.203.

APPLICABILITY

Applicable only to wholesale transactions involving the wholesale purchase of electric power and energy. This tariff for Wholesale Transmission Service is applicable to Transmission Service using any transmission facilities owned by the Denton Municipal Electric Utility in accordance with 16 TAC §§ 25.191-.203.

TYPE OF SERVICE

Three phase, 60 hertz alternating current, delivered onto, or received from Denton Municipal Electric Utility's transmission system at 60,000 volts or greater and on transmission facilities that have been prepared and made available for this service.

TRANSMISSION SERVICE REQUIREMENTS

As a condition to obtaining Wholesale Transmission Service, the Transmission Service Customer shall execute an Interconnection Agreement with each Transmission Provider, in accordance with 16 TAC § 25.198, and the Transmission Service Customer shall meet all Electric Reliability Council of Texas (ERCOT) requirements as specified in the ERCOT Protocols and Operating Guides.

CONDITIONS PRECEDENT FOR RECEIVING SERVICE

Subject to the terms and conditions hereof and of 16 TAC § 25.198, the Denton Municipal Electric Utility will provide wholesale Transmission Service to any Eligible Transmission Service Customer, provided that:
(A) the eligible Transmission Service Customer has completed an Application for Transmission Service, as provided under 16 TAC § 25.198;
(B) the eligible Transmission Service Customer and Denton Municipal Electric Utility, or a third party, have completed installation of all equipment specified under the Interconnection Agreement, consistent with NERC and ERCOT guidelines as set forth in 16 TAC § 25.198;

€ the eligible Transmission Service Customer has executed an Interconnection Agreement for service under this tariff or, if necessary, requested in writing that Denton Municipal Electric Utility file a proposed unexecuted agreement with the Commission;
(D) the eligible Transmission Service Customer has arranged for Ancillary Services necessary for the transactio€(E) each wholesale load for which Transmission Service is requested maintains a power factor of 95% or greater at each point of interconnection;
(F) the Transmission Service Customer has constructed, maintains and operates the facilities on its side of each point of interconnection that are necessary to reliably interconnect and deliver power from a resource to Denton Municipal Electric Utility's transmission system and from Denton Municipal Electric Utility's transmission system to the Transmission Service Customer's loads;
(G) to the extent the Transmission Service requires the addition of facilities or upgrades to the transmission system, such facilities have been placed in service.

APPLICATION PROCEDURES

The Denton Municipal Electric Utility and the Transmission Service Customer shall comply with the application procedures for Transmission Services set forth in 16 TAC § 25.198, which shall govern such procedures.

CONSTRUCTION OF NEW FACILITIES

Construction of new facilities needed to accommodate a request for Planned Transmission Service shall be in accordance with the procedures set forth in 16 TAC § 25.198. Upon receipt of a request for Transmission Service, the Denton Municipal Electric Utility shall, if necessary, perform a System Security Study in accordance with 16 TAC § 25.198. Based on the results of the System Security Study, the Denton Municipal Electric Utility also may perform a Facilities Study, in accordance with 16 TAC § 25.198. An executed Facilities Study agreement with the Transmission Service Customer is required prior to the Denton Municipal Electric Utility performing a Facilities Study. In the event that existing facilities are inadequate to support the requested Transmission Service, Denton Municipal Electric Utility may require the Transmission Service Customer to provide a contribution in aid of construction attributable to directly assigned facilities.

LOAD SHEDDING AND CURTAILMENT

Transmission Service hereunder shall be subject to, and the Denton Municipal Electric Utility and the Transmission Service Customer will comply with, the load shedding and curtailment procedures established under 16 TAC § 25.200. Any interruption shall be based on operational factors and shall not accord a higher priority to the Denton Municipal Electric Utility's retail and wholesale customers than to its customers taking Transmission Service. Service to all customers shall be restored as quickly as possible.

PRICING FOR TRANSMISSION SERVICE WITHIN ERCOT

Charges for Transmission Service hereunder shall be in accordance with Texas Utilities Code § 35.004(d). For Transmission Service a Transmission Service Customer shall incur both an access charge, as set forth below, and loss compensation charges.

Annual Postage Stamp Charge (access charge) $0.333063 per kW of coincident peak demand determined in accordance with 16 TAC §25.192.

Monthly Postage Stamp Charge (access charge) $0.027755 per kW of coincident peak demand determined in accordance with 16 TAC §25.192.

Charges for each calendar year shall be adjusted pursuant to the schedule in the PUC's Order approving the transmission charges for that year.

PRICING FOR TRANSMISSION SERVICE FOR EXPORTS FROM ERCOT

Charges for Transmission Service for exports from ERCOT shall be in accordance with Texas Utilities Code § 35.004(d) and 16 TAC § 25.192. Transmission Service Customers exporting power from ERCOT will be assessed transmission service charges based on the amount of power actually exported and the duration of the transaction. Charges for Transmission Service for exports from ERCOT shall be determined in accordance with 16 TAC § 25.192(e) and shall be calculated using the charges set forth below:

Service Type	**Access Rate per kW of peak demand**
Hourly Rate	**$0.000038**

LOSSES

Losses shall be calculated by the Independent System Operator (ISO) in accordance with the method approved by the 16 TAC § 25.192.

RESALE OF TRANSMISSION RIGHTS

With advance written notice to the Denton Municipal Electric Utility and subject to a reasonable credit review, a Transmission Service Customer may resell any and all Transmission Service rights contracted for by the Transmission Service Customer to other wholesale market participants pursuant to 16 TAC § 25.191. The
Transmission Service Customer shall inform the Denton Municipal Electric Utility and obtain ISO approval for any resale of Transmission Service rights.

RELIABILITY GUIDELINES

To maintain reliability of the ERCOT transmission grid, Denton Municipal Electric Utility shall operate its transmission system in accordance with ERCOT Protocols, ERCOT Operating

Guides, NERC guidelines, and any other guidelines of the ISO that may apply to Denton Municipal Electric Utility' transmission system.

The Denton Municipal Electric Utility reserves the right, consistent with good utility practice and on a non-discriminatory basis, to interrupt Transmission Service without liability on the Denton Municipal Electric Utility's part for the purpose of making necessary adjustments to, changes in, or repairs to its lines, substations and other facilities, or where the continuance of Transmission Service would endanger persons or property. In the event of any adverse condition or disturbance on Denton Municipal Electric Utility's system or any other system directly or indirectly interconnected with Denton Municipal Electric Utility's system, Denton Municipal Electric Utility, consistent with Good Utility Practice, also may interrupt Transmission Service on a non-discriminatory basis in order to limit the extent or damage of the adverse condition or disturbance, to prevent damage to generating or transmission facilities, or to expedite restoration of service. The Denton Municipal Electric Utility will give the Transmission Service Customer as much advance notice as is practicable in the event of such interruption and shall restore service with due diligence.

The Transmission Service Customer's failure to respond to established emergency load shedding and curtailment procedures to relieve emergencies on Denton Municipal Electric Utility' transmission system may result in the Transmission Service Customer being deemed by Denton Municipal Electric Utility to be in default and may result in the termination of Transmission Service.

PAYMENT

Any charges due to Denton Municipal Electric Utility under this rate schedule shall be billed in accordance with 16 TAC § 25.202. Customers shall make payment to Denton Municipal Electric Utility in a manner consistent with the procedures and deadlines set forth in 16 TAC § 25.202. Any late payments by customers or customer defaults shall be handled in accordance with 16 TAC § 25.202.

CONTRACT TERM

Planned Transmission Service is available for annual service, monthly service in multiples of one-month, weekly service, and daily service. Unplanned Transmission Service is available for periods of not less than one hour or more than 30 days.

AGREEMENT

An agreement for Transmission Service containing terms and provisions consistent with 16 TAC §§ 25.191-.203 is required prior to commencement of such service. Such agreement will require approval of the City Council of Denton.

DEFINITIONS

Capitalized terms shall have the meanings set forth in 16 TAC §§ 25.5 and 25.191 .203.

AMENDMENTS TO RULES

In the event 16 TAC §§ 25.191-.203 are amended or if a new rule is adopted governing the subject matter of this tariff, this tariff shall, nevertheless, remain effective until the new tariff(s) filed pursuant to any such amendment(s) or such new rules are approved, unless the amendment(s) or new rules or an agreement of the parties provide otherwise.

PUBLIC UTILITIES COMMISSION OF TEXAS TARIFF

This Schedule WTS is subject to change. The most up to date WTS tariff rate is filed with the Public Utilities Commission of Texas

SECTION 2. The City Manager is hereby authorized to expend funds to authorize credits to Customers on their electric service bills and further to authorize cash incentives in accordance with the form and type set forth in Schedule GIP, as the installation of energy efficient upgrades is in the best interest of the City, as such will reduce energy demand and consumption, reduce the peak load of the City's electric system, reduce emissions in the state, and promote energy conservation, which are all public purposes of the City.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The rates herein adopted shall become effective, charged, and applied to all electric services rendered by the City, and all energy usage by Customers of the City effective with the first billing issued on and after October 1, 2026 ~~July 15, 2026~~; and a copy of said rates shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:				
Jordan Villarreal, District 1:				
Nick Stevens, District 2:				
Suzi Rumohr, District 3:				
Joe Holland, District 4:				
George Ferrie,				

At Large Place 5: _____

Jill Jester, At Large Place 6: _____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____

~~GERARD HUDSPETH~~CHRIS WATTS,
MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE SCHEDULE OF RATES FOR ELECTRIC SERVICE; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Schedule of Rates for electrical services as provided for in Chapter 26 of the City of Denton Code of Ordinances, is as follows:

ELECTRIC RATE SCHEDULES

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RESIDENTIAL ELECTRIC SERVICE
(Effective 10/01/26)

APPLICATION

Applicable to any Customer for all electric service used for residential purposes in an individual private dwelling or an individually metered apartment, supplied at one point of delivery and measured through one meter. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase Service (**R2**)	$ 9.06
	Three-Phase Service (**R2**)	$18.12
	Prepaid Service (**P2**)	$16.75

plus;

(2)	**Usage Charge**	**Per kWh**
	Winter (Billing months of November through April):	
	Tier 1: First 600 kWh	$0.0715
	Tier 2: Additional kWh	$0.0476
	Summer (Billing months of May through October):	
	Tier 1: All kWh	$0.0715

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Winter (Billing months of November through April):

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

Summer (Billing months of May through October):

Usage Charge = All kWh × Tier 1 Rate per kWh

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE GS

GENERAL SERVICE SMALL
(Effective 10/01/26)

APPLICATION

Applicable to any commercial customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 21 kW in two consecutive months, account will be adjusted to bill under General Service Medium (GSM) and the Customer must remain on the GSM rate for a minimum of twelve (12) billing periods. At the end of the twelve (12) billing period, a review will be conducted to determine if account remains as GSM, drops to GSS or moves up to GSL at the next immediate billing period. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$17.36
	Three-Phase	$23.18

plus;

(2)	**Usage Charge**	**Per kWh**
	Tier 1: First 2,500 kWh	$0.0891
	Tier 2: Additional kWh	$0.0467

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh

kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE GM

GENERAL SERVICE MEDIUM
(Effective 10/01/26)

APPLICATION

Applicable to any commercial customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under General Service Large (GSL), and the Customer must remain on the GSL rate for a minimum of twelve (12) billing periods. At the end of the twelve (12) billing period, a review will be conducted to determine if account remains as GSL or drops to GSM at the next immediate billing period.

Applicable to GSM Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GM2**)

Applicable to GSM Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GM3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**		**Per Bill**
		Single-Phase	$17.36
		Three-Phase	$23.18

plus;

(2)	**Demand Charge**		**Per kW**
		All kW	$5.00

plus;

(3)	**Usage Charge**		**Per kWh**
	GM	Tier 1: First 6,000 kWh	$0.0547
		Tier 2: Additional kWh	$0.0451
	GM2	Tier 1: First 6,000 kWh	$0.0537
		Tier 2: Additional kWh	$0.0441
	GM3	Tier 1: First 6,000 kWh	$0.0515
		Tier 2: Additional kWh	$0.0420

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kW demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 21 kW; or (3) seventy percent (70%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE GL

GENERAL SERVICE LARGE
(Effective 10/01/26)

APPLICATION

Applicable to any commercial customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GSL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GL2**)

Applicable to GSL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GL3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**		**Per Bill**
		Three-Phase	$72.20

plus;

(2)	**Demand Charge**		**Per kVA**
		All kVA	$11.29

plus;

(3)	**Usage Charge**		**Per kWh**
	GL	Tier 1: First 200,000 kWh	$0.0256
		Tier 2: Additional kWh	$0.0146
	GL2	Tier 1: First 200,000 kWh	$0.0246
		Tier 2: Additional kWh	$0.0136
	GL3	Tier 1: First 200,000 kWh	$0.0225
		Tier 2: Additional kWh	$0.0115

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 250 kVA; or (3) seventy percent (70%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE TG

GENERAL SERVICE TIME OF USE
(Effective 10/01/26)

APPLICATION

Applicable to any Customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers electing this Rate must remain on this Rate for a minimum of twelve (12) continuous billing months. If the Customer is new or does not have a history of on-peak use for June through September, and elects to accept service on the TGS Rate, the Customer's demand shall be billed at the GSL Demand Rate until the Customer establishes a separate on-peak and off-peak demand during an on-peak month.

Applicable to TGS Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**TG2**)

Applicable to TGS Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**TG3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Three-Phase	$84.20

plus;

(2)	**Demand Charge**	**Per kVA**
	On-Peak	$14.39
	Off-Peak	$ 2.8470

plus;

(3)	**Usage Charge**	**Per kWh**
	TG All kWh	$0.0085
	TG2 All kWh	$0.0075
	TG3 All kWh	$0.0055

plus;

(5)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(6) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING
For each billing period, the Customer shall be obligated to pay the Facility Charge plus the On-Peak and Off-Peak Demand Charges, regardless of actual energy usage.

DEFINITION OF TIME OF USE HOURS
The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M. each Monday through Friday, for the months of June through September excluding Independence Day and Labor Day. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND
On-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA; or (3) one hundred percent (100%) of the actual maximum on-peak demand similarly determined during the billing months of June through September in the twelve (12) months immediately preceding the current month. The On-Peak Demand Charge will be applied to each billing period.

Off-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA. The Off-Peak Demand Charge will be applied to each billing period.

USAGE CHARGE
Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

SPECIAL FACILITIES
All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

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

SCHEDULE GOS

LOCAL GOVERNMENT SERVICE SMALL
(Effective 10/01/26)

APPLICATION

Applicable to any local City, County or School District customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand equals or exceeds 21 kW in two consecutive months, account will be adjusted to bill under Local Government Service Medium (GOM), and the Customer must remain on the GOM Rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby or supplementary service.

NET MONTHLY RATE

Facility Charge		**Per Bill**
	Single-Phase	$17.36
	Three-Phase	$23.18

plus;

(2) **Usage Charge**		**Per kWh**
	Tier 1: First 2,500 kWh	$0.0891
	Tier 2: Additional kWh	$0.0467

plus;

(3) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(4) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE GOM

LOCAL GOVERNMENT SERVICE MEDIUM
(Effective 10/01/26)

APPLICATION

Applicable to any local City, County, or School District customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under Local Government Service Large (GOL), and the customer must remain on the GOL rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$17.36
	Three-Phase	$23.18

plus;

(2)	**Demand Charge**	**Per kW**
	All kW	$5.00

plus;

(3)	**Usage Charge**	**Per kWh**
	Tier 1: First 6,000 kWh	$0.0547
	Tier 2: Additional kWh	$0.0451

plus;

(4)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(5)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) The actual kW demand supplied during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 kWh × Rate per kWh
kWh in Tier 2 kWh x Rate per kWh, if applicable

SPECIAL FACILITIES

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

PAYMENT

The due date for the payment of the bill for utility services shall not be less than ten (10) business days after issuance.

SCHEDULE GOL

LOCAL GOVERNMENT SERVICE LARGE
(Effective 10/01/26)

APPLICATION

Applicable to any local City, County, or School District customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GOL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GO2**)

Applicable to GOL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GO3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Three-Phase	$72.20

plus;

(2)	**Demand Charge**	**Per kVA**
	All kVA	$11.29

plus;

(3)	**Usage Charge**		**Per kWh**
	GOL	Tier 1: First 200,000 kWh	$0.0256
		Tier 2: Additional kWh	$0.0146
	GO2	Tier 1: First 200,000 kWh	$0.0246
		Tier 2: Additional kWh	$0.0136
	GO3	Tier 1: First 200,000 kWh	$0.0225
		Tier 2: Additional kWh	$0.0115

plus;

(4) **Energy Cost Adjustment Charge** **See Schedule ECA**

plus;

(5) **Transmission Cost Recovery Factor** **See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = kWh in Tier 1 × Tier 1 Rate per kWh
kWh in Tier 2 × Tier 2 Rate per kWh, if applicable

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE T1

TEMPORARY SERVICE
(Effective 10/01/26)

APPLICATION

Applicable to short term or temporary electric service where a Customer has received a permit. This Rate is not applicable after the certificate of occupancy or building final inspection has been issued.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$17.37
	Three-Phase	$23.20

plus;

(2)	**Usage Charge**	**Per kWh**
	All kWh	$0.0893

plus;

(3)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(4)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

ADDITIONAL TEMPORARY SERVICE CHARGES

Labor	Regular time or overtime labor hourly rates in effect at the time the work is performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Material that cannot be salvaged shall be billed at the City's Warehouse cost plus twenty five percent (25%), plus applicable sales tax. At the time a temporary service is removed or converted, any loss of the installed material due to negligence or willful action by the Customer will be billed separately to the Customer at replacement cost plus twenty five percent (25%), plus applicable sales tax.
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE AF

ATHLETIC FIELD
(Effective 10/01/26)

APPLICATION

Applicable to all electric service metered at one point for use to light specified areas for athletic events. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service except in conjunction with applicable rider.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Single-Phase	$23.78
	Three-Phase	$35.66

plus;

(2)	**Demand Charge**	**Per kW**
	On-Peak	$6.33
	Off-Peak	$1.50

plus:

(3)	**Usage Charge**	**Per kWh**
	On-Peak	$0.1022
	Off-Peak	$0.0511

plus;

(4)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

plus;

(5)	**Transmission Cost Recovery Factor**	**See Schedule TCRF**

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge, regardless of actual energy usage.

DEFINITION OF ON-PEAK AND OFF-PEAK HOURS

The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M., for the months of June through September. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the actual kW demand supplied during the fifteen (15) minute period of maximum use during the current billing period as determined by the City's demand meter.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = On-Peak kWh × Rate per kWh
Off Peak kWh × Rate per kWh

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer’s service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

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

SCHEDULE LS

STREET LIGHTING
(Effective 10/01/26)

APPLICATION

Applicable to all street lighting owned and maintained by the City.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Luminaire Style Type	
	100 W Sodium Cobra (LSA)	$6.36
	250 W Sodium Cobra (LSB)	$9.01
	400 W Sodium Cobra (LSC)	$11.35
	100 W LED Cobra (LSD)	$6.36
	250 W LED Cobra (LSE)	$9.01
	400 W LED Cobra (LSF)	$11.35
	85 W LED Post (LSG)	$11.35

plus;

(2)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium (LSA)	48 kWh
250 W Sodium (LSB)	105 kWh
400 W Sodium (LSC)	159 kWh
100 W LED (LSD)	25 kWh
250 W LED (LSE)	96 kWh
400 W LED (LSF)	148 kWh
85 W LED (LSG)	23 kWh

PAYMENT

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

TRAFFIC LIGHTING
(Effective 10/01/26)

APPLICATION

Applicable to State and Local Government agencies that operate and maintain their own traffic signals.

METERED TRAFFIC LIGHTING NET MONTHLY RATE (LT)

(1)	Usage Charge	$0.0694 per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE
Billing for the Metered Traffic Lighting Usage Charge shall be based on actual kWh consumption during the billing period. Usage Charge = All kWh x Rate per kWh

UNMETERED TRAFFIC LIGHTING NET ANNUAL RATE (ULT)

(1)	Usage Charge	$0.0694 per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE
Billing for the Unmetered Traffic Lighting Usage Charge shall be based on historical recorded annual kWh consumption. Usage Charge = All kWh x Rate per kWh

Annual Usage = 904 kWh per account

PAYMENT

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

SCHEDULE UFL

UNMETERED SCHOOL ZONE/CROSSING FLASHERS
(Effective 10/01/26)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered school zone/crossing flashers.

NET ANNUAL RATE

(1)	Usage Charge	$0.0694 per kWh
plus;		
(2)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on historical recorded annual kWh consumption. The total billed usage divided by number of school zone/crossing flashers will determine the average kWh usage. This average consumption will be billed for each school zone/crossing flasher once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = All kWh × Rate per kWh

Annual Usage = 48 kWh per account

PAYMENT

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

SCHEDULE USC

UNMETERED SECURITY CAMERA
(Effective 10/01/26)

APPLICATION

Applicable to Local Government agencies that operate and maintain their own unmetered security cameras.

NET ANNUAL RATE

(1)	Facility Charge	$18.63 per bill
plus;		
(2)	Usage Charge	$0.0694 per kWh
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(1)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each camera once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per camera × kWh Rate

Annual Usage = 300 kWh per camera per account

PAYMENT

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

SCHEDULE UWF

UNMETERED WI-FI DEVICES
(Effective 10/01/26)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered Wi-Fi devices.

NET ANNUAL RATE

(1)	Facility Charge	$18.63 per bill
plus;		
(2)	Usage Charge	$0.0694 per kWh
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(4)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per device × kWh Rate

Annual Usage = 300 kWh per device per account

PAYMENT

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

SCHEDULE LO

OTHER LIGHTING
(Effective 10/01/26)

APPLICATION

Applicable to Texas Department of Transportation unmetered and metered safety lighting systems and continuous lighting systems as those terms are defined in Texas Administrative Code, Title 43, Part 1, Chapter 25, Subchapter A, Rule §25.11.

METERED LIGHTING NET MONTHLY RATE (LOB)

(1)	Usage Charge	$0.0694 per kWh

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA

METERED LIGHTING USAGE CHARGE (LOB)
Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.
Usage Charge = All kWh × Rate per kWh

UNMETERED LIGHTING NET MONTHLY RATE (LOA)

(1)	Usage Charge	$0.0694 per kWh

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA

UNMETERED LIGHTING USAGE CHARGE (LOA)
Billing for the Usage Charge shall be based on estimated kWh consumption during the billing period.
Usage Charge = (kWh Rate x Bulb Wattage/1000) x (Hours of Operation per Billing Period)

Hours of Operation per Billing Period = 333 hours
Bulb Wattage is the rated wattage of the luminaire bulb

PAYMENT

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

SCHEDULE DD

SECURITY LIGHTING
(Effective 10/01/26)

APPLICATION

Applicable to all outdoor area lighting when such lighting facilities are operated as an extension of the City's distribution system.

NET MONTHLY RATE

(1)	**Facility Charge**	**Per Bill**
	Luminaire Type	
	100 W Sodium Vapor (DSA)	$ 10.04
	250 W Sodium Vapor (DSB)	$13.29
	400 W Sodium Vapor (DSC)	$16.02
	250 W Metal Halide (DHA)	$15.63
	400 W Metal Halide (DHB)	$18.63
	100 W Equivalent LED (DSD)	$ 10.04
	250 W Equivalent LED (DSE)	$13.29
	400 W Equivalent LED (DSF)	$16.02

plus;

(2)	**Energy Cost Adjustment Charge**	**See Schedule ECA**

ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium Vapor (DSA)	48 kWh
250 W Sodium Vapor (DSB)	105 kWh
400 W Sodium Vapor (DSC)	159 kWh
250 W Metal Halide (DHA)	105 kWh
400 W Metal Halide (DHB)	159 kWh
100 W Equivalent LED (DSD)	25 kWh
250 W Equivalent LED (DSE)	96 kWh
400 W Equivalent LED (DSF)	148 kWh

TYPE OF SERVICE

The City shall furnish, install, maintain and deliver electric service to automatically controlled lighting fixtures conforming to the City's standards and subject to its published rules and regulations.

Where necessary for proper illumination or where existing poles are inadequate, the City will install or cause to be installed, one (1) wood pole with the necessary lighting hardware and overhead conductor for each installed light, at a distance not to exceed eighty (80') feet from existing lines, at no charge to the Customer. Additional contractual arrangements between the City and the Customer are subject to the Special Facilities Rider.

TERM OF CONTRACT

A two (2) year contract shall be agreed to and signed by each Customer desiring security lighting service authorizing fixed monthly charges, which may be reviewed annually, and to be applied to the Customer's monthly municipal utilities bill. In the event that a Customer requests the removal of the unit or discontinuance of the service prior to completion of two (2) years, the remainder of the contract period shall become due and payable. After the end of the initial two (2) year contract, service shall continue on a month-to-month basis and may be canceled by either party upon thirty (30) days' notice.

SPECIAL FACILITIES

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

PAYMENT

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

SCHEDULE DSL

NON-STANDARD STREET LIGHTING
(Effective 10/01/26)

APPLICATION

Applicable to street lighting owned and maintained by the Customer. Availability of this service is contingent on the existence of an executed Special Facilities Rider between the legally responsible party and the City under which the legally responsible party accepts all responsibilities, both legal and financial, related to operation and maintenance of the subject lights, including but not limited to payment of all applicable energy charges.

NET MONTHLY RATE

(1)	Facility Charge	$ 9.60per bill

plus;

(2)	Usage Charge	$0.0694 per kWh

plus;

(3)	Energy Cost Adjustment Charge	See Schedule ECA

USAGE CHARGE

Current usage charge and ECA rates are multiplied by respective kWh based on the following Bulb Wattage Factors:

Luminaire Type	Bulb Wattage Factor
100 W Sodium Vapor (DLSA)	48 kWh
250 W Sodium Vapor (DLSB)	105 kWh
400 W Sodium Vapor (DLSC)	159 kWh
250 W Metal Halide (DLHA)	105 kWh
400 W Metal Halide (DLHB)	159 kWh

ADDITIONAL SERVICE CHARGES

If the City is required to maintain the privately owned lights to ensure public safety, the owner of the lights may be subject to additional service charges. The additional service charges shall be the actual cost of performing any work required to perform the necessary maintenance including but not limited to:

Labor Regular time or overtime labor hourly rates in effect at the time the work is

	performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Any material needed to repair and/or maintain facilities will be billed at City Warehouse cost plus twenty five percent (25%).
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

PAYMENT

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

SCHEDULE EGR

ECONOMIC GROWTH RIDER
(Effective 10/01/26)

PURPOSE

The purpose of this Rider is to facilitate local economic growth and expand the ad valorem tax base of the City.

AVAILABILITY

This Rider is available to the Customers who:

(1) Receive service from Rate Schedules GSL or TGS; and

(2) Pay City ad valorem tax; and

(3) Receive no electric service discounts other than those specifically defined in the GSL or TGS Rate Schedules.

APPLICATION

This Rider is available to electric service supplied at any one location. It is for firm electric service applicable to new and existing customers as described below, over a five (5) year period. This Rider is available to the following classes of customers:

(1) New Customers whose electric service represents demand not previously served by the City at any location in the City's service area in the last twelve (12) months, where such metered demand will be in excess of 1,000 kVA and customer load factor must be greater than the City's electric system load factor, as estimated and mutually agreed upon by the General Manager of the City's electric utility and the Customer.

(2) Existing Customers served under Rate Schedules GSL or TGS who increase their prior existing metered demand by 1,000 kVA and customer load factor must be greater than the City's electric system load factor. This increase shall be verified by sub-metering (at the Customer's expense) the additional load. If sub-metering is not possible, at the discretion of the General Manager of the City's electric utility, the increase may be verified by comparing a three-month rolling average of the new level of demand to the prior demand averaged for corresponding months. During periods in which this verification method cannot be applied, the General Manager and the Customer may develop a mutually agreed-upon formula to estimate the base and additional demand levels.

In light of additional costs associated with the Economic Growth Rider and to mitigate potential risk to ratepayers, any participant in the Economic Growth Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

NET MONTHLY RATE

The Customer shall be charged under the appropriate applicable rate schedules with the exception that the monthly billing demand (for the GSL Rate) or system demand and on-peak demand (for the TGS Rate) will be adjusted in accordance with the following table:

Time Period	Reduction to Billing Demand
First Year	50%
Second Year	40%
Third Year	30%
Fourth Year	20%
Fifth Year	10%

CONTRACT PERIOD

The term of the contract will be for five (5) years.

SCHEDULE GIP

GREENSENSE INCENTIVE PROGRAM
(Effective 10/01/26)

PROGRAM SUMMARY

The objective of the GreenSense Incentive Program ("Program") is to reduce energy demand and consumption by promoting energy conservation, thereby reducing the utility bills of City Customers, reducing the peak load of the City's electric system, reducing emissions in the state, and promoting energy conservation. The Program offers incentives that may be distributed in the form of credits on the electric service bills or cash incentives to City retail customers.

Any participant in the GreenSense Incentive Program must be, at the time this program is applied for and continuing while such program is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Program is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

Program applicants will be able to qualify for multiple incentives simultaneously, unless specified in the individual guidelines. A separate application may be necessary for each incentive. The Program will be in effect each fiscal year beginning on October 1, until the allotted funding is depleted or until cancellation of the program by the City. At the time the funds are depleted, no additional applications for participation will be accepted until the next fiscal year.

Qualifying applicants must receive electric service from the City. The program guidelines and payment provisions are subject to change by the City without prior notice. The City may, at any time, discontinue the Program without prior notice. The current program guidelines may be found in the GreenSense Incentive Program Manual located at www.cityofdenton.com.

SCHEDULE ECA

ENERGY COST ADJUSTMENT
(Effective 10/01/26)

The Energy Cost Adjustment (ECA) Rate shall be set to recover the net cost of energy delivered to Customers that are not Large Load Customers and to maintain the City's electric utility in a financially sound position.

NET MONTHLY RATE

(1) **Energy Cost Adjustment Charge** **$0.0462 per kWh**

ENERGY COST ADJUSTMENT BALANCING ACCOUNT CALCULATION

The ECA Balancing Account shall be calculated using the following formula:

ECA Balancing Account = (Beginning ECA Account Balance) – (Projected Net Energy Cost)

Where:

Projected Net Energy Cost = For the next fiscal quarter, the electric utility's projected cost of electric load purchases from ERCOT plus all projected electric utility power/energy related costs for that same period including, but not limited to, power production (excluding the Denton Energy Center debt); purchased power; applicable transmission services, losses and congestion; other ERCOT charges; renewable energy credits; and financial and/or physical power/energy trades (including natural gas); less all projected revenue to be received by the electric utility for power/energy related sales and/or trades; plus applicable Franchise Fees and required ROI.

ENERGY COST ADJUSTMENT CALCULATION

ECA = [(Projected Net Energy Cost) + (ECA Balancing Account)] / (Projected kWh sales)

ENERGY COST ADJUSTMENT CHARGE

The Energy Cost Adjustment Charge shall be based on actual kWh consumption during the billing period. Energy Cost Adjustment Charge = kWh × ECA Rate

The General Manager of the City's electric utility or their designee shall calculate the ECA Balancing Account monthly. In the event that the ECA Balancing Account calculated during the last month of each fiscal quarter (December, March, June, and September) is projected to be over or under collected by $20,000,000 or more at the end of the next 4 quarters, the General Manager or their designee may recommend to the PUB and City Council a revision to the ECA to maintain the City's electric utility in a financially sound position. Any change to the ECA will be placed on the City Council's consent agenda.

SCHEDULE ECA LL

ENERGY COST ADJUSTMENT FOR LARGE LOADS
(Effective 10/01/26)

The Energy Cost Adjustment (ECA) for Large Loads (LL) Rate shall be set to recover the net cost of energy delivered to Large Load Customers and to maintain the City's electric utility in a financially sound position. This rate applies to all Large Load customers regardless of their actual monthly usage. Large Load Customers are defined as customers whose planned or actual single point of delivery meets or exceeds 20MW.

NET MONTHLY RATE

(1) **Energy Cost Adjustment for Large Load Charge** **$0.0696 per kWh**

ENERGY COST ADJUSTMENT BALANCING ACCOUNT CALCULATION

The ECA Balancing Account shall be calculated using the following formula:

ECA Balancing Account = (Beginning ECA LL Account Balance) – (Projected Net Energy Cost for Large Load)

Where:

Projected Net Energy Cost = For the next fiscal quarter, the electric utility's projected cost of electric load purchases from ERCOT to feed Large Loads plus all projected Large Load related electric utility power/energy related costs for that same period including, but not limited to, purchased power; applicable transmission services, losses and congestion; other ERCOT charges; renewable energy credits; and financial and/or physical power/energy trades (including natural gas); less all projected revenue to be received by the electric utility for Large Load related power/energy related sales and/or trades; plus applicable Franchise Fees and required ROI.

ENERGY COST ADJUSTMENT CALCULATION
ECA LL = [(Projected Large Load Net Energy Cost) + (ECA LL Balancing Account)] / (Projected Large Load kWh sales)

ENERGY COST ADJUSTMENT CHARGE

The Energy Cost Adjustment Large Load Charge shall be based on actual kWh consumption during the billing period. Energy Cost Adjustment Charge for Large Load = kWh × ECA LL Rate

The General Manager of the City's electric utility or their designee shall calculate the ECA LL Balancing Account monthly. In the event that the ECA LL Balancing Account calculated during the last month of each fiscal quarter (December, March, June, and September) is projected to be below $0 to $20,000,000 or more at the end of the next 4 quarters, the General Manager or their designee may recommend to the PUB and City Council a revision to the ECA LL to maintain the City's electric utility in a financially sound position. Any change to the ECA LL will be placed on the City Council's consent agenda.

SCHEDULE TCRF

TRANSMISSION COST RECOVERY FACTOR
(Effective 10/01/26)

The Transmission Cost Recovery Factor (TCRF) Rate shall be set to recover the costs of transmission service paid by DME to other transmission owners within the boundaries of the Electric Reliability Council of Texas ("ERCOT") region. The TCRF Rate shall be reviewed on a quarterly basis and adjusted as defined below. The TCRF Rate charges are pass-through charges to customers in order to maintain the City's electric utility in a financially sound position.

NET MONTHLY RATE	$0.0156 Per kWh
Residential	
General Service Small	
Local Government Service Small	
Temporary Service	
Athletic Field	
Traffic Lighting	
Unmetered Traffic Lighting	
Unmetered School Zone/Crossing	
Unmetered Security Camera	
Unmetered Wi-Fi Devices	

NET MONTHLY RATE	$4.45 Per kW
General Service Medium	
Local Government Service Medium	

NET MONTHLY RATE	$6.16 Per kVA
General Service Large	
Local Government Service Large	
General Service Time Of Use	

TRANSMISSION COST RECOVERY FACTOR BALANCING ACCOUNT CALCULATION
The TCRF shall be calculated using the following formula:

> TCRF Annual Billing = (Actual monthly net TCOS billing amounts charged by ERCOT transmission service providers to the City) + (Projected increases or decreases pursuant to PUCT-approved TCOS billing amount charges to ERCOT utilities) + (applicable Franchise Fees and required ROI)

During the last month of each fiscal year quarter (December, March, June, and September), the General Manager of the City's electric utility or their designee shall calculate the TCRF Balancing Account. The TCRF charge will be developed by the City for each applicable customer billing schedule herein, based on projected kWh sales for billing schedules without a demand component and on monthly peak kW or kVA for billing schedules with a demand component. The cumulative forecasted TCRF revenues from all rate classes shall fully recover the TCRF Annual Billing. The General Manager or their designee may recommend to the PUB and City Council a revision to the

TCRF to maintain the City's electric utility in a financially sound position. Any change to the TCRF will be placed on the City Council's consent agenda.

TCRF rate class allocation amount = [(TCRF annual billing) x (Projected rate class kWh usage)] / (Total projected usage for all rate classes).

SCHEDULE DGR

DISTRIBUTED GENERATION FROM RENEWABLE SOURCES RIDER
(Effective 10/01/26)

APPLICATION

This Rider is available to retail Customers receiving electric service under a City electric rate schedule who owns and operates an on-site generating system powered by a renewable resource capable of producing power, and which is interconnected with the City's electric system. Systems greater than 20 kW may be required to enter into a Purchase Power Agreement (PPA) applicable to their specific situation in lieu of this rate schedule. Renewable energy technology is any technology that exclusively relies on an energy source that is naturally regenerated over a short time and derived directly or indirectly from the sun or wind. A renewable energy technology does not rely on energy resources derived from fossil fuels, waste products from fossil fuels, or waste products from inorganic sources.

This Rider applies to a Customer-owned generating system that primarily offsets all or part of the Customer's electric service provided by the City. If the Customer-owned generating system is sized such that it produces energy in excess of a Customer's electric consumption, special arrangements and a contract may be necessary. The current interconnection guidelines may be found in the Distributed Generation Manual located at www.cityofdenton.com.

In light of additional costs associated with the Distributed Generation From Renewable Sources Rider and to mitigate potential risk to ratepayers, any participant in the Distributed Generation From Renewable Sources Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

CONDITIONS OF SERVICE

All charges, character of service, and terms and conditions of the electric rate schedule under which the Customer receives service shall apply except as expressly altered by this Rider. This Rider is subject to change at any time.

The Customer shall comply with the City's current technical requirements for distributed generation interconnection. The Customer shall obtain approval from the City prior to the installation of the on-site generating system. The Customer shall submit to the City a completed interconnection application form and signed Agreement for Interconnection and Parallel Operation of Distributed Generation before the system installation. The minimum term of an agreement under this Rider is one year, extended automatically unless terminated by either party with sixty (60) days advance written notice.

The Customer is responsible for the costs of interconnecting with the City's electric system, including transformers, service lines, or other equipment determined necessary by the City for safe installation and operation of the Customer's equipment with the City's electric system. The

Customer is responsible for any costs associated with required inspections and permits.

METERING

Metering under this Rider shall be performed by a single meter capable of registering the flow of electricity in two directions (delivered by the City's electric system to the Customer and delivered to the City's electric system by the Customer's system) to determine the Customer's generation delivered to the City.

The Value of Solar (VOS) Rate

Applicable to any customer receiving City electric service that owns an on-site distributed generation (DG) system powered by solar which is interconnected with the City's electric system and does not otherwise have a purchase power agreement with the City.

MONTHLY RATE

(1) **Value of Solar Rate** **$0.0500 per kWh**

VALUE OF SOLAR CALCULATION

VOS Credit = (all kWh delivered from customer DG to DME) * (VOS Rate)

The Value of Solar credit will be applied monthly based on all kWh delivered from Customer to City's electric system during the billing period regardless of customer usage during that month.

Beginning in the billing period after a Customer receives approval from the City, to interconnect the Customer's on-site generating system; all energy generated by the Customer's system and delivered to the City's electric system will be considered renewable energy. The Customer shall be billed for all energy delivered by the City to the Customer under the approved rates.

Any Billing Period Credit shall be applied to the utility charges due from the Customer to the City for the billing period.

INDEMNIFICATION

The Customer operating the renewable distributed generation system indemnifies the City and holds the City harmless for all damages and injuries to the City, the Customer, or others arising out of Customer's use, ownership or operation of Customer's distributed generation facilities in parallel with the City's system. Customer is solely responsible for providing adequate protection for operating in parallel with the City's system in such a manner that faults or other disturbances on the City's system do not cause damage to the Customer's distributed generation equipment.

SCHEDULE SFR

SPECIAL FACILITIES RIDER
(Effective 10/01/26)

(1) All service shall be offered from available facilities. If a Customer's service characteristics require facilities and devices not normally and readily available at the location where the Customer requests service, the total cost incurred by the City for all facilities installed, buried, relocated and/or removed shall be the responsibility of the Customer and subject to a contract entered between the City and the Customer. This contract shall be signed by both parties prior to the City providing service to the Customer.

(2) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or their designee. If a contract under this subsection is not approved by the City Manager, or their designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SCHEDULE PAF

POLE ATTACHMENT FEE
(Effective 10/01/26)

APPLICATION

This Rate is available to a licensee ("Licensee" or "licensee") who desires to access designated poles or conduits owned by the City for the purpose of installing and maintaining their facilities and associated equipment to provide services to the public. An agreement between such entity and the City or its contractor shall be executed on a separate form, but will reference, the following rate schedule:

$$\text{Rate} = \text{Space Factor} \times \text{Cost}$$

$$\text{Space Factor} = \frac{[(\text{Space Occupied}) + (2/3 \times (\text{Unusable Space} \div \text{No. of Attaching Entities}))]}{(\text{Pole Height})}$$

Cost:

in Service Areas where the number of Attaching Entities is 5 = 0.66 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 4 = 0.56 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 3 = 0.44 x (Net Cost of Bare Pole) x Carrying Charge Rate

in Service Areas where the number of Attaching Entities is 2 = 0.31 x (Net Cost of Bare Pole) x Carrying Charge Rate

NET ANNUAL RATE

(1) Annual Pole Attachment ("APA") Distribution

$/attachment/year	**2 Attachers**	**3 Attachers**	**4 Attachers**	**5 Attachers**
	$19.86	$19.78	$19.83	$19.59

plus;

(2) APA Transmission

$/attachment/year	**2 Attachers**	**3 Attachers**	**4 Attachers**	**5 Attachers**
	$410.93	$403.94	$399.99	$390.72

Note: Annual Rates (2) and (3) listed above are not available on all poles nor in all areas across the City.

MISCELLANEOUS

(1)	Unauthorized Attachment Penalty	$1,000 per attachment per pole
(2)	Undefined Work or Expense	Rate pursuant to Schedule SFR

APPLICATION AND MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to any application fees, analysis, make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City or its Contractor will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs. These fees will be as set forth in the contract agreement with the third-party contractor who provides such services, if applicable.

PAYMENT

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

SCHEDULE BIF

BANNER INSTALL FEE
(Effective 10/01/26)

APPLICATION

Applicable to any person who has completed an application and received approval from the City to have a banner installed on facilities owned by the City for the purpose of marketing and publicizing community events shall be assessed a fee based on the following schedule:

NET ANNUAL RATE

Over the Street Banner Install	$100.00 per banner
Pole One Time Banner Install	$15.00 per banner
Pole Seasonal Banner Install	$27.00 per banner

TERMS AND CONDITIONS OF SERVICE

Persons requesting the City install an Over the Street Banner must provide the City with a banner that is no more than three (3) feet tall by thirty-five (35) feet in length with six (6) feet of rope. All Over the Street Banners must be made out of mesh only (fish net type material). A sample of the banner material is recommended for approval. The City's Building Inspections Department requires an application and permit fee of sixty (60) dollars for installation of an Over the Street Banner which needs to be completed prior to contacting the City's electric utility.

Persons requesting the City install a Pole Banner must provide the City's electric utility with a banner that is no more than thirty (30) inches tall by eighty (80) inches in length with openings of two (2) inches. Pole Banners are required to be made of weather beater or vinyl material only. The appropriate application for each type of banner must be completed prior to installation and returned to a representative of the City's Electric Operations and Maintenance Division along with applicable fees listed above, a digital image of the banner, and location requests. The City's electric utility will determine install locations depending on availability. Any banners that promote sponsors or advertisement are strictly prohibited.

PAYMENT

Payment is required to the City at the time the banners are given for installation. Permit fees, when applicable, are due to Building Inspections in order to reserve specific dates.

SCHEDULE WNA

WIRELESS NODE ATTACHMENTS
(Effective 10/01/26)

APPLICATION

This Rate is available to a licensee who desires to install and maintain their wireless nodes and associated equipment to provide services to the public. An agreement between such entity and the City shall be executed separate from, but will reference, the following rate schedule:

NET ANNUAL RATE

	(1)	Facility Charge	$18.63 per node
plus;			
	(2)	Usage Charge	$0.0694 per kWh
plus;			
	(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;			
	(4)	Transmission Cost Recovery Factor	See Schedule TCRF

METERED USAGE CHARGE

Billing for the Metered Usage Charge shall be based on actual kWh consumption for each device once every twelve (12) months at the end of the fiscal year.

Usage Charge = All kWh per device × Rate per kWh

UNMETERED USAGE CHARGE

Billing for the Unmetered Usage Charge shall be based on 1) kWh consumption from similarly installed metered equipment; or 2) technical information of installed equipment provided by licensee, if similar equipment is not already metered. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year.

Usage Charge = Annual kWh per device × Rate per kWh

Annual Usage = 2,000 kWh per device per account (or calculated consumption based on technical information provided by licensee)

MISCELLANEOUS

	(1)	Unauthorized Attachment Penalty	$1,000 per attachment
	(2)	Undefined Work or Expense	Rate pursuant to Schedule SFR

MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs.

PAYMENT

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

SCHEDULE EVCR

ELECTRIC VEHICLE CHARGING RATE
(Effective 10/01/26)

APPLICATION

Applicable to vehicles that utilize charging services from City of Denton owned and operated Level 2 EV chargers.

NET ANNUAL RATE

(1)	Usage Charge	$0.0418 per minute

USAGE CHARGE

Billing for the Usage Charge shall be based on actual charging time incurred. The billing service will be provided by a third-party vendor

Usage Charge = EV Charging duration × Rate per Minute

SCHEDULE WTS

WHOLESALE TRANSMISSION SERVICE
(Effective 10/01/26)

AVAILABILITY

To Eligible Transmission Service Customers for Wholesale Transmission Service through the Denton Municipal Electric Utility transmission system, at all points where transmission facilities of adequate capacity and suitable voltage are available to provide service, in accordance with Public Utility Commission of Texas (PUC or Commission) 16 Texas Administrative Code (TAC) §§ 25.191-.203.

APPLICABILITY

Applicable only to wholesale transactions involving the wholesale purchase of electric power and energy. This tariff for Wholesale Transmission Service is applicable to Transmission Service using any transmission facilities owned by the Denton Municipal Electric Utility in accordance with 16 TAC §§ 25.191-.203.

TYPE OF SERVICE

Three phase, 60 hertz alternating current, delivered onto, or received from Denton Municipal Electric Utility's transmission system at 60,000 volts or greater and on transmission facilities that have been prepared and made available for this service.

TRANSMISSION SERVICE REQUIREMENTS

As a condition to obtaining Wholesale Transmission Service, the Transmission Service Customer shall execute an Interconnection Agreement with each Transmission Provider, in accordance with 16 TAC § 25.198, and the Transmission Service Customer shall meet all Electric Reliability Council of Texas (ERCOT) requirements as specified in the ERCOT Protocols and Operating Guides.

CONDITIONS PRECEDENT FOR RECEIVING SERVICE

Subject to the terms and conditions hereof and of 16 TAC § 25.198, the Denton Municipal Electric Utility will provide wholesale Transmission Service to any Eligible Transmission Service Customer, provided that:
(A) the eligible Transmission Service Customer has completed an Application for Transmission Service, as provided under 16 TAC § 25.198;
(B) the eligible Transmission Service Customer and Denton Municipal Electric Utility, or a third party, have completed installation of all equipment specified under the Interconnection Agreement, consistent with NERC and ERCOT guidelines as set forth in 16 TAC § 25.198;

€ the eligible Transmission Service Customer has executed an Interconnection Agreement for service under this tariff or, if necessary, requested in writing that Denton Municipal Electric Utility file a proposed unexecuted agreement with the Commission;
(D) the eligible Transmission Service Customer has arranged for Ancillary Services necessary for the transactio€(E) each wholesale load for which Transmission Service is requested maintains a power factor of 95% or greater at each point of interconnection;
(F) the Transmission Service Customer has constructed, maintains and operates the facilities on its side of each point of interconnection that are necessary to reliably interconnect and deliver power from a resource to Denton Municipal Electric Utility's transmission system and from Denton Municipal Electric Utility's transmission system to the Transmission Service Customer's loads;
(G) to the extent the Transmission Service requires the addition of facilities or upgrades to the transmission system, such facilities have been placed in service.

APPLICATION PROCEDURES

The Denton Municipal Electric Utility and the Transmission Service Customer shall comply with the application procedures for Transmission Services set forth in 16 TAC § 25.198, which shall govern such procedures.

CONSTRUCTION OF NEW FACILITIES

Construction of new facilities needed to accommodate a request for Planned Transmission Service shall be in accordance with the procedures set forth in 16 TAC § 25.198. Upon receipt of a request for Transmission Service, the Denton Municipal Electric Utility shall, if necessary, perform a System Security Study in accordance with 16 TAC § 25.198. Based on the results of the System Security Study, the Denton Municipal Electric Utility also may perform a Facilities Study, in accordance with 16 TAC § 25.198. An executed Facilities Study agreement with the Transmission Service Customer is required prior to the Denton Municipal Electric Utility performing a Facilities Study. In the event that existing facilities are inadequate to support the requested Transmission Service, Denton Municipal Electric Utility may require the Transmission Service Customer to provide a contribution in aid of construction attributable to directly assigned facilities.

LOAD SHEDDING AND CURTAILMENT

Transmission Service hereunder shall be subject to, and the Denton Municipal Electric Utility and the Transmission Service Customer will comply with, the load shedding and curtailment procedures established under 16 TAC § 25.200. Any interruption shall be based on operational factors and shall not accord a higher priority to the Denton Municipal Electric Utility's retail and wholesale customers than to its customers taking Transmission Service. Service to all customers shall be restored as quickly as possible.

PRICING FOR TRANSMISSION SERVICE WITHIN ERCOT

Charges for Transmission Service hereunder shall be in accordance with Texas Utilities Code § 35.004(d). For Transmission Service a Transmission Service Customer shall incur both an access charge, as set forth below, and loss compensation charges.

Annual Postage Stamp Charge (access charge) $0.333063 per kW of coincident peak demand determined in accordance with 16 TAC §25.192.

Monthly Postage Stamp Charge (access charge) $0.027755 per kW of coincident peak demand determined in accordance with 16 TAC §25.192.

Charges for each calendar year shall be adjusted pursuant to the schedule in the PUC's Order approving the transmission charges for that year.

PRICING FOR TRANSMISSION SERVICE FOR EXPORTS FROM ERCOT

Charges for Transmission Service for exports from ERCOT shall be in accordance with Texas Utilities Code § 35.004(d) and 16 TAC § 25.192. Transmission Service Customers exporting power from ERCOT will be assessed transmission service charges based on the amount of power actually exported and the duration of the transaction. Charges for Transmission Service for exports from ERCOT shall be determined in accordance with 16 TAC § 25.192(e) and shall be calculated using the charges set forth below:

Service Type	**Access Rate per kW of peak demand**
Hourly Rate	**$0.000038**

LOSSES

Losses shall be calculated by the Independent System Operator (ISO) in accordance with the method approved by the 16 TAC § 25.192.

RESALE OF TRANSMISSION RIGHTS

With advance written notice to the Denton Municipal Electric Utility and subject to a reasonable credit review, a Transmission Service Customer may resell any and all Transmission Service rights contracted for by the Transmission Service Customer to other wholesale market participants pursuant to 16 TAC § 25.191. The
Transmission Service Customer shall inform the Denton Municipal Electric Utility and obtain ISO approval for any resale of Transmission Service rights.

RELIABILITY GUIDELINES

To maintain reliability of the ERCOT transmission grid, Denton Municipal Electric Utility shall operate its transmission system in accordance with ERCOT Protocols, ERCOT Operating

Guides, NERC guidelines, and any other guidelines of the ISO that may apply to Denton Municipal Electric Utility' transmission system.
The Denton Municipal Electric Utility reserves the right, consistent with good utility practice and on a non-discriminatory basis, to interrupt Transmission Service without liability on the Denton Municipal Electric Utility's part for the purpose of making necessary adjustments to, changes in, or repairs to its lines, substations and other facilities, or where the continuance of Transmission Service would endanger persons or property. In the event of any adverse condition or disturbance on Denton Municipal Electric Utility's system or any other system directly or indirectly interconnected with Denton Municipal Electric Utility's system, Denton Municipal Electric Utility, consistent with Good Utility Practice, also may interrupt Transmission Service on a non-discriminatory basis in order to limit the extent or damage of the adverse condition or disturbance, to prevent damage to generating or transmission facilities, or to expedite restoration of service. The Denton Municipal Electric Utility will give the Transmission Service Customer as much advance notice as is practicable in the event of such interruption and shall restore service with due diligence.
The Transmission Service Customer's failure to respond to established emergency load shedding and curtailment procedures to relieve emergencies on Denton Municipal Electric Utility' transmission system may result in the Transmission Service Customer being deemed by Denton Municipal Electric Utility to be in default and may result in the termination of Transmission Service.

PAYMENT

Any charges due to Denton Municipal Electric Utility under this rate schedule shall be billed in accordance with 16 TAC § 25.202. Customers shall make payment to Denton Municipal Electric Utility in a manner consistent with the procedures and deadlines set forth in 16 TAC § 25.202. Any late payments by customers or customer defaults shall be handled in accordance with 16 TAC § 25.202.

CONTRACT TERM

Planned Transmission Service is available for annual service, monthly service in multiples of one-month, weekly service, and daily service. Unplanned Transmission Service is available for periods of not less than one hour or more than 30 days.

AGREEMENT

An agreement for Transmission Service containing terms and provisions consistent with 16 TAC §§ 25.191-.203 is required prior to commencement of such service. Such agreement will require approval of the City Council of Denton.

DEFINITIONS

Capitalized terms shall have the meanings set forth in 16 TAC §§ 25.5 and 25.191 .203.

AMENDMENTS TO RULES

In the event 16 TAC §§ 25.191-.203 are amended or if a new rule is adopted governing the subject matter of this tariff, this tariff shall, nevertheless, remain effective until the new tariff(s) filed pursuant to any such amendment(s) or such new rules are approved, unless the amendment(s) or new rules or an agreement of the parties provide otherwise.

PUBLIC UTILITIES COMMISSION OF TEXAS TARIFF

This Schedule WTS is subject to change. The most up to date WTS tariff rate is filed with the Public Utilities Commission of Texas

SECTION 2. The City Manager is hereby authorized to expend funds to authorize credits to Customers on their electric service bills and further to authorize cash incentives in accordance with the form and type set forth in Schedule GIP, as the installation of energy efficient upgrades is in the best interest of the City, as such will reduce energy demand and consumption, reduce the peak load of the City's electric system, reduce emissions in the state, and promote energy conservation, which are all public purposes of the City.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The rates herein adopted shall become effective, charged, and applied to all electric services rendered by the City, and all energy usage by Customers of the City effective with the first billing issued on and after October 1, 2026; and a copy of said rates shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM 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: **Office of Strategy, Budget, and Performance**

ACM: **Christine Taylor**

DATE: **July 27, 2026**

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates for Solid Waste service; providing for a repealer; providing for a severability clause; and, providing an effective date.

BACKGROUND

The proposed FY 2026-2027 Solid Waste Operating Budget and CIP was presented to the Public Utilities Board (PUB) on July 13, 2026.

The following summarizes the proposed changes to the existing Solid Waste rate schedule:

- Add the category "Front Load and Side Load Shared Services" to the rate schedule. These are existing fees for refuse and recycling, but are not defined within the rate schedule.
  - Refuse Service (Per CY) $25.09
  - Recycling Service (Per CY) $21.58

- Clarify "Redelivery" as part of the existing Delivery Service Fee.

- Reduce the per item bulk collection limit from 10 to 5.

RECOMMENDATION

Staff recommends adoption of the Fiscal Year 2026-27 Solid Waste Rates.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The proposed Solid Waste and Recycling Fiscal Year 2026-27 Operating and Capital Budget was presented to City Council on July 21, 2026

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Solid Waste Rates - Redline
Exhibit 3 – Solid Waste Rates - Clean

Respectfully submitted:
Aimee Kaslik
Chief Strategy Officer
Office of Strategy, Budget, and Performance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES FOR SOLID WASTE AND RECYCLING COLLECTION SERVICE**;** REPEALING ORDINANCE NO. 24-238; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Commented [BN1]: Not sure if this number changes each year. BN

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

SOLID WASTE AND RECYCLING RATE SCHEDULES

Residential Refuse and Recyclingleing Collection Services	2
Commercial Refuse and Recycling Collection Services	4
Processing and Disposal Services	87
Solid Waste and Recycling Services Definitions	98

RESIDENTIAL REFUSE & RECYCLING COLLECTION SERVICES
(Effective 10/01/26~~25~~)

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

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

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

Residential Collection Services Within City Limits	Monthly Rate
65 Gallon Refuse & Recycling Cart	$20.82
95 Gallon Refuse & Recycling Cart	$25.42
Additional Large Refuse Cart	$16.82
Additional Recycling Cart (each cart in excess of 2)	$15.23
Bag Outside Cart Fee – limit to no more than five (5) weekly, weighing no more than 50 pounds each.	$5.00

Residential Collection Services Outside City Limits	Monthly Rate
65 Gallon Refuse & Recycling Cart	$30.69
95 Gallon Refuse & Recycling Cart	$32.00
Additional Large Refuse Cart	$16.82
Additional Recycling Cart (each cart in excess of 2)	$15.23
Bag Outside Cart Fee - limit to no more than five (5) weekly, weighing no more than 50 pounds each.	$5.00

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

Yard Waste Cart – per cart purchase	$20.00
Cart Redelivery • Change-out fee – for the next service day	$50.00

COMMERCIAL REFUSE AND RECYCLING COLLECTION SERVICES

(Effective 10/01/26~~5~~)

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

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

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

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

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

Refuse & Recycling Rates

Commercial Cart Service

One Pair Refuse & Recycling Carts	$33.75
Additional Refuse Cart	$20.05
Additional Recycling Cart	$15.23

Front Load and Side Load Refuse Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	$75.27	$150.54	$225.81	$301.08	$376.35	$451.62
4 CY	$100.36	$200.72	$301.08	$401.44	$501.80	$602.16
6 CY	$150.54	$301.08	$451.62	$602.16	$752.70	$903.24
8 CY	$200.73	$401.46	$602.19	$802.88	$1,003.60	$1,204.32

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~~**Front Load and Side Load Refuse Service**~~

~~Size~~	~~1x Per Week~~	~~2x Per Week~~	~~3x Per Week~~	~~4x Per Week~~	~~5x Per Week~~	~~6x Per Week~~
~~3 CY~~	~~$75.27~~	~~$150.54~~	~~$225.81~~	~~$301.08~~	~~$376.35~~	~~$451.62~~
~~4 CY~~	~~$100.36~~	~~$200.72~~	~~$301.08~~	~~$401.44~~	~~$501.80~~	~~$602.16~~
~~6 CY~~	~~$150.54~~	~~$301.08~~	~~$451.62~~	~~$602.16~~	~~$752.70~~	~~$903.24~~
~~8 CY~~	~~$200.73~~	~~$401.46~~	~~$602.19~~	~~$802.92~~	~~$1,003.65~~	~~$1,200.38~~

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Front Load and Side Load Recycling Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	$64.74	$129.48	$194.22	$258.96	$323.70	$388.44
4 CY	$86.32	$172.64	$258.96	$345.28	$431.60	$517.92
6 CY	$129.487	$258.964	$388.441	$517.9288	$647.4035	$776.882
8 CY	$172.642	$345.284	$517.9286	$690.5648	$863.2010	$1,035.8472

Commented [BN2]: Updated the matrix to reflect the per cubic yard rates. Only off by a few cents. BN

Front Load and Side Load Shared Service

Refuse Service (Per CY)	$25.09
Recycling Service (Per CY)	$21.58

Valet Shared Service Rates

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

Compactor Rates

Front Load Compactor Service (Per CY)	$75.27
30 Cubic Yard Self Contained Compactor	$450.00
42 Cubic Yard Stationary Compactor	$650.00
Container Service Fee (Each Haul)	$300.00

Roll-Off Container Rates

Container Rental (Monthly)	$170.00
Container Service Fee (Each Haul)	$300.00

Commercial Organics Collection Service

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

Commercial Service Fees

Delivery (Applicable to Front Load Only)• Relocation • Inaccessible • Extra Empty • Exchange	$75.00
Redelivery • Same Day Service Fee	$50.00
Dumpster Lock Installation (one-time fee)	$20.00
Temporary Container Service Rental Fee Per Month	$80.00
Temporary Container Service Per Empty Fee	$120.00
Damaged Containers	Repl. Cost
Bulk Waste Collection – Trip Fee	$20.00
Bulk Waste Collection – Per Item Collection Fee limit of 5	$5.00
Yard Waste Service – Per Staff Hour (with a 15 minute minimum charge)	$75.00/hour

COMMERCIAL COLLECTION AND TRANSPORTATION SERVICES PERMIT SPECIAL WASTE AND RECYCABLES

(Effective 10/01/26)

PERMIT REQUIRED

Any person engaged in the collection and transport of commercial special waste or recyclables within the city must possess a current and valid permit issued by the city prior to providing collection and transportation services for commercial recyclables.

APPLICATION

Applicable to any person collecting and transporting special waste or recyclable materials as defined by the Code of the City of Denton, Texas Chapter, 24, Article VI, as amended. The applicant must sign and comply with the following requirements:

1. Article VI of Chapter 24 of the Code of the City of Denton, Texas, as may be amended from time to time;

2. Provide to the City a signed copy of the "Collection and Transportation Services Permit Application" along with any supporting documentation, as required; and,

3. Provide to the City a signed copy of the "Agreement for Collection and Transportation Services Permit."

GRANTING OF PERMIT

City staff, after reviewing the permit application and agreement, and after conducting any necessary research, may issue the permit, issue the permit with conditions, or deny the issuance of the permit. The City will establish the number of permits to be issued based on information provided by the applicant.

Collection and Transportation Rates

Commercial Recycling Permit	
Application Fee (per calendar year)	$200.00
Vehicle Permit (per vehicle per calendar year)	$400.00
Commercial Special Waste Permit	
Application Fee (per calendar year)	$200.00
Vehicle Permit (per vehicle per calendar year)	$400.00

Commented [BN3]: This rate has historically been housed in the wastewater rates. Moving to SWR, not rate change. BN

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PROCESSING AND DISPOSAL SERVICES

(Effective 10/01/26~~25~~)

Landfill Rates (per ton)	Per Ton
Gate Rate (City of Denton Residents/Businesses)	$45.50
Gate Rate (Non-Denton Residents/Businesses)	$49.50
City Hauled Disposal Rate (Open Top & Compactors)	$41.50
City of Denton Department Rate	$26.00
Sludge, Dewatered	$61.50
Clean Concrete	$23.50
Special Waste (must be pre-approved by City of Denton)	Varies
Minimum Charge (per load)	$26.50
After Hour Fee	$120.00
(First) Unsecured Loads	$25.00
(Subsequent) Unsecured Loads	30.00
Electronics Residents (Per Item)	$11.50
Electronics Non-Resident (Per Item)	$20.00
Appliances per item	$11.50
RFID Replacement Card	$25.00
Live Load fee – Minimum 15-minute charge (per hour)	$75.00
Construction & Demolition (Resident & Nonresident) (per ton)	$66.50
Shingles Rate (per ton)	$125.00

Cubic Yardage Rates (in event of scale outage)	
Uncompacted MSW (per CY)	$7.50
Compacted MSW (per CY)	$14.50

Brush and Green Waste	Per Ton
City of Denton Customer- Unbagged grass, leaves, and brush ≤ 12'- bagged material is not accepted	$30.00
Brush > 12'	$35.00
Non-City of Denton Customer- Brush Rate	$40.00

SOLID WASTE AND RECYCLING SERVICES DEFINITIONS AND INFORMATION

(Effective 10/01/26~~5~~)

Household Hazardous Waste

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

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

Electronic Equipment

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

Appliances

Refrigerators, freezers, air conditioners, or any appliance that contains or once contained coolant will be assessed the fees established herein for collection or disposal. Other appliances such as water heaters, stoves, clothes washers, dryers, ovens, etc. may be collected or disposed of for no charge. Dishwashers are not included within this definition.

Residential Remodeling

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

SPECIAL EVENT – CLEARSTREAM SERVICES

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

COMMERCIAL CART COLLECTIONS

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

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

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

Shared Commercial Services

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

Commercial Bulky Waste Collection

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

Commercial Service Requirements

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

Gate Rate

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

Right to Refuse or Deny Service

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

Special Wastes

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

Unsecured Loads

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

RADIO FREQUENCY IDENTIFICATION (RFID) REPLACEMENT CARD

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

The State of Texas assesses a landfill surcharge (30 Texas Administrative Code 330.602), the surcharge is a pass-through charge collected on behalf of the State of Texas. Any additional

assessment or fees established by a governmental entity will be added to the disposal rates and assessed on all waste delivered to the landfill.

Contracted Commercial Disposal Rates

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

Miscellaneous

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

Hourly: All hourly fees and charges established herein shall be calculated in 15 minute increments with a 15 minute minimum for the first hour.

INDEMNIFICATION AND HOLD HARMLESS

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS AT THE SERVICE LOCATION, AND ANY AND ALL CLAIMS MADE BY ANY OTHER PERSON HAVING AN INTEREST IN THE PROPERTY SITUATED AT THE SERVICE LOCATION, FOR ANY LOSS, DAMAGE, OR DETERIORATION OF THE PAVEMENT, SURFACE, SUBSURFACE MATERIALS, OR SIMILAR FACILITIES AT THE SERVICE LOCATION BY REASON OF USE THEREOF BY THE CITY'S TRUCKS THAT ARE USED TO SERVICE THE EQUIPMENT. CUSTOMER FURTHER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF DENTON, TEXAS, FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGES RELATED TO THE FURNISHING OF SOLID WASTE AND RECYCLING SERVICES PERFORMED BY THE CITY IN SERVICING SINGLE- AND MULTI-FAMILY LIVING FACILITIES AS WELL AS COMMERCIAL ENTITIES.

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

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

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

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

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

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

	Aye	Nay	Abstain	Absent
Mayor ~~Gerard Hudspeth~~Chris Watts:	_____	_____	_____	_____
~~Vicki Byrd~~Jordan Villarreal, District 1:	_____			_____
_____	_____			

~~Brian Beck~~Nick Stevens, District 2: _____ _____ _____ _____

~~Paul Meltzer~~Suzi Rumohr, District 3: _____ _____ _____ _____

Joe Holland, District 4: _____ _____ _____ _____

~~Brandon Chase McGee~~George Ferrie, At Large Place 5: _____ _____ _____ _____

Jill Jester, At Large Place 6: _____ _____ _____ _____

PASSED and APPROVED this _____ day of _____, 202~~5~~6.

_____
~~GERARD HUDSPETH~~Chris Watts, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES FOR SOLID WASTE AND RECYCLING COLLECTION SERVICE**;** REPEALING ORDINANCE NO. 24-238; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SOLID WASTE AND RECYCLING RATE SCHEDULES

Residential Refuse and Recycling Collection Services 2

Commercial Refuse and Recycling Collection Services 4

Processing and Disposal Services 8

Solid Waste and Recycling Services Definitions 9

RESIDENTIAL REFUSE & RECYCLING COLLECTION SERVICES
(Effective 10/01/26)

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

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

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

Residential Collection Services Within City Limits	Monthly Rate
65 Gallon Refuse & Recycling Cart	$20.82
95 Gallon Refuse & Recycling Cart	$25.42
Additional Large Refuse Cart	$16.82
Additional Recycling Cart (each cart in excess of 2)	$15.23
Bag Outside Cart Fee – limit to no more than five (5) weekly, weighing no more than 50 pounds each.	$5.00

Residential Collection Services Outside City Limits	Monthly Rate
65 Gallon Refuse & Recycling Cart	$30.69
95 Gallon Refuse & Recycling Cart	$32.00
Additional Large Refuse Cart	$16.82
Additional Recycling Cart (each cart in excess of 2)	$15.23
Bag Outside Cart Fee - limit to no more than five (5) weekly, weighing no more than 50 pounds each.	$5.00

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

Yard Waste Cart – per cart purchase	$20.00
Cart Redelivery • Change-out fee – for the next service day	$50.00

COMMERCIAL REFUSE AND RECYCLING COLLECTION SERVICES

(Effective 10/01/26)

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

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

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

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

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

Refuse & Recycling Rates

Commercial Cart Service

One Pair Refuse & Recycling Carts	$33.75
Additional Refuse Cart	$20.05
Additional Recycling Cart	$15.23

Front Load and Side Load Refuse Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	$75.27	$150.54	$225.81	$301.08	$376.35	$451.62
4 CY	$100.36	$200.72	$301.08	$401.44	$501.80	$602.16
6 CY	$150.54	$301.08	$451.62	$602.16	$752.70	$903.24
8 CY	$200.73	$401.46	$602.19	$802.88	$1,003.60	$1,204.32

Front Load and Side Load Recycling Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	$64.74	$129.48	$194.22	$258.96	$323.70	$388.44
4 CY	$86.32	$172.64	$258.96	$345.28	$431.60	$517.92
6 CY	$129.48	$258.96	$388.44	$517.92	$647.40	$776.88
8 CY	$172.64	$345.28	$517.92	$690.56	$863.20	$1,035.84

Front Load and Side Load Shared Service

Refuse Service (Per CY)	$25.09
Recycling Service (Per CY)	$21.58

Valet Shared Service Rates

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

Compactor Rates

Front Load Compactor Service (Per CY)	$75.27
30 Cubic Yard Self Contained Compactor	$450.00
42 Cubic Yard Stationary Compactor	$650.00
Container Service Fee (Each Haul)	$300.00

Roll-Off Container Rates

Container Rental (Monthly)	$170.00
Container Service Fee (Each Haul)	$300.00

Commercial Organics Collection Service

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

Commercial Service Fees

Delivery (Applicable to Front Load Only)• Relocation • Inaccessible • Extra Empty • Exchange	$75.00
Redelivery • Same Day Service Fee	$50.00
Dumpster Lock Installation (one-time fee)	$20.00
Temporary Container Service Rental Fee Per Month	$80.00
Temporary Container Service Per Empty Fee	$120.00
Damaged Containers	Repl. Cost
Bulk Waste Collection – Trip Fee	$20.00
Bulk Waste Collection – Per Item Collection Fee limit of 5	$5.00
Yard Waste Service – Per Staff Hour (with a 15 minute minimum charge)	$75.00/hour

COMMERCIAL COLLECTION AND TRANSPORTATION SERVICES PERMIT
SPECIAL WASTE AND RECYCABLES
(Effective 10/01/26)

PERMIT REQUIRED

Any person engaged in the collection and transport of commercial special waste or recyclables within the city must possess a current and valid permit issued by the city prior to providing collection and transportation services for commercial recyclables.

APPLICATION

Applicable to any person collecting and transporting special waste or recyclable materials as defined by the Code of the City of Denton, Texas Chapter, 24, Article VI, as amended. The applicant must sign and comply with the following requirements:

1. Article VI of Chapter 24 of the Code of the City of Denton, Texas, as may be amended from time to time;

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Miscellaneous

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

Hourly: All hourly fees and charges established herein shall be calculated in 15 minute increments with a 15 minute minimum for the first hour.

INDEMNIFICATION AND HOLD HARMLESS

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS AT THE SERVICE LOCATION, AND ANY AND ALL CLAIMS MADE BY ANY OTHER PERSON HAVING AN INTEREST IN THE PROPERTY SITUATED AT THE SERVICE LOCATION, FOR ANY LOSS, DAMAGE, OR DETERIORATION OF THE PAVEMENT, SURFACE, SUBSURFACE MATERIALS, OR SIMILAR FACILITIES AT THE SERVICE LOCATION BY REASON OF USE THEREOF BY THE CITY'S TRUCKS THAT ARE USED TO SERVICE THE EQUIPMENT. CUSTOMER FURTHER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF DENTON, TEXAS, FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGES RELATED TO THE FURNISHING OF SOLID WASTE AND RECYCLING SERVICES PERFORMED BY THE CITY IN SERVICING SINGLE- AND MULTI-FAMILY LIVING FACILITIES AS WELL AS COMMERCIAL ENTITIES.

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

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

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

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

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

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

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____

Joe Holland, District 4: _____ _____ _____ _____

George Ferrie, At Large Place 5: _____ _____ _____ _____

Jill Jester, At Large Place 6: _____ _____ _____ _____

PASSED and APPROVED this _____ day of _____, 2026.

_____
Chris Watts, MAYOR

ATTEST:
LAUREN THODEN, 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: **Office of Strategy, Budget, and Performance**

ACM: **Christine Taylor**

DATE: **July 27, 2026**

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, Texas, establishing the rates for Water service; providing for a repealer; providing for a severability clause; and, providing an effective date.

BACKGROUND

The proposed FY 2026-2027 Water Operating Budget and CIP was presented to the Public Utilities Board (PUB) on July 13, 2026.

The following summarizes the proposed changes to existing Water rates:

- 3% facility and consumption rate increase for the following rate schedules:
  - Residential Water Service
  - Commercial/Industrial Water Service
  - Metered Water From Fire Hydrant
  - Water Meter Fees
  - Fire Hydrant Installation Fees
- Wholesale Raw Water
  - Per current contract, agreed upon rate is 85% of Dallas's raw volume rate.
- Wholesale Raw Water Pass-Through
  - Increase from $0.0395 to $0.0406.

RECOMMENDATION

Staff recommends adoption of the Fiscal Year 2026-27 Water Rates.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

City Council reviewed the Fiscal Year 2026-27 Operating Budget and proposed rates during the July 21, 2026 meeting.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Water Rate Ordinance - Redline
Exhibit 3 – Water Rate Ordinance - Clean

Respectfully submitted:
Aimee Kaslik
Chief Strategic Officer
Office of Strategy, Budget, & Performance

ORDINANCE NO. 26~~5~~-_____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES AND FEES FOR WATER AND WATER SERVICE; REPEALING ORDINANCE NO. ~~23-1741~~24-2629; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Rate Schedules for water service as provided for in Section 26-127 of Chapter 26 of the Code of Ordinances are established as follows:

WATER RATE SCHEDULES

		PAGE
WR	Residential Water Service	2
WC	Commercial/Industrial Water Service Rate	6
WFH	Metered Water From Fire Hydrant	9
WW	Wholesale Treated Water Service to Upper Trinity Regional Water District	1~~0~~
WD	Water Demand	1~~0~~
WRW	Wholesale Raw Water Service to Upper Trinity Regional Water District	1~~2~~
WCL	Wholesale Raw Water Pass-Through to Upper Trinity Regional Water District from Lake Chapman into Lake Lewisville	1~~3~~
SGE	Sale of Reclaimed Water	15
RTF	Sale of Reclaimed Water at Reuse Truck Fill Station	17
	~~Water Tap and Meter Fees~~Water Infrastructure Installation Fees	1~~4~~
	Fire Hydrant Installation	2~~16~~
	Backflow Prevention	24
	Water Laboratory Testing Fees	25~~17~~
	Special Facilities Rider	26~~18~~

SCHEDULE WR
RESIDENTIAL WATER SERVICE
(Effective 10/01/26~~5~~)

APPLICATION

Applicable for single-family residential service and individually metered apartments, mobile homes, and multi-family facilities with less than four units, with wastewater service and located within the corporate limits of the City of Denton, Texas. **(WR)**

Applicable for single-family residential service, and individually metered apartments, mobile homes, and multi-family facilities with less than four units, with or without wastewater service and located outside the corporate limits of the City of Denton, Texas. **(WRO)**

Applicable to a location inside the corporate limits of the City of Denton, Texas where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. (**WRN)**

Applicable to a location outside the corporate limits of the City of Denton, Texas where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. **(WRNO)**

Applicable within the corporate limits of the City of Denton, Texas where the metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRI)**

Applicable outside the corporate limits of the City of Denton, Texas where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRIO)**

Not applicable to resale, temporary, standby, or supplementary service except as otherwise expressly provided for in this ordinance.

MONTHLY RATE **(WR)** – RESIDENTIAL WATER SERVICE
AND MONTHLY RATE **(WRN)** – METERED WATER NOT RETURNED TO WASTEWATER SYSTEM FOR COLLECTION AND TREATMENT

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$~~16.81~~17.31
	1 inch Meter	$~~21.85~~22.51
	1-1/2 inch Meter	$~~28.57~~29.43
	2 inch Meter	$~~36.13~~37.21

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$~~3.84~~3.96
5,001-7,000 gals	$~~4.13~~4.25
7,001-15,000 gals	$~~4.30~~4.43
15,001-30,000 gals	$~~7.68~~7.91
30,001-50,000 gals	$~~10.27~~10.58
Over 50,000 gals	$~~12.77~~13.15

MONTHLY RATES **(WRO) & (WRNO)** – WATER SERVICE OUTSIDE CORPORATE LIMITS

MONTHLY RATE

(1) Facility Charge

	Per Bill
3/4 inch Meter	$~~19.52~~20.11
1 inch Meter	$~~25.36~~26.12
1-1/2 inch Meter	$~~33.21~~34.21
2 inch Meter	$~~41.96~~43.22

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	~~$~~~~4.44~~4.57
5,001-7,000 gals	$4.90~~76~~
7,001-15,000 gals	~~$~~5.09~~4.94~~
15,001-30,000 gals	~~$~~9.12~~8.85~~
30,001-50,000 gals	$~~11.80~~12.15
Over 50,000 gals	$~~14.70~~15.14

MONTHLY RATES **(WRI)** – METERED WATER SERVICE FOR IRRIGATION

MONTHLY RATE

(1) Facility Charge

	Per Bill
3/4 inch Meter	$~~16.81~~17.31
1 inch Meter	$~~21.85~~22.51
1-1/2 inch Meter	$~~28.57~~29.43
2 inch Meter	$~~36.13~~37.21

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$~~3.84~~3.96
5,001-7,000 gals	$~~4.13~~4.25
7,001-15,000 gals	$4~~.30~~4.43
15,001-30,000 gals	$~~7.68~~7.91
30,001-50,000 gals	$~~10.27~~10.58

	Over 50,000 gals	$~~12.77~~13.15

MONTHLY RATES **(WRIO)** – METERED WATER SERVICE FOR IRRIGATION

MONTHLY RATE

(1) Facility Charge

	Per Bill
3/4 inch Meter	$~~19.52~~20.11
1 inch Meter	$~~25.36~~26.12
1-1/2 inch Meter	$~~33.21~~34.21
2 inch Meter	$~~41.96~~43.22

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$~~4.44~~4.57
5,001-7,000 gals	$~~4.76~~4.90
7,001-15,000 gals	$~~4.94~~5.09
15,001-30,000 gals	$~~8.85~~9.12
30,001-50,000 gals	$~~11.80~~12.15
Over 50,000 gals	$~~14.70~~15.14

MINIMUM BILLING

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

PAYMENT

In accordance with Section 26-9(a) of the City of Denton Code of ordinances, bills are due when rendered, and become past due if not paid within fifteen (15) calendar days from date of issuance.

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for water consumption shall be based on the gallon consumption during the billing period.

Formula:

$$\frac{\text{Gallons in rate block}}{\text{1,000 gallons}} \times \text{rate per 1,000 gal. in rate block}$$

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RETAIL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN

Under Stage 2 drought conditions, residential customers shall be charged a 10% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

Under Stage 3 drought conditions, residential customers shall be charged a 20% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

SCHEDULE WC

COMMERCIAL/INDUSTRIAL WATER SERVICE RATE
(Effective 10/01/26~~5~~)

APPLICATION

Applicable for all commercial and industrial users, or other water users not otherwise classified under this ordinance, for all water provided at one point of delivery and measured through one meter. **(WC)**

Applicable for all commercial and industrial users or other users not otherwise classified under this ordinance outside of the corporate limits of the City of Denton for all water service provided at one point of delivery and measured through one meter, with or without wastewater service. **(WCO)**

Applicable where the metered water is used for commercial purposes and is not returned to the wastewater system for collection and treatment. **(WCN)**

Applicable where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCI)**

Applicable where metered water is outside the corporate limits of the City of Denton, Texas and is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCIO)**

Not applicable to resale service in any event, nor to temporary, standby, or supplementary service except as otherwise expressly provided for in this ordinance.

MONTHLY RATE **(WC)** and **(WCN)**

	Facility Charge	Per Bill
	3/4 inch Meter	$~~23.71~~24.42
	1 inch Meter	$~~33.61~~34.62
	1 - l/2 inch Meter	$~~40.64~~41.86
	2 inch Meter	$~~54.10~~55.72
	3 inch Meter	$~~115.96~~119.44
	4 inch Meter	$~~229.91~~236.81
	6 inch Meter	$~~314.25~~323.68
	8 inch Meter	-$~~440.28~~453.49
	10 inch Meter	$~~630.17~~649.08
(2)	Volume Charge	$~~4.60~~4.74 per 1,000 gallons

MONTHLY RATE **(WCO)** – OUTSIDE CORPORATE LIMITS

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$~~27.58~~28.41
	1 inch Meter	$~~39.04~~40.21
	1-1/2 inch Meter	$~~47.22~~48.64
	2 inch Meter	$~~62.86~~64.75
	3 inch Meter	$~~134.68~~138.72
	4 inch Meter	$~~267.08~~275.09
	6 inch Meter	$~~365.05~~376.00
	8 inch Meter	$~~511.46~~526.80
	10 inch Meter	$~~732.02~~753.98

(2) Volume Charge $~~5.41~~5.57 per 1,000 gallons

MONTHLY RATE **(WCI) -** IRRIGATION

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$24.44~~3.73~~
	1 inch Meter	$34.62~~3.61~~
	1 -l/2 inch Meter	$41.86~~0.64~~
	2 inch Meter	$55.72~~4.10~~
	3 inch Meter	$119.44~~5.96~~
	4 inch Meter	$236.81~~29.91~~
	6 inch Meter	$323.68~~14.25~~
	8 inch Meter	$453.49~~40.28~~
	10 inch Meter	$649.08~~30.17~~

(2) Volume Charge $6.28~~10~~ per 1,000 gallons

MONTHLY RATE **(WCIO) -** IRRIGATION

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$28.41~~7.58~~
	1 inch Meter	$40.21~~39.04~~
	1-1/2 inch Meter	$48.64~~7.22~~
	2 inch Meter	$64.75~~2.86~~
	3 inch Meter	$138.72~~4.68~~
	4 inch Meter	$275.09~~67.08~~
	6 inch Meter	$376.00~~65.05~~
	8 inch Meter	$526.80~~11.46~~
	10 inch Meter	$753.98~~32.02~~

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-7,000 gals	$~~7.00~~7.21
7,001-20,000 gals	$~~7.47~~7.69
20,001-40,000 gals	$~~8.76~~9.02
Over 40,000 gals	$~~9.79~~10.08

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for the water consumption shall be based on the consumption during the billing period.

Formula:

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

COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN.

Under Stage 2 drought conditions, Commercial/Industrial customers shall be charged a 10% surcharge penalty for water usage above 80% of prior billing volumes per account per thirty (30) days.

Under Stage 3 drought conditions, Commercial/Industrial customers shall be charged a 20% surcharge penalty for water usage above 70% of prior billing volumes per account per thirty (30) days.

SCHEDULE WFH

METERED WATER FROM FIRE HYDRANT
(Effective 10/01/26~~5~~)

APPLICATION

Applicable for all water taken through a fire hydrant or other direct distribution line source at one location for private or commercial use not associated with firefighting. Customers must complete, sign, and agree to all terms and conditions stated in the "Fire Hydrant Meter Use Agreement."

DEPOSIT $4,690~~3,000~~ per meter

User shall place a deposit each time a City's hydrant meter(s) is requested. The deposit will be ~~returned~~ refunded ~~when meter is returned and final bill is paid~~ after the meter(s) is returned and the final bill, along with any other outstanding balances, has been paid, less any assessed charges for damages.

FEES

Service Fee $220
Service fee consists of delivery, installation, testing, retrieval, and stocking.

Move Fee $110
Move fee consists of uninstalling, moving, reinstalling, and testing.

NET RATE

Volume Charge $~~5.38~~5.54 per 1,000 gallons

Monthly volume shall be computed by subtracting the beginning meter reading from the ending meter reading divided by 1,000, and multiplied times the volume charge, upon the monthly return of the meter to the Water Department for reading. Per the "Fire Hydrant Meter Use Agreement", failure by the Customer to return the meter to water utilities by the 3rd day of each month for reading, results in acceptance by the Customer to pay a monthly billing equal to 100,000 gallons of water usage for the month.

Facility Charge $~~117.37~~120.89 per bill

PAYMENT

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

COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS - PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT

CONTINGENCY PLAN.

Under Stage 2 and Stage 3 drought conditions, use of water from fire hydrants limited to fire fighting, essential distribution system maintenance, and related activities. All other water use from fire hydrants will be by special permit only. The Reuse Fill station is an alternative temporary non-potable water source that is not limited by the drought contingency plan.

SCHEDULE WW

WHOLESALE TREATED WATER SERVICE
~~TO UPPER TRINITY REGIONAL WATER DISTRICT~~
(Effective 10/01/26~~5~~)

APPLICATION

Applicable to all wholesale treated water sales from the City of Denton, Texas to ~~the Upper Trinity Regional Water District (UTRWD)~~wholesale customers.

Not applicable for temporary, standby, or supplementary service.

MONTHLY CHARGES

The monthly charge for service shall be expressed as a facility charge, a volume price per 1,000 gallons and a demand price per million gallons per day (MGD) of demand.

(WW2/WW3)	(1) Facility Charge	$288.72 per bill
	(2) Water Volume Rate	$4.96 per 1,000 gallons
(WD2/WD3)	(3) Subscribed Demand Rate	$667,879 per MGD (Annual) 12 (Paid Monthly)

*Full Payment of Annual Water Demand Adjustments:

As determined in the last month of each fiscal year (September), if any outstanding or unpaid annual water demand adjustment charges exist, they shall be included in their entirety on the monthly billing for the following month of October. Water demand adjustment charges shall be billed and payable in full, in accordance with the bill payment delinquency provisions provided for below.

MINIMUM BILLING

The minimum monthly billing amount shall be the sum of the monthly facility charge plus the monthly subscribed demand rate charge.

WATER DEMAND

The demand will be billed on a monthly basis at the Water Demand Rate for the subscribed MGD water demand level. If at any time during the fiscal year the actual peak demand required, as established by the highest rate of flow controller setting for any one day during the fiscal year, is greater than the peak demand subscribed during the fiscal year, annual water demand charges will be retroactively adjusted up beginning in June for each water year.

Commented [JL2]: Per Denis - need to update and aligned with Stephen, but did not share any of these recommended rate changes to CMO.

Commented [JL3R2]: Volume -> $4.37
Facility -> $1,010.21
Demand Rate - no change

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

SCHEDULE WRW

WHOLESALE RAW WATER SERVICE TO
UPPER TRINITY REGIONAL WATER DISTRICT
(Effective 10/01/26~~5~~)

APPLICATION

Applicable to all short-term raw water sales for periods of one year or less from the City of Denton, Texas to the Upper Trinity Regional Water District (UTRWD), per the Interim Sale of Wholesale Raw Water Contract

MONTHLY CHARGES

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge: $~~1.1364~~1.2383~~-~~per 1,000 gallons

Commented [JL4]: Per Denis 7/16/26 - change to $1.2383 (85% of Dallas Proposed)

PAYMENT

Bills shall be due and payable within twenty (20) calendar days of the date a bill is rendered.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

SCHEDULE WCL

WHOLESALE RAW WATER PASS-THROUGH TO
UPPER TRINITY REGIONAL WATER DISTRICT
FROM LAKE CHAPMAN INTO LAKE LEWISVILLE
(Effective 10/01/26~~5~~)

APPLICATION

Applicable to all pass-through raw water sent from Lake Chapman into Lake Lewisville by the Upper Trinity Regional Water District (UTRWD) per the Cooper Reservoir Project Contract, as well as, all Lake Chapman water reclaimed for reuse if discharged into and subsequently withdrawn from Lewisville Lake by UTRWD or Lewisville pursuant to a reuse permit or other appropriate regulatory authorization.

MONTHLY CHARGES

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge: $~~0.0395~~0.0406 per 1,000 gallons

Commented [JL5]: Per Denis 7/16 - change to $0.0406

PAYMENT

Denton shall render bills monthly. Bills shall be due and payable within twenty (20) calendar days of the date a bill for service is rendered.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

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SCHEDULE SGE

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SALE OF RECLAIMED WATER
(Effective 10/01/26)

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APPLICATION

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

The resale of reclaimed water is prohibited. Any use of reclaimed water for potable purposes is prohibited. Use of reclaimed water shall comply with all applicable federal, state, and local regulations, including any City requirements related to approved uses, customer registration, site controls, hauling, storage, signage, and prevention of cross-connections.

PRODUCT AVAILABILITY
Reclaimed water is available for resale only if volumes are available. Supplies may be limited or unavailable.

MONTHLY RATES

(1)	Facility Charge	Per Bill
	3/4“ Meter	$30.04
	1” Meter	$42.54
	1-1/2” Meter	$51.45
	2” Meter	$68.48
	3” Meter	$146.79
	4” Meter	$291.04
	6” Meter	$397.81
	8” Meter	$557.35
	10” Meter	$797.74
(2)	Volume Charge	$3.03/1,000 gallons

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

$$\text{Effluent volume (gal)} \times \frac{\text{Volume Charge}}{1{,}000}$$

Commented [LG6]: Moved SGE schedule from Wastewater Ordinance. Also included this content in a proposed stand-alone Reclaimed Water ordinance.

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SCHEDULE RTF

SALE OF RECLAIMED WATER AT REUSE TRUCK FILL STATION(S)
(Effective 10/01/25)

APPLICATION

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

The resale of reclaimed water is prohibited. Any use of reclaimed water for potable purposes is prohibited. Use of reclaimed water shall comply with all applicable federal, state, and local regulations, including any City requirements related to approved uses, customer registration, site controls, hauling, storage, signage, and prevention of cross-connections.

PRODUCT AVAILABILITY

Reclaimed Water is available for resale only if volumes are available. Supplies may be limited or unavailable.

MONTHLY RATES

(1)	Facility Charge	$8.23/bill
(2)	Volume Charge	$2.78/1,000 gallons

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

$$\frac{\text{Effluent volume (gal)} \times \text{Volume Charge}}{1{,}000}$$

Commented [LG7]: New content. Also included the RTF schedule in a proposed stand-alone Reclaimed Water ordinance.

RTF needs to be associated with SGE in whichever ordinance it's in. Have created a proposed Reclaimed Water ordinance to include SGE and RTF

WATER ~~TAP AND METER~~INFRASTRUCTURE INSTALLATION FEES
(Effective 10/01/2~~5~~6)

APPLICATION

This schedule applies to the installation, removal, or relocation of water taps and meters by the City of Denton Utility Department at the request of a person, firm, association or corporation.

TAP AND METER FEES

Any person, association of persons, or corporation that requests that a water main tap, water meter or water meter ~~loop~~service, be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:

WATER TAPS WITH METER
All taps and meters listed in this section include the installation of a water main tap~~,~~; and a service line (See WATER SERVICE LINES 1" and 2") and water meter (see WATER METER FEES). ~~from the main to the water meter, the meter box, and water meter.~~ Water impact fees are not included.

~~For situations where portions of this installation requires a pavement cut and repair or the water service line must be bored under the street, the Paved Street fee shall apply. For installations that require a full concrete panel section of pavement to be removed and replaced, or that require a meter larger than 2 inches, the Water Utility Department will provide a special price quotation (see "fees for installations not listed" section).~~

Tap	Meter	~~Paved Street~~	~~Unpaved Street~~ Meter
1 inch	5/8 inch x 3/4 inch	$4,617.00	$2,203.005/8 inch x ¾ inch
1 inch	3/4 inch x 3/4 inch	$4,471.00	$2,086.003/4 inch x ¾ inch
1 inch	1 inch	$4,886.00	$2,277.001 inch
2 inch	1-1/2 inch	$4,500.00	$2,800.001-1/2 inch
2 inch	2 inch	$4,685.00	$2,800.002 inch

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WATER METER FEES

This section applies where there is an existing small water service installed per City of Denton Standard Specifications and Detail, including meter box with lid, on an adequately sized water main with capacity to provide the requested service~~water tap and service line of sufficient size to install a water meter~~. Situations include water meter installations for new developments and existing properties requesting a larger water meter with an existing adequately ~~sized water tap and~~ service line. ~~Fees include installation and setup of a new water meter and a new water meter box (if required).~~ Water impact fees are not included. For a meter larger than 2 inches, installations in paved area, or unique requirements, the Water Utility Department will provide a special price quotation (see "fees for installations not listed" section).

Size of Meter

5/8 inch x 3/4 inch $~~323.57~~333.28
3/4 inch x 3/4 inch $~~366.01~~376.99
1 inch $~~397.84~~409.78
1-1/2 inch $~~710.80~~732.12
2 inch $~~721.41~~743.05

SMALL WATER METER SERVICE RELOCATIONS

This section applies for relocations ~~for~~of existing water meters 2" and smaller, to ~~remove~~relocate them ~~from~~ away from conflicts with driveways, sidewalks and other surface obstructions, by open cut, to an unpaved location within a City of county ROW or City Public Utility Easement. This standard fee covers relocation of the meter box and water meter ~~and~~via water service line extension up to 10 feet and does not include pavement removal or replacement, or unpaved area restoration. For distances longer than 10 feet or circumstances requiring additional materials, equipment or labor, the Water Utility Department will provide a special price quotation in increments of 10 feet (see "~~fees for installations not listed~~FEES FOR INSTALLATIONS NOT LISTED" section).

Size of Meter Relocation of 10 Feet or Less

~~3/4 inch $302.36~~
1 inch $~~302.36~~311.43
~~1-1/2 inch $360.71~~
2 inch $~~413.75~~426.16

WATER ~~LINE TAPS~~SERVICES WITH TAPS- 1" AND 2"

This section applies to installations of 1" and 2" water services lines, including public main tap, to existing public water mains, 12" diameter and under, made of PVC, HDPE, or ductile iron, by open cut, on a residential or residential collector road.

Meter boxes are to be located in an accessible, unpaved location within a City or City Public Utility Easement.

Installations to pipes made of other materials, installations where methods other than by open cut are required, installations on mains deeper than 8', installations across roads other than residential roads, or installations requiring pavement removal and/or restoration to be performed by City, a custom price quotation (see "FEES FOR INSTALLATIONS NOT FINISHED" section).

Fees do not include surveys, geotechnical investigations, subsurface utility engineering services, engineering, or other professional services.

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Size of Service with Tap	
1 inch for 5/8" or 3/4" meter	$6,048.66
1 inch for 1" meter	$6,537.70
2 inch	$7,485.24

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LARGE TAPS TO WATER MAINS

This section applies to the installation of all water main taps 4" and larger for extension of water mains or domestic, irrigation, or dedicated private fire services, ~~larger than 2 inch diameter service lines, and fire lines, including, but not limited to, fire sprinkler lines.~~ Prices include City staff installing City-supplied tapping sleeve and isolation valve on a public water main. ~~The fees include the tapping sleeve and isolation gate valve, the installation of the tap, and the removal and restoration of the pavement for the water tap installation only. The contractor is responsible for~~ Prices do not include other necessary preparations including, but not limited to, traffic control, pavement removal, excavation, shoring, dewatering, atmospheric conditioning, main extension, backfill, compaction and restoration. Excavations that are unsafe for City staff to enter, in the sole opinion of City staff will result in work rescheduling and additional fees. ~~installing the mainline extensions, service lines, and fire lines from the tapping sleeve isolation valve.~~

Fees do not include survey, geotechnical investigations, subsurface utility engineering services, engineering, or other professional services.

~~For tap installations impacting concrete pavement that require a full concrete panel section to be removed and replaced, the Water Utility Department will provide a special price quotation. If requested, the Water Utility Department can offer to make a short extension of the main or service line to the back side of the adjacent street curb line or street right of way line based upon a special price quotation (see "fees for installations not listed" section).~~

Size of Tap	~~Paved or Unpaved Street~~
4 inch	Actual cost per tap, plus 20% administrative charge
6 inch	Actual cost per tap, plus 20% administrative charge
8 inch	Actual cost per tap, plus 20% administrative charge
12 inch	Actual cost per tap, plus 20% administrative charge

METER READINGS

Additional Meter Reading Fee is applicable to any water utility customer who requests a reading of a city meter due to a contested billing more than twice in the previous twelve (12) months and no error is found or opts out of an Automatic Meter Infrastructure (AMI) meter. Manual reading fee is applicable to any water customer who requests a Non-Standard AMI Water Meter. A" Non-Standard AMI Water Meter" is a water meter that does not have the ability and/or capability to integrate with the AMI meter reading system. Examples would be older mechanical meters, solid state meters without an AMI module and one-way RF transmit meters; these meters have to be read manually.

Charge	
Per Additional Reading	$75.00
Manual Reading of Non-Standard AMI Water Meter	$75.00 per each billing cycle

FEES FOR INSTALLATIONS NOT LISTED

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

~~For the installation of a tap, loop or meter for which a fee is not specified, the requestor shall pay in advance based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%.~~

FIRE HYDRANT INSTALLATION

(Effective 10/01/26~~5~~)

APPLICATION

This schedule applies to the installation on water mains no deeper than 8', removal, or relocation of fire hydrants by the City of Denton Utility Department. The installation price does not include the water main connection by tap. Price does not include encasement due to neighboring utility separation. The prices do not include pavement removal, restoration, or unpaved area restoration. ~~at the request of a person, firm, association or corporation.~~

Fire hydrant relocations assume relocation is possible in an existing unpaved area. Relocation or removal requests may not cause nearby structures to exceed the distance requirements to fire hydrants. The Water Utility may deny relocation or removal requests if such relocation or removal causes a structure to no longer be compliant with fire hydrant distances.

Fees do not include survey, geotechnical investigation, subsurface utility engineering services, engineering, or other professional services.

FIRE HYDRANT REMOVAL, RELOCATION, AND INSTALLATION FEES

Fire Hydrant Installation	$11,206.28
Fire Hydrant Relocate (up to 10')	$3,569.75
Fire Hydrant Removal	$2,090.55

~~Any person, association of persons, or corporation that requests that a fire hydrant be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:~~

~~Fire Hydrant Installation Paved Street Unpaved Street~~

~~Installation Fee $6,578 $4,562~~

~~Relocation Fee $3,570~~

~~Removal $2,091~~

FEES FOR INSTALLATIONS NOT LISTED

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

~~For the installation of a fire hydrant for which a fee is not specified, the requestor shall pay in advance a 50% deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation, the applicant shall be billed at actual cost, as determined by the Utility Department, plus a 20% administrative fee.~~

~~SCHEDULE BFP~~BACKFLOW PREVENTION

(Effective 10/01/26)

BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL FEES

(Effective 10/01/26)

APPLICATION

Applicable for all commercial and industrial customers, or other water users not otherwise classified under this ordinance.

MONTHLY RATES

(1) Commercial Backflow Fee $4.50/bill

(2) Backflow Program Charges (As Applicable)

(A) Test Submission Fee $25/test Report

(B) Annual Tester Registration Fee $100/registration

(C) Non-Compliance Fee $50/bill

~~WATER LABORATORY TESTING FEES~~

~~(Effective 10/01/25)~~

~~APPLICATION~~

~~Applicable to all customers and entities requesting testing and analysis services from the City~~

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~~of Denton Water/Wastewater Laboratory~~

~~RATE~~

~~Fee Description~~	~~Fee Per Test~~
~~Colilert (P/A), (Total Coliform, E. coli)~~	~~$22.00~~
~~Colilert Quantitray (MPN), (Total Coliform, E. coli)~~	~~$25.00~~
~~Colilert Quantitray (MPN), (Fecal Coliform)~~	~~$25.00~~
~~Heterotrophic Plate Counts (HPC)~~	~~$33.00~~
~~Records Search – per hour~~	~~$25.00/hour~~

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WATER LABORATORY TESTING FEES

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(Effective 10/01/26)

APPLICATION

Applicable to all customers and entities requesting testing and analysis services from the City of Denton Water/Wastewater Laboratory

RATE

Fee Description	Fee Per Test
Colilert (P/A), (Total Coliform, E. coli)	$22.00
Colilert Quantitray (MPN), (Total Coliform, E. coli)	$25.00
Colilert Quantitray (MPN), (Fecal Coliform)	$25.00

Heterotrophic Plate Counts (HPC) $33.00

Records Search – per hour $25.00/hour

The testing and analysis fees are established to recover the cost of testing water and wastewater samples.

MINIMUM BILLING

The minimum amount that may be billed shall be as follows:

$20.00 - Testing

$25.00 - Records Search

PAYMENT

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

SPECIAL FACILITIES RIDER
(Effective 10/01/26~~5~~)

(1) All service shall be offered from available facilities. If a Customer service request for a special or unusual service not otherwise provided for by the water rate ordinance, and/or requires facilities or devices which are not normally and readily available at the location at which the Customer requests the service, then the City shall provide the service subject to the requirements of paragraphs 2 and 3 of this Rider.

(2) The total cost of all facilities required to meet the Customer's special or unusual requirements, which are incurred by the City in connection with rendering the service shall be subject to a contract entered into between the City and the Customer. This contract shall be signed by both parties prior to the City providing the requested service to the Customer.

(3) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SECTION 2. Ordinance ~~24-235~~24-2629 is hereby repealed as of the effective date of this ordinance.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent or in conflict with the terms of provisions contained in the amended schedule of rates hereby enacted by this ordinance, are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all water consumption occurring on and after October 1, 2026~~5~~; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

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

	Aye	Nay	Abstain	Absent
~~Gerard Hudspeth~~Chris Watts, Mayor:		_____		_____
_____				
~~Vicki Byrd~~Jordan E. Villarreal, District 1:			_____	_____
_____				
~~Brian Beck~~Nick Stevens, District 2:		_____		_____
_____				
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____

~~Brandon Chase McGee~~George Ferrie, At Large Place 5: _____ _____

_____

~~Chris Watts~~Jill Jester, At Large Place 6: _____ _____

_____

PASSED AND APPROVED this the _____ day of _____202~~5~~6.

_____

~~GERARD HUDSPETH~~CHRIS WATTS, MAYOR

ATTEST:
~~LAUREN THODEN~~KRISTI FOGLE, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES AND FEES FOR WATER AND WATER SERVICE; REPEALING ORDINANCE NO. 24-2629; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Rate Schedules for water service as provided for in Section 26-127 of Chapter 26 of the Code of Ordinances are established as follows:

WATER RATE SCHEDULES

		PAGE
WR	Residential Water Service	2
WC	Commercial/Industrial Water Service Rate	6
WFH	Metered Water From Fire Hydrant	9
WW	Wholesale Treated Water Service to Upper Trinity Regional Water District	11
WD	Water Demand	11
WRW	Wholesale Raw Water Service to Upper Trinity Regional Water District	13
WCL	Wholesale Raw Water Pass-Through to Upper Trinity Regional Water District from Lake Chapman into Lake Lewisville	14
SGE	Sale of Reclaimed Water	15
RTF	Sale of Reclaimed Water at Reuse Truck Fill Station	17
	Water Infrastructure Installation Fees	19
	Fire Hydrant Installation	22
	Backflow Prevention	24
	Water Laboratory Testing Fees	25
	Special Facilities Rider	26

SCHEDULE WR
RESIDENTIAL WATER SERVICE
(Effective 10/01/26)

APPLICATION

Applicable for single-family residential service and individually metered apartments, mobile homes, and multi-family facilities with less than four units, with wastewater service and located within the corporate limits of the City of Denton, Texas. **(WR)**

Applicable for single-family residential service, and individually metered apartments, mobile homes, and multi-family facilities with less than four units, with or without wastewater service and located outside the corporate limits of the City of Denton, Texas. **(WRO)**

Applicable to a location inside the corporate limits of the City of Denton, Texas where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. (**WRN)**

Applicable to a location outside the corporate limits of the City of Denton, Texas where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. **(WRNO)**

Applicable within the corporate limits of the City of Denton, Texas where the metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRI)**

Applicable outside the corporate limits of the City of Denton, Texas where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRIO)**

Not applicable to resale, temporary, standby, or supplementary service except as otherwise expressly provided for in this ordinance.

MONTHLY RATE **(WR)** – RESIDENTIAL WATER SERVICE
AND MONTHLY RATE **(WRN)** – METERED WATER NOT RETURNED TO WASTEWATER SYSTEM FOR COLLECTION AND TREATMENT

(1) Facility Charge

	Per Bill
3/4 inch Meter	$17.31
1 inch Meter	$22.51
1-1/2 inch Meter	$29.43
2 inch Meter	$37.21

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$3.96
5,001-7,000 gals	$4.25
7,001-15,000 gals	$4.43
15,001-30,000 gals	$7.91
30,001-50,000 gals	$10.58
Over 50,000 gals	$13.15

MONTHLY RATES **(WRO) & (WRNO)** – WATER SERVICE OUTSIDE CORPORATE LIMITS

MONTHLY RATE

(1) Facility Charge

	Per Bill
3/4 inch Meter	$20.11
1 inch Meter	$26.12
1-1/2 inch Meter	$34.21
2 inch Meter	$43.22

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$4.57
5,001-7,000 gals	$4.90
7,001-15,000 gals	$5.09
15,001-30,000 gals	$9.12
30,001-50,000 gals	$12.15
Over 50,000 gals	$15.14

MONTHLY RATES **(WRI)** – METERED WATER SERVICE FOR IRRIGATION

MONTHLY RATE

(1) Facility Charge

	Per Bill
3/4 inch Meter	$17.31
1 inch Meter	$22.51
1-1/2 inch Meter	$29.43
2 inch Meter	$37.21

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$3.96
5,001-7,000 gals	$4.25
7,001-15,000 gals	$44.43
15,001-30,000 gals	$7.91
30,001-50,000 gals	$10.58

Over 50,000 gals	$13.15

MONTHLY RATES **(WRIO)** – METERED WATER SERVICE FOR IRRIGATION

MONTHLY RATE

(1) Facility Charge

	Per Bill
3/4 inch Meter	$20.11
1 inch Meter	$26.12
1-1/2 inch Meter	$334.21
2 inch Meter	$443.22

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$4.57
5,001-7,000 gals	$4.90
7,001-15,000 gals	$5.09
15,001-30,000 gals	$9.12
30,001-50,000 gals	$12.15
Over 50,000 gals	$15.14

MINIMUM BILLING

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

PAYMENT

In accordance with Section 26-9(a) of the City of Denton Code of ordinances, bills are due when rendered, and become past due if not paid within fifteen (15) calendar days from date of issuance.

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for water consumption shall be based on the gallon consumption during the billing period.

Formula:

$$\frac{\text{Gallons in rate block}}{\text{1,000 gallons}} \times \text{rate per 1,000 gal. in rate block}$$

RETAIL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN

Under Stage 2 drought conditions, residential customers shall be charged a 10% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

Under Stage 3 drought conditions, residential customers shall be charged a 20% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

SCHEDULE WC

COMMERCIAL/INDUSTRIAL WATER SERVICE RATE
(Effective 10/01/26)

APPLICATION

Applicable for all commercial and industrial users, or other water users not otherwise classified under this ordinance, for all water provided at one point of delivery and measured through one meter. **(WC)**

Applicable for all commercial and industrial users or other users not otherwise classified under this ordinance outside of the corporate limits of the City of Denton for all water service provided at one point of delivery and measured through one meter, with or without wastewater service. **(WCO)**

Applicable where the metered water is used for commercial purposes and is not returned to the wastewater system for collection and treatment. **(WCN)**

Applicable where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCI)**

Applicable where metered water is outside the corporate limits of the City of Denton, Texas and is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCIO)**

Not applicable to resale service in any event, nor to temporary, standby, or supplementary service except as otherwise expressly provided for in this ordinance.

MONTHLY RATE **(WC)** and **(WCN)**

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$24.42
	1 inch Meter	$34.62
	1 - l/2 inch Meter	$41.86
	2 inch Meter	$55.72
	3 inch Meter	$119.44
	4 inch Meter	$236.81
	6 inch Meter	$323.68
	8 inch Meter	$453.49
	10 inch Meter	$649.08
(2)	Volume Charge	$4.74 per 1,000 gallons

MONTHLY RATE **(WCO)** – OUTSIDE CORPORATE LIMITS

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$28.41
	1 inch Meter	$40.21
	1-1/2 inch Meter	$48.64
	2 inch Meter	$64.75
	3 inch Meter	$138.72
	4 inch Meter	$275.09
	6 inch Meter	$376.00
	8 inch Meter	$526.80
	10 inch Meter	$753.98
(2)	Volume Charge	$5.57 per 1,000 gallons

MONTHLY RATE **(WCI) -** IRRIGATION

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$24.44
	1 inch Meter	$34.62
	1 -l/2 inch Meter	$41.86
	2 inch Meter	$55.72
	3 inch Meter	$119.44
	4 inch Meter	$236.81
	6 inch Meter	$323.68
	8 inch Meter	$453.49
	10 inch Meter	$649.08
(2)	Volume Charge	$6.28 per 1,000 gallons

MONTHLY RATE **(WCIO) -** IRRIGATION

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$28.41
	1 inch Meter	$40.21
	1-1/2 inch Meter	$48.64
	2 inch Meter	$64.75
	3 inch Meter	$138.72
	4 inch Meter	$275.09
	6 inch Meter	$376.00
	8 inch Meter	$526.80
	10 inch Meter	$753.98

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-7,000 gals	$7.21
7,001-20,000 gals	$7.69
20,001-40,000 gals	$9.02
Over 40,000 gals	$10.08

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for the water consumption shall be based on the consumption during the billing period.

Formula:

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

COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN.

Under Stage 2 drought conditions, Commercial/Industrial customers shall be charged a 10% surcharge penalty for water usage above 80% of prior billing volumes per account per thirty (30) days.

Under Stage 3 drought conditions, Commercial/Industrial customers shall be charged a 20% surcharge penalty for water usage above 70% of prior billing volumes per account per thirty (30) days.

SCHEDULE WFH

METERED WATER FROM FIRE HYDRANT
(Effective 10/01/26)

APPLICATION

Applicable for all water taken through a fire hydrant or other direct distribution line source at one location for private or commercial use not associated with firefighting. Customers must complete, sign, and agree to all terms and conditions stated in the "Fire Hydrant Meter Use Agreement."

DEPOSIT $4,690 per meter

User shall place a deposit each time a City's hydrant meter(s) is requested. The deposit will be refunded after the meter(s) is returned and the final bill, along with any other outstanding balances, has been paid, less any assessed charges for damages.

FEES

Service Fee $220
Service fee consists of delivery, installation, testing, retrieval, and stocking.

Move Fee $110
Move fee consists of uninstalling, moving, reinstalling, and testing.

NET RATE

Volume Charge $5.54 per 1,000 gallons

Monthly volume shall be computed by subtracting the beginning meter reading from the ending meter reading divided by 1,000, and multiplied times the volume charge, upon the monthly return of the meter to the Water Department for reading. Per the "Fire Hydrant Meter Use Agreement", failure by the Customer to return the meter to water utilities by the 3rd day of each month for reading, results in acceptance by the Customer to pay a monthly billing equal to 100,000 gallons of water usage for the month.

Facility Charge $120.89 per bill

PAYMENT

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

COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS - PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT

CONTINGENCY PLAN.

Under Stage 2 and Stage 3 drought conditions, use of water from fire hydrants limited to fire fighting, essential distribution system maintenance, and related activities. All other water use from fire hydrants will be by special permit only. The Reuse Fill station is an alternative temporary non-potable water source that is not limited by the drought contingency plan.

SCHEDULE WW

WHOLESALE TREATED WATER SERVICE
(Effective 10/01/26)

APPLICATION

Applicable to all wholesale treated water sales from the City of Denton, Texas to wholesale customers.

Not applicable for temporary, standby, or supplementary service.

MONTHLY CHARGES

The monthly charge for service shall be expressed as a facility charge, a volume price per 1,000 gallons and a demand price per million gallons per day (MGD) of demand.

(WW2/WW3)	(1) Facility Charge	$288.72 per bill
	(2) Water Volume Rate	$4.96 per 1,000 gallons
(WD2/WD3)	(3) Subscribed Demand Rate	$667,879 per MGD (Annual) / 12 (Paid Monthly)

*Full Payment of Annual Water Demand Adjustments:

> As determined in the last month of each fiscal year (September), if any outstanding or unpaid annual water demand adjustment charges exist, they shall be included in their entirety on the monthly billing for the following month of October. Water demand adjustment charges shall be billed and payable in full, in accordance with the bill payment delinquency provisions provided for below.

MINIMUM BILLING

The minimum monthly billing amount shall be the sum of the monthly facility charge plus the monthly subscribed demand rate charge.

WATER DEMAND

The demand will be billed on a monthly basis at the Water Demand Rate for the subscribed MGD water demand level. If at any time during the fiscal year the actual peak demand required, as established by the highest rate of flow controller setting for any one day during the fiscal year, is greater than the peak demand subscribed during the fiscal year, annual water demand charges will be retroactively adjusted up beginning in June for each water year.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

SCHEDULE WRW

WHOLESALE RAW WATER SERVICE TO
UPPER TRINITY REGIONAL WATER DISTRICT
(Effective 10/01/26)

APPLICATION

Applicable to all short-term raw water sales for periods of one year or less from the City of Denton, Texas to the Upper Trinity Regional Water District (UTRWD), per the Interim Sale of Wholesale Raw Water Contract

MONTHLY CHARGES

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge: $1.2383per 1,000 gallons

PAYMENT

Bills shall be due and payable within twenty (20) calendar days of the date a bill is rendered.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

SCHEDULE WCL

WHOLESALE RAW WATER PASS-THROUGH TO
UPPER TRINITY REGIONAL WATER DISTRICT
FROM LAKE CHAPMAN INTO LAKE LEWISVILLE
(Effective 10/01/26)

APPLICATION

Applicable to all pass-through raw water sent from Lake Chapman into Lake Lewisville by the Upper Trinity Regional Water District (UTRWD) per the Cooper Reservoir Project Contract, as well as, all Lake Chapman water reclaimed for reuse if discharged into and subsequently withdrawn from Lewisville Lake by UTRWD or Lewisville pursuant to a reuse permit or other appropriate regulatory authorization.

MONTHLY CHARGES

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge:	$0.0406 per 1,000 gallons

PAYMENT

Denton shall render bills monthly. Bills shall be due and payable within twenty (20) calendar days of the date a bill for service is rendered.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

SCHEDULE SGE

SALE OF RECLAIMED WATER
(Effective 10/01/26)

APPLICATION

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

The resale of reclaimed water is prohibited. Any use of reclaimed water for potable purposes is prohibited. Use of reclaimed water shall comply with all applicable federal, state, and local regulations, including any City requirements related to approved uses, customer registration, site controls, hauling, storage, signage, and prevention of cross-connections.

PRODUCT AVAILABILITY
Reclaimed water is available for resale only if volumes are available. Supplies may be limited or unavailable.

MONTHLY RATES

(1)	Facility Charge	Per Bill
	3/4“ Meter	$30.04
	1” Meter	$42.54
	1-1/2” Meter	$51.45
	2” Meter	$68.48
	3” Meter	$146.79
	4” Meter	$291.04
	6” Meter	$397.81
	8” Meter	$557.35
	10” Meter	$797.74
(2)	Volume Charge	$3.03/1,000 gallons

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

$$\frac{\text{Effluent volume (gal)}}{1{,}000} \times \text{Volume Charge}$$

SCHEDULE RTF

SALE OF RECLAIMED WATER AT REUSE TRUCK FILL STATION(S)
(Effective 10/01/25)

APPLICATION

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

The resale of reclaimed water is prohibited. Any use of reclaimed water for potable purposes is prohibited. Use of reclaimed water shall comply with all applicable federal, state, and local regulations, including any City requirements related to approved uses, customer registration, site controls, hauling, storage, signage, and prevention of cross-connections.

PRODUCT AVAILABILITY

Reclaimed Water is available for resale only if volumes are available. Supplies may be limited or unavailable.

MONTHLY RATES

(1)	Facility Charge	$8.23/bill
(2)	Volume Charge	$2.78/1,000 gallons

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

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

Formula:

$$\frac{\text{Effluent volume (gal)}}{1{,}000} \times \text{Volume Charge}$$

WATER INFRASTRUCTURE INSTALLATION FEES

(Effective 10/01/26)

APPLICATION

This schedule applies to the installation, removal, or relocation of water taps and meters by the City of Denton Utility Department at the request of a person, firm, association or corporation.

TAP AND METER FEES

Any person, association of persons, or corporation that requests that a water main tap, water meter or water meter service, be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:

WATER TAPS WITH METER

All taps and meters listed in this section include the installation of a water main tap; and a service line (See WATER SERVICE LINES 1" and 2") and water meter (see WATER METER FEES). Water impact fees are not included.

Tap	Meter		Meter
1 inch	5/8 inch x 3/4 inch	$4,617.00	$2,203.005/8 inch x ¾ inch
1 inch	3/4 inch x 3/4 inch	$4,471.00	$2,086.003/4 inch x ¾ inch
1 inch	1 inch	$4,886.00	$2,277.001 inch
2 inch	1-1/2 inch	$4,500.00	$2,800.001-1/2 inch
2 inch	2 inch	$4,685.00	$2,800.002 inch

WATER METER FEES

This section applies where there is an existing small water service installed per City of Denton Standard Specifications and Detail, including meter box with lid, on an adequately sized water main with capacity to provide the requested service. Situations include water meter installations for new developments and existing properties requesting a larger water meter with an existing adequately service line. Water impact fees are not included. For a meter larger than 2 inches, installations in paved area, or unique requirements, the Water Utility Department will provide a special price quotation (see "fees for installations not listed" section).

Size of Meter	
5/8 inch x 3/4 inch	$333.28
3/4 inch x 3/4 inch	$376.99
1 inch	$409.78
1-1/2 inch	$732.12

2 inch $743.05

SMALL WATER METER SERVICE RELOCATIONS

This section applies for relocations of existing water meters 2" and smaller, to relocate them away from conflicts with driveways, sidewalks and other surface obstructions, by open cut, to an unpaved location within a City of county ROW or City Public Utility Easement. This standard fee covers relocation of the meter box and water meter via water service line extension up to 10 feet and does not include pavement removal or replacement, or unpaved area restoration. For distances longer than 10 feet or circumstances requiring additional materials, equipment or labor, the Water Utility Department will provide a special price quotation in increments of 10 feet (see "FEES FOR INSTALLATIONS NOT LISTED" section).

Size of Meter	Relocation of 10 Feet or Less
1 inch	$311.43
2 inch	$426.16

WATER SERVICES WITH TAPS- 1" AND 2"

This section applies to installations of 1" and 2" water services lines, including public main tap, to existing public water mains, 12" diameter and under, made of PVC, HDPE, or ductile iron, by open cut, on a residential or residential collector road.

Meter boxes are to be located in an accessible, unpaved location within a City or City Public Utility Easement.

Installations to pipes made of other materials, installations where methods other than by open cut are required, installations on mains deeper than 8', installations across roads other than residential roads, or installations requiring pavement removal and/or restoration to be performed by City, a custom price quotation (see "FEES FOR INSTALLATIONS NOT FINISHED" section).

Fees do not include surveys, geotechnical investigations, subsurface utility engineering services, engineering, or other professional services.

Size of Service with Tap	
1 inch for 5/8" or 3/4" meter	$6,048.66
1 inch for 1" meter	$6,537.70
2 inch	$7,485.24

LARGE TAPS TO WATER MAINS

This section applies to the installation of all water main taps 4" and larger for extension of water mains or domestic, irrigation, or dedicated private fire services, Prices include City staff installing City-supplied tapping sleeve and isolation valve on a public water main. Prices do not include other necessary preparations including, but not limited to, traffic control, pavement removal, excavation,

shoring, dewatering, atmospheric conditioning, main extension, backfill, compaction and restoration. Excavations that are unsafe for City staff to enter, in the sole opinion of City staff will result in work rescheduling and additional fees.

Fees do not include survey, geotechnical investigations, subsurface utility engineering services, engineering, or other professional services.

Size of Tap

4 inch	Actual cost per tap, plus 20% administrative charge
6 inch	Actual cost per tap, plus 20% administrative charge
8 inch	Actual cost per tap, plus 20% administrative charge
12 inch	Actual cost per tap, plus 20% administrative charge

METER READINGS

Additional Meter Reading Fee is applicable to any water utility customer who requests a reading of a city meter due to a contested billing more than twice in the previous twelve (12) months and no error is found or opts out of an Automatic Meter Infrastructure (AMI) meter. Manual reading fee is applicable to any water customer who requests a Non-Standard AMI Water Meter. A" Non-Standard AMI Water Meter" is a water meter that does not have the ability and/or capability to integrate with the AMI meter reading system. Examples would be older mechanical meters, solid state meters without an AMI module and one-way RF transmit meters; these meters have to be read manually.

Charge	
Per Additional Reading	$75.00
Manual Reading of Non-Standard AMI Water Meter	$75.00 per each billing cycle

FEES FOR INSTALLATIONS NOT LISTED

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

FIRE HYDRANT INSTALLATION

(Effective 10/01/26)

APPLICATION

This schedule applies to the installation on water mains no deeper than 8', removal, or relocation of

fire hydrants by the City of Denton Utility Department. The installation price does not include the water main connection by tap. Price does not include encasement due to neighboring utility separation. The prices do not include pavement removal, restoration, or unpaved area restoration.

Fire hydrant relocations assume relocation is possible in an existing unpaved area. Relocation or removal requests may not cause nearby structures to exceed the distance requirements to fire hydrants. The Water Utility may deny relocation or removal requests if such relocation or removal causes a structure to no longer be compliant with fire hydrant distances.

Fees do not include survey, geotechnical investigation, subsurface utility engineering services, engineering, or other professional services.

FIRE HYDRANT REMOVAL, RELOCATION, AND INSTALLATION FEES

Fire Hydrant Installation	$11,206.28
Fire Hydrant Relocate (up to 10')	$3,569.75
Fire Hydrant Removal	$2,090.55

FEES FOR INSTALLATIONS NOT LISTED

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

BACKFLOW PREVENTION

(Effective 10/01/26)

BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL FEES

(Effective 10/01/26)

APPLICATION

Applicable for all commercial and industrial customers, or other water users not otherwise classified under this ordinance.

MONTHLY RATES

(1) Commercial Backflow Fee $4.50/bill

(2) Backflow Program Charges (As Applicable)

(A) Test Submission Fee $25/test Report

(B) Annual Tester Registration Fee $100/registration

(C) Non-Compliance Fee $50/bill

WATER LABORATORY TESTING FEES

(Effective 10/01/26)

APPLICATION

Applicable to all customers and entities requesting testing and analysis services from the City of Denton Water/Wastewater Laboratory

RATE

Fee Description	Fee Per Test
Colilert (P/A), (Total Coliform, E. coli)	$22.00
Colilert Quantitray (MPN), (Total Coliform, E. coli)	$25.00
Colilert Quantitray (MPN), (Fecal Coliform)	$25.00
Heterotrophic Plate Counts (HPC)	$33.00
Records Search – per hour	$25.00/hour

The testing and analysis fees are established to recover the cost of testing water and wastewater samples.

MINIMUM BILLING

The minimum amount that may be billed shall be as follows:

$20.00 - Testing

$25.00 - Records Search

PAYMENT

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

SPECIAL FACILITIES RIDER

(Effective 10/01/26)

(1) All service shall be offered from available facilities. If a Customer service request for a special or unusual service not otherwise provided for by the water rate ordinance, and/or requires facilities or devices which are not normally and readily available at the location at which the Customer requests the service, then the City shall provide the service subject to the requirements of paragraphs 2 and 3 of this Rider.

(2) The total cost of all facilities required to meet the Customer's special or unusual requirements, which are incurred by the City in connection with rendering the service shall be subject to a contract entered into between the City and the Customer. This contract shall be signed by both parties prior to the City providing the requested service to the Customer.

(3) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SECTION 2. Ordinance 24-2629 is hereby repealed as of the effective date of this ordinance.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent or in conflict with the terms of provisions contained in the amended schedule of rates hereby enacted by this ordinance, are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all water consumption occurring on and after October 1, 2026; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

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

	Aye	Nay	Abstain	Absent
Chris Watts, Mayor:	_____	_____	_____	_____
Jordan E. Villarreal, District 1:		_____		_____
Nick Stevens, District 2:		_____		_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____

Jill Jester, At Large Place 6: _____ _____ _____ _____

PASSED AND APPROVED this the _____ day of _____2026.

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, 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: **Office of Strategy, Budget, and Performance**

ACM: **Christine Taylor**

DATE: **July 27, 2026**

SUBJECT
Consider recommending approval of the Electric Fiscal Year 2026-27 Operating and Capital Budget.

BACKGROUND
The purpose of this item is to seek approval regarding the Fiscal Year 2026-27 Electric Proposed Budget and Capital Improvement Program. The budget was discussed with the Public Utilities Board (PUB) during the July 13, 2026 PUB meeting. The City's budget emphasis continues to be focused on the long-term maintenance of utility assets and system reliability in addition to cost containment, financial transparency, maintaining excellent customer service and strong financial management.

RECOMMENDATION
Staff recommends the PUB approve the Electric Fiscal Year 2026-27 Operating and Capital Budget.

ESTIMATED SCHEDULE OF PROJECT
Adoption of the budget is scheduled for September 22, 2026.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
The proposed Electric Fiscal Year 2026-27 Operating and Capital Budget was presented to City Council on July 21, 2026.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

Respectfully submitted:
Aimee Kaslik
Chief Strategy Office
Office of Strategy Budget and Performance

Denton Municipal Electric

Preliminary Utility Budgets and Rates FY 2026-2027



Seth Herrell
Interim Budget Manager

Electric

Overview

- About
  - The Electric Fund is an enterprise fund for Denton Municipal Electric's (DME) operations, maintenance, and debt service to provide electric utility services in the City of Denton.
- Financial Assumptions
  - 3% base rate increase (effectively 1.5% increase)
  - Energy Cost Adjustment (ECA) and Transmission Cost Recovery Factor (TCRF) are pass through charges reviewed and adjusted quarterly.
  - TMRS rate reduction from 18.6% to 18.28%
- Major Changes in Budget
  - Creation of new Electric Planning & Inspections Division
    - Existing personnel and resources will be moved under the new Home Business Unit (HBU) to align position responsibilities with funding used to perform those operations.

Fiscal Year 2026-27

Electric

Proforma

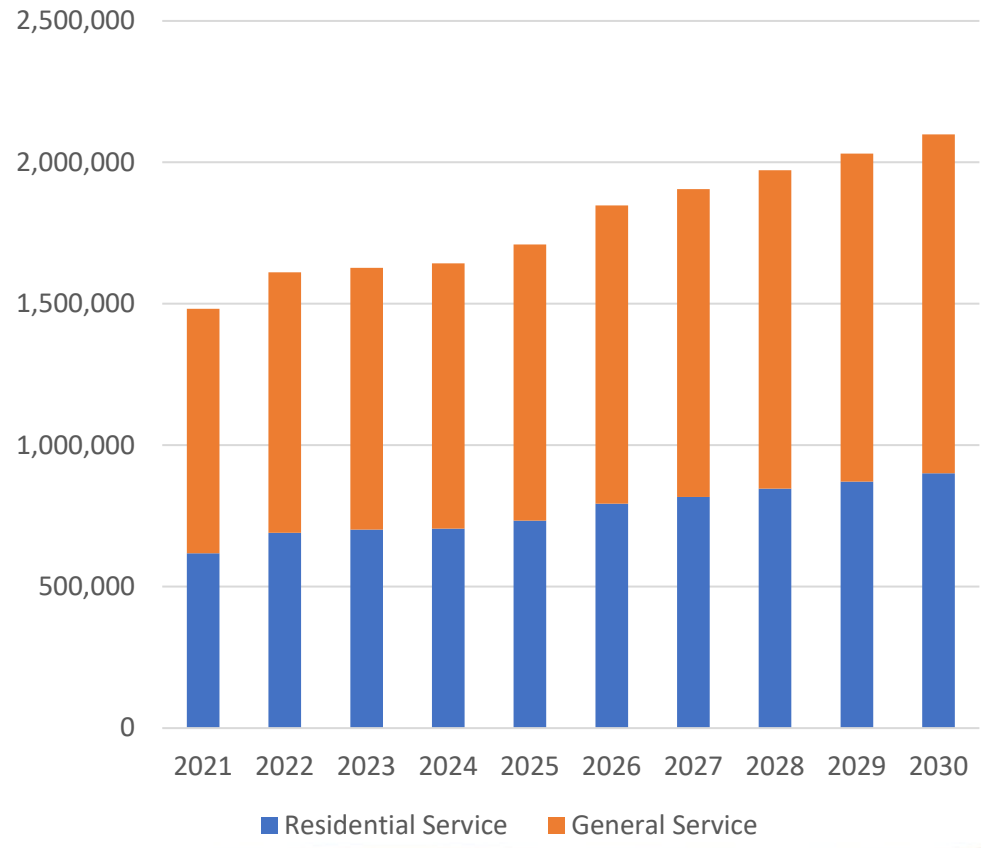
	2024-25 Actuals	2025-26 Budget	2025-26 EOY Estimate	2026-27 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	**$ 123,467,546**	**$ 110,368,104**	**$ 148,716,335**	**$ 146,330,784**	**$ 161,475,166**	**$ 191,130,297**	**$ 233,171,657**	**$ 277,069,954**
Rate Revenues								
Base Rate Revenue	$ 112,237,946	$ 139,864,728	$ 113,476,209	$ 147,327,947	$ 169,361,607	$ 181,206,647	$ 190,068,757	$ 198,048,617
TCRF Revenue	27,250,700	51,111,143	27,951,071	41,054,643	57,094,804	65,957,675	67,511,977	68,862,216
ECA Revenue	57,176,711	233,486,207	90,966,474	238,309,435	287,602,895	291,681,934	331,750,425	358,619,623
Non-rate Revenue	48,527,649	36,478,497	36,345,823	34,556,235	34,493,625	35,494,587	36,525,578	37,587,499
DEC Revenue	21,990,498	65,690,445	41,804,028	53,687,558	60,572,211	66,347,342	65,004,041	71,601,559
Total Revenue	**$ 267,183,504**	**$ 526,631,020**	**$ 310,543,605**	**$ 514,935,819**	**$ 609,125,142**	**$ 640,688,184**	**$ 690,860,779**	**$ 734,719,514**
Purchased Power	$ 77,860,647	$ 287,689,067	$ 125,635,504	$ 278,774,040	$ 331,871,891	$ 341,396,418	$ 378,340,355	$ 410,542,105
Transmission of Power	28,106,539	45,695,176	27,464,934	36,646,961	51,090,773	59,068,422	60,461,636	61,670,868
Personnel Services	24,496,835	29,473,911	24,893,119	29,676,317	30,715,729	31,786,324	32,889,036	34,024,830
Materials & Supplies	1,902,691	2,578,583	2,147,354	2,430,982	2,503,911	2,579,029	2,656,400	2,736,092
Maintenance & Repair	1,755,342	1,713,681	1,750,651	1,871,082	1,927,214	1,985,031	2,044,582	2,105,919
Insurance	1,779,695	2,081,278	2,081,277	2,109,573	2,172,860	2,238,046	2,305,187	2,374,343
Administrative Cost	22,889,347	34,480,289	24,251,650	34,737,152	40,909,065	43,042,679	46,306,770	49,207,436
Miscellaneous	1,348,599	1,031,615	1,466,876	1,524,615	1,569,603	1,615,942	1,663,670	1,712,830
Operations	8,158,662	12,009,467	9,838,853	13,861,457	14,269,705	14,690,200	15,123,310	15,569,413
Debt Service Transfers	75,129,629	71,913,275	72,483,048	75,163,503	78,558,632	75,728,356	80,034,666	83,654,095
Interfund Transfers	18,209,263	19,340,890	19,340,890	19,495,755	20,080,627	20,683,046	21,303,538	21,942,644
Transfers to Capital Projects	2,178,517	1,575,000	1,575,000	3,500,000	3,800,000	3,833,333	3,833,333	3,833,333
Total Expenditures	**$ 263,815,765**	**$ 509,582,232**	**$ 312,929,156**	**$ 499,791,437**	**$ 579,470,011**	**$ 598,646,824**	**$ 646,962,482**	**$ 689,373,907**
Ending Fund Balance	**$ 126,835,286**	**$ 127,416,892**	**$ 146,330,784**	**$ 161,475,166**	**$ 191,130,297**	**$ 233,171,657**	**$ 277,069,954**	**$ 322,415,562**
Change in Fund Balance (Use of Reserves)	**$ 3,367,740**	**$ 17,048,788**	**$ (2,385,551)**	**$ 15,144,382**	**$ 29,655,131**	**$ 42,041,360**	**$ 43,898,297**	**$ 45,345,608**
Rate Increases								
Base Rate				3.0%	7.0%	7.0%	4.0%	3.0%
Working Capital (8%) & Op Reserves (>38%)	**$ 121,355,252**	**$ 234,407,827**	**$ 143,947,412**	**$ 229,904,061**	**$ 266,556,205**	**$ 275,377,539**	**$ 297,602,742**	**$ 317,111,997**
Working Capital (8%) & Op Reserves (>61%)	**$ 182,032,878**	**$ 351,611,740**	**$ 215,921,117**	**$ 344,856,091**	**$ 399,834,308**	**$ 413,066,309**	**$ 446,404,113**	**$ 475,667,996**
Ending Fund Balance Minimum Target Met	**YES**	**NO**	**YES**	**NO**	**NO**	**NO**	**NO**	**YES**
Debt Service Coverage Ratio (DSCR)	1.38	1.74	1.32	1.71	1.95	2.17	2.17	2.18

DME Growth Projections

- Forecasted Retail Sales Grown (MWh)*

Year	Residential Service	General Service	% Chg.
2021	617,855	864,993	
2022	690,423	921,237	8.69%
2023	701,789	925,072	0.94%
2024	705,197	938,095	1.01%
2025	733,687	975,994	4.04%
2026	**793,116**	**1,055,050**	**8.10%**
2027	817,702	1,087,756	3.10%
2028	846,322	1,125,828	3.50%
2029	871,711	1,159,602	3.00%
2030	900,478	1,197,869	3.30%

*excludes Data Center



Fiscal Year 2026-27

Electric

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
DISTRIBUTION SUBSTATIONS	$ 7,250	$ 3,850	$ 5,200	$ 4,600	$ 350	$ 21,250
DISTRIBUTION TRANSFORMERS	17,000	12,000	12,000	12,000	12,000	65,000
DME - PRODUCTION PLANT	-	7,900	833	7,433	4,833	21,000
ELECTRIC - RELOCATIONS	5,500	5,500	1,500	1,500	1,500	15,500
FEEDER EXTENSIONS & IMPROVEMENTS	12,875	12,210	10,146	10,434	9,424	55,089
METERING OPERATIONS	1,940	1,931	20,853	20,833	864	46,421
NEW RESIDENTIAL & COMMERCIAL	9,450	9,553	9,670	9,789	9,908	48,369
POWER FACTOR IMPROVEMENT	250	200	200	200	200	1,050
STREET LIGHTING	695	695	495	495	295	2,675
TECHNOLOGY - SOFTWARE/HARDWARE	2,400	1,700	2,750	4,750	1,250	12,850
TRANSMISSION LINES	1,020	2,300	13,750	15,590	13,900	46,560
TRANSMISSION SUBSTATIONS	4,610	3,580	7,780	7,530	1,330	24,830
VEHICLES	3,000	3,000	3,000	3,000	3,000	15,000
BUILDING CONSTRUCTION	2,000	-	-	-	-	2,000
TOTAL	**$ 67,990**	**$ 64,418**	**$ 88,178**	**$ 98,154**	**$ 58,854**	**$ 377,595**

Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt	$ 59,490	$ 55,618	$ 81,595	$ 79,481	$ 39,671	$ 315,855
Revenue	3,500	3,800	3,833	3,833	3,833	18,800
Cost Participation	5,000	5,000	2,750	14,840	15,350	42,940
TOTAL	**$ 67,990**	**$ 64,418**	**$ 88,178**	**$ 98,154**	**$ 58,854**	**$ 377,595**

Preliminary Rate Changes

Residential Electric Service	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill				
Single-Phase Service (R2)	$8.80	$9.06	$0.26	3%
Three-Phase Service (R2)	$17.59	$18.12	$0.53	3%
Prepaid Service (P2)	$16.26	$16.75	$0.49	3%
Usage Charge per kWh				
Winter (Billing months of November through August				
Tier 1: first 600 kWh	$0.0694	$0.0715	$0.0021	3%
Tier 2: Additional kWh	$0.0462	$0.0476	$0.0014	3%
Summer (Billing months of May through October)				
Tier 1: All kWh	$0.0694	$0.0715	$0.0021	3%

Preliminary Rate Changes

General Service Small	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill				
Single-Phase	$16.85	$17.36	$0.51	3%
Three-Phase	$22.50	$23.18	$0.68	3%
Usage Charge per kWh				
Tier 1: First 2,500 kWh	$0.0865	$0.0891	$0.0026	3%
Tier 2: Additional kWh	$0.0453	$0.0467	$0.0014	3%

General Service Medium	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill				
Single-Phase	$16.85	$17.36	$0.51	3%
Three-Phase	$22.50	$23.18	$0.68	3%
Demand Charge per kW				
All kW	$4.85	$5.00	$0.15	3%
Usage Charge per kWh				
GM Tier 1: First 6,000 kWh	$0.0531	$0.0547	$0.0016	3%
Tier 2: Additional kWh	$0.0438	$0.0451	$0.0013	3%
GM2 Tier 1: First 6,000 kWh	$0.0521	$0.0537	$0.0016	3%
Tier 2: Additional kWh	$0.0428	$0.0441	$0.0013	3%
GM3 Tier 1: First 6,000 kWh	$0.0500	$0.0515	$0.0015	3%
Tier 2: Additional kWh	$0.0408	$0.0420	$0.0012	3%

Preliminary Rate Changes

General Service Large	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill				
Three-Phase	$70.10	$72.20	$2.10	3%
Demand Charge per kVA				
All kVA	$10.96	$11.29	$0.33	3%
Usage Charge per kWh				
GL Tier 1: First 200,000 kWh	$0.0249	$0.0256	$0.0007	3%
Tier 2: Additional kWh	$0.0142	$0.0146	$0.0004	3%
GL2 Tier 1: First 200,000 kWh	$0.0239	$0.0246	$0.0007	3%
Tier 2: Additional kWh	$0.0132	$0.0136	$0.0004	3%
GL3 Tier 1: First 200,000 kWh	$0.0218	$0.0225	$0.0007	3%
Tier 2: Additional kWh	$0.0112	$0.0115	$0.0003	3%

General Service Time of Use	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill				
Three-Phase	$81.75	$84.20	$2.45	3%
Demand Charge per kVA				
On-Peak	$13.97	$14.39	$0.42	3%
Off-Peak	$2.76	$2.84	$0.08	3%
Usage Charge per kWh				
TG All kWh	$0.0083	$0.0085	$0.0002	3%
TG2 All kWh	$0.0073	$0.0075	$0.0002	3%
TG3 All kWh	$0.0053	$0.0055	$0.0002	3%

Preliminary Rate Changes

Local Government Service Small	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill				
Single-Phase	$16.85	$17.36	$0.51	3%
Three-Phase	$22.50	$23.18	$0.68	3%
Usage Charge per kWh				
Tier 1: First 2,500 kWh	$0.0865	$0.0891	$0.0026	3%
Tier 2: Additional kWh	$0.0453	$0.0467	$0.0014	3%

Local Government Service Medium	Current FY26	Proposed FY27	$ Change	Change %
Facility Charge per bill				
Single-Phase	$16.85	$17.36	$0.51	3%
Three-Phase	$22.50	$23.18	$0.68	3%
Demand Charge per kW				
All kW	$4.85	$5.00	$0.15	3%
Usage Charge per kWh				
Tier 1: First 6,000 kWh	$0.0531	$0.0547	$0.0016	3%
Tier 2: Additional kWh	$0.0438	$0.0451	$0.0013	3%

Preliminary Rate Changes

Local Government Service Large		Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill					
	Three-Phase	$70.10	$72.20	$2.10	3%
Demand Charge per kVA					
	All kVA	$10.96	$11.29	$0.33	3%
Usage Charge per kWh					
GOL	Tier 1: First 200,000 kWh	$0.0249	$0.0256	$0.0007	3%
	Tier 2: Additional kWh	$0.0142	$0.0146	$0.0004	3%
GO2	Tier 1: First 200,000 kWh	$0.0239	$0.0246	$0.0007	3%
	Tier 2: Additional kWh	$0.0132	$0.0136	$0.0004	3%
GO3	Tier 1: First 200,000 kWh	$0.0218	$0.0225	$0.0007	3%
	Tier 2: Additional kWh	$0.0112	$0.0115	$0.0003	3%

Preliminary Rate Changes

Temporary Service	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill				
Single-Phase	$16.85	$17.36	$0.51	3%
Three-Phase	$22.52	$23.20	$0.68	3%
Usuage Charge per kWh				
All kWh	$0.0867	$0.0893	$0.0026	3%

Athletic Field	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill				
Single-Phase	$23.09	$23.78	$0.69	3%
Three-Phase	$34.62	$35.66	$1.04	3%
Demand Charge per kVA				
On-Peak	$6.15	$6.33	$0.18	3%
Off-Peak	$1.46	$1.50	$0.04	3%
Usage Charge per kWh				
On-Peak	$0.0992	$0.1022	$0.0030	3%
Off-Peak	$0.0496	$0.0511	$0.0015	3%

Preliminary Rate Changes

Street Lighting	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill				
Luminaire Style Type				
100 W Sodium Cobra (LSA)	$6.17	$6.36	$0.19	3%
250 W Sodium Cobra (LSB)	$8.75	$9.01	$0.26	3%
400 W Sodium Cobra (LSC)	$11.02	$11.35	$0.33	3%
100 W LED Cobra (LSD)	$6.17	$6.36	$0.19	3%
250 W LED Cobra (LSE)	$8.75	$9.01	$0.26	3%
400 W LED Cobra (LSF)	$11.02	$11.35	$0.33	3%
85 W LED Post (LSG)	$11.02	$11.35	$0.33	3%

Traffic Lighting	Current FY26	Proposed FY27	$ Change	% Change
Metered Traffic Lighting Net Monthly Rate (LT)				
Usage Charge per kWh	$0.0674	$0.0694	$0.0020	3%
Unmetered Traffic Lighting Net Annual Rate (ULT)				
Usage Charge per kWh	$0.0674	$0.0694	$0.0020	3%

Preliminary Rate Changes

Unmetered School Zone Crossing Flashers	Current FY26	Proposed FY27	$ Change	% Change
Usage Charge per kWh	$0.0674	$0.0694	$0.0020	3%

Unmetered Security Camera	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill	$18.09	$18.63	$0.54	3%
Usage Charge per kWh	$0.0674	$0.0694	$0.0020	3%

Unmetered Wi-Fi Devices	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill	$18.09	$18.63	$0.54	3%
Usage Charge per kWh	$0.0674	$0.0694	$0.0020	3%

Preliminary Rate Changes

Other Lighting	Current FY26	Proposed FY27	$ Change	% Change
Metered Lighting Net Monthly Rate (LOB)				
Usage Charge per kWh	$0.0674	$0.0694	$0.0020	3%
Unmetered Lighting Net Monthly Rate (LOA)				
Usage Charge per kWh	$0.0674	$0.0694	$0.0020	3%

Security Lighting	Current FY26	Proposed FY27	$ Change	% Change
Facility Charge per bill				
Luminaire Style Type				
100 W Sodium Vapor (DSA)	$9.75	$10.04	$0.29	3%
250 W Sodium Vapor (DSB)	$12.90	$13.29	$0.39	3%
400 W Sodium Vapor (DSC)	$15.55	$16.02	$0.47	3%
250 W Metal Halide (DHA)	$15.17	$15.63	$0.46	3%
400 W Metal Halide (DHB)	$18.09	$18.63	$0.54	3%
100 W Equivalent LED (DSD)	$9.75	$10.04	$0.29	3%
250 W Equivalent LED (DSE)	$12.90	$13.29	$0.39	3%
400 W Equivalent LED (DSF)	$15.55	$16.02	$0.47	3%

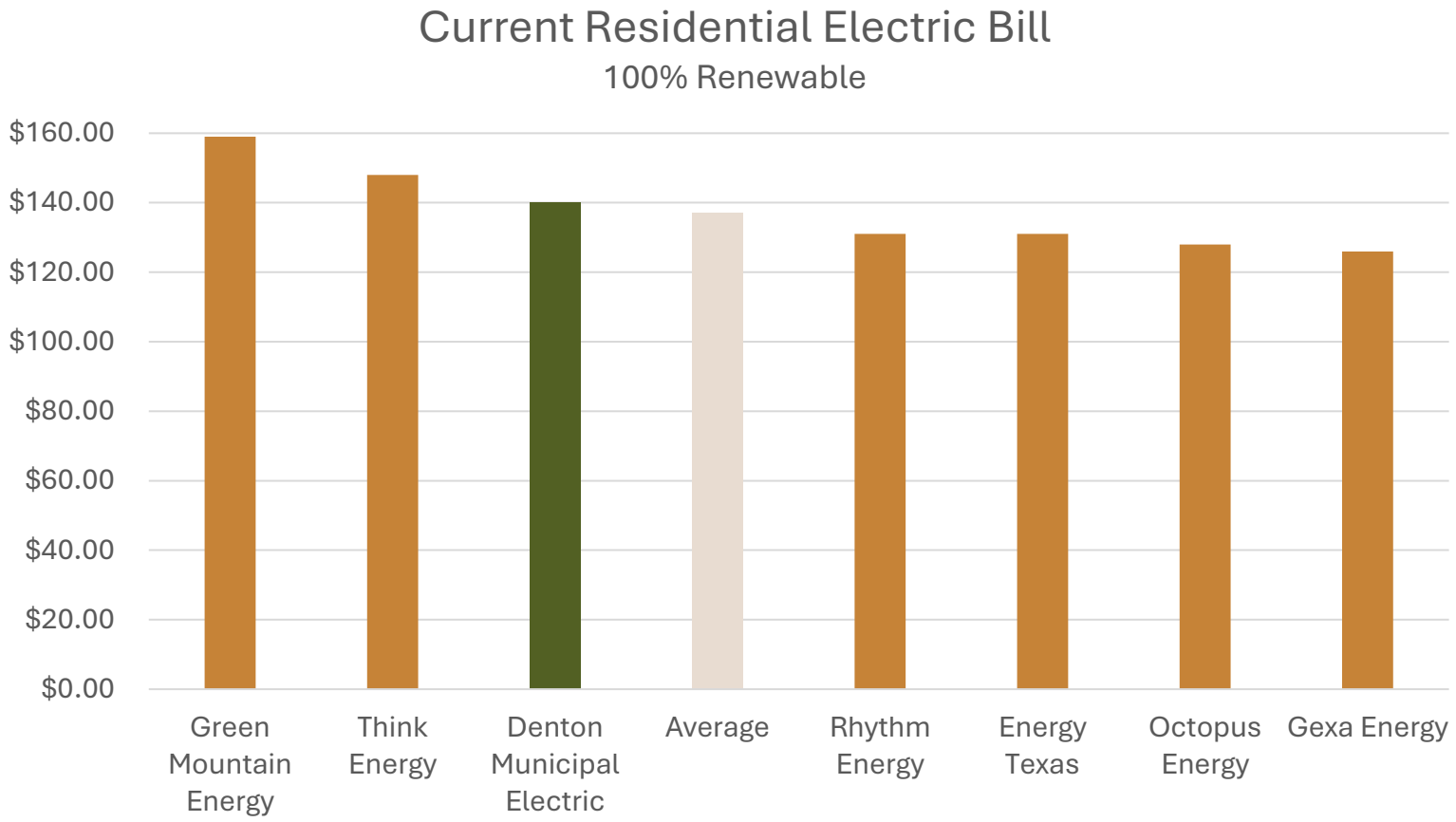
Preliminary Rate Changes

Non-Standard Street Lighting	**Current FY26**	**Proposed FY27**	**$ Change**	**% Change**
Facility Charge per bill	$9.32	$9.60	$0.28	3%
Usage Charge per kWh	$0.0674	$0.0694	$0.0020	3%

Wireless Node Attachments	**Current FY26**	**Proposed FY27**	**$ Change**	**% Change**
Facility Charge per bill	$18.09	$18.63	$0.54	3%
Usage Charge per kWh	$0.0674	$0.0694	$0.0020	3%

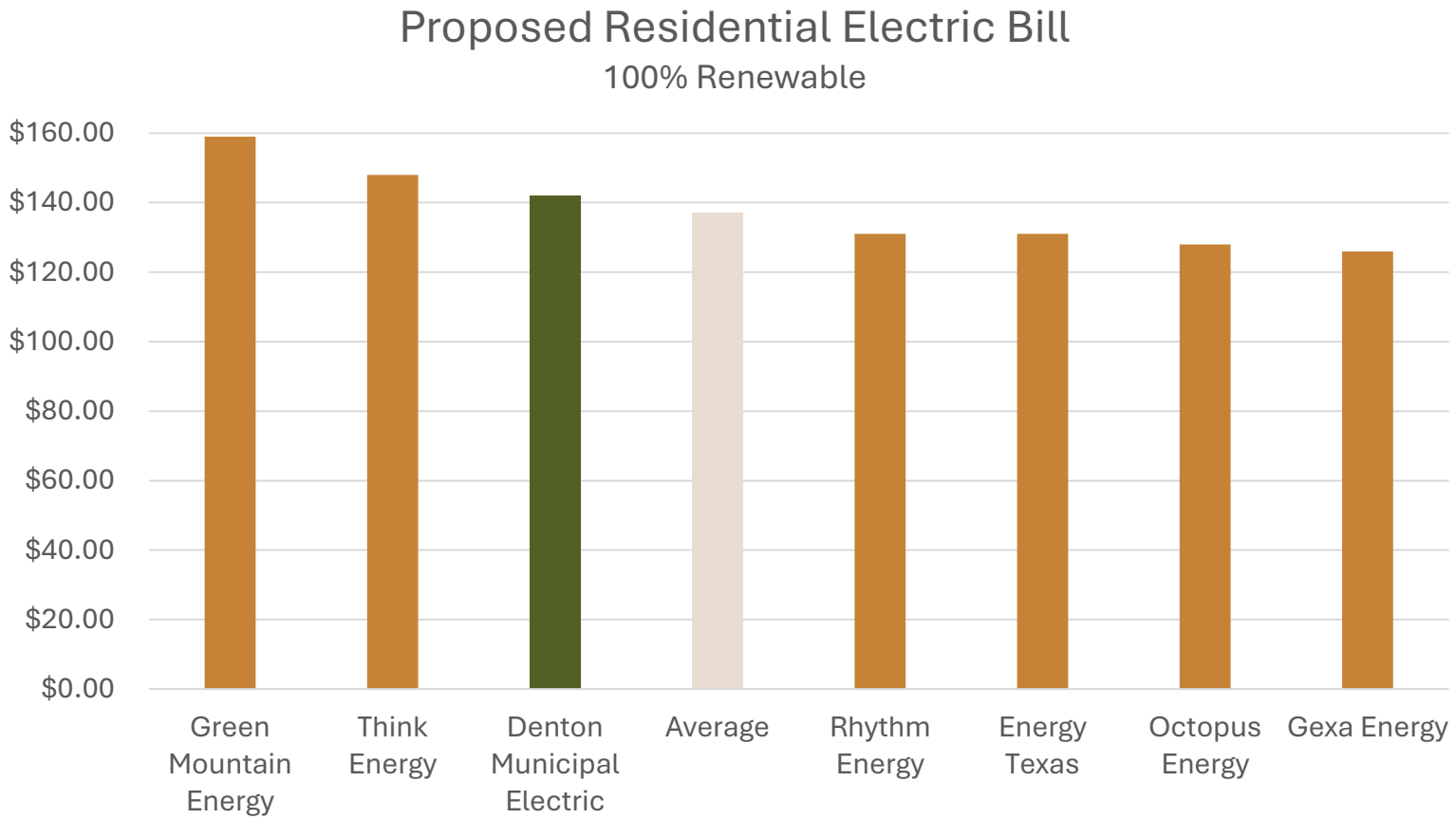
Electric Vehicle Charging Rate	**Current FY26**	**Proposed FY27**	**$ Change**	**% Change**
Usage Charge per kWh	$0.0406	$0.0418	$0.0012	3%

Current Residential Rate Comparison



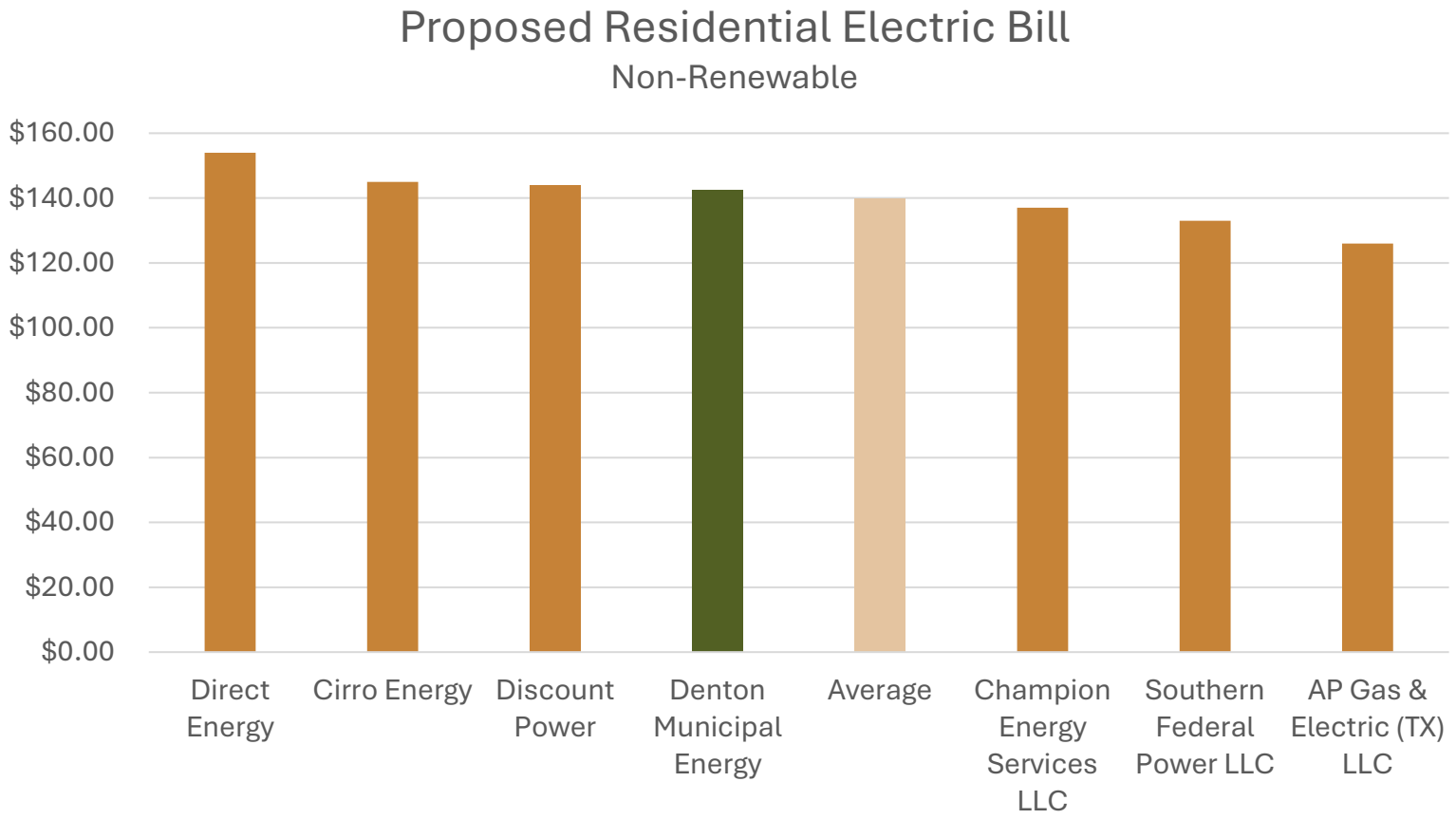
*Fixed 12 Month Retail Rate – Based on 1,000 kWh

Proposed Residential Rate Comparison



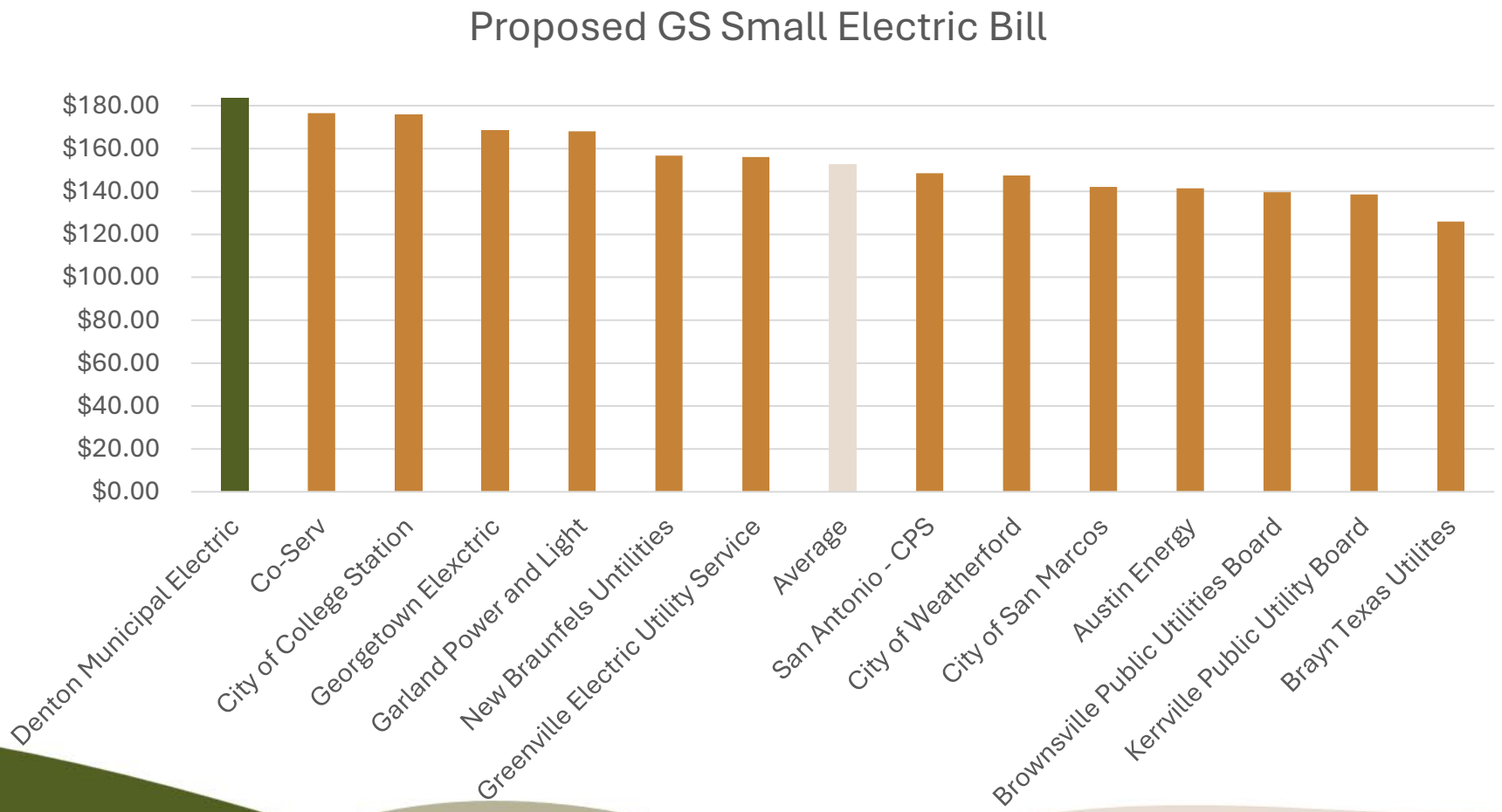
*Fixed 12 Month Retail Rate – Based on 1,000 kWh

Proposed Residential Rate Comparison



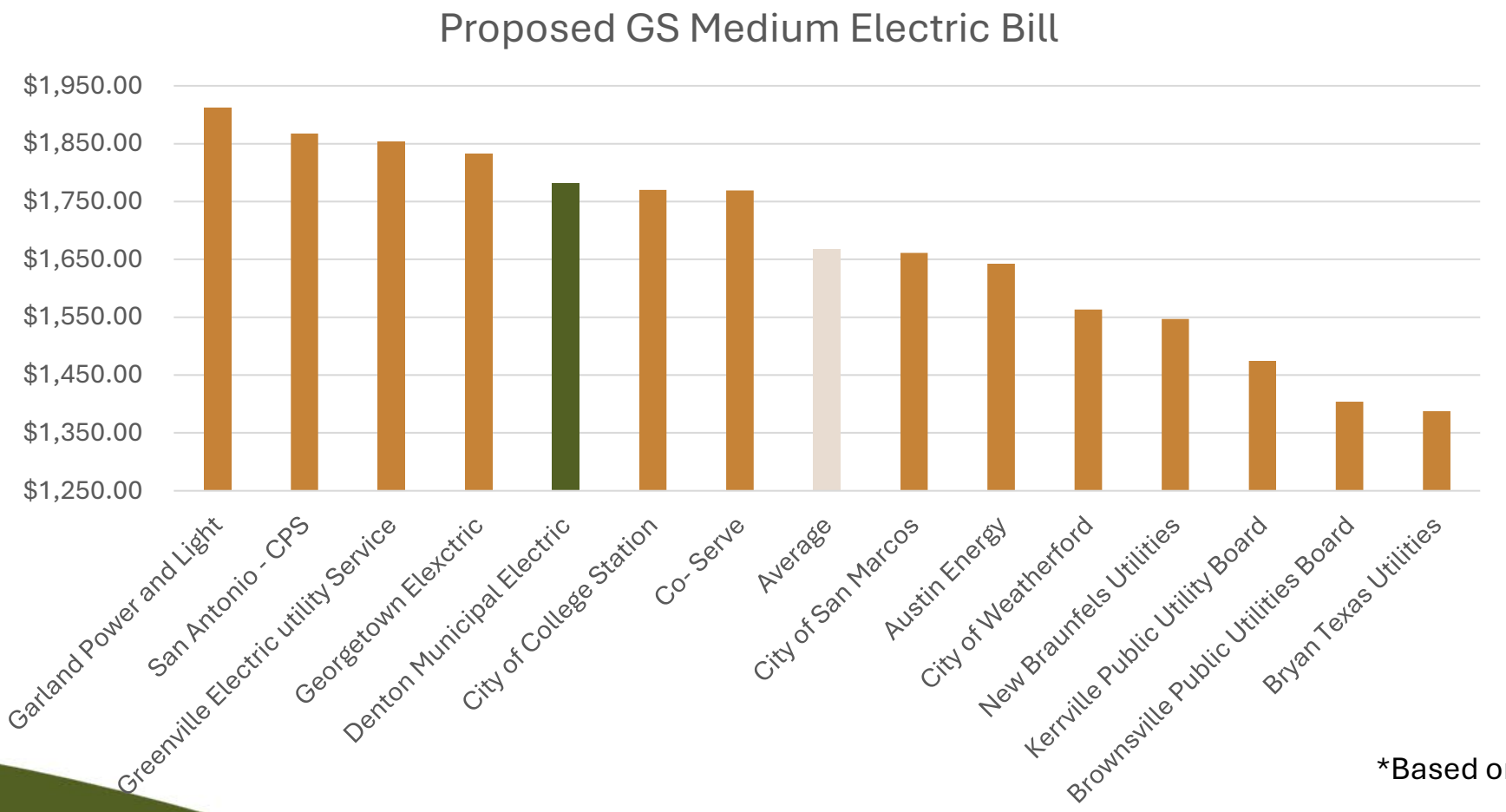
*Fixed 12 Month Retail Rate – Based on 1,000 kWh

Proposed General Service Small Rate Comparison



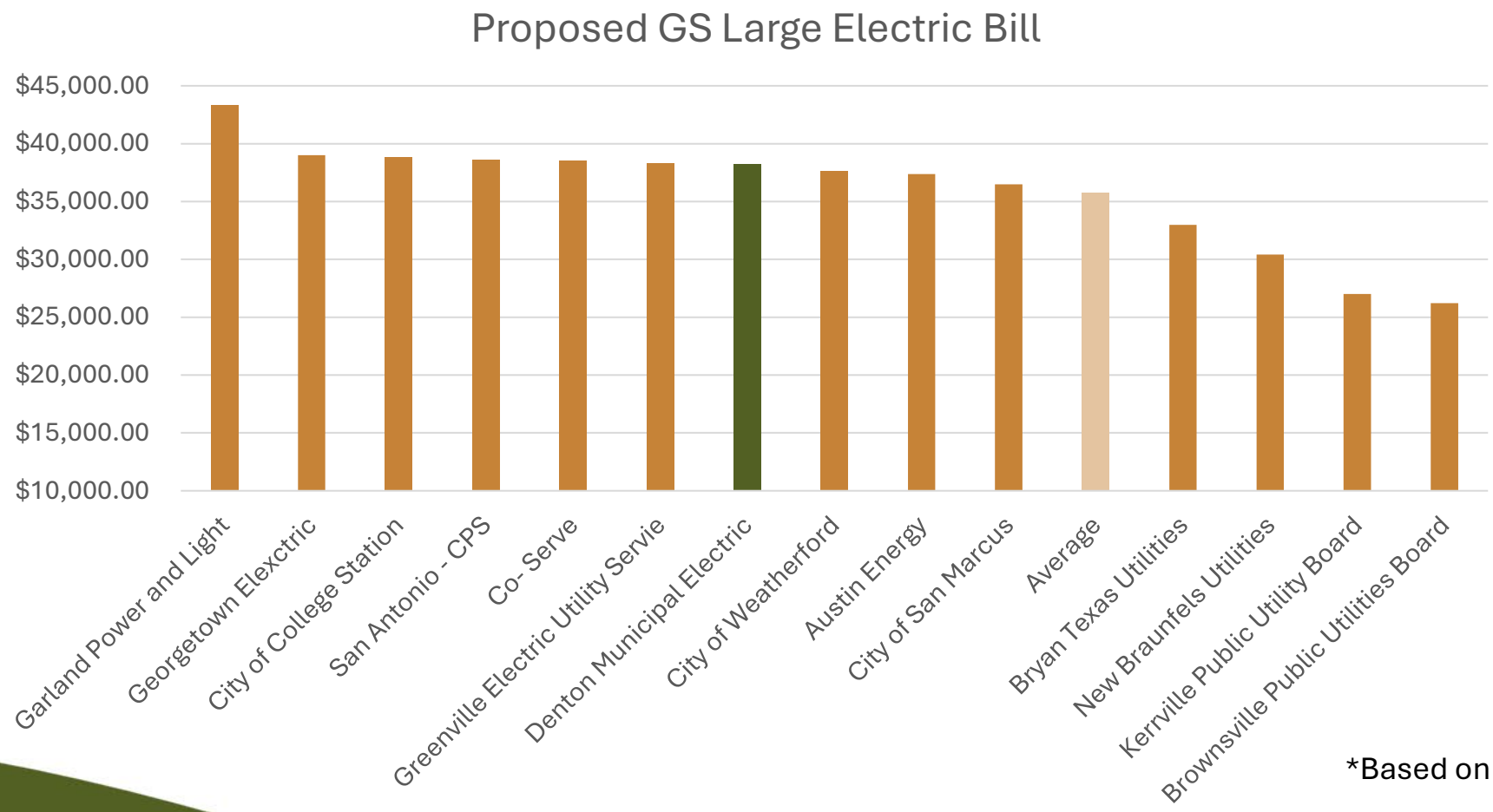
*Based on 1,101 kWh

Proposed General Service Medium Rate Comparison



*Based on 13,717 kWh & 48 kW

Proposed General Service Large Rate Comparison



*Based on 342,406 kWh & 867 kVA

Preliminary Utility Rate Summary

	Total Bill - Residential		
	FY26	FY27	Difference
Solid Waste	$ 25.42	$ 25.42	$ -
Electric	140.00	142.36	2.36
Water	52.87	54.47	1.60
Wastewater	46.18	50.35	4.17
Drainage	3.35	3.52	0.17
Total	**$ 267.82**	**$ 276.12**	**$ 8.30**

	Total Bill - Commercial		
	FY26	FY27	Difference
Solid Waste	$ 33.75	$ 33.75	$ -
Electric	182.33	185.70	3.37
Water	65.13	67.10	1.97
Wastewater	76.03	82.89	6.86
Drainage	2.79	2.93	0.14
Total	**$ 360.03**	**$ 372.37**	**$ 12.34**

- Based on Average monthly bill of:
  - Solid Waste – 1 Cart
  - Electric – 1,000 kWh for Residential and 1,101 kWh for Small Commercial
  - Water - 9,000 gallons
  - Wastewater - 6,000 gallons
  - Drainage – 1,500 gallons

Historical Utility Rate Summary

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Electric	-	-	-	3.00%	1.50%	-	3%
Water	-2.00%	-	-	-	3.00%	3.00%	3%
Wastewater	-	-	-	11.00%	11.00%	11.00%	9%
Solid Waste	-5.00%	-	-	-	1.50%	-	0%
Drainage	-	-	-	-	-	-	5%

Next Steps

- August 4th: Capital Budget (Council)
- August 8th: Budget Workshop (Council)
- August 18th: Budget Workshop follow-up (Council)
- September 15th: Budget and Tax Rate Public Hearing
- September 22nd: Budget and Tax Rate Adoption

Questions?

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Office of Strategy, Budget, and Performance**

ACM: **Christine Taylor**

DATE: **July 27, 2026**

SUBJECT
Consider recommending approval of the Water Fund Fiscal Year 2026-27 Operating and Capital Budget.

BACKGROUND
The purpose of this item is to seek approval regarding the Fiscal Year 2026-27 Water Fund Proposed Budget and Capital Improvement Program. The budget was discussed with the Public Utilities Board (PUB) during the July 13, 2026 PUB meeting. The City's budget emphasis continues to be focused on the long-term maintenance of utility assets and system reliability in addition to cost containment, financial transparency, maintaining excellent customer service and strong financial management.

RECOMMENDATION
Staff recommends the PUB approve the Water Fund Fiscal Year 2026-27 Operating and Capital Budget.

ESTIMATED SCHEDULE OF PROJECT
Adoption of the budget is scheduled for September 22, 2026.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
The proposed Water Fund Fiscal Year 2026-27 Operating and Capital Budget was presented to City Council on July 21, 2026.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Presentation

Respectfully submitted:
Aimee Kaslik
Chief Strategic Officer
Office of Strategy, Budget, & Performance

Denton Water Utility

Preliminary Budgets and Rates FY 2026-2027



Seth Herrell
Interim Budget Manager

Water

Overview

- About
  - The Water Fund is an enterprise fund that is used for the acquisition, operation, and maintenance of the City's water utility system. It is entirely self-supported through user charges.
- Financial Assumptions
  - 3% overall rate increase
  - WIFIA federal funding approved and received in FY27
  - 2% merit increase for employees
  - TMRS update from 18.6% to 18.28%
  - Health Insurance increased 4% paid for by City
  - Vacancies budgeted at low end of pay band
- Major Changes in Budget (reductions/additions)
  - Implementation of SCADA system

Fiscal Year 2026-27

Water

Proforma

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 EOY Estimate	FY 2026-27 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	**$ 43,229,553**	**$ 43,886,171**	**$ 50,070,761**	**$ 47,464,756**	**$ 44,290,983**	**$ 37,338,018**	**$ 29,588,766**	**$ 28,820,864**
Rate Revenues	$ 45,527,340	$ 53,841,143	$ 50,665,185	$ 55,891,682	$ 61,526,268	$ 67,734,286	$ 73,885,872	$ 80,600,205
Non-rate Revenues	1,340,503	1,277,072	1,457,200	1,315,006	1,377,901	1,444,499	1,504,358	1,567,433
Interfund Transfers	3,803,921	2,944,874	2,944,874	3,231,687	3,328,638	3,428,497	3,531,352	3,637,292
Interest Income	1,537,620	1,104,267	1,602,514	1,137,395	1,171,517	1,206,662	1,242,862	1,280,148
Total Revenue	**$ 52,209,384**	**$ 59,167,356**	**$ 56,669,774**	**$ 61,575,770**	**$ 67,404,323**	**$ 73,813,945**	**$ 80,164,444**	**$ 87,085,079**
Purchased Power	$ 2,205,082	$ 2,212,016	$ 2,221,739	$ 2,463,126	$ 2,537,020	$ 2,613,130	$ 2,691,524	$ 2,772,270
Purchased Water	1,685	2,060	2,060	3,000	3,090	3,183	3,278	3,377
Personnel Services	11,167,287	13,616,587	11,149,045	13,372,176	13,773,341	14,186,542	14,612,138	15,050,502
Materials and Supplies	3,463,890	4,763,232	3,815,088	4,922,912	5,066,895	5,218,902	5,375,469	5,536,733
Maintenance and Repair	2,268,891	2,874,640	2,883,409	2,970,990	3,060,120	3,151,923	3,246,481	3,343,875
Insurance	377,004	495,690	495,690	498,358	513,309	528,708	544,569	560,906
Administrative Cost	3,947,981	4,761,342	4,385,237	4,837,819	5,229,733	5,757,414	6,280,299	6,851,017
Miscellaneous Expense	28,803	55,288	30,288	30,393	30,515	30,640	30,769	30,903
Operations	2,762,600	4,265,231	3,497,115	4,963,896	5,112,813	5,266,197	5,424,183	5,586,909
Debt Service Transfers	15,127,402	18,537,125	19,829,799	21,753,823	29,414,152	34,916,016	32,550,628	32,952,850
Capital Transfers	-	1,332,500	1,082,500	58,000	475,000	475,000	475,000	475,000
Interfund Transfers	10,607,246	9,883,809	9,883,809	8,875,050	9,141,302	9,415,541	9,698,007	9,988,947
Total Expenditures	**$ 51,957,872**	**$ 62,799,520**	**$ 59,275,779**	**$ 64,749,543**	**$ 74,357,288**	**$ 81,563,196**	**$ 80,932,346**	**$ 83,153,289**
Ending Fund Balance	**$ 43,481,066**	**$ 40,254,007**	**$ 47,464,756**	**$ 44,290,983**	**$ 37,338,018**	**$ 29,588,766**	**$ 28,820,864**	**$ 32,752,653**
Change in Fund Balance (Use of Reserves)	**$ 251,513**	**$ (3,632,164)**	**$ (2,606,005)**	**$ (3,173,773)**	**$ (6,952,965)**	**$ (7,749,251)**	**$ (767,902)**	**$ 3,931,789**
Rate Increases				3.0%	6.0%	6.0%	5.0%	5.0%
Working Capital (8%) & Op Reserves (>25%)	**$ 17,146,098**	**$ 20,723,842**	**$ 19,561,007**	**$ 21,367,349**	**$ 24,537,905**	**$ 26,915,855**	**$ 26,707,674**	**$ 27,440,585**
Working Capital (8%) & Op Reserves (>42%)	**$ 25,978,936**	**$ 31,399,760**	**$ 29,637,890**	**$ 32,374,772**	**$ 37,178,644**	**$ 40,781,598**	**$ 40,466,173**	**$ 41,576,645**
Ending Fund Balance Minimum Target Met	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
Use of Impact Fees		**$ 1,732,674**	**$ 1,732,674**	**$ 4,500,000**	**$ 3,900,000**	**$ 5,700,000**	**$ 16,300,000**	**$ 20,000,000**
Debt Service Coverage Ratio (DSCR)	1.28	1.13	1.14	1.08	0.96	0.96	1.18	1.34

Fiscal Year 2026-27

Water

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Plant Improvements	$69,154	$134,366	$122,528	$100,648	$52,512	$479,207
Booster Stations	43	128	-	-	-	171
Facility Improvements	-	6,000	6,000	4,000	-	16,000
Transmission Lines	6,225	14,148	42,450	39,424	31,431	133,678
Taps, Fire Hydrants, & Meters	9,276	1,641	1,659	1,675	1,065	15,315
Replace Lines	20,003	14,265	18,626	22,175	1,000	76,069
Field Service Replacements	500	500	500	500	500	2,500
Oversize Lines	2,672	4,240	5,583	3,135	1,568	17,198
Vehicle Replacements	58	475	475	475	475	1,958
TOTAL	**$107,930**	**$175,762**	**$197,822**	**$172,032**	**$88,551**	**$742,097**

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	$107,872	$175,287	$197,347	$171,557	$88,076	$740,139
Revenue Funded	58	475	475	475	475	1,958
TOTAL	**$107,930**	**$175,762**	**$197,822**	**$172,032**	**$88,551**	**$742,097**

Preliminary Rate Changes

	Current FY26	Proposed FY27	$ Change	% Change
Residential Water Service - Inside Corporate Limits				
0 – 5,000 Gallons	$ 3.84	$ 3.96	$ 0.12	3.0%
5,001 – 7,000 Gallons	$ 4.13	$ 4.25	$ 0.12	3.0%
7,001 – 15,000 Gallons	$ 4.30	$ 4.43	$ 0.13	3.0%
15,001 – 30,000 Gallons	$ 7.68	$ 7.91	$ 0.23	3.0%
30,001 – 50,000 Gallons	$ 10.27	$ 10.58	$ 0.31	3.0%
Over 50,000 Gallons	$ 12.77	$ 13.15	$ 0.38	3.0%
Facility Charge	Varies	Varies		3.0%
Commercial Water Service – Inside Corporate Limits				
Volume Charge	$ 4.60	$ 4.74	$ 0.14	3.0%
Facility Charge	Varies	Varies		3.0%

Preliminary Rate Changes

	Current FY26	Proposed FY27	$ Change	% Change
Residential Water Service - Outside Corporate Limits				
0 – 5,000 Gallons	$ 4.44	$ 4.57	$ 0.13	3.0%
5,001 – 7,000 Gallons	$ 4.76	$ 4.90	$ 0.14	3.0%
7,001 – 15,000 Gallons	$ 4.94	$ 5.09	$ 0.15	3.0%
15,001 – 30,000 Gallons	$ 8.85	$ 9.12	$ 0.27	3.0%
30,001 – 50,000 Gallons	$ 11.80	$ 12.15	$ 0.35	3.0%
Over 50,000 Gallons	$ 14.70	$ 15.14	$ 0.44	3.0%
Facility Charge	Varies	Varies		3.0%
Commercial Water Service – Outside Corporate Limits				
Volume Charge	$ 5.41	$ 5.57	$ 0.16	3.0%
Facility Charge	Varies	Varies		3.0%

Preliminary Rate Changes

	Current FY26	Proposed FY27	$ Change	% Change
Residential Irrigation - Inside Corporate Limits				
0 – 5,000 Gallons	$ 3.84	$ 3.96	$ 0.12	3.0%
5,001 – 7,000 Gallons	$ 4.13	$ 4.25	$ 0.12	3.0%
7,001 – 15,000 Gallons	$ 4.30	$ 4.43	$ 0.13	3.0%
15,001 – 30,000 Gallons	$ 7.68	$ 7.91	$ 0.23	3.0%
30,001 – 50,000 Gallons	$ 10.27	$ 10.58	$ 0.31	3.0%
Over 50,000 Gallons	$ 12.77	$ 13.15	$ 0.38	3.0%
Facility Charge	Varies	Varies		3.0%
Commercial Irrigation – Inside Corporate Limits				
Volume Charge	$ 6.10	$ 6.28	$ 0.18	3.0%
Facility Charge	Varies	Varies		3.0%

Preliminary Rate Changes

	Current FY26	Proposed FY27	$ Change	% Change
Residential Irrigation - Outside Corporate Limits				
0 – 5,000 Gallons	$ 4.44	$ 4.57	$ 0.13	3.0%
5,001 – 7,000 Gallons	$ 4.76	$ 4.90	$ 0.14	3.0%
7,001 – 15,000 Gallons	$ 4.94	$ 5.09	$ 0.15	3.0%
15,001 – 30,000 Gallons	$ 8.85	$ 9.12	$ 0.27	3.0%
30,001 – 50,000 Gallons	$ 11.80	$ 12.15	$ 0.35	3.0%
Over 50,000 Gallons	$ 14.70	$ 15.14	$ 0.44	3.0%
Facility Charge	Varies	Varies		3.0%

Preliminary Rate Changes

	Current FY26	Proposed FY27	$ Change	% Change
Commercial Irrigation – Outside Corporate Limits				
0 – 7,000 Gallons	$ 7.00	$ 7.21	$ 0.21	3.0%
7,001 – 20,000 Gallons	$ 7.47	$ 7.69	$0.22	3.0%
20,001 – 40,000 Gallons	$ 8.76	$ 9.02	$0.26	3.0%
Over 40,000 Gallons	$ 9.79	$ 10.08	$0.29	3.0%
Facility Charge	Varies	Varies		3.0%

Preliminary Rate Changes

	Current FY26	Proposed FY27	$ Change	% Change
Metered Water From Hydrant				
Fire Hydrant Meter Deposit (Per Meter)	$ 3,000	$ 4,690	$ 1,690	56.3%
Volume Charge (Per 1,000 Gallons)	$ 5.38	$ 5.54	$ 0.16	3.0%
Facility Charge (Per Bill)	$ 117.37	$ 120.89	$ 3.42	3.0%
UTRWD Wholesale Raw				
Wholesale Raw Water Service to UTRWD (85% of Dallas)	$ 1.1364	$ 1.2383	$ 0.1019	9.0%
Wholesale Raw Water Pass-Through	$ 0.0395	$ 0.0406	$ 0.0011	2.8%
UTRWD Wholesale Treated				
Wholesale Treated Water – Volume Rate	$ 4.96	$ 4.96	-	-

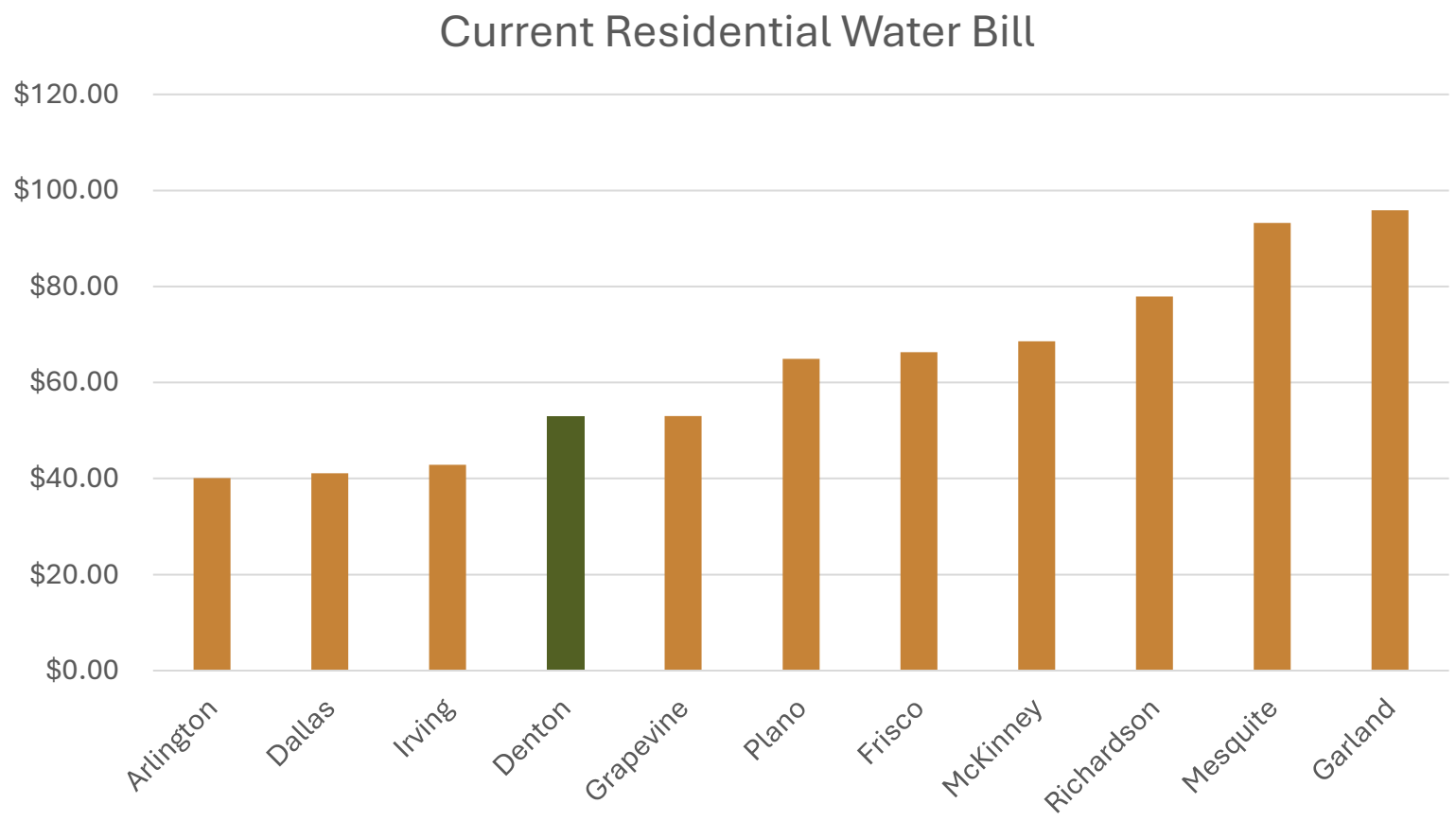
Preliminary Rate Changes

	Current FY26	Proposed FY27	$ Change	% Change
Meter Fees				
5/8 x 3/4 Inch	$ 323.57	$ 333.28	$ 9.42	3.0%
3/4 x 3/4 Inch	$ 366.01	$ 376.99	$ 10.66	3.0%
1 Inch	$ 397.84	$ 409.78	$ 11.59	3.0%
1 1/2 Inch	$ 710.80	$ 732.12	$ 20.70	3.0%
2 Inch	$ 721.41	$ 743.05	$ 21.01	3.0%
Meter Relocation Fees (10 Feet or Less)				
3/4 Inch	$ 302.36	$ 311.43	$ 9.07	3.0%
1 Inch	$ 302.36	$ 311.43	$ 9.07	3.0%
1 1/2 Inch	$ 360.71	$ 371.53	$ 10.82	3.0%
2 Inch	$ 413.75	$ 426.16	$ 12.41	3.0%

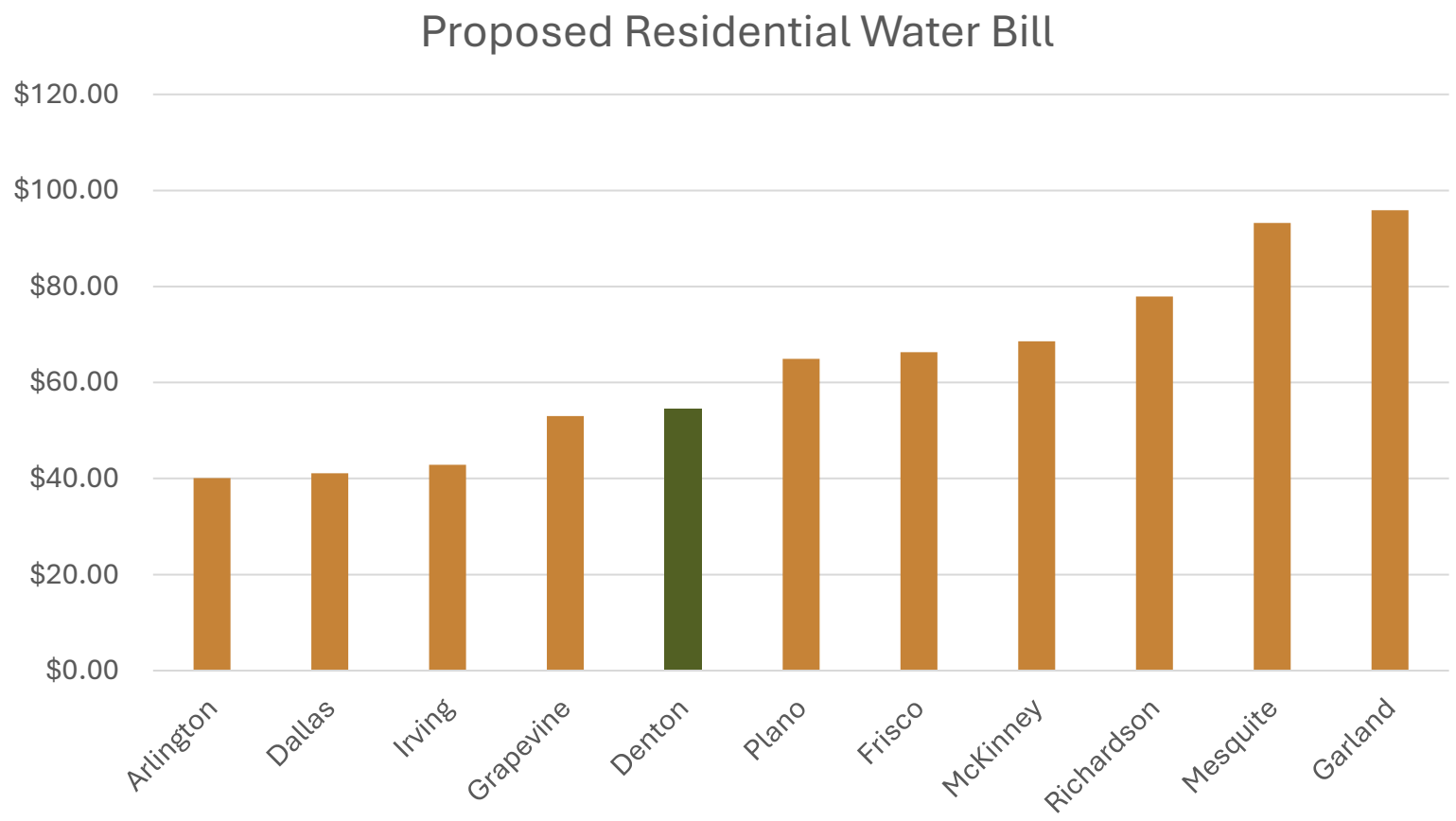
Preliminary Rate Changes

	Current FY26	Proposed FY27	$ Change	% Change
Fire Hydrant Installation				
Paved	$ 6,578	$ 6,775	$ 197	3.0%
Unpaved	$ 4,562	$ 4,699	$ 137	3.0%

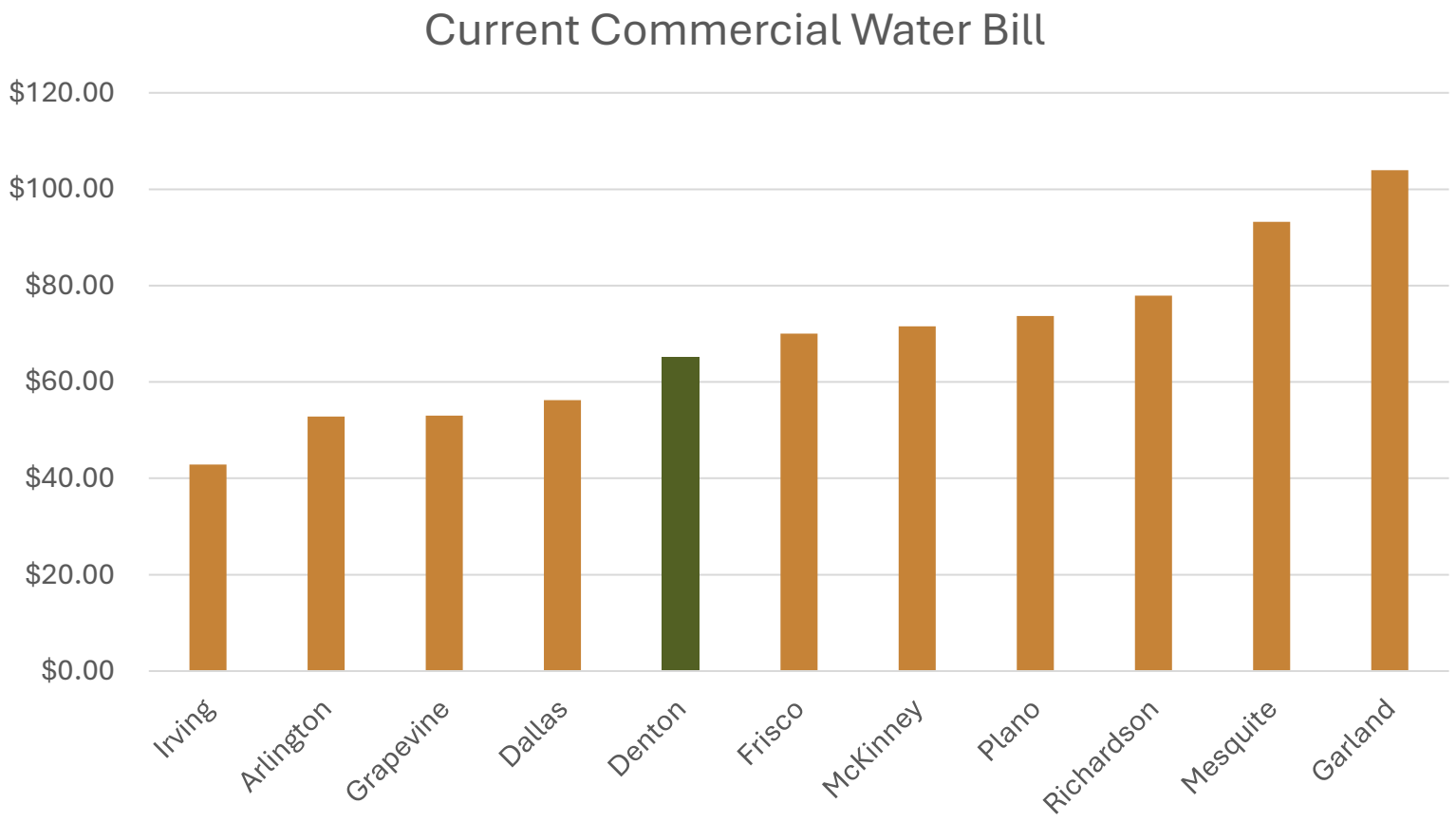
Current Residential Rate Comparison



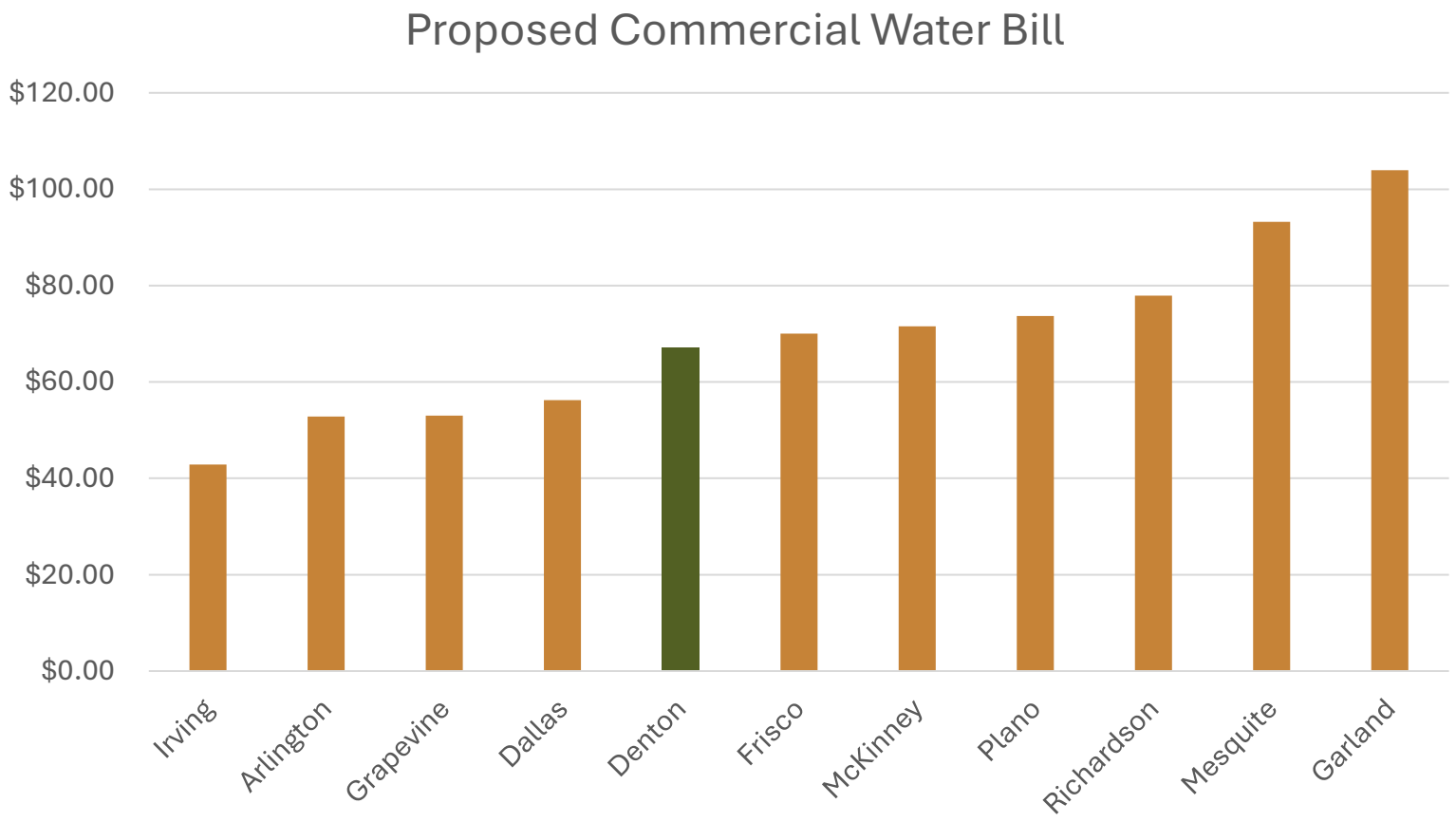
Proposed Residential Rate Comparison



Current Commercial Rate Comparison



Proposed Commercial Rate Comparison



Preliminary Utility Rate Summary

	Total Bill - Residential		
	FY26	FY27	Difference
Solid Waste	$ 25.42	$ 25.42	$ -
Electric	140.00	142.36	2.36
Water	52.87	54.47	1.60
Wastewater	46.18	50.35	4.17
Drainage	3.35	3.52	0.17
Total	**$ 267.82**	**$ 276.12**	**$ 8.30**

	Total Bill - Commercial		
	FY26	FY27	Difference
Solid Waste	$ 33.75	$ 33.75	$ -
Electric	182.33	185.70	3.37
Water	65.13	67.10	1.97
Wastewater	76.03	82.89	6.86
Drainage	2.79	2.93	0.14
Total	**$ 360.03**	**$ 372.37**	**$ 12.34**

- Based on Average monthly bill of:
  - Solid Waste – 1 Cart
  - Electric – 1,000 kWh for Residential and 1,101 kWh for Small Commercial
  - Water - 9,000 gallons
  - Wastewater - 6,000 gallons
  - Drainage – 1,500 gallons

Historical Utility Rate Summary

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Electric	-	-	-	3.00%	1.50%	-	3%
Water	-2.00%	-	-	-	3.00%	3.00%	3%
Wastewater	-	-	-	11.00%	11.00%	11.00%	9%
Solid Waste	-5.00%	-	-	-	1.50%	-	0%
Drainage	-	-	-	-	-	-	5%

Next Steps

- August 4th: Capital Budget (Council)
- August 8th: Budget Workshop (Council)
- August 18th: Budget Workshop follow-up (Council)
- September 15th: Budget and Tax Rate Public Hearing
- September 22nd: Budget and Tax Rate Adoption

City of Denton

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AGENDA INFORMATION SHEET

DEPARTMENT: **Office of Strategy, Budget, and Performance**

ACM: **Christine Taylor**

DATE: **July 27, 2026**

SUBJECT
Consider recommending approval of the Wastewater Fund Fiscal Year 2026-27 Operating and Capital Budget.

BACKGROUND
The purpose of this item is to seek approval regarding the Fiscal Year 2026-27 Wastewater Fund Proposed Budget and Capital Improvement Program. The budget was discussed with the Public Utilities Board (PUB) during the July 13, 2026 PUB meeting. The City's budget emphasis continues to be focused on the long-term maintenance of utility assets and system reliability in addition to cost containment, financial transparency, maintaining excellent customer service and strong financial management.

RECOMMENDATION
Staff recommends the PUB approve the Wastewater Fund Fiscal Year 2026-27 Operating and Capital Budget.

ESTIMATED SCHEDULE OF PROJECT
Adoption of the budget is scheduled for September 22, 2026.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
The proposed Wastewater Fund Fiscal Year 2026-27 Operating and Capital Budget was presented to City Council on July 21, 2026.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Presentation

Respectfully submitted:
Aimee Kaslik
Chief Strategic Officer
Office of Strategy, Budget, & Performance

Denton Wastewater Utility

Preliminary Utility Budgets and Rates FY 2026-2027



Seth Herrell
Interim Budget Manager

Wastewater

Overview

- About
  - The Wastewater Fund is an enterprise fund that is used for the acquisition, operation, and maintenance of the City's wastewater utility systems. It is entirely self-supported through user charges.
- Financial Assumptions
  - 9% overall rate increase
  - WIFIA federal funding approved and received in FY27
  - TWDB Clean Water state funding approved and received in FY27
  - 2% merit for employees
  - TMRS update from 18.6% to 18.28%
  - Health Insurance increased 4% paid for by City
  - Vacancies budgeted at low end of pay band

Fiscal Year 2026-27

Wastewater

Proforma

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 EOY Estimate	FY 2026-27 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	**$ 16,185,182**	**$ 16,810,056**	**$ 18,024,248**	**$ 19,974,633**	**$ 19,434,490**	**$ 18,953,403**	**$ 20,932,762**	**$ 23,047,225**
Residential Sales	$ 16,870,524	$ 19,270,544	$ 19,255,286	$ 22,449,600	$ 24,972,935	$ 27,522,672	$ 29,765,769	$ 32,191,680
Commercial Sales	17,685,372	20,933,470	19,683,968	24,490,668	27,243,419	30,024,972	32,472,007	35,118,476
Non-rate Revenues	3,751,273	3,889,009	3,861,155	3,914,529	4,031,965	4,148,202	4,267,926	4,391,241
Interest Income	635,739	470,942	581,063	423,848	436,563	449,660	463,150	477,045
Interfund Transfers	507,000	-	-	-	-	-	-	-
Total Revenue	**$ 39,449,908**	**$ 44,563,965**	**$ 43,381,473**	**$ 51,278,645**	**$ 56,684,882**	**$ 62,145,506**	**$ 66,968,853**	**$ 72,178,441**
Purchased Power	$ 1,387,680	$ 1,236,000	$ 1,426,934	$ 1,466,189	$ 1,510,175	$ 1,555,480	$ 1,602,144	$ 1,650,209
Fuel	26,189	35,000	28,572	35,266	36,324	37,414	38,536	39,692
Personnel Services	6,588,213	8,479,393	6,639,274	8,049,603	8,291,091	8,539,824	8,796,019	9,059,899
Materials and Supplies	2,102,654	2,624,461	1,865,144	2,178,386	2,243,738	2,311,050	2,380,381	2,451,793
Maintenance and Repair	2,045,814	2,293,205	1,994,356	2,049,108	2,110,581	2,173,899	2,239,116	2,306,289
Insurance	282,206	371,051	371,051	373,044	384,235	395,762	407,635	419,864
Administrative Cost	3,145,290	3,514,468	3,530,242	4,202,884	4,438,390	4,891,550	5,290,211	5,721,363
Miscellaneous Expense	3,035	4,238	4,238	3,940	4,018	4,099	4,182	4,267
Operations	1,525,697	2,237,929	2,172,282	2,393,316	2,465,115	2,539,069	2,615,241	2,693,698
Debt Service Transfers	9,785,288	9,663,658	9,663,658	16,528,930	20,142,403	21,801,527	25,176,579	29,196,390
Capital Transfers	-	2,830,000	2,830,000	2,198,414	2,830,000	2,830,000	2,830,000	2,830,000
Interfund Transfers	10,530,816	10,896,951	10,905,338	12,339,708	12,709,899	13,086,474	13,474,346	13,873,854
Total Expenditures	**$ 37,422,883**	**$ 44,186,354**	**$ 41,431,089**	**$ 51,818,788**	**$ 57,165,970**	**$ 60,166,146**	**$ 64,854,390**	**$ 70,247,319**
Ending Fund Balance	**$ 18,212,207**	**$ 17,187,667**	**$ 19,974,633**	**$ 19,434,490**	**$ 18,953,403**	**$ 20,932,762**	**$ 23,047,225**	**$ 24,978,348**
Change in Fund Balance (Use of Reserves)	**$ 2,027,025**	**$ 377,611**	**$ 1,950,384**	**$ (540,143)**	**$ (481,087)**	**$ 1,979,359**	**$ 2,114,463**	**$ 1,931,123**
Rate Increases				9.0%	8.0%	7.0%	5.0%	5.0%
Working Capital (8%) & Op Reserves (>20%)	**$ 10,478,407**	**$ 12,372,179**	**$ 11,600,705**	**$ 14,509,261**	**$ 16,006,471**	**$ 16,846,521**	**$ 18,159,229**	**$ 19,669,249**
Working Capital (8%) & Op Reserves (>31%)	**$ 14,594,924**	**$ 17,232,678**	**$ 16,158,125**	**$ 20,209,327**	**$ 22,294,728**	**$ 23,464,797**	**$ 25,293,212**	**$ 27,396,454**
Ending Fund Balance Minimum Target Met	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
Use of Impact Fees		**$ 8,858,946**	**$ 8,858,946**	**$ 11,300,000**	**$ 15,500,000**	**$ 22,000,000**	**$ 28,000,000**	**$ 31,000,000**
Debt Service Coverage Ratio (DSCR)	1.53	1.70	1.86	1.35	1.34	1.44	1.41	1.36

Fiscal Year 2026-27

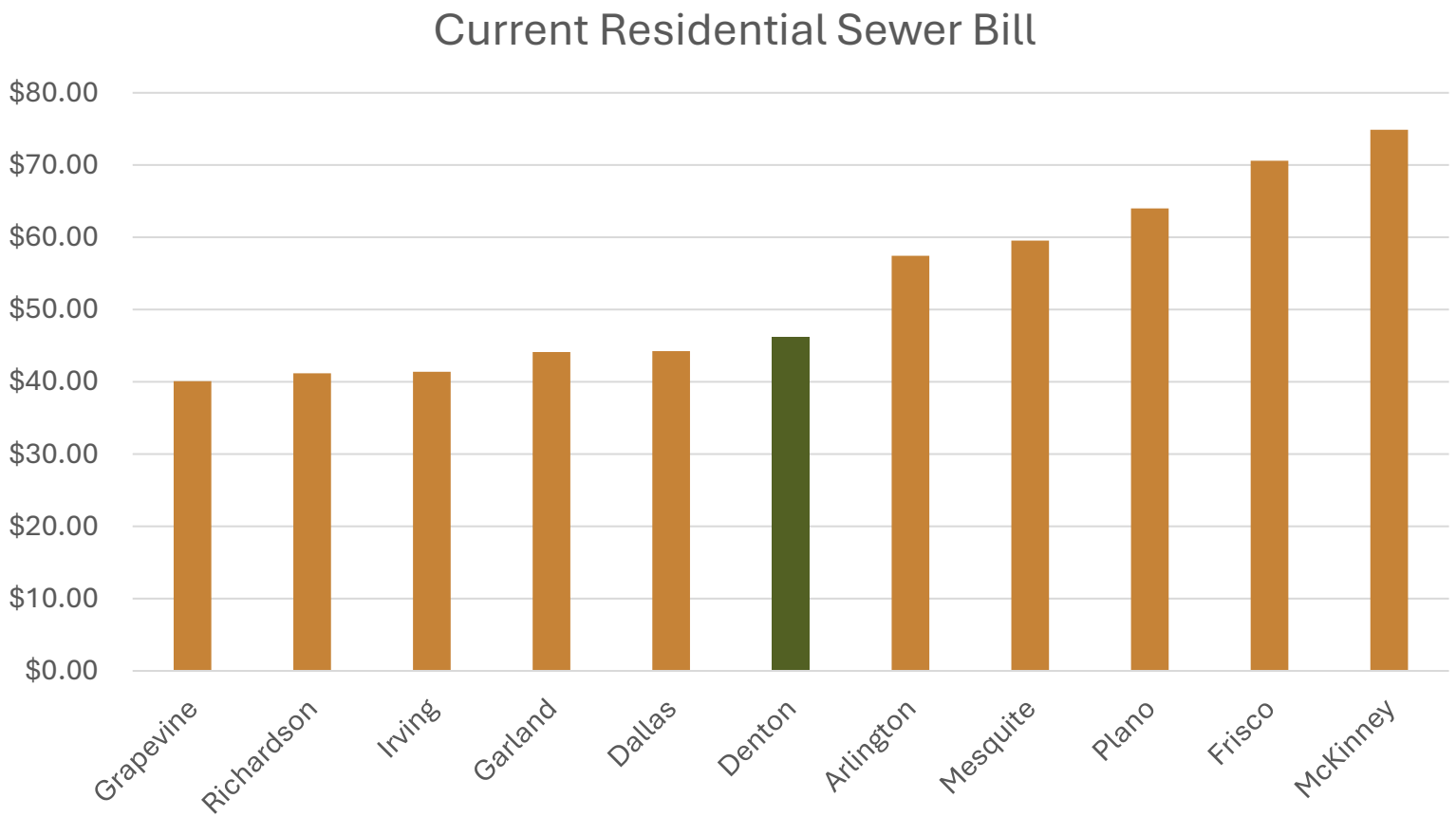
Wastewater

5-Year Capital Improvement Program

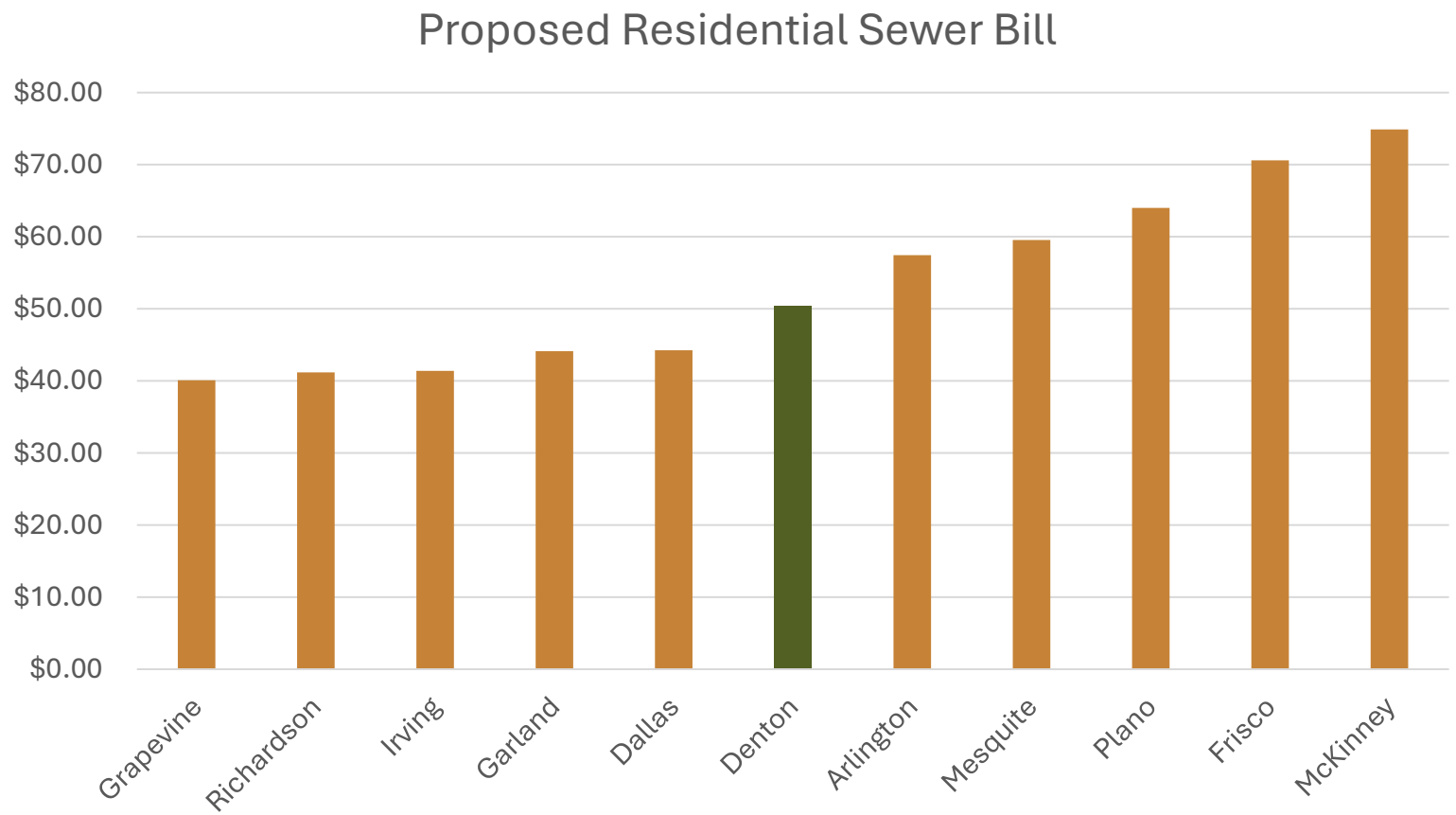
Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Plant Improvements	$95,221	$216,776	$302,172	$261,726	$147,893	$1,023,789
Replace Lines	28,457	11,357	11,077	7,436	13,205	71,531
Lift station Improvements	15,299	14,245	-	-	-	29,544
Collection System Upgrade	1,733	-	-	3,111	-	4,844
Oversize Lines	2,840	1,690	1,000	1,000	1,000	7,530
Taps, Fire Hydrants, & Meters	255	260	265	270	275	1,325
Miscellaneous	1,345	6,806	6,205	2,705	344	17,406
Vehicle Replacements	2,198	2,830	2,830	2,830	2,830	13,518
TOTAL	**$147,349**	**$253,963**	**$323,550**	**$279,079**	**$165,547**	**$1,169,487**

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	$143,805	$249,827	$320,014	$275,543	$162,373	$1,151,563
Revenue Funded	3,544	4,136	3,535	3,535	3,174	17,925
TOTAL	**$147,349**	**$253,963**	**$323,550**	**$279,079**	**$165,547**	**$1,169,487**

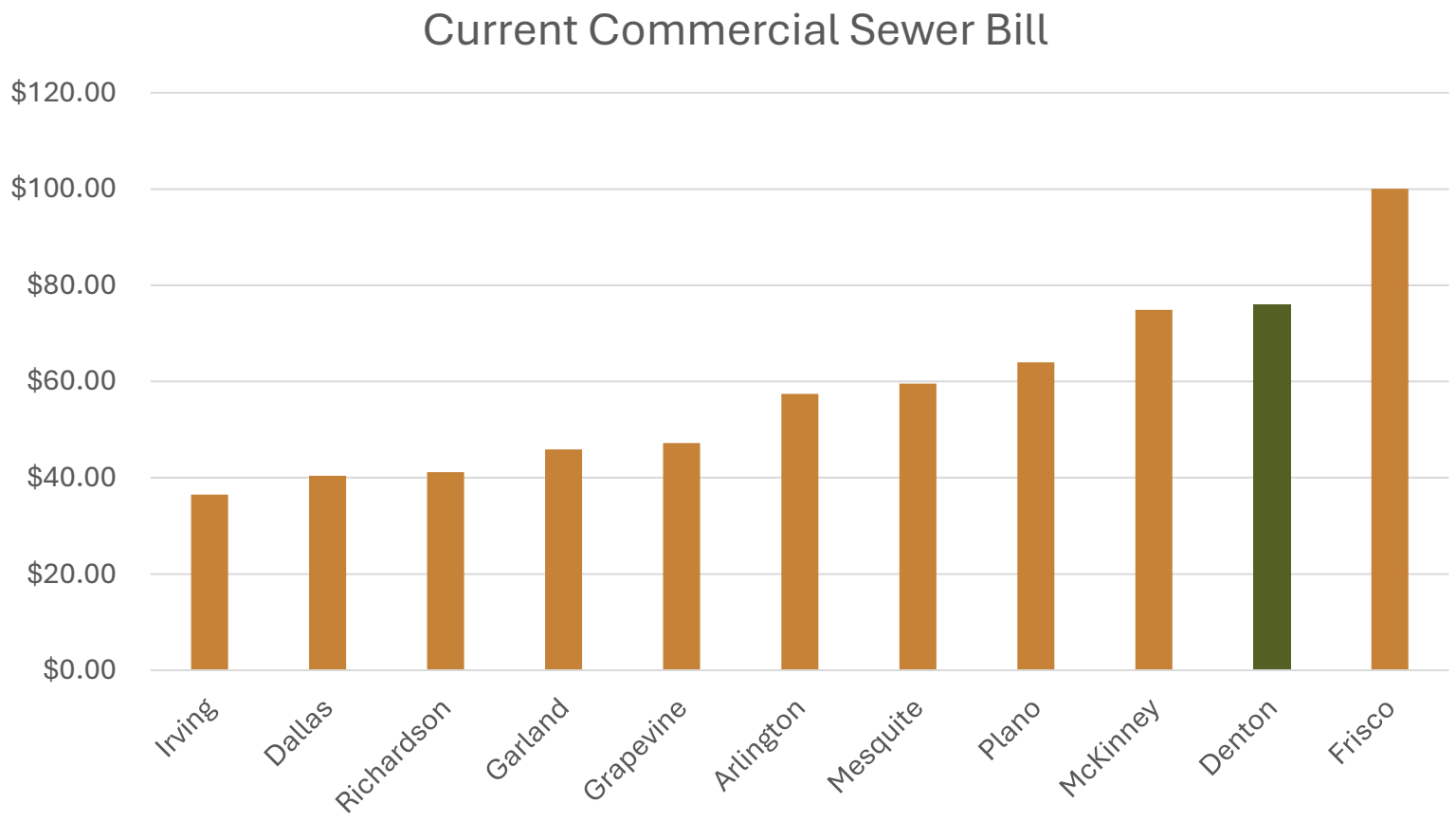
Current Residential Rate Comparison



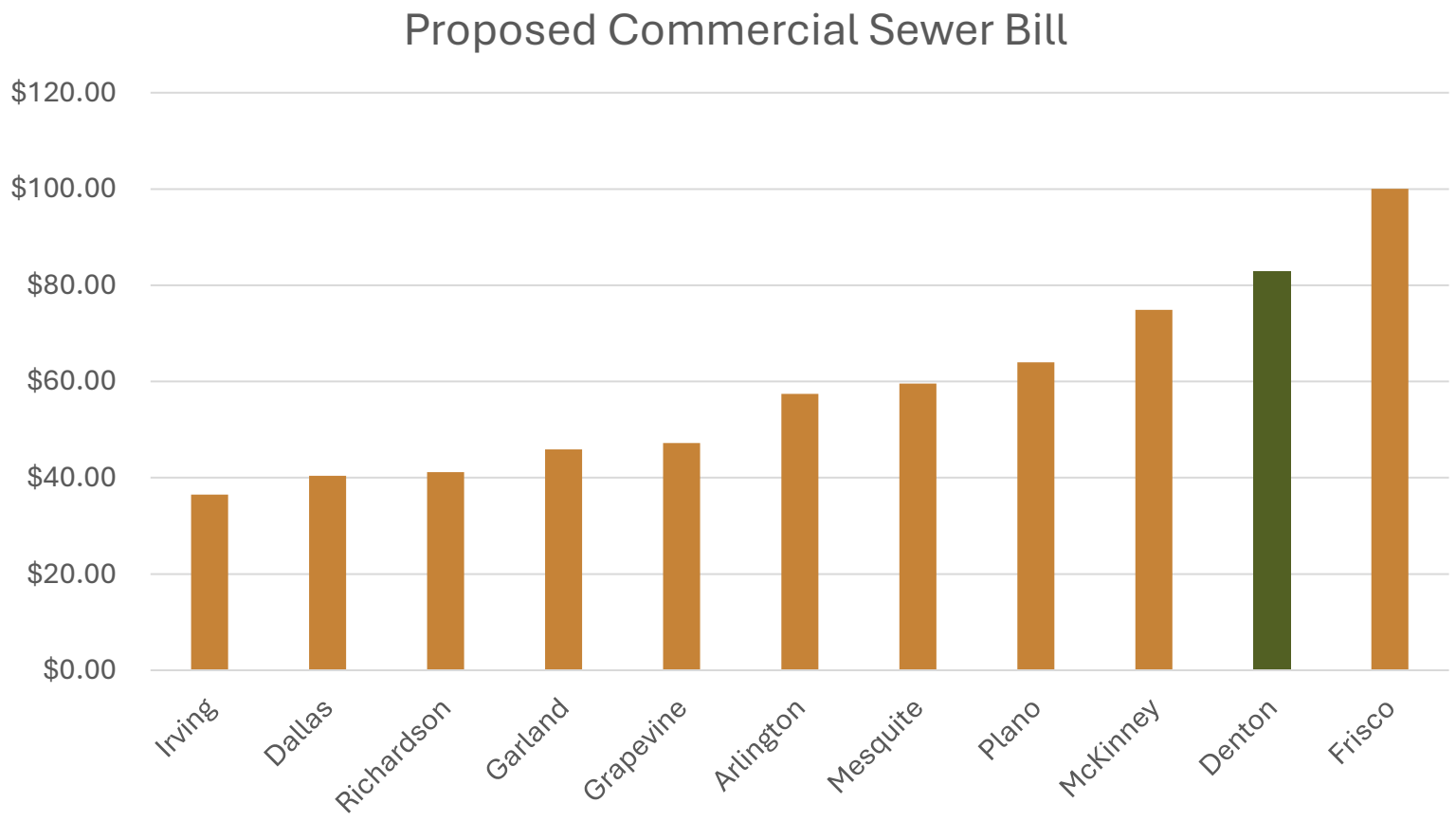
Proposed Residential Rate Comparison



Current Commercial Rate Comparison



Proposed Commercial Rate Comparison



Preliminary Rate Changes

	Current FY26	Proposed FY27	Change	% Change
Residential Service*				
Facility Charge	$ 15.04	$ 16.39	$ 1.35	9.0%
Volume Charge (1,000 gal. effluent)	$ 5.19	$ 5.66	$ 0.47	9.0%
Outside City of Denton Limits:				
Facility Charge	$ 17.44	$ 19.01	$ 1.57	9.0%
Volume Charge (1,000 gal. effluent)	$ 6.02	$ 6.56	$ 0.54	9.0%

*9% proposed rate change also applies to accounts without City of Denton water service.

Preliminary Rate Changes

	Current FY26	Proposed FY27	Change	% Change
Mobile Home Park Service*				
Facility Charge	$ 36.25	$ 39.51	$ 3.26	9.0%
Volume Charge (1,000 gal. effluent)	$ 5.19	$ 5.66	$ 0.47	9.0%
Outside City of Denton Limits:				
Facility Charge	$ 41.71	$ 45.46	$ 3.75	9.0%
Volume Charge (1,000 gal. effluent)	$ 6.02	$ 6.56	$ 0.54	9.0%

*9% proposed rate change also applies to accounts without City of Denton water service.

Preliminary Rate Changes

	Current FY26	Proposed FY27	Change	% Change
Commercial & Industrial*				
Facility Charge	$ 36.25	$ 39.51	$ 3.26	9.0%
Volume Charge (1,000 gal. effluent)	$ 6.63	$ 7.23	$ 0.60	9.0%
Outside City of Denton Limits:				
Facility Charge	$ 41.71	$ 45.46	$ 3.75	9.0%
Volume Charge (1,000 gal. effluent)	$ 7.53	$ 8.21	$ 0.68	9.0%

*9% proposed rate change also applies to accounts without City of Denton water service.

Preliminary Rate Changes

	Current FY26	Proposed FY27	Change	% Change
Commercial & Industrial (Metered, Sub-Metered)				
Facility Charge	Varies	Varies	-	9.0%
Volume Charge (1,000 gal. effluent)	Varies	Varies	-	9.0%
Septage & Chemical Toilet Disposal				
Facility Charge	$ 7.94	$ 8.65	$ 0.71	9.0%
Volume Charge (1,000 gal. effluent)	$ 50.87	$ 55.45	$ 4.58	9.0%
Restaurant & Food Establishments				
Facility Charge	$ 36.25	$ 39.51	$ 3.26	9.0%
Volume Charge (1,000 gal. effluent)	$ 9.22	$ 10.05	$ 0.83	9.0%

Preliminary Rate Changes

	Current FY26	Proposed FY27	Change	% Change
Sale of Treated Effluent				
Facility Charge	$ 2.78	$ 3.03	$ 0.25	9.0%
Volume Charge (1,000 gal. effluent)	Varies	Varies	-	9.0%
Wholesale Wastewater Treatment				
Facility Charge	Varies	Varies	-	9.0%
Volume Charge (1,000 gal. effluent)	Varies	Varies	-	9.0%
Dyno Dirt Products				
Compost, Wood Mulch, Dyno Mulch	Varies	Varies	-	9.0%

Preliminary Utility Rate Summary

	Total Bill - Residential		
	FY26	FY27	Difference
Solid Waste	$ 25.42	$ 25.42	$ -
Electric	140.00	142.36	2.36
Water	52.87	54.47	1.60
Wastewater	46.18	50.35	4.17
Drainage	3.35	3.52	0.17
Total	**$ 267.82**	**$ 276.12**	**$ 8.30**

	Total Bill - Commercial		
	FY26	FY27	Difference
Solid Waste	$ 33.75	$ 33.75	$ -
Electric	182.33	185.70	3.37
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Wastewater	76.03	82.89	6.86
Drainage	2.79	2.93	0.14
Total	**$ 360.03**	**$ 372.37**	**$ 12.34**

- Based on Average monthly bill of:
  - Solid Waste – 1 Cart
  - Electric – 1,000 kWh for Residential and 1,101 kWh for Small Commercial
  - Water - 9,000 gallons
  - Wastewater - 6,000 gallons
  - Drainage – 1,500 gallons

Historical Utility Rate Summary

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Electric	-	-	-	3.00%	1.50%	-	3%
Water	-2.00%	-	-	-	3.00%	3.00%	3%
Wastewater	-	-	-	11.00%	11.00%	11.00%	9%
Solid Waste	-5.00%	-	-	-	1.50%	-	0%
Drainage	-	-	-	-	-	-	5%

Next Steps

- August 4th: Capital Budget (Council)
- August 8th: Budget Workshop (Council)
- August 18th: Budget Workshop follow-up (Council)
- September 15th: Budget and Tax Rate Public Hearing
- September 22nd: Budget and Tax Rate Adoption

City of Denton

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AGENDA INFORMATION SHEET

DEPARTMENT: **Office of Strategy, Budget, and Performance**

ACM: **Christine Taylor**

DATE: **July 27, 2026**

SUBJECT
Consider recommending approval of the Drainage Fund Fiscal Year 2026-27 Operating and Capital Budget.

BACKGROUND
The purpose of this item is to seek approval regarding the Fiscal Year 2026-27 Drainage Fund Proposed Budget and Capital Improvement Program. The budget was discussed with the Public Utilities Board (PUB) during the July 13, 2026 PUB meeting. The City's budget emphasis continues to be focused on the long-term maintenance of utility assets and system reliability in addition to cost containment, financial transparency, maintaining excellent customer service and strong financial management.

RECOMMENDATION
Staff recommends the PUB approve the Drainage Fund Fiscal Year 2026-27 Operating and Capital Budget.

ESTIMATED SCHEDULE OF PROJECT
Adoption of the budget is scheduled for September 22, 2026.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
The proposed Drainage Fund Fiscal Year 2026-27 Operating and Capital Budget was presented to City Council on July 21, 2026.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Presentation

Respectfully submitted:
Aimee Kaslik
Chief Strategic Officer
Office of Strategy, Budget, & Performance

Denton Drainage Fund



Preliminary Utility Budgets and Rates FY 2026-2027

Seth Herrell
Interim Budget Manager

Drainage

Overview

- About
  - The Drainage Fund is an enterprise fund that is used for the acquisition, operation, and maintenance of the City's drainage utility systems. It is entirely self-supported through user charges.
- Financial Assumptions
  - 5% overall rate increase
  - 2% Merit for city employees
  - TMRS update from 18.6% to 18.28%
  - Health Insurance increased 4% paid for by City
  - Vacancies budgeted at low end of pay band
- Major Changes in Budget (reductions/additions)
  - Watershed HBU moved from Drainage to Environmental Services

Drainage

Proforma

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 EOY Estimate	FY 2026-27 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	**$ 2,312,617**	**$ 2,312,617**	**$ 2,312,617**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**
Residential Fees	$ 2,222,484	$ 2,365,364	$ 2,369,102	$ 2,535,005	$ 2,741,608	$ 2,965,049	$ 3,206,700	$ 3,468,047
Nonresidential Fees	3,194,678	3,169,207	3,643,812	3,371,090	3,645,834	3,942,969	4,264,321	4,611,863
Watershed Inspection Fee	13,960	18,370	14,490	-	-	-	-	-
Investment Income	-	-	24,780	9,574	9,861	10,157	10,462	10,776
General Fund Transfer	389,511	309,666	309,666	-	-	-	-	-
Total Revenue	**$ 5,820,633**	**$ 5,862,607**	**$ 6,361,850**	**$ 5,915,669**	**$ 6,397,303**	**$ 6,918,175**	**$ 7,481,483**	**$ 8,090,686**
Personnel Services	$ 2,579,921	$ 2,797,128	$ 2,306,812	$ 1,996,011	$ 2,055,891	$ 2,117,568	$ 2,181,095	$ 2,246,528
Materials and Supplies	76,097	94,295	89,359	101,058	104,090	107,212	110,429	113,742
Maintenance and Repair	186,080	381,157	273,717	217,300	223,819	230,534	237,450	244,573
Insurance	53,959	70,940	70,940	46,108	47,491	48,916	50,383	51,895
Miscellaneous Expense	1,812	6,275	6,275	630	649	668	688	709
Operations	463,937	838,863	710,217	790,541	814,257	838,685	863,845	889,761
Capital Transfers	1,935,665	1,834,157	3,064,738	334,560	648,760	997,176	1,382,855	1,809,098
Interfund Transfers	523,162	1,152,409	1,152,409	2,429,461	2,502,345	2,577,415	2,654,738	2,734,380
Total Expenditures	**$ 5,820,633**	**$ 7,175,224**	**$ 7,674,467**	**$ 5,915,669**	**$ 6,397,303**	**$ 6,918,175**	**$ 7,481,483**	**$ 8,090,686**
Ending Fund Balance	**$ 2,312,617**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**
Change in Fund Balance (Use of Reserves)	**$ -**	**$ (1,312,617)**	**$ (1,312,617)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Rate Increases				5.0%	5.0%	5.0%	5.0%	5.0%

Drainage

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Elm & Locust Phase 2	$-	$6,000	$2,000	$-	$ -	$8,000
Westgate Dr Phase 2	-	2,717	-	-	-	2,717
Ryan Road	-	560	1,959	280	-	2,799
Bonnie Brae 4B	-	-	5,000	-	-	5,000
Longridge Street	-	2,000	-	-	-	2,000
Oaktree Drainage Phase 1 & 2	-	-	3,000	-	3,000	6,000
Infrastructure Repair	500	500	500	500	500	2,500
Weather Station and Flood Monitoring	-	150	-	-	-	150
Storm Sewer Repair Bundles	3,500	5,644	-	-	6,000	15,144
Mingo Road Bridge	-	-	750	14,850	-	15,600
Panhandle	-	500	5,000	-	-	5,500
1700 Audra Channel	-	-	-	25	200	225
TOTAL	**$4,000**	**$18,071**	**$18,209**	**$15,655**	**$9,700**	**$65,635**

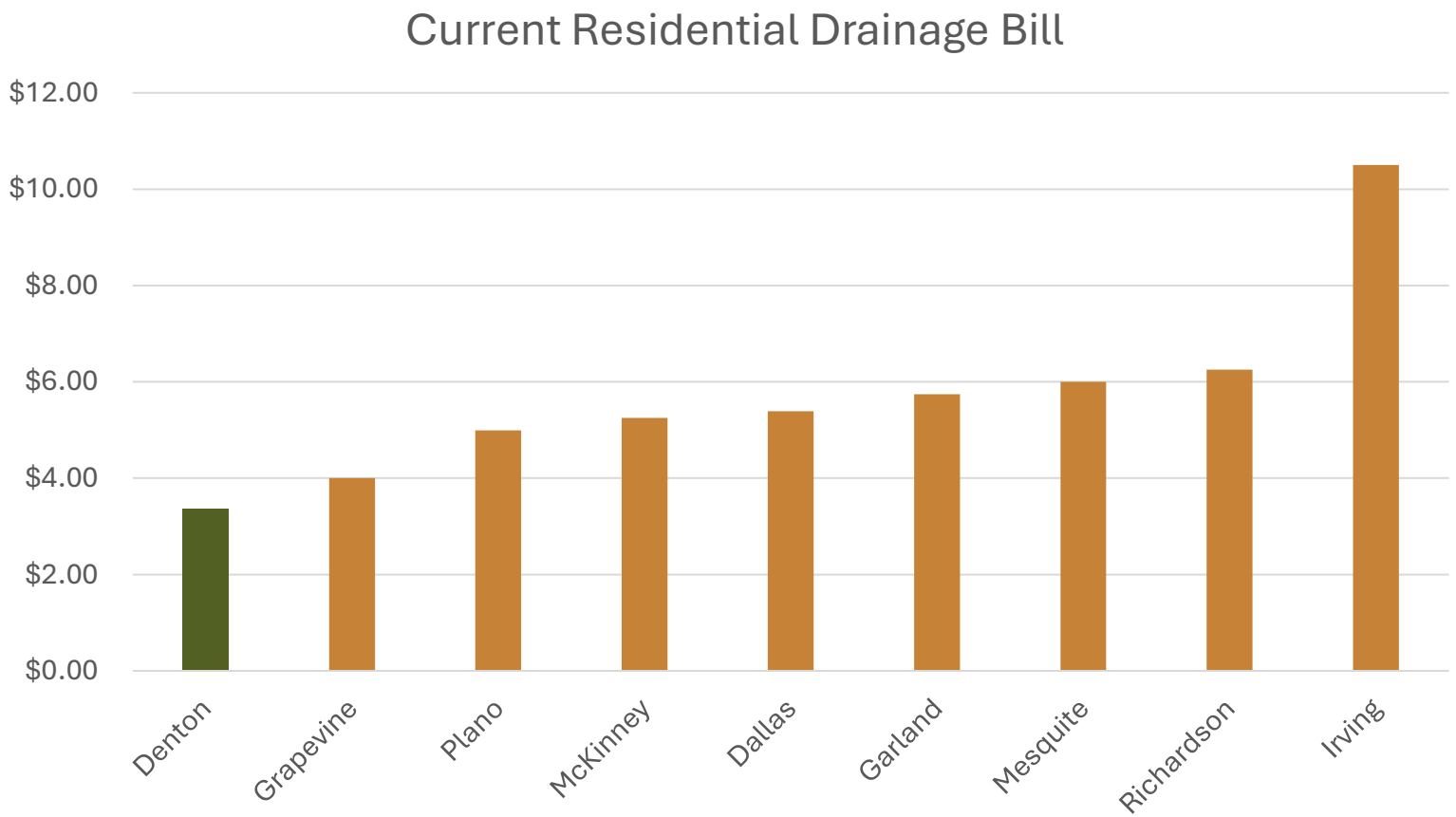
Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	$-	$15,421	$17,709	$15,130	$9,000	$57,260
Revenue Funded	4,000	2,650	500	525	700	8,375
TOTAL	**$4,000**	**$18,071**	**$18,209**	**$15,655**	**$9,700**	**$65,635**

Preliminary Rate Changes

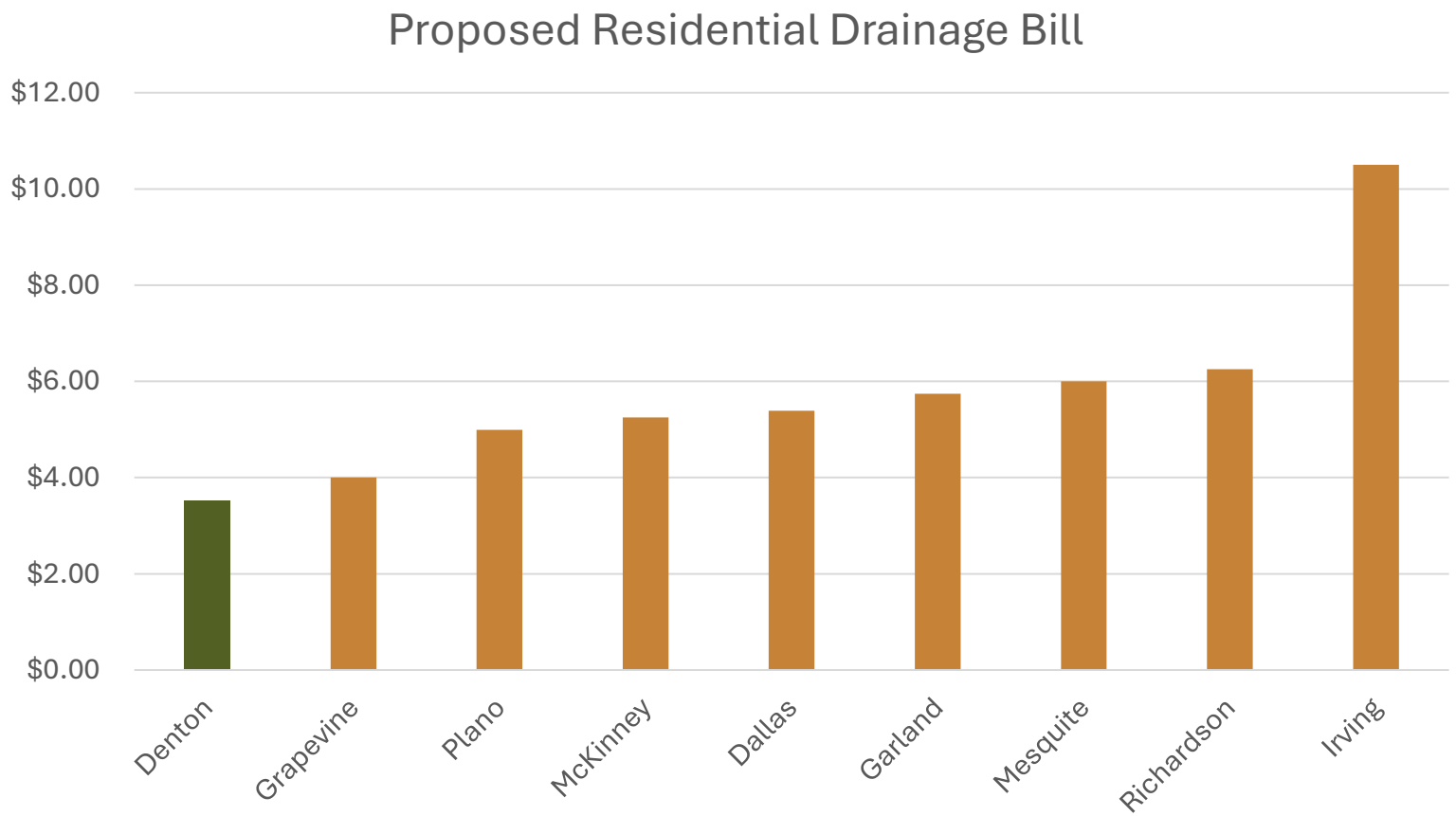
Fiscal Year 2026-27

	Current	Proposed	Change
Residential			
0 – 600 Square Feet	$0.50	$0.53	$0.03
601 – 1,000 Square Feet	$1.00	$1.05	$0.05
1,001 – 2,000 Square Feet	$3.35	$3.52	$0.17
2,001 – 3,000 Square Feet	$5.45	$5.72	$0.27
3,001 – 4,000 Square Feet	$7.60	$7.98	$0.38
4,001 – 5,000 Square Feet	$9.75	$10.24	$0.49
5,001 – 6,000 Square Feet	$12.00	$12.60	$0.60
Over 6,000 Square Feet	$15.50	$16.28	$0.78
Commercial			
Measured Square Footage of Impervious Surface Cover	$0.00186	$0.00195	$0.00009

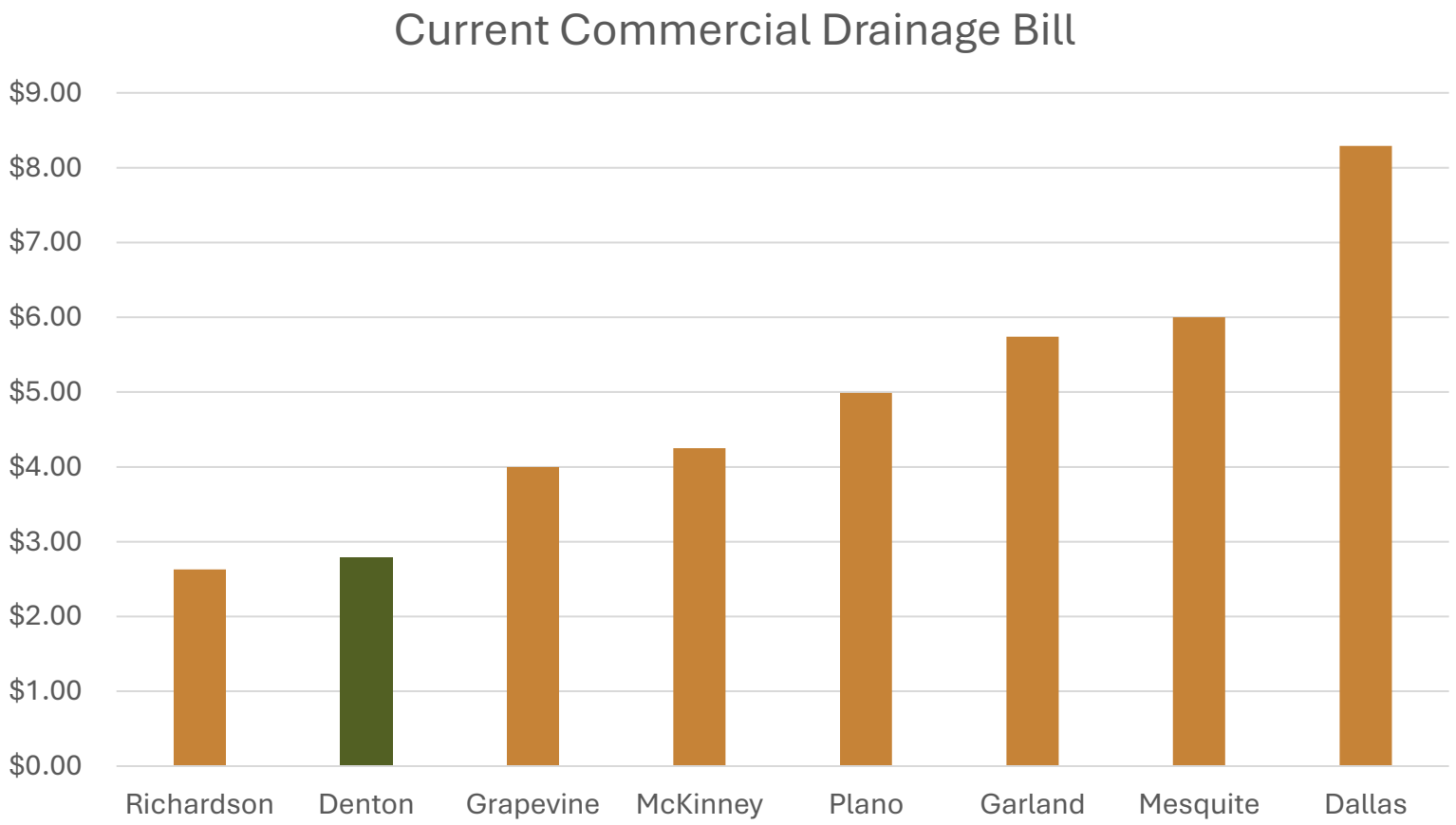
Current Residential Rate Comparison



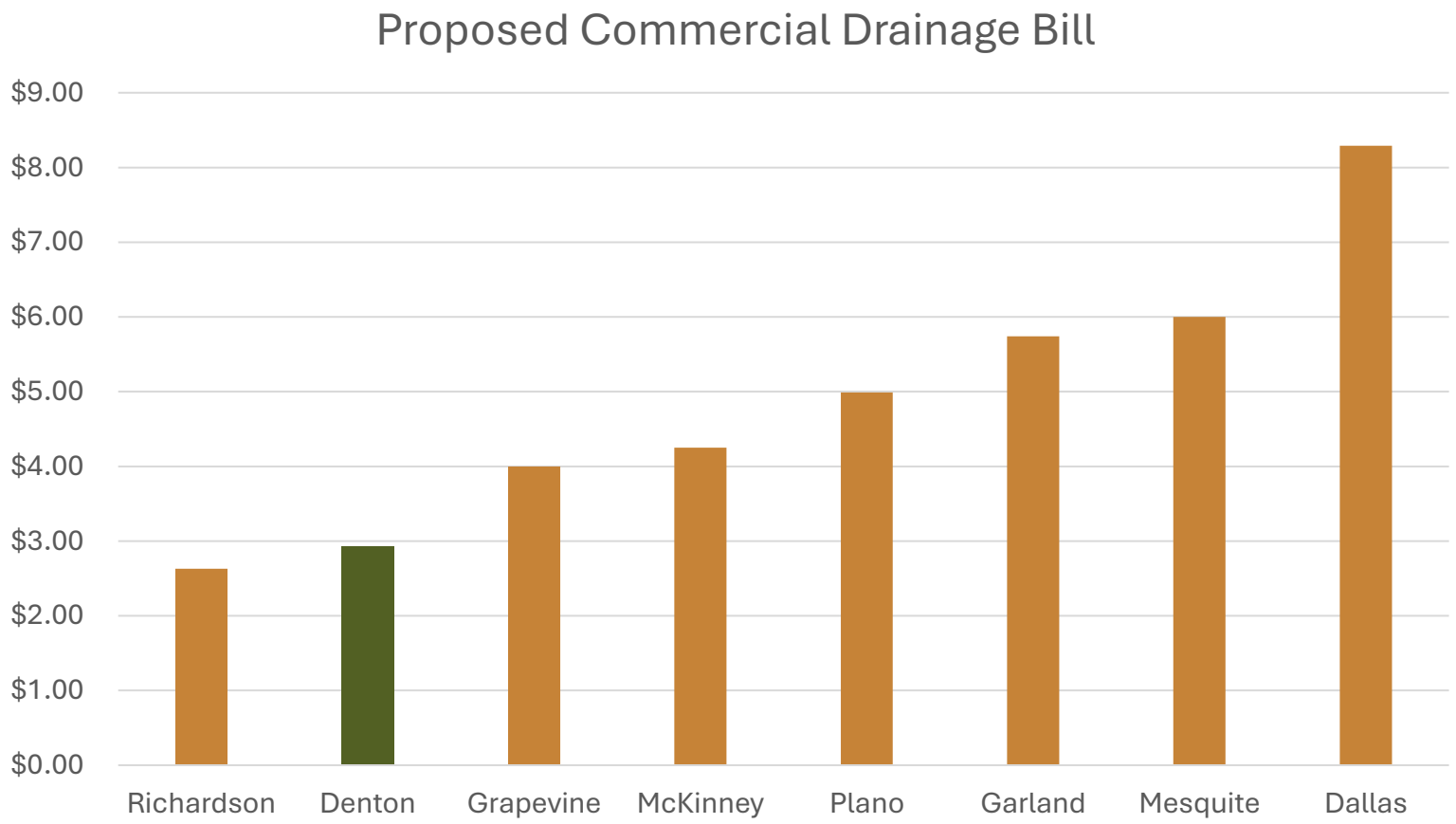
Proposed Residential Rate Comparison



Current Commercial Rate Comparison



Proposed Commercial Rate Comparison



Preliminary Utility Rate Summary

	Total Bill - Residential		
	FY26	FY27	Difference
Solid Waste	$ 25.42	$ 25.42	$ -
Electric	140.00	142.36	2.36
Water	52.87	54.47	1.60
Wastewater	46.18	50.35	4.17
Drainage	3.35	3.52	0.17
Total	**$ 267.82**	**$ 276.12**	**$ 8.30**

	Total Bill - Commercial		
	FY26	FY27	Difference
Solid Waste	$ 33.75	$ 33.75	$ -
Electric	182.33	185.70	3.37
Water	65.13	67.10	1.97
Wastewater	76.03	82.89	6.86
Drainage	2.79	2.93	0.14
Total	**$ 360.03**	**$ 372.37**	**$ 12.34**

- Based on Average monthly bill of:
  - Solid Waste – 1 Cart
  - Electric – 1,000 kWh for Residential and 1,101 kWh for Small Commercial
  - Water - 9,000 gallons
  - Wastewater - 6,000 gallons
  - Drainage – 1,500 gallons

Historical Utility Rate Summary

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Electric	-	-	-	3.00%	1.50%	-	3%
Water	-2.00%	-	-	-	3.00%	3.00%	3%
Wastewater	-	-	-	11.00%	11.00%	11.00%	9%
Solid Waste	-5.00%	-	-	-	1.50%	-	0%
Drainage	-	-	-	-	-	-	5%

Next Steps

- August 4th: CIP Budget (Council)
- August 8th: Budget Workshop (Council)
- August 18th: Budget Workshop follow-up (Council)
- September 15th: Budget and Tax Rate Public Hearing
- September 22nd: Budget and Tax Rate Adoption

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Office of Strategy, Budget, and Performance (OSBP)**

ACM: **Christine Taylor**

DATE: **July 27, 2026**

SUBJECT
Consider recommending approval of the Solid Waste Fund Fiscal Year 2026-27 Operating and Capital Budget.

BACKGROUND
The purpose of this item is to seek approval regarding the Fiscal Year 2026-27 Solid Waste and Recycling Proposed Budget and Capital Improvement Program. The budget was discussed with the Public Utilities Board (PUB) during the July 13, 2026 PUB meeting. The City's budget emphasis continues to be focused on the long-term maintenance of utility assets and system reliability in addition to cost containment, financial transparency, maintaining excellent customer service and strong financial management.

RECOMMENDATION
Staff recommends the PUB approve the Solid Waste and Recycling Fiscal Year 2026-27 Operating and Capital Budget.

ESTIMATED SCHEDULE OF PROJECT
Adoption of the budget is scheduled for September 22, 2026.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
The proposed Solid Waste and Recycling Fiscal Year 2026-27 Operating and Capital Budget was presented to City Council on July 21, 2026.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

Respectfully submitted:
Aimee Kaslik
Chief Strategic Office
Office of Strategy, Budget and Performance

Denton Solid Waste and Recycling

Understanding Today's Budget and Preparing for Tomorrow

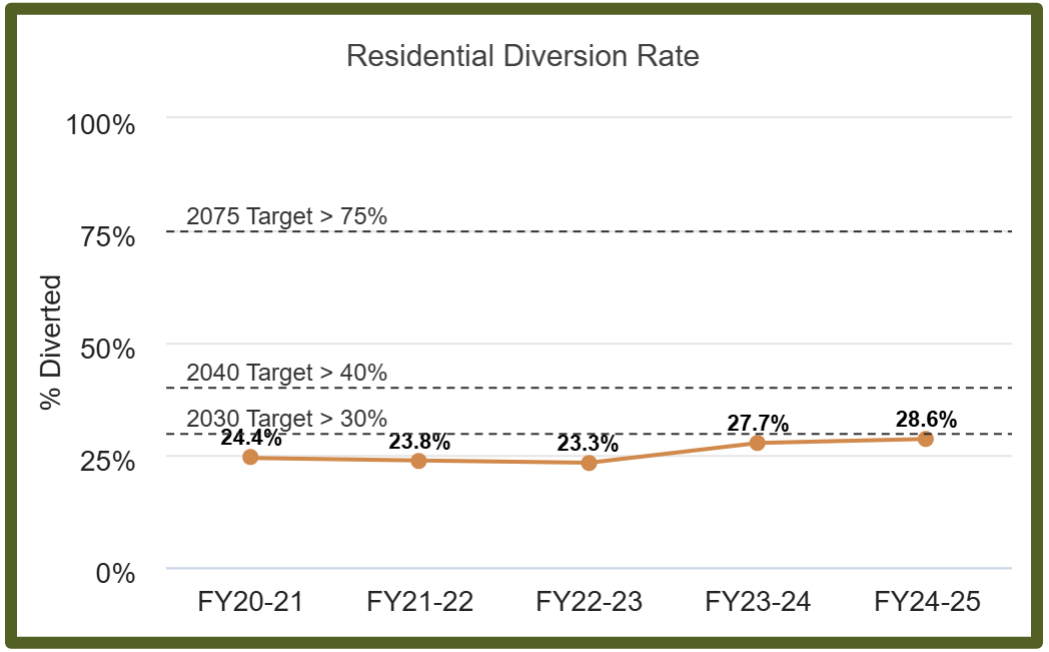


Seth Herrell
Interim Budget Manager

Solid Waste

Overview

- About
  - Solid Waste and Recycling is the exclusive provider of Municipal Solid Waste (MSW) for the City of Denton.
- Financial Assumptions
  - No rate increase
  - The Special Waste/Recyclables permit fees were moved from the water/wastewater ordinance to the solid waste ordinance to better align the fees with the appropriate department
  - TMRS contribution rate of 18.28%, down from 18.6%
  - Includes new revenue in the amount up to $1,000,000 for gas sales
  - Health Insurance increased 4% paid for by City
  - Vacancies budgeted at low end of pay band
  - Includes a 2% average merit increase
- Major Changes in Budget (reductions/additions)
  - Includes supplementals of $731,132
  - Added $1M for the land acquisition



Fiscal Year 2026-27

Proforma

Solid Waste

	2024-25 Actuals	2025-26 Budget	2025-26 EOY Estimate	FY 2026-27 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	$ 12,248,136	$ 12,533,781	$ 16,891,720	$ 22,997,098	$ 14,645,903	$ 11,671,281	$ 9,919,218	$ 9,205,960
Resources								
Rate Revenues	$ 37,021,444	$ 38,214,251	$ 39,730,996	$ 38,821,469	$ 41,562,265	$ 44,716,841	$ 48,584,847	$ 52,014,938
Wholesale Agreements	6,315,745	5,521,140	6,775,819	5,111,856	5,111,856	5,111,856	5,111,856	5,111,856
Non-Rate Revenues	3,019,713	1,618,282	2,676,592	3,155,334	4,664,992	5,439,251	7,126,451	7,133,358
Total Revenues	46,356,902	45,353,673	49,183,408	47,088,660	51,339,113	55,267,947	60,823,155	64,260,152
Use of Reserves	-	-	-	8,351,194	2,974,622	1,752,064	713,257	-
Total Resources	$ 46,356,902	$ 45,353,673	$ 49,183,408	$ 55,439,854	$ 54,313,735	$ 57,020,011	$ 61,536,412	$ 64,260,152
Expenditures								
Personnel Services	$ 14,009,149	$ 14,210,046	$ 13,141,628	$ 14,196,423	$ 15,048,208	$ 15,951,101	$ 16,908,167	$ 18,429,902
Materials & Supplies	400,186	549,831	491,292	724,196	745,922	768,300	791,349	815,089
Maintenance and Repair	201,336	242,035	246,486	218,559	225,116	231,869	238,825	245,990
Insurance	505,395	664,506	498,380	668,074	688,116	708,760	730,022	751,923
Miscellaneous Expense	26,525	33,085	33,085	38,475	39,629	40,818	42,043	43,304
Operations	7,941,586	8,476,170	7,489,159	9,363,414	9,644,316	9,933,646	10,231,655	10,538,605
Cost of Service Transfers	7,663,471	7,198,011	7,198,011	9,182,185	8,427,651	8,680,480	8,940,894	9,209,121
Fixed Assets	776,071	966,576	966,576	1,524,027	1,569,748	1,616,840	1,665,345	1,715,306
Vehicle Replacement	1,839,910	3,463,000	3,463,000	7,268,000	5,000,000	5,000,000	5,000,000	5,000,000
Closure/Post Closure	752,632	946,819	946,819	1,256,748	1,256,748	1,256,748	1,256,748	1,256,748
Debt Service	5,269,872	6,417,619	6,417,619	8,012,460	8,589,884	9,572,984	12,256,486	12,092,701
Franchise Fees	2,223,501	2,185,975	2,185,975	2,256,161	2,333,706	2,491,435	2,684,835	2,856,340
Supplemental Requests				731,132	744,690	767,031	790,042	813,743
Total Expenditures	41,609,633	45,353,673	43,078,030	55,439,854	54,313,735	57,020,011	61,536,412	63,768,772
Ending Fund Balance	$ 16,995,405	$ 12,533,781	$ 22,997,098	$ 14,645,903	$ 11,671,281	$ 9,919,218	$ 9,205,960	$ 9,697,340
Net Change	$ 4,747,269	$ -	$ 6,105,378	$ (8,351,194)	$ (2,974,622)	$ (1,752,064)	$ (713,257)	$ 491,380
Revenue Sufficiency Requirement	0.0%	0.0%	0.0%	0.0%	1.0%	1.5%	2.5%	1.0%
Target Reserves								
Wrking Cptl - 8% / Op Reserve Target - 6%	$ 5,825,349	$ 6,349,514	$ 6,030,924	$ 7,761,580	$ 7,603,923	$ 7,982,802	$ 8,615,098	$ 8,927,628
Wrking Cptl - 8% / Op Reserve Target - 10%	$ 7,489,734	$ 8,163,661	$ 7,754,045	$ 9,979,174	$ 9,776,472	$ 10,263,602	$ 11,076,554	$ 11,478,379
Ending Fund Balance Target Met	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

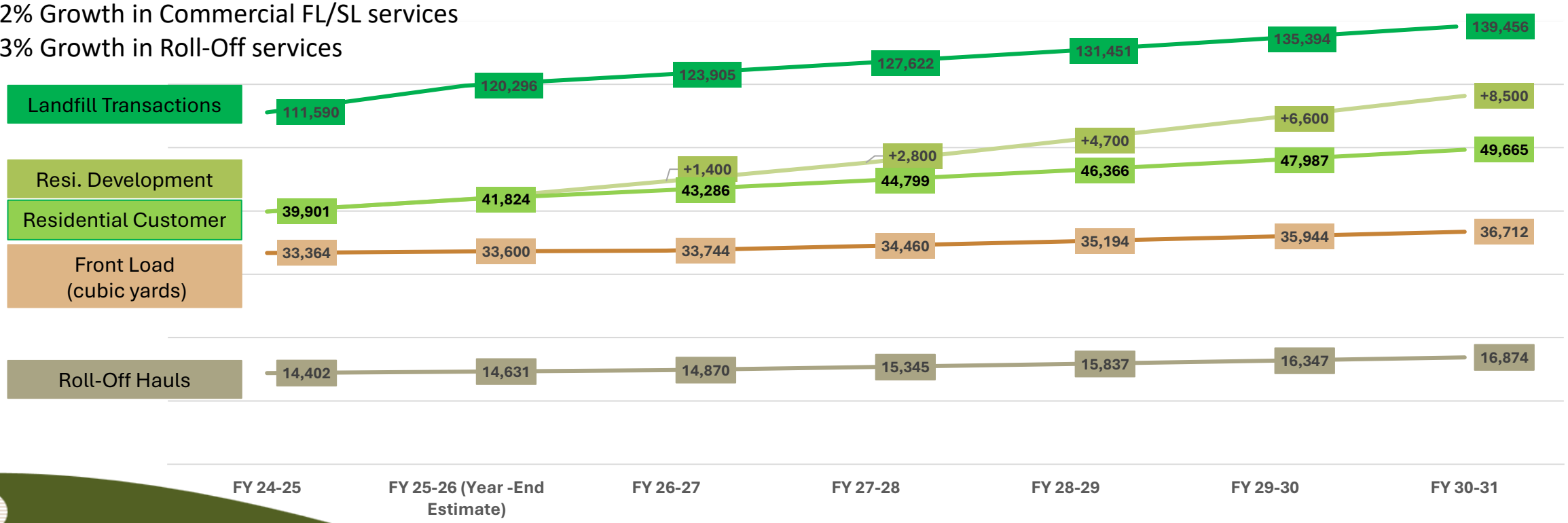
Solid Waste Supplemental Requests

	Total FTE	Supplemental Amount
Growth Residential Collection	4	413,879
Growth Commercial Roll-Off	1	105,751
Growth Commercial Front Load Service	2	211,502
Total Proposed:	**7**	**$731,132**

*Vehicles will be purchased from savings in the current fiscal year.

Solid Waste – Growth Projections

- 8.0% Growth in Landfill Customers
- 3.5% Growth in Residential Customers
- Residential Development is expected to increase growth to 7%
- 2% Growth in Commercial FL/SL services
- 3% Growth in Roll-Off services



Fiscal Year 2026-27

Solid Waste

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Structural	$ -	$ 500	$ -	$ 500	$ 4,500	$ 5,500
Building Construction	1,400	-	27,100	-	-	28,500
Vehicles	11,133	10,550	8,900	8,635	5,000	44,218
TOTAL	**$ 12,533**	**$ 11,050**	**$ 36,000**	**$ 9,135**	**$ 9,500**	**$ 78,218**

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	$ 5,265	$ 6,050	$ 31,000	$ 4,135	$ 4,500	$ 50,950
Revenue Funded	7,268	5,000	5,000	5,000	5,000	27,268
TOTAL	**$ 12,533**	**$ 11,050**	**$ 36,000**	**$ 9,135**	**$ 9,500**	**$ 78,218**

Solid Waste Rate Ordinance

- No proposed changes to rates
- Corrections to language
- Addition of Permit Fee for commercial collection and transportation service permit for special waste and recyclables.
    - Solid Waste Recycling permitting rates were included within the water/wastewater (W/WW) liquid waste rates. To better align the permitting fees, W/WW is separating liquid waste from special/recyclable waste. W/WW will continue to keep liquid waste permitting within their rate ordinance. SWR has proposed to add the special/recyclable waste fees to their rate ordinance.

Collection and Transportation Rates

Commercial Recycling Permit	
Application Fee (per calendar year)	$200.00
Vehicle Permit (per vehicle per calendar year)	$400.00
Commercial Special Waste Permit	
Application Fee (per calendar year)	$200.00
Vehicle Permit (per vehicle per calendar year)	$400.00

Fiscal Year 2026-27

Preliminary Utility Rate Summary

	Total Bill - Residential		
	FY26	FY27	Difference
Solid Waste	$ 25.42	$ 25.42	$ -
Electric	140.00	142.36	2.36
Water	52.87	54.47	1.60
Wastewater	46.18	50.35	4.17
Drainage	3.35	3.52	0.17
Total	**$ 267.82**	**$ 276.12**	**$ 8.30**

	Total Bill - Commercial		
	FY26	FY27	Difference
Solid Waste	$ 33.75	$ 33.75	$ -
Electric	182.33	185.70	3.37
Water	65.13	67.10	1.97
Wastewater	76.03	82.89	6.86
Drainage	2.79	2.93	0.14
Total	**$ 360.03**	**$ 372.37**	**$ 12.34**

- Based on Average monthly bill of:
  - Solid Waste – 1 Cart
  - Electric – 1,000 kWh for Residential and 1,101 kWh for Small Commercial
  - Water - 9,000 gallons
  - Wastewater - 6,000 gallons
  - Drainage – 1,500 gallons

Historical Utility Rate Summary

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Electric	-	-	-	3.00%	1.50%	-	3%
Water	-2.00%	-	-	-	3.00%	3.00%	3%
Wastewater	-	-	-	11.00%	11.00%	11.00%	9%
Solid Waste	-5.00%	-	-	-	1.50%	-	0%
Drainage	-	-	-	-	-	-	5%

Next Steps

- August 4: CIP Budget (Council)
- August 8th: Budget Workshop (Council)
- August 18th: Budget Workshop follow-up (Council)
- September 15th: Budget and Tax Rate Public Hearing
- September 22nd: Budget and Tax Rate Adoption

City of Denton

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215 E. McKinney Street
Denton, Texas
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AGENDA INFORMATION SHEET

DEPARTMENT: **Office of Strategy, Budget, and Performance**

ACM: **Christine Taylor**

DATE: **July 27, 2026**

SUBJECT
Consider recommending approval of the Customer Service Fund Fiscal Year 2026-27 Operating Budget.

BACKGROUND
The purpose of this item is to seek approval regarding the Fiscal Year 2026-27 Customer Service Fund Proposed Budget. The budget was discussed with the Public Utilities Board (PUB) during the July 13, 2026 PUB meeting. The City's budget emphasis continues to be cost containment, financial transparency, maintaining excellent customer service and strong financial management.

RECOMMENDATION
Staff recommends the PUB approve the Customer Service Fund Fiscal Year 2026-27 Operating Budget.

ESTIMATED SCHEDULE OF PROJECT
Adoption of the budget is scheduled for September 22, 2026.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
The proposed Customer Service Fiscal Year 2026-27 Operating Budget was presented to City Council on July 21, 2026.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

Respectfully submitted:
Aimee Kaslik
Chief Strategy Officer
Office of Strategy, Budget, and Performance

Denton Customer Service Fund

Understanding Today's Budget and Preparing for Tomorrow



Seth Herrell
Interim Budget Manager

Customer Service

- About
  - Provides utility billing support and processing
  - Operates Denton 311, a user friendly 24/7 connection to City services to efficiently report concerns and request response by City departments
- Major Changes in Budget
  - A credit card processing fee will be implemented October 1, 2026.
    - A percentage for all online payments for all residential and commercial customer.
    - Implementing the fee results in a $1 million savings to the department.

Customer Service

Proforma

	2024-25 Actuals	2025-26 Budget	2025-26 EOY Estimate	2026-2027 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	**$ 550,280**	**$ 439,317**	**$ 613,892**	**$ 773,642**	**$ 773,642**	**$ 773,642**	**$ 773,642**	**$ 773,642**
Other Revenue	$ 572,680	$ 397,198	$ 553,948	$ 484,500	$ 493,552	$ 509,119	$ 519,485	$ 535,112
Cost of Service - General Fund	763,742	749,409	749,409	358,051	368,793	379,856	391,252	402,990
Cost of Service - Electric	4,557,711	5,551,134	5,551,134	4,441,173	4,574,408	4,711,640	4,852,990	4,998,579
Cost of Service - Water	1,516,916	1,793,762	1,793,762	1,315,062	1,354,514	1,395,149	1,437,004	1,480,114
Cost of Service - Wastewater	1,693,106	1,202,726	1,202,726	1,141,233	1,175,470	1,210,734	1,247,056	1,284,468
Cost of Service - Drainage	-	533,653	533,653	497,873	512,809	528,193	544,039	560,360
Cost of Service - Solid Waste	1,905,484	1,519,476	1,519,476	1,675,949	1,726,227	1,778,014	1,831,355	1,886,295
Cost of Service - Streets	69,525	92,960	92,960	-	-	-	-	-
Cost of Service - Airport	9,131	12,621	12,621	7,554	7,781	8,014	8,254	8,502
Cost of Service - Fleet Svcs	6,002	8,035	8,035	3,782	3,895	4,012	4,133	4,257
Cost of Service - Tech Svcs	-	1,146	1,146	951	980	1,009	1,039	1,070
Cost of Service - Engineering	5,648	11,478	11,478	5,667	5,837	6,012	6,192	6,378
Total Revenue	**$ 11,099,945**	**$ 11,873,598**	**$ 12,030,348**	**$ 9,931,795**	**$ 10,224,266**	**$ 10,531,754**	**$ 10,842,799**	**$ 11,168,125**
Personnel Services	$ 5,414,047	$ 5,950,996	$ 5,950,996	$ 6,200,043	$ 6,386,044	$ 6,577,626	$ 6,774,954	$ 6,978,203
Materials & Supplies	461,343	408,995	408,995	416,130	428,614	441,472	454,716	468,358
Insurance	82,401	108,340	108,340	108,926	112,194	115,560	119,026	122,597
Miscellaneous	-	2,310	2,310	4,270	4,398	4,530	4,666	4,806
Operations	3,302,376	3,502,964	3,502,964	1,811,373	1,865,714	1,921,686	1,979,336	2,038,716
Transfers	1,697,641	1,819,818	1,819,818	1,310,803	1,350,127	1,390,631	1,432,350	1,475,320
Debt Service Transfers	78,525	77,175	77,175	80,250	77,175	80,250	77,750	80,125
Total Expenditures	**$ 11,036,333**	**$ 11,870,598**	**$ 11,870,598**	**$ 9,931,795**	**$ 10,224,266**	**$ 10,531,754**	**$ 10,842,799**	**$ 11,168,126**
Ending Fund Balance	**$ 613,892**	**$ 442,317**	**$ 773,642**	**$ 773,642**	**$ 773,642**	**$ 773,642**	**$ 773,642**	**$ 773,642**
Change in Fund Balance	$ 63,612	$ 3,000	$ 159,750	$ -	$ -	$ -	$ -	$ -

Next Steps

- August 4th: Capital Budget (Council)
- August 8th: Budget Workshop (Council)
- August 18th: Budget Workshop follow-up (Council)
- September 15th: Budget and Tax Rate Public Hearing
- September 22nd: Budget and Tax Rate Adoption

INFORMAL STAFF REPORT
TO AGENDA COMMITTEE

SUBJECT:

Data Center Developments

EXECUTIVE SUMMARY:

This ISR provides a review of departmental policies and processes related to data centers within the City of Denton. Each department has provided a summary of their current state and any staff recommendations that City Council may desire to consider in the future.

BACKGROUND:

On June 2, 2026, Council Member Stevens proposed a future work session to discuss the possibility of creating a policy on how the City of Denton approaches AI data center applications moving forward. This would include, but is not limited to, a discussion on a temporary moratorium on future applications for the purpose of evaluating whether the projected infrastructure demand, environmental impact, and financial return associated with the two currently approved AI data facilities align with their projections once operational.

Given the confidential and proprietary nature of the City's Power Purchase Agreements with both Core Scientific, Inc. and WAHA/Qumulus Ai, responsive information specific to these entities will be discussed with City Council in closed session as part of this year's budget process. Electric and water usage data related to both entities is protected under federal and state law.

DISCUSSION:

What is a Data Center?

Data centers are generally classified into four types: (1) Enterprise – Internal IT operations; (2) Colocation – Shared hosting for multiple clients; (3) Hyperscale – Cloud services and AI workloads; and (4) Edge – Low latency local processing. These classifications are not mutually exclusive and overlapping commonly occurs. Over the last several years, there has been a significant decrease in internally hosted enterprise data centers due to increased reliance on cloud and collocated infrastructure. A High-Performance Computing (HPC) or AI data center may be classified as a colocation and/or a hyperscale data center. A Crypto Mining data center does not meet any of the above four categories.

Data centers are further standardized by the following rating system:

Comparison of

Uptime Institute Data Center Tier Classifications

Feature	Tier I	Tier II	Tier III	Tier IV
Basic Description	Basic Capacity	Redundant Components	Concurrently Maintainable	Fault Tolerant
Uptime Guarantee	99.671%	99.741%	99.982%	99.995%
Redundancy	N (No redundancy)	N+1	N+1	2(N+1)
Maintenance Shutdown Required	Yes	Yes	No	No
Protection Against	Human Error Only	Human Error + Some Equipment Failure	Human Error + Equipment Failure	All Planned/ Unplanned Events
Distribution Paths	Single	Single	Multiple	Multiple + Isolated
Fault Tolerance	None	Limited	Concurrent Maintenance	Full Fault Tolerance
Cooling Requirements	Dedicated Equipment	Redundant Cooling	Redundant + Maintainable	Continuous + Redundant
Key Components	UPS, Generator, Cooling	All Tier I + Redundant Power/Cooling	All Tier II + Multiple Paths	All Tier III + Physical Isolation
Typical Use Case	Small Business/Office	Growing Business	Enterprise	Mission-Critical Operations

Source: The Uptime Institute's Data Center Tier Classification

The above rating system was developed for traditional data centers and is generally not applicable to HPC/AI or Crypto Mining data centers. An unofficial, but commonly used rating of Tier 0, is generally applied to HPC/AI or Crypto Mining data centers even though components of these data centers may fall within the Tier I-IV ratings.

In the City of Denton ("the City"), the number of Enterprise data centers is unknown but are commonly found in organizations such as federal, state and local governments, and private companies operating in the city. The policies, processes or staff recommendations in this ISR do not apply to these common and small data centers, which are essential for daily operations in these organizations and incorporated into buildings already governed by other local regulations.

For the types of data centers (Colocation and Hyperscale) addressed in this ISR, there are two within its city limits: (1) Core Scientific, Inc. – HPC/AI data center; and (2) WAHA/Qumulus Ai – Crypto Mining data center. Both data centers would be commonly referred to as Tier 0 data centers although components may fall within the Tier I-IV ratings. Core Scientific, Inc. data center has entered into a Power Purchase Agreement (PPA) with the City for a peak load power capacity up to 391 MWs including the acquisition of Renewable Energy Credits (RECs) for the full annual power consumption and leased approximately 78 acres of city-owned property. Construction of this data center is nearing completion although maximum capacity available is 297 MWs until local transmission overloads are resolved. The WAHA/Qulumus AI data center has entered into a PPA with the City for a peak load power capacity up to 20 MWs including the acquisition of RECs for the full annual power consumption and leased approximately 4 acres of city-owned property. Construction of this data center has not yet begun but is anticipated within 90 days. Both data centers pay 100% of power and transmission costs, including any transmission interconnection and improvement costs. Each data center has met all Denton Development Code requirements and has been classified as either a warehouse data center (Core Scientific, Inc.) or a modular data center (WAHA/Qumulus Ai). Additional information regarding DDC requirements will be covered in the Development Services section of this ISR.

Finally, in ERCOT, data centers for Crypto Mining and HPC/AI are generally considered Large Loads if they are one or more facilities at a single site with an aggregate peak demand of 75 MW or more behind one or more common points of interconnection. A Large Load could also be an industrial or manufacturing facility, a Hydrogen and Electrofuel production facility, an Oil and Gas field electric infrastructure, and historical industrial loads like chemical plants and steel mills. These Large Loads must apply to ERCOT for interconnection, but the process is initiated by the Transmission Service Provider (TSP). For Large Loads below 75 MWs, the interconnection process is handled by the TSP. In the majority of the City, DME is the TSP although Oncor and TMPA (Texas Municipal Power Agency) also own and operate transmission assets in the area.

DISCUSSION:

Denton Municipal Electric

Beginning in 2021, data center development for Crypto Mining began in earnest in the United States due to prohibitions in China. Texas became an attractive location due to the availability of land, low electric prices, favorable business climate, and ample natural resources. For DME, like many other electric utilities (private and public), data center development had always been an attractive load due to their high load factors and stable power consumptions. In the case of Crypto Mining data centers, these loads also offered the ability to "throttle down" during power scarcity periods due to their high price sensitivity and, in an "energy only" market like ERCOT, served as catalysts for further power generation development in the State. However, like other electric utilities, processes and rates/tariffs were not in place to systematically address these large loads so the use of PPAs became a strategic solution along with incorporating lessons learned by others that were early implementers and the use of external legal advisers with experience in data center developments. Additionally, given DME's must-serve obligation and, at that time, ample electric infrastructure capacity, the two current data centers were brought forward to City Council for

consideration. Since that time, and certainly accelerated by these developments, known transmission system overloads have since posed a limitation to serving additional large loads. As of the writing of this ISR, DME has submitted to ERCOT proposed transmission projects totaling $300 million to resolve these overload issues. If approved, DME and either TMPA or Oncor would jointly construct these projects with an anticipated completion date of 2031, at the earliest. The projects would be reimbursable under the Transmission Cost of Service (TCOS) Tariff, and would be socialized across all of ERCOT and the City would earn a 6.21% rate of return in TCOS revenue. These details have been communicated to large load prospects with loads above 20 MWs and in most cases, interest by those prospects has all but disappeared. Lastly, ongoing state-wide and regional initiatives by ERCOT (known as the Batch Process) have further caused uncertainty in the data center market, along with generation supply considerations that would be required to meet these loads. According to ERCOT, there are currently over 410 GW of Large Loads (350 GW are data centers of which 80 GW in the DFW area) seeking interconnection and approximately 450 GW of active generation seeking interconnection (Battery, 177 GW; Solar, 162 GW; Wind, 48 GW; and Gas; 60 GW). Without additional generation, these large loads will not be interconnected.

Staff Recommendations (subject to legal review):

1. Formalized application process and the associated fees for data centers.
2. Unless superseded by State Law, PUCT regulations or ERCOT protocols, require data centers to pay 100% of all transmission and/or distribution interconnection costs and engineering studies.
3. When interconnecting into the local transmission system, require data centers to construct and operate onsite substations for internal load management.
4. Require that data center prospects provide evidence of site ownership or control.
5. Require that data center prospects provide evidence of an end use customer and that the development not be for speculation.
6. Require that data center prospects agree to a power security/collateral based on their MWh power consumption.
7. Require that data center prospects agree to make a one-time payment equal to one year's estimated energy consumption to fund a dedicated and restricted energy reserve. Such reserve will be created by the City Council and use restricted to protecting ratepayers in the event of revenue shortfalls from data center customers. Data center customers will not be entitled to this reserve, nor will payment be refundable.
8. Require that data center prospects be subject to any power curtailment mandated by ERCOT consistent with all other DME customers.
9. In conjunction with the FY 26/27 budget process, DME to propose a publicly available base rate tariff(s) based on a cost-of-service study for HPC/AI data centers.
10. For Crypto Mining data centers, if any, continue the use of a PPA to better negotiate mark-up costs but require that 100% of power and transmission costs be covered.
11. Create a confidential developer agreement that will govern proprietary and critical infrastructure operations between the developer and DME.

Economic Development

Data center prospects are evaluated like any other development prospects and eligibility for city incentives are evaluated on a case-by-case basis.

Staff Recommendations:

None

Water & Wastewater

The two data centers currently approved
are projected to use water that is either less or similar to other comparable users. This is due to their use of a closed loop cooling system or an air cooling system. For wastewater discharge, both data centers are subject to all city requirements applicable to any other development.

Staff Recommendations:

To reduce water usage, a closed loop cooling system should be required of all HPC/AI data centers. An air-cooling system may be better suited for Crypto Mining data centers and uses little to no water.

Development Services

In the Spring of 2022, the Development Code Review Committee (DCRC) held discussions regarding proposed Code amendments related to data center uses. Following discussion, the DCRC recommended the draft regulations be forwarded to the Planning and Zoning Commission and City Council for consideration. On September 20, 2022, the City Council voted to approved amendments to the DDC, incorporating land use regulations related to data centers and establishing the following regulations.

Zoning Regulations

The Denton Development Code (DDC) classifies data centers into two categories: Modular data centers and warehouse data centers.

Modular data centers are generally defined as the long-term storage of specialized computing systems and hardware within modular structure(s) including but not limited to pods, shipping containers, cargo containers, and similar storage containers that are used for the sole purpose of remote storing, gathering, processing, and/or analyzing large amounts of data information. Modular data centers are allowed with approval of a Specific Use Permit (SUP) in the Light Industrial (LI), Heavy Industrial (HI) and Public Facilities (PF) Zoning Districts.

Warehouse data centers are generally defined as a building or buildings intended for large-scale storage of specialized computing systems and hardware that are used for the sole purpose of remote storing, gathering, processing, and/or analyzing large amounts of data information. Warehouse data centers are permitted by right in the General Office (GO), Light Industrial (LI), Heavy Industrial (HI) and Public Facilities (PF) Zoning Districts, and are allowed with approval of a SUP in the Mixed-Use Regional (MR), Suburban Corridor (SC) and Highway Corridor (HC) Zoning Districts.

Both modular and warehouse data centers are considered to be Industrial Uses and are subject to Use-Specific Standards in the DDC.

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	
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

Use-Specific Standards applicable to modular data centers include:

- Additional landscaping requirements, including at least two elements from DDC Table 7.E: Landscape Area Point System, Section A Right-of-Way Elements be provided along all public rights-of-way.

Use-Specific Standards applicable to warehouse data centers include:

- Limited building size to a maximum of 55,000 square feet of gross floor area per lot in the Mixed-Use Regional and Suburban Corridor Zoning Districts.
- Requirements that all buildings comply with the design standards established in DDC Section 7.10.5: Nonresidential and Mixed-Use Building Site and Building Design.

Use-Specific Standards applicable to all data center uses include:

- Requirements that any modular structures, on-site electrical equipment, and any associated outdoor storage be screened from the public right-of-way and any adjacent residential use or zoning district.

- Requirements that any modular structures, on-site electrical equipment, and any associated outdoor storage area be setback no less than 100 feet from an adjacent residential zoning district or existing residential use, measured from the property line.
- Noise Regulations:
    - An environmental noise and vibration assessment is required with the initial application for all data center requests.
    - Data center operations, including any on-site equipment, shall not cause any noise more than 60 decibels measured at the property line *or* shall not cause an increase in the ambient noise level of the area more than 3 decibels.
- Any on-site electric substations are required to comply with DDC Section 7.13.7: Electric Substation Design.

There are no lighting specific standards for data centers. DDC Section 7.11.3.C has lighting standards specific to developments and the impact to adjacent properties. New developments in the City shall not exceed one foot-candle of light past the property line except in a few specific instances.

Moratorium

House Bill 2559 took effect on September 1, 2025 and changes the rules regarding development moratoriums for cities. The Texas Municipal League stated in their Second-Called Special Session Update published on August 29, 2025: "The effect of these changes is to make moratoria harder to adopt and sustain. Cities must now prepare for a months-long process involving extended notice, two hearings, multiple ordinance readings, and a supermajority vote before development can be paused due to a shortage of essential public facilities. Even if adopted, moratoria are capped at 180 days and cannot be repeated in the same area for two years". For data centers, , this means the City would need to present evidence for a justification under Texas Government Code 212.135, 212.1351, or 212.1352 demonstrating a need to prevent the shortage of essential public facilities and follow the procedures for adopting the moratorium.

Staff Recommendations:

The City was proactive and adopted land use regulations around data centers in 2022 which was recommended by DCRC and P&Z and ultimately approved by City Council. Ft. Worth recently adopted regulations that increased landscaping requirements adjacent to residential neighborhoods, added regulations around lighting, and provide for distance requirements of specific mechanical equipment. There are not many areas of the City where this land use would be allowed with adjacency to residential, however, if City Council desired, City staff could add an item to the DCRC workplan to discuss additional changes to the use specific requirements for data centers.

Fire Inspections

The Denton Fire Department Fire Marshal's Office (FMO) conducts plan reviews and inspections on all building permits issued for data centers. Additionally, the FMO reviews and issues fire permits, and conducts associated fire permit inspections. Fire permits that are typically required

(depending on site configuration, water availability, and building size) include permits for fire alarms, fire suppression systems, a fire pump, standpipes, private fire hydrants, and emergency responder radio coverage. Chapter 12 of the 2021 International Fire Code specifically regulates energy storage systems, fire suppression, and separation requirements for large battery banks, a critical component of data center infrastructure. Future iterations of the International Fire Code will include a specialized guideline (G12 – Data Center Guideline) for standardizing the design and construction practices of large data centers.

One of the most frequently documented challenges with data centers has been the lack of emergency apparatus access, particularly during construction. This challenge has also resulted in many staff hours conducting code checks that failed and subsequent follow-up inspections.

Staff Recommendations:

All City staff and community partners involved in data center projects should set clear expectations with developers that all adopted codes and ordinances shall be strictly followed. Developers should create an access plan for each phase of construction to ensure emergency access will be provided.

Streets Department

Data centers follow the same process for right of way improvements and street impact fees as any other development.

Staff Recommendations:

None.

Solid Waste

There is no significant impact to Solid Waste Operations. These facilities are consistent with other large commercial projects that during the construction phase utilize the roll-off service for construction related debris. During operation, they generate very little solid waste.

Staff Recommendations:

None.

Finance

Data centers represent a significant investment of capital and provide an opportunity for increased revenues for all local taxing jurisdictions, including the City. Applications for new data centers should include projected real and business property valuations, sales tax, land lease, franchise fee, and other economic benefits reasonably expected. This information provides staff and City Council a foundation for fiscally responsible decision making. Information regarding the status of property

tax assessments and projected revenues specific to the two existing data centers will be presented as part of the upcoming budget process. Preliminary assessed values have been provided by the Denton Central Appraisal District (DCAD), and staff are working to verify and analyze the data.

Staff Recommendations:

Finance recommends formalizing specific financial information requirements in the application process and explore thresholds for capital investment, job creation, and revenue expectations to ensure the scale and economic benefit is aligned with the financial risk.

Environmental Services

Construction-Environmental
May create noise, traffic congestion, dust, loss of green space, and aesthetic changes to the area. These items may be associated with general construction and are not specific to data centers.

Operational-Environmental
May include energy demand, water demand, air emissions noise, and adjacent/nearby property impacts. Energy and Water demand both are tied to overarching greenhouse gas emissions. Additionally, energy demand concerns include generation/distribution and water demand concerns include impacts on the local water supply. Air emission concerns include aesthetically matching the area and possible disruption of the natural areas. Cooling water system discharge to the sanitary sewer after pressure test, possible system maintenance, and ultimate system decommissioning. Business personal property (servers, batteries, etc.) reuse, recycling and disposal.

1. Air Emissions – The Texas Commission on Environmental Quality (TCEQ) regulations cover emergency power generators and include annual hour usage limitations and emission standards. The City, as part of the DFW Metro Ozone Nonattainment Area is covered by more stringent TCEQ regulations.
2. Natural Areas – The City has ordinances that protect environmentally sensitive areas, protect existing trees, and require landscaping to enhance the natural area.
3. Wastewater Discharge – The City has ordinances that regulate discharges to the wastewater collection system according to Federal, State, and local requirements.
4. Electronic Waste – TCEQ regulations cover the recycling and disposal of electronic waste and batteries.

Staff Recommendations

None.

CONCLUSION

At the direction of the Agenda Committee, staff will schedule a work session discussion with the City Council to review the above information and staff recommendations.

STAFF CONTACT:
Tony Puente
DME General Manager
(940) 349-8487

REQUESTOR:
Council Member Stevens

STAFF TIME TO COMPLETE REPORT:

Department	*Staff Time (Hours)*
Electric	6.0
Economic Development	0.5
Water/Wastewater	0.5
Fire Inspections	0.5
Streets	0.5
Solid Waste	0.5
Development Services	3.0
Environmental Services	3.0
Finance	1.0

PARTICIPATING DEPARTMENTS:
Electric, Economic Development, Water/Wastewater, Fire Inspections, Streets, Solid Waste, Development Services, Finance and Environmental Services.

Future Public Utilities Board Agenda Items

Note: This is a working draft of pending PUB items and is subject to change without notice.

Meeting Date	Item	Dept
July 27, 2026	Water/Wastewater Quarterly Report Rate and Budget Recommendation	Water Budget
August 10, 2026		
August 24, 2026		
September 14, 2026		
September 28, 2026	Water/Wastewater Quarterly Report	Water
October 12, 2026	2027 PUB Schedule	DME
October 26, 2026		
November 16, 2026		
December 14, 2026	Water/Wastewater Quarterly Report	Water

Codes: Work Session WS, Consent Agenda CA, Individual Consideration IC

PUBLIC UTILITIES BOARD - NEW BUSINESS ACTION ITEMS

	DATE REQUESTED	REQUESTOR	ITEM	DEPT	STATUS
1.	2/9/26	Riback	Major Water and Wastewater infrastructure projects such as Ray Roberts Expansion, Pecan Creek Expansion and any others the department may deem responsive to this request.	Water/Waste water – Stephen Gay	Quarterly Reports 7/27/26, 9/28/26, 12/14/26
2.					

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Water Utilities

ACM: Cassey Ogden

DATE: July 27, 2026

SUBJECT

Receive a report and hold a discussion regarding the quarterly project update from the Water Utilities Planning and Engineering Division.

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The Water Utilities Department continues to advance several major capital projects that support the City's long-term wastewater treatment capacity, operational reliability, and regulatory compliance. This quarterly update summarizes progress on planning, design, and construction activities.

The presentation will provide an update on the following projects currently in either design or construction:

- Milam Creek Basin Wastewater Line and Lift Station
- Robson Ranch Wastewater Improvements PHI
- Hobson Lift Station Electrical Improvements
- Pecan Creek Water Reclamation Plant Expansion
- North Masch Branch Sanitary Sewer
- Hickory Creek Interceptor IV
- Clear Creek Interceptor
- Clear Creek Water Reclamation Plant
- Lift Station Rehabilitations
- Robson West Lift Station

The presentation also includes an overview of the upcoming Capital Improvement Plan projects scheduled for 2026 through 2029. Key initiatives include the Hickory Creek 15 MGD Lift Station, Cole Ranch Interceptor, and Collections Lining Project.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Presentation

Respectfully submitted:
Stephen Gay, at 940-349-8086

General Manager
Water Utilities and Street Operations

Legal point of contact: Christopher Mullins at 940-349-8114.

Water Utilities Projects Update: Wastewater Projects

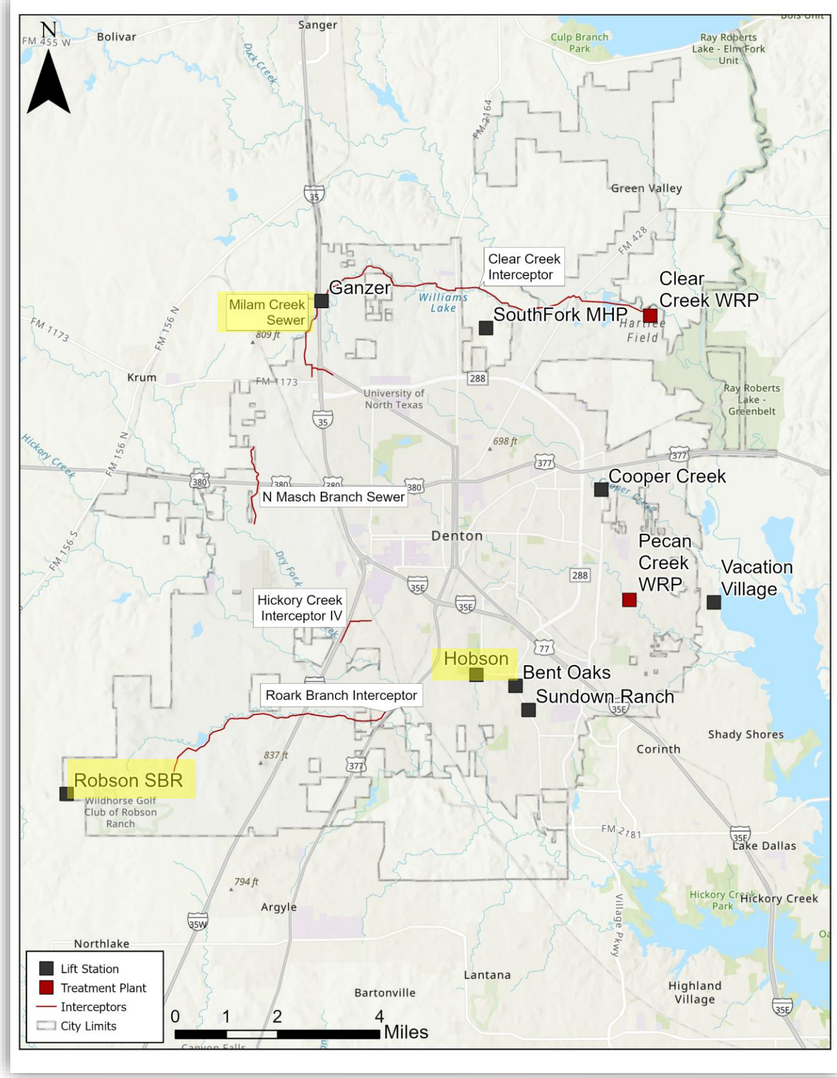


Kyle Pedigo
Division Manger Planning & Engineering

File ID PUB26-109 July 27, 2026

Projects Near Completion

- Milam Creek Basin Wastewater Line and Lift Station
- Robson Ranch Wastewater Improvements PH1
- Hobson Lift Station Electrical Improvements



File ID PUB26-109 July 27, 2026

Milam Creek Basin Wastewater Line and Lift Station

Scope

TxDOT's widening of IH-35 presents conflicts with existing water and wastewater infrastructure, requiring their relocation:

- (2) Lift Stations to (1) Lift Station site
- 10,300 LF of 12-inch Force Main SS
- 10,000 LF of 30, 21, 18, 15, & 12-inch Gravity SS
- Connection for the Future Clear Creek Interceptor

Schedule

Status

Construction

Start Date

June 2025

Estimated Completion Date

Q4 2026

Budget

Design Contract

$1,135,400.00

Estimated Construction Cost

$16,029,149.85

Milam Creek Basin Wastewater Line and Lift Station



HDPE Force Main Installation at I-35 and Ganzer Rd.

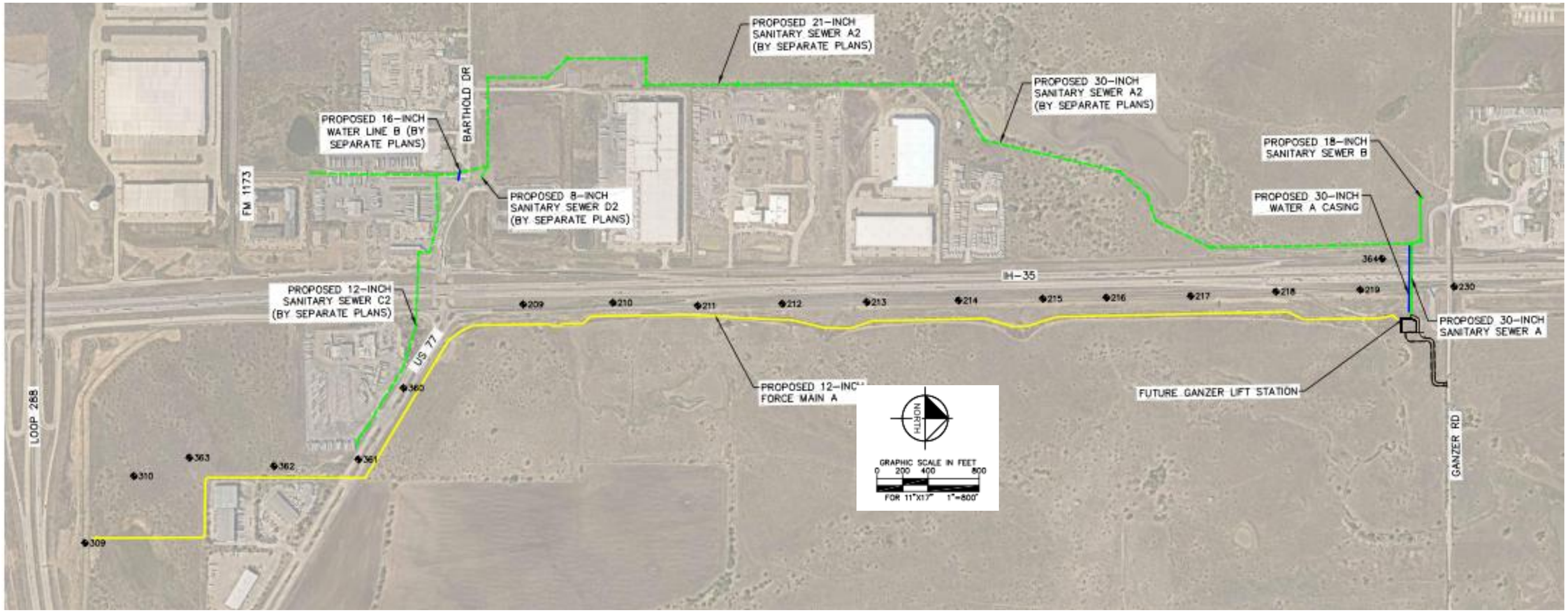
Status Update

Force Main is completed.

85% of the Gravity Sewer line is installed.

Lift Station's main structures are nearly completed. The electrical and mechanical components are actively showing up for installation.

Milam Creek Basin Wastewater Line and Lift Station



Milam Creek Basin Wastewater Line and Lift Station project schematic

Robson Ranch Wastewater Improvements Ph. 1

Scope

- Removal and replacement of the existing East Lift Station pumps, piping and controls and connecting to the new gravity line running down Robson Rd.
- Abrasive blasting and re-coating of the existing East Lift Station wet well
- Removal and replacement of the Water Reclamation Plant UV System.

Schedule

Status

Construction

Start Date

Q3 2024

Estimated Completion Date

Q3 2026

Budget

Design Contract

$408,300.00

Construction Contract

$ 2,749,241.36

City of Denton Water Wastewater Reclamation Water Utilities

CITY OF DENTON

Robson Ranch Wastewater Improvements Ph. 1



UV Modules pulled out for cleaning

Status Update

- This project is substantially complete as of May 4th, 2026
- Staff is working with the contractor to schedule the final walkthrough in August 2026

Hobson Lift Station Electrical Improvements

Scope

- Rehabilitate the electrical system to resolve the ongoing corrosion issue.
  - Elevated electrical pad
  - Relocate electrical component away from the wet well.
  - Install canopy to protect new electrical equipment
  - Demolition of abandoned wet well

Schedule

Status

Construction

Start Date

Q3 2024

Estimated Completion Date

Q3 2026

Budget

Design Contract

$60,543.00

Construction Contract

$1,145,964.66

City of Denton Water Utilities

CITY OF DENTON

Hobson Lift Station Electrical Improvements



New elevated electrical structure

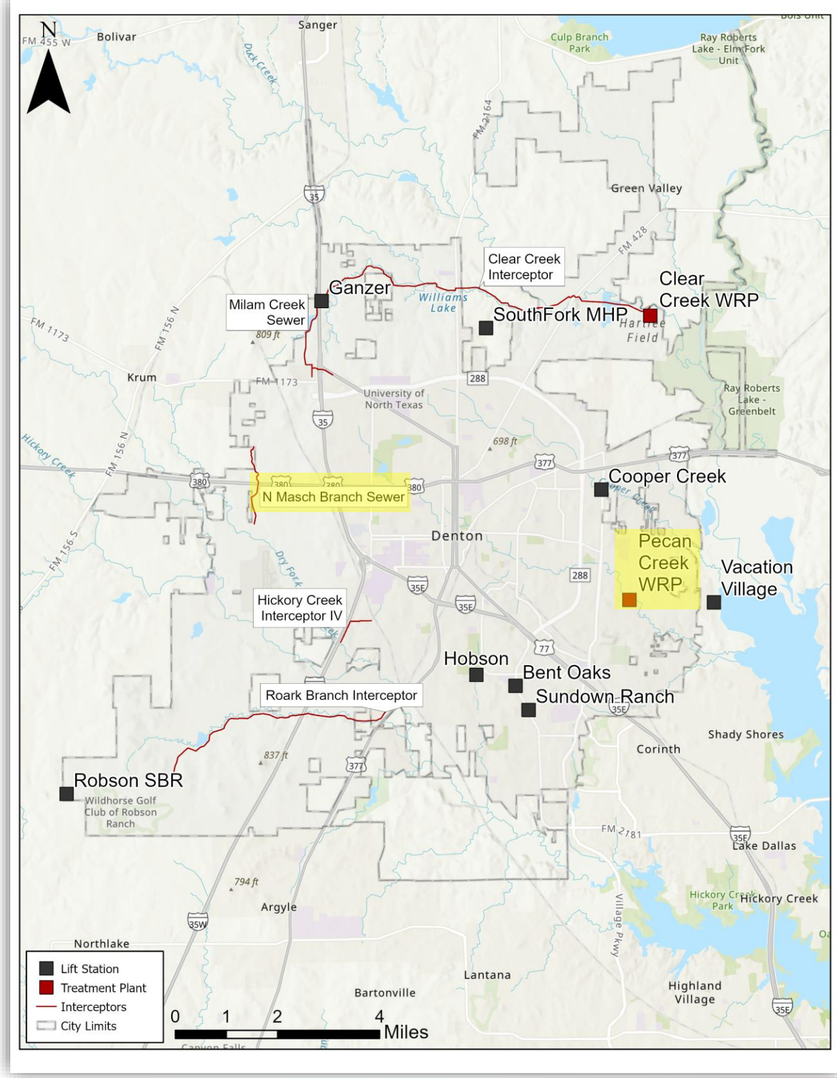
Status Update

New transformer was installed by DME and the new equipment was successfully commissioned on June 18, 2026.

This project is substantially complete and beginning final close out procedures.

Projects Under Construction

- Pecan Creek Water Reclamation Plant Expansion
- North Masch Branch Sanitary Sewer



City of Denton Water Utilities

CITY OF DENTON

File ID PUB26-109 July 27, 2026

Pecan Creek Water Reclamation Plant Expansion

Scope

Construct new 69 Million Gallon per day (MGD) Headworks and 30 MDG treatment plant

- Membrane Bioreactor (MBR) filtration
- Blower building and associated aeration equipment
- Ultraviolet disinfection
- Anaerobic digesters
- Solids thickening and handling
- Solids dewatering building and associated equipment
- Operations & Maintenance building

Schedule

Status:

Construction

Start Date:

March 2024

Estimated Completion Date:

Q4 2031

Budget

Design Contract

$37,621,200

CMAR Fee

$2,452,441

Estimated Construction Cost

$508,000,000

City of Denton Water Wastewater Reclamation Water Utilities

CITY OF DENTON

Pecan Creek Water Reclamation Plant Expansion



Excavation and grading of headworks and BNR area

Status Update

Construction began April 2026 for Guaranteed Maximum Price 1 (GMP 1) includes excavation of headworks, Biological Nutrient Removal basins and yard piping installation

GMP 2 in bid selection phase, estimated council date September 2026

GMP 3 Bid Advertisement August 2026, estimated council date November 2026

North Masch Branch Sanitary Sewer

Scope

- The North Masch Sewer Line project is a part of the 2024 Wastewater Master plan to installation approximately 9,114 linear feet of new sewer line.
- This new line ensures efficient and sustainable management of wastewater collection protecting public health and safety. Also providing a robust plan for wastewater conveyance infrastructure for the population growth projected over the next 25 years

Schedule

Status

Construction

Start Date

June 2026

Estimated Completion Date

Q4 2027

Budget

Design Fee

Private Development Design

Estimated Construction Cost

$5,110,617 *Engineer Of Record*

North Masch Branch Sanitary Sewer



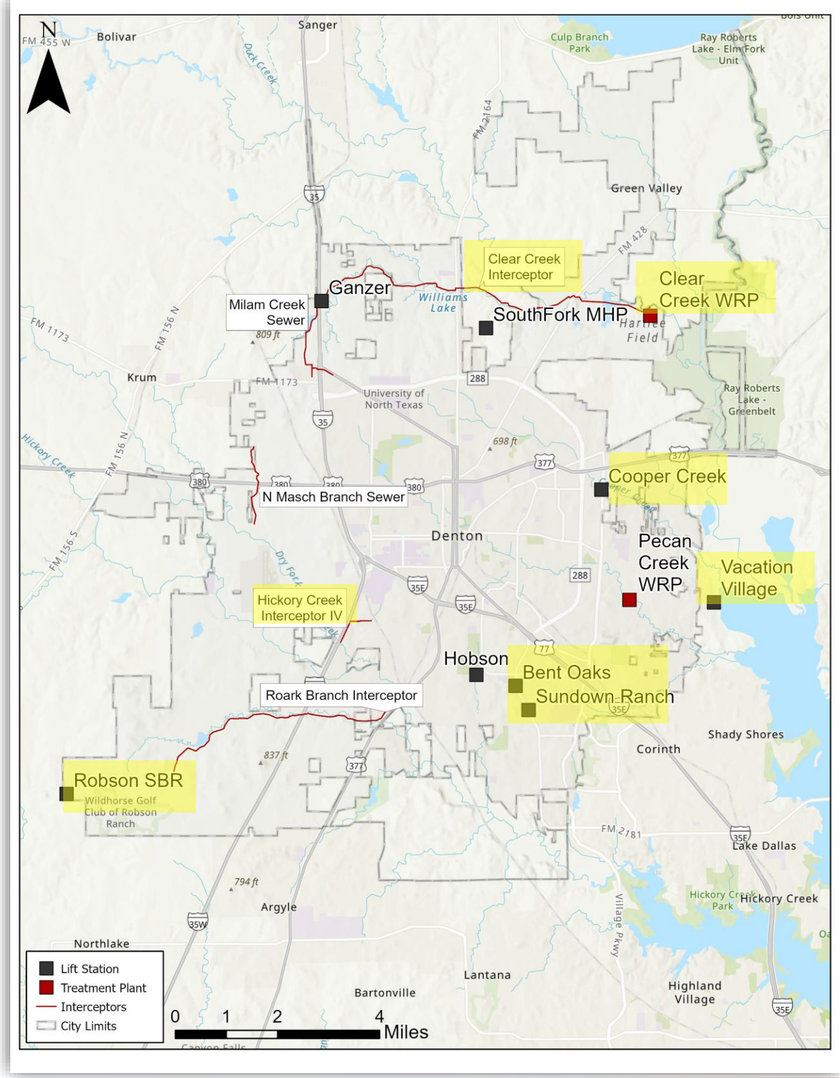
Trench safety and sewer line being installed.

Status Update

- Currently installing 21" Sanitary Sewer Pipe
- Installing Precast and fiberglass manholes which will be inspected during installation.

Projects in Design

- Hickory Creek Interceptor IV
- Clear Creek Interceptor
- Clear Creek Water Reclamation Plant
- Lift Station Rehabilitations
- Robson West Lift Station



File ID PUB26-109 July 27, 2026

Hickory Creek Interceptor IV

Scope

Installation of Nearly 9000 LF of New Sanitary Sewer Line Including both, Open Cut and Directional Boring:

- Approx 20 New Manholes
- Nearly 8800 LF of Open Cut Sewer Line
- Nearly 150 LF of Bore and Steel Encasement
- Steel Reinforced Concrete Paving Removal and Replacement
- Erosion Control

Schedule

Status

Design

Start Date

Q1 2026

Estimated Completion Date

Q4 2026

Budget

Design Contract

$595,000

Easement Acquisition

$490,000

Estimated Construction Cost

$4,900,000

City of Denton Water Wastewater Reclamation Water Utilities

CITY OF DENTON

Hickory Creek Interceptor IV



Aerial Image- Proposed Boundary

Status Update

Internal Design Underway with a 30% Design Tentatively Scheduled to be Completed Mid August 2026

Preliminary Discussions With Affected Property Owners are Underway

Estimated Construction to start Q1 2027

Clear Creek Interceptor

Scope

Construction of 7.5 miles of sanitary sewer pipeline to the new Clear Creek Water ReclamationPplant to include:

- 8,320 LF of 54-inch SS
- 5,150 LF of 48- inch SS
- 12,100 LF of 36-inch SS
- 16,000 LF of 30-inch SS
- Connection for the Future Craver Ranch Development
- Connection of future branch lines to reduce number of lift stations operated by the City

Schedule

Status

Design

Start Date

Q1 2027

Estimated Completion Date

Q4 2028

Budget

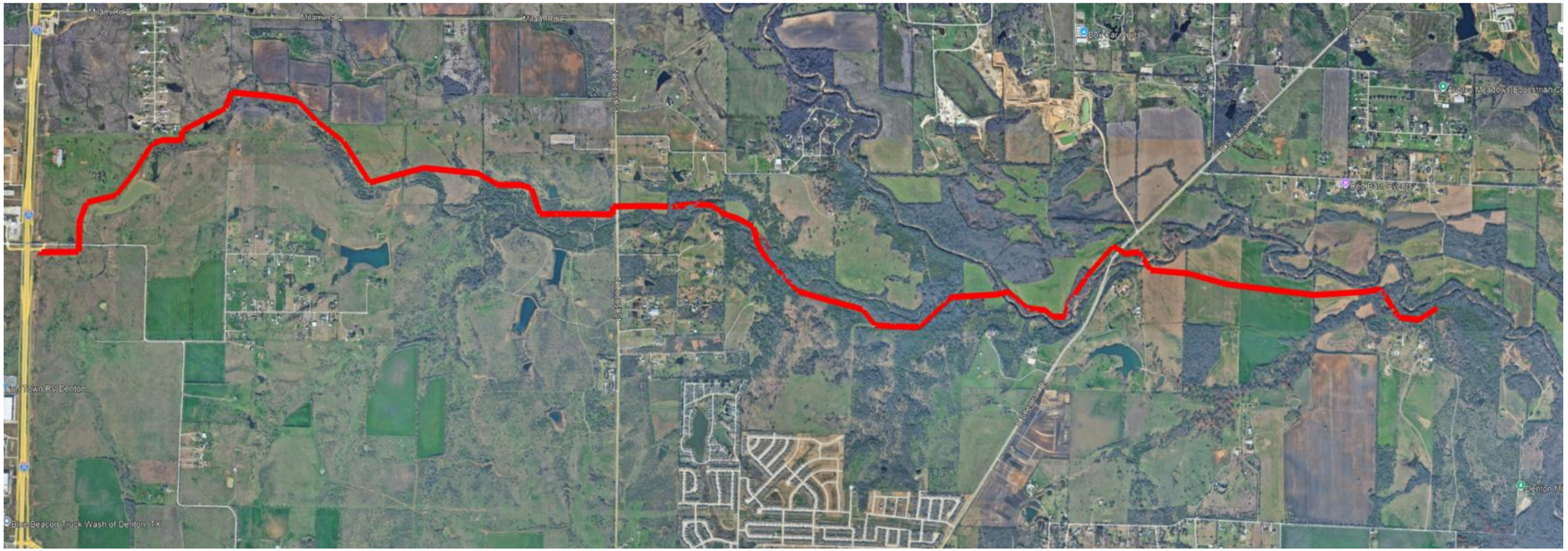
Design Contract

$4,180,600

Estimated Construction Cost

$85,000,000

Clear Creek Interceptor


Miami Rd E
Miami Rd E
Miami Rd E
Nocona St
Nocona St
Box Car Sports
Rodeo Meadows Equestrian Ce
Rodeo Pkwy
Rodeo Pkwy
Rodeo Pkwy

Clear Creek Water Reclamation Plant

Scope

Construction lift station / headworks and new 20 MGD water reclamation plant to include:

- Membrane Bioreactor (MBR) filtration
- Odor Contral
- Equalization Basin
- Transfer Pump Station
- Force Main
- Grit Removal and Screen Facility
- Membrane Facility
- Ultraviolet Disinfection
- Control Operations building

Schedule

Status

Design

Start Date

June 2026

Estimated Completion Date

Q4 2031

Budget

Design Contract

$45,528,839

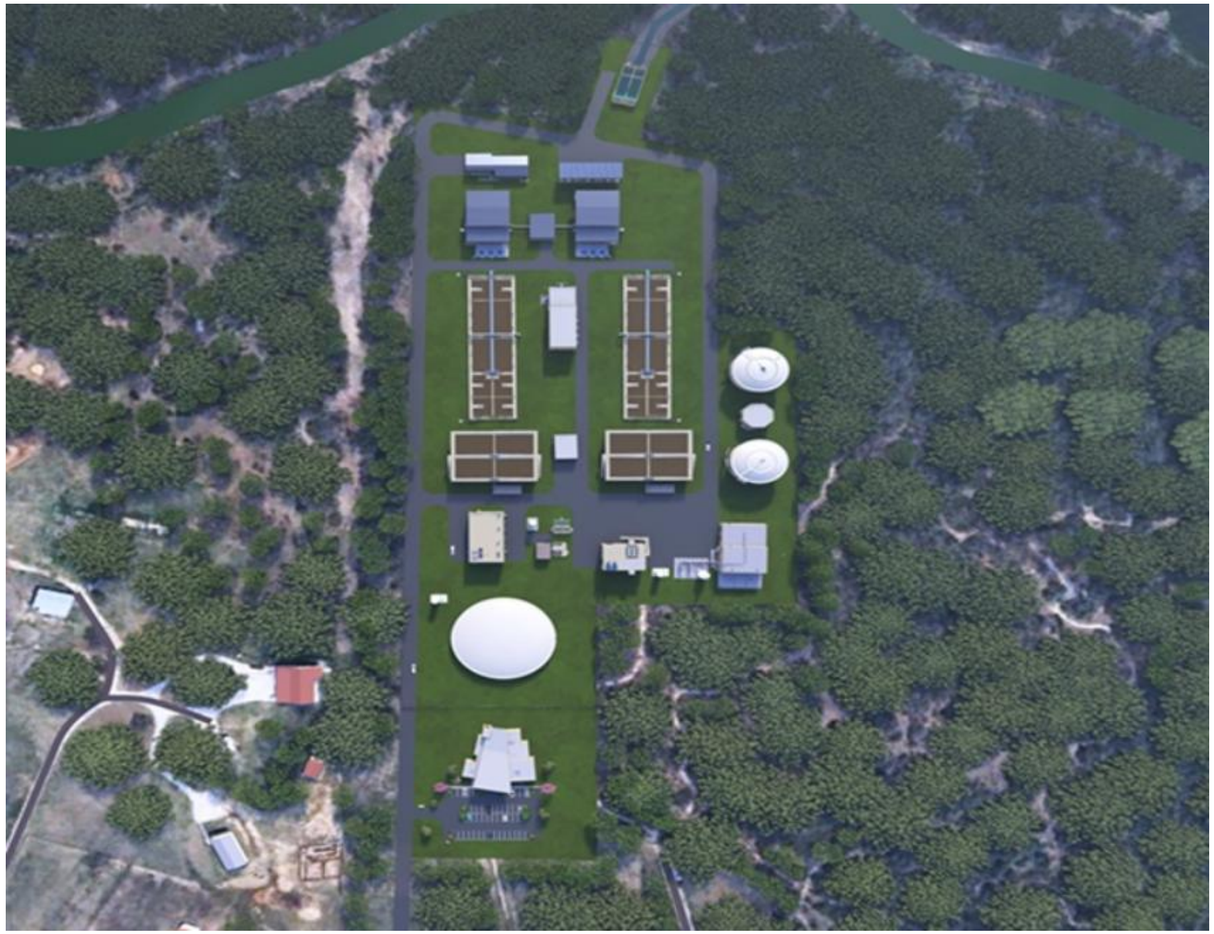
CMAR Fee

TBD

Estimated Construction Cost

$455,000,000

Clear Creek Water Reclamation Plant



Engineer Rendering - Conceptual Layout

Status Update

Design contract awarded June 2026

Construction Manager at Risk (CMAR) selection currently in progress

Estimated Council Date for CMAR October 2026

Estimated Construction to start Q4 2027

Lift Station Rehabilitation

Scope

- The Water Utilities Depart has begun a multi-year rehabilitation program of it's Lift Stations.
- A condition assessment was performed in 2024
- 5 lift station have been chosen in the first round to be rehabilitated
- Design includes preliminary engineering, final design, bidding and construction services necessary to improve these lift stations

Schedule

Status

Design

Start Date

December 2025

Estimated Completion Date

Q4 2027

Budget

Design Fee

$935,520

Estimated Construction Cost

$11,500,000

City of Denton Water Wastewater Reclamation Water Utilities

CITY OF DENTON

Lift Station Rehabilitation

South Fork | Sundown Ranch | Bent Oaks | Vacation Village | Cooper Creek

- 2023 Assessment
  - Kimley-Horn completed a system-wide assessment identifying the most critical lift stations in need of rehab and upgrades.
- Current Evaluations
  - LAN is evaluating each station to ensure upcoming rehabilitation meets safety and TCEQ standards while extending the stations' service life.
- Future Phases
  - Additional lift stations will be evaluated and upgraded in subsequent phases

Robson West Lift Station

Scope

- Construct 13 MGD lift station
- Force Main
- Gravity Main
- Connect to future Roark Branch Interceptor
- Infrastructure will convert the current Robson Ranch Wastewater treatment plant to a lift station and convey sanitary sewer downstream

Schedule

Status

Design

Start Date

December 2025

Estimated Completion Date

Q4 2028

Budget

Design Fee

$2,545,098

Estimated Construction Cost

$20,000,000

City of Denton Water Wastewater Reclamation Water Utilities

CITY OF DENTON

Robson West Lift Station

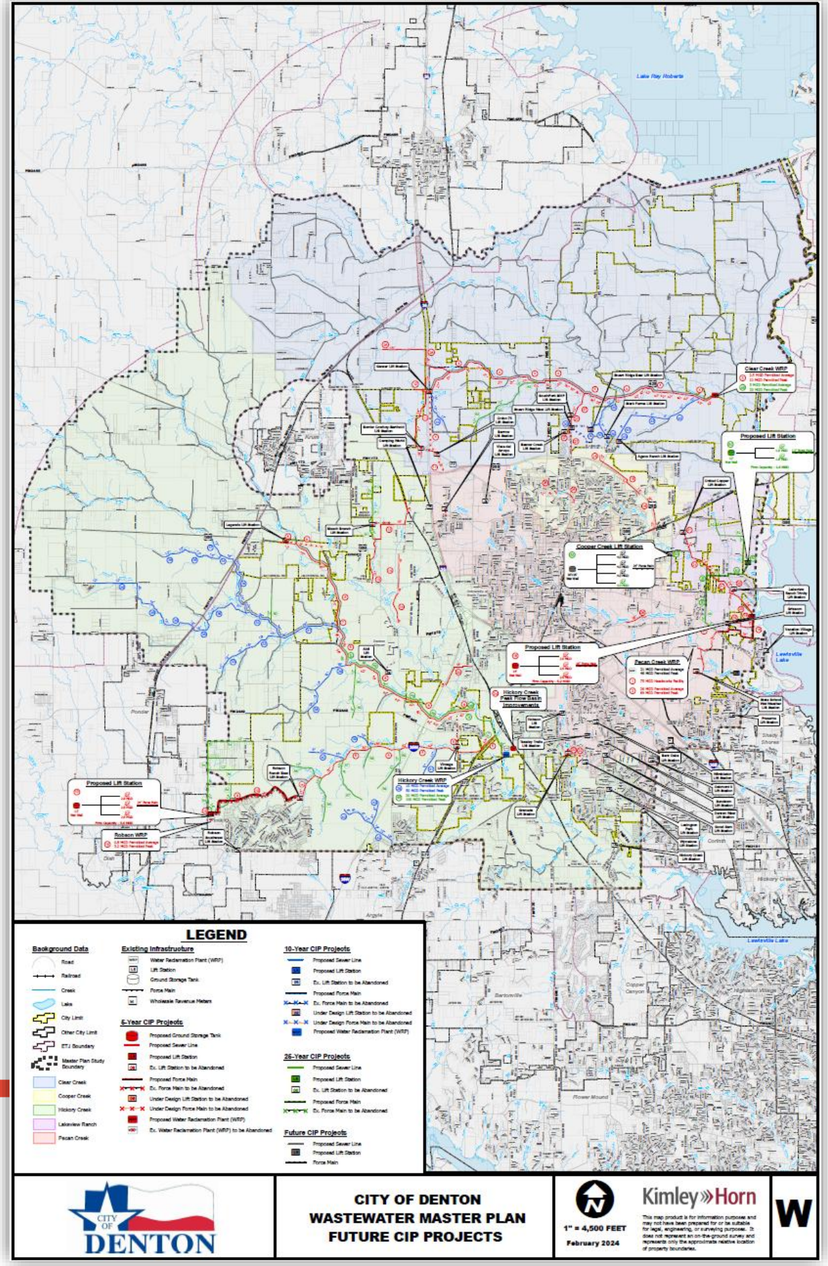


Robson Ranch Wastewater Treatment

Status Update

- Currently in design
- Consultant is evaluating alignment of force main and gravity main
- Coordinating with Robson Ranch on easement acquisition

5-Year Capital Improvements



File ID PUB26-109 July 27, 2026

5-Year Capital Improvements

PROJECT NAME	ESTIMATE AT COMPLETION	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
WWMP #24B: Hickory Creek 15 MGD LS/FM	$ 48,456,800					
WWMP #27: Beaver Creek Sewer Line	$ 4,431,862					
WWMP #6: Cole Ranch Interceptor	$ 13,335,000					
WWMP #17: Lakeview Interceptor Replacement	$ 1,739,600					
WWMP #25: Cooper Creek Sewer Line Replacement	$ 4,152,800					
WWMP #26: Pecan Creek Interceptor Replacement	$ 6,224,400					
Hobson Lift Station Force Main Replacement	$ 4,000,000					
NEW PROJECTS						
Collections Lining	$ 2,500,000					

- $84.8 million in new projects
  - 6 projects from the Wastewater Master Plan
  - 2 projects identified by Asset Management

Wastewater Summary

- $21.5 million near completion
- $553.2 million in active construction
- $658.0 million in design
- $84.8 million added over the next 5 years
- $1.3 billion total wastewater infrastructure



Questions?

