

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND KIMLEY-HORN AND ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON MAY 3, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$312,000.00; AMENDED BY AMENDMENT 1 APPROVED BY PURCHASING; SAID SECOND AMENDMENT TO PROVIDE GRANT SUBMISSION SUPPORT FOR CONSTRUCTION FUNDING THROUGH THE FEDERAL RAILROAD ADMINISTRATION CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS PROGRAM OF THE GRADE CROSSING IMPROVEMENTS OF THE DOWNTOWN UPRR QUIET ZONE PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7292-006 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$65,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$425,500.00).

WHEREAS, on May 3, 2022, City Council awarded a contract to Kimley-Horn and Associates, Inc., in the amount of \$312,000.00, for professional engineering services related to the Union Pacific Railroad (UPRR) Downtown Quiet Zone design for the City of Denton; and

WHEREAS, on February 1, 2024, Purchasing awarded a First Amendment to Kimley-Horn and Associates, Inc., in the amount of \$48,500.00; and

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

WHEREAS, the City Council finds that the action taken herein is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, increasing the amount of the contract between the City and Kimley-Horn and Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Sixty-Five Thousand and 0/100 (\$65,000.00) 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 \$425,500.00.

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 [ \_\_\_ - \_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

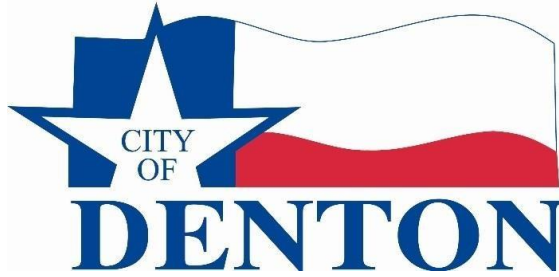
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



## DocuSign City Council Transmittal Coversheet

PSA	7292-006
File Name	Downtown UPRR Quiet Zone Project Amendment #2
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**SECOND AMENDMENT TO CONTRACT  
BY AND BETWEEN THE CITY OF DENTON, TEXAS  
AND KIMLEY-HORN AND ASSOCIATES, INC.  
PSA 7292-006**

THE STATE OF TEXAS                   §

COUNTY OF DENTON                   §

THIS SECOND AMENDMENT TO CONTRACT 7292-006 (“Amendment”) by and between the City of Denton, Texas (“City”) and Kimley-Horn and Associates, Inc. (“Engineer”); to that certain contract executed on May 3, 2022, in the original not-to-exceed amount of \$312,000 (the “Original Agreement”); amended on February 1, 2024 in the additional amount of \$48,500 aggregating a not-to-exceed amount of \$360,500 (the “First Amendment”) (collectively, the Original Agreement and the First Amendment are the “Agreement”) for services related to the design of the Downtown UPRR Quiet Zone 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 \$65,000 with this Amendment for an aggregate not-to-exceed amount of \$425,500; 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 Downtown UPRR Quiet Zone 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 \$65,000.
2. This Amendment modifies the Agreement amount to provide an additional \$65,000 for the additional services with a revised aggregate not to exceed total of \$425,500.

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”

“CITY”

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF DENTON, TEXAS  
A Texas Municipal Corporation

DocuSigned by:  
By: *Seth Garcia* Vice President  
D1B5A80061EE4E9  
AUTHORIZED SIGNATURE, TITLE

By: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

ATTEST:

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

By: \_\_\_\_\_

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

Signed by:  
*Seth Garcia*      Seth Garcia  
A13701F6BC954FC...      \_\_\_\_\_  
SIGNATURE      PRINTED NAME

Director of Capital Projects  
TITLE

Capital Projects  
DEPARTMENT

## Exhibit A

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

## **Professional Services Agreement: DOWNTOWN UNION PACIFIC RAILROAD (UPRR) QUIET ZONE DESIGN Amendment Scope of Services**

### **Scope of Services**

The CITY has requested that the ENGINEER perform additional services consisting of the following:

#### **TASK 14. PROJECT MANAGEMENT (GRANT APPLICATION)**

##### 14.1. Project Kick-Off Meeting

The ENGINEER will prepare for and host a project kick-off meeting with the CITY to discuss the proposed project for inclusion in the grant application.

##### 14.2. Data Collection

The ENGINEER will collect available data from the CITY, which may include details of existing traffic counts, crash data, citizen complaints, and other information relevant to the application.

The ENGINEER will collect new, 24-hour counts at each of the four (4) crossings. The counts will include vehicular, pedestrian, and bicycle counts.

### **ASSUMPTIONS**

- None

### **DELIVERABLES**

- 24-hour counts.

#### **TASK 15. CRISI GRANT PREPARATION ASSISTANCE**

The ENGINEER will assist the CITY in preparing the grant application in accordance with the FY 25-26 Notice of Funding Opportunity issued by the US DOT on April 20, 2026.

The ENGINEER will perform the tasks.

##### 15.1. Standard Forms

The ENGINEER will prepare the following standard forms:

- Application for Federal Assistance (SF-424)
- Disclosure for Lobbying Activities (SF-LLL)
- FRA's F 30

- FRA F 251

#### 15.2. Additional Information

The ENGINEER will prepare the following information required by the NOFO.

- Project Narrative
  - Cover Page
  - Project Summary
  - Grant Funds, Source and Uses of Project Funds
  - Applicant Eligibility Criteria
  - Project Eligibility Criteria
  - Detailed Project Description
  - Project Location
  - Evaluation and Selection Criteria
  - Project Implementation and Management
- Statement of Work
  - Scope, schedule, budget, and performance measures
- Benefit-Cost Analysis
- Environmental Compliance Documentation

The ENGINEER will meet with the CITY to review the draft materials before submission. The ENGINEER will incorporate the CITY's comments and apply on the CITY's behalf through ValidEval.

The CITY will establish its ValidEval username and password (if these don't already exist) and its Sam.gov UEI number.

#### **ASSUMPTIONS**

- The CITY will assist the ENGINEER with the preparation of the Project Narrative and Statement of Work.
- The CITY will obtain the Funding Commitment Documentation and Letters of Support.

#### **DELIVERABLES**

- Grant Application Package

#### **TASK 16. RAILROAD CROSSING ELIMINATION (CROSSING SAFETY) PROGRAM GRANT PREPARATION ASSISTANCE**

The ENGINEER will assist the CITY in preparing the grant application in accordance with the FY 25-26 Notice of Funding Opportunity issued by the US DOT on April 27, 2026.

The ENGINEER will perform the tasks.

#### 16.1. Standard Forms

The ENGINEER will prepare the following standard forms:

- Application for Federal Assistance (SF-424)
- Disclosure for Lobbying Activities (SF-LLL)

- FRA's F 30
- FRA F 251

16.2. Additional Information

The ENGINEER will prepare the following information required by the NOFO.

- Project Narrative
  - Cover Page
  - Project Summary
  - Grant Funds, Source and Uses of Project Funds
  - Applicant Eligibility Criteria
  - Project Eligibility Criteria
  - Detailed Project Description
  - Project Location
  - Evaluation and Selection Criteria
  - Project Implementation and Management
- Statement of Work
  - Scope, schedule, budget, and performance measures
- Environmental Compliance Documentation

The ENGINEER will meet with the CITY to review the draft materials before submission. The ENGINEER will incorporate the CITY's comments and apply on the CITY's behalf through ValidEval.

**ASSUMPTIONS**

- The CITY will assist the ENGINEER with the preparation of the Project Narrative and Statement of Work.
- The CITY will obtain the Funding Commitment Documentation and Letters of Support.

**DELIVERABLES**

- Grant Application Package

**Compensation**

The additional services described above will be accommodated by increasing the contract amount by \$65,000. The following table summarizes the revised contract amount:

<b>Task</b>	<b>Original Contract</b>	<b>Amendment No. 1</b>	<b>Amendment No. 2</b>	<b>Revised Contract</b>
Task 1 – Design Management	\$18,000	-		\$18,000
Task 2 – Traffic Data Collection	\$8,000	-		\$8,000
Task 3 – Diagnostic meeting and Railroad Coordination	\$23,000	-		\$23,000
Task 4 – Conceptual Design (30 Percent)	\$61,000	-		\$61,000
Task 5 – Preliminary Design (60 Percent)	\$79,000	-		\$79,000
Task 6 – Final Design (90 Percent and 100 Percent)	\$88,000	-		\$88,000
Task 7 – Bidding Phase Services	\$5,000	-		\$5,000
Task 8 – Construction Phase Services	\$16,000	-		\$16,000
Task 9 – Topographic Survey Services	\$12,000	-		\$12,000
Task 10 – TDLR Permitting	\$2,000	-		\$2,000
Task 11 – Sycamore St. Full Depth Reconstruction	-	\$34,000		\$34,000
Task 12 – Shady Oaks Addition	-	\$6,000		\$6,000
Task 13 – Geotechnical Investigation/Pavement Design	-	\$8,500		\$8,500
Task 14 – Project Management (Grant Application)			\$1,500	\$1,500
Task 15 – CRISI Grant Preparation Assistance			\$43,500	\$43,500
Task 16 – RCE (Crossing Safety) Program Grant Application Assistance			\$20,000	\$20,000
<b>Totals:</b>	<b>\$312,000</b>	<b>\$48,500</b>	<b>\$65,000</b>	<b>\$425,500</b>

## Certificate Of Completion

Envelope Id: 4C0C8622-81B5-8E3A-826F-4EC8861307AD

Status: Sent

Subject: Please DocuSign: City Council Contract 7292-006 Downtown UPRR Quiet Zone Project Amendment #2

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

cori.power@cityofdenton.com

IP Address: 198.49.140.104

## Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

5/21/2026 9:53:51 AM

cori.power@cityofdenton.com

## Signer Events

## Signature

## Timestamp

Cori Power

**Completed**

Sent: 5/21/2026 10:02:43 AM

cori.power@cityofdenton.com

Viewed: 5/21/2026 10:02:53 AM

Purchasing Supervisor

Signed: 5/21/2026 10:03:14 AM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Initial

Sent: 5/21/2026 10:03:15 AM

lori.hewell@cityofdenton.com

Viewed: 5/21/2026 10:06:45 AM

Purchasing Manager

Signed: 5/21/2026 10:07:03 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leah Bush

Signed by:  
  
3A6254145BDA469...

Sent: 5/21/2026 10:07:04 AM

leah.bush@cityofdenton.com

Viewed: 5/22/2026 3:32:57 PM

Assistant City Attorney

Signed: 5/22/2026 4:45:29 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.104

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Scott Arnold

DocuSigned by:  
  
D1B5A80061EE4E9...

Sent: 5/22/2026 4:45:30 PM

Scott.arnold@kimley-horn.com

Viewed: 5/22/2026 7:50:50 PM

Vice President

Signed: 5/22/2026 7:51:11 PM

Kimley-Horn and Associates, Inc.

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication (None)

Using IP Address: 130.41.174.19


### Electronic Record and Signature Disclosure:

Accepted: 3/27/2020 10:55:11 AM

ID: a1f38400-e5cc-4b57-8548-4dd7e031355d

Signer Events	Signature	Timestamp
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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:  
2600:6c56:7d00:36d:2dd4:f90a:5c21:f222  
Signed using mobile

Sent: 5/22/2026 7:51:12 PM  
Viewed: 5/25/2026 7:38:35 PM  
Signed: 5/25/2026 7:39:12 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 5/25/2026 7:38:35 PM  
ID: b283c46f-fc98-487d-a210-12d523526f3f

Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

Sent: 5/25/2026 7:39:15 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Cassey Ogden  
Cassey.Ogden@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kristi Fogle  
Kristi.Fogle@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/21/2026 10:03:15 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Gretna Jones  
gretna.jones@cityofdenton.com  
Legal Secretary  
City of Denton  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 5/25/2026 7:39:14 PM  
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**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

Robin Davis  
Robin.Davis@cityofdenton.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/21/2026 10:02:43 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

**How to contact City of Denton:**

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

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto: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](mailto: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](mailto: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](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* 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.