City of Denton

Meeting Agenda

City Council

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

Tuesday, October 21, 2025 | **3:00 PM** | **Council Work Session Room & Council Chambers**

WORK SESSION BEGINS AT 3:00 P.M. IN THE COUNCIL WORK SESSION ROOM

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

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

REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL

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

Open Microphone:

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

Comments on Agenda Items:

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

Public Hearing Items:

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

Individuals may participate by using one of the following methods:

1. **In Person for Regular or Consent Agenda Items:**

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

2. **In Person for Public Hearing Items:**

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

3. eComment:

The agenda is posted online at www.cityofdenton.com/publicmeetings. Once the agenda is posted, a link to make virtual comments using the eComment module will be made available next to the meeting listing on the Upcoming Events Calendar. Using eComment, Individuals may indicate support or opposition and submit a brief comment about a specific agenda item. eComments may be submitted up until the start of the meeting at which time the ability to make an eComment will be closed. eComments will be sent directly to members of the City Council immediately upon submission and recorded by the City Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the City Council of the City of Denton, Texas will convene in a Work Session on Tuesday, October 21, 2025, at 3:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

WORK SESSION

1. Citizen Comments on Consent Agenda Items

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

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

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

A. ID 25-473 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 25-1589 Receive a report, hold a discussion, and give staff direction regarding the Craver Ranch planned development, municipal management district, and related agreements.

[Estimated Presentation/Discussion Time: 60 minutes]

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation
Exhibit 3 - Developer Presentation

B. ID 25-1651 Receive a report and hold a discussion on Becoming an Employer of Choice including a benefits spotlight on updates for the upcoming 2026 plan year.

[Estimated Presentation/Discussion Time: 30 minutes]

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

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

1. Closed Meeting:

A. ID 25-915 Deliberations regarding Economic Development - Under Texas Government Code Section 551.087.

Receive a report and hold a discussion regarding the potential offer of a financial or other incentive to a business prospect code-named Project Striped Shirt which the City seeks to have locate, stay, renovate, or expand in or near the territory of the City and with which the City is conducting economic development negotiations. This discussion shall include commercial and financial information, including an economic development incentive request the City has received from Project Striped Shirt.

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

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

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

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

1. PLEDGE OF ALLEGIANCE

A. U.S. Flag
B. Texas Flag

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

2. PROCLAMATIONS/PRESENTATIONS

A. ID 25-1289 Proclamation: Michael Morris Appreciation

B. ID 25-1819 Proclamation: Arbor Day 2025

C. ID 25-1870 Proclamation: World Polio Day

3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

A. Review of procedures for addressing the City Council.

B. Reports from members of the public shall be received through the following two (2) methods. A total of up to seven (7) speakers are permitted to provide public comment and may include any combination of prior registration and open microphone speakers.

1) Pre-registration. This section of the agenda permits any person who has registered in advance to make a citizen report regarding a public business item he or she wishes to be considered by the City Council. Each speaker is allowed a maximum of four (4) minutes to present their report. At the conclusion of each report, the City Council may pose questions to the speaker or may engage in discussion. If the City Council believes that a speaker's report requires a more detailed review, the City Council will give the City Manager or City Staff direction to place the item on a future work session or regular meeting agenda and advise staff as to the background materials to be desired at such meeting.

A. ID 25-1922 Ms. Diana Julien regarding the impact of Stonehawk Development on Old North Park.

B. ID 25-1926 Ms. Penny Wootton regarding the impact of Stonehawk Development on Old North Park.

C. ID 25-1928 Ms. May Jane Clason regarding the impact of Stonehawk Development on Old North Park.

D. ID 25-1924 Mr. Clark Perkins regarding the impact of Stonehawk Development on Old North Park.

E. ID 25-1925 Mr. Mike Barnett regarding road construction.

F. ID 25-1927 Mr. Jeff Schicke regarding The Arc of Denton County - Intellectual and developmental disabilities in our community.

G. ID 25-1962 Ms. Lauren Penn regarding street safety and crossing guards for DISD students.

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

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

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

4. CONSENT AGENDA

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

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

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

A. ID 25-1654 Consider approval of the minutes of the September 16, 2025 Regular Meeting and the September 30, 2025, Special Called Meeting.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - September 16, 2025 Regular Meeting Minutes
Exhibit 3 - September 30, 2025 Special Called Meeting Minutes

B. ID 25-1800 Consider adoption of an ordinance of the City of Denton approving a Consent to Collateral Assignment of an Airport Land Lease Agreement covering property at 1945 Matt Wright Lane, between Sykes-Vaughan Investments, LLC and Huntington National Bank; and providing an effective date. Airport Advisory Board recommends approval (5-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance - Consent to Collateral Assignment
Exhibit 3 - Lessee Information

C. ID 25-1863 Consider adoption of an ordinance of the City of Denton granting a special permit to Core Construction Services of TX, Inc. to allow for work hours outside those ordinarily allowed pursuant to Section 17-20 (C)(3)(F) of the City of Denton Code of Ordinances, with respect to hours of operation related to the construction of Fire Station 5 & 6: providing for approval of a special permit for a variance in the hours of operation during weekdays and weekends; providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 – Noise Ordinance Special Permit Checklist
Exhibit 3 - Ordinance

D. ID 25-1276 Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment, and quitclaim a public utility and slope easement being approximately 0.151-acre, situated in the M.E.P. & P.R.R. Survey, Abstract number 1469, recorded by County Clerk document number 2014-128542, Real Property Records, Denton County, Texas granted to the City of Denton by Habib Pyarali Arab; providing for the quitclaim thereof to Velocis Denton South JV, LP, a Delaware limited partnership; providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the conveyance of a easement and/or facilities to the City of Denton; providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton and providing for a severability and an effective date. (Mayhill 380 Business Park-Slope and Utility Easement Abandonments)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Location Map
Exhibit 3 - Site Map
Exhibit 4 - Subject Easement
Exhibit 5 - Secretary of State Corporation members list
Exhibit 6 - Ordinance

E. ID 25-1829 Consider adoption of an ordinance of the City of Denton approving a 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 (I) the reimbursement of eligible costs incurred in the adjustment, removal and relocation of City facilities of both Water and Wastewater utilities along I-35E from US 288 to Ganzer Rd and more specifically called TxDOT projects construction CSJ# 0195-02-074 and ROW CSJ # 0195-02-079 and (II) the quitclaim of a portion or all of the underlying land interests (" Utility Relocations Project"), within the County and City of Denton, Texas; authorizing the City Manager to execute and deliver the agreement and related quitclaim deeds; providing for the expenditure of funds in an amount not to exceed $6,872,339.48 for utility relocations project; and providing an effective date. The Public Utilities Board recommends approval (6-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Standard Utility Agreements

F. ID 25-1389 Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment, and quitclaim of a portion of various (I) permanent water easements (II) permanent wastewater easements, and (III) permanent electric easements, generally located along Interstate 35E, east of Loop 288, situated in the John McGowan Survey - Abstract No. 797; the Gideon Walker Survey - Abstract No. 1330, the Memphis, El Paso and Pacific Railroad Company Survey - Abstract No. 950, the Daniel Lombard Survey - Abstract No. 784, and the J. Worrall Survey - Abstract No. 1433, all in the City and County of Denton, Texas, and more particularly described in the attached Exhibit "A" (collectively, the "Property Interests") to be recorded by Denton County Clerk, Real Property Records, Denton County, Texas granted to the State of Texas Department of Transportation ("TxDOT") by the City of Denton; providing for the quitclaim thereof to TxDOT, providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the conveyance of easements to the TxDOT providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton; providing for severability and an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Vesting Deed
Exhibit 3 - Location Map
Exhibit 4 - Ordinance

G. ID 25-1887 Consider adoption of an ordinance of the City of Denton authorizing a right-of-way Use Agreement between the City of Denton, as Grantor, and Denton Housing Authority, as Grantee, regarding the placement of private wastewater improvements that encroach into the public right-of-way of Roselawn Drive being in the A. Hickman Survey, Abstract No. 521, City of Denton, Denton County, Texas; providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Location Map
Exhibit 3 - Site Map
Exhibit 4 - Roselawn Village Final Plat
Exhibit 5 - Ordinance

H. ID 25-1529 Consider approval of a resolution of the City of Denton nominating United States Cold Storage, LP, to the Office of the Governor Economic Development and Tourism through the Economic Development Bank as an Enterprise Project; and providing an effective date. The Economic Development Partnership Board recommends approval (7-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Resolution
Exhibit 3 - TEZ Program Overview

I. ID 25-1788 Consider adoption of an ordinance of the City of Denton approving an agreement between The City of Denton and Hickory & Rail Ventures, LLC, regarding an Economic Development Program for Stoke Denton, in the amount of $158,170; and providing an

effective date. The Economic Development Partnership Board recommends approval (6-0-1).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Stoke Proposal
Exhibit 3- Ordinance and Agreement
Exhibit 4 - FY 24-25 Stoke Work Plan
Exhibit 5 - Presentation

J. ID 25-1839 Consider approval of a resolution of the City of Denton nominating Tetra Pak Inc, to the Office of the Governor Economic Development and Tourism through the Economic Development Bank as an Enterprise Project; and providing an effective date. The Economic Development Partnership Board recommends approval (7-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Resolution
Exhibit 3 - TEZ Program Overview

K. ID 25-1421 Consider adoption of an ordinance of the City of Denton, Texas, a Texas home-rule municipal corporation, authorizing the City Manager to execute standard vendor forms from City vendors, City account holders, and other similar entities related to previously executed contracts in which the City is a party, the City being created as a payee, or as part of the day to day finance and procurement operation; and declaring an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - City's Credit Information
Exhibit 3 - Ordinance

L. ID 25-1879 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Texas Packer + Loader Sales, Inc., for the purchase and repairs of Petersen Brush Trucks and repairs for New Way Refuse Bodies for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8815 - awarded to Texas Packer + Loader Sales, Inc., 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 $3,444,000.00). The Public Utilities Board recommends approval (6 - 0).

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

M. ID 25-1880 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with AiDash, Inc., for the purchase of an intelligent vegetation management solution for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8819 - awarded to AiDash, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $370,834.00). The Public Utilities Board recommends approval (6 - 0).

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

N. ID 25-1881 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Stuart C. Irby Company, LLC, for dielectric testing services and replacement of electric safety rubber goods for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8877 - awarded to Stuart C. Irby Company, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $3,000,000.00). The Public Utilities Board recommends approval (6 - 0).

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

O. ID 25-1882 Consider 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 engine spare parts and service work for the Denton Energy Center; and providing an effective date (File 8937 - awarded to Wärtsilä North America, Inc., in the not-to-exceed amount of $1,076,678.24). The Public Utilities Board recommends approval (6 - 0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Quote
Exhibit 3 - Ordinance

P. ID 25-1883 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with North Texas Umpire Association, for softball umpire services for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8677 - awarded to North Texas Umpire Association, for one (1) year, with the option for two (2) additional one (1) year extensions, in the total three (3) year not-to-exceed amount of $168,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Bid Tabulation
Exhibit 3 - Ordinance and Contract

Q. ID 25-1884 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Turf and Soil Management Contract Services, LLC, an authorized dealer for Husqvarna Professional Products, Inc., through the Sourcewell Cooperative Purchasing Contract No. 112624-HSQ, for autonomous mowers for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (File 8838 - awarded to Turf and Soil Management Contract Services, LLC, for one (1) year, with

the option for two (2) additional one (1) year extensions, in the total three (3) year not-to-exceed amount of $195,000.00).

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

R. ID 25-1885 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Environmental Systems Research Institute, Inc., for Enterprise Geographic Information System (GIS) Solution licensing and annual support and maintenance for the Technology Services Department, which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8886 - awarded to Environmental Systems Research Institute, Inc., in the six (6) year not-to-exceed amount of $1,360,000.00).

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

S. ID 25-1886 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Honeywell International Inc., for the maintenance and licensing for the emergency response automated fire station alerting (Phoenix G2) system for the Fire Department; which is the sole provider of these services, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8887 - awarded to Honeywell International Inc., 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 $348,949.00).

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

T. ID 25-1917 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Invoice Cloud, Inc., for the Integrated Online Payment Solution for the Customer Service Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8922 - awarded to Invoice Cloud, Inc., for two (2) years, with the option for four (4) additional one (1) year extensions, in the total six (6) year not-to-exceed amount of $5,521,738.00).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Original Contract
Exhibit 3 - Presentation
Exhibit 4 - Ordinance and Contract

U. ID 25-1786 Consider adoption of an ordinance of the City of Denton granting Angela Ragas a noise exception for the 25th Wedding Celebration Event, which will be held on Saturday, November 29, 2025, from 12:00 p.m. to 6:00 p.m. at Fred Moore Park located at 501 S. Bradshaw Street; and providing an effective date. The Parks, Recreation and Beautification Board voted to recommend adoption (5-0).

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

V. ID 25-1787 Consider adoption of an ordinance of the City of Denton granting Kevin Blair a noise exception for the Marietta Street Block Party, which will be held on Saturday, November 1, 2025, from 3:00 p.m. to 8:00 p.m. at Marietta Street; and providing an effective date. The Denton Parks, Recreation, and Beautification Board voted to recommend adoption (5-0).

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

W. ID 25-1806 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager, to execute an Interlocal Cooperation Agreement with Denton County, under Texas Government Code, Chapter 791, for the exchange of Dark Fiber Services for the Technology Services Department; providing for a repealer; and declaring an effective date.

Attachments: Exhibit 1: Agenda Information Sheet
Exhibit 2: Interlocal Agreement
Exhibit 3: Ordinance

X. ID 25-1725 Consider adoption of an ordinance of the City of Denton, Texas, authorizing the City Manager or designee to execute and deliver an agreement for the furnishing of and reimbursement for traffic signal equipment, between the City of Denton and the Texas Department of Transportation (TxDOT), at the intersections of US 380 at Thomas J. Egan Road, US 77 at South Loop 288, South Loop 288 at FM 2164 (North Locust Street), and North Western Boulevard at Jim Christal Road; confirming reimbursement by TxDOT; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Agreement
Exhibit 3 - Ordinance

Y. ID 25-1752 Consider adoption of an ordinance of the City of Denton, Texas, amending chapter 18 "Motor Vehicles and Traffic," Article III "Speed of Vehicles," Section 18-73 "Speed Limits On Certain Roads And Highways," "School Zones," of the Code of Ordinances of the City of Denton, to change the speed limits of certain parts of Bonnie Brae Street in the vicinity of Denton High School; providing a savings clause; providing a severability clause; providing a penalty clause; providing for publication; providing codification; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Area Map
Exhibit 3 - Ordinance

Z. ID 25-1916 Consider approval of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager or their designee to intervene in petitions for streamlined expedited release (Public Utility Commission of Texas Docket Nos. 58460 and 58462) filed by McCart St, LLC with the Public Utility Commission of Texas and any other streamlined expedited release petitions related thereto or involving nearby properties; authorizing the City Manager or their designee to take those actions necessary to effectuate the intent and purposes of this ordinance; and providing an effective date.

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

5. PUBLIC HEARINGS

A. ID 25-1219 Conduct the first of two public hearings of the City of Denton, Texas regarding the adoption of a Strategic Partnership Agreement between the City of Denton and Denton County Municipal Utility District No. 16.

Attachments: Exhibit 1. Agenda Information Sheet
Exhibit 2. Strategic Partnership Agreement
Exhibit 3. Presentation

B. Z25-0011a Consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Public Facilities (PF) District to Mixed-Use Downtown (MD) District on approximately 1.08 acres of land, and from Mixed-Use Neighborhood (MN) District to Mixed-Use Downtown (MD) District on approximately 42.62 acres, totaling approximately 43.7 acres of land, generally located north of Eagle Drive and south of Sycamore Street, between Bell Avenue and Myrtle Street in the City of Denton, Denton County, Texas; adopting an amendment to the city's official zoning map; providing that existing single-family residential uses within the area subject to the change in zoning district and use classification shall remain legal uses and shall not be made non-conforming by this ordinance; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [3-1] to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner McDuff. (Z25-0011a, Expanding Opportunity in Southern Downtown, Sean Jacobson)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Proposed Zoning Map
Exhibit 6 - Future Land Use Map
Exhibit 7 - Analysis Summary
Exhibit 8 - Current Land Use Map
Exhibit 9 - Floodplain Removal Map
Exhibit 10 - Comparison of Allowed Uses
Exhibit 11 - Neighborhood Meeting Feedback Results & Map
Exhibit 12- Notification Map and Responses
Exhibit 13 - Draft Ordinance
Exhibit 14 - Staff Presentation

6. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ID 25-1545 Consider adoption of an ordinance of the City of Denton by three separate votes, each being conducted on September 16, 2025, October 21, 2025, and December 2, 2025, granting a nonexclusive gas franchise to Universal Natural Gas, LLC, for use of public rights-of-way in a designated area in the City of Denton for the purpose of constructing, maintaining and operating a system of pipelines and other facilities for the provision, transportation, distribution and conveyance of gas to customers in such designated area; authorizing execution of a franchise agreement between the City of Denton and Universal Natural Gas, LLC, providing for compensation to the City for the use of the public right-of-ways, providing terms, conditions and requirements related to the use of public rights-of-way in the City of Denton and to the construction, maintenance and operation of pipelines and other facilities for the provision, distribution and transportation of gas to customers in the designated area of the City of Denton; providing for publication; and providing an effective date.

Attachments:
Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance
Exhibit 3- Presentation
Exhibit 4 - 091625 Vote & Signatures

B. ID 25-1624 Consider adoption of an ordinance of the City of Denton to declare the intent to reimburse capital program expenditures of General Government ($109,770,635), the Solid Waste Utility ($18,249,000), the Water Utility ($55,651,541), the Wastewater Utility ($141,892,454), and the Electric Utility ($58,434,588) with Tax-Preferred Obligations (Certificates of Obligation and General Obligation Bonds) with an aggregate maximum principal amount not to exceed $383,998,218; and providing an effective date. The Public Utilities Board recommends approval (6-0)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Presentation

C. ID 25-1676 Consider adoption of an ordinance of the City of Denton considering all matters incident and related to the issuance, sale and delivery of $11,235,000 in principal amount of "City of Denton, Texas Utility System Revenue Bonds, Series 2025" to the Texas Water Development Board; authorizing the issuance of the bonds; approving and authorizing instruments and procedures to said bonds; enacting other provisions relating to the subject; and providing an effective date. The Public Utilities Board recommends approval (6-0).

Attachments: Exhibit 1. Agenda Information Sheet
Exhibit 2. Ordinance
Exhibit 3. Presentation

D. ID 25-1896 Consider approval of a resolution of the City of Denton appointing a member to the Development Code Review Committee.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Resolution
Exhibit 3 - Presentation

E. ID 25-1948 Consider approval of a resolution of the City of Denton appointing a Primary Representative and an Alternate Representative to the Board of Directors of the Denton County Transportation Authority; and providing for an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Resolution
Exhibit 3 - Presentation

F. ID 25-1869 Consider approval of a resolution of the City of Denton, Texas, recognizing June as Denton LGBTQ+ Pride Month, and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Informal Staff Report
Exhibit 3 - Proposed Resolution
Exhibit 4 - Presentation

7. CONCLUDING ITEMS

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

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

C E R T I F I C A T E

I certify that the above notice of meeting was posted on the official website (https://tx-denton.civicplus.com/242/Public-Meetings-Agendas) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on October 15, 2025, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

_____

OFFICE OF THE CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: October 21, 2025

SUBJECT

Meeting Questions, Responses & Handouts.

BACKGROUND

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

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

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Ingrid Rex
Interim City Secretary

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

CM/DCM/ACM: **Cassey Ogden**

DATE: **October 21, 2025**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the Craver Ranch planned development, municipal management district, and related agreements.

STRATEGIC ALIGNMENT

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

BACKGROUND

Craver Ranch is a 2,500-acre master-planned development north of Loop 288 and situated between FM 2153 to the east and north, FM 2164 to the west, and Shepard Road and Gribble Springs Road to the south. The development is located within the city limits and currently has placeholder zoning of Rural Residential under the Denton Development Code because the property was never rezoned. The development's buildout is expected to occur over 17 years and is anticipated to include:

- 7,091 single-family units
- 1,515 multifamily units
- 584 Townhome/Zero Lot Line
- 1.2 million square feet of commercial

Because projects of this size require the construction of significant public infrastructure, the developers pay for the construction of improvement projects and seek reimbursement through a Municipal Management District (MMD). An MMD is considered a governmental agency and a political subdivision of the state. The MMD finances public capital improvements and/or services by imposing property taxes, special assessments, and/or impact fees on property owners within the district who are benefiting from such improvements. With that revenue source, and once the assessed value of the property is 10 times greater than the amount of debt to be issued, the MMD can issue bonds, which are then used to reimburse the developer for the up-front cost of the public improvements.

On March 4, 2025, the Denton City Council passed a resolution of support for the creation of the MMD to be considered during the State of Texas' 2025 Legislative session and was approved by the Legislature. The resolution of support was contingent on a development agreement being approved by the City for the Craver Ranch development. City staff and the Developer have been working on these agreements over the last seven months, which largely follow the existing MMD development agreements that Denton has with other developers, which dictate improvement projects to be constructed, financing and project reimbursement eligibility, and district operations.

The goal of the work session is to provide an overview of the development, the deal points in the development agreements, and provide the Developer an opportunity to show City Council their overall development plan, and receive City Council feedback and direction for changes to be brought forward in the agreements.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

March 4, 2025- City Council approved a resolution of support for the creation of the MMD contingent on the City and the Developer approving a development agreement.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Presentation
Exhibit 3 – Developer Presentation

Respectfully submitted:
Charlie Rosendahl
Interim Director of Development Services

Craver Ranch Municipal Management District

File ID: 25-1589

City Council Meeting
October 21, 2025

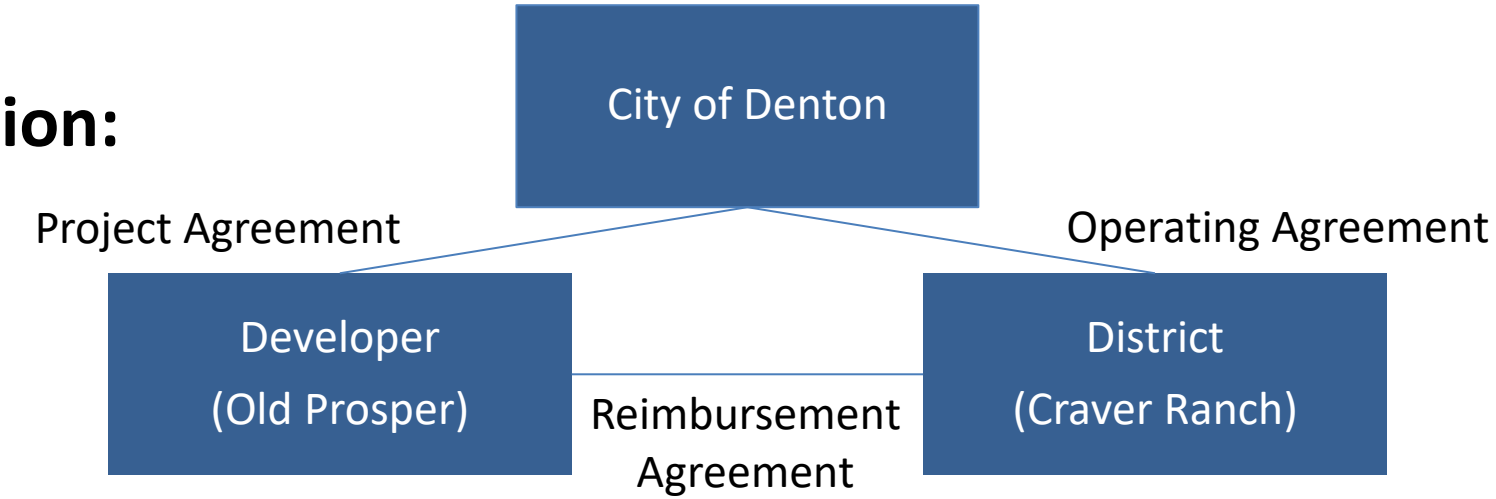
Agenda

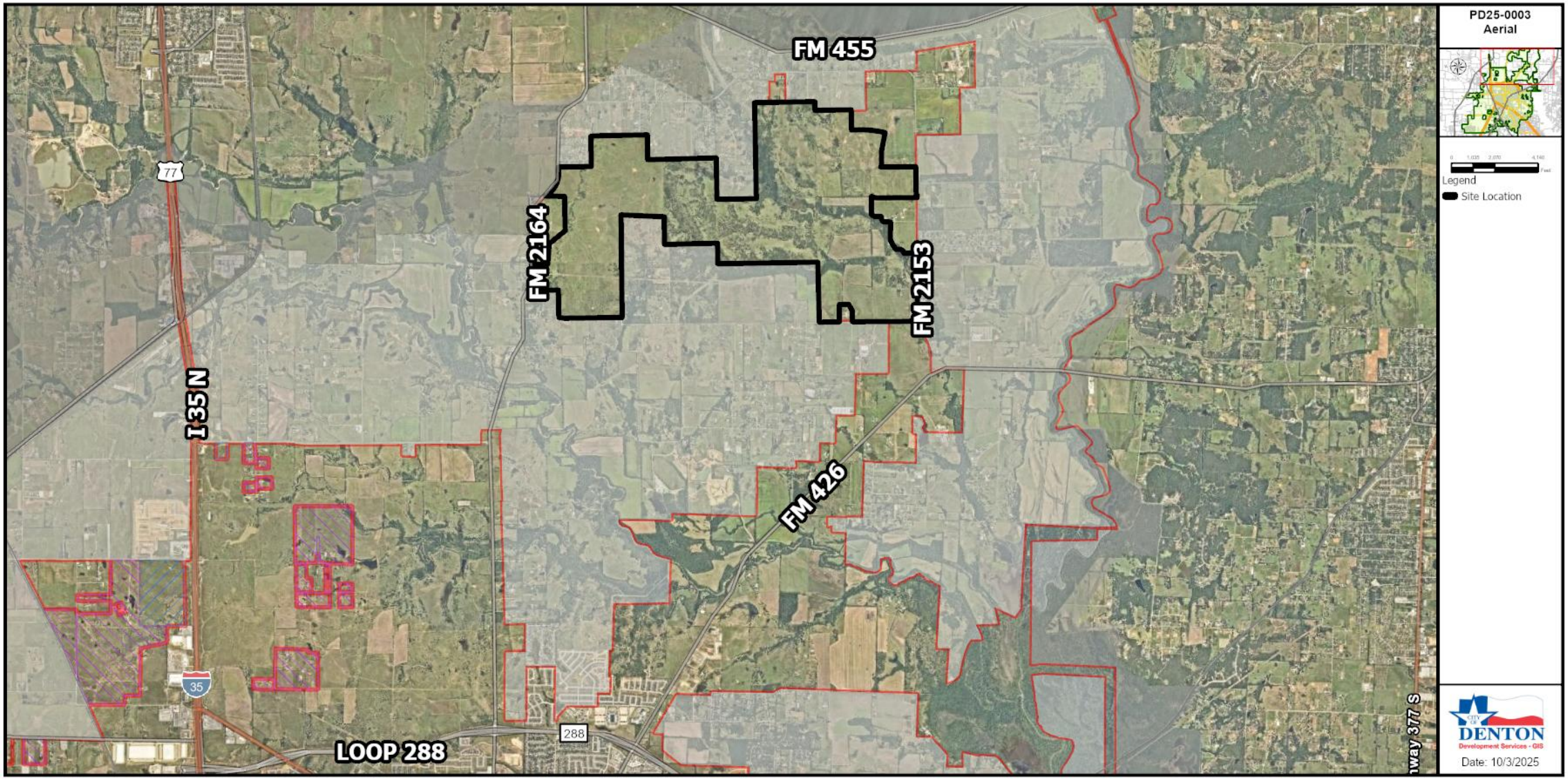
Today's Discussion:

- Project Overview
- Project Deal Points
- Developer Presentation

Future items for Consideration:

- Project Agreement
- Operating Agreement
- PD Zoning Case
- Comp Plan Amendment
- Mobility Plan Amendment




PD25-0003
Aerial
Legend
Site Location
DENTON
Development Services - GIS
Date: 10/3/2025
FM 455
FM 2164
FM 2153
FM 426
I 35 N
LOOP 288
77
35
288

Background

Property Background

- Approximately 2,870 acres
- Originally annexed in 2008 and 2009

Project Background

- Acreage: 2,500 acres
- Developer: Old Prosper Partners
- November 2024- Held a pre-application conference
- March 2025- City Council approved a resolution supporting the legislation for the creation of a MMD contingent on completion of a development agreement
- City staff and the Developer have been negotiating terms for the development, drafting agreements, and working on studies to support the agreements
    - Fiscal Impact Study, Facilities Study, Travel Demand Model, and Water and Wastewater are being finalized

Municipal Management District

- An MMD is a separate political subdivision from the City that can collect property taxes or assessments from property owners within the district.
  - Craver Ranch MMD is proposing to levy assessments only.
- The Craver Ranch MMD was created by the Texas Legislature and will be governed by a board of directors.
- Developers would front the cost for the public infrastructure and would be reimbursed by bonds issued by the MMD or the MMD may directly finance the construction of improvements.
- Any developer reimbursement only occurs after the developer has paid for and built the improvements subject to reimbursement.
- Revenue from the assessments collected from the property owners within the MMD is used to pay back the bond debt issued by the MMD.

Craver Ranch Project Overview

- 2,500-acres
- 9,190 Residential Units
  - 7,091 Single Family
  - 584 Townhome/Zero Lot Line
  - 1,515 Multifamily Units
- 1.2 million square feet of commercial
- Denton and Sanger ISD
  - 3 school sites (2 elementary and 1 middle school)
- $462M in public infrastructure
- 17-year construction (2028-2045)

Infrastructure

Water

- Existing infrastructure serving initial phases and planned transmission main for future phases
- Developer to provide an easement for the planned transmission main
- Developer to construct elevated storage when required
- City to maintain after installation

Wastewater

- Developer to install sewer line to connect to the City's future Clear Creek Interceptor
- City to maintain after installation

Roadways

- Developer to construct all roadways within the development
- Developer to coordinate with Denton County for any potential roadway improvements
- Coordination with TxDOT for the adjacent farm-to-market roads

Drainage

- Developer to install drainage infrastructure
- City maintains drainage within the right-of-way

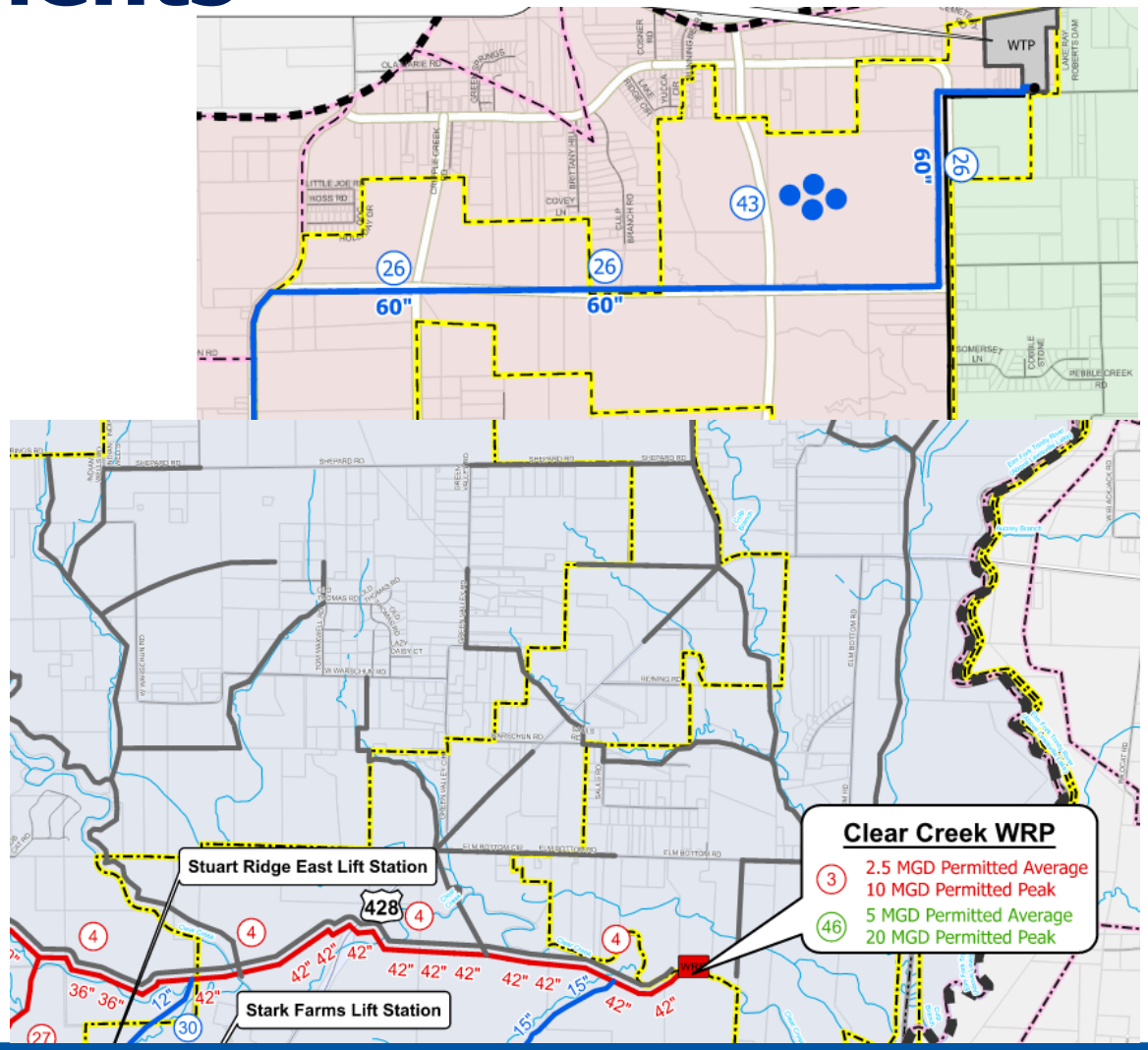
City of Denton Improvements

Water

- City to construct to 60” water line already included in the water master plan
- City has plans to expand the production capacity at the Ray Roberts Treatment Facility

Wastewater

- City to construct the Clear Creek Interceptor
  - In design and will be constructed in 3 years
- City will build the wastewater treatment facility in phases with enough capacity to serve the Craver Ranch Development



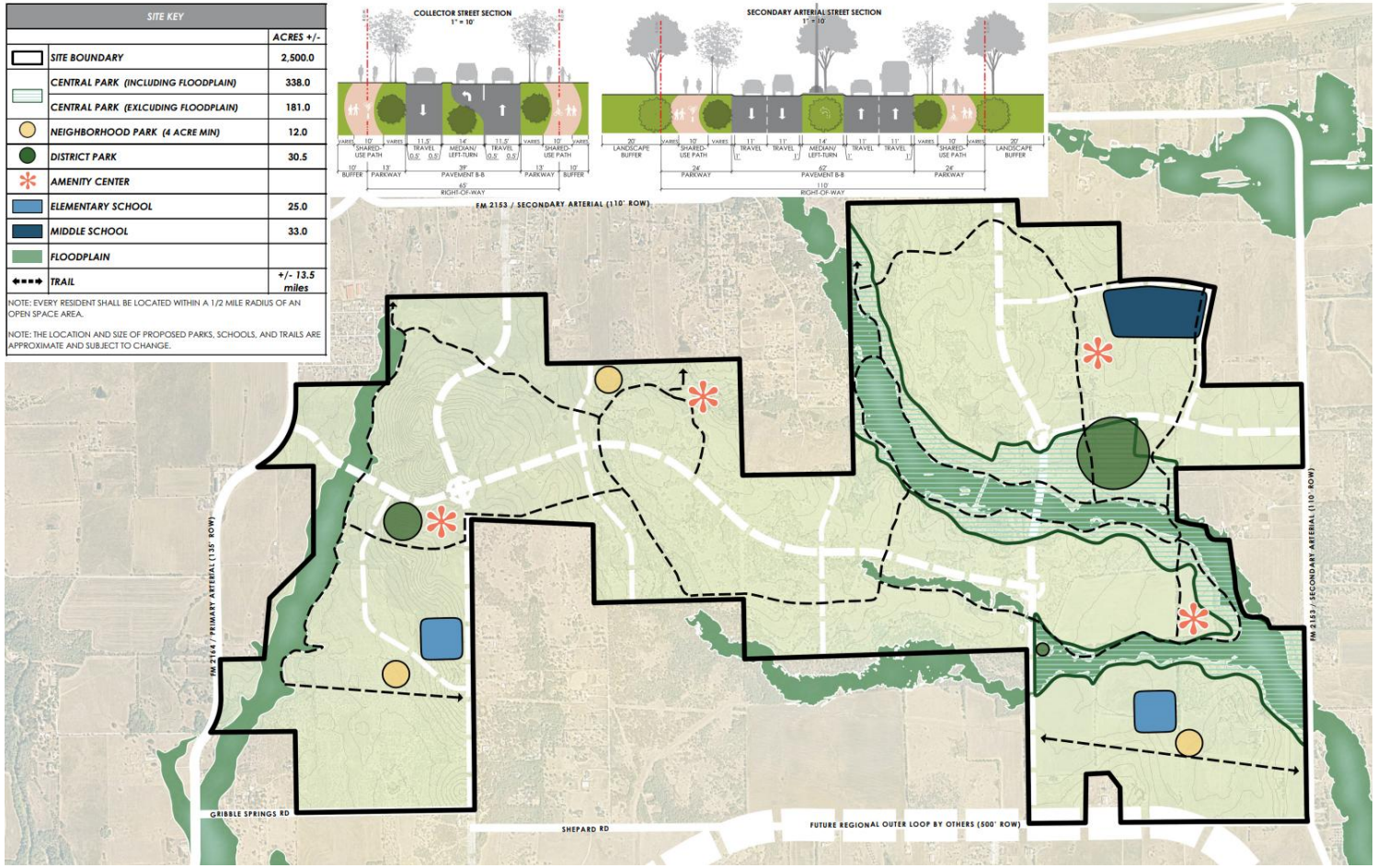
Craver Ranch Parks

Overall Parks

- Meets 10-min walk goals
- 380.5 acres of parks
  - 358-acre Central Park
  - Additional City Park and trail head
  - 3 neighborhood parks
- 13.5 miles of trail
- 18.5 miles of shared-use paths
- Additional pocket parks (not shown)
- Developer to construct amenities and maintain all parks

Central Park (358 total acres)

- 338 acres within a Flowage Easement
- 181 acres outside of 100-year floodplain
- Ability to reduce the flowage easement acreage with approval by USACE, but must maintain a minimum of 250 acres

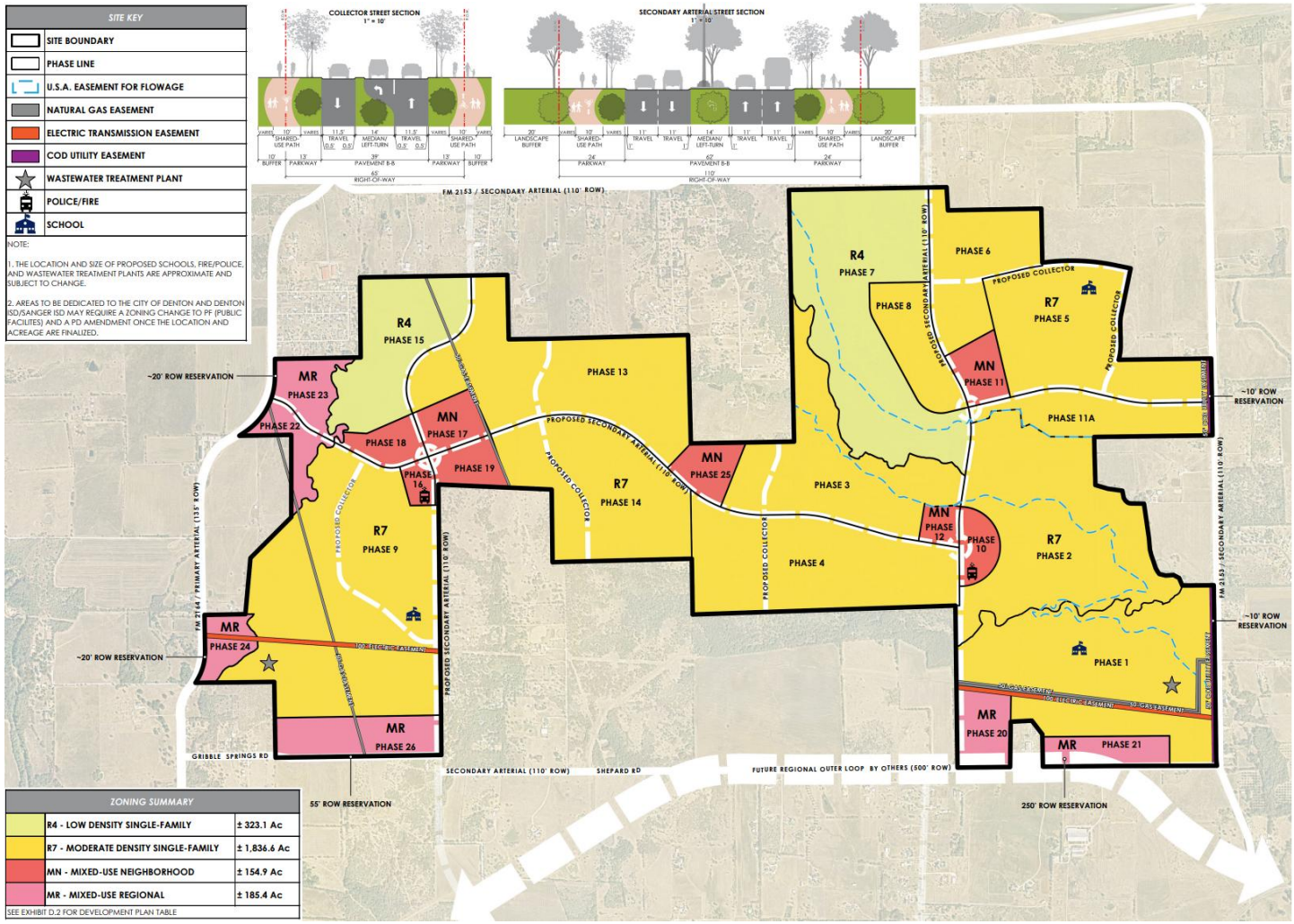


Zoning

Moderate density residential with mixed use at key intersections

Follows the DDC but allows for the following deviations or enhancements:

- Add standards for zero-lot-line homes
- Establish a lot size mix for residential uses
- Includes the maximum number and dimensions of each lot size allowed
- Establish increased landscape, fencing, and building design standards for residential uses
- Provide unique roadway cross-sections for streets



Comprehensive and Mobility Plan

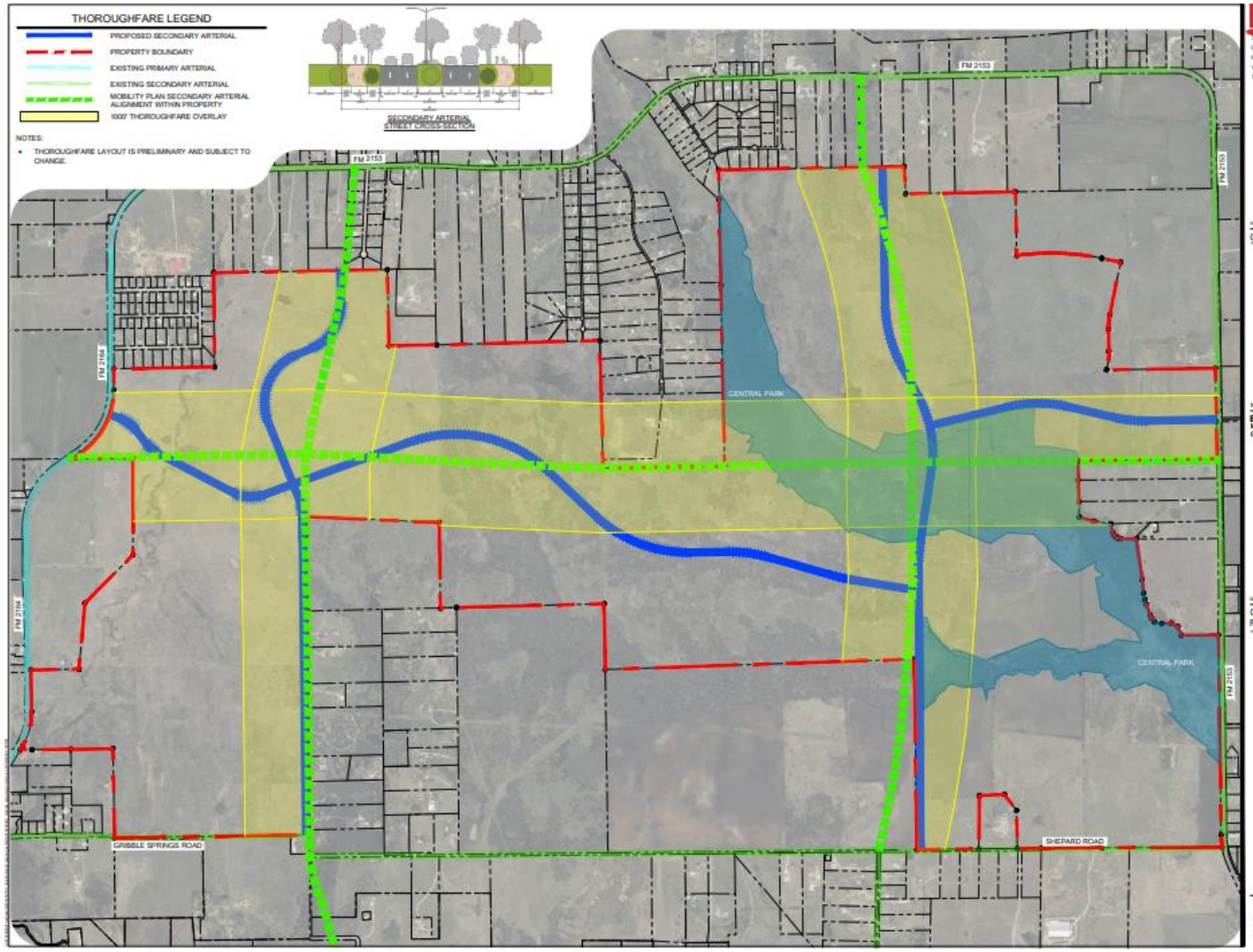
Comprehensive Plan Changes

The property is currently designated as agricultural. They are seeking to modify the comprehensive plan to match the proposed zoning and concept plan.

Mobility Plan Changes

The current mobility plan would require a large bridge crossing because of the orientation.

Seeking to modify the plan to move the E-W roadway further south, and the traffic demand modeling supports the ability to do so.



Benefits

Funding Contributions- $7.5 M

- Emergency Services - $2.5M
- Public Works Facility Land- $2M
- Affordable Housing - $3M

Land Conveyance- 48.5 acres

- Fire Stations – 6 acres
- City Parks – 380.5 acres
  - 42.5 acres outside of the flowage easement
  - 315.5 acres more than required
  - Maintained by the District
- Trails- 13.5 miles
- Right of Way for Water Line
- Elevated Storage Tank

Generally following the typical City development process

Economic Benefits

- 9,190 residential units
- 1.2 million square feet of commercial
- $5.1 billion in assessed value at buildout
- Approximately $38 million in net revenue to the City over 40 years

Next Steps

Staff is seeking Council feedback on the development concept and proposed agreements.

<u>Proposed Schedule</u>
Oct. 22- P&Z Work Session
Nov. 19- Zoning, Comprehensive Plan and Mobility Plan Hearings at P&Z
Dec. 2- City Council

- Agreements
- Zoning Hearing
- Comprehensive Plan
- Mobility Plan

Craver Ranch Master Planned Development

City of Denton

Old Prosper Partners, Daake Law, KFM Engineering & Design, Westwood Professional Services; Winstead; TWilson

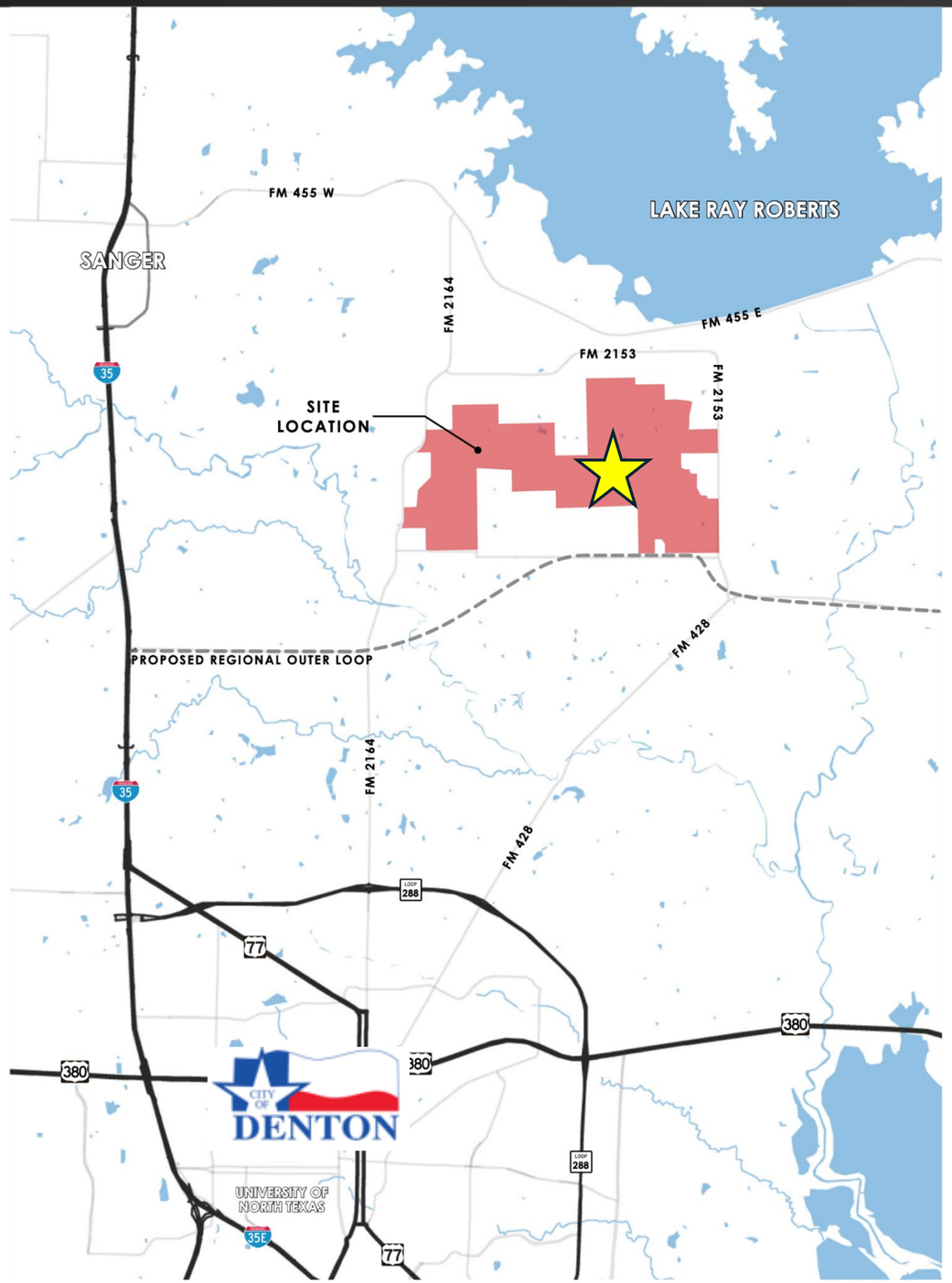
OLD PROSPER PARTNERS

Roots, Growth, and Relationships

VICINITY MAP | Craver Ranch

Craver Ranch Master Planned Development

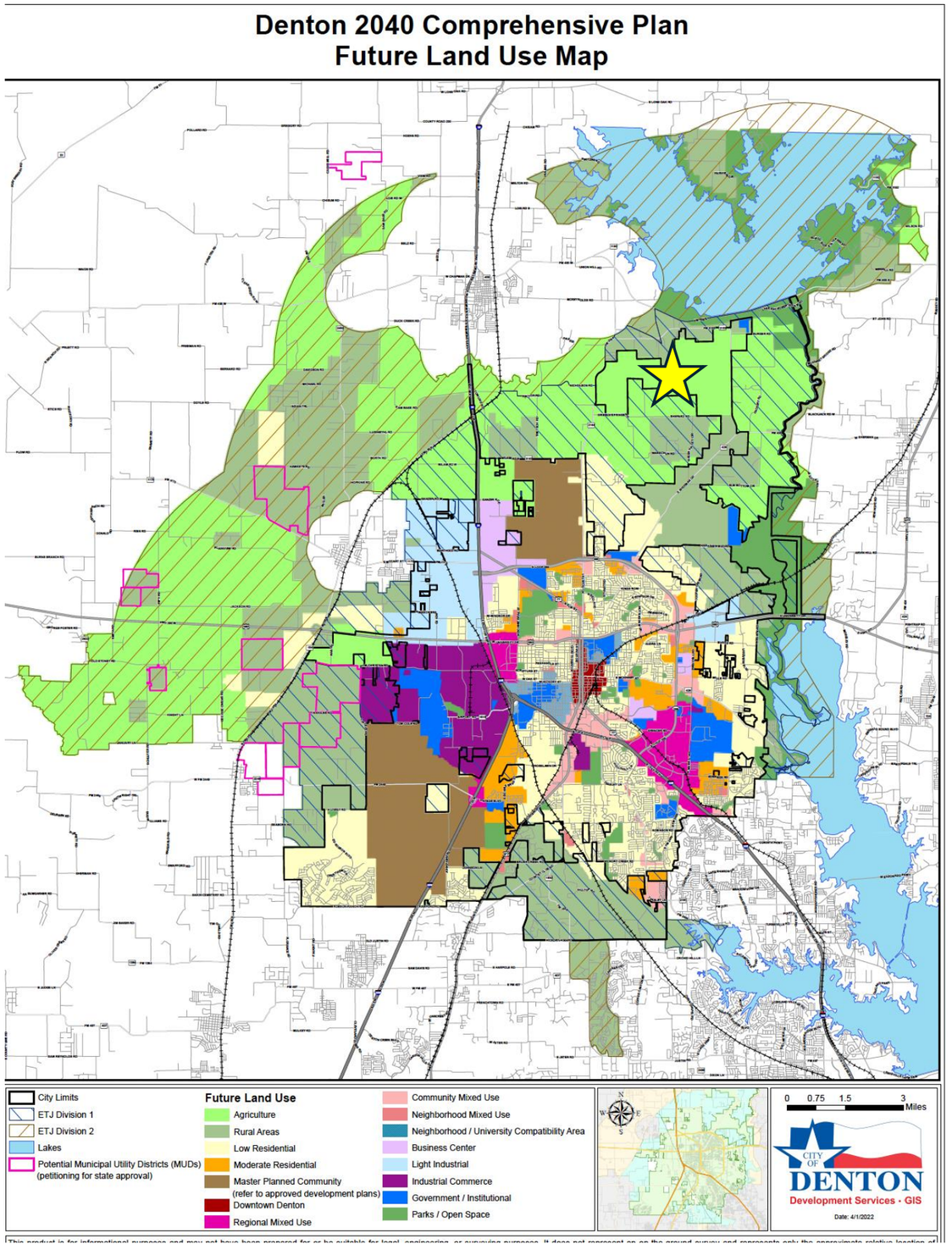
- 2,500 ac. master planned community
- A $5.1 Billion assessed value project
- Well appointed, planned & amenitized community
  - Trail system
  - Public Parks
  - Open Space
  - Community Centers
  - Public Schools
  - Supporting retail
  - Fire/Police stations
- FM 2164 – west
- FM 2153 – north & east
- Shepard Road/ Gribble Springs – south
- Proposed alignment of Regional Outer Loop to the south



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The Law Offices of Robert D. Daake PLLC

DENTON COMPREHENSIVE PLAN| Future Land Use Plan (FLUP)

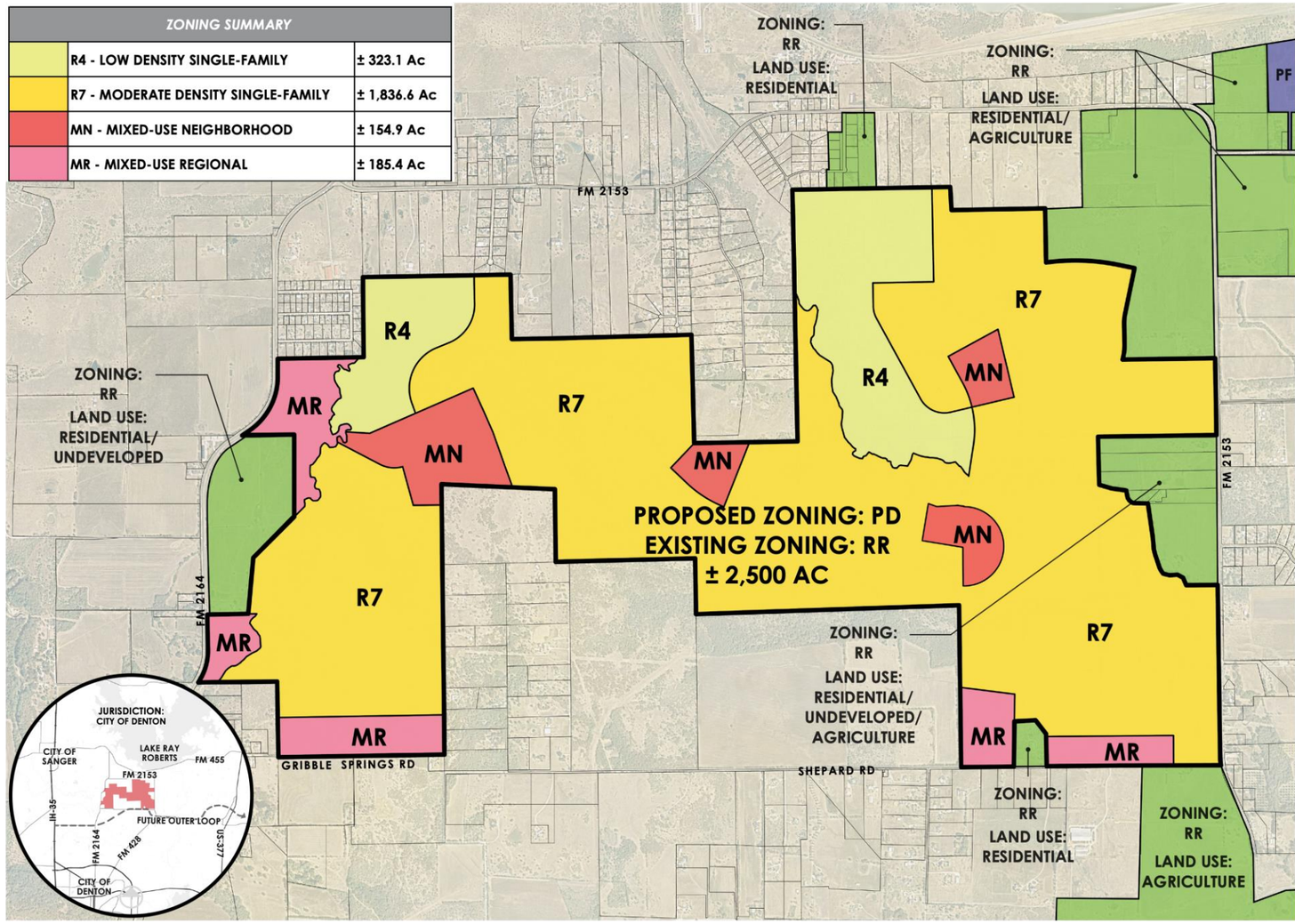
- City of Denton's 2040 Comprehensive Plan – approved March 22, 2022
- ETJ vs. Full Purpose City Limits
- Master Planned Community
- Why here, why now?
  - Annexed back in 2008
  - Smart growth



DaakeLaw
The Law Offices of Robert D. Daake PLLC

Zoning | And all that goes with it

- Zoning – first step in the entitlement process
  - Rural Residential (RR) -> Planned Development (PD)
  - Most surrounding neighbors are within the City's ETJ
  - 2,500 ac. of defined, well planned community vs. numerous smaller/disjointed applications
- Entitlements – past 12 months
  - Overall:
    - Pre-Application Conference (PAC)
    - Zoning - Planned Development District (PD)
    - Held two neighborhood meetings
    - Comprehensive Plan Amendment
    - Thoroughfare Plan Amendment
    - Traffic Assessment
    - Drainage Assessment
    - Environmental Assessment
    - Project Agreement
    - Operating Agreement
  - By Phase:
    - Preliminary Plat
      - Traffic Assessment
      - Drainage Assessment
      - Environmental Assessment
    - Civil Engineering Plans
    - Final Plat



KFM ENGINEERING & DESIGN

EXHIBIT C - ZONING PLAN
CRAVER RANCH

DaakeLaw
The Law Offices of Robert D. Daake PLLC

ZONING EXHIBIT | Development Plan

- Rezone request from RR to PD
- Simplified zoning districts
- Quality master planned community with a trail system linking phases and pocket parks throughout.
- Provides a fabric of land use within a community while transitioning densities.
- Variety of residential products offered to encourage people to stay within the community as their economic standing evolves

ZONING SUMMARY		
	R4 - LOW DENSITY SINGLE-FAMILY	± 323.1 Ac
	R7 - MODERATE DENSITY SINGLE-FAMILY	± 1,836.6 Ac
	MN - MIXED-USE NEIGHBORHOOD	± 154.9 Ac
	MR - MIXED-USE REGIONAL	± 185.4 Ac

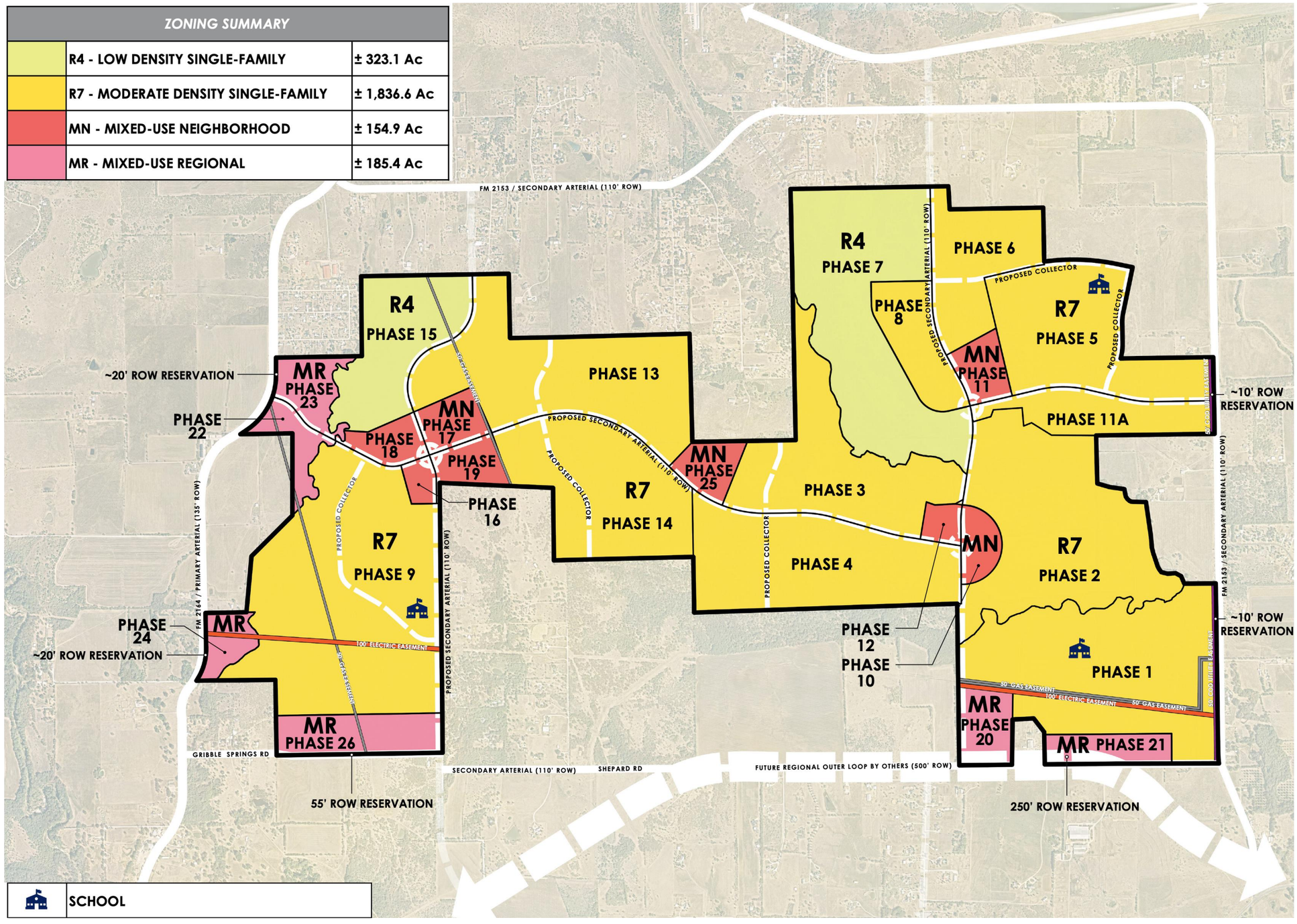


EXHIBIT D.1 - DEVELOPMENT PLAN
CRAVER RANCH
THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE

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Scale: 1"=500'
09/23/25

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KFM ENGINEERING & DESIGN

Architectural Product Type | 50’ / 60’/ 70’ Lots



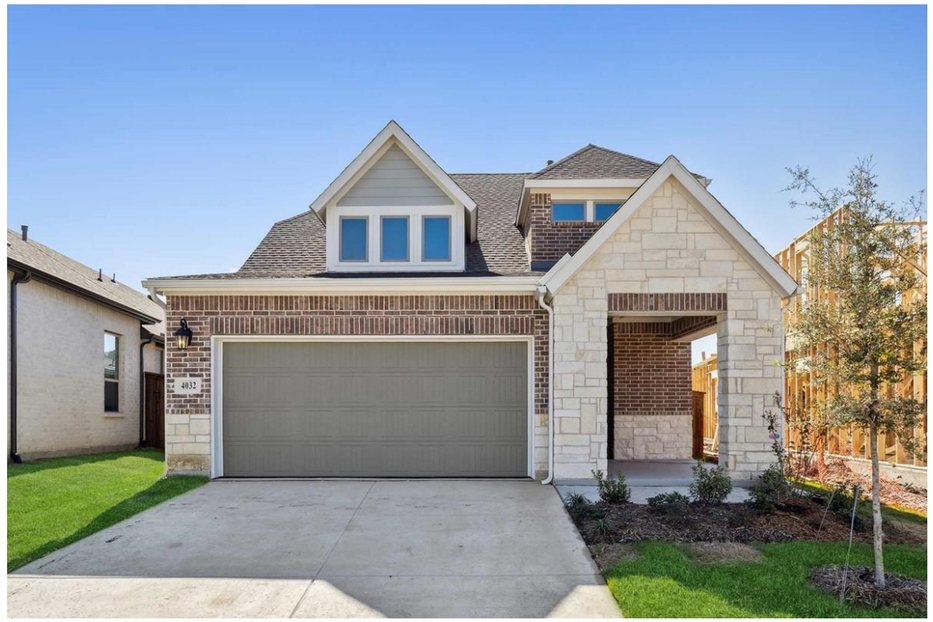






Architectural Product Type | 40’ Lots









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GARRISON/JONES
LANDSCAPE ARCHITECTS

Architectural Product Type | Cottage





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LANDSCAPE ARCHITECTS

Architectural Product Type | Townhome & Live + Work









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GARRISON/JONES
LANDSCAPE ARCHITECTS

Architectural Product Type | Neighborhood Commercial





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GARRISON/JONES
LANDSCAPE ARCHITECTS

Architectural Product Type | Urban Multiplex & Multi-family









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GARRISON/JONES
LANDSCAPE ARCHITECTS

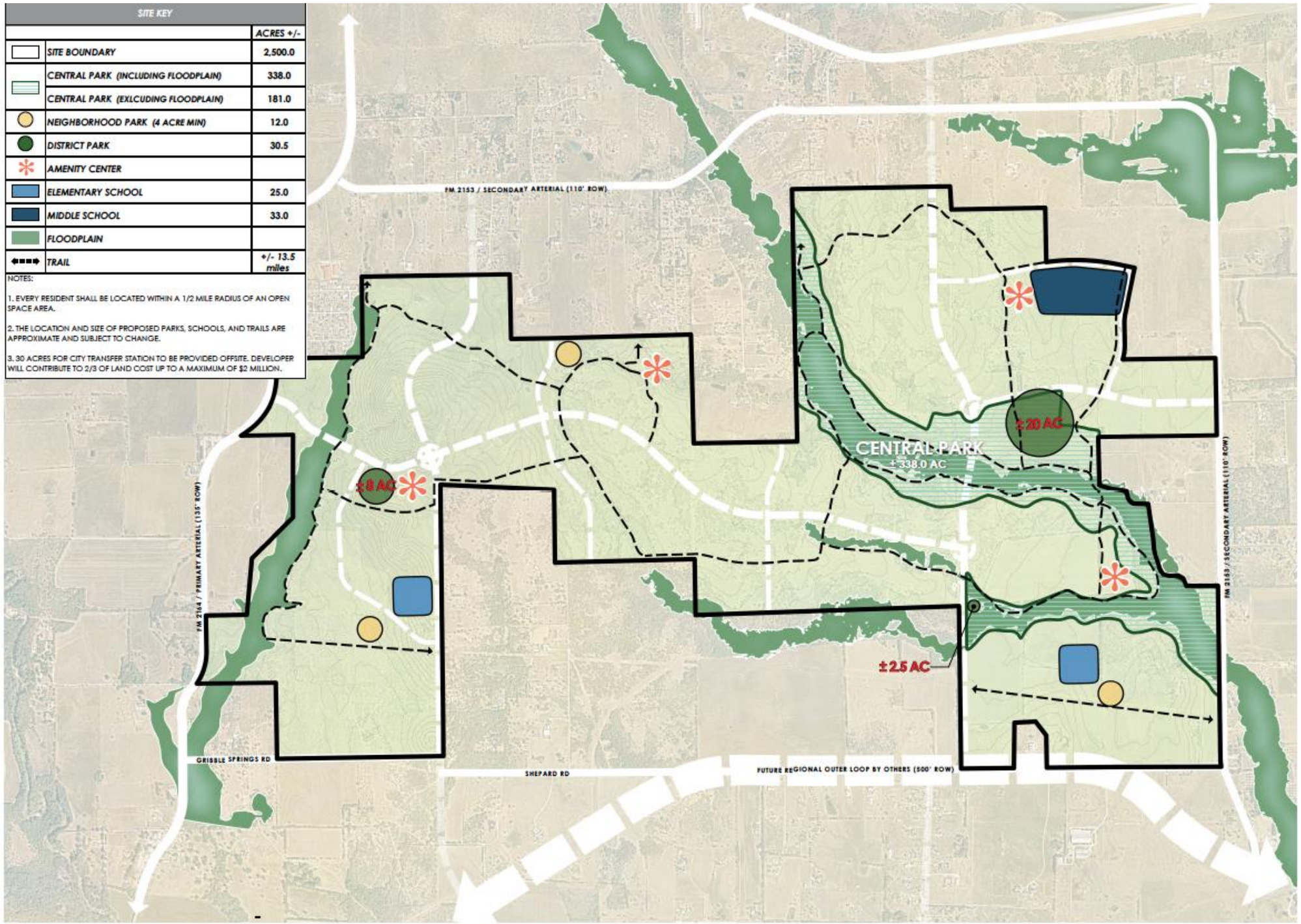
CRAVER RANCH| Developer Land Contribution Plan

- **Over 474 ac** of combined green space/open space/park land **excluding additional trails and neighborhood pocket parks**

- Parkland
- Open Space

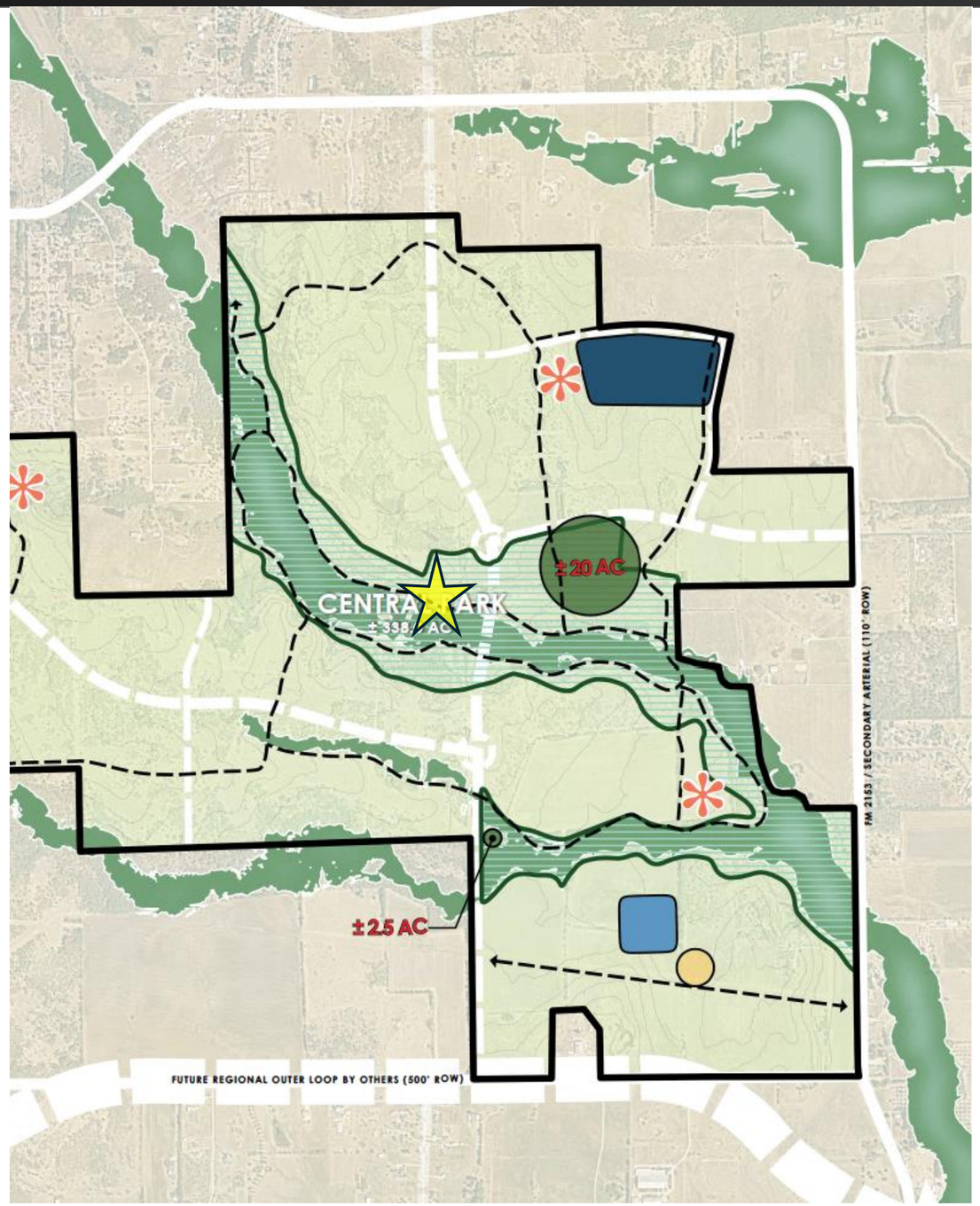
- **Two fire stations: 6 ac**
- **City Parkland: 380.5 ac**
- **Trail system: 13.5 miles**
- **ROW for water transmission line through center of project**
- **Elevated water storage tank**
- **Donate two school sites**

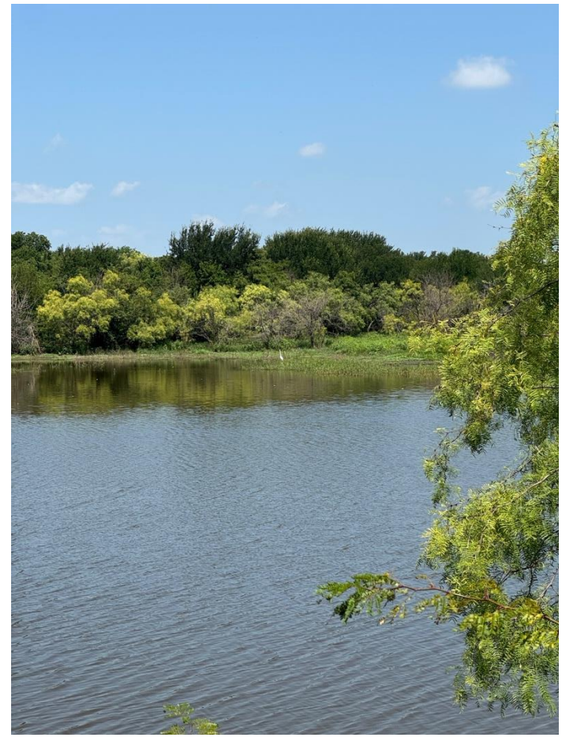
- Resulted in a significant loss of single family lots



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The Law Offices of Robert D. Daake PLLC

CONCEPT PLAN | Central Park

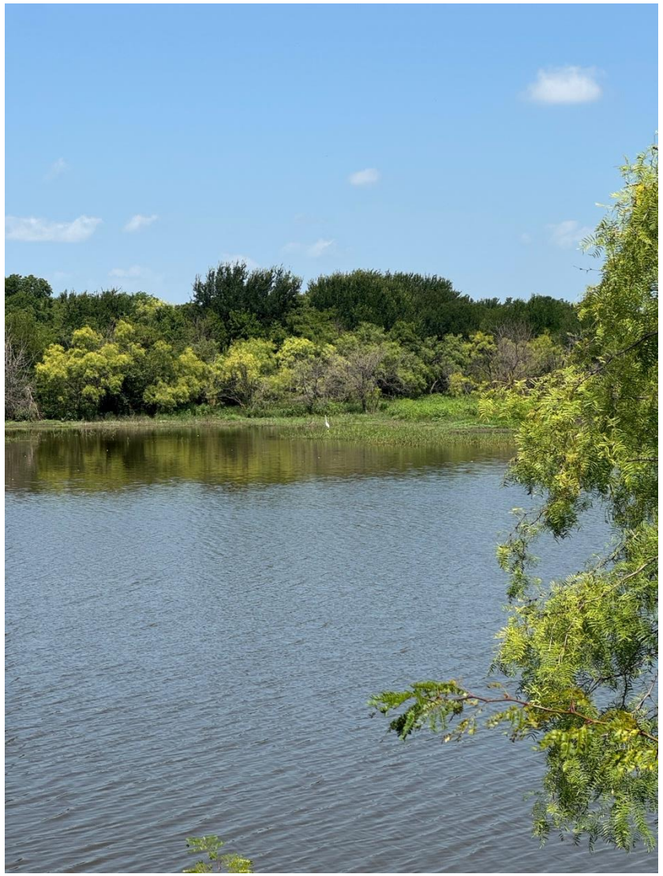


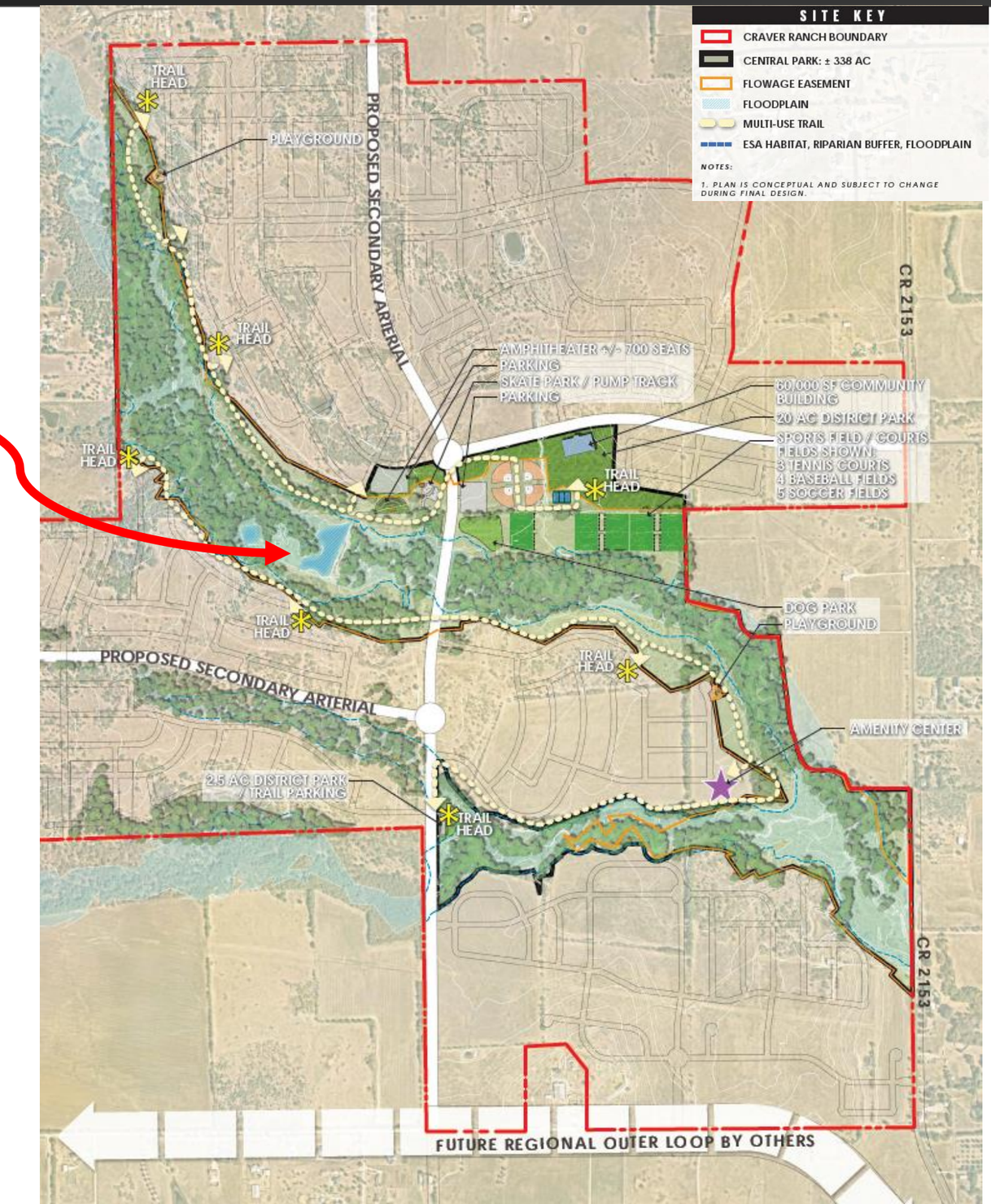


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The Law Offices of Robert D. Daake PLLC

The size of this Central Park equates to 256 football fields

CONCEPT PLAN | Central Park



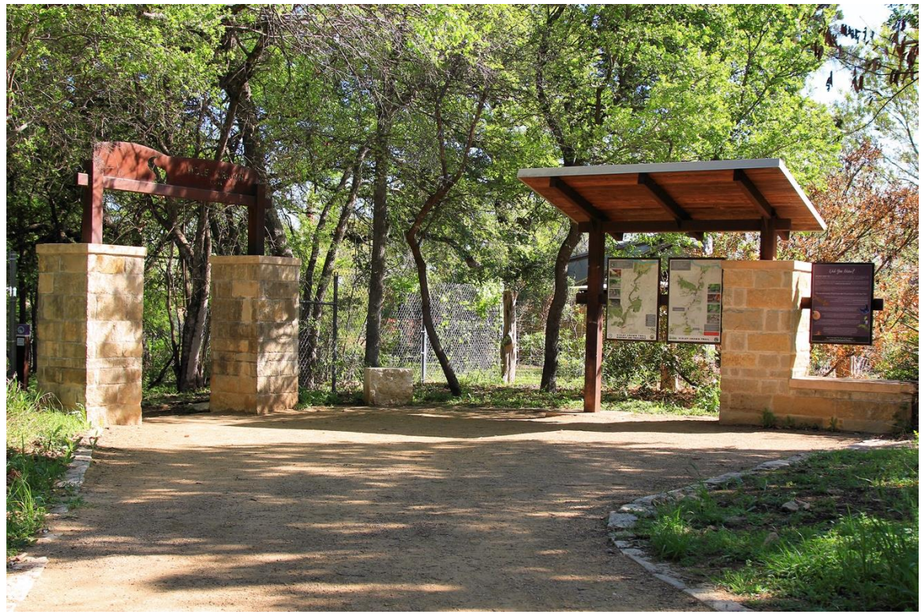


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ENGINEERING & DESIGN

Park Land | Trail Head Examples







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CONCEPT PLAN | Open Space Plan

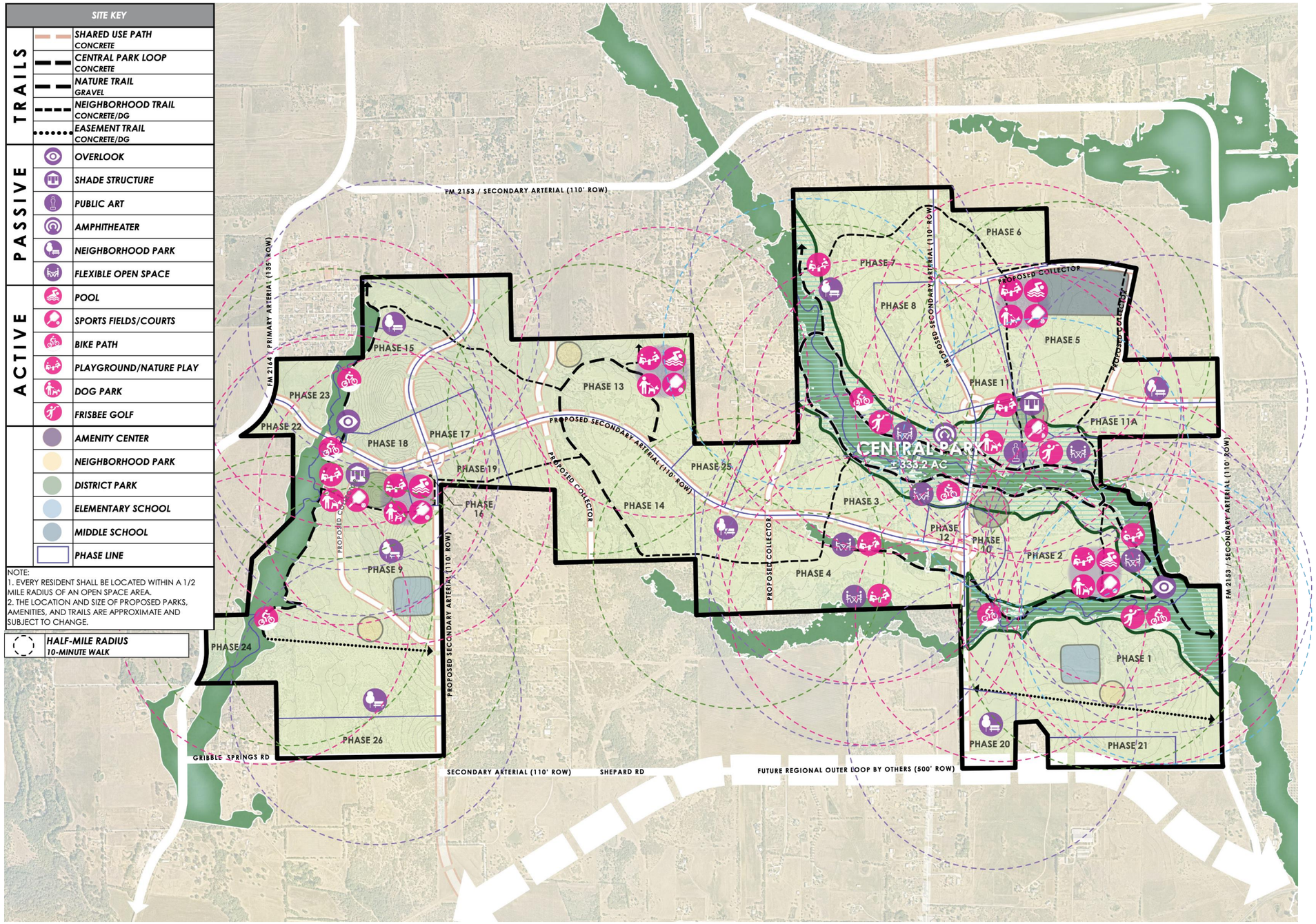


EXHIBIT F.2 - AMENITY PLAN: DISTANCE FROM RECREATION
CRAVER RANCH

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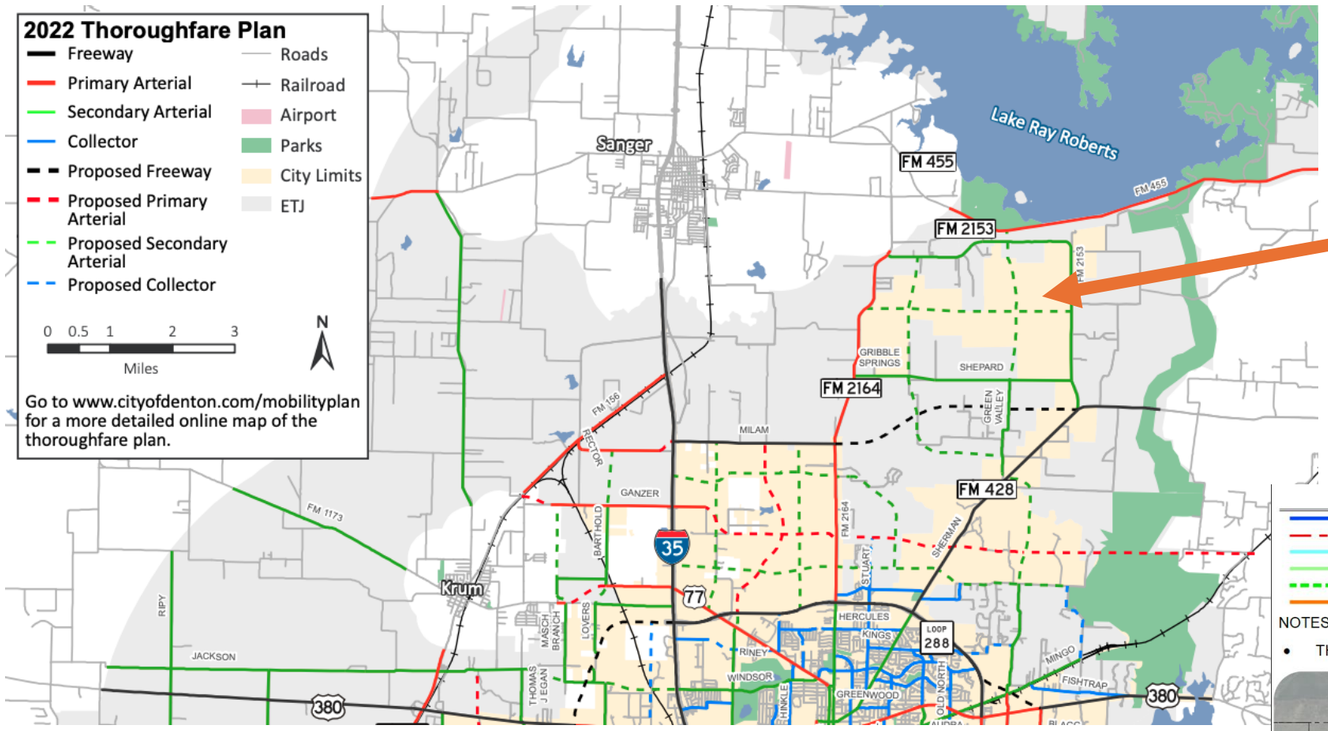
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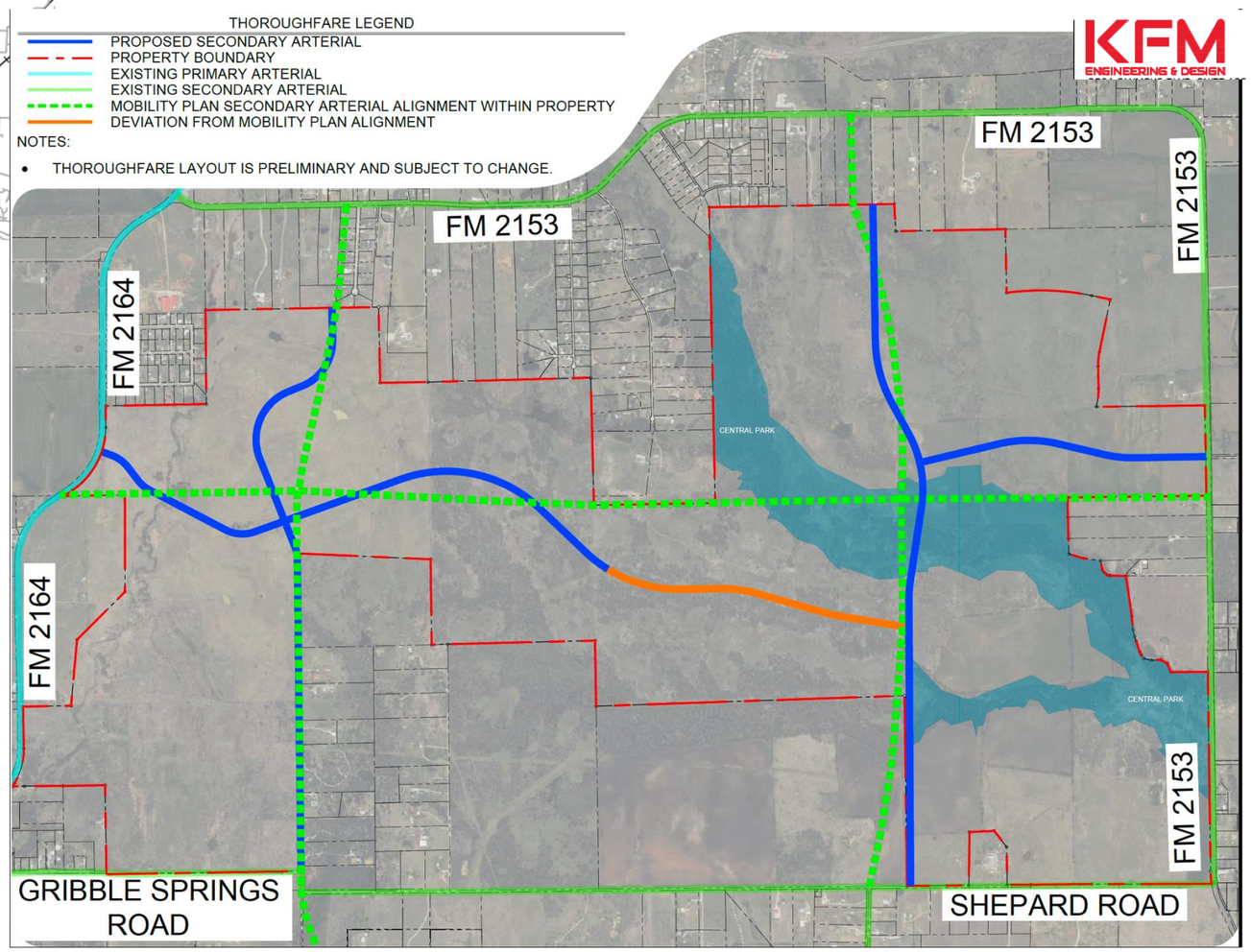
KFM
ENGINEERING & DESIGN

THOROUGHFARE PLAN | Mobility Plan Amendment



SITE

- 1,000’ deviation

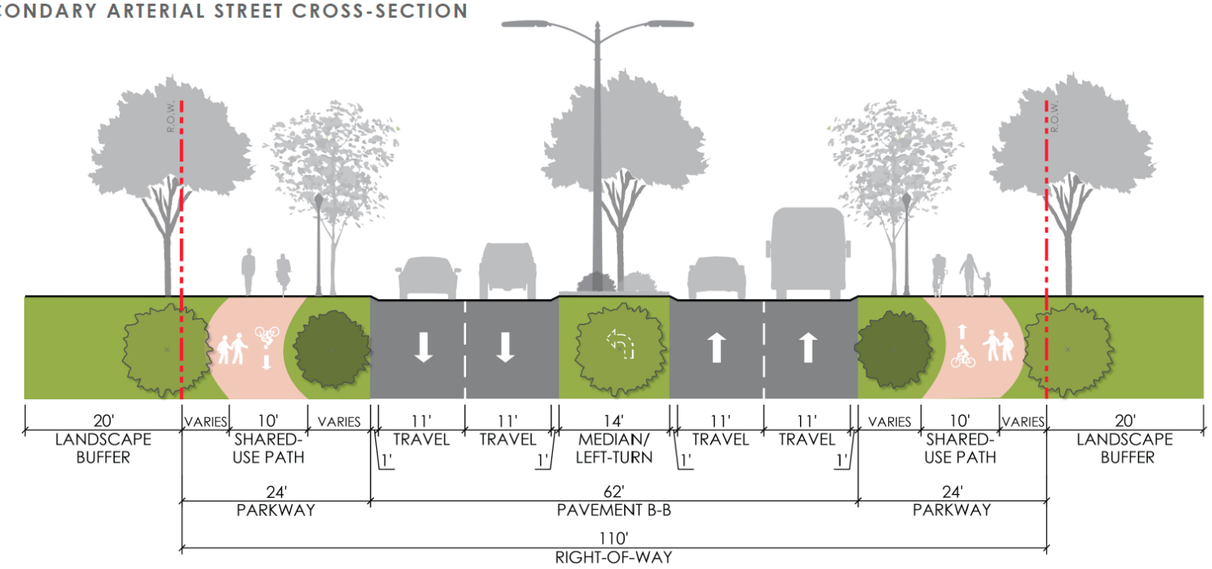


- City of Denton’s Current Thoroughfare Plan

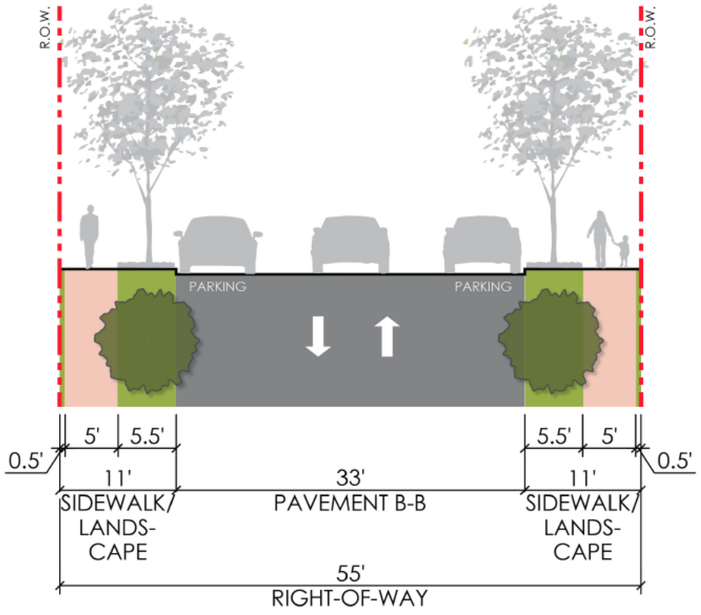
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INTERNAL ROADWAYS | Typical Cross-Sections

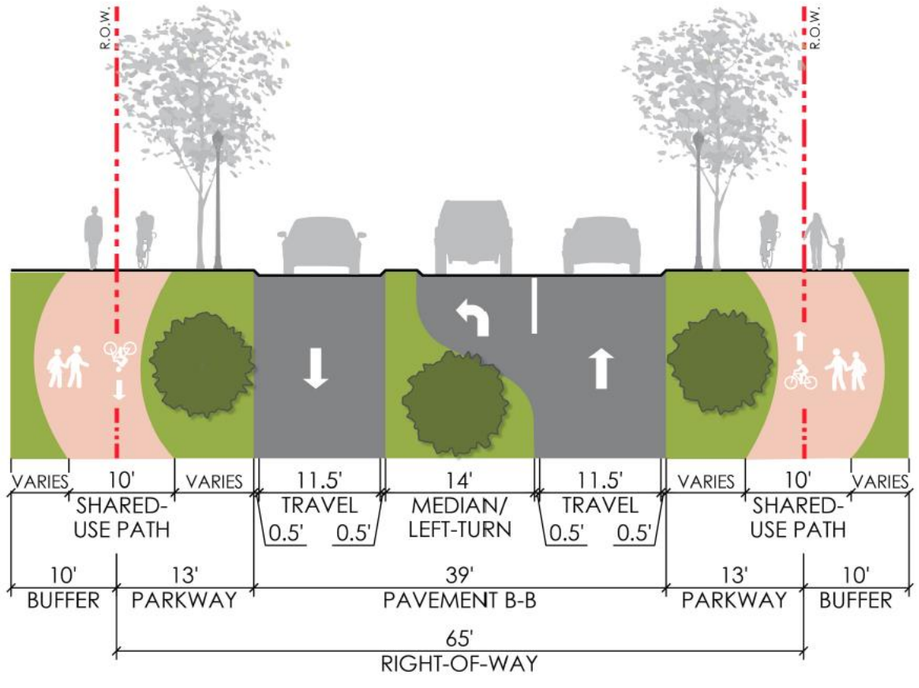
SECONDARY ARTERIAL STREET CROSS-SECTION



RESIDENTIAL STREET CROSS-SECTION



COLLECTOR STREET CROSS-SECTION



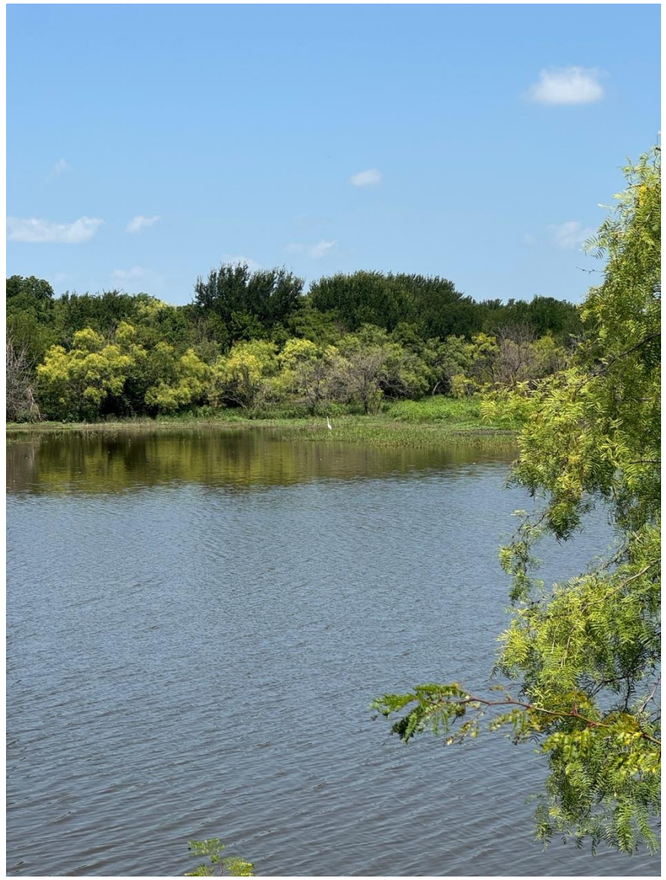
DaakeLaw
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KFM ENGINEERING & DESIGN

CRAVER RANCH | The benefit of this Master Planned Community

- **A benefit for**
  - City of Denton
  - Surrounding Community
  - Developer





- Smart growth
- Neighbors know what is planned
- Well thought out/designed/HOA MPC
- Heavy on greenspace, parkland & open space
- Opens up the development corridor for the City
- Converting tax revenue from Ag to developed land
- **At build out:**
  - **$5.1 Billion total assessed value**
  - **$1.2 Billion in Denton tax revenue**
- **Funding Contributions: $7.5 M**
  - Police/Fire Services: $2.5 M
  - Offsite Public Works Facility: $2.0 M
  - Affordable Housing: $3.0

- **Land Gifted to the City:**
  - **Two fire stations: 6 ac**
  - **City Parkland: 380.5 ac**
  - **Trail system: 13.5 miles**
  - **ROW for water transmission line through center of project**
  - **Elevated water storage tank**
- **Land Gifted to the ISD's:**
  - **Two school sites**



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THANK YOU

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Human Resources

DCM: Cassey Ogden

DATE: October 21, 2025

SUBJECT

Receive a report and hold a discussion on Becoming an Employer of Choice including a benefits spotlight on updates for the upcoming 2026 plan year.

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

As part of the City Council's Key Focus Area — Pursue Organizational Excellence and Collaborative and Respectful Leadership — staff has continued advancing the City's multi-year plan to Become an Employer of Choice.

This long-term initiative focuses on strengthening the City's ability to attract, retain, and develop a high-performing workforce through a comprehensive approach including, but not limited to, Total Rewards, Talent Acquisition, and City Safety programs. Over the past three fiscal years, staff has implemented significant improvements to modernize systems, enhance the employee experience, and promote a culture of engagement and well-being.

Staff will provide an update to City Council on the progress achieved to date, highlight key outcomes, and outline next steps to sustain and expand these efforts in the coming years.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Presentation

Respectfully submitted:
Megan Gilbreath, 940-349-8357
Director of Human Resources



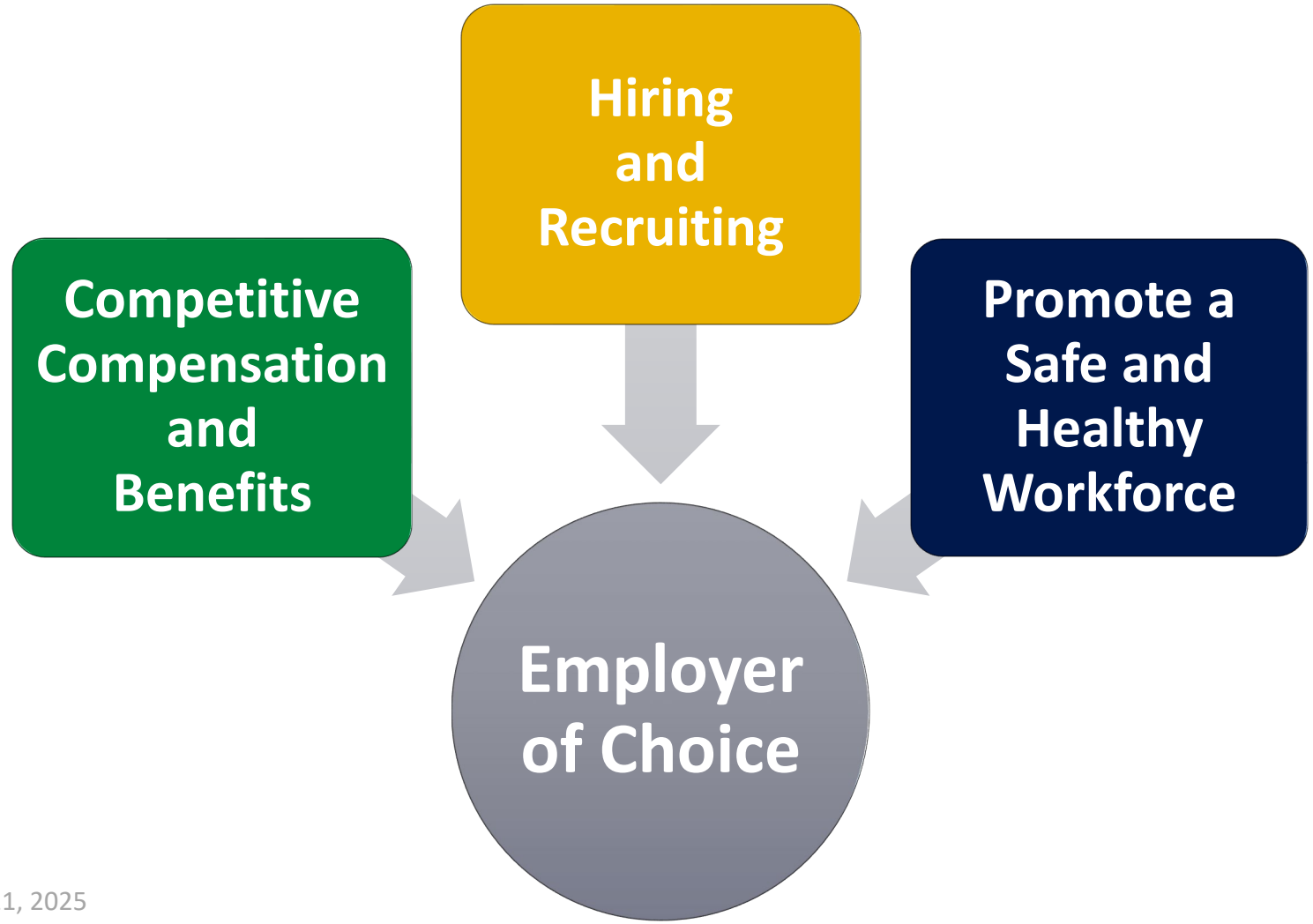
Employer of Choice

Human Resources

October 21, 2025

Background

As part of Council's Key Focus Area - ***Pursue Organizational Excellence and Collaborative and Respectful Leadership*** **-** Staff has been focused on a multi-year plan to ***Become an Employer of Choice***



Looking Back

Between Fiscal Year 2022-23 and 2024-25 Staff implemented several programs and processes to support the City's Employer of Choice focus

Competitive Compensation and Benefits

- Comp and Class Study
  - City-wide minimum 3% increase
  - Average increase ~$7,200
  - Realignment of pay plans
  - Maintenance program established
- Conducted Employee Benefits Survey
  - Division on paycheck deductions in exchange for deductibles
  - Most common verbatim comment was lower deductible
  - Employees wanted more options for Dental and Vision plans
  - High usage and satisfaction with the Employee Health Clinic (EHC)
- Multiple solicitations enhancing benefit options and reducing City and Employee benefits expense
- Paid Parental Leave policy implementation

Hiring and Recruiting

- New recruiting communications materials in partnership with MarComm
  - New trifold
  - Postcard
  - Social media postings
  - Department specific flyers
- Improved processes for recruitment and onboarding establishing efficiencies and expediting the onboarding processes
- Established an internal recruitment calendar to expand the City footprint and increase job fair attendance.
- Comprehensive and informative offer letters
- Structured reference checks and employment verifications

Prioritize a Safe and Healthy Workforce

- Rolled out a new Citywide Safety Management System with 4 primary categories
  - Safety Policy – Establishes organizational accountability and responsibilities
  - Safety Risk Management – Risk identification, Risk Management plans and Risk Mitigation Outcomes
  - Safety Assurance – Significant process improvement focused on assessments, walk-throughs, and audits/inspections
  - Safety Promotion – Training programs based on collaborative decision-making and metrics

Looking Forward

Over the next several years staff, will continue revising and implementing programs, while maintaining Best in Class programs and policies supporting the City's Employer of Choice focus

Competitive Compensation and Benefits

- **Modernization of Medical Plans**
  - 2 distinct plans, one with *no deductible*
  - Align premium deductions with standard cost-share and remove spouse surcharge
- **Reduction in Vision plan rates**
- **Implement new Benefits Governance structure**
- **Implement new compensation platform and distribute Total Rewards statements**
- **Update hiring incentive policies**
- **Finalize updated employment categories**
- Enhance compensation best practices
- Evaluate all leave policies to ensure compliance and alignment with City goals

Hiring and Recruiting

- **Hiring manager interview training and enhanced hiring resources**
- **Modernize New Employee Orientation**
- **Continue to create efficiencies in recruiting**
  - Automation of managed vacancy program
  - Updates to hiring offer format to include all items needed from a hiring manager to hire a candidate
- **Implement job ads to draw candidates to a job with a marketing approach**
- **Leverage Strategic Sourcing Channels**
- **Enhance the Candidate Experience**
- **Continued partnership with MarComm to promote a strong employer brand**

Prioritize a Safe and Healthy Workforce

- **Develop and update Safety Policies and Safety Manual**
- **Develop a City-Wide Emergency Action Plan Program**
- **Develop a Safety Risk Management Program**
- **Finalize implementation of the Safety Assurance Program**
- Implement a Safety Promotion Process and Program
- Finalize Wellbeing program including evaluation and implementation of the following:
  - Employee Health Clinic
  - Healthy Incentive Program
  - Condition and Disease management

BOLD = Anticipated completion FY 25/26

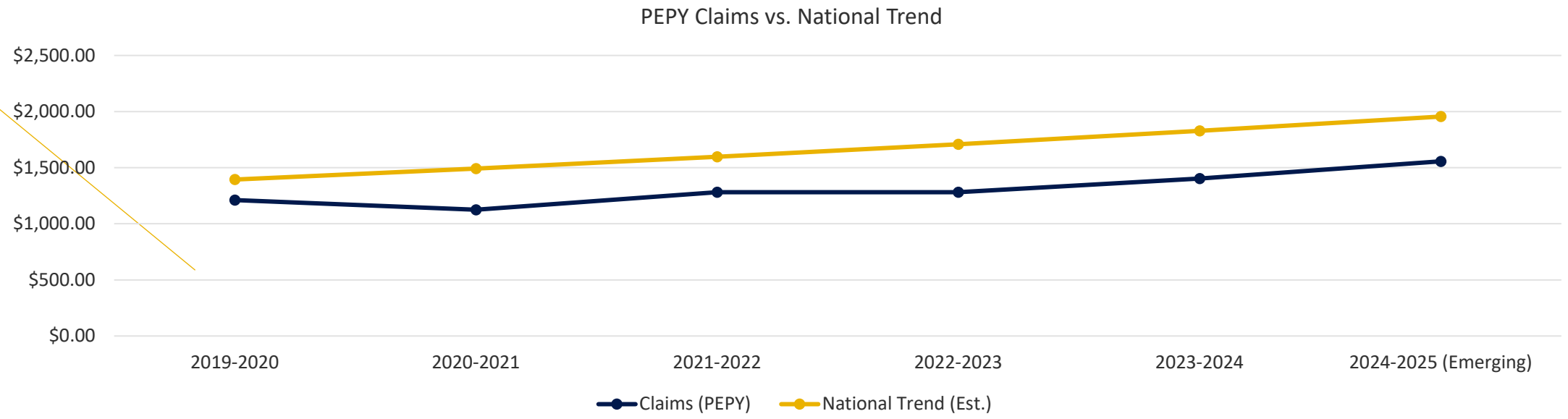


Benefits Spotlight

Benefits - By the Numbers

Without ***any*** plan changes, Fiscal Year 2025-26 expenses were projected to ***increase 9.6%*** compared to Fiscal Year 2024-25

- Medical/Rx claims PEPM has increased 6.9% over the last 5 years
- National Trend – Medical/Rx claims are expected to increase at least 25-30% over 5 years
- Both City and National trend are primarily driven by GLP-1 drugs, behavioral health, and higher utilization of in and outpatient care
- Per PwC, medical cost growth is expected to reach its highest level in 13 years



2026 Changes

Without modernization of the plans, ***employee paycheck deductions*** would have ***increased 18-24% ($14-$73/paycheck)***

Elm Plan	Oak Plan
Traditional EPO	High Quality Provider, Lowest Cost
Deductible, Co-Pays and Co-Ins.	NO Deductible and Co-Pay Ranges
15% Employee Cost-Share	8% Employee Cost-Share
Paycheck deductions mostly lower	Paycheck deductions mostly lower
Free Preventative Care	Free Preventative Care
Free Access to the EHC	Free Access to the EHC

Next Steps

Open Enrollment will be held from Nov. 3 – Nov. 14 and all employees are ***required*** to make elections for 2026.

- The new medical plans will be ***announced*** tomorrow, Wednesday Oct. 22, 2025 and are ***effective*** Jan. 1, 2026
- Staff will conduct a comprehensive engagement and educational campaign
  - Multiple education sessions, including onsite at departments
  - One-on-one enrollment support in person, Nov. 3 – Nov. 14, including Saturday, Nov. 8
  - Emails, texts, HUB posting, postcard, posted and a dedicated website
  - Enrollment statistics will be closely monitored to adjust communication, including targeted workgroup plans
- In January, staff will hold additional education sessions for employees enrolled in the Oak Plan



Questions?

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: October 21, 2025

SUBJECT

Consider approval of the minutes of the September 16, 2025 Regular Meeting and the September 30, 2025 Special Called Meeting.

BACKGROUND

The minutes draft is provided for review and formal approval by the City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – September 16, 2025 Regular Meeting Minutes
Exhibit 3 – September 30, 2025 Special Called Meeting Minutes

Respectfully submitted:

Ingrid Rex
Interim City Secretary

CITY OF DENTON CITY COUNCIL MINUTES
September 16, 2025

After determining that a quorum was present, the City Council convened in a Work Session on Tuesday, September 16, 2025 at 2:00 p.m. in the Council Work Session Room at City Hall.

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

ABSENT: None

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

The posted agenda noted the registration process for public participation at this meeting. However, there were no online registrations or call ins on any items on the agenda.

WORK SESSION

1. Citizen Comments on Consent Agenda Items

None

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

• Clarification: o None

• Pulled For Individual Consideration: o None

A. ID 25-470 Meeting Questions, Responses & Handouts

3. Work Session Reports

A. ID 25-363 Receive a report, hold a discussion and give staff direction regarding the City's Water Master Plan. [Estimated Presentation/Discussion Time: 45 minutes]

The item was presented, and discussion followed.

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

B. ID 25-1642 Receive a report, hold a discussion, and give staff direction on a resolution declaring June as Pride Month in the City of Denton. [Estimated Presentation/Discussion Time: 45 minutes]

The item was presented, and discussion followed.
Point of inquiry made by Council Member Holland for clarification on the letters LGBTQIA+. Staff provided clarification.

Following discussion, City Council consensus was to edit the language of the resolution, redistribute a draft resolution to all council members for their review, and add the proposed resolution to a future City Council agenda as an item on Individual Consent.

C. ID 25-1729 Receive a report, hold a discussion, and give staff direction regarding the proposed expenditures of the Tourist and Convention Fund (Hotel Occupancy Tax) for FY 2025-26. [Estimated Presentation/Discussion Time: 45 minutes]

The item was presented, and discussion followed.

Following discussion, City Council consensus was scenario 2, decreasing funding for the Ambassador Program, and contingency funds, and increasing the funding amounts for the Denton County Office of History and Culture, Denton Festival Foundation, Denton Holiday Festival Association, and Texas Veterans Hall of Fame Foundation.

The work session ended at 2:53 p.m.

REGULAR MEETING

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Regular Meeting on Tuesday, September 16, 2025, at 6:30 p.m. in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

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

ABSENT: None

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

The posted agenda noted the registration process for public participation at this meeting. However, there were no online registrations or call ins on any items on the agenda.

1. PLEDGE OF ALLEGIANCE

A. U.S. Flag
B. Texas Flag

2. PROCLAMATIONS/PRESENTATIONS

A. ID 25-1519 Proclamation: Denton Fire Department Achievement - ISO Class 1 Rating
PRESENTED

B. ID 25-1297 Proclamation: Good Neighbor Day
PRESENTED

C. ID 25-1442 Proclamation: United is the Way Month
PRESENTED

3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

A. Review of procedures for addressing the City Council.

B. Reports from members of the public shall be received through the following two (2) methods. A total of up to seven (7) speakers are permitted to provide public comment and may include any combination of prior registration and open microphone speakers.

1) Scheduled Citizen Reports from Members of the Public

A. ID 25-1641 Ms. Tracy Duckworth regarding homelessness.
PRESENTED

B. ID 25-1660 Ms. Vianca Anthony regarding electric bill payments.
NOT PRESENTED

C. ID 25-1711 Mr. Chris Watts regarding a report of the "Atomic Bingo Bash" to be held on October 23, 2025 by Serve Denton.
PRESENTED

D. ID 25-1708 Mr. Nathan Goldsmith regarding bad actors and contractors following disaster.
PRESENTED

E. ID 25-1743 Mr. Nick Stevens regarding a message from the John B. Denton Neighborhood Association.
PRESENTED

F. ID 25-1744 Mr. Richard Gladden regarding a proposed ordinance concerning city policy transparency.
PRESENTED

2) Additional Citizen Reports (Open Microphone)
None

4. CONSENT AGENDA

The Consent Agenda consisted of Items 4.A - J. During the Work Session held earlier in the day, no items were pulled for Individual Consideration.

Mayor Pro Tem Rumohr moved to adopt the Consent Agenda as presented. Motion seconded by Council Member Jester.

Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

B. ID 25-1248 Consider adoption of an ordinance of the City of Denton granting the Denton Main Street Association a noise exception for the Fall Twilight Tunes Series, which will be

held on Thursday, October 2, October 9, October 16, October 23, and October 30, 2025, from 6:00 p.m. to 7:30 p.m. at Wolff's Park - 108 Industrial Street; and providing an effective date. The Denton Parks, Recreation, and Beautification Board voted to approve (4-0).
ASSIGNED ORDINANCE NO. 25-1248

C. ID 25-1492 Consider adoption of an ordinance of the City of Denton authorizing the city manager to execute a facility use agreement between the City of Denton Parks and Recreation Department and SPAN Inc. for Meals on Wheels of Denton County; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1492

D. ID 25-1493 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a cooperative agreement with the Texas Parks and Wildlife Department for the Range Creek public hunting area; and providing an effective date. Park Board recommended approval. (5-0)
ASSIGNED ORDINANCE NO. 25-1493

E. ID 25-1365 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute an agreement between the City of Denton and the Children's Advocacy Center for North Texas, providing for client and clinical services to victims of child abuse and non-offending family members; providing for the expenditure of funds in the amount of $215,520; and providing for an effective date.
ASSIGNED ORDINANCE NO. 25-1365

F. ID 25-1470 Consider adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute a interlocal cooperation agreement with Denton County, Texas for the redesign costs in connection with future right-of-way for a parcel near Loop 288 East and Geesling Road associated with the Loop 288 East-US 380 Connector Project; providing for the expenditure of funds in the not-to-exceed amount of $75,000.00 therefor; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1470

G. ID 25-1394 Consider adoption of an ordinance of the City of Denton, Texas, authorizing the City Manager, or designee, to execute and deliver an agreement for the furnishing of and reimbursement for traffic signal equipment, between the City of Denton and the Texas Department of Transportation (TxDOT), at the intersections of US 377 at Fort Worth Drive, US 377 at US 77, and FM 428 at Kings Row; confirming reimbursement by TxDOT; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1394

H. ID 25-1604 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Preferred Technologies, LLC, for Genetec integrated security system services, including software, licenses, new installation, maintenance, repair, and parts inventory of corresponding security and access control hardware for all City buildings for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8858 - awarded to Preferred Technologies, LLC, for one (1) year, with the option for four (4)

additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $2,500,000.00).
ASSIGNED ORDINANCE NO. 25-1604

I. ID 25-1605 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Ray McCain Services Inc., for overhead door and gate services for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8859 - awarded to Ray McCain Services Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $1,511,831.00).
ASSIGNED ORDINANCE NO. 25-1605

J. ID 25-1606 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Techline, Inc., for the purchase of electric utility distribution hardware - fuses and arms to be stocked in the City of Denton Warehouse; providing for the expenditure of funds therefor; and providing an effective date (RFP 8864 - awarded to Techline, Inc., for one (1) year, with the option for two (2) additional one (1) year extensions, in the total three (3) year not-to-exceed amount of $600,000.00).
ASSIGNED ORDINANCE NO. 25-1606

5. PUBLIC HEARINGS

A. ID 24-2622 Hold a public hearing and receive citizen input on the FY 2025-26 Proposed Budget.

TAXPAYER IMPACT STATEMENT
FISCAL YEAR 2025-26
This taxpayer impact statement is required by Government Code § 551.043(c) to be posted on the notice of a meeting at which a governmental body will discuss or adopt a budget for the governmental body.

This Taxpayer Impact Statement shows the median-value homestead property in the City of Denton, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

Taxpayer Impact Statement	FY 2025 Adopted	FY 2026 No-New-Revenue Tax Rate	FY 2026 Proposed
Total tax rate (per $100 of value)	$0.585420	$0.554279	$0.595420
Median homestead taxable value	$379,836	$386,698	$386,698
Tax on average homestead	$2,223.64	$2,143.39	$2,302.48
Difference to Current Year Tax Bill		($80.25)	$78.84

There were no online registrations or call-ins on the item.

The item was presented and discussion followed.

The public hearing was opened. With no callers in the queue, the public hearing was closed.

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

B. AESA25-0001c Hold a public hearing and consider the adoption of an ordinance of the City of Denton, Texas approving an Alternative Environmentally Sensitive Area Plan to offset the removal of 0.23 acre of Environmentally Sensitive Areas (ESAs) on approximately 53.89 acres of land located north of Spencer Road and approximately 1,200 feet west of the intersection of Spencer Road and Loop 288 in the City of Denton, Denton County, Texas; adopting an amendment to the City's official Environmentally Sensitive Areas map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause; and providing an effective date. The Planning and Zoning Commission voted (5-0) to recommend approval of the request. Motion for approval by Commissioner Riggs and second by Commissioner McDuff. (AESA25-0001c, Spencer Road Industrial, Jennifer Rovezzi)
ORDINANCE NOT APPROVED

There were no online registrations or call-ins on the item.

The item was presented and discussion followed.

The public hearing was opened and comments received are noted on Exhibit A.

Following discussion, Council Member Jester moved to postpone the item indefinitely. Motion seconded by Council Member McGee.

Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

C. MPA24-0003d Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a City-initiated Comprehensive Plan Amendment to modify the Thoroughfare Map of the 2022 Mobility Plan, including but not limited to modifications to the functional classification of Eagle Drive between North Texas Blvd to South Carroll Blvd, Welch Street between Eagle Drive to West Oak Street, and Avenue A between Highway I-35E and Eagle Drive from Secondary Arterial to Collector. The general area of change is located south and east of the University of North Texas in the City of Denton, Denton County, Texas; adopting an amendment to the City's official mobility plan; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted 5-0 to recommend approval of the request. Motion for approval by Commissioner Riggs and seconded by Commissioner Dyer. (MPA24-0003, Eagle Drive, Avenue A, & Welch, Sahar Esfandyari).
ASSIGNED ORDINANCE NO. MPA24-0003

There were no online registrations or call-ins on the item.

The item was presented and discussion followed.

The public hearing was opened and citizen comments received are noted on Exhibit A.

Following discussion, Council Member McGee moved to adopt the item as presented. Motion seconded by Mayor Pro Tem Rumohr.

Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

D. Z25-0008a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification Planned Development 142, Hillcrest Center, to Planned Development - General Office (PD-GO) District including but not limited to establishing uses and standards on approximately 68 acres of land generally located east of North Interstate 35, north of Loop 288, and southwest of Highway 77 (North Elm Street) in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted 4-0 to recommend approval of the request. Motion for approval by Commissioner Dyer and second by Commissioner Garland. (Z25-0008a, CAT 35, Julie Wyatt)
ASSIGNED ORDINANCE NO. Z25-0008a

There were no online registrations or call-ins on the item.

The item was presented and discussion followed.

The public hearing was opened and comments received are noted on Exhibit A.

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

Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

6. ITEMS FOR INDIVIDUAL CONSIDERATION

A. S25-0009 Consider adoption of an ordinance of the City of Denton extending the approval period for a Specific Use Permit for a multifamily dwelling use originally approved via Ordinance S23-0005b for approximately 22.81-acres of land, generally located on the south side of Duchess Drive, approximately 742 feet west of Loop 288 in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing

for a penalty in the maximum amount of $2,000.00 for violations thereof; providing for severability and an effective date. (S25-0009, Olivo Apartments, Angie Manglaris)
ASSIGNED ORDINANCE NO. S25-0009

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

Citizen comments received are noted on Exhibit A.

Following discussion, Council Member Byrd moved to adopt the item as presented. Motion seconded by Mayor Pro Tem Rumohr. Motion carried.

AYES (4): Mayor Pro Tem Rumohr and Council Members Byrd, Jester, and McGee
NAYS (3): Mayor Hudspeth, and Council Members Beck and Holland

B. ID 25-1544 Consider adoption of an ordinance of the City of Denton by three separate votes, each being conducted on September 16, 2025, October 21, 2025, and December 2, 2025, and granting a nonexclusive gas franchise to Universal Natural Gas, LLC, for use of public rights-of-way in a designated area in the City of Denton for the purpose of constructing, maintaining and operating a system of pipelines and other facilities for the provision, transportation, distribution and conveyance of gas to customers in such designated area; authorizing execution of a franchise agreement between the City of Denton and Universal Natural Gas, LLC, providing for compensation to the City for the use of the public right of ways, providing terms, conditions and requirements related to the use of public rights-of-way in the City of Denton and to the construction, maintenance and operation of pipelines and other facilities for the provision, distribution and transportation of gas to customers in the designated area of the City of Denton; providing for publication; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1544

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

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

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

C. ID 24-2624 Consider adoption of an ordinance of the City of Denton, Texas, adopting the fiscal year 2025-2026 annual program of services (budget) and the capital improvement program of the City of Denton, Texas, for the fiscal year beginning on October 1, 2025 and ending on September 30, 2026; appropriating funds from available resources; ratifying all prior transfers made under the direction of the City Manager pursuant to Article VIII, Section

8.07 of the city charter of the City of Denton; requiring City Manager to file a copy of the budget with the City Secretary, Denton County Clerk and Texas Comptroller, and ensuring the record vote, budget and cover page is posted on the city's website; and declaring an effective date.

TAXPAYER IMPACT STATEMENT
FISCAL YEAR 2025-26
This taxpayer impact statement is required by Government Code § 551.043(c) to be posted on the notice of a meeting at which a governmental body will discuss or adopt a budget for the governmental body.

This Taxpayer Impact Statement shows the median-value homestead property in the City of Denton, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

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Median homestead taxable value	$379,836	$386,698	$386,698
Tax on average homestead	$2,223.64	$2,143.39	$2,302.48
Difference to Current Year Tax Bill		($80.25)	$78.84

ASSIGNED ORDINANCE NO. 24-2624

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

Following discussion, Council Member Beck moved to adopt the 2025-2026 Budget as presented. Motion seconded by Council Member Byrd. Motion passed unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

D. ID 24-2625 Consider adoption of an ordinance of the City of Denton, Texas, levying the ad valorem property tax of the City of Denton, Texas, for the year 2025, on all taxable property within the corporate limits of the City on January 1, 2025, and adopting a tax rate of $0.595420 per $100 of valuation for 2025; providing revenues for payment of current municipal maintenance and operation expenses and for payment of interest and principal on outstanding City of Denton debt; providing for limited exemptions of certain homesteads; providing for enforcement of collections; providing for a severability clause; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2625

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

Following discussion, Council Member Beck moved that the property tax rate be increased by the adoption of a tax rate of $0.595420, which is effectively a 7.4 percent increase in the tax rate, and to adopt the item as presented. Motion seconded by Council Member Byrd. Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

Council Member Beck moved to approve an Interest and Sinking Rate of $0.260640. Motion seconded by Council Member Byrd. Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

Council Member Beck moved to approve a Maintenance and Operations Rate of $0.334780. Motion seconded by Council Member Byrd. Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

E. ID 24-2626 Consider adoption of an ordinance of the City of Denton, Texas, approving the 2025 tax rolls; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2626

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

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

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

F. ID 24-2627 Consider adoption of an ordinance of the City of Denton, Texas, ratifying the adoption of the fiscal year 2025-2026 Annual Program of Services (Budget) and the Capital Improvement Program of the City of Denton, Texas, for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026 when the budget will raise more revenue from property taxes than last year's budget; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2627

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

Following discussion, Mayor Pro Tem Rumohr moved to adopt the item as presented. Motion seconded by Council Member Jester. Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

G. ID 24-2629 Consider adoption of an ordinance of the City of Denton, Texas, establishing the rates and fees for water and water service; repealing ordinance no. 24-235; providing for a repealer; providing for a severability clause; and, providing for an effective date.
ASSIGNED ORDINANCE NO. 24-2629

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

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

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

H. ID 24-2630 Consider adoption of an ordinance of the City of Denton, Texas, establishing the rates and fees for wastewater service; repealing ordinance no. 24-236; providing for a repealer; providing for a severability clause; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2630

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

Following discussion, Council Member Jester moved to adopt the item as presented. Motion seconded by Mayor Pro Tem Rumohr. Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

I. ID 24-2632 Consider adoption of 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. **ASSIGNED ORDINANCE NO. 24-2632**

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

Following discussion, Council Member Jester moved to adopt the item as presented. Motion seconded by Mayor Pro Tem Rumohr. Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

J. ID 25-1631 Consider adoption of an ordinance of the City of Denton adopting a schedule of fees for the Denton Public Library; superseding all prior ordinances establishing fees in conflict with such schedule; providing for severability; and providing for an effective date. **ASSIGNED ORDINANCE NO. 25-1631**

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

Following discussion, Council Member Jester moved to adopt the item as presented. Motion seconded by Mayor Pro Tem Rumohr. Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

K. ID 25-1633 Consider adoption of an ordinance adopting a schedule of fees for the use of the Denton Police Department public safety training center, firearms range, officer special event and off-duty/private event pay, and motor vehicle escorts for hire; providing for severability;

superseding all prior ordinances establishing fees in conflict with such schedule; and establishing an effective date.
ASSIGNED ORDINANCE NO. 25-1633

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

Following discussion, Council Member Jester moved to adopt the item as presented. Motion seconded by Mayor Pro Tem Rumohr. Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

L. ID 25-1637 Consider adoption of an ordinance adopting a schedule of fees for the Denton Fire Department; superceding all prior fees in conflict with such schedule; providing severability; providing a repealer; and establishing an effective date.
ASSIGNED ORDINANCE NO. 25-1637

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

Following discussion, Council Member Jester moved to adopt the item as presented. Motion seconded by Mayor Pro Tem Rumohr. Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

M. ID 25-1638 Consider adoption of an ordinance of the City of Denton adopting a schedule of fees, updating the existing charges and fees for use of City owned property and facilities, and for City services provided at or by Parks and Recreation; superseding prior fee schedules; providing severability and repealer clauses; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1638

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

There were no citizen comments on the item.

Following discussion, Mayor Pro Tem Rumohr moved to adopt the item as presented. Motion seconded by Council Member Jester. Motion carried unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

7. CONCLUDING ITEMS

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 9:16 p.m.

_____	_____
GERARD HUDSPETH	INGRID REX
MAYOR	INTERIM CITY SECRETARY
CITY OF DENTON, TEXAS	CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

EXHIBIT A - September 16, 2025 City Council Regular Meeting							
Name	**Last**	**Address**	**City**	**Agenda Item**	**Position**	**Method**	**Comments**
Griffin	Neal	6433 Woodland Drive	Dallas, TX	6.A	Support	In person	Applicant, Trumont Group
Aimee	Bissett	109 N. Elm	Denton, TX	5.B	Support	PH	Applicant
Rudi	Reineke	IES		5.B	Support	PH	Applicant
Tony	Maclin	IDI Logistics		5.B	Support	PH	Applicant
Laura	Coate	915 S. Welch St.	Denton, TX	5.C	Support	PH	
Miles	Terry	Jackson Shaw	Dallas, TX	5.D	Support	PH	Applicant
Crystal	Moulden-Lindsey	731 Londonerry Ln	Denton, TX	5.D	Support	PH	

CITY OF DENTON CITY COUNCIL MINUTES
September 30, 2025

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Work Session on Tuesday, September 30, 2025, at 2:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

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

ABSENT: None

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

The posted agenda noted the registration process for public participation at this meeting. However, there were no online registrations or call ins on any items on the agenda.

WORK SESSION

1. Citizen Comments on Consent Agenda Items

None

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

• Clarification:

o None

• Pulled For Individual Consideration:

o None

3. Work Session Reports

A. ID 25-1577 Receive a report, hold a discussion, and give staff direction regarding the Capital Improvements Advisory Committee. [Estimated Presentation/Discussion Time: 45 minutes]

The item was presented, and discussion followed.

Following discussion, City Council consensus was to make revisions to the ordinance and place it on a future Council agenda as an item on Individual Consent. Suggested changes to the committee's membership were for a minimum age requirement of 21 years, and a minimum residency in the City of Denton of 2 years. Consensus was for City Council to make the nomination for the Extra Territorial Jurisdiction (ETJ) member.

B. ID 25-1363 Receive a report, hold a discussion, and give staff direction regarding the City of Denton utility billing programs. [Estimated Presentation/Discussion Time: 45 minutes]

The item was presented, and discussion followed.

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

The work session ended at 2:58 p.m.

1. Closed Meeting:

The City Council convened into a Closed Meeting at 3:10 p.m. consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law, and the following items were considered in the order indicated:

F. ID 25-1804 Consultation with Attorneys - Under Texas Government Code Section 551.071. Consult with the City's attorneys regarding petitions for release from the City's Certificate of Convenience and Necessity, where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position.
DELIBERATED

A. ID 25-1661 Deliberations Regarding Certain Public Power Utilities Competitive Matters - Under Texas Government Code Section 551.086; Consultation with Attorneys - Under Texas Government Code Section 551.071. Receive information from staff regarding proposed wind resource and battery storage Power Purchase Agreements with Blue Summit I Wind, LLC and Tidwell Prairie IIA, LLC that include data stemming from public power utility competitive data; discuss, deliberate, and provide direction to staff regarding same. Consultation with City's attorney regarding issues associated with the above matter where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position in any administrative or potential litigation.
DELIBERATED

B. ID 25-1746 Deliberations regarding Economic Development - Under Texas Government Code Section 551.087. Receive a report and hold a discussion regarding the potential offer of a financial or other incentive to a business prospect code-named Project Chrome which the City seeks to have locate, stay, renovate, or expand in or near the territory of the City and with which the City is conducting economic development negotiations. This discussion shall include commercial and financial information, including an economic development incentive request the City has received from Project Chrome.
DELIBERATED

The closed meeting recessed for a short break at 5:24 p.m.

At 5:29 p.m. City Council convened in the Council Chambers for the presentation of two proclamations.

1. PROCLAMATIONS/PRESENTATIONS

A. ID 25-1385 Presentation of Resolution: Halloween Capital of Texas
PRESENTED

B. ID 25-1818 Proclamation: 31 Days of Halloween
PRESENTED

1. Closed Meeting (continued):

The Council reconvened into a Closed Meeting at 5:49 p.m. and the following items were considered:

C. ID 25-1528 Deliberations regarding Economic Development - Under Texas Government Code Section 551.087. Receive a report and hold a discussion regarding the potential offer of a financial or other incentive to a business prospect code-named Project Striped Shirt which the City seeks to have locate, stay, renovate, or expand in or near the territory of the City and with which the City is conducting economic development negotiations. This discussion shall include commercial and financial information, including an economic development incentive request the City has received from Project Striped Shirt.
DELIBERATED

D. ID 25-1598 Deliberations regarding Real Property - Under Texas Government Code Section 551.072; Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to the potential purchase of real property situated in the Mary L. Austin Survey, Abstract Number 4, in the City of Denton, Denton County, Texas, located near Shady Oaks Drive and Spencer Road, where a public deliberation of such potential purchase would have a detrimental effect on the City's position in negotiations with a third party.
DELIBERATED

E. ID 25-1777 Deliberations regarding Real Property - Under Texas Government Code, Section 551.072. Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to the potential acquisition of real property interests situated in the WM Crenshaw Survey, Abstract No. 318, Denton County, Texas, and located generally along Mingo Road, near North Ruddell Street, where a public deliberation of such potential purchase would have a detrimental effect on the City's position in negotiations with a third party. This agenda item is related to Consent Agenda item ID 25-1777 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.
DELIBERATED

The closed meeting ended at 6:15 p.m. No votes or actions were taken during the closed meeting.

SPECIAL CALLED MEETING

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Special Called Meeting on Tuesday, September 30, 2025, at 6:20pm in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

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

ABSENT: None

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

The posted agenda noted the registration process for public participation at this meeting. However, there were no online registrations or call ins on any items on the agenda.

No citizen comments were received.

2. CONSENT AGENDA

The Consent Agenda consisted of Items 2.A - BG. During the Work Session held earlier in the day, no items were pulled for Individual Consideration.

Council Member Beck moved to adopt the Consent Agenda as presented. Motion seconded by Mayor Pro Tem Rumohr.

Motion passed unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

A. ID 25-090 Consider a nomination/appointment to the City of Denton Parks, Recreation & Beautification Board.
APPROVED
APPOINTMENT IS LISTED ON EXHIBIT A

B. ID 25-1770 Consider a nomination/appointment to the City of Denton Health and Building Standards Commission.
APPROVED
APPOINTMENT IS LISTED ON EXHIBIT A

C. ID 25-1771 Consider approval of a resolution of the City of Denton excusing the September 8, 2025, meeting absence of a Historic Landmark Commission member; and providing an effective date.
ASSIGNED RESOLUTION NO. 25-1771

D. ID 25-1422 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Children's Advocacy Center for North Texas to provide General Fund Dollars for Direct Client Services in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $40,388.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1422

E. ID 25-1423 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Court Appointed Special Advocates of Denton County, Inc. to provide General Fund Dollars for Court Advocacy in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $35,340.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1423

F. ID 25-1425 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Communities In Schools of North Texas to provide General Dollars for Case Management in Denton, Texas, authorizing the expenditure of funds in an amount not to exceed $35,340.00 and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1425

G. ID 25-1426 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Cumberland Youth and Family Services to provide General Fund Dollars for Community Counseling Program in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $16,155.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1426

H. ID 25-1427 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Denton Christian Pre-School Inc. to provide General Fund Dollars for Early Childhood Education in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $30,291.00; and providing an effective date. The Community Services Advisory Committee recommends approval (4-0-1).
ASSIGNED ORDINANCE NO. 25-1427

I. ID 25-1428 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Paisley Street Preschool to provide General Fund Dollars for Early Childhood Education in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $15,145.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1428

J. ID 25-1429 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Denton County MHMR Center to provide General Fund Dollars for the Local Outreach to Suicide Survivors (LOSS) Program in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $30,291.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1429

K. ID 25-1430 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Giving Grace, Inc. to provide General Fund Dollars for Supportive Services in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $36,854.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1430

L. ID 25-1431 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Denton County Friends of the Family Inc. to provide Community Development Block Grant Funds for Emergency Shelter for Victims of Domestic Violence in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed amount of $45,437.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1431

M. ID 25-1432 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Health Services of North Texas Inc. to provide Community Development Block Grant Funds for Primary Healthcare Services Program in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $50,485.00; and providing an effective date. The Community Services Advisory Committee recommends approval (4-0-1).
ASSIGNED ORDINANCE NO. 25-1432

N. ID 25-1433 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Opening Doors International Services, Inc. to provide General Fund Dollars for Removing Access Barriers to Immigration Legal Services in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $15,145.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1433

O. ID 25-1434 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Our Daily Bread, Inc. to provide General Fund Dollars for Case Management in Denton. Texas; authorizing the expenditure of funds in an amount not to exceed $39,378.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1434

P. ID 25-1435 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and PediPlace to provide General Fund Dollars for Access to Primary Healthcare in Pediatrics in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $35,339.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1435

Q. ID 25-1436 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and SPAN Incorporated to provide Community Development Block Grant Funds and General Fund Dollars for Senior Nutrition Program in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $25,243.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1436

R. ID 25-1437 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Refuge for Women, Inc. to provide General Fund Dollars for Long-Term Residential Care for Survivors of Trafficking in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $15,360.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1437

S. ID 25-1438 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and The Salvation Army to provide General Fund Dollars for KARE Kitchen and Food Pantry in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $25,242.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1438

T. ID 25-1440 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Denton County Friends of the Family, Inc. to provide Community Development Block Grant Funds for a Transitional Housing Repair Project in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed amount of $53,000.00; and providing an effective date. The Community Services Advisory Committee recommends approval (5-0).
ASSIGNED ORDINANCE NO. 25-1440

U. ID 25-1446 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Giving Grace Inc. to provide General Fund Dollars for Street Outreach program furthering the coordinated system of homelessness assistance in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $125,450.00; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1446

V. ID 25-1447 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and United Way of Denton County, Inc. to provide General Fund Dollars for a coordinated system of homeless assistance programs in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $80,000.00; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1447

W. ID 25-1448 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and United Way of Denton County, Inc. to provide General Fund Dollars for the Barriers Fund Program in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $80,000.00; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1448

X. ID 25-1449 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and United Way of Denton County, Inc. to provide General Fund Dollars for Homeless Management Information System licenses in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $18,000.00; and providing for an effective date.
ASSIGNED ORDINANCE NO. 25-1449

Y. ID 25-1452 Consider adoption of an ordinance of the City of Denton, Texas, approving the Minor Home Repair Program; authorizing the expenditure of federal Community Development Block Grant Funds for projects meeting the program guidelines and eligibility criteria; delegating the authority to administer the program to the Director of Community Services; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1452

Z. ID 25-1614 Consider adoption of an ordinance by the City of Denton authorizing the City Manager to execute Amendment No. 1 to the Interlocal Cooperation Agreement with Denton County, Texas providing for the additional 2022 Denton County Transportation Road Improvement Program (TRIP 2022) reimbursement funding for the City's Bonnie Brae Phase 3 Widening and Reconstruction Project, in an amount not to exceed Four Million and NO/100 ($4,000,000.00) Dollars; authorizing the expenditure of funds not to exceed Four Million and NO/100 ($4,000,000.00) Dollars (Project Total $6,851,785.00); and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1614

AA. ID 25-1745 Consider adoption of an ordinance by the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute an authorization and reimbursement agreement for public road crossing improvements- surface, signal and signal interconnect with the Union Pacific Railroad Company ("UPRR'), a Delaware Post 723.03 (Choctaw Subdivision) City of Denton, Denton County, Texas for the City's Bonnie Brae Phase 2 at Vintage Blvd for the Capital Projects Department providing for the expenditure of funds in an amount not-to-exceed Seven Hundred Seventy-Eight Thousand Three Hundred and Six Dollars and NO/100 ($778,306.00); providing for an effective date.
ASSIGNED ORDINANCE NO. 25-1745

AB. ID 25-1684 Consider adoption of an ordinance of the City of Denton, Texas, amending the expenditure of funds to authorize an increase of $112,218.15 for the payment of wholesale transmission charges to American Electric Power; declaring a public purpose; and providing an effective date. The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1684

AC. ID 25-1274 Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment, and quitclaim a public drainage easement being approximately 0.246-acre, situated in the B. Merchant Survey, Abstract number 800, recorded by County Clerk document number 2008-72527, Real Property Records, Denton County, Texas granted to the City of Denton by Herschel V. Forester, trustee, and 0.0981 acres of a 1.731-acre public drainage easement, situated in the B. Merchant survey, Abstract number 800, recorded by County Clerk document number 2005-155058, Real Property Records, Denton County, Texas granted to the City of Denton by Herschel V. Forester, trustee; providing for the quitclaim thereof to Cyrene at Hickory Creek llc, a Texas limited liability company; providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the conveyance of a easement and/or facilities to the City of Denton; providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton and providing for a severability and an effective date. (Barrel Strap Residential Development-Drainage Easement Abandonments)
ASSIGNED ORDINANCE NO. 25-1274

AD. ID 25-1599 Consider adoption of an ordinance of the City of Denton determining the public use, need and necessity for the acquisition of approximately 9.218 acres of land located along Shady Oaks drive, in the Mary L. Austin Survey, Abstract Number 4, City and County of Denton, Texas, from Giro Realty investments, ltd. a Texas limited partnership, recorded by County clerk Document Number 2018-75451, Real Property Records, Denton County, Texas; for the purpose of future expansion of the Denton Municipal Electric campus; authorizing the expenditure of Funds to not exceed Four million Three Hundred Sixteen Thousand Five Hundred Twelve dollars and 86/100 ($4,316,512.86) for the 9.218 Acres and associated closing costs; and providing for a severability and an effective date.
ASSIGNED ORDINANCE NO. 25-1599

AE. ID 25-1600 Consider adoption of an ordinance of the City of Denton determining the public use, need and necessity for the acquisition of approximately 3.682 acres of land located along Spencer Road, in the Mary L. Austin Survey, Abstract Number 4, City and County of Denton, Texas, from Medanjo Partners, ltd. a Texas limited partnership, recorded by County Clerk Document Number 2018-75291, Real Property Records, Denton County, Texas; for the purpose of future expansion of the Denton Municipal Electric campus; authorizing the expenditure of funds to Not exceed One Million Seven Hundred Twenty-Four Thousand One Hundred Seventy Dollars and 14/100 ($1,724,170.14) for the 3.682 acres and associated closing costs; and providing for a severability and an effective date.
ASSIGNED ORDINANCE NO. 25-1600

AF. ID 25-1668 Consider adoption of an ordinance of the City of Denton determining the public use, need and necessity for the acquisition of approximately 0.5244 acres of land, more or less, being located at 1425 Mingo Rd. in the William Crenshaw survey, abstract No. 318, in the City and County of Denton, Texas, From Calvin W. Gothard ("Owner"), recorded by county clerk documents Volume 344 Page 509 and 2005-33431, Real property records, Denton county, Texas; for the purpose of adding embankment to raise the elevation of both Mingo Road and Ruddell Street for the planned crossing of Ruddell Street over the Union Pacific Railroad ("UPRR") rail, adding A 10-foot trail adjacent to the property, drainage utility work, street lighting and a new traffic signal to create the Mingo-quiet Zone; authorizing the expenditure of funds not to exceed Two Hundred and Fifty-Five Thousand and No/100 Dollars ($255,000.00) for the .5244 acres and associated closing costs; Providing for severability; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1668

AG. ID 25-1535 Consider adoption of an ordinance of the City of Denton approving and authorizing the City Manager or their designee to execute an Interlocal Cooperation Agreement between the City of Denton and Denton County for Fire Protection and Emergency Ambulance Services for the period of October 1, 2025 through September 30, 2027 in the amount of $266,070; and declaring an effective date.
ASSIGNED ORDINANCE NO. 25-1535

AH. ID 25-1507 Consider adoption of an ordinance of the City of Denton ratifying the submission of an application to the State of Texas, Office of the Governor, 2025 Urban Area Security Initiative (UASI) grant program funded through the US Department of Homeland Security in the amount of $137,338.33 for mobile barricades; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1507

AI. ID 25-1632 Consider adoption of an ordinance of the City of Denton approving an agreement between the City of Denton and Theatre Denton, Inc., providing funding for utility services for a rehearsal space; authorizing the City Manager to execute the agreement; approving the expenditure of funds therefor; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1632

AJ. ID 25-1634 Consider adoption of an ordinance approving an agreement between the City of Denton and The Greater Denton Arts Council, Inc., Denton Community Theater, Inc., dba Theatre Denton, Inc., regarding providing for utility services, and facility and maintenance services in consideration for the valuable cultural and public services provided by both entities; authorizing the City Manager to execute the amendment; approving the expenditure of funds therefor; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1634

AK. ID 25-1639 Consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the U.S. Department of Transportation (USDOT) Build America Bureau's Fiscal Years 24-26 Innovative Finance and Asset Concession (IFAC) Grant Program in the amount of $1,000,000 to develop an Intelligent Transportation Systems (ITS) Master Plan: and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1639

AL. ID 25-1619 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to take all necessary actions and execute a grant agreement with the State of Texas acting through the Texas Department of Transportation for a Routine Airport Maintenance Program (RAMP) 2026 Grant in the amount of $100,000.00 and City's matching funds of $11,111.11 for Denton Enterprise Airport maintenance costs and other incidental items; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1619

AM. ID 25-1736 Consider adoption of an ordinance of the City of Denton approving and authorizing the execution of City Council contingency fund donation agreements between the City of Denton and Ranch Hands Rescue ($300), Cumberland Youth and Family Services ($100), Denton County Friends of the Family ($200), Denton Freedom House - Zera Coffee ($100), Siti and Jido Park Foundation, Inc. - Lifeworks Community ($200), Project Hope Denton - Hands of Hope ($300), Texas Veterans Hall of Fame ($950), Greater Denton Arts Council, Inc., ($1,700), Denton Community Food Center ($700), Interfaith Ministries ($500), Serve Denton ($500), and Denton Holiday Festival Association ($850), which are nonprofit organizations located within the City of Denton and designated for donations by individual council members; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends approval (3-0).
ASSIGNED ORDINANCE NO. 25-1736

AN. ID 25-1702 Consider approval of a resolution of the City of Denton amending Policy No. 506.12 "Covered Applications" to provide for compliance with the Governor's mandates banning specific covered applications from City owned Electronics and Devices in accordance with Chapter 620 of the Texas Government Code; and declaring an effective date.
ASSIGNED RESOLUTION NO. 25-1702

AO. ID 25-1650 Consider adoption of an ordinance of the City of Denton approving the Fiscal Year 2025-26 Annual Internal Audit Plan; and providing an effective date.
ASSIGNED ORDINANCE NO. 25-1650

AP. ID 25-1689 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a Professional Services Agreement between the City of Denton and Power Engineers, Inc., amending the contract approved by City Council on October 18, 2022, in the not-to-exceed amount of $1,815,181.00, said first amendment for the conversion of Geometric Network to Utility Network for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-002 - providing for an additional first amendment expenditure amount not-to-exceed $485,000.00, for a total contract amount not-to-exceed $2,300,181.00). The Public Utilities Board recommends approval (5 - 0).
ASSIGNED ORDINANCE NO. 25-1689

AQ. ID 25-1690 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a Professional Services Agreement between the City of Denton and Burns & McDonnell Engineering Company, Inc., amending the contract approved by City Council on November 19, 2024, in

the not-to-exceed amount $434,596.00, said first amendment to provide project support services and Maximo support specialists for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-015 - providing for an additional first amendment expenditure amount not-to-exceed $145,048.00, for a total contract amount not-to-exceed $579,644.00). The Public Utilities Board recommends approval (5 - 0).
ASSIGNED ORDINANCE NO. 25-1690

AR. ID 25-1691 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Chemrite, Inc., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 - awarded to Chemrite, Inc., 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 $781,000.00). The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1691

AS. ID 25-1692 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Gasochem International, LLC., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 - awarded to Gasochem International, LLC., 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 $220,000.00). The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1692

AT. ID 25-1693 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Pencco, Inc., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 - awarded to Pencco, Inc., 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 $5,083,100.00). The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1693

AU. ID 25-1694 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Petra Chemical Company LLC, for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 - awarded to Petra Chemical Company LLC, 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 $5,555,000.00). The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1694

AV. ID 25-1695 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Polydyne, Inc., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 - awarded to Polydyne, Inc., 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 $2,828,000.00). The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1695

AW. ID 25-1696 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with PVS DX, Inc., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 - awarded to PVS DX, Inc., 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 $4,301,000.00). The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1696

AX. ID 25-1697 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with PVS Technologies, Inc., for the purchase of water and wastewater chemicals for the Water Production and Reclamation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8823 - awarded to PVS Technologies, Inc., 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 $6,050,000.00). The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1697

AY. ID 25-1699 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to approve a pre-qualified professional services list of various types of engineers for Denton Municipal Electric; and providing an effective date (RFQ 8837 - for a three (3) year term). The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1699

AZ. ID 25-1700 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract extension between the City of Denton and Gallagher Bassett Services, Inc., for one (1) year, to continue third party administration services to manage workers' compensation claims for employee injuries under the City's self-funded workers' compensation program; and declaring an effective date (File 7553 - extending a contract with Gallagher Bassett Services, Inc., for a one (1) year term).
ASSIGNED ORDINANCE NO. 25-1700

BA. ID 25-1701 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with 3C Industrial, LLC, for air compressor services for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8856 - awarded to 3C Industrial, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $2,007,289.00).
ASSIGNED ORDINANCE NO. 25-1701

BB. ID 25-1704 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Construction Manager at Risk contract with Archer Western Construction, LLC, for pre-construction services of the Ray Roberts Water Treatment Plant Expansion Project for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8590 - awarded to Archer Western Construction, LLC, in the not-to-exceed amount of $1,500,000.00). The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1704

BC. ID 25-1710 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with CEI Engineering Associates, Inc., for the planning and design of a boating/kayak dock for the Parks and Recreation Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8630 - Professional Services Agreement for planning and design services awarded to CEI Engineering Associates, Inc., in the not-to-exceed amount of $90,000.00).
ASSIGNED ORDINANCE NO. 25-1710

BD. ID 25-1713 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a Professional Services Agreement between the City of Denton and Black & Veatch Corporation, amending the contract approved by the City Council on March 21, 2023, in the not-to-exceed amount of $185,687.00; amended by Amendment 1 approved by Purchasing; said second amendment to provide additional Advanced Metering Infrastructure (AMI) Implementation Program Oversight and Deployment Program Management for the Water Metering Department; providing for the expenditure of funds therefor; and providing an effective date (File 7574-023 - providing for an additional second amendment expenditure amount not-to-exceed $392,750.00, with the total contract amount not-to-exceed $614,353.00). The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1713

BE. ID 25-1759 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute an Interlocal Cooperative Purchasing Agreement with the University of North Texas, under the Government Code, Chapter 791.001, for gymnasium rental space for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (File 8876 - awarded to the University of North Texas, in the five (5) year not-to-exceed amount of $500,000.00).
ASSIGNED ORDINANCE NO. 25-1759

BF. ID 25-728 Consider approval of a resolution of the City of Denton, Texas, a Texas home-rule municipal corporation, adopting the City of Denton Water Master Plan; superseding all previously adopted water master plans; and declaring an effective date.
ASSIGNED RESOLUTION NO. 25-728

BG. ID 25-1811 Consider approval of a resolution of the City of Denton, a Texas Home Rule Municipal Corporation, authorizing the use of Risk Level 5 control measures pursuant to the City's Mosquito Surveillance and Response Plan - 2025 Season; and declaring an effective date.
ASSIGNED RESOLUTION NO. 25-1811

3. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ID 25-1520 Consider approval of a resolution of the City of Denton nominating members to the Board of Directors of the Denton Central Appraisal District; and providing an effective date.
ASSIGNED RESOLUTION NO. 25-1520

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

No citizen comments were received.

Following discussion, Council Member McGee moved to adopt the item as presented. Motion seconded by Mayor Hudspeth. Motion passed unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

B. ID 25-1663 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation ("Denton") providing for, authorizing, and approving the execution by the City Manager of the Power Purchase Agreement ("PPA") between Denton and Tidwell Prairie IIA, LLC ("Tidwell Prairie"); authorizing the acceptance and approval by the City Manager of the Letter of Credit or other credit support issued on behalf of Tidwell Prairie further securing the obligations of Tidwell Prairie to Denton for the benefit of Denton; approving the execution of such other and further related documents deemed necessary to effectuate the transactions allowed under this agreement by the City Manager, which are incident to or related to the PPA; finding that the purchase of capacity and energy made by Denton under the terms of the PPA are in the public welfare; authorizing the expenditure of funds; determining that specific information contained in documents involved in this transaction pertain to a "Competitive Electric Matter" as set forth under the provisions of §551.086 and §552.133 of the Texas Government Code, as amended; allowing the public to inspect and reproduce the PPA as redacted; and providing an effective date. The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1663

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

No citizen comments were received.

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

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

C. ID 25-1665 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation ("Denton") providing for, authorizing, and approving the execution by the City Manager of the Power Purchase Agreement ("PPA") between Denton and Blue Summit I Wind, LLC ("Blue Summit"); authorizing the acceptance and approval by the City Manager of the Letter of Credit or other credit support issued on behalf of Blue Summit further securing the obligations of Blue Summit to Denton for the benefit of Denton; approving the execution of such other and further related documents deemed necessary to effectuate the transactions allowed under this agreement by the City Manager, which are incident to or related to the PPA; finding that the purchase of capacity and energy made by Denton under the terms of the PPA are in the public welfare; authorizing the expenditure of funds; determining that specific information contained in documents involved in this transaction pertain to a "Competitive Electric Matter" as set forth under the provisions of §551.086 and §552.133 of the Texas Government Code, as amended; allowing the public to inspect and reproduce the PPA as redacted; and providing an effective date. The Public Utilities Board will consider this item on Monday, September 29, 2025.
ASSIGNED ORDINANCE NO. 25-1665

There were no online registrations or call-ins on the item.

The item was presented, and discussion followed.

No citizen comments were received.

Following discussion, Mayor Pro Tem Rumohr moved to adopt the item as presented. Motion seconded by Council Member Beck. Motion passed unanimously.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Rumohr and Council Members Beck, Byrd, Holland, Jester, and McGee
NAYS (0): None

4. CONCLUDING ITEMS

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 6:39 p.m.

_____	_____
GERARD HUDSPETH	INGRID REX
MAYOR	INTERIM CITY SECRETARY
CITY OF DENTON, TEXAS	CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

EXHIBIT A - BOARDS & COMMISSIONS - APPOINTEES
September 30, 2025

BOARD/COMMITTEE/ COMMISSION	COUNCIL PLACE	NOMINATED BY CCM	APPOINTED	PRESENT TERM	NEW TERM	STATUS & QUALIFICATION OR PREFERENCE, IF ANY
Parks, Recreation and Beautification Board	1	Byrd	Joshua Taylor	N/A	September 1, 2025 through August 31, 2027	New member
Health & Building Standards Commission	4	Holland	Leonard Doug Ferguson	N/A	Unexpired Term: July 1, 2024 through June 30, 2026	New member. Representative from electrical Industry.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Airport**

ACM: **Frank Dixon**

DATE: **October 21, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton approving a Consent to Collateral Assignment of an Airport Land Lease Agreement covering property at 1945 Matt Wright Lane, between Sykes-Vaughan Investments, LLC and Huntington National Bank; and providing an effective date. Airport Advisory Board recommends approval (5-0).

BACKGROUND

The Sykes-Vaughan Investments, LLC lease agreement is a 30-year agreement commencing on May 15, 1997, approved by City Council May 20, 1997. The lease agreement has two (2) additional ten (10) year options, which can be exercised at the Lessee's sole discretion, extending the lease to May 14, 2047. The land lease contains one (1) 14,400 square foot two-story building.

The City of Denton has received a request from Sykes-Vaughan Investments, LLC and Huntington National Bank for the execution of a Collateral Assignment of Airport Land Lease. This assignment pertains to property leased by Sykes-Vaughan Investments, LLC at Denton Enterprise Airport and is intended to secure a lien. The City Attorney's Office has reviewed and approved the form of the associated document, which is attached to the proposed ordinance. (**Exhibit 2**).

STAFF RECOMMENDATION

Airport Staff recommends approval of the Consent to Collateral Assignment **(Exhibit 2)**.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

May 20, 1997:	City Council approved Airport Land Lease Agreement, Ordinance 97-148
February 20, 2024:	City Council approved Airport Lease Assignment, Ordinance 24-247
October 8, 2025:	Airport Advisory Board recommended approval of consent to collateral assignment (5-0)

FISCAL INFORMATION

This property lease is for 0.7438 acres of land for a current annual lease rate of $22,107.55. The annual lease rate is based on price per square foot and the US Department of Labor Bureau of Labor Statistics Consumer Price Index (CPI-U), adjusted every two years. The next CPI-U adjustment(s) will occur on May 1, 2026.

An administrative fee of $1,000.00 has been received from the Assignor.

EXHIBITS

1. Agenda Information Sheet
2. Ordinance – Consent to Collateral Assignment
3. Lessee Information

Respectfully submitted:
Ryan Adams, C.M.
Airport Director

Docusign Envelope ID: DDE782DE-94A2-4E11-9851-A1A79EE8809A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING A CONSENT TO COLLATERAL ASSIGNMENT OF AN AIRPORT LAND LEASE AGREEMENT COVERING PROPERTY AT 1945 MATT WRIGHT LANE, BETWEEN SYKES-VAUGHAN INVESTMENTS, LLC AND HUNTINGTON NATIONAL BANK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sykes-Vaughan Investments, LLC ("Sykes-Vaughan") is the current Lessee of 1945 Matt Wright Lane, property at the Denton Enterprise Airport owned by the City of Denton, a Texas home-rule municipal corporation (the "City"), as originally leased to Hangar 10 Flying Museum on May 20, 1997, and subsequently assigned to Sykes-Vaughan; and

WHEREAS, the Lessee has agreed to collaterally assign its interest in the Lease to Huntington National Bank ("Bank") as evidenced by that certain Deed of Trust; and

WHEREAS, the Lease requires written consent of the City for the Collateral Assignment to be effective and Sykes-Vaughan Investments, LLC has requested the City for such consent; and

WHEREAS, at the October 8, 2025, meeting of the Airport Advisory Board, the board recommended that the City approve the Consent by a vote of 5-0; and

WHEREAS, the City Council deems it in the public interest to give consent to the collateral assignment contemplated above; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute a Consent to the Collateral Assignment of Lease in the form attached hereto as Exhibit "A" and made a part of this ordinance for all purposes.

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

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

Docusign Envelope ID: DDE782DE-94A2-4E11-9851-A1A79EE8809A

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

Docusign Envelope ID: B0835ABE-DFB9-4FFD-8C59-E215B6D3D79C

CONSENT TO COLLATERAL ASSIGNMENT OF LEASE

This Consent to Collateral Assignment of Lease (the "Consent") is made between the City of Denton, Texas, a Texas home rule municipal corporation ("City" or "Landlord"), Sykes-Vaughan Investments, LLC, a Texas Limited Liability Company ("Assignor") and Huntington National Bank, a National Banking Association ("Assignee").

WHEREAS, the City is the sole owner and landlord of a pad site at Denton Enterprise Airport located at 1945 Matt Wright Lane, Denton, Texas 76207 (the "Property"); and

WHEREAS, the Property is subject to a ground lease, described as the Airport Lease Agreement dated May 20, 1997, between the City and Hangar 10 Flying Museum, as subsequently amended and assigned to Sykes-Vaughan Investments, LLC (collectively, the "Lease" and the property rights granted thereunder the "Leasehold Estate"); and

WHEREAS, Assignee provided financing for the purchase of the Leasehold Estate and certain improvements on such ground leased property; and

WHEREAS, for the purpose of securing and enforcing the payment obligations of Assignor to Assignee, Assignor now wishes to collaterally assign the Lease to the Assignee through the Leasehold Deed of Trust attached hereto as **Exhibit A** (the "Leasehold Deed of Trust"); and

WHEREAS, Section IX.C of the Lease provides preconditions that must be met before the City will consent to a collateral assignment and those preconditions have been satisfied or are satisfied herein;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby consents to Assignor's collateral assignment of the Leasehold Estate to Assignee, through the Leasehold Deed of Trust (the "Collateral Assignment") attached as Exhibit "A," under the following terms and conditions:

1. Assignor shall pay to the City a transfer fee of One Thousand Dollars ($1,000.00) in connection with the City providing its consent to the Collateral Assignment of the Leasehold Estate.

2. Assignor will pay or will have Assignee pay for all of the City's administrative costs for handling and processing the Collateral Assign.

3. Assignee certifies that it has reviewed the Lease and accepts the provisions applicable to the Assignee as Lender as defined therein, including but not limited to Section IX.C.

4. Assignee shall give the City copies of any written notice which Assignee gives to Assignor of any default by Assignor under any financing agreement, promissory note, or the Collateral Assignment at the same time it gives notice to the Assignor. Any such notice shall be delivered as follows:

Docusign Envelope ID: B0835ABE-DFB9-4FFD-8C59-E215B6D3D79C

City Manager
City of Denton
215 E. McKinney
Denton, Texas 76201

with copies to:

Airport Manager
Denton Enterprise Airport
5000 Airport Road
Denton, Texas 76207

City Attorney
City of Denton
215 E. McKinney
Denton, Texas 76201

5. The City agrees to provide Assignee a contemporaneous copy of all written notices provided to Assignor under the Lease. Wherein a notice of default or breach has been provided by the City to Assignor and Assignee, Assignee shall be entitled, at its option, to cure such default or breach, and the City shall accept such cure from Assignee. If the default or breach is not cured as provided under the Lease, the City shall have the remedies available to it as set out therein. Any notice to be delivered from City to Assignee shall be delivered to the following:

   Huntington National Bank
   Attn: Legal Department
   41 S. High Street
   Columbus, OH 43215

6. Should Assignee foreclose or otherwise obtain Assignor's rights and interest in the Leasehold Estate, the City will not unreasonably withhold its consent to an assignment by Assignee to future successors upon being provided with the potential successor's (i) financial statement, (ii) confirmation of no outstanding taxes, liens, or judgments, and (ii) a demonstrated history of aviation experience. The City shall be the sole judge of any potential successor's qualifications, which shall be reasonably exercised.

7. In the event of any inconsistency between the terms and conditions of the Lease and the terms and conditions of this Consent, then the Lease shall govern and control.

8. If any provisions of this Consent shall be held or deemed to be illegal, inoperative, or unenforceable, the same shall not affect any other provisions contained herein; the remaining provisions to remain in full force and effect.

Docusign Envelope ID: B0835ABE-DFB9-4FFD-8C59-E215B6D3D79C

9. The City hereby represents and warrants that this Consent is made with proper authority under ordinance.

10. Assignee, its authorized representatives or agents, may, upon reasonable advanced notice (written or oral) to Assignor and City and at any reasonable times, enter the Property for the purposes of inspecting, repairing, or removing personal property. Assignee may further, upon reasonable advanced written notice to City and Assignor and at reasonable times, enter upon the Property to exhibit or conduct a sale(s) of any or all of the collateral pledged to Assignee, subject to the City's interests under the Lease.

11. This Consent shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any action related to this Consent shall be solely in a court of competent jurisdiction in Denton County, Texas.

12. This Consent will bind and inure to the benefit of the parties, their heirs, executors, administrators, successors in interest, and assigns.

IN WITNESS HEREOF, the parties have executed this Consent as of the date written below.

[*Signatures on following page*]

Docusign Envelope ID: B0835ABE-DFB9-4FFD-8C59-E215B6D3D79C

Dated: _____

ASSIGNOR:

Sykes-Vaughan Investments, LLC, a Texas limited liability company

By: DocuSigned by: J. Micheal Sykes 279DCD70F873462...
Name: J. Micheal Sykes
Title: CEO

ASSIGNEE:

Huntington National Bank, a national banking association

By: Signed by: Jake Coursey 7868B0490409460...
Name: Jake Coursey
Title: SVP

CITY OF DENTON
Landlord

By: _____
Name: _____
Title: _____

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND UCC FINANCING STATEMENT FOR FIXTURE FILING

(Texas)

by

SYKES-VAUGHAN INVESTMENTS LLC, a Texas limited liability company**,**
as Grantor,

to

JAKE D. COURSEY,
as Trustee,

for the benefit of
THE HUNTINGTON NATIONAL BANK,
as Beneficiary

This Instrument shall be effective as a
UNIFORM COMMERCIAL CODE FINANCING STATEMENT FILED AS A FIXTURE FILING

By Debtor:	Sykes-Vaughan Investments LLC 4850 Spartan Drive Denton, Texas 76207 Attn: Justin Sykes
To Secured Party:	The Huntington National Bank 15305 Dallas Parkway, Floor 12 Addison, TX 75001 Attn: Cyndy Hackman

This Financing Statement covers goods described herein by item or type some or all of which are affixed or are to be affixed to the real property described in Exhibit A attached hereto.

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING PLEASE RETURN TO:
Bell Nunnally & Martin LLP
2323 Ross Ave., Suite 1900
Dallas, Texas 75201
Attn: William A. DeLoach

(Denton County)

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EXHIBITS

Exhibit A Legal Description

LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND UCC FINANCING STATEMENT FOR FIXTURE FILING

STATE OF TEXAS §
§
COUNTY OF DENTON §

This LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND UCC FINANCING STATEMENT FOR FIXTURE FILING (as amended, restated, or supplemented, this "***Deed of Trust***") is executed by Sykes-Vaughan Investments LLC, a Texas limited liability company ("***Grantor***"), to Jake D. Coursey, Trustee (the "***Trustee***") for the benefit of The Huntington National Bank ("***Beneficiary***"), and is to be effective as of [*], 2025.

ARTICLE 1

DEFINITIONS AND TERMS

1.1 Defined Terms. Unless otherwise defined in this Deed of Trust, or unless the context otherwise requires, each capitalized term used in this Deed of Trust shall have the meaning given such term in the Credit Agreements (defined below). As used in this Deed of Trust, the following terms shall have the following meanings:

City means the City of Denton, Texas.

Credit Agreements mean (i) that certain Loan and Security Agreement, dated of even date herewith, among Grantor, as borrower, certain affiliates of Grantor from time to time party thereto, and Beneficiary, as lender, together with all schedules, exhibits, and annexes thereto, in each case, as amended, restated, or supplemented from time to time, and (ii) that certain Loan and Security Agreement dated April 9, 2025, among U.S. Aviation Group LLC, a Texas limited liability company, as borrower, certain affiliates of Grantor from time to time party thereto, and Beneficiary, as lender, together with all schedules, exhibits, and annexes thereto, in each case, as amended, restated, or supplemented from time to time.

Event of Default means an "Event of Default" under, and as defined in, the Credit Agreements.

Fixtures means (a) all materials, supplies, equipment, apparatus, and other items now or hereafter attached to, installed on or in the Leased Premises or the Improvements, or which in some fashion are deemed to be fixtures to the Leased Premises or Improvements under Applicable Law, other than those owned by tenants under any Lease, and (b) all items of Personal Property to the extent that the same may be deemed fixtures under Applicable Law.

Ground Lease means that certain Airport Lease Agreement dated May 20, 1997, between the City and Hangar 10 Flying Museum, as subsequently amended and assigned to Sykes-Vaughan Investments, LLC.

Grantor means the above defined Grantor and any and all subsequent record or equitable owners of the Mortgaged Property.

Impositions means all real estate and personal property taxes; water, gas, sewer, electricity, and other utility rates and charges; charges for any easement, license, or agreement maintained for

the benefit of the Mortgaged Property, and all other taxes, standby fees, charges, and assessments and any interest, costs, or penalties with respect thereto of any kind and or character whatsoever which at any time before or after the execution of this Deed of Trust may be assessed, levied, or imposed upon the Mortgaged Property or the ownership, use, occupancy, or enjoyment thereof.

Improvements means all buildings, structures, open parking areas, and other improvements, and any and all accessions, additions, replacements, substitutions, or alterations thereof or appurtenances thereto, now or at any time hereafter situated, placed, constructed, or renovated upon the Leased Premises or any part of the Leased Premises.

Leased Premises means the real estate or any interest therein described in ***Exhibit A*** attached hereto and made a part hereof, together with all Improvements and Fixtures and all rights, titles, and interests appurtenant thereto.

Lease means (a) any lease, sublease, license, concession, or other agreement (written or oral, now or hereafter in effect), which grants a possessory interest in and to, or the right to extract from, mine, occupy, sell or use the Mortgaged Property, and (b) all other agreements, including, but not limited to, utility contracts, maintenance agreements, and service contracts which in any way relate to the use, occupancy, operations, maintenance, enjoyment, or ownership of the Mortgaged Property, save and except any and all leases, subleases, or other agreements pursuant to which Grantor is granted a possessory interest in the Leased Premises.

Legal Requirements means (a) any and all present and future Applicable Laws respecting the ownership, use, occupancy, possession, operation, construction, maintenance, alteration, repair, or reconstruction of the Mortgage Property, (b) Grantor's Organizational Documents, (c) any and all Leases and other contracts (written or oral) of any nature to which Grantor may be bound, and (d) any and all restrictions, reservations, conditions, easements, or other covenants or agreements of record affecting the Mortgaged Property.

Mortgaged Property means all, any portion, or any interest in, the Ground Lease, the Leased Premises, Improvements, Fixtures, Personal Property, Leases, and Rents, together with (a) all rights, privileges, tenements, hereditaments, rights of way, easements, appendages, and appurtenances in anywise appertaining thereto, and all of Grantor's right, title and interest in and to any streets, ways, alleys, strips, or gores of land adjoining the Leased Premises or any part therein, (b) all betterments, accessions, additions, appurtenances, substitutions, replacements, and revisions thereof and thereto and all reversions and remainders therein, (c) all other interest of every kind and character which Grantor now has or at any time hereafter acquires in and to the above described and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of Grantor with respect to such property.

Personal Property means all of Grantor's right, title, and interest in and to all tangible and intangible personal property, whether or not Fixtures, including all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, documents, minerals, crops, and timber which are attached to, installed, placed, or used on or in connection with, or is acquired for such attachment, installation, placement, or use, or which arises out of the improvement, financing, leasing, operation, or use of, the Ground Lease, the Leased Premises, the Improvements, Fixtures, or other goods located on the Leased Premises or Improvements, together with all additions, accessions, accessories, amendments, and modifications thereto, extensions, renewals, enlargements, and proceeds thereof, substitutions therefor, and income and profits therefrom.

Rents means all of the rents, revenues, income, proceeds, royalties, profits, and other benefits paid or payable for using, leasing, licensing, possessing, operating from or in, residing in, selling, mining, extracting, or otherwise enjoying or using the Mortgaged Property.

Secured Obligations means (a) the Obligations under and as defined in the Credit Agreements, including, without limitation, amounts that would become due but for operation of any applicable provision of Title 11 of the United States Code (including 11 U.S.C. §§ 502 and 506), together with all pre- and post-maturity interest thereon, which shall include, without limitation, all post-petition interest if Grantor voluntarily or involuntarily files for bankruptcy protection, (b) all indebtedness, liabilities, and obligations of Grantor arising under this Deed of Trust, (c) interest accruing on, and reasonable attorneys' fees, court costs, and other costs of collection reasonably incurred in the collection or enforcement of, any of the indebtedness, liabilities, or obligations described in *clauses (a)* and *(b)* above, and (d) any and all renewals and extensions of, or amendments to, any of the indebtedness, liabilities, and obligations described in *clauses (a)* through *(c)* above, together with all funds hereafter advanced by Beneficiary to or for the benefit of Grantor as contemplated by any covenant or provision contained in any Loan Document including this Deed of Trust, it being contemplated that Grantor may hereafter become further indebted to Beneficiary in further sum or sums. For the avoidance of doubt, the Secured Obligations shall not include any Excluded Swap Obligation.

1.2 Interpretive Provisions. All words, terms and provisions of the Credit Agreements shall be applied to this Deed of Trust in the same manner as applied in the Credit Agreements.

ARTICLE 2

GRANT OF LIEN; HABENDUM CLAUSE; ASSIGNMENT OF LEASES AND RENTS.

2.1 Grant of Lien; Habendum Clause. To secure the full and timely payment of the Secured Obligations and the full and timely performance and discharge of Grantor's obligations under this Deed of Trust, Grantor has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Trustee the Mortgaged Property, TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee, the Trustee's successors in trust, and the Trustee's assigns forever, in trust with power of sale, and Grantor does hereby bind itself, and its successors, legal representatives, and assigns to warrant and forever defend the title to the Mortgaged Property unto the Trustee against every Person whomsoever lawfully claiming or to claim the same or any part thereof.

2.2 Subrogation. The Trustee and Beneficiary are hereby subrogated to the claims and liens of all parties whose claims or liens are fully or partially discharged or paid with the proceeds of the Secured Obligations secured by this Deed of Trust, notwithstanding that such claims or liens may have been cancelled and satisfied of record.

2.3 Assignment of Leases and Rents.

(a) Grantor hereby absolutely, irrevocably and unconditionally grants, transfers, and assigns to Beneficiary all of Grantor's right, title, and interest in and to any and all Leases and Rents.

(b) Subject to the terms of the Credit Agreements, if an Event of Default has occurred and is continuing, Beneficiary shall have the right, power, and authority: (i) to notify any and all tenants and other obligors on Leases that the Leases have been assigned to Beneficiary and that all

Rents are to be paid directly to Beneficiary whether or not Beneficiary has foreclosed or commenced foreclosure proceedings against the Mortgaged Property and whether or not Beneficiary has taken possession of the Mortgaged Property; (ii) to settle, compromise, or release, on terms acceptable to Beneficiary, in whole or in part, any Rents and any amounts owing on the Leases; (iii) to enforce payment of Rents, prosecute any action or proceeding, and to defend legal proceedings with respect to any and all Rents and Leases; (iv) to extend the time of payment, make allowances, adjustments, and discounts under the Leases; (v) to enter upon, take possession of, and operate the Mortgaged Property; (vi) to lease all or any part of the Mortgaged Property; and (vii) to enforce all other rights of the lessor or sublessor under the Leases.

(c) Subject to the provisions of ***Section 2.3(d)*** below granting Grantor a revocable, limited license, Beneficiary has the right, power, and authority to use and apply any Rents received hereunder as Beneficiary may in its sole and absolute discretion deem advisable for the payment of (i) any and all costs and expenses incurred in connection with enforcing or defending the terms of this Deed of Trust or the rights of Beneficiary hereunder, collecting any Rents, for the operation and maintenance of the Property, and the payment of all costs and expenses in connection therewith, and (ii) the Secured Obligations.

(d) Subject to the terms of the Credit Agreements, Grantor shall have a revocable license to collect and receive the Rents and to retain, use, and enjoy such Rents subject to the terms and conditions hereof. Such license may be revoked by Beneficiary, without notice to Grantor, upon the occurrence of an Event of Default.

(e) Notwithstanding anything herein to the contrary, Beneficiary shall not be obligated to perform or discharge, and Beneficiary does not undertake to perform or discharge, any obligation, duty, or liability with respect to the Leases and the Rents under or by reason of this Deed of Trust and the assignment of Leases and Rents provided for herein. This assignment shall not operate to place responsibility for the control, care, maintenance, or repair of the Mortgaged Property upon Beneficiary or to make Beneficiary responsible or liable for any liabilities or losses associated with or arising from the Mortgaged Property, including, but not limited to, any waste committed on the Mortgaged Property by any tenant or other Person, for any dangerous or defective condition of the Mortgaged Property, or for the acts or omissions of Grantor or any tenant or other Person in the management, upkeep, repair, or control of the Mortgaged Property.

(f) Texas Property Code Sections 64.001, 64.002, and 64.051-64.062 shall apply to the assignment of rents and leases provided in the Deed of Trust.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES.

3.1 Deed of Trust Lien. Grantor hereby unconditionally represents and warrants to the Beneficiary that this Deed of Trust constitutes a valid, subsisting lien on the Ground Lease, the Improvements, and the Fixtures, and a valid, subsisting security interest in and to the Personal Property and a valid, subsisting assignment of the Ground Lease, Leases and Rents. Grantor shall make, execute, acknowledge and deliver all such further or other deeds, documents, instruments, or assurances, and cause to be done all such further acts as may at any time hereafter be reasonably required by Beneficiary to protect fully the lien of this Deed of Trust.

3.2 Warrant Title. Grantor is seized of a leasehold interest, in and to the Leased Premises and hereby warrants to Beneficiary its rights in and under the Ground Lease. Grantor hereby covenants that

Grantor shall preserve such title and the validity and priority of the lien of this Deed of Trust and shall forever warrant and defend the same to Beneficiary against all lawful claims whatsoever and the claims of all Persons whomsoever claiming or threatening to claim the same or any part thereof.

ARTICLE 4

AFFIRMATIVE COVENANTS

Grantor acknowledges that certain covenants in the Credit Agreements are applicable to it or shall be imposed upon it and Grantor covenants and agrees to comply with each of them. Furthermore, Grantor hereby unconditionally covenants and agrees with Beneficiary as follows:

4.1 Payment of Impositions. Grantor will pay and discharge, or cause to be paid and discharged, the Impositions and Grantor's obligations to materialmen, mechanics, carriers, warehousemen, or other like Persons as and when required to be paid pursuant to the terms of the Credit Agreements unless contested in good faith by appropriate proceedings.

4.2 Repair. Grantor will keep the Mortgaged Property in good order and condition and presenting a good appearance and will make all repairs, replacements, renewals, additions, betterments, improvements, and alterations thereof and thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, which are necessary or reasonably appropriate to keep same in such order and condition.

4.3 Defense of Title. If the title of the Trustee to, or the interest of Beneficiary in, the Mortgaged Property or any part thereof, shall be endangered or shall be attacked, directly or indirectly, Grantor shall, at Grantor's expense, take all necessary and proper steps for the defense of such title or interest, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against such title or interest in the Mortgaged Property. In the event of Grantor's failure or inability to proceed initially as provided above, the Trustee and Beneficiary or either of them (whether or not named as parties to legal proceedings with respect thereto) are hereby authorized and empowered to take, at Grantor's expense, such additional steps as in their reasonable judgment may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Deed of Trust and the rights, titles, liens and security interests created or evidenced hereby.

4.4 Security and Priority of Advances. This Deed of Trust secures future advances. Beneficiary may make additional advances from time to time hereafter and each such advance shall be secured hereby as if made on the date hereof. This Deed of Trust also secures, and the Credit Agreements evidence, the obligation of Grantor to repay the Secured Obligations and (a) all advances made after the date hereof with respect to the Mortgaged Property for the payment of real estate taxes, water and sewer rents, assessments, maintenance charges, insurance premiums or costs incurred for the protection of the Mortgaged Property and the lien of this Deed of Trust, (b) all costs and expenses incurred by Beneficiary by reason of an Event of Default hereunder, and (c) all advances made by Beneficiary to enable completion of construction of improvements to the Mortgaged Property. This Deed of Trust shall constitute a lien on the Mortgaged Property from the time this Deed of Trust is recorded and secures, among other things, all such advances and expenses, plus interest thereon, regardless of the time when such advances are made or such expenses are incurred.

4.5 Ground Lease.

(a) Grantor hereby covenants and agrees that Grantor shall (i) pay all rents, additional rents and other sums required to be paid by Grantor under and pursuant to the provisions of the

Ground Lease as and when the same shall become due, (ii) promptly and faithfully observe, perform and comply with all of the terms, covenants and provisions of the Ground Lease on the part of Grantor to be observed, performed and complied with, at the times set forth therein, and do all things necessary to preserve unimpaired its rights under the Ground Lease, and (iii) promptly notify Secured Party of the giving of any written notice by the landlord under the Ground Lease to Grantor of any default by Grantor in the performance or observance of any of the terms, covenants or conditions of the Ground Lease on the part of Grantor to be performed or observed and deliver to Secured Party a true copy of each such notice. Grantor shall not, without the prior written consent of Secured Party, which consent will not be unreasonably withheld or delayed, surrender the leasehold estate created by the Ground Lease or terminate or cancel the Ground Lease or modify, change, supplement, alter or amend the Ground Lease, in any material respect, either orally or in writing, and Grantor hereby assigns (upon occurrence and during the continuance of an Event of Default beyond any applicable notice and cure period) to Secured Party, as further security for the payment of the Secured Obligations and for the performance and observance of the terms, covenants and conditions of this Deed of Trust, all of the rights, privileges and prerogatives of Grantor, as tenant under the Ground Lease, to surrender the leasehold estate created by the Ground Lease or to terminate, cancel, modify, change, supplement, alter or amend the Ground Lease, and any such surrender of the leasehold estate created by the Ground Lease or termination, cancellation, modification, change, supplement, alteration or amendment of the Ground Lease without the prior written consent of Secured Party shall be void and of no force and effect. Grantor shall, within ten (10) business days after written request by Secured Party, furnish to Secured Party an estoppel certificate, together with such supporting information and evidence as Secured Party may reasonably require which is in the possession or control of Grantor, concerning Grantor's due observance, performance and compliance with the terms, covenants and provisions of the Ground Lease.

(b) If Grantor shall default beyond any applicable notice and cure period in the Ground Lease in the performance or observance of any term, covenant or condition of the Ground Lease on the part of Grantor to be performed or observed, including, without limitation, any default in the payment of rent, additional rent and other charges and impositions made payable by the tenant under the Ground Lease, then, in each and every case, without limiting the generality of the other provisions of this Deed of Trust and without waiving or releasing Grantor from any of its obligations hereunder, Secured Party shall have the right, but shall be under no obligation, at its option and without notice, to pay any sums or perform any act or take any action as may be appropriate to cause the default or defaults to be remedied and all of the terms, covenants and conditions of the Ground Lease on the part of Grantor to be performed or observed, to the end that the rights of Grantor in, to and under the Ground Lease shall be kept unimpaired and free from default, even though the existence of such event of default or the nature thereof be questioned or denied by Grantor or by any party on behalf of Grantor. In any such event, subject to the rights of tenants, subtenants and other occupants under any leases, Secured Party and any person designated by Secured Party shall have, and are hereby granted, the right to enter upon the Leased Premises at any time and from time to time for the purpose of taking any such action. Grantor shall, on demand, reimburse Secured Party for all advances made and expenses incurred by Secured Party in curing any such default (including, without limitation, attorneys' fees and disbursements), together with interest thereon at the Default Rate from the date that an advance is made or expense is incurred to and including the date the same is paid, and such monies so expended by Secured Party with interest thereon shall be secured by this Deed of Trust and by all of the other documents securing all or any part of the indebtedness evidenced by the Credit Agreements. If the landlord under the Ground Lease shall deliver to Secured Party a copy of any notice of default sent by said landlord to Grantor, as tenant under the Ground Lease, such notice shall constitute full authority and protection to

Secured Party for any action taken or omitted to be taken by Secured Party, in good faith, in reliance thereon.

(c) Grantor shall enforce the obligations of the landlord under the Ground Lease to the end that Grantor may enjoy all of the rights granted to it under the Ground Lease. Grantor will promptly notify Secured Party in writing of any material default by the landlord under the Ground Lease of which it is aware in the performance or observance of any of the terms, covenants and conditions on the part of such landlord to be performed or observed under the Ground Lease.

(d) Grantor shall give Secured Party prompt notice of the commencement of any arbitration or appraisal proceeding to which Grantor is a party or of which Grantor has been otherwise notified in writing concerning the provisions of the Ground Lease. Secured Party shall have the right to intervene and participate in any such proceeding if such proceeding, if adversely determined, would be reasonably expected to have a material adverse effect on Grantor or the Leased Premises, and Grantor shall confer with Secured Party and its attorneys and experts and cooperate with them to the extent which Secured Party deems reasonably necessary for the protection of Secured Party. Upon the reasonable request of Secured Party, Grantor will exercise all rights of arbitration conferred upon it by the Ground Lease. If at any time such proceeding shall have commenced, Grantor shall be in material default beyond any applicable notice and cure period as provided in the Ground Lease in the performance or observance of any covenant, condition or other requirement of the Ground Lease on the part of Grantor to be performed or observed or a default shall have occurred and is continuing beyond any applicable notice and cure period hereunder, Secured Party shall have, and is hereby granted the sole and exclusive right to designate and appoint on behalf of Grantor, the arbitrator or arbitrators, or appraiser, in such proceeding.

ARTICLE 5

NEGATIVE COVENANTS

Grantor acknowledges that certain covenants in the Credit Agreements are applicable to it or shall be imposed upon it and covenants and agrees to comply with each of them. Furthermore, Grantor hereby covenants and agrees that:

5.1 Use Violations. Grantor will not use, maintain, operate, or occupy, or allow the use, maintenance, operation, or occupancy of the Mortgaged Property in any manner which, in case of any of the following would constitute a Material Adverse Event, (a) violates any Legal Requirement, (b) may be dangerous unless safeguarded as required by Applicable Law, or (c) constitutes a public or private nuisance.

5.2 Prohibition on Transfer. Except as may be permitted by the Credit Agreements, Grantor will not sell, trade, transfer, assign, exchange, or otherwise dispose of any of the Mortgaged Property.

5.3 Ground Lease. Grantor will not subordinate or consent to the subordination of the Ground Lease to any mortgage, security deed, lease or other interest on or in the landlord's interest in all or any part of the Property, unless, in each such case, the written consent of Secured Party shall have been first had and obtained, which consent will not be unreasonably withheld or delayed.

ARTICLE 6

DEFAULT AND FORECLOSURE

6.1 Remedies. If an Event of Default occurs and is continuing, Beneficiary may, by and through the Trustee or otherwise, exercise any or all of the following rights, remedies and recourses to the extent permitted by Applicable Law:

(a) Declare the Secured Obligations immediately due and payable in accordance with the terms of the Credit Agreements whereupon the same shall become immediately due and payable. Grantor expressly waives any notice of intent to accelerate, notice of acceleration, or any other notice, presentment, protest, demand or action of any kind or nature whatsoever.

(b) Enter upon the Mortgaged Property and take exclusive possession thereof and of all Grantor's books, records, and accounts relating thereto without notice and without being guilty of trespass. If Grantor remains in possession of all or any part of the Mortgaged Property, and without Beneficiary's prior written consent thereto, Beneficiary may, without notice to Grantor, invoke any and all legal remedies to dispossess Grantor, including specifically one or more actions for forcible entry and detainer, trespass to try title, and writ of restitution. Nothing contained in the foregoing sentence shall, however, be construed to impose any greater obligation or any prerequisites to acquiring possession of the Mortgaged Property after an Event of Default than would have existed in the absence of such sentence.

(c) Hold, lease, manage, operate, or otherwise use or permit the use of the Mortgaged Property, either itself or by other Persons, in such manner, for such time and upon such other terms as Beneficiary may deem to be prudent and reasonable under the circumstances (making such repairs thereto and taking any and all other action with reference thereto, from time to time, as Beneficiary shall deem reasonably necessary for the purpose of maintaining the Mortgaged Property in its then current condition but not making any material capital improvements thereto) and apply all Rents and other amounts collected by the Trustee in connection therewith in accordance with the provisions of ***Section 6.8*** of this Deed of Trust.

(d) Request the Trustee to proceed with foreclosure. Upon the request, the Trustee is authorized and empowered, and it shall be his special duty, to sell or offer for sale the Mortgaged Property. The Mortgaged Property shall be sold at public auction in accordance with then Applicable Law.

(e) At any sale of the Mortgaged Property (i) the Trustee need not have the Mortgaged Property physically present or have constructive possession of the Mortgaged Property; *provided that*, the title to and right of possession of any such Mortgaged Property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale; (ii) each conveyance instrument executed by the Trustee shall contain a general warranty of title binding upon Grantor; (iii) each and every recital contained in any conveyance instrument executed by the Trustee shall constitute *prima facie* evidence of the truth and accuracy of the matters recited therein including, appointment of any successor Trustee hereunder, nonpayment of the Secured Obligations, notice, filing, posting, and conduct of the sale in the manner provided herein and by Applicable Law; (iv) all prerequisites to the validity of the sale shall be rebuttably presumed to have been performed; (v) the receipt from the Trustee, or such other party or officer conducting the sale, shall be sufficient to discharge the purchaser for his purchase money, and no purchaser or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication, or

non-application thereof; (vii) Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, and demand whatsoever, either at law or in equity, in and to the property sold, and such sale shall be a perpetual bar both at law and in equity against Grantor and against all other persons claiming or to claim the property sold or any part thereof by, through or under Grantor; and (viii) Beneficiary may be a purchaser at any such sale and may credit the bid against the Secured Obligations.

(f) Subject to the terms of the Credit Agreements, Beneficiary or the Trustee may make application to a court of competent jurisdiction, as a matter of strict right and without regard to the adequacy of the Mortgaged Property for the repayment of the Secured Obligations, for appointment of a receiver of the Mortgaged Property. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to sell, rent, maintain, and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply the Rents in accordance with the provisions of ***Section 6.8*** in this Deed of Trust.

(g) Except as otherwise prohibited by Applicable Law, in the event Beneficiary is the successful bidder at a foreclosure sale of all or any part of the Mortgaged Property, it shall have the right to cancel any insurance policy covering the property foreclosed upon and collect any unearned premiums from said policy.

(h) Exercise any and all other rights, remedies, and recourses granted under the Loan Documents or now or hereafter existing in equity, at law, by virtue of statute, or otherwise.

6.2 Divestment of Rights, Tenant at Sufferance. After sale of the Mortgaged Property, or any portion thereof, Grantor shall be divested of any and all interest and claim thereto, including any interest or claim to all insurance policies, bonds, loan commitments, contracts, and other intangible property covered by this Deed of Trust. Additionally, with respect to the Ground Lease, the Leased Premises, Improvements, Fixtures, and Personal Property, after a sale of all or any portion thereof, Grantor will be considered a tenant at sufferance of the purchaser of the same, and said purchaser shall be entitled to immediate possession thereof, and if Grantor shall fail to vacate the Mortgaged Property immediately, said purchaser may and shall have the right, without further notice to Grantor, to go into any justice of the peace court in any precinct or county in which the Leased Premises and Improvements are located and file an action in forcible entry and detainer or forcible detainer, which action shall lie against Grantor or its assigns or legal representatives as a tenant at sufferance.

6.3 Separate Sales. If an Event of Default occurs and is continuing, the Trustee may sell all or any portion of the Mortgaged Property together or in lots or parcels and in such manner and order as the Trustee, in its sole discretion, may elect. The sale or sales by the Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale granted in this Deed of Trust, and the Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and if the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Secured Obligations and the expense of executing this trust, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales had been made; *provided that*, Grantor shall never have any right to require the sale or sales of less than the whole of the Mortgaged Property, but Beneficiary shall have the right, at its sole election, to request the Trustee to sell less than the whole of the Mortgaged Property. As among the various counties in which items of the Mortgaged Property may be situated, sales in such counties may be conducted in any order that the Trustee may deem expedient; and any one or more of such sales may be conducted in the same month, or in successive or different months, as the Trustee may deem expedient. If an Event of Default occurs as to nonpayment of part of the Secured Obligations, Beneficiary shall have the option to proceed as if under a full foreclosure, conducting

the sale as herein provided without declaring the entire Secured Obligations due, and if sale is made because of default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of any Note and the Secured Obligations; and such sale, if so made, shall not in any manner affect the unmatured part of the Secured Obligations but as to such unmatured part, this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this Deed of Trust. Any number of sales may be made under this Deed of Trust without exhausting the right of sale for any unmatured part of the Secured Obligations secured hereby.

6.4 Remedies Cumulative, Concurrent, and Nonexclusive. The Trustee and Beneficiary shall have all rights, remedies, and recourses granted in the Loan Documents and available at law or equity and same (a) shall be cumulative and concurrent; (b) may be pursued separately, successively, or concurrently against Grantor or others obligated under any Note, or against the Mortgaged Property, or against any one or more of them at the sole discretion of Beneficiary; (c) may be exercised as often as occasion therefor shall arise, it being agreed by Grantor that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse; and (d) are intended to be, and shall be, nonexclusive.

6.5 Release of and Resort to Collateral. Any part of the Mortgaged Property may be released by Beneficiary in accordance with the Credit Agreements without affecting, subordinating, or releasing the lien, security interest, and assignment hereof against the remainder of the Mortgaged Property. The lien, security interest, and other rights granted hereby shall not affect or be affected by any other security taken for the Secured Obligations or any part thereof. The taking of additional security or the rearrangement, extension, or renewal of the Secured Obligations, or any part thereof, shall not release or impair the lien, security interest, and other rights granted hereby or affect the liability of any endorser, guarantor, or surety or improve the right of any permitted junior lienholder; and this Deed of Trust, as well as any instrument given to secure any rearrangement, renewal, or extension of the Secured Obligations secured hereby, or any part thereof, shall be and remain a first and prior lien.

6.6 Waiver of Redemption, Notice, and Marshaling of Assets. To the fullest extent permitted by Applicable Law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Grantor by any present or future Applicable Laws exempting the Mortgaged Property from attachment, levy, or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption, or extension of time for payment, (b) except as may be provided for under the terms of the Loan Documents, all notices of any Event of Default or of Beneficiary's or the Trustee's election to exercise or the actual exercise of any right, remedy, or recourse provided for under the Loan Documents, (c) any right to appraisal or marshaling of assets or a sale in inverse order of alienation, (d) the exemption of homestead, and (e) the administration of estates of decedents or other matters whatever to defeat, reduce, or affect the right of Beneficiary under the terms of this Deed of Trust to sell the Mortgaged Property for the collection of the Secured Obligations secured hereby (without any prior or different resort for collection) or the right of Beneficiary under the terms of this Deed of Trust, to the payment of the Secured Obligations out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted).

6.7 Discontinuance of Proceedings. In case Beneficiary shall have proceeded to invoke any right, remedy, or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Beneficiary shall have the unqualified right to do so, and, in such event, Grantor and Beneficiary shall be restored to their former positions with respect to the Secured Obligations, the Loan Documents, the Mortgaged Property, and otherwise and the rights, remedies, recourses, and power of Beneficiary shall continue as if same had never been invoked.

6.8 Application of Proceeds, Deficiency Obligation. The proceeds of any sale of, and the Rents and other income generated by the holding, leasing, operating, or other use of, the Mortgaged Property shall be applied by Beneficiary (or the receiver, if one is appointed) to the extent that funds are so available therefrom in accordance with the Credit Agreements with any surplus to be paid, at the option of Beneficiary to the payment of any indebtedness or obligation secured by a subordinate deed of trust or security interest on the Mortgaged Property or to Grantor. Any other party liable on the Secured Obligations shall be liable for any deficiency remaining in the Secured Obligations subsequent to the sale referenced in this ***Section 6.8***.

6.9 Purchase by Beneficiary. To the extent permitted by Applicable Law, Beneficiary shall have the right to become the purchaser at the sale of the Mortgaged Property under this Deed of Trust and shall have the right to be credited on the amount of its bid for the Mortgaged Property or any part thereof being sold, all of the Secured Obligations due and owing as of the date of such sale.

6.10 Disaffirmation of Contracts. To the extent permitted by Applicable Law, the purchaser at any Trustee's or foreclosure sale hereunder may disaffirm any easement granted or rental, lease, or other contract made in violation of any provision of this Deed of Trust or the Credit Agreements and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement or rental, lease, or other contract. With respect to any Lease of real property submitted to and approved by Beneficiary, Beneficiary agrees that the holding of a foreclosure sale or conveyance in lieu thereof by it shall not terminate such Lease nor the rights and obligations of a lessee thereunder, so long as such lessee continues to perform all of its obligations thereunder, including, without limitation, the payment of all rental payments thereunder.

6.11 Deficiency Suit. It is expressly agreed by Grantor that (a) the "fair market value" of the Mortgaged Property shall be determined as of the foreclosure date in order to enforce a deficiency against Grantor or any other party liable for repayment of the Secured Obligations, and (b) the term "fair market value" shall include those matters required by Applicable Law and, to the extent permitted by Applicable Law, shall also include the additional factors set forth below:

(a) the Mortgaged Property is to be valued "AS IS" and "WITH ALL FAULTS" and there shall be no assumption of restoration of or refurbishment of improvements, if any, after the date of the foreclosure;

(b) there shall be an assumption that the purchaser desires to resell the Mortgaged Property for an all cash sales price promptly (but no later than 12 months) after the foreclosure sale;

(c) an offset to the fair market value of the Mortgaged Property, as determined hereunder, shall be made by deducting from such value the reasonable estimated closing costs relating to the sale of the Mortgaged Property, including but not limited to, brokerage commissions, title policy expenses, tax prorations, escrow fees, and other common charges which are incurred by a seller of property; and

(d) after consideration of the factors required by Applicable Law and those required above, an additional discount factor shall be calculated based upon the estimated holding costs associated with maintaining the Mortgaged Property for the estimated time it will take to effectuate a sale of the Mortgaged Property including, without limitation, utility expenses, taxes and assessments (to the extent not accounted for in *clause (c)* above) so that the "fair market value" as so determined is discounted to be as of the date of the foreclosure sale of the Mortgaged Property.

ARTICLE 7

CONDEMNATION

If the Mortgaged Property, or any part thereof, shall be condemned or otherwise taken for public or quasi-public use under the power of eminent domain, or be transferred in lieu thereof, all damages or other amounts awarded for the taking, or injury to, the Mortgaged Property shall be paid to Beneficiary, and Beneficiary shall apply and disburse the proceeds as provided in the Credit Agreements.

ARTICLE 8

SECURITY AGREEMENT

8.1 Security Interest. This Deed of Trust shall be construed as a Deed of Trust on a leasehold interest in real property and it shall also constitute and serve as a security agreement on personal property within the meaning of and shall constitute a first and prior security interest under the Texas Business and Commerce Code (Article 9 - Secured Transactions) with respect to the Personal Property and Fixtures. Grantor has granted, bargained, conveyed, assigned, transferred, and set over, and by these presents does grant, bargain, convey, assign, transfer, and set over unto Beneficiary a first and prior security interest in and to all of Grantor's right, title, and interest in, to, and under the Personal Property and Fixtures to secure the full and timely payment of the Secured Obligations and the full and timely performance and discharge of the Grantor's obligations under this Deed of Trust.

8.2 Financing Statements. Grantor shall execute and deliver to Beneficiary, in Acceptable Form, such financing statements and such further assurances as Beneficiary may, from time to time, consider reasonably necessary to create, perfect, and preserve the security interest herein granted, and Beneficiary may cause such statements and assurances to be recorded and filed at such times and places as may be required or appropriate by Applicable Law to so create, perfect, and preserve such security interest. This Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record covering the Fixtures and Personal Property. The addresses of Grantor, as Debtor, and Beneficiary, as Secured Party, are set forth on the cover page of this Deed of Trust.

8.3 Uniform Commercial Code Remedies. The Trustee and Beneficiary shall have all the rights, remedies, and recourses with respect to the Personal Property, Fixtures, Leases, and Rents afforded a secured party by the Applicable Law.

8.4 No Obligation of the Trustee or Beneficiary. The assignment and security interest herein granted shall not be construed to (a) deem or constitute the Trustee or Beneficiary, as trustees in possession of the Mortgaged Property, (b) obligate the Trustee or Beneficiary to operate or attempt to operate the Mortgaged Property, or (c) obligate the Trustee or Beneficiary to take any action, incur any expenses, or perform or discharge any obligation, duty, or liability whatsoever under any of the Leases or otherwise.

ARTICLE 9

TRUSTEE

9.1 No Liability. The Trustee shall not be liable for any error or judgment or act done by the Trustee or be otherwise responsible or accountable under any circumstances whatsoever other than the Trustee's own gross negligence, willful misconduct, violation of law or fraud. The Trustee shall not be personally liable for any damages resulting from entry on the Mortgaged Property by the Trustee or anyone acting by virtue of the powers granted the Trustee under this Deed of Trust, or for debts contracted or

liability or damages incurred in the management or operation of the Mortgaged Property. The Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by him hereunder and believed by him in good faith to be genuine. The Trustee shall be entitled to reimbursement for reasonable expenses incurred in the performance of the Trustee's duties under this Deed of Trust and to reasonable compensation for services rendered under this Deed of Trust. Grantor will, from time to time, reimburse the Trustee for and save and hold the Trustee harmless from and against any and all loss, cost, liability, damage and expense whatsoever incurred in the performance of the Trustee's duties other than those arising from his own gross negligence, willful misconduct, violation of law or fraud.

9.2 Retention of Monies. All monies received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other monies (except to the extent required by Applicable Law), and the Trustee shall be under no liability for interest on any monies received hereunder.

9.3 Successor Trustee. The Trustee may resign by the giving of notice of such resignation in writing to Beneficiary. If the Trustee shall die, resign, or become disqualified from acting in the execution of this Trust or shall fail or refuse to exercise the same when requested by Beneficiary so to do or if for any reason and without cause Beneficiary shall prefer to appoint a substitute trustee to act instead of the original Trustee named herein, or any prior successor or substitute trustee, Beneficiary shall have full power to appoint a substitute trustee and, if preferred, several substitute trustees in succession who shall succeed to all the estate, rights, powers and duties of the Trustee without other formality than designating the successor or substitute Trustee in writing.

9.4 Succession Instruments. Any new Trustee appointed pursuant to any of the provisions of this Deed of Trust shall, without any further act, deed, or conveyance, become vested with all the estates, properties, rights, powers, and trusts of its or his or her predecessor in the rights hereunder with like effect as if originally named as the Trustee herein; but, nevertheless, upon the written request of Beneficiary, or any acting successor trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trust herein expressed, all the estates, properties, rights, powers, and trusts of the Trustee so ceasing to act, and shall duly assign, transfer, and deliver any of the property and monies held by the Trustee to the successor trustee so appointed.

9.5 Performance of Duties by Lenders. The Trustee may authorize one or more parties to act on his behalf to perform any ministerial functions required of the Trustee hereunder.

ARTICLE 10

MISCELLANEOUS

10.1 Survival of Obligations. All covenants, agreements, representations, and warranties made by Grantor in this Deed of Trust and the other Loan Documents shall survive the execution and delivery of this Deed of Trust and the other Loan Documents.

10.2 Covenants Running with the Land. All obligations contained in this Deed of Trust are intended by the parties to be and shall be construed as covenants running with the real property.

10.3 Recording and Filing. Grantor will cause the Loan Documents and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded, and refiled in such manner and in such places as the Trustee or Beneficiary shall reasonably request and will pay all such recording, filing, re-recording and refiling, taxes, fees, and other charges.

10.4 Notices. Any notice, request, or other communication required or permitted to be given hereunder shall be given at the addresses and in accordance with the notice provisions set forth in the Credit Agreements.

10.5 No Waiver. Any failure by the Trustee or Beneficiary to insist, or any election by the Trustee or Beneficiary, not to insist, upon strict performance by Grantor of any of the terms, provisions, or conditions of this Deed of Trust shall not be deemed to be a waiver of the same or of any other term, provision, or condition thereof, and the Trustee or Beneficiary shall have the right at any time or times thereafter to insist upon strict performance by Grantor of any and all of such terms, provisions, and conditions.

10.6 Limitation on Effectiveness of Lien. It is the intention of Grantor and Beneficiary that the amount of the Secured Obligations secured by this Deed of Trust shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer or similar laws applicable as to Grantor. Accordingly, notwithstanding anything to the contrary contained in this Deed of Trust or any other agreement or instrument executed in connection with the payment of any of the Secured Obligations, the amount of the Secured Obligations secured by this Deed of Trust shall be limited to that amount which after giving effect thereto would not (a) render Grantor insolvent, (b) result in the fair saleable value of the assets of Grantor being less than the amount required to pay its debts and other liabilities (including contingent liabilities) as they mature, or (c) leave Grantor with unreasonably small capital to carry out its business as now conducted and as proposed to be conducted, including its capital needs, as such concepts described in (a), (b), and (c) herein are determined under Applicable Law, if the obligations of Grantor hereunder would otherwise be set aside, terminated, annulled or avoided for such reason by a court of competent jurisdiction in a proceeding actually pending before such court.

10.7 Governing Law. This Deed of Trust must be construed, and its performance enforced, under Texas law.

10.8 Multiple Counterparts and Facsimile and PDF Signatures. This Deed of Trust may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same instrument. Loan Documents may be signed and transmitted by facsimile, portable document format (PDF), or other electronic means, and shall have the same effect as manually-signed originals and shall be binding on all parties.

10.9 Waiver of Right to Trial by Jury. **EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.**

10.10 Entirety. **THIS DEED OF TRUST, THE CREDIT AGREEMENTS, AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE**

PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

10.11 Non-Merger Provisions. In the event that Grantor shall become the owner and holder of the fee title to the Leased Premises or any other estate, title or interest in the property demised by the Ground Leases, or any part thereof, causing the leasehold estate created by the Ground Lease to merge into the fee title to the Leased Premises, the lien of this Deed of Trust shall attach to, cover and be a lien upon such fee title to the Leased Premises or other acquired estate, title or interest and the same shall thereupon be and become a part of the Leased Premises with the same force and effect as if specifically encumbered herein. Grantor agrees, at its sole cost and expense, including, without limitation, payment by Grantor of Secured Party's reasonable attorneys' fees, to (i) execute any and all documents or instruments which Secured Party may reasonably require to subject the fee title to the Leased Premises or such other acquired estate, title or interest to the lien of this Deed of Trust; and (ii) provide a title insurance policy which shall insure that the lien of this Deed of Trust is a first lien on the fee title to the Leased Premises or such other acquired estate, title or interest. Furthermore, if an Event of Default occurs and continues beyond any applicable notice and cure period, Grantor hereby appoints Secured Party its true and lawful attorney-in-fact to execute and deliver all such instruments and documents in the name and on behalf of Grantor. This power, being coupled with an interest, shall be irrevocable as long as the Secured Obligations secured hereby remain unpaid.

[***Signature and acknowledgement appear on following page***.]

IN WITNESS WHEREOF, this Deed of Trust is executed on the date set forth in the notary acknowledgment below, but is to be effective for all purposes as of the date first set forth in the preamble to this Leasehold Deed of Trust.

GRANTOR:

SYKES-VAUGHAN INVESTMENTS LLC,
a Texas limited liability company

By:_____
Justin Sykes, Manager

By:_____
J. Micheal Sykes, Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on [*], 2025, by Justin Sykes and J. Micheal Sykes, Managers of Sykes-Vaughan Investments LLC, a Texas limited liability company, on behalf of said company, and for the purpose and consideration herein stated.

_____
Notary Public in and for the
State of Texas

EXHIBIT A
TO DEED OF TRUST

LEGAL DESCRIPTION

All that certain tract or parcel of land situated in the William Neil Survey, Abstract Number 970, and being a part of Lot One, Block One, of the Southeast Airport Addition, in the City of Denton, Denton County, Texas, and filed for record in CAB. G, PG. 295 Plat Records of Denton County, Texas.

Commencing at the most westerly southwest corner of said Lot One, Block One, Southeast Airport Addition, of which the northwest corner bears north 08 degrees 36 minutes 21 seconds east a distance of 1610.27 feet.

THENCE north 08 degrees 36 minutes 21 seconds east with the west boundary line of said Lot One, Block One, a distance of 936.47 feet to a point in the west line of said Southeast Airport Addition.

THENCE south 88 degrees 36 minutes 10 seconds east a distance of 373.28 feet to an iron pin set for the northwest of the herein described tract. Said point also being the northeast corner of a 60 feet access, drainage, and utility easement, and the point of beginning of the herein described tract;

THENCE south 88 degrees 36 minutes 10 seconds east with the south line of a 130 feet taxiway, drainage, and utility easement a distance of 180.00 feet to an iron pin set for the northeast comer of the herein described tract;

THENCE south 01 degrees 23 minutes 50 seconds west a distance of 180.00 feet to an iron pin set for the southeast comer of the herein described tract, said iron pin being in the north line of 60 feet access, drainage, and utility easement;

THENCE north 88 degrees 36 minutes 10 seconds west with the north line of said access easement a distance of 180.00 feet to an iron pin set for the southwest comer of the herein described tract;

THENCE north 01 degrees 36 minutes 50 seconds east with said 60 feet access easement a distance of 180.00 feet to the point of beginning and containing 32,400.00 square feet or 0.7438 acres of land.

Together with the right of ingress and egress to said property; and the right in common with others so authorized of passage upon the Airport property generally, subject to reasonable regulations by the City of Denton and such rights shall extend to Lessee's employees, passengers, patrons and invitees. For purposes of this agreement, the term "Premises" shall mean all property located within the metes and bounds described and identified above, including leasehold improvements constructed by the Lessee, but not including certain easements or property owned or controlled by the Lessor.

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	800589409	**Entity Type:**	Domestic Limited Liability Company (LLC)
Original Date of Filing:	December 23, 2005	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32018788748	**FEIN:**	
Duration:	Perpetual		

Name: SYKES-VAUGHAN INVESTMENTS LLC

Address: 4850 SPARTAN DRIVE
DENTON, TX 76207 USA

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Last Update	Name	Title	Address
January 22, 2024	MARK TAYLOR	VICE PRESIDENT	[redacted]
January 22, 2024	MIKE SYKES	PRESIDENT	
January 22, 2024	ROPER VAUGHAN	CFO	

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton granting a special permit to Core Construction Services of TX, Inc. to allow for work hours outside those ordinarily allowed pursuant to Section 17-20 (C)(3)(F) of the City of Denton Code of Ordinances, with respect to hours of operation related to the construction of Fire Station 5 & 6: providing for approval of a special permit for a variance in the hours of operation during weekdays and weekends; providing an effective date.

BACKGROUND

Fire Station 5 & 6 were approved as a part of the 2023 Bond Program. The new Fire Station #5 will replace an aging building at the same location, while also increasing the station's capacity to accommodate the City's swift water rescue team, which was previously located at Fire Station #2. Fire Station #6 will be built on a new site located off of Hunters Creek Rd and FM2181. The new location will address extended response times and provide better operation efficiency to its service area.

CORE Construction Services of Texas, Inc. requests an exception to Section 17-20(c)(3)(f) of the Code of Ordinances which limits the work hours for the construction of any building from 6:00 am to 8:30am Monday through Friday from November 1, 2025 to April 01, 2027 and 7:00 a.m. to 8:30 p.m. Monday through Friday from November 1, 2025 to April 01, 2027; and between 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday.

The City Council may issue special permits or exceptions for construction work at other hours in case of urgent necessity and in the interest of public safety and convenience. Granting this exception will help ensure there is no schedule delay due to weather/heat on the Fire Stations #5 & #6 project.

RECOMMENDATION

Staff recommends approval

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On July 25, 2025 City Council authorized the construction contract with CORE Construction Services of Texas, Inc.

ESTIMATED SCHEDULE OF PROJECT

CORE Construction Services of Texas, Inc. was issued a Notice to Proceed on Aug. 1, 2025. The project is estimated to be complete in April 2027.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Noise Ordinance Special Permit Checklist
Exhibit 3 – Ordinance

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For questions regarding this project, contact Giovanni Pineiro-Villalba at 940-349-7107.

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

Development Services

401 N Elm St., Denton, TX 76201 • (940) 349-8600

Noise Ordinance Special Permit Request Checklist

For all requests by a developer or contractor to work outside of the allowed construction hours outlined in Section 17-20 (c)(3)(f) of the City of Denton Code of Ordinances, a special permit is required.

Section 17-20 (c)(3)(f) "The erection, excavation, demolition, alteration, or repair work on any building at anytime other than between the hours of 6:00 a.m. and 8:30 p.m. Monday through Friday from June 1 to September 30; between 7:00 a.m. and 8:30 p.m. Monday through Friday from October 1 to May 31; between 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday; provided, however, that the city council may issue special permits for such work at other hours in case of urgent necessity and in the interest of public safety and convenience;"

To provide staff time to review the request and prepare materials for City Council consideration, please submit the required information a minimum of 4 weeks prior to the planned construction start date.

Items Required with Special Permit Request:

☐ A request should be sent to the Deputy Building Official via email requesting a special permit per the City of Denton Noise Ordinance Section 17-20 (c)(3)(f). This request should include the following:

i. Provide the name of the development and address
ii. Description of construction activities being performed outside of allowed hours including the hours requested
iii. State the date range or specific dates when the construction activities are planned to occur
iv. Describe the **urgent necessity** for the special permit request including what is unique about this project requiring construction work to be conducted outside of the hours stipulated in the Noise Ordinance
v. Explain the plans to minimize the noise impact on the surrounding properties
vi. State the proximity of the site to the nearest properties
vii. Describe plans to notify and solicit feedback from surrounding property owners

☐ Provide an aerial map of the development area

☐ Provide a construction sequence map depicting the specific constructed work and locations within the site that will be conducted during the requested special permit hours

☐ It is highly recommended that the developer/contractor conduct a community meeting with the surrounding property owners. With this submission, provide the information presented at the meeting and any feedback from the residents.

City of Denton staff will review the submissions and present their recommendation to the City Council. Please note that submitting the requested information does not guarantee the request will be approved. The City Council has authority to formally approve or deny a developer or contractor's request.

Fire Station 5

i. **Project:** CoDenton – Fire Station 5&6
Address: 2230 W Windsor Dr Denton, Texas 76207

ii. Due to the amount of concrete for the paving and foundation pours, work will be scheduled to begin around 4AM.

iii. Duration of construction will range through approx. February 10th, 2026 - November 20th, 2026.

   a) No work will take place on the following dates:
      i. Memorial Day
      ii. Independence Day
      iii. Labor Day

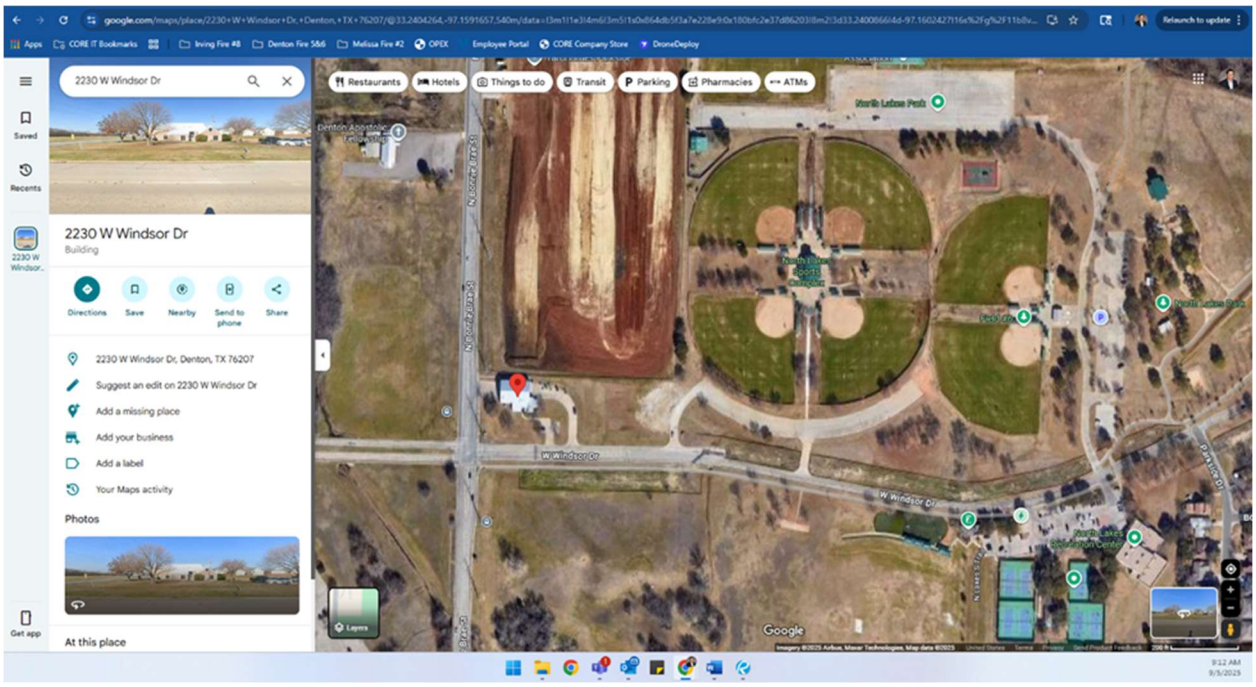
iv. Having the after-hours permit will allow construction to efficiently complete the concrete pours needed for the project. Additionally, scheduling this work outside of normal hours will help reduce traffic impact and minimize disruptions to the public.

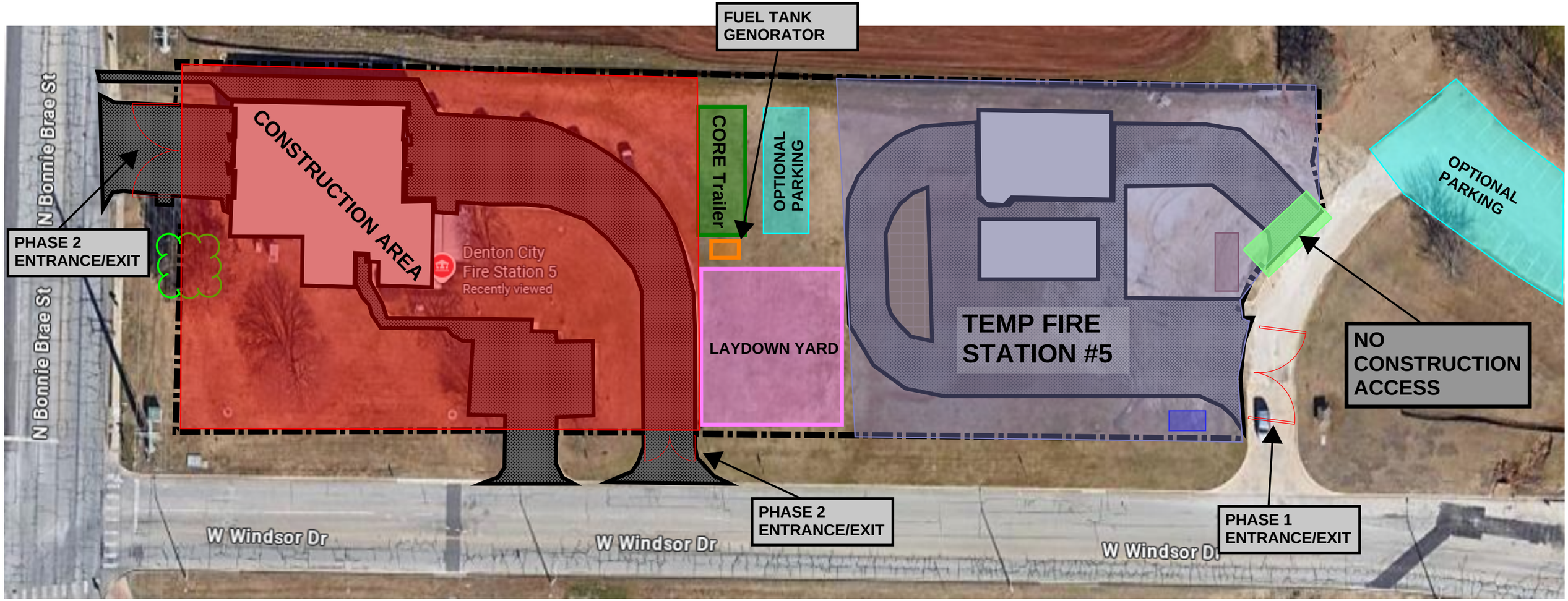
v. Construction will notify the nearby residents and businesses about construction timeline and any special hours. If applicable, construction can propose disabling back up alarms on heavy machinery, contingent it does not pose any safety risks. Work can be sequenced as to limit the amount of congestion on-site at one time during non-working hours.

vi. This project is located near North Lakes Sports Complex and the Yard Homes Parkside; these are the closet properties to the construction area.
   a) Approx. Distance <.25mi

vii. Notification will include a formal letter distributed to surrounding property owners, which they can share with their tenants. In addition, signs will be posted at key locations throughout the project site to provide clear communication. Should we receive any concerns or complaints, we will promptly review them, make necessary adjustments, and communicate the corrective steps taken.

Aerial map of the development area





- NOT CONSTRUCTION ACCESS
- CONSTRUCTION AREA
- LAYDOWN YARD
- CORE TRAILER
- FUEL TANK GENORATOR
- TEMP FS 5 AREA
- PARKING AREA
- FODS
- TREE PROTECTION
- CONSTRUCTION ACCESS GATE
- PORTAJOHNS
- DUMPSTER
- CONSTRUCTION LIMITS

CoDenton Fire Station #5
Preliminary Logistics Plan

Development Services

401 N Elm St., Denton, TX 76201 • (940) 349-8600

Noise Ordinance Special Permit Request Checklist

For all requests by a developer or contractor to work outside of the allowed construction hours outlined in Section 17-20 (c)(3)(f) of the City of Denton Code of Ordinances, a special permit is required.

Section 17-20 (c)(3)(f) "The erection, excavation, demolition, alteration, or repair work on any building at anytime other than between the hours of 6:00 a.m. and 8:30 p.m. Monday through Friday from June 1 to September 30; between 7:00 a.m. and 8:30 p.m. Monday through Friday from October 1 to May 31; between 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday; provided, however, that the city council may issue special permits for such work at other hours in case of urgent necessity and in the interest of public safety and convenience;"

To provide staff time to review the request and prepare materials for City Council consideration, please submit the required information a minimum of 4 weeks prior to the planned construction start date.

Items Required with Special Permit Request:

☐ A request should be sent to the Deputy Building Official via email requesting a special permit per the City of Denton Noise Ordinance Section 17-20 (c)(3)(f). This request should include the following:

i. Provide the name of the development and address
ii. Description of construction activities being performed outside of allowed hours including the hours requested
iii. State the date range or specific dates when the construction activities are planned to occur
iv. Describe the **urgent necessity** for the special permit request including what is unique about this project requiring construction work to be conducted outside of the hours stipulated in the Noise Ordinance
v. Explain the plans to minimize the noise impact on the surrounding properties
vi. State the proximity of the site to the nearest properties
vii. Describe plans to notify and solicit feedback from surrounding property owners

☐ Provide an aerial map of the development area

☐ Provide a construction sequence map depicting the specific constructed work and locations within the site that will be conducted during the requested special permit hours

☐ It is highly recommended that the developer/contractor conduct a community meeting with the surrounding property owners. With this submission, provide the information presented at the meeting and any feedback from the residents.

City of Denton staff will review the submissions and present their recommendation to the City Council. Please note that submitting the requested information does not guarantee the request will be approved. The City Council has authority to formally approve or deny a developer or contractor's request.

Fire Station 6

i. **Project:** CoDenton – Fire Station 5&6
Address: 2301 Hunter's Creek Denton, TX 76210

ii. Due to the amount of concrete for the paving and foundation pours, work will be scheduled to begin around 4AM.

iii. Duration of construction will range through approx. November 1st, 2025 - September 20th, 2026.
   a) No work will take place on the following dates:
      i. Thanksgiving and the day after
      ii. Christmas Eve
      iii. Christmas Day
      iv. New Years Eve
      v. New Years Day
      vi. Memorial Day
      vii. Independence Day
      viii. Labor Day

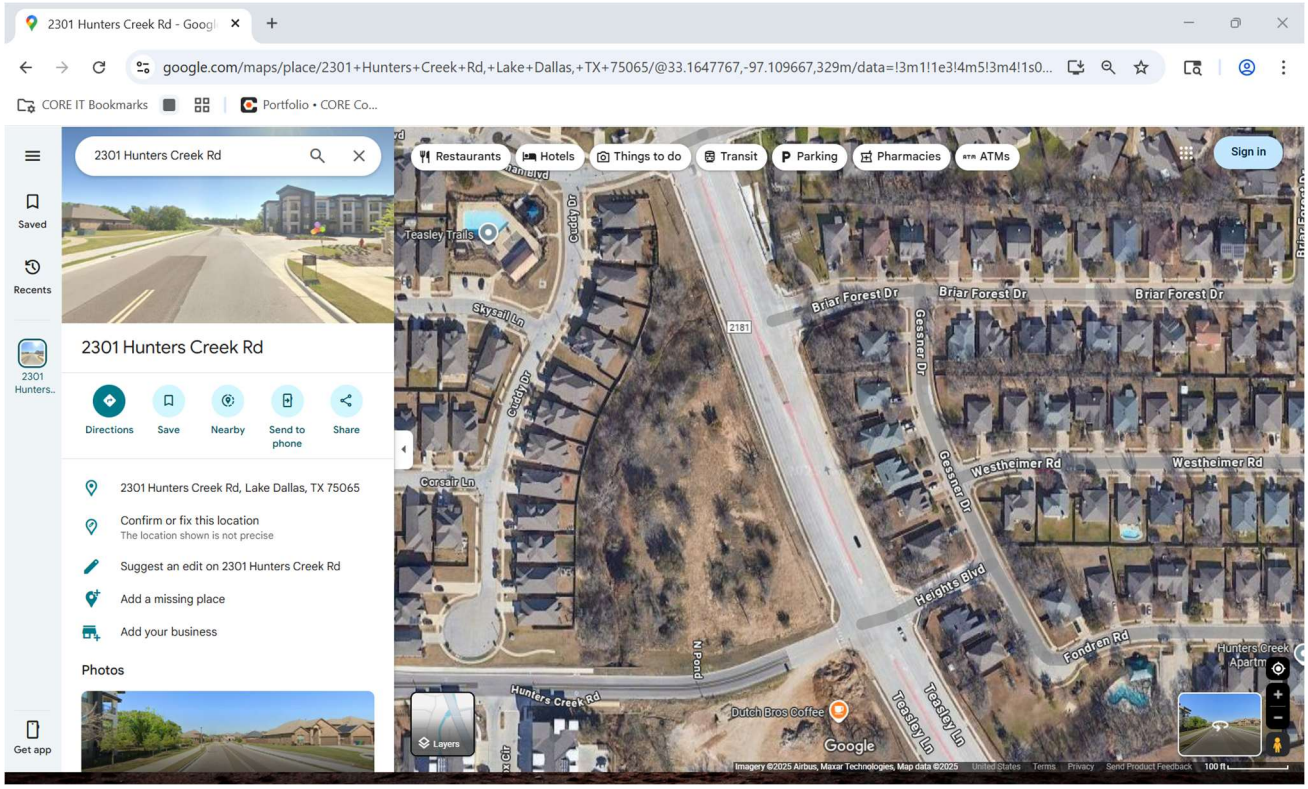
iv. Having the after-hours permit will allow construction to efficiently complete the concrete pours needed for the project. Additionally, scheduling this work outside of normal hours will help reduce traffic impact and minimize disruptions to the public.

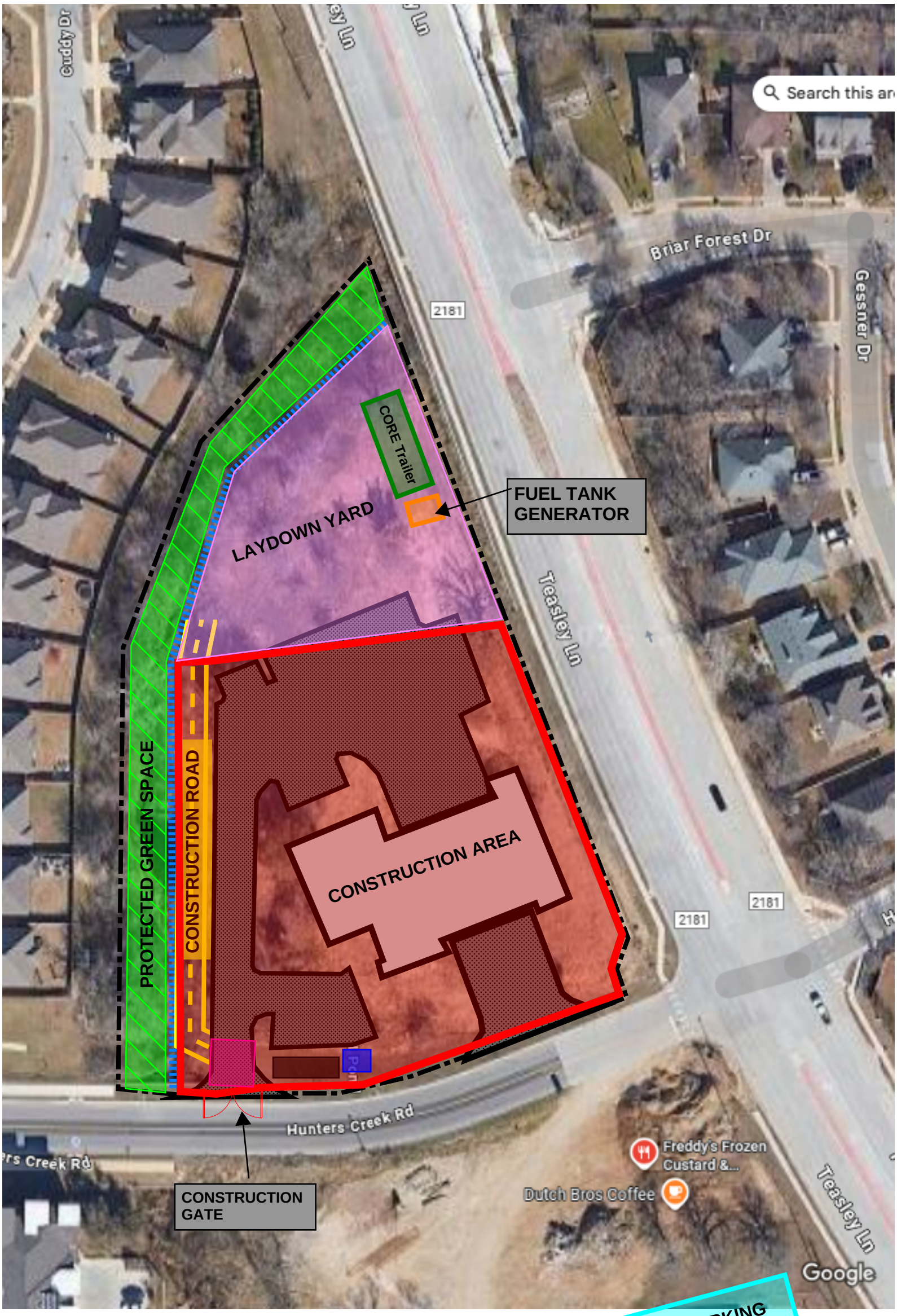
v. Construction will notify the nearby residents and businesses about construction timeline and any special hours. If applicable, construction can propose disabling back up alarms on heavy machinery, contingent it does not pose any safety risks. Work can be sequenced as to limit the amount of congestion on-site at one time during non-working hours.

vi. This project is located near the following properties:
   - Freddy's Frozen Custard & Steakburgers – approx. < 100 ft
   - Dutch Bros Coffee – approx. < 800 ft
   - Hunters Creek Apartments – approx. < 0.2 mi
   - Teasley Trails – approx. < 200 ft

vii. Notification will include a formal letter distributed to surrounding property owners, which they can share with their tenants. In addition, signs will be posted at key locations throughout the project site to provide clear communication. Should we receive any concerns or complaints, we will promptly review them, make necessary adjustments, and communicate the corrective steps taken.

Aerial map of the development area





OPTIONAL OFF-SITE PARKING

- FODS
- NOT CONSTRUCTION ACCESS
- CONSTRUCTION AREA
- LAYDOWN YARD
- CORE TRAILER
- FUEL TANK GENORATOR
- PORTAJOHNS
- PARKING AREA
- DUMPSTER

- CONSTRUCTION ACCESS GATE
- CONSTRUCTION LIMITS
- GREENBELT FENCING
- CONSTRUCTION ROAD

CoDenton Fire Station #6
Preliminary Logistics Plan

CORE

Temp 5

i. **Project:** CoDenton – Fire Station 5&6
Address: 2230 W Windsor Dr Denton, Texas 76207

ii. Due to the immediate need for temporary fire station 5, upon delivery of the structure, construction will need to take place seven days a week from daylight to dusk.

iii. Duration of construction will range through approx. November 1st, 2025 - Jan10th, 2026.
   a. No work will take place on the following dates:
      i. Thanksgiving and the day after
      ii. Christmas Eve
      iii. Christmas Day
      iv. New Years Eve
      v. New Years Day

iv. Having the after-hours permit will allow construction to quickly complete the erection of the sprung structure needed for the temporary facility required by the fire department. Additionally, scheduling this work outside of normal hours will help reduce traffic impacts from the nearby school and minimize disruptions to the public.

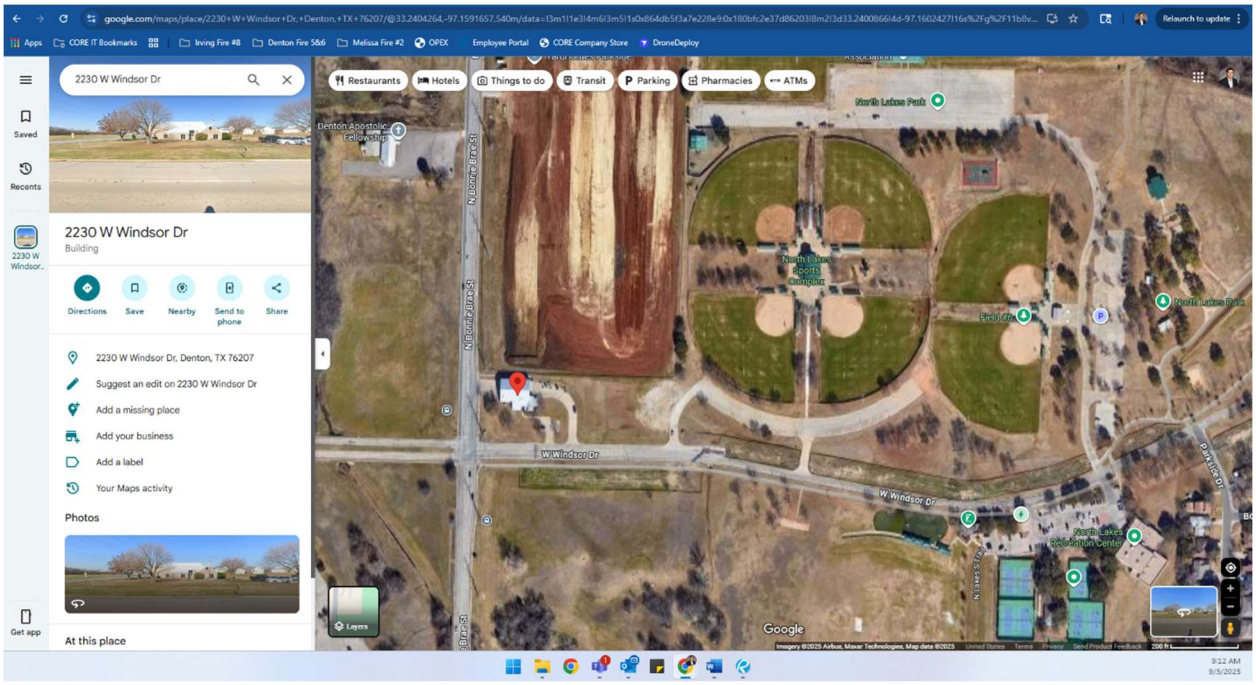
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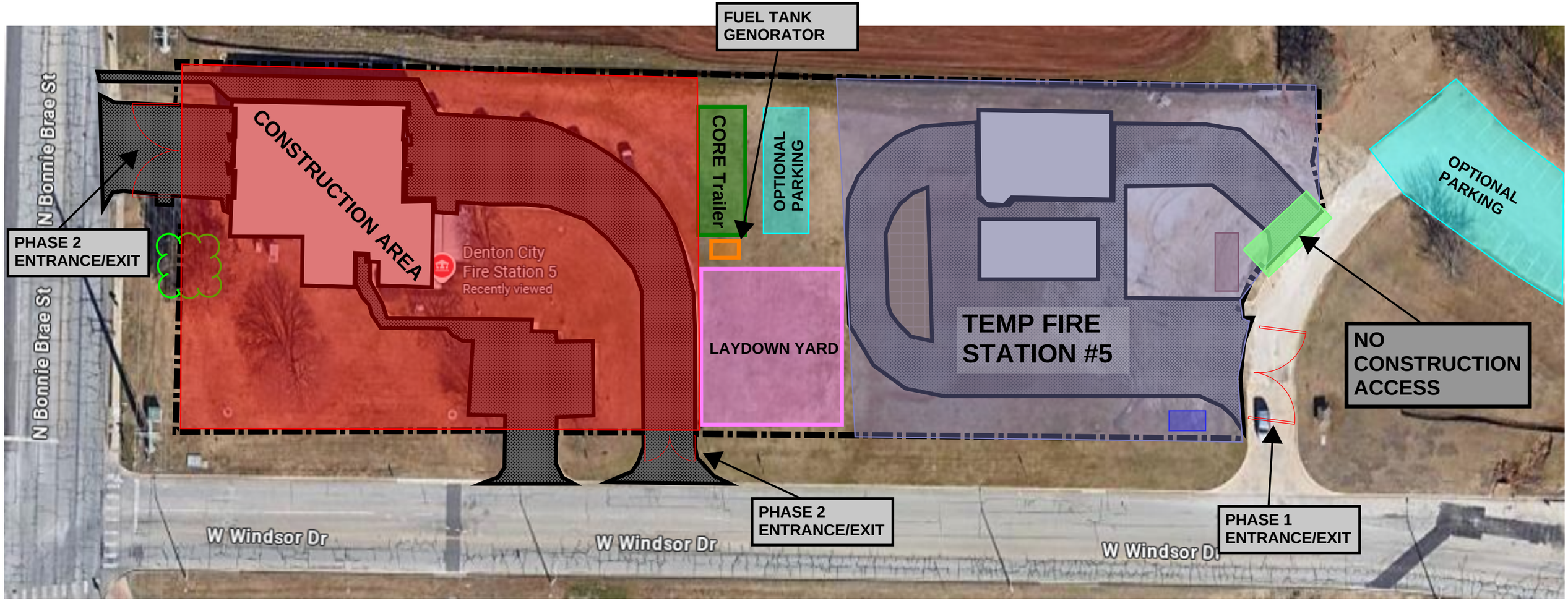
vi. This project is located near North Lakes Sports Complex and the Yard Homes Parkside; these are the closet properties to the construction area.
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Aerial map of the development area





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- CONSTRUCTION LIMITS

CoDenton Fire Station #5
Preliminary Logistics Plan

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING A SPECIAL PERMIT TO CORE CONSTRUCTION SERVICES OF TX, INC. TO ALLOW FOR WORK HOURS OUTSIDE THOSE ORDINARILY ALLOWED PURSUANT TO SECTION 17-20 (C)(3)(F) OF THE CITY OF DENTON CODE OF ORDINANCES, WITH RESPECT TO HOURS OF OPERATION RELATED TO THE CONSTRUCTION OF FIRE STATION 5 & 6: PROVIDING FOR APPROVAL OF A SPECIAL PERMIT FOR A VARIANCE IN THE HOURS OF OPERATION DURING WEEKDAYS AND WEEKENDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the hours for the erection, excavation, demolition, alteration, or repair work within the limits of the City of Denton are ordinarily limited to the hours between the hours of 6:00 a.m. and 8:30 p.m. Monday through Friday from June 1 to September 30; between 7:00 a.m. and 8:30 p.m. Monday through Friday from October 1 to May 31; between 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday, pursuant to Section 17-20(c)(3)(f) of the Code of Ordinances; and

WHEREAS, pursuant to this Code provision, the City Council may issue special permits or exceptions for construction work at other hours, in cases of urgent necessity and in the interest of public safety and convenience; and

WHEREAS, CORE Construction Services of TX, Inc., has requested a Special Permit, as shown in the attached Exhibit A, to allow work hours outside those ordinarily allowed for October 2025 through project completion (estimated to be November 2026) to allow for the construction of Fire Station 5 & 6, allowing for the continuous operations of associated work, authorizing unrestricted hours of operation; and

WHEREAS, Staff has reviewed and recommends approval of the submitted Special Permit submitted by CORE Construction Services of TX, Inc., as shown in Exhibit A; and

WHEREAS, the City Council further finds that granting a special permit for this construction project, limited to the extended hours requested, and limited to the restrictions contained herein, would serve the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. Pursuant to Section 17-20(c)(3)(f) of the Code of Ordinances,CORE Construction Services of TX, Inc. is hereby granted approval for the Noise Ordinance Special Permit submitted and attached as Exhibit A, for the amplified sound prohibition subject to the following restrictions:

1. Special Permit issued pursuant to Section 17-20(c)(3)(f) of the Code of Ordinances of the City of Denton, is granted only in connection with the construction of Fire Station 5 & 6 from October 2025 through project completion (estimated November 2026); and

2. CORE Construction Services of TX, Inc. agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the activity; and
3. This ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any advance warning, hearing, or compensation, for any reason at all, or for no reason; and
4. This ordinance shall be strictly construed as an exception granted pursuant to Section 17- 20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in connection with the construction activity, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 3. This ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the Fire Station 5 & 6 Project (November 2026), unless sooner repealed, modified, or rescinded.

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, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Marcella Lunn
_____

EXHIBIT A

(NOISE ORDINANCE SPECIAL PERMIT)

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services, Real Estate**

ACM: **Cassandra Ogden**

DATE: **October 21, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment, and quitclaim a public utility and slope easement being approximately 0.151-acre, situated in the M.E.P. & P.R.R. Survey, Abstract number 1469, recorded by County Clerk document number 2014-128542, Real Property Records, Denton County, Texas granted to the City of Denton by Habib Pyarali Arab; providing for the quitclaim thereof to Velocis Denton South JV, LP, a Delaware limited partnership; providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the conveyance of a easement and/or facilities to the City of Denton; providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton and providing for a severability and an effective date. (Mayhill 380 Business Park-Slope and Utility Easement Abandonments)

BACKGROUND

Velocis Denton South JV, LP, a Delaware limited partnership, ("Owner"), is the record owner of Mayhill 380 Business Park Addition and has requested the City of Denton to abandon and release a 0.151-acre Slope and Utility Easement ("Subject Easement") that is encumbering its Addition. Said addition is a Light Industrial 19.508-acre development located south of U.S. 380 "aka University", and west of and adjacent to Mayhill Road. The Additions new public improvements has made the subject Slope and Utility Easement area to not be needed.

The subject 0.151-acre Slope and Utility Easement was conveyed to the City of Denton in 2014 for the benefit of the City of Denton, Mayhill Road Project, to address the grading of the road supporting area and to address the public utilities located within the Owners Addition. As a negotiated settlement the Easement was purchased from Arab Habib Pyarali by the City of Denton for $19,493.00 to be used for the Mayhill Road Project.

The Slope interests of the Easement was designed as a temporary solution until the land of subject Addition was developed, and the Utility interests are not needed as the Owner dedicated a 20-foot Public Utility Easement by Plat, that goes beyond and overlaps the utility interests of the subject Easement requested for abandonment. The abandonment request of the slated Slope and Utility Easement is a housecleaning measure of the Owner to clarify the title and interests of the Addition.

The establishment of the Addition along with its required public improvements, has rendered the Subject Easement no longer necessary for the benefit of Public and is obsolete. The Owner has constructed Staff approved, public drainage improvements valued at $573,986, public road improvements valued at $210,027.30, public sanitary sewer improvements valued at $211,136.00, and public water improvements valued at $519,387.00, a total value of $1,514,536.30. Additionally, the Owner has dedicated by Plat, new Public Easements for the additions Public Improvements. A 20-foot Public Utility Easement was dedicated

by Plat that overlays, is currently being utilized, and its utility interests extend further than the same area of the Subject Easement requested for abandonment.

In accordance with Texas Local Government Code, section 272 an independent appraisal of the slated Abandonment Area was provided by the Owner. The fair market value of the abandonment area was appraised at Nineteen Thousand Eighty-two Dollars and No Cents ($19,082.00).

Staff recommends abandoning and releasing the Abandonment Area to the Owner with the payment of $19,493.00 of which the Subject Easement was originally purchased by the City of Denton. The Easement was acquired by the City of Denton using public funds and has no identified current or future use for the Subject Easement.

Staff performs an analysis on the request for abandonments as follows:

- Is the easement tract requested for abandonment considered "excess easement"?
- Does the easement tract requested for abandonment have a continued public use?
- Is it the best interests of the general public to abandon the government's rights in the subject abandonment tract?
- Would the granting of this request establish a precedent for future abandonment requests?

Staff findings on this analysis are as follows:

1. The requested Slope and Utility easement known as the abandonment tract, does fit the criteria of "excess easement." Excess easement is defined as: Property rights acquired or used by the City for easement subsequently declared excess (not needed for any public slope and utility project, the continuation of operation and maintenance of public slope and utility, and/or no foreseeable public slope and utility improvement applications in the future).
2. No, the abandonment tract is not slated for utilization for any future public slope and utility facilities.
3. The abandonment of abandonment tract is in the public's best interests, because the area of the subject abandonments is no longer needed for public slope and utility, and the area encumbered can be freed up for other uses.
4. This abandonment will not set a precedent, because the above three standards have been met.

If a Council member determines that he or she has a conflict of interest pursuant to the Ethics Ordinance, he or she may contact the City Attorney's Office to have a Recusal Form prepared prior to consideration of this agenda item.

OPTIONS

1. Approve proposed ordinance.
2. Decline to approve proposed ordinance.
3. Table for future consideration.

RECOMMENDATION

Staff recommends approval of the ordinance with the payment of $19,493.00 of which the Subject Easement was originally purchased by the City of Denton for the Mayhill Road Project.

ESTIMATED SCHEDULE OF PROJECT

Summer of 2025

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
N/A

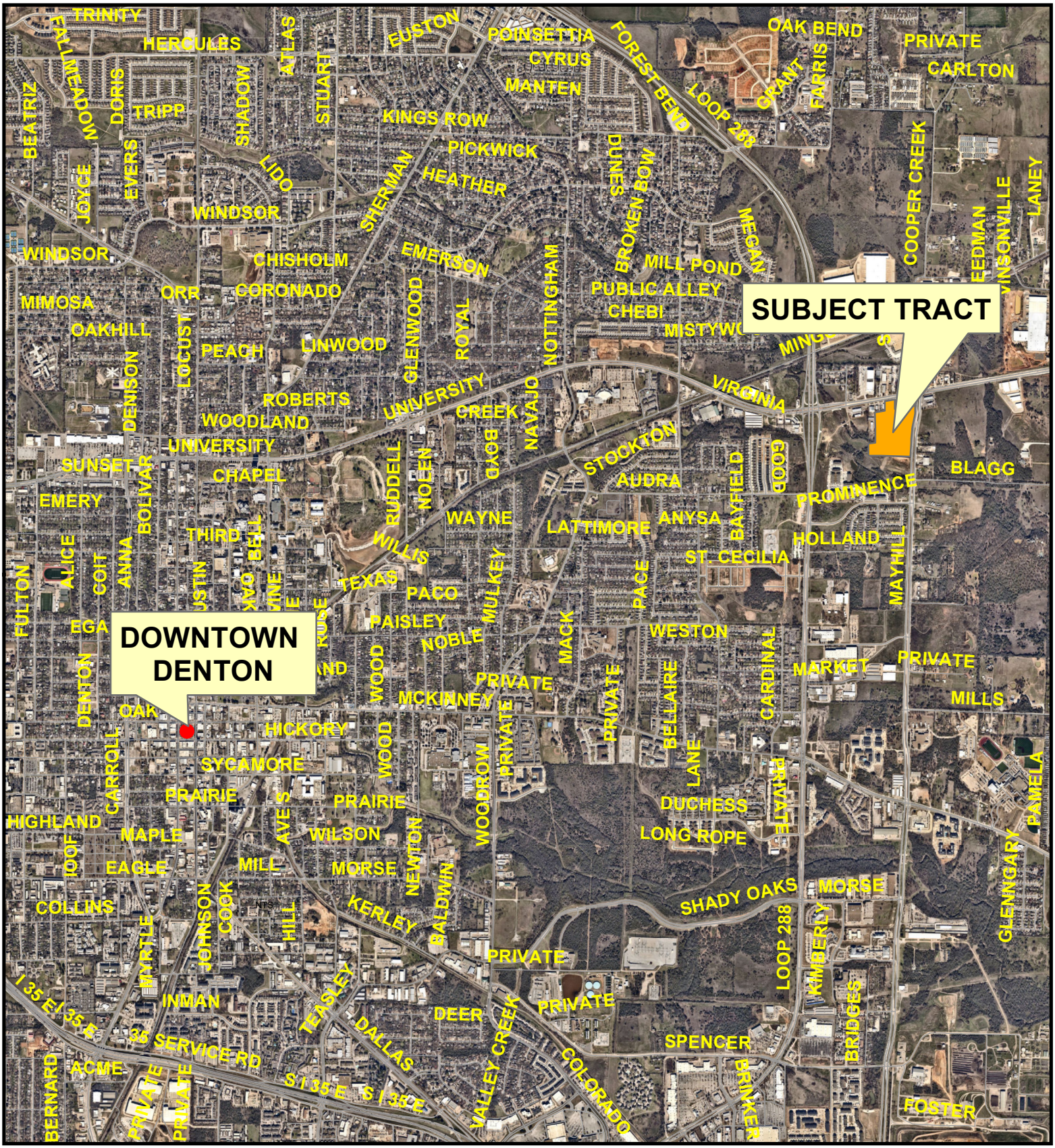
FISCAL INFORMATION
All costs associated with the processing of the abandonment request are being borne by the Applicant.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Location Map
Exhibit 3 - Site Map
Exhibit 4 - Subject Easement
Exhibit 5 - Secretary of State Corporation members list
Exhibit 6 - Ordinance

Respectfully submitted:
Deanna Cody, Deputy Director
Development Services-Real Estate

Prepared by:
Mark Laird
Senior Real Estate Specialist

LOCATION MAP

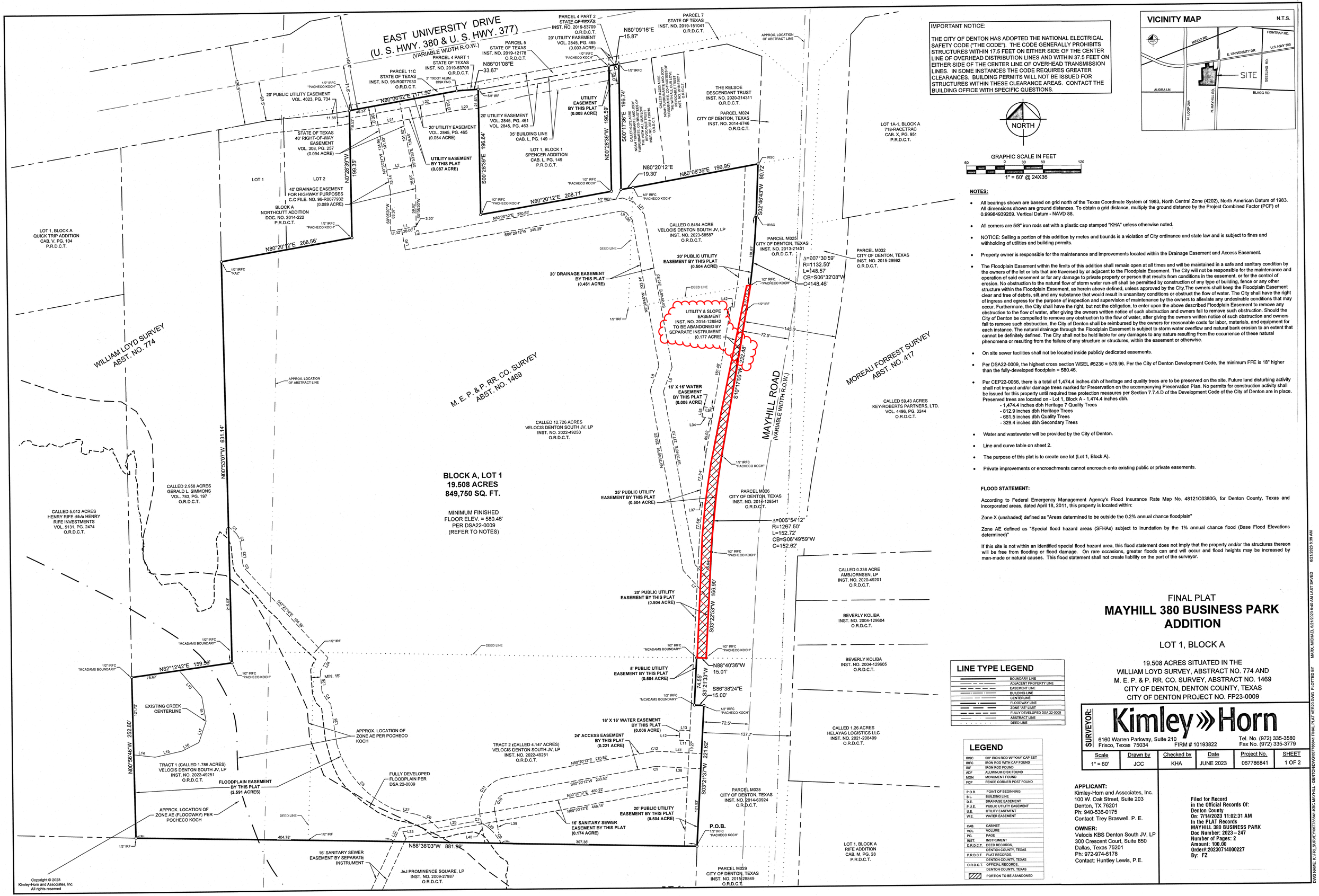


EAR25-0005 Mayhill 380 Business Park Addition
Easement Abandonment Request

N W E S

2,750 1,375 0 2,750 5,500 8,250 Feet

CITY OF DENTON



NOTES:

- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.99984939269. Vertical Datum - NAVD 88.
- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
- NOTICE: Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits.
- Property owner is responsible for the maintenance and improvements located within the Drainage Easement and Access Easement.
- The Floodplain Easement within the limits of this addition shall remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Floodplain Easement. The City will not be responsible for the maintenance and operation of said easement or for any damage to private property or person that results from conditions in the easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Floodplain Easement, as herein above defined, unless approved by the City.The owners shall keep the Floodplain Easement clear and free of debris, silt,and any substance that would result in unsanitary conditions or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance by the owners to alleviate any undesirable conditions that may occur. Furthermore, the City shall have the right, but not the obligation, to enter upon the above described Floodplain Easement to remove any obstruction to the flow of water, after giving the owners written notice of such obstruction and owners fail to remove such obstruction. Should the City of Denton be compelled to remove any obstruction to the flow of water, after giving the owners written notice of such obstruction and owners fail to remove such obstruction, the City of Denton shall be reimbursed by the owners for reasonable costs for labor, materials, and equipment for each instance. The natural drainage through the Floodplain Easement is subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. The City shall not be held liable for any damages to any nature resulting from the occurrence of these natural phenomena or resulting from the failure of any structure or structures, within the easement or otherwise.
- On site sewer facilities shall not be located inside publicly dedicated easements.
- Per DSA22-0009, the highest cross section WSEL #5236 = 578.96. Per the City of Denton Development Code, the minimum FFE is 18" higher than the fully-developed floodplain = 580.46.
- Per CEP22-0056, there is a total of 1,474.4 inches dbh of heritage and quality trees are to be preserved on the site. Future land disturbing activity shall not impact and/or damage trees marked for Preservation on the accompanying Preservation Plan. No permits for construction activity shall be issued for this property until required tree protection measures per Section 7.7.4.D of the Development Code of the City of Denton are in place. Preserved trees are located on - Lot 1, Block A - 1,474.4 inches dbh.
  - 1,474.4 inches dbh Heritage 7 Quality Trees
  - 812.9 inches dbh Heritage Trees
  - 661.5 inches dbh Quality Trees
  - 329.4 inches dbh Secondary Trees
- Water and wastewater will be provided by the City of Denton.
- Line and curve table on sheet 2.
- The purpose of this plat is to create one lot (Lot 1, Block A).
- Private improvements or encroachments cannot encroach onto existing public or private easements.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0380G, for Denton County, Texas and incorporated areas, dated April 18, 2011, this property is located within:

Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

Zone AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LINE TYPE LEGEND

	BOUNDARY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	BUILDING LINE
	CENTERLINE
	FLOODWAY LINE
	ZONE "AE" LIMIT
	FULLY DEVELOPED DSA 22-0009
	ABSTRACT LINE
	DEED LINE

LEGEND

IRSC	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
IRF	IRON ROD FOUND
ADF	ALUMINUM DISK FOUND
MON	MONUMENT FOUND
FCP	FENCE CORNER POST FOUND
P.O.B.	POINT OF BEGINNING
B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
CAB.	CABINET
VOL.	VOLUME
PG.	PAGE
INST.	INSTRUMENT
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
	PORTION TO BE ABANDONED

FINAL PLAT
MAYHILL 380 BUSINESS PARK ADDITION

LOT 1, BLOCK A

19.508 ACRES SITUATED IN THE
WILLIAM LOYD SURVEY, ABSTRACT NO. 774 AND
M. E. P. & P. RR. CO. SURVEY, ABSTRACT NO. 1469
CITY OF DENTON, DENTON COUNTY, TEXAS
CITY OF DENTON PROJECT NO. FP23-0009

SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	SHEET
1" = 60'	JCC	KHA	JUNE 2023	067786841	1 OF 2

APPLICANT:
Kimley-Horn and Associates, Inc.
100 W. Oak Street, Suite 203
Denton, TX 76201
Ph: 940-536-0175
Contact: Trey Braswell. P. E.

OWNER:
Velocis KBS Denton South JV, LP
300 Crescent Court, Suite 850
Dallas, Texas 75201
Ph: 972-974-6178
Contact: Huntley Lewis, P.E.

Filed for Record
in the Official Records Of:
Denton County
On: 7/14/2023 11:02:31 AM
In the PLAT Records
MAYHILL 380 BUSINESS PARK
Doc Number: 2023--247
Number of Pages: 2
Amount: 100.00
Order#:20230714000227
By: FZ

DWG NAME: K:\FRI_SURVEY\067786841\SBC MAYHILL - DENTON\DWG\067786841 FINAL PLAT VER2.DWG PLOTTED BY: MARX, MICHAEL 6/21/2023 8:40 AM LAST SAVED: 6/21/2023 8:39 AM

OWNERS CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHERE AS VELOCIS DENTON SOUTH JV, is the rightful owners of a tract of land situated in the William Loyd Survey, Abstract No. 774 and the M. E. P. & P. RR. Company Survey, Abstract No. 1469, City of Denton, Denton County, Texas, and being all of a called 12.726-acre tract of land, described in a General Warranty Deed to Velocis Denton South JV, LP, as recorded in Instrument No. 2022-49250, all of a called Tract 1 (1.786-acres), all of a called Tract 2 (4.147-acres), described in a General Warranty Deed to Velocis Denton South JV, LP, as recorded in Instrument No. 2022-49251, and all of a called 0.8464-acre tract of land, described in a General Warranty Deed to Velocis Denton South JV, LP, as recorded in Instrument No. 2023-58587, all of the Official Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for the southeast corner of said Tract 2 (4.147-acres), same being on the northerly line of that tract of land, described in a deed to JnJ Prominence Square, LP, recorded in Instrument No. 2009-27987 of the Official Records of Denton County, Texas, same also being on the westerly right of way line of Mayhill Road, a variable width right of way;

THENCE North 88°38'03" West, departing the westerly right of way line of said Mayhill Road, along the northerly line of said JnJ Prominence Square, LPtract, the southerly line of said Tract 2 (4.147-acres), passing a 1/2-inch iron rod found for the south common corner of said Tract 2 (4.147-acres) and aforesaid Tract 1 (1.786-acres), continuing along the southerly line of said Tract 1 (1.786-acres), a total distance of 881.99 feet to a 1/2-inch iron rod found for the southwest corner of said Tract 1 (1.786-acres);

THENCE North 00°56'46" West, along an easterly line of said JnJ Prominence Square, LP, tract and the westerly line of said Tract 1 (1.786-acres), a distance of 252.80 feet to a 1/2-inch iron rod with a plastic cap, stamped "MCADAMS BOUNDARY" found for the westerly, northwest corner of said. Tract 1 (1.786-acres), same being the southwest corner of a called 2.958-acre tract of land, described in a deed to Gerald L. Simons, as recorded in Volume 783, Page 197 of the Official Records of Denton County, Texas;

THENCE North 82°12'42" East, along a northerly line of said Tract 1 (1.786-acres) and the southerly line of said 2.958-acre tract, a distance of 159.59 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for the southeast corner of said 2.958-acre tract;

THENCE North 00°53'07" West, along the easterly line of said 2.958-acre tract, the westerly line of said Tract 1 (1.786-acres), passing a 1/2-inch iron rod with a plastic cap, stamped "MCADAMS BOUNDARY" found for the northerly, northwest corner of said. Tract 1 (1.786-acres) and the southwest corner of aforesaid 12.726-acre tract, continuing along the westerly line of said 12.726-acre tract, for a total distance of 631.14 feet to a 1/2-inch iron rod with a plastic cap, stamped "KAZ" found for the westerly, northwest corner of said 12.726-acre tract, same being the southwest corner of Lot 1, Block A of Northcutt Addition, an addition to the City of Denton, according to the Final Plat, recorded in Document No. 2014-222 of the Plat Records of Denton County, Texas;

THENCE North 80°20'12" East, along a northerly line of said 12.726-acre tract, the southerly line of said Lot 1, Block A and the southerly line of Lot 2, Block A of said Northcutt Addition, a distance of 208.56 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for the southeast corner of said Lot 2;

THENCE North 00°28'39" West, along the easterly line of said Lot 2 and a westerly line of said 12.726-acre tract, a distance of 199.35 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for the northerly, northwest corner of said 12.726-acre tract, same being on the southerly right of way line of East University Drive (U. S. Highway 380 and U. S. Highway 377), a variable width right of way;

THENCE North 80°06'52" East, along the northerly line of said 12.726-acre tract and the southerly right of way line of said East University Drive (U. S. Highway 380 and U. S. Highway 377), a distance of 171.90 feet to a 2 inch TXDoT aluminum right of way disk found for an angle point;

THENCE North 86°01'08" East, continuing along the northerly line of said 12.726-acre tract and the southerly right of way line of said East University Drive (U. S. Highway 380 and U. S. Highway 377), a distance of 33.67 feet to a 5/8-inch iron rod found for a northeast corner of said 12.726-acre tract, same being on the westerly line of Lot 1, Block 1 of Spencer Addition, an addition to the City of Denton, according to the Final Plat, recorded in Cabinet L, Page 149 of the Plat Records of Denton County, Texas;

THENCE South 00°28'39" East, departing the southerly right of way line of said East University Drive (U. S. Highway 380 and U. S. Highway 377), along the common line of said 12.726-acre tract and said Lot 1, Block 1, a distance of 196.64 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for the southwest corner of said Lot 1;

THENCE North 80°20'12" East, along the common line of said 12.726-acre tract and said Lot 1, Block 1, a distance of 208.71 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for the southeast corner of said Lot 1;

THENCE North 00°28'39" West, along the common line of said 12.726-acre tract and said Lot 1, Block 1, a distance of 196.59 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for a northwesterly corner of said 12.726-acre tract, same being the southerly right of way line of said East University Drive (U. S. Highway 380 and U. S. Highway 377);

THENCE North 80°09'16" East, along the northerly line of said 12.726-acre tract and the southerly right of way line of said East University Drive (U. S. Highway 380 and U. S. Highway 377), a distance of 15.87 feet to a 1/2-inch iron rod found for the northerly, northeast corner of said 12.726-acre tract, same being on the westerly line of a called 0.272-acre tract of land, described in a deed to The With All Our Love Revocable Trust, as recorded in Instrument No. 2018-138216 of the Official Records of Denton County, Texas;

THENCE South 00°17'36" East, departing the southerly right of way line of said East University Drive (U. S. Highway 380 and U. S. Highway 377), along the common line of said 12.726-acre tract and said 0.272-acre tract, a distance of 196.74 feet to a 1/2-inch iron rod with a plastic cap found for the southwest corner of said 0.272-acre tract;

THENCE North 80°20'12" East, along the common line of said 12.726-acre tract and said 0.272-acre tract, a distance of 19.30 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for a northeast corner of said 12.726-acre tract, same being the northwest corner of said 0.8464-acre tract;

THENCE North 80°06'35" East, along the northerly line of said 0.8464-acre tract, the southerly line of said 0.272-acre tract, the southerly line of a called 0.2203-acre tract of land, described in a deed to Noah Turrubiarte and Jody Turrubiarte, Co-Trustees of The With All Our Love Revocable Trust, as recorded in Instrument No. 2018-138217 of the Official Records of Denton County, Texas, and along the southerly line of a tract of land described in a deed to The Kelsoe Descendant Trust, recorded in Instrument No. 2000-2143 of the Official Records of Denton County, Texas, a distance of 199.95 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said 0.8464-acre tract, same being on the southerly line of said Kelsoe tract, same also being on the westerly right-of-way line of said Mayhill Road;

THENCE South 02°46'43" West, along the westerly right of way line of said Mayhill Road and along the easterly line of said 0.8464-acre, a distance of 80.72 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the beginning of a non-tangent curve to the right with a radius of 1,132.50 feet, a central angle of 07°30'59", and a chord bearing and distance of South 06°32'08" West, 148.46 feet;

THENCE in a southerly direction, continuing along the westerly right of way line of said Mayhill Road and along the easterly line of said 12.726-acre, with said non-tangent curve to the right, an arc distance of 148.57 feet to a 1/2-inch iron rod found for the end of said curve;

THENCE South 10°17'06" West, continuing along the easterly line of said 12.726-acre tract and the westerly right of way line of said Mayhill Road, a distance of 232.48 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for the beginning of a tangent curve to the left with a radius of 1,267.50 feet, a central angle of 06°54'12", and a chord bearing and distance of South 06°49'59" West, 152.62 feet;

THENCE in a southerly direction, continuing along the easterly line of said 12.726-acre tract and the westerly right of way line of said Mayhill Road, with said tangent curve to the left, an arc distance of 152.72 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for the end of said curve;

THENCE South 03°22'53" West, continuing along the easterly line of said 12.726-acre tract and the westerly right of way line of said Mayhill Road, a distance of 166.90 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for the southeast corner of said 12.726-acre tract;

THENCE North 88°40'36" West, along the southerly line of said 12.726-acre tract and the westerly right of way line of said Mayhill Road, a distance of 15.01 feet to a 1/2-inch iron rod with a plastic cap, stamped "MCADAMS BOUNDARY" found for the northeast corner of aforesaid Tract 2 (4.147-acres);

THENCE South 03°21'33" West, along the easterly line of said Tract 2 (4.147-acres) and the westerly right of way line of said Mayhill Road, a distance of 74.55 feet to a 1/2-inch iron rod with a plastic cap, stamped "MCADAMS BOUNDARY" found for corner;

THENCE South 86°38'24" East, continuing along the easterly line of said Tract 2 (4.147-acres) and the westerly right of way line of said Mayhill Road, a distance of 15.00 feet to a 1/2-inch iron rod with a plastic cap, stamped "PACHECO KOCH" found for corner;

THENCE South 03°21'37" West, continuing along the easterly line of said Tract 2 (4.147-acres) and the westerly right of way line of said Mayhill Road, a distance of 221.62 feet to the **POINT OF BEGINNING** and containing 19.508 acres (849,750 square feet) of land, more or less.

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OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **VELOCIS DENTON SOUTH JV, LP**, does hereby adopt this plat designating the herein described property as **MAYHILL 380 BUSINESS PARK ADDITION**, an addition to Denton County, Texas, and do hereby dedicate to the public use forever the streets and alleys shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodations of all public utilities desiring to or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fence, trees, shrubs or other growths or improvements which in any way endangers or interferes with the construction, maintenance, or efficiency of its respective systems on any of these easement strips, and any public utility shall, at all times, have the right of ingress and egress to and from and upon the said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring permission of anyone.

WITNESS MY HAND, this 21st day of June, 2023.

BY: VELOCIS DENTON SOUTH JV, LP, a Delaware limited partnership

By: VIF GP, LLC, a Delaware limited liability company.
its General Partner

By: Paul Smith
Signature

By: PAUL SMITH
Printed Name

By: VICE PRESIDENT
Title

STATE OF TEXAS §

COUNTY OF DALLAS **§**

BEFORE ME, the undersigned authority, on this day personally appeared PAUL SMITH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 21ST day of JUNE, 2023.

Notary Public, State of Texas

MICHAEL H GRESHAM
Notary Public, State of Texas
Comm. Expires 07-28-2024
Notary ID 13259249-8

LINE TABLE			LINE TABLE			LINE TABLE					
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S80°05'58"W	40.62'	L23	S05°19'46"E	25.26'	C1	6°14'34"	159.52'	17.38'	N47°31'14"W	17.37'
L2	N80°06'30"E	40.00'	L24	S29°56'10"W	24.67'	C2	27°32'20"	45.17'	21.71'	N16°36'17"W	21.50'
L3	S09°39'48"E	13.18'	L25	S03°45'31"E	31.25'	C3	40°26'51"	25.06'	17.69'	S29°32'16"E	17.33'
L4	S69°39'48"E	18.49'	L26	S08°07'28"E	64.14'	C4	23°37'07"	60.18'	24.81'	S33°59'14"E	24.63'
L5	S20°20'12"W	40.00'	L27	S77°38'46"E	33.13'	C5	50°43'14"	161.10'	142.61'	S41°06'05"E	138.00'
L6	S41°49'45"E	34.73'	L28	N79°41'59"E	50.92'	C6	34°02'27"	70.22'	41.72'	N57°23'29"W	41.11'
L7	N41°49'45"W	60.35'	L29	S50°13'31"E	9.52'	C7	43°18'42"	37.56'	28.39'	N75°29'46"W	27.72'
L8	N20°20'12"E	40.00'	L30	S39°39'48"E	14.90'	C8	10°59'14"	134.04'	25.70'	N36°27'43"W	25.66'
L9	N69°39'48"W	7.78'	L31	S39°39'48"E	25.62'	C9	13°19'13"	25.00'	5.81'	S86°59'48"W	5.80'
L10	N09°39'48"W	33.10'	L32	N25°11'29"E	22.96'	C10	90°00'00"	25.00'	39.27'	S35°20'12"W	35.36'
L11	N86°37'54"W	16.00'	L33	N25°11'29"E	7.54'	C11	90°00'00"	49.00'	76.97'	S35°20'12"W	69.30'
L12	N03°26'58"E	16.00'	L34	N79°42'54"W	16.00'	C12	13°19'13"	49.00'	11.39'	S86°59'48"W	11.37'
L13	S86°37'54"E	16.00'	L35	N10°17'06"E	16.00'						
L14	S83°02'00"E	33.50'	L36	S79°42'54"E	16.00'						
L15	N78°03'16"E	43.60'	L37	N83°10'01"W	5.00'						
L16	N63°32'03"E	29.91'	L38	N86°20'35"W	68.04'						
L17	N19°27'34"E	35.18'	L39	S09°39'48"E	51.08'						
L18	N09°26'11"W	38.83'	L40	N09°39'48"W	46.40'						
L19	N39°46'40"W	54.89'	L41	S86°20'35"E	67.92'						
L20	N86°01'08"E	30.29'	L42	N79°42'18"W	5.00'						
L21	N80°06'52"E	175.32'									
L22	N80°08'14"E	205.96'									

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Denton, Texas.

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Phone 972-335-3580

STATE OF TEXAS
REGISTERED
MICHAEL B. MARX
5181
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael B. Marx, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of June, 2023.

Notary Public, State of Texas

TRACI MCHENRY
Notary Public, State of Texas
Comm. Expires 11-10-2025
Notary ID 133441612

APPROVED BY THE PLANNING AND ZONING COMMISSION

ON THIS THE 14th DAY OF June, 2023

PLANNING AND ZONING CHAIRPERSON

CITY SECRETARY

CITY OF DENTON
DENTON, TEXAS

FINAL PLAT
MAYHILL 380 BUSINESS PARK ADDITION

LOT 1, BLOCK A

19.508 ACRES SITUATED IN THE
WILLIAM LOYD SURVEY, ABSTRACT NO. 774 AND
M. E. P. & P. RR. CO. SURVEY, ABSTRACT NO. 1469
CITY OF DENTON, DENTON COUNTY, TEXAS
CITY OF DENTON PROJECT NO. FP23-0009

SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	SHEET
N/A	JCC	KHA	JUNE 2023	067786841	2 OF 2

APPLICANT:
Kimley-Horn and Associates, Inc.
100 W. Oak Street, Suite 203
Denton, TX 76201
Ph: 940-536-0175
Contact: Trey Braswell. P. E.

OWNER:
Velocis KBS Denton South JV, LP
300 Crescent Court, Suite 850
Dallas, Texas 75201
Ph: 972-874-6178
Contact: Huntley Lewis, P.E.

Filed for Record
in the Official Records Of:
Denton County
On: 7/14/2023 11:02:31 AM
In the PLAT Records
MAYHILL 380 BUSINESS PARK
Doc Number: 2023-247
Number of Pages: 2
Amount: 100.00
Order#:20230714000227
By: FZ

DWG NAME: K:\FW_SURVEY\067786841-DBC MAYHILL - DENTON\DWG\067786841 FINAL PLAT VER2.DWG PLOTTED BY: MARX, MICHAEL 6/21/2023 8:40 AM LAST SAVED: 6/21/2023 8:39 AM



Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202

Instrument Number: 2014-128542

As

Recorded On: December 19, 2014 **Easement**

Parties: ARAB HABIB PYARALI **Billable Pages: 7**

To **Number of Pages: 7**

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Easement	50.00
Total Recording:	**50.00**

************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-128542
Receipt Number: 1235919
Recorded Date/Time: December 19, 2014 04:06:16P

User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

TITLE RESOURCES
WILL CALL
DENTON TX 76202

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

#100399

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY AND SLOPE EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THAT Habib Pyarali Arab ("Grantor"), in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by the City of Denton, Texas, receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and does by these presents GRANT, BARGAIN, SELL and CONVEY unto the City of Denton, Texas ("Grantee") a perpetual utility and slope easement in, along, upon, under, over and across the following described property (the "Property"), owned by Grantor, and situated in Denton County, Texas, located in the M.E.P. and P.R.R. Company Survey, Abstract No. 1469, in the City of Denton, Denton County, Texas, to wit:

PROPERTY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B",

ATTACHED HERETO AND MADE A PART HEREOF

For the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually maintaining utilities and lateral slope, and related facilities and appurtenances, in, along, upon, under, over and across said Property, including without limitation, the free and uninterrupted use, liberty, passage, ingress, egress and regress, at all times in, along, upon, under, over and across the Property to Grantee herein, its agents, employees, contractors, workmen and representatives, for the purposes set forth herein, including without limitation, the making additions to, improvements on and repairs to said facilities and/or lateral slope features or grade, or any part thereof.

This Easement is subject to the following covenants and agreements:

1. Structures. No buildings, fences, structures, signs, facilities, improvements or obstructions of any kind, or portions thereof, shall be constructed, erected, reconstructed or placed in, along, upon, under, over or across the Property by Grantor. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may alter the grade of the Property and may remove from the Property, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Property and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions in any manner it deems appropriate without liability to Grantee.

2. Maintenance of Lateral Slope. No activity, of any kind, shall be conducted on the Property by Grantor that may impair, damage or destroy the lateral slope, including without limitation, excavation or movement of soil or other material.

3. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Property by way of existing public property or right-of-way.

4. Trees and Landscaping. No shrub or tree shall be planted upon the Property or that may encroach upon the Property. Grantee may cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may encroach or overhang upon the Property without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

5. Grantor's Rights. Grantor shall have the right, subject to the covenants and restrictions contained herein, to make use of the Property for any purpose that does not interfere with Grantee's rights granted to it herein for the purposes granted.

6. Successors and Assigns. This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their heirs, devisees, successors and assigns.

TO HAVE AND TO HOLD unto the said City of Denton, Texas as aforesaid for the purposes aforesaid the premise above described.

Witness our hand, this the 19 day of Dec, 2014.

Grantor:

HABIB PYARALI ARAB

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on Dec 19, 2014 by of Habib Pyarali Arab.

V KUBIAK
NOTARY PUBLIC
STATE OF TEXAS
My Comm Exp. 07-21-2017

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:
City of Denton – Engineering Department
901-A Texas Street
Denton, Texas 76209
Attn: Paul Williamson

Arthur Surveying Co., Inc.
Professional Land Surveyors
P.O. Box 54 ~ Lewisville, Texas 75067
Office: (972) 221-9439 ~ Fax: (972) 221-4675

EXHIBIT "A"
SLOPE EASEMENT
0.151Acres
City of Denton, Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract Number 1469, City of Denton, Denton County, Texas, and being part of that certain tract of land described by deed to Habib Pyarali Arab, recorded Volume 4634, Page 2260, Deed Records, Denton County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a "PK" Nail set in Mayhill Road for the most easterly northeast corner of said Arab tract and the southeast corner of a tract of land described by deed to Earl Edwards and wife, Ruth Edwards, recorded in Volume 1546, Page 775, D.R.D.C.T.;

THENCE South 02 degrees 40 minutes 25 seconds West, with the east line of said Arab tract and with Mayhill Road, a distance of 35.49 feet to a point for corner;

THENCE South 80 degrees 14 minutes 47 seconds West, over and across said Arab tract, a distance of 76.78 feet to the **POINT OF BEGINNING**, same point being the beginning of a non-tangent curve to the right, having a radius of 1132.50 feet;

THENCE over and across said Arab tract, with said curve to the right, through a central angle of 00 degrees 03 minutes 20 seconds, whose chord bears South 10 degrees 15 minutes 27 seconds West at 1.10 feet, an arc length of 1.10 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for corner;

THENCE South 10 degrees 17 minutes 07 seconds West, over and across said Arab tract, a distance of 232.48 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the beginning of a curve to the left, having a radius of 1267.50 feet;

THENCE over and across said Arab tract, with said curve to the left, through a central angle of 06 degrees 54 minutes 12 seconds, whose chord bears South 06 degrees 50 minutes 00 seconds West at 152.62 feet, an arc length of 152.72 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner;

THENCE South 03 degrees 22 minutes 54 seconds West, over and across said Arab tract, a distance of 166.98 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner in the south line of said Arab tract and the north line of a tract of land described by deed to Ken Hodge and Associates, recorded in Volume 2321, Page 939, D.R.D.C.T.;

THENCE North 88 degrees 39 minutes 45 seconds West, with the south line of said Arab tract and the north line of said Hodge tract, a distance of 15.01 feet to a point for corner;

THENCE North 03 degrees 22 minutes 54 seconds East, over and across said Arab tract, a distance of 167.51 feet to the beginning of a curve to the right, having a radius of 1282.50 feet;

(continued)

rthur Surveying Co., Inc.
Professional Land Surveyors
P.O. Box 54 ~ Lewisville, Texas 75067
Office: (972) 221-9439 ~ Fax: (972) 221-4675

THENCE over and across said Arab tract, with said curve to the right, through a central angle of 03 degrees 52 minutes 02 seconds, whose chord bears North 05 degrees 18 minutes 55 seconds East at 86.54 feet, an arc length of 86.56 feet to a point for corner;

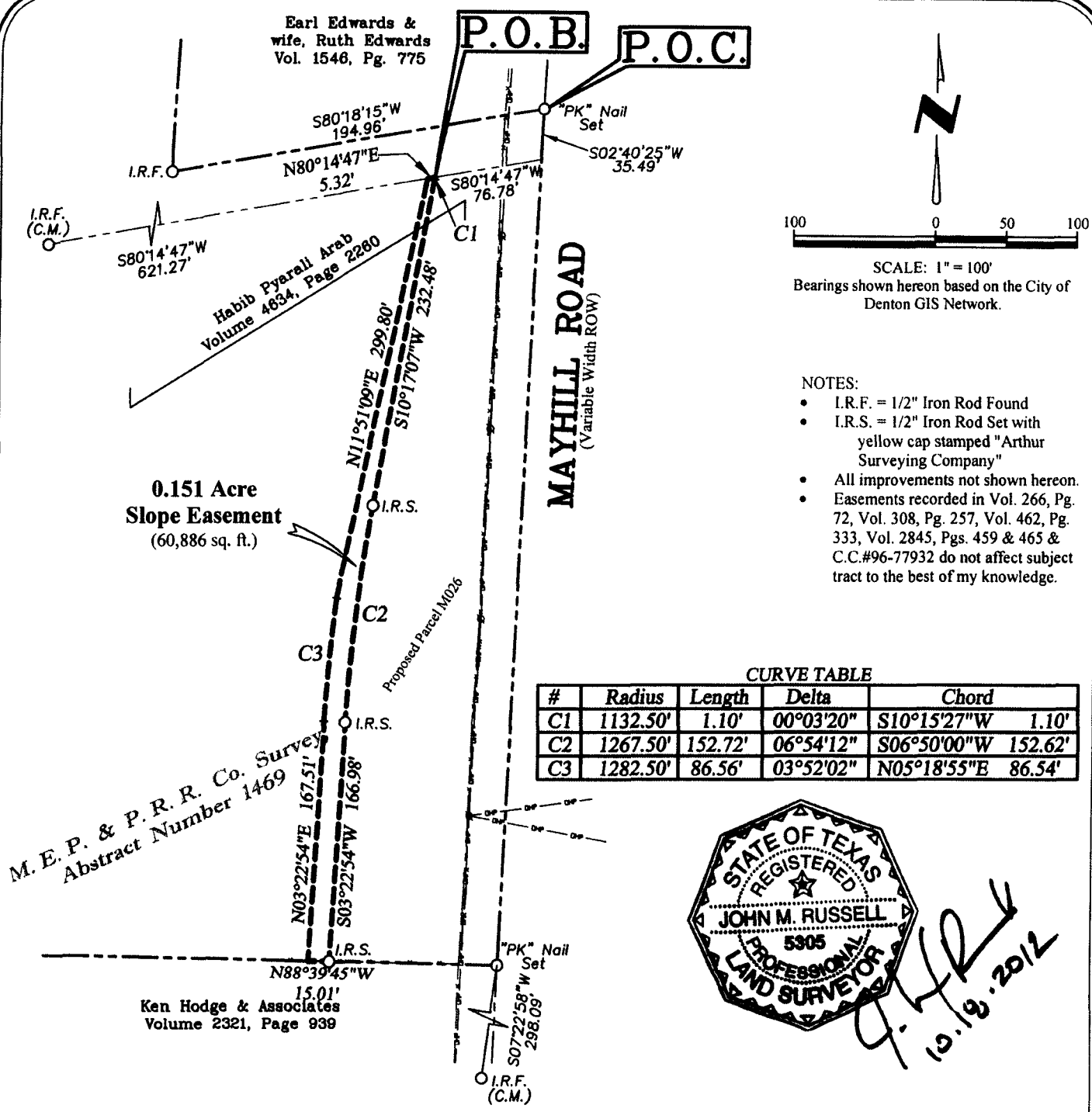
THENCE North 11 degrees 51 minutes 09 seconds East, over and across said Arab tract, a distance of 299.80 feet to a point for corner;

THENCE North 80 degrees 14 minutes 47 seconds East, over and across said Arab tract, a distance of 5.32 feet to the **POINT OF BEGINNING** and containing 0.151 acre of land.

10.18.2012

STATE OF TEXAS
REGISTERED
JOHN M. RUSSELL
5305
PROFESSIONAL
LAND SURVEYOR

C1107131-45
Parcel M026-SE



SCALE: 1" = 100'
Bearings shown hereon based on the City of Denton GIS Network.

NOTES:

- I.R.F. = 1/2" Iron Rod Found
- I.R.S. = 1/2" Iron Rod Set with yellow cap stamped "Arthur Surveying Company"
- All improvements not shown hereon.
- Easements recorded in Vol. 266, Pg. 72, Vol. 308, Pg. 257, Vol. 462, Pg. 333, Vol. 2845, Pgs. 459 & 465 & C.C.#96-77932 do not affect subject tract to the best of my knowledge.

CURVE TABLE

#	Radius	Length	Delta	Chord	
C1	1132.50'	1.10'	00°03'20"	S10°15'27"W	1.10'
C2	1267.50'	152.72'	06°54'12"	S06°50'00"W	152.62'
C3	1282.50'	86.56'	03°52'02"	N05°18'55"E	86.54'

STATE OF TEXAS
REGISTERED
JOHN M. RUSSELL
5305
PROFESSIONAL
LAND SURVEYOR

12.19.2012

EXHIBIT "B"

Slope Easement

0.151 Acre

M.E.P. & P.R.R. Co. Survey, Abstract Number 1469

City of Denton
Denton County, Texas

-- 2012 --

SURVEYORS CERTIFICATION:
The undersigned does hereby certify to Title Resources (G.F. No. 102399 & 102401) that this survey was this day made on the ground of the property legally described hereon and is correct, and to the best of my knowledge, there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way that I have been advised of except as shown hereon.

Arthur Surveying Co., Inc.
Professional Land Surveyors
P.O.Box 54 – Lewisville, Texas 75067
Office: (972) 221-9439 Fax: (972) 221-4675
Established 1986

C1107131-45-Parcel M026-SE

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	804478101	**Entity Type:**	Foreign Limited Partnership
Original Date of Filing:	February 28, 2022	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32083455280	**FEIN:**	

Name:	Velocis Denton South JV, LP
Address:	300 Crescent Court, Suite 850 Dallas, TX 75201 USA
Fictitious Name:	N/A
Jurisdiction:	DE, USA
Foreign Formation Date:	February 25, 2022

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Last Update	Name	Title	Address
March 16, 2022	VIF GP, LLC	General Partner	300 Crescent Court, Suite 850 Dallas, TX 75201 USA

Order | Return to Search

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	804927408	**Entity Type:**	Foreign Limited Liability Company (LLC)
Original Date of Filing:	January 31, 2023	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32088339448	**FEIN:**	

Name:	VIF GP, LLC
Address:	300 Crescent Court, Suite 850 Dallas, TX 75201 USA
Fictitious Name:	N/A
Jurisdiction:	DE, USA
Foreign Formation Date:	February 15, 2022

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Last Update	Name	Title	Address
December 27, 2024	VELOCIS INDUSTRIAL FUND GP LP	MEMBER	300 CRESCENT COURT STE 850 DALLAS, TX 75201 USA

Order | Return to Search

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	804926830	**Entity Type:**	Foreign Limited Partnership
Original Date of Filing:	January 31, 2023	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32088339737	**FEIN:**	

Name:	Velocis Industrial Fund GP, LP
Address:	300 Crescent Court, Suite 850 Dallas, TX 75201 USA
Fictitious Name:	N/A
Jurisdiction:	DE, USA
Foreign Formation Date:	October 27, 2021

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Last Update	Name	Title	Address
February 14, 2023	Velocis Industrial UGP, LLC	General Partner	300 Crescent Court, Suite 850 Dallas, TX 75201 USA

Order | Return to Search

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	804927518	**Entity Type:**	Foreign Limited Liability Company (LLC)
Original Date of Filing:	January 31, 2023	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32088339356	**FEIN:**	

Name:	Velocis Industrial UGP, LLC
Address:	300 Crescent Court, Suite 850 Dallas, TX 75201 USA
Fictitious Name:	N/A
Jurisdiction:	DE, USA
Foreign Formation Date:	April 26, 2021

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Last Update	Name	Title	Address
December 27, 2024	VELOCIS MANAGEMENT LLC	MEMBER	300 CRESCENT COURT STE 850 DALLAS, TX 75201 USA

Order | Return to Search

Instructions:

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TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	802134269	**Entity Type:**	Foreign Limited Liability Company (LLC)
Original Date of Filing:	January 12, 2015	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32056102489	**FEIN:**	

Name:	Velocis Management, LLC
Address:	3131 McKinney Avenue, Ste. 10 Dallas, TX 75204 USA
Fictitious Name:	N/A
Jurisdiction:	DE, USA
Foreign Formation Date:	December 12, 2014

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Last Update	Name	Title	Address
November 20, 2024	MOANA HOLDINGS LP	MEMBER/MGR	3524 GILLESPIE STREET DALLAS, TX 75219 USA
November 20, 2024	AUSTIN AMHERST LTD	MEMBER/MGR	4401 HANOVER DALLAS, TX 75225 USA
November 20, 2024	DAVID SEIFERT	MEMBER/MGR	5427 BRYN MAWR DRIVE DALLAS, TX 75209 USA
November 20, 2024	PRS FAMILY LLC	MEMBER/MGR	6107 WOODLAND DRIVE DALLAS, TX 75209 USA
November 20, 2024	YODER POTOMAC FAMILY INTERESTS LLC	MEMBER/MGR	13760 NOEL ROAD SUITE 500 DALLAS, TX 75240 USA
November 20, 2024	STEPHEN M LIPSCOMB	MEMBER/MGR	4311 OAK LAWN SUITE 370 DALLAS, TX 75219 USA

Order | Return to Search

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON PROVIDING FOR THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM A PUBLIC UTILITY AND SLOPE EASEMENT BEING APPROXIMATELY 0.151-ACRE, SITUATED IN THE M.E.P. & P.R.R. SURVEY, ABSTRACT NUMBER 1469, RECORDED BY COUNTY CLERK DOCUMENT NUMBER 2014-128542, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS GRANTED TO THE CITY OF DENTON BY HABIB PYARALI ARAB; PROVIDING FOR THE QUITCLAIM THEREOF TO VELOCIS DENTON SOUTH JV, LP, A DELAWARE LIMITED PARTNERSHIP; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM MADE HEREIN; PROVIDING FOR THE CONVEYANCE OF A EASEMENT AND/OR FACILITIES TO THE CITY OF DENTON; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF DENTON AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT HEREIN; PROVIDING FOR CONSIDERATION TO BE PAID TO THE CITY OF DENTON AND PROVIDING FOR A SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") is the holder of a 0.151 acre Public Slope and Utility Easement granted by Habib Pyarali Arab, recorded by County Clerk File No. 2014-128542, Real Property Records of Denton County, Texas (the "Subject Easement"); and

WHEREAS, Velocis Denton South JV, LP, a Delaware limited partnership ("Grantee"), is the record abutting owner of the property subject to the Subject Easements, General Warranty Deed recorded by County Clerk File Number 2022-49250, Real Property Records, Denton County, Texas, General Warranty Deed recorded by County Clerk File Number 2022-49251, Real Property Records, Denton County, Texas, General Warranty Deed recorded by County Clerk File Number 2023-58587, Real Property Records, Denton County, Texas; and

WHEREAS, the Grantee has requested the City to abandon, relinquish, and quitclaim the 0.151-acre Slope and Utility Easement ("Abandonment Tract"), as the Abandonment Tract encumber areas of the Mayhill 380 Business Park Addition, County Clerk File Number 2023-247, Plat Records, Denton County, Texas and encumbers certain Lots from being developed for its slated Light Industrial use; and

WHEREAS, site grading and public utilities have been installed by Grantee and accepted by City Staff eliminating the need for the Abandonment Tract; and

WHEREAS, the Grantee, as required by the Denton Development Code, has constructed public utility infrastructure improvements, and graded the site to provide the necessary public improvements for the development and has conveyed public easements by Plat for which the new public improvements are located within; and

WHEREAS, City Staff reviewed the request of the Grantee and determined that the Abandonment Tract is no longer necessary for any current or future slope and utility project which will allow for the area to be developed with permitted improvements, and City Staff recommends the Abandonment Tracts be released, abandoned, and quitclaimed in its entirety as specified herein; and

WHEREAS, the City Engineer and Public Works staff have confirmed that the property has been developed in such a manner that the Abandonment Tract is no longer necessary to address previous public concerns on the property or for any current or future public drainage projects; and

WHEREAS, Section 272.001 (b)(2) of the Texas Local Government Code provides an applicable exception to the notice and bidding requirements where land and interests to be abandoned are used by easement, fair market value has been determined, and the exchange transaction is with an adjacent landowner; and

WHEREAS, Section 272.001 also provides that the land and those interests may be conveyed, sold, or exchanged for less than the fair market value if exchanged with an abutting property owner who owns the underlying fee simple; and

WHEREAS, an independent appraisal of the Abandonment Tract was provided by the Grantee, and it lists the fair market value at Nineteen Thousand Eighty-two Dollars and 00/100 Dollars ($19,082.00); and

WHEREAS, the initial purchase of the Subject Easement and a Fee Simple tract was approved by Ordinance 2014-308. Said Ordinance approved the negotiated settlement amount of Two Hundred Eighty-Seven Thousand Nine Hundred Dollars ($287,900.00) for the Fee Simple tract and Subject Easement. Said amount was paid to Habib Pyarali Arab, who was a previous Property Owner. Closing records of the transaction show the settlement amount of the Subject Easement to be Nineteen Thousand Four Hundred Ninety-three Dollars ($19,493.00). An appraisal of the Subject Easement was made for the benefit of the 2014 transaction and valued the Subject Easement at Fifteen Thousand Five Hundred Ninety-four Dollars ($15,594.00); and

WHEREAS, Staff recommends releasing the Abandonment Tract at a cost of Nineteen Thousand Four Hundred Ninety-three Dollars and 00/100 Dollars ($19,493.00); to the Grantee as the City acquired the easement at this amount, and has no identified current or future use for the Subject Easement; and

WHEREAS, the City Council of the City of Denton, acting pursuant to law and upon the request and petition of the Grantee is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the City of Denton's right, title and interest in and to the Subject Easements to the Grantee, and is of the opinion that, subject to the terms and conditions hereinafter provided, Subject Easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to the Grantee as hereinafter provided, for consideration hereinafter stated; NOW, THEREFORE,

WHEREAS, the City Council of the City of Denton is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the Abandonment Tract to the Grantee for the consideration and subject to the terms and conditions hereinafter more fully set forth; Now, Therefore,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations and finding set forth above are incorporated herein by

reference.

SECTION 2. That the City of Denton hereby abandons, relinquishes and quitclaims all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made apart hereof; subject to the conditions hereinafter more fully set out.

SECTION 3. That for and in monetary consideration of the sum of Nineteen Thousand Four Hundred Ninety-three Dollars and 00/100 Dollars ($19,493.00) paid by Velocis Denton South JV, LP, a Delaware limited partnership, and the further consideration described in Sections 4, 7 and 9, the City of Denton does by these presents **FOREVER QUITCLAIM** unto the said **Grantee**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title in and to the certain tract(s) or parcel(s) of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **Grantee** forever may be abandoned, released, and vacated.

SECTION 4. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. That the terms and conditions contained in this ordinance shall be binding upon the Grantee, its heirs, successors and assigns.

SECTION 6. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Denton may legally and lawfully abandon, relinquish and quitclaim.

SECTION 7. **THAT AS A CONDITION OF THIS ABANDONMENT AND AS A PART OF THE CONSIDERATION FOR THE QUITCLAIM TO THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE CITY OF DENTON TO ANY AND ALL CLAIMS FOR DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY OR FROM: (I) THE USE AND OCCUPANCY OF THE AREA DESCRIBED IN EXHIBIT A BY THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS; (II) THE PRESENCE, GENERATION, SPILLAGE, DISCHARGE, RELEASE, TREATMENT OR DISPOSITION OF ANY HAZARDOUS SUBSTANCE ON OR AFFECTING THE AREA SET OUT IN EXHIBIT A; (III) ALL CORRECTIVE ACTIONS CONCERNING ANY DISCOVERED HAZARDOUS SUBSTANCES ON OR AFFECTING THE AREA DESCRIBED IN EXHIBIT A, WHICH THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO UNDERTAKE AND COMPLETE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS; AND (IV) THE ABANDONMENT, CLOSING, VACATION AND RELEASE BY THE CITY OF DENTON OF THE AREA SET OUT IN EXHIBIT A. THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY**

AGREE TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST THE CITY OF DENTON ON ACCOUNT OF SAME, AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST THE CITY OF DENTON IN CONNECTION THEREWITH. FOR PURPOSES HEREOF, "HAZARDOUS SUBSTANCE" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCES" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., AS AMENDED; (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261 ET SEQ., AS AMENDED; (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATING OILS; (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. SECTION 651 ET SEQ., AS AMENDED; (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42U.S.C. SECTION 6901 ET SEQ., AS AMENDED; AND (F) ANY "CHEMICAL SUBSTANCE" UNDER THE TOXIC SUBSTANCE CONTROL ACT, 15 U.S.C. SECTION 2601 ET SEQ., AS AMENDED. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

SECTION 8. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to Subject Easement shall not become effective until and unless: Grantee files with the Denton County Clerk an amended plat that (i) removes the depiction of the Abandonment Tract, (ii) references this ordinance in the plat notes, and (iii) clearly sets forth the 0.504 acre Public Utility Easement previously dedicated by Grantee via plat. Such amended plat must be filed within 90 days of the date of this ordinance; provided, however, that the Director of Development Services, or designee, may extend such timeline in the reasonable discretion of the Director of Development Services, or designee.

SECTION 9. Upon evidence showing satisfaction of the above requirements, the City Manager, or designee, is authorized to execute a quitclaim deed document evidencing the abandonment of the Abandonment Tract, suitable for recordation in the Real Property Records of Denton County, Texas.

SECTION 10. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Denton County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee.

SECTION 11. Notwithstanding anything to the contrary contained in this ordinance, the City of Denton retains and reserves any and all easements, rights of way, and any other rights or interests, other than the Subject Easements abandoned, relinquished and quitclaimed in Section 2 above, whether acquired, obtained, owned, or claimed by the City of Denton or public, by, through, or under conveyance, dedication by plat, or other express dedication, implied dedication,

prescription, or by any other manner or means, in or to lands in which the Subject Easements may cover, encumber, include, cross, or overlap.

SECTION 12. The provisions of this ordinance are severable, and the invalidity of any phrase, clause, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 13. This ordinance shall become effective immediately upon its passage and approval.

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

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

Scott Bray
Deputy City Attorney

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON PROVIDING FOR THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM A PUBLIC UTILITY AND SLOPE EASEMENT BEING APPROXIMATELY 0.151-ACRE, SITUATED IN THE M.E.P. & P.R.R. SURVEY, ABSTRACT NUMBER 1469, RECORDED BY COUNTY CLERK DOCUMENT NUMBER 2014-128542, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS GRANTED TO THE CITY OF DENTON BY HABIB PYARALI ARAB; PROVIDING FOR THE QUITCLAIM THEREOF TO VELOCIS DENTON SOUTH JV, LP, A DELAWARE LIMITED PARTNERSHIP; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM MADE HEREIN; PROVIDING FOR THE CONVEYANCE OF A EASEMENT AND/OR FACILITIES TO THE CITY OF DENTON; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF DENTON AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT HEREIN; PROVIDING FOR CONSIDERATION TO BE PAID TO THE CITY OF DENTON AND PROVIDING FOR A SEVERABILITY AND AN EFFECTIVE DATE.

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WHEREAS, City Staff reviewed the request of the Grantee and determined that the Abandonment Tract is no longer necessary for any current or future slope and utility project which will allow for the area to be developed with permitted improvements, and City Staff recommends the Abandonment Tracts be released, abandoned, and quitclaimed in its entirety as specified herein; and

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WHEREAS, Staff recommends releasing the Abandonment Tract at a cost of Nineteen Thousand Four Hundred Ninety-three Dollars and 00/100 Dollars ($19,493.00); to the Grantee as the City acquired the easement at this amount, and has no identified current or future use for the Subject Easement; and

WHEREAS, the City Council of the City of Denton, acting pursuant to law and upon the request and petition of the Grantee is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the City of Denton's right, title and interest in and to the Subject Easements to the Grantee, and is of the opinion that, subject to the terms and conditions hereinafter provided, Subject Easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to the Grantee as hereinafter provided, for consideration hereinafter stated; NOW, THEREFORE,

WHEREAS, the City Council of the City of Denton is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the Abandonment Tract to the Grantee for the consideration and subject to the terms and conditions hereinafter more fully set forth; Now, Therefore,

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SECTION 3. That for and in monetary consideration of the sum of Nineteen Thousand Four Hundred Ninety-three Dollars and 00/100 Dollars ($19,493.00) paid by Velocis Denton South JV, LP, a Delaware limited partnership, and the further consideration described in Sections 4, 7 and 9, the City of Denton does by these presents **FOREVER QUITCLAIM** unto the said **Grantee**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title in and to the certain tract(s) or parcel(s) of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **Grantee** forever may be abandoned, released, and vacated.

SECTION 4. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. That the terms and conditions contained in this ordinance shall be binding upon the Grantee, its heirs, successors and assigns.

SECTION 6. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Denton may legally and lawfully abandon, relinquish and quitclaim.

SECTION 7. **THAT AS A CONDITION OF THIS ABANDONMENT AND AS A PART OF THE CONSIDERATION FOR THE QUITCLAIM TO THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE CITY OF DENTON TO ANY AND ALL CLAIMS FOR DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY OR FROM: (I) THE USE AND OCCUPANCY OF THE AREA DESCRIBED IN EXHIBIT A BY THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS; (II) THE PRESENCE, GENERATION, SPILLAGE, DISCHARGE, RELEASE, TREATMENT OR DISPOSITION OF ANY HAZARDOUS SUBSTANCE ON OR AFFECTING THE AREA SET OUT IN EXHIBIT A; (III) ALL CORRECTIVE ACTIONS CONCERNING ANY DISCOVERED HAZARDOUS SUBSTANCES ON OR AFFECTING THE AREA DESCRIBED IN EXHIBIT A, WHICH THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO UNDERTAKE AND COMPLETE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS; AND (IV) THE ABANDONMENT, CLOSING, VACATION AND RELEASE BY THE CITY OF DENTON OF THE AREA SET OUT IN EXHIBIT A. THE GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY**

AGREE TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST THE CITY OF DENTON ON ACCOUNT OF SAME, AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST THE CITY OF DENTON IN CONNECTION THEREWITH. FOR PURPOSES HEREOF, "HAZARDOUS SUBSTANCE" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCES" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., AS AMENDED; (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261 ET SEQ., AS AMENDED; (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATING OILS; (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. SECTION 651 ET SEQ., AS AMENDED; (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 42U.S.C. SECTION 6901 ET SEQ., AS AMENDED; AND (F) ANY "CHEMICAL SUBSTANCE" UNDER THE TOXIC SUBSTANCE CONTROL ACT, 15 U.S.C. SECTION 2601 ET SEQ., AS AMENDED. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

SECTION 8. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to Subject Easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at Grantee's expense, to the new easement, to be provided by Grantee and acceptable to the Director of Development Services, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Development Services; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Development Services. Grantee will grant the new easement at no cost consideration to the City and all work shall be done at the sole cost of Grantee and to the satisfaction of the Director of Development Services. Failure to relocate to the new easement in accordance with the terms of this section shall render this ordinance null and void and of no further effect. Grantee will also file an amended plat that (i) removes the depiction of the Abandonment Tract, (ii) references this ordinance in the plat notes, and (iii) clearly sets forth the 0.504 acre Public Utility Easement dedicated by Grantee via plat. Such amended plat must be filed within 90 days of the date of this ordinance.

SECTION 9. Upon evidence showing satisfaction of the above requirements, the City Manager, or designee, is authorized to execute a quitclaim deed document evidencing the abandonment of the Abandonment Tract, suitable for recordation in the Real Property Records of Denton County, Texas.

SECTION 10. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Denton County, Texas, which certified

copy shall be delivered to the Director of Development Services, or designee.

SECTION 11. Notwithstanding anything to the contrary contained in this ordinance, the City of Denton retains and reserves any and all easements, rights of way, and any other rights or interests, other than the Subject Easements abandoned, relinquished and quitclaimed in Section 2 above, whether acquired, obtained, owned, or claimed by the City of Denton or public, by, through, or under conveyance, dedication by plat, or other express dedication, implied dedication, prescription, or by any other manner or means, in or to lands in which the Subject Easements may cover, encumber, include, cross, or overlap.

SECTION 12. The provisions of this ordinance are severable, and the invalidity of any phrase, clause, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 13. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____



Scott Bray
Deputy City Attorney

EXHIBIT A

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202

70 2014 00128542

Instrument Number: 2014-128542

As

Recorded On: December 19, 2014 **Easement**

Parties: ARAB HABIB PYARALI **Billable Pages: 7**

To **Number of Pages: 7**

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Easement	50.00
Total Recording:	**50.00**

************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-128542
Receipt Number: 1235919
Recorded Date/Time: December 19, 2014 04:06:16P

User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

TITLE RESOURCES
WILL CALL
DENTON TX 76202

THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

EXHIBIT A

#100399

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY AND SLOPE EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THAT Habib Pyarali Arab ("Grantor"), in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by the City of Denton, Texas, receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and does by these presents GRANT, BARGAIN, SELL and CONVEY unto the City of Denton, Texas ("Grantee") a perpetual utility and slope easement in, along, upon, under, over and across the following described property (the "Property"), owned by Grantor, and situated in Denton County, Texas, located in the M.E.P. and P.R.R. Company Survey, Abstract No. 1469, in the City of Denton, Denton County, Texas, to wit:

PROPERTY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B",

ATTACHED HERETO AND MADE A PART HEREOF

For the following purposes:

Constructing, reconstructing, installing, repairing, relocating, operating, and perpetually maintaining utilities and lateral slope, and related facilities and appurtenances, in, along, upon, under, over and across said Property, including without limitation, the free and uninterrupted use, liberty, passage, ingress, egress and regress, at all times in, along, upon, under, over and across the Property to Grantee herein, its agents, employees, contractors, workmen and representatives, for the purposes set forth herein, including without limitation, the making additions to, improvements on and repairs to said facilities and/or lateral slope features or grade, or any part thereof.

EXHIBIT A

This Easement is subject to the following covenants and agreements:

1. Structures. No buildings, fences, structures, signs, facilities, improvements or obstructions of any kind, or portions thereof, shall be constructed, erected, reconstructed or placed in, along, upon, under, over or across the Property by Grantor. Further, Grantor stipulates and acknowledges that the Grantee, in consideration of the benefits above set out, may alter the grade of the Property and may remove from the Property, such buildings, fences, structures, signs, facilities, improvements and other obstructions as may now or hereafter be found upon said Property and dispose of any such buildings, fences, structures, signs, facilities, improvements or obstructions in any manner it deems appropriate without liability to Grantee.

2. Maintenance of Lateral Slope. No activity, of any kind, shall be conducted on the Property by Grantor that may impair, damage or destroy the lateral slope, including without limitation, excavation or movement of soil or other material.

3. Access. For the purpose of exercising and enjoying the rights granted herein, the Grantee shall have access to the Property by way of existing public property or right-of-way.

4. Trees and Landscaping. No shrub or tree shall be planted upon the Property or that may encroach upon the Property. Grantee may cut, trim, or remove any shrubs or trees, or portions of shrubs or trees now or hereafter located within or that may encroach or overhang upon the Property without liability to Grantee, including without limitation, the obligation to make further payment to Grantor.

5. Grantor's Rights. Grantor shall have the right, subject to the covenants and restrictions contained herein, to make use of the Property for any purpose that does not interfere with Grantee's rights granted to it herein for the purposes granted.

6. Successors and Assigns. This grant and the provisions contained herein shall constitute covenants running with the land and shall be binding upon the Grantor and Grantee, and their heirs, devisees, successors and assigns.

EXHIBIT A

TO HAVE AND TO HOLD unto the said City of Denton, Texas as aforesaid for the purposes aforesaid the premise above described.

Witness our hand, this the 19 day of Dec, 2014.

Grantor:

HABIB PYARALI ARAB

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on Dec 19, 2014 by of Habib Pyarali Arab.

V KUBIAK
NOTARY PUBLIC
STATE OF TEXAS
My Comm Exp. 07-21-2017

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:
City of Denton – Engineering Department
901-A Texas Street
Denton, Texas 76209
Attn: Paul Williamson

EXHIBIT A

Arthur Surveying Co., Inc.
Professional Land Surveyors
P.O. Box 54 ~ Lewisville, Texas 75067
Office: (972) 221-9439 ~ Fax: (972) 221-4675

EXHIBIT "A"
SLOPE EASEMENT
0.151Acres
City of Denton, Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract Number 1469, City of Denton, Denton County, Texas, and being part of that certain tract of land described by deed to Habib Pyarali Arab, recorded Volume 4634, Page 2260, Deed Records, Denton County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a "PK" Nail set in Mayhill Road for the most easterly northeast corner of said Arab tract and the southeast corner of a tract of land described by deed to Earl Edwards and wife, Ruth Edwards, recorded in Volume 1546, Page 775, D.R.D.C.T.;

THENCE South 02 degrees 40 minutes 25 seconds West, with the east line of said Arab tract and with Mayhill Road, a distance of 35.49 feet to a point for corner;

THENCE South 80 degrees 14 minutes 47 seconds West, over and across said Arab tract, a distance of 76.78 feet to the **POINT OF BEGINNING**, same point being the beginning of a non-tangent curve to the right, having a radius of 1132.50 feet;

THENCE over and across said Arab tract, with said curve to the right, through a central angle of 00 degrees 03 minutes 20 seconds, whose chord bears South 10 degrees 15 minutes 27 seconds West at 1.10 feet, an arc length of 1.10 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" (ASC) set for corner;

THENCE South 10 degrees 17 minutes 07 seconds West, over and across said Arab tract, a distance of 232.48 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for the beginning of a curve to the left, having a radius of 1267.50 feet;

THENCE over and across said Arab tract, with said curve to the left, through a central angle of 06 degrees 54 minutes 12 seconds, whose chord bears South 06 degrees 50 minutes 00 seconds West at 152.62 feet, an arc length of 152.72 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner;

THENCE South 03 degrees 22 minutes 54 seconds West, over and across said Arab tract, a distance of 166.98 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner in the south line of said Arab tract and the north line of a tract of land described by deed to Ken Hodge and Associates, recorded in Volume 2321, Page 939, D.R.D.C.T.;

THENCE North 88 degrees 39 minutes 45 seconds West, with the south line of said Arab tract and the north line of said Hodge tract, a distance of 15.01 feet to a point for corner;

THENCE North 03 degrees 22 minutes 54 seconds East, over and across said Arab tract, a distance of 167.51 feet to the beginning of a curve to the right, having a radius of 1282.50 feet;

(continued)

EXHIBIT A

rthur Surveying Co., Inc.
Professional Land Surveyors
P.O. Box 54 ~ Lewisville, Texas 75067
Office: (972) 221-9439 ~ Fax: (972) 221-4675

THENCE over and across said Arab tract, with said curve to the right, through a central angle of 03 degrees 52 minutes 02 seconds, whose chord bears North 05 degrees 18 minutes 55 seconds East at 86.54 feet, an arc length of 86.56 feet to a point for corner;

THENCE North 11 degrees 51 minutes 09 seconds East, over and across said Arab tract, a distance of 299.80 feet to a point for corner;

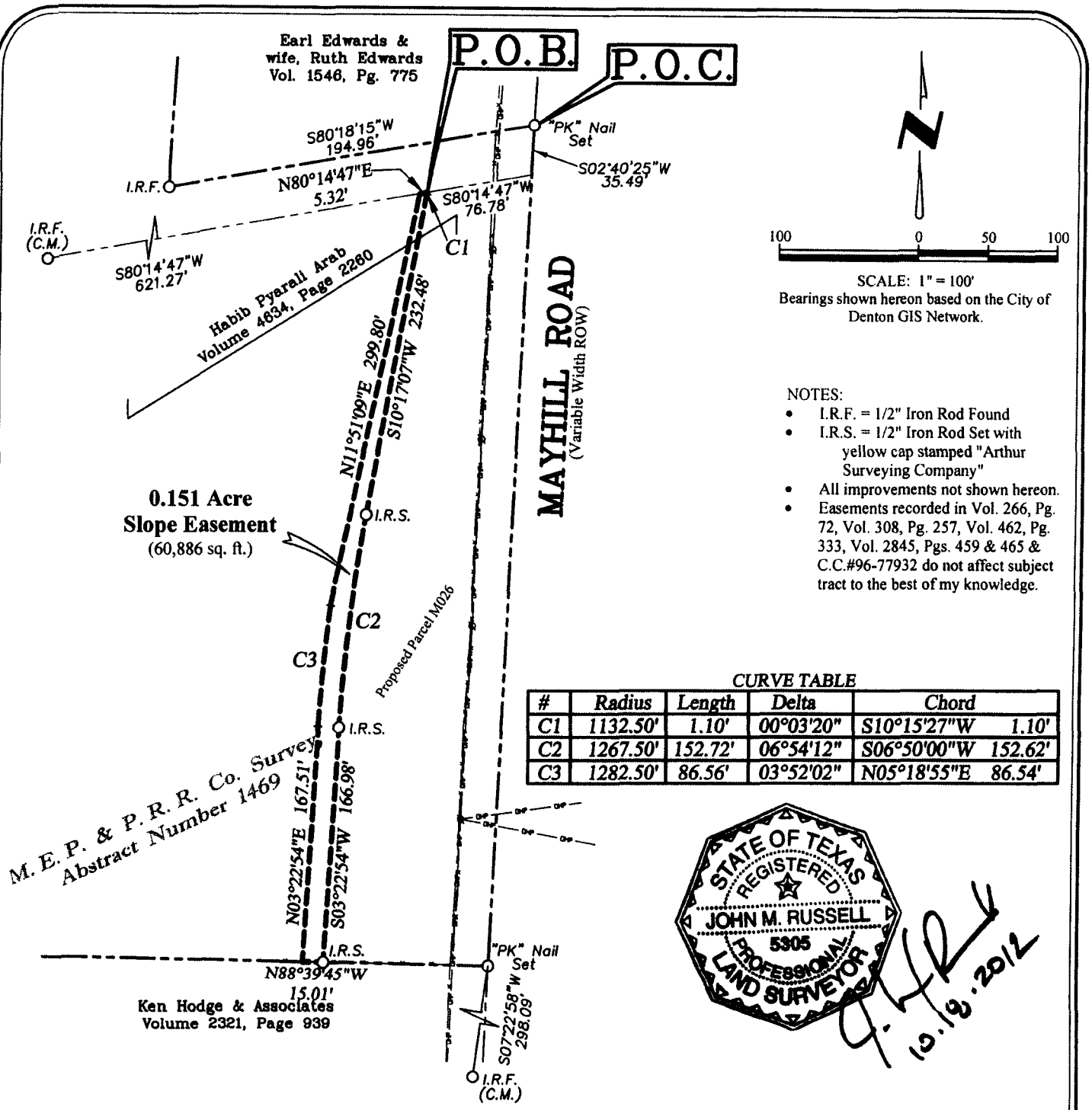
THENCE North 80 degrees 14 minutes 47 seconds East, over and across said Arab tract, a distance of 5.32 feet to the **POINT OF BEGINNING** and containing 0.151 acre of land.

10.18.2012

STATE OF TEXAS
REGISTERED
JOHN M. RUSSELL
5305
PROFESSIONAL
LAND SURVEYOR

C1107131-45
Parcel M026-SE

EXHIBIT A



NOTES:

- I.R.F. = 1/2" Iron Rod Found
- I.R.S. = 1/2" Iron Rod Set with yellow cap stamped "Arthur Surveying Company"
- All improvements not shown hereon.
- Easements recorded in Vol. 266, Pg. 72, Vol. 308, Pg. 257, Vol. 462, Pg. 333, Vol. 2845, Pgs. 459 & 465 & C.C.#96-77932 do not affect subject tract to the best of my knowledge.

CURVE TABLE

#	Radius	Length	Delta	Chord	
C1	1132.50'	1.10'	00°03'20"	S10°15'27"W	1.10'
C2	1267.50'	152.72'	06°54'12"	S06°50'00"W	152.62'
C3	1282.50'	86.56'	03°52'02"	N05°18'55"E	86.54'

EXHIBIT "B"

Slope Easement

0.151 Acre

M.E.P. & P.R.R. Co. Survey, Abstract Number 1469

City of Denton Denton County, Texas

-- 2012 --

SURVEYORS CERTIFICATION:

The undersigned does hereby certify to Title Resources (G.F. No. 102399 & 102401) that this survey was this day made on the ground of the property legally described hereon and is correct, and to the best of my knowledge, there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way that I have been advised of except as shown hereon.

Arthur Surveying Co., Inc.

Professional Land Surveyors

P.O.Box 54 – Lewisville, Texas 75067
Office: (972) 221-9439 Fax: (972) 221-4675
Established 1986

C1107131-45-Parcel M026-SE

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton approving a 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 (I) the reimbursement of eligible costs incurred in the adjustment, removal and relocation of City facilities of both Water and Wastewater utilities along I-35E from US 288 to Ganzer Rd and more specifically called TxDOT projects construction CSJ# 0195-02-074 and ROW CSJ # 0195-02-079 and (II) the quitclaim of a portion or all of the underlying land interests (" Utility Relocations Project"), within the County and City of Denton, Texas; authorizing the City Manager to execute and deliver the agreement and related quitclaim deeds; providing for the expenditure of funds in an amount not to exceed $6,872,339.48 for utility relocations project; and providing an effective date. The Public Utilities Board recommends approval (6-0).

BACKGROUND

The Texas Department of Transportation (TxDOT) began widening Interstate 35 (I-35) in early 2025. To prepare for future portions of this work, the City of Denton will relocate water and wastewater utilities as part of the Milam Creek Basin Wastewater Line and Lift Station Project.

This includes installing approximately 9,600 feet of wastewater pipeline along I-35 within a designated utility easement. The project also includes installing approximately 219 feet of steel casing under US 77 to allow the utilities to cross safely. All of the work under I-35 and it's access roads will be done using trenchless methods to reduce disruption to roads and traffic.

The relocation project is expected to take about 480 days. Since the utility work is required to make room for the I-35 expansion, TxDOT will reimburse the City for $6,872,339.48 of the project's value, contingent upon the approval of this Standard Utility Agreement.

The $9,933,272.91 difference between the previously approved construction contract and this Standard Utility Agreement is due to the betterment/upsizing of existing facilities to effectively provide service to growing developments in the area.

RECOMMENDATION

Staff recommends approval of the ordinance.

ESTIMATED SCHEDULE OF PROJECT

The City's Milam Creek Basin Wastewater Line and Lift Station Project is anticipated to begin construction in June 2025 and be complete in October 2026.

FISCAL INFORMATION

The City's financial obligation of $16,805,612.39 for the construction of Milam Creek Basin Wastewater Line and Lift Station Project was approved on April 15, 2025 (Ordinance 25-638). The funding will be from accounts 640468545.1365.401000 and 640500541.1365.401000.

The project is providing a betterment to city infrastructure and due to that betterment. A reimbursement deduction of $9,933,272.91 will be applied; leaving the city's net reimbursement as $6,872,339.48.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Standard Utility Agreements

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this acquisition, contact: Shawn Messick, 940-349-8390.

Legal point of contact: Marcella Lunn at 940-349-8339.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING A 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 (I) THE REIMBURSEMENT OF ELIGIBLE COSTS INCURRED IN THE ADJUSTMENT, REMOVAL AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG I-35E FROM US 288 TO GANZER RD AND MORE SPECIFICALLY CALLED TXDOT PROJECTS CONSTRUCTION CSJ# 0195-02-074 AND ROW CSJ # 0195-02-079 AND (II) THE QUITCLAIM OF A PORTION OR ALL OF THE UNDERLYING LAND INTERESTS (" UTILITY RELOCATIONS PROJECT"), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER THE AGREEMENT AND RELATED QUITCLAIM DEEDS; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $6,872,339.48 FOR UTILITY RELOCATIONS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, TxDOT has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated for the I-35 E US-288 to Ganzer Road ("Utility Relocation Project"); and

WHEREAS, TxDOT has expanded their right-of-way through the I-35E corridor within Denton city limits in anticipation of TxDOT's I-35E Widening project with a current project letting schedule of August 2025; and

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

1) Water Line-
    a. Relocate approximately 66 LF of 16" DIP water line longitudinal to Barthold Dr/FM 1173 from Barthold Dr Sta 91+77 to Barthold Dr Sta 92+42.
    b. Approximately 115 LF of 16" DIP water line to be removed or grout filled from Barthold Dr Sta 91+70 to Barthold Dr Sta 92+42.
2) Force Main Pipe
    a. Relocate 9,601 LF of 12" HDPE force main pipe longitudinal to IH35 from IH35 Sta 2300+37 to IH35 Sta 2206+69 in conflict with proposed pavement, and storm sewer into City of Denton easement.
3) Drainage Crossings
    a. Install approximately 762 LF of 18" steel casing by other than open cut crossing US 77 at Sta 115+00 (IH-35 Sta 2225+62, offset 1357' RT) and at other various drainage easement crossings (IH-35 Sta 2298+47, IH-35 Sta 2295+90, IH-35 Sta 2273+51, IH-35 Sta 2260+21) for force main.
4) Sanitary Sewer
    a. Install 48 LF of 30" FRP Sanitary Sewer from IH 35 Sta 2301+39 to IH35 Sta 2301+18. Install approximately 469 LF of 48" steel casing crossing IH-35 at IH-35 Sta 2301+39, and 199 LF of 30" steel casing crossing Barthold Dr at Barthold Sta

91+76 for Sanitary Sewer. Approximately 495 LF of 8", 10", and 12" PVC sewer line to be removed and 169 LF of 8" PVC sewer line to be grout filled.

5) Lift Station
    a. Install 1 - 1,300 gpm Lift Station at IH35 Sta 2301+39. Abandon and remove existing Border Cowboy Lift Station which was previously in conflict with IH-35 ROW at IH35 Sta 2233+96.

WHEREAS, the City is responsible for relocating the City's utilities currently located within the recently acquired TxDOT right-of-way; and

WHEREAS, in an effort to meet TxDOT's anticipated roadway construction schedule, the City's Utility Relocation Project will relocate both water and wastewater utilities out of TxDOT's recently expanded right-of-way between US-288 and Ganzer Road; and

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

WHEREAS, TxDOT, will request that the City to abandon, relinquish, and quitclaim various easement property interests owned by the City ("Abandonment Tracts"), as the Abandonment Tracts encumber an area of TxDOT's property and the area of the Abandonment Tracts is generally described in Exhibit "B"; and

WHEREAS, the City shall quitclaim the Abandonment Tracts upon completion of relocation and removal of the existing utilities to the new easements acquired in relation to the Utility Relocation Project; and

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

WHEREAS, The City is responsible for the minimum required water main relocations which should be fully reimbursable in accordance with TxDOT ROW Utilities Manual, and Texas Administrative Code Title 43, Chapter 21; and

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or designee, is authorized to expend funds in an amount not to exceed of Six Million, Eight Hundred Seventy-Two Thousand, Three Hundred Thirty-Nine

Dollars and 48/100 ($6,872,339.48) for the I-35 E From US-288 to Ganzer Road Utility Relocation Project in the City and County of Denton.

SECTION 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City the Water and Wastewater Standard Utility Agreement No. U00018749, a copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is hereby authorized to execute any and all quitclaim deeds required to quitclaim the Abandonment Tracts as depicted in Exhibit B. The City shall quitclaim the Abandonment Tracts upon completion of relocation and removal of the existing utilities to the new easements acquired in relation to the Utility Relocation Project and approved for voluntary acquisition or eminent domain by future City Council action as required by City policy.

SECTION 5. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

SECTION 6. That 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
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr,, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Marcella Lunn

Exhibit A

(Standard Utility Agreement U00018749)

Standard Utility Agreement

U Number: Utility ID: **U00018749**

District: Dallas
ROW Project ID (TxC): R00002955
ROW CSJ: 0195-02-079
Construction CSJ: 0195-02-074
Highway Project Letting Date: 12/01/2026

County: Denton
Highway: IH35
From: US 77 North of Denton

To: South of FM 455

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

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

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work:
Relocate approximately 66 LF of 16" DIP water line longitudinal to Barthold Dr/FM 1173 from Barthold Dr Sta 91+77 to Barthold Dr Sta 92+42. Approximately 115 LF of 16" DIP water line to be removed or grout filled from Barthold Dr Sta 91+70 to Barthold Dr Sta 92+42.
Relocate 9,601 LF of 12" HDPE force main pipe longitudinal to IH35 from IH35 Sta 2300+37 to IH35 Sta 2206+69 in conflict with proposed pavement, and storm sewer into city of Denton easement. Install approximately 762 LF of 18" steel casing by other than open cut crossing US 77 at Sta 115+00 (IH-35 Sta 2225+62, offset 1357' RT) and at other various drainage easement crossings (IH-35 Sta 2298+47, IH-35 Sta 2295+90, IH-35 Sta 2273+51, IH-35 Sta 2260+21) for force main.
Install 48 LF of 30" FRP Sanitary Sewer from IH 35 Sta 2301+39 to IH35 Sta 2301+18. Install approximately 469 LF of 48" steel casing crossing IH-35 at IH-35 Sta 2301+39, and 199 LF of 30" steel casing crossing Barthold Dr at Barthold Sta 91+76 for Sanitary Sewer. Approximately 495 LF of 8", 10", and 12" PVC sewer line to be removed and 169 LF of 8" PVC sewer line to be grout filled.
Install 1 - 1,300 gpm Lift Station at IH35 Sta 2301+39. Abandon and remove existing Border Cowboy Lift Statiion which was previuolsy in conflict with IH-35 ROW at IH35 Sta 2233+96 ; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

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

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

NOW, THEREFORE, BE IT AGREED:

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

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in

accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

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

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

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

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

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

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

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

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

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

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

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

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

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

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

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

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

UTILITY

Utility: City of Denton
Name of Utility

By: _____
Authorized Signature

_____
Print or Type Name

Title: _____

Date: _____

EXECUTION RECOMMENDED:

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

THE STATE OF TEXAS

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

By: _____
District Engineer (or designee)

Date: _____

Attachment "A"
Plans, Specifications, and Estimated Costs

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

☐ Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Utility Adjustment for TxDOT Project

TXDOT STANDARD SUA ESTIMATE

City of Denton
IH-35

RCSJ: 0195-02-079
Utility ID#: U00018749
UNUMBER:
UNUMBER:

IN KIND (BASE RELOCATION)

Comparative Estimate

BETTERMENT (AS-BID)

Percent of Difference 45%

	Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
Materials to be purchased by TxDOT - JOINT BID										
*					$ -				$ -	$ -
X					$ -				$ -	$ -
				SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
Internally Supplied Materials - documented with Certified Ledger at Payment										
*					$ -				$ -	$ -
X					$ -				$ -	$ -
	OVERHEAD (%)	Enter % if applicable		0.00%	$ -			0.00%	$ -	$ -
				SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
Externally Acquired Materials - documented with Invoices and/or Checks										
	Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
	Force Main				$ -				$ -	
	Temporary Project Sign	EA	6	$1,000.00	$ 6,000.00	EA	6	$1,000.00	$ 6,000.00	$ -
	Mobilization^	EA	1	$460,000.00	$ 460,000.00	EA	1	$670,000.00	$ 670,000.00	$ 210,000.00
	Seeding	SY	24,972	$1.00	$ 24,972.00	SY	40,513	$1.00	$ 40,513.00	$ 15,541.00
	Post-CCTV Inspection	LF	11,544	$3.00	$ 34,632.00	LF	10,363	$3.00	$ 31,089.00	$ (3,543.00)
	Trench Safety	LF	11,544	$1.00	$ 11,544.00	LF	9,601	$1.00	$ 9,601.00	$ (1,943.00)
	18" Casing by Other Than Open Cut*	LF	1,194	$750.00	$ 895,500.00	LF	742	$750.00	$ 556,500.00	$ (339,000.00)
	18" Casing by Open Cut*					LF	20	$550.00	$ 11,000.00	$ 11,000.00
	4" HDPE Force Main Carrier Pipe	LF	984	$130.00	$ 127,920.00					$ (127,920.00)
	6" HDPE Force Main Carrier Pipe	LF	210	$155.00	$ 32,550.00					$ (32,550.00)
	12" HDPE Force Main Carrier Pipe					LF	762	$135.00	$ 102,870.00	$ 102,870.00
	5' Concrete Manhole*					EA	2	$64,250.00	$ 128,500.00	$ 128,500.00
	4" HDPE Pressure Pipe, Force Main	LF	11,238	$155.00	$ 1,741,890.00					$ (1,741,890.00)
	6" HDPE Pressure Pipe, Force Main	LF	306	$170.00	$ 52,020.00					$ (52,020.00)
	12" HDPE Pressure Pipe, Force Main					LF	9,461	$180.00	$ 1,702,980.00	$ 1,702,980.00
	12" HDPE Pressure Pipe, Force Main, CLSM Backfill					LF	140	$370.00	$ 51,800.00	$ 51,800.00
	4" Gate Valve*	EA	7	$5,500.00	$ 38,500.00					$ (38,500.00)
	8" Gate Valve*					EA	1	$6,500.00	$ 6,500.00	$ 6,500.00
	12" Gate Valve*					EA	5	$9,700.00	$ 48,500.00	$ 48,500.00
	2" Sewer Air Release Valve and Vault*	EA	5	$25,000.00	$ 125,000.00					$ (125,000.00)
	3" Sewer Air Release Valve and Vault*					EA	5	$30,000.00	$ 150,000.00	$ 150,000.00
	Sewer Line									
	Grout Fill 8" Utility Line (Sewer)	LF	38	$20.00	$ 760.00	LF	169	$20.00	$ 3,380.00	$ 2,620.00
	Remove 8" Utility Line (Sewer)	LF	221	$35.00	$ 7,735.00	LF	278	$35.00	$ 9,730.00	$ 1,995.00
	Remove 10" Utility Line (Sewer)	LF	17	$35.00	$ 595.00	LF	199	$35.00	$ 6,965.00	$ 6,370.00
	Remove 12" Utility Line (Sewer)					LF	18	$40.00	$ 720.00	$ 720.00
	Remove 4' Utility Manhole	EA	1	$5,000.00	$ 5,000.00	EA	7	$5,000.00	$ 35,000.00	$ 30,000.00
	Seeding	SY	45	$1.00	$ 45.00	SY	1,620	$1.00	$ 1,620.00	$ 1,575.00
	Post-CCTV Inspection	LF	135	$3.00	$ 405.00	LF	894	$3.00	$ 2,682.00	$ 2,277.00
	Trench Safety	LF	135	$2.00	$ 270.00	LF	425	$2.00	$ 850.00	$ 580.00
	24" Casing by Other Than Open Cut*	LF	166	$800.00	$ 132,800.00					$ (132,800.00)
	48" Casing by Open Cut*					LF	99	$1,080.00	$ 106,920.00	$ 106,920.00
	48" Casing or Tunnel Liner Plate by Other Than Open Cut*					LF	370	$1,600.00	$ 592,000.00	$ 592,000.00
	10" PVC Sanitary Sewer Carrier Pipe	LF	166	$550.00						$ -
	30" FRP Sanitary Sewer Carrier Pipe					LF	469	$240.00	$ 112,560.00	$ 112,560.00
	4' Concrete Manhole*	EA	4	$17,000.00	$ 68,000.00					$ (68,000.00)
	5' Concrete Manhole*					EA	2	$21,000.00	$ 42,000.00	$ 42,000.00
	6' Concrete Manhole*					EA	1	$23,000.00	$ 23,000.00	$ 23,000.00

4' Extra Depth Concrete Manhole*	VF	2	$600.00	$ 1,200.00					$ (1,200.00)
5' Extra Depth Concrete Manhole*			$715.00		VF	20	$715.00	$ 14,300.00	$ 14,300.00
6' Extra Depth Concrete Manhole*					VF	16	$1,000.00	$ 16,000.00	$ 16,000.00
10" PVC Gravity Sewer Pipe	LF	135	$550.00	$ 74,250.00					$ (74,250.00)
6" Sewer Service	EA	1	$4,230.00	$ 4,230.00	EA	2	$4,230.00	$ 8,460.00	$ 4,230.00
30" Fiberglass Reinforced Sanitary Sewer Pipe					LF	48	$490.00	$ 23,520.00	$ 23,520.00
Lift Station									
Lift Station Mechanical	EA	1	$1,262,320.00	$ 1,262,320.00	EA	1	$1,900,000.00	$ 1,900,000.00	$ 637,680.00
6' Wetwell	EA	1							
12' Wetwell					EA	1	$500,000.00		
Junction Structure	EA	1			EA	1	$300,000.00		
Lift Station Piping	EA	1			EA	1	$275,000.00		
300 GPM Pumps	EA	2							
1,300 GPM Pumps					EA	2	$350,000.00		
Valve Vault	EA	1			EA	1	$250,000.00		
Meter Vault	EA	1			EA	1	$225,000.00		
Lift Station Electrical	EA	1	$350,000.00	$ 350,000.00	EA	1	$1,250,000.00	$ 1,250,000.00	$ 900,000.00
Submittals	EA	1			EA	1	$20,000.00		
Mobilization	EA	1			EA	1	$50,000.00		
Electrical Underground	EA	1			EA	1	$190,000.00		
Exposed Conduit and Fittings	EA	1			EA	1	$85,000.00		
Power Distribution	EA	1			EA	1	$75,000.00		
Wire and Cable	EA	1			EA	1	$86,000.00		
Termination Enclosures	EA	1			EA	1	$12,000.00		
Lights and Light Poles	EA	1			EA	1	$30,000.00		
Electrical Equipment Racks	EA	1			EA	1	$60,000.00		
230 KW Generator and 400 Amp ATS	EA	1			EA	1	$200,000.00		
Lightning Protection	EA	1			EA	1	$25,000.00		
Grounding	EA	1			EA	1	$35,000.00		
Project Management, Design, Coordination, and Accou	EA	1			EA	1	$40,000.00		
Submittal Development	EA	1			EA	1	$13,000.00		
Panel Design/CAD	EA	1			EA	1	$15,000.00		
PLC/HMI/SCADA System Software Development	EA	1			EA	1	$45,000.00		
Fabrication Services/QAQC	EA	1			EA	1	$30,000.00		
Fully Assembled I&C Control Cabinet	EA	1			EA	1	$75,000.00		
RF Material (Antenna, Coax, Radio, 40' Rohn Tower)	EA	1			EA	1	$10,000.00		
Float/Transducer Terminal Box	EA	1			EA	1	$9,000.00		
Pressure Transmitter	EA	1			EA	1	$8,000.00		
Float Switches	EA	1			EA	1	$7,000.00		
Radar Level Transmitter	EA	1			EA	1	$8,000.00		
Pressure Gauge	EA	1			EA	1	$5,000.00		
Flow Transmitter	EA	1			EA	1	$12,000.00		
Instrumentation Installation	EA	1			EA	1	$50,000.00		
Field Commissioning I&C Cabinet	EA	1			EA	1	$20,000.00		
Commissioning/Testing/Calibrations	EA	1			EA	1	$15,000.00		
ORT/SAT Testing	EA	1			EA	1	$12,000.00		
O&M Development/Calibration and Closeout	EA	1			EA	1	$8,000.00		
Site Improvements	EA	1	$198,125.00	$ 198,125.00	EA	1	$500,000.00	$ 500,000.00	$ 301,875.00
Abandon Lift Station and Related Structures	EA	1	$45,000.00	$ 45,000.00	EA	2	$45,000.00	$ 90,000.00	$ 45,000.00
Remove Sewer ARV Appurtenance	EA	1	$1,500.00	$ 1,500.00	EA	1	$1,500.00	$ 1,500.00	$ -
Water Line									
Grout Fill 16" Utility Line (Water)	LF	115	$100.00	$ 11,500.00	LF	115	$100.00	$ 11,500.00	$ -
Remove 16" Water Valve	EA	2	$1,000.00	$ 2,000.00	EA	2	$1,000.00	$ 2,000.00	$ -
Remove Fire Hydrant	EA	1	$1,000.00	$ 1,000.00	EA	1	$1,000.00	$ 1,000.00	$ -
Concrete Paving Repair for Utility Trench*	SY	2	$280.00	$ 560.00	SY	2	$280.00	$ 560.00	$ -
Trench Safety	LF	66	$5.00	$ 330.00	LF	66	$5.00	$ 330.00	$ -
16" Water Main Connection with Shutdown	EA	1	$20,000.00	$ 20,000.00	EA	1	$20,000.00	$ 20,000.00	$ -

16" DIP Water Pipe	LF	66	$1,000.00	$	66,000.00	LF	66	$1,000.00	$	66,000.00	$ -
Fire Hydrant Assembly	LF	1	$20,000.00	$	20,000.00	LF	1	$20,000.00	$	20,000.00	$ -
			SUBTOTAL	$	5,824,153.00			SUBTOTAL	$	8,378,450.00	$ 2,554,297.00
			MATERIALS SUBTOTAL	$	5,824,153.00			MATERIALS SUBTOTAL	$	8,378,450.00	$ 2,554,297.00

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of $2,500, or .1% of the project total cost, whichever is greater.

Sum of De Minimus Items: $0.00 | $0.00

TxDOT contractor labor - JOINT BID

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$0.00	$ -

Internal Labor Costs - documented with Certified Ledger at payment.

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
OVERHEAD (%)	Enter % if applicable			$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

External Labor Costs - documented with Invoices and / or checks

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
			LABOR SUBTOTAL	$ -				$ -	$ -

Engineering Procured by TxDOT - 100% eligibiity required

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

Internal Engineering - Costs Documented with Certified Ledger at payment.

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
Staff Time (additional hourly backup provided)^^		0.379	$585,646.14	$ 221,959.89		0.544	$585,646.14	$ 318,591.50	$ 96,631.61
Engineer (Hr rate subject to change, Payroll verified)	HR	1200	$65.31		HR	1200	$65.31		
Supervisor (Hr rate subject to change, Payroll verified)	HR	800	$68.27		HR	800	$68.27		
Project Manager (Hr rate subject to change, Payroll verified)	HR	1200	$57.60		HR	1200	$57.60		
Real Estate (Hr rate subject to change, Payroll verified)	HR	591	$52.49		HR	591	$52.49		
			SUBTOTAL	$ 221,959.89			SUBTOTAL	$ 318,591.50	$ 96,631.61
Internal Survey / Landman									
				$ -				$ -	$ -
				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
Internal Inspection									
Inspector (Hr rate subject to change, Payroll verified)	HR	8000	$38.24		HR	8000	$38.24		$ -
				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
Internal Administration									
Admin (Hr rate subject to change, Payroll verified)	HR	1001	$46.55		HR	1001	$46.55		$ -
				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
Internal Engineering/ Survey/ Inspection/ Administration Overhead									
OVERHEAD (%)	Enter % if applicable		42.00%	$ 93,223.15			42.00%	$ 133,808.43	$ 40,585.28
			SUBTOTAL	$ 315,183.04				$ 452,399.93	$ 137,216.89

External Engineering - Cost documented with INVOICES and / or CHECKS									
Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
Kimley-Horn and Associates (Contracts Provided)^		0.379	$1,135,400.00	$ 430,316.60		0.544	$1,135,400.00	$ 617,657.60	$ 187,341.00
Senior Professional II	HR	200	($330-$350)		HR	200	($330-$350)		
Senior Professional I	HR	1200	($295-$315)		HR	1200	($295-$315)		
Professional	HR	1600	($255-$275)		HR	1600	($255-$275)		
Senior Tech Support	HR	140	($115-$150)		HR	140	($115-$150)		
Support Staff	HR	40	($125-$135)		HR	40	($125-$135)		
				$ -				$ -	$ -
			SUBTOTAL	$ 430,316.60			SUBTOTAL	$ 617,657.60	$ 187,341.00
External Survey/ Landman									
				$ -				$ -	$ -
				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
External Inspection									
Raba Kistner (Inspection Services) (Contracts Provided)^^		0.379	$561,179.00	$ 212,686.84		0.544	$561,179.00	$ 305,281.38	$ 92,594.54
Srav Jangam (Inspection Services)	HR	4640	$110.00		HR	4640	$110.00		
Bruce Nipp (Management)	HR	116	$202.75		HR	116	$202.75		
Denise Pemberton (Administrative)	HR	116	$72.50		HR	116	$72.50		
Company Auto Miles	Mile	29000	$0.65		Mile	29000	$0.65		
			SUBTOTAL	$ 212,686.84			SUBTOTAL	$ 305,281.38	$ 92,594.54
			Engineering / Administration / Inspection SUBTOTAL	$ 958,186.48				$ 1,375,338.91	$ 417,152.43
Existing Easement Compensation - following Quit Claim / **Eligibility Ratio not applied.**				Will be					
Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied. concur with rate. Documentation of actual cost must be supplied at billing.				ROW PM must					
Lift Station Property Acquisition - TxDOT Parcel 8	SQ. FT	6,954	$12.94	$ 90,000.00	SQ. FT	42,994	$4.17	$ 179,484.00	$ 89,484.00
				$ -				$ -	$ -
			SUBTOTAL	$ 90,000.00			SUBTOTAL	$ 179,484.00	$ 89,484.00
			Easement Compensation SUBTOTAL	$ 90,000.00				$ 179,484.00	$ 89,484.00

SUMMARY:					
TOTAL PROJECT COST	$ 6,872,339.48		$ 9,933,272.91	$ 3,060,933.43
Amount Payable in TxDOT Contract (Joint Bid)	$ -		$ -	$ -
Utility Cost	$ 6,872,339.48		$ 9,933,272.91	$ 3,060,933.43
General & Administrative OH [redacted]	$ -	G&A [redacted]	$ -	$ -
Gross Reimbursable to the Utility	$ 6,872,339.48		$ 9,933,272.91	$ 3,060,933.43
Amount Due to TxDOT Via an Advance Funding Agreement	$ -		$ -	$ -
SALVAGE and/or Depreciation CREDIT				$ -
BETTERMENT RATIO 0.00% Ratio Deduction	$ -	BR 30.81%	$ 3,060,933.43	$ 3,060,933.43
Amount reimbursable after Betterment and Salvage Credit	$ 6,872,339.48		$ 6,872,339.48	$ -
ELIGIBILITY RATIO 100.00%		ER 100.00%		
NET REIMBURSEMENT TO UTILITY	$ 6,872,339.48		$ 6,872,339.48	$ -
		Percent of Difference=	45%	

version 3.0

Engineer Notes:

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

^ Mobilization is an assumed cost based on the percentage bid on Mobilization by Mountain Cascade. Mountain Cascade bid 8.7123% of the overall bid on Mobilization. Please refer to supplemental calculations

^^The city staff and KH engineering contract is adjusted to a percentage of construction dollars to theoverall bid from Mountain Cascade. Please refer to supplemental calculations

BETTERMENT RATIO CALCULATOR

Two estimates are required to calculate betterment. One with, and one without betterment. Please attach both estimates.

The total estimated cost of the project **INCLUDING BETTERMENT**	$9,933,272.91
The total estimated cost of the project **NOT** including **BETTERMENT**	$6,872,339.48
THE AMOUNT OF BETTERMENT	$3,060,933.43
The **BETTERMENT RATIO** IS:	30.81%

THE CITY OF DENTON, TEXAS

PLANS FOR THE:

IH-35 SPLIT TO MILAM PHASE 2

GANZER ROAD LIFT STATION
FORCE MAIN AND GRAVITY SEWER

IFB NO. 7968-005

VOLUME 1 PLAN SET

TxDOT Project CCSJ 0195-02-074 & ROW CSJ 0195-02-079
TxDOT Project CCSJ 1059-01-047 & ROW CSJ 1059-01-048

KH NO. 061024063

SHEET INDEX:

General Sheets

1 – COVER SHEET
2 – GENERAL NOTES
3 – PROJECT CONTROL AND BENCHMARKS
4 – PROJECT CONTROL AND BENCHMARKS LIFT STATION
5 – SEWER LOCATION MAP
6 – FORCE MAIN LOCATION MAP
7 – PROJECT SEQUENCING

Pipeline Sheets

8 – PROPOSED 30-IN SANITARY SEWER A STA 0+00 – END
~~9 – PROPOSED 12-IN SANITARY SEWER B STA 0+00 – END~~
10 – PROPOSED 12-IN FORCE MAIN A STA 0+00 – 8+00
11 – PROPOSED 12-IN FORCE MAIN A STA 8+00 – 16+00
12 – PROPOSED 12-IN FORCE MAIN A STA 16+00 – 24+00
13 – PROPOSED 12-IN FORCE MAIN A STA 24+00 – 32+00
14 – PROPOSED 12-IN FORCE MAIN A STA 32+00 – 40+00
15 – PROPOSED 12-IN FORCE MAIN A STA 40+00 – 48+00
16 – PROPOSED 12-IN FORCE MAIN A STA 48+00 – 56+00
17 – PROPOSED 12-IN FORCE MAIN A STA 56+00 – 64+00
18 – PROPOSED 12-IN FORCE MAIN A STA 64+00 – 72+00
19 – PROPOSED 12-IN FORCE MAIN A STA 72+00 – 79+00
20 – PROPOSED 12-IN FORCE MAIN A STA 79+00 – 87+00
21 – PROPOSED 12-IN FORCE MAIN A STA 87+00 – 93+00
22 – PROPOSED 12-IN FORCE MAIN A STA 93+00 – 99+00
23 – PROPOSED 12-IN FORCE MAIN A STA 99+00 – END
~~24 – PROPOSED 30IN WATER A CASING STA 0+00 – END~~

Lift Station Sheets

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26 – PAVING AND DIMENSIONS PLAN – SHEET 1 OF 2
27 – PAVING AND DIMENSIONS PLAN – SHEET 2 OF 2
28 – YARD PIPING PLAN
29 – GRADING PLAN – SHEET 1 OF 2
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31 – MECHANICAL PLAN AND SECTION
32 – JUNCTION STRUCTURE PLAN AND SECTION

Standard Details

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35 – STANDARD SEWER DETAILS III
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38 – STANDARD SEWER DETAILS VI
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40 – SEWER DETAILS II
41 – SEWER DETAILS III
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45 – STRUCTURAL DETAILS I
46 – EROSION CONTROL PLAN 1 OF 4
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54 – TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK
55 – TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

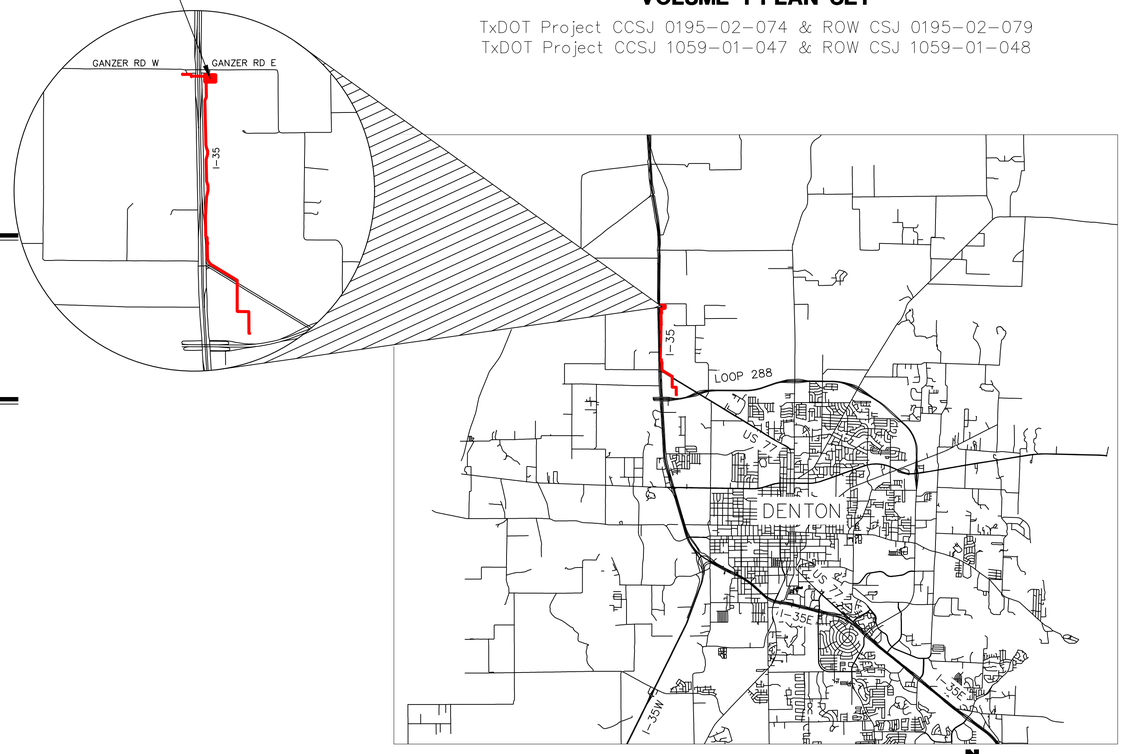
Electrical Sheets

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E2 – ELECTRICAL SITE PLAN
E3 – ELECTRICAL WET WELL PLAN & ELEVATION
E4 – ELECTRICAL ONE-LINE DIAGRAM
E5 – ELECTRICAL CONTROL DIAGRAMS SHEET 1 OF 3
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E8 – ELECTRICAL DETAILS SHEET 1 OF 6
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GANZER LIFT STATION SITE
7722 N IH-35
DENTON, TX 76207



Location Map
N.T.S.

CITY OF DENTON

CITY OFFICIALS:

MAYOR..... GERARD HUDSPETH
COUNCIL MEMBERS:
DISTRICT 1..... VICKI BYRD
DISTRICT 2..... BRIAN BECK
DISTRICT 3..... PAUL MELTZER
DISTRICT 4..... JOE HOLLAND
AT LARGE PLACE 5..... BRANDON MCGEE
AT LARGE PLACE 6..... CHRIS WATTS

DIRECTOR OF WATER AND WASTEWATER UTILITIES — STEPHEN GAY

DIRECTOR OF CAPITAL PROJECTS — TREVOR CRAIN

PROJECT MANAGER, CAPITAL PROJECTS — SHAWN MESSICK

TxDOT General Notes

1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, I CERTIFY THAT THE PROPOSED DRIVEWAY OR PUBLIC STREET CONNECTION TO THE STATE ROADWAY MEETS OR EXCEEDS THE MINIMUM STOPPING SIGHT DISTANCE REQUIRED FOR A POSTED SPEED OF 45 MILES PER HOUR, BASED ON THE MOST RECENT TXDOT DESIGN MANUAL REQUIREMENTS.

2. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TXDOT STANDARD SPECIFICATIONS, STANDARD PLANS, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

3. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004, AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.

Chris Igo
(CHRISTOPHER IGO, P.E. #120045)

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

Kimley»Horn

801 Cherry St., Suite 1300 Ft. Worth, TX 76102 P: 817-335-6511
TBPE No. 928 F: 817-335-5070

02/03/2025
STATE OF TEXAS
CHRISTOPHER P. IGO
120045
LICENSED
PROFESSIONAL ENGINEER
Chris Igo

FEBRUARY 2025

No.	Revision	By	Date

CITY OF DENTON, TEXAS – IH-35-SPLIT TO MILAM PHASE 2 VOLUME 1

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE CITY AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA; AND, THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA (FOR LOCATING ALL UNDERGROUND FACILITIES FOR COORDINATION OF THE WORK WITH THE CITY OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION) FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK, THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
2. NOTIFY THE CITY OF DENTON TO LOCATE EXISTING CITY UTILITIES PRIOR TO CONSTRUCTION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOS ENERGY (940-380-7479) 48 HOURS PRIOR TO EXCAVATION.
4. CAUTION! BURIED TELEPHONE CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: VERIZON (972-318-5260), GTE (940) 381-9294 AND AT&:T (817-338-6013).
5. CAUTION! OVERHEAD ELECTRIC CABLES EXIST ALONG THIS PROJECT. CONTACT COSERV (940-321-7800) 48 HOURS PRIOR TO EXCAVATING NEAR EXISTING LINES.
6. CONSTRUCTION SURVEYING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY CONTROL MONUMENTATION PRIOR TO CONSTRUCTION AND SUBMIT DOCUMENTATION OF VERIFICATION TO THE CITY AND ENGINEER.
7. CONTRACTOR SHALL RE-ESTABLISH ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION AT NO COST TO CITY.
8. ONLY THOSE ITEMS LISTED IN THE BID TABULATION AND/OR SUBSEQUENT SCHEDULE OF VALUES FOR LUMP SUM PROJECTS WILL BE MEASURED AND PAID FOR AT THE UNIT PRICE REQUIRED TO COMPLETE THE PROJECT. ALL OTHER WORK SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID, AND NO SEPARATE PAYMENT SHALL BE MADE.
9. THE CONTRACTOR SHALL NOTIFY THE CITY OF DENTON 48 HOURS PRIOR TO START OF ANY CONSTRUCTION. SPECIFIC REQUIREMENTS INDICATED ELSEWHERE MAY BE MORE STRINGENT.
10. THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY.
11. ALL BARRICADES, WARNING SIGNS, LIGHTS, DEVICES, ETC., FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS SHALL CONFORM TO THE INSTALLATIONS AND LOCATIONS SHOWN IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), AS CURRENTLY AMENDED, AS PUBLISHED BY TEXAS DEPARTMENT OF TRANSPORTATION.
12. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
13. THE CONTRACTOR SHALL GIVE THE CITY 5 DAYS NOTICE IN ADVANCE OF THE TIME A STREET SIGN IS TO BE REMOVED TO CLEAR CONSTRUCTION OPERATIONS. AT NO TIME WILL THE CONTRACTOR REMOVE OR RELOCATE A STOP OR YIELD SIGN WITHOUT PRIOR APPROVAL BY THE CITY.
14. CONTRACTOR SHALL COORDINATE DRIVEWAY CLOSURES WITH PROPERTY OWNERS PRIOR TO BEGINNING WORK. DRIVEWAYS SHALL REMAIN OPEN AT ALL TIMES IF POSSIBLE. ACCESS SHALL BE MAINTAINED AT ALL TIMES. DEPTH OF DRIVEWAY REPAIR SHALL MATCH DEPTH OF EXISTING SURFACE.
15. THE CONTRACTOR SHALL PLAN HIS WORK SEQUENCE IN A MANNER THAT WILL CAUSE THE MINIMUM INTERFERENCE WITH TRAFFIC DURING CONSTRUCTION OPERATIONS. BEFORE BEGINNING WORK ON THIS PROJECT, THE CONTRACTOR SHALL SUBMIT A PLAN FOR CONSTRUCTION OPERATIONS OUTLINING, IN DETAIL, A SEQUENCE OF WORK TO BE FOLLOWED, SETTING OUT THE METHOD OF HANDLING TRAFFIC ALONG, ACROSS, AND ADJACENT TO THE WORK.
16. IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTOR'S PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC DOES NOT PROVIDE FOR SAFE, COMFORTABLE MOVEMENT, THE CONTRACTOR SHALL IMMEDIATELY CHANGE HIS OPERATIONS TO CORRECT THE UNSATISFACTORY CONDITION.
17. TEMPORARY SIGNS WILL BE REQUIRED DURING CONSTRUCTION FOR THE EXISTING SIGNING WHICH INTERFERES WITH THE CONSTRUCTION. THE EXISTING SIGN FACES ON TEMPORALLY SUPPORTS MAY BE USED FOR THE TEMPORARY SIGNS AS LONG AS THEY ARE REMOVED AND ERECTED ON TEMPORARY MOUNTS ON THE SAME DAY. THE WARNING AND REGULATORY SIGNS MUST BE IN PLACE AT ALL TIMES AS APPLICABLE.
18. BARRICADES AND SIGNS SHALL BE PLACED IN SUCH A MANNER AS NOT TO INTERFERE WITH THE SIGHT DISTANCE OF DRIVERS ENTERING THE ROADWAYS OR SIDE STREETS, TO FACILITATE LANE SHIFTING, BARRICADES AND SIGNS USED IN LANE CLOSURES OR TRAFFIC STAGING MAY BE ERECTED AND MOUNTED ON PORTABLE SUPPORTS. THE DESIGN OF THESE SUPPORTS SHALL CONFORM TO TMUTCD AND ARE SUBJECT TO THE APPROVAL OF THE CITY.
19. THE CONTRACTOR WILL NOT BE PERMITTED TO COMMENCE WORK ON THE ROAD BEFORE SUNRISE AND SHALL ARRANGE HIS WORK SO THAT NO MACHINERY OR EQUIPMENT SHALL BE CLOSER THAN 30 FEET TO THE TRAVELED ROADWAY AFTER SUNSET EXCEPT AS AUTHORIZED BY THE CITY. THE CONTRACTOR IS REQUIRED TO ABIDE BY THE CITY OF DENTON NOISE ORDINANCE.
20. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS ON OR ACROSS ANY PAVEMENT, HE SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE.
21. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, SHORING, AND SITE SAFETY.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE VERTICAL AND HORIZONTAL CONTROL THROUGHOUT THE PROJECT.
23. A MINIMUM COVER OF THREE AND ONE HALF (3.5) FEET ABOVE PROPOSED TOP OF PIPE SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN IN THE CONSTRUCTION PLANS. THE APPROXIMATE GROUND PROFILE AND THE TOP OF PIPE PROFILE SHOW A RELATIONSHIP INTENDED BY THE ENGINEER. THE TOP OF PIPE ELEVATIONS AND GEOMETRIC INFORMATION SHOWN IN THE PROFILE FOR THE PIPE ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE PRECISE AND DETAILED PIPE LAYOUT IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR INFORMATION AND REVIEW. THE WORKABILITY OF THE DETAILED LAYOUT REMAINS WITH THE CONTRACTOR.
24. THE MAXIMUM JOINT DEFLECTION SHALL NOT EXCEED 50% OF THE PIPE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION.
25. CONTRACTOR SHALL ADHERE TO TCEQ RULES FOR POTABLE WATER AND SANITARY SEWER CHAPTERS 217 AND 290.
26. THE CONTRACTOR SHALL STABILIZE ALL UNPAVED AREAS OF THE PROJECT WITH A MINIMUM 95% DENSITY OF VEGETATIVE COVER, UTILIZING THE ITEMS IN THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
27. THE CONTRACTOR SHALL REMOVE ALL FENCES INTERFERING WITH CONSTRUCTION OPERATION WITHIN EASEMENTS AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH NEW FENCE OR UNDAMAGED ORIGINAL FENCING WITH PRIOR APPROVAL OF PROPERTY OWNER, UNLESS OTHERWISE NOTED IN THE PLANS.
28. POSITIVE DRAINAGE MUST BE RE-ESTABLISHED FOR ALL DRAINAGE SWALES AND CULVERTS IMPACTED BY THE CONTRACTOR'S OPERATIONS. THE COST OF THIS WORK SHALL BE SUBSIDIARY TO THE VARIOUS ITEMS BID.
29. ANY TREES SHOWN IN THE PLANS FOR POTENTIAL REMOVAL MUST ALSO BE APPROVED FOR REMOVAL BY THE CITY. NO TREES MAY BE REMOVED OUTSIDE OF THE PERMANENT OR TEMPORARY EASEMENTS WITHOUT PRIOR WRITTEN APPROVAL. CONTRACTOR SHALL BE HELD LIABLE FOR DAMAGE TO ANY TREES THAT HAVE NOT BEEN DESIGNATED FOR REMOVAL AND THE CONTRACT AMOUNT WILL BE REDUCED BY $1000 FOR EACH TREE WHICH IS REMOVED WHERE NOT AUTHORIZED.
30. THE CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH PROPERTY OWNER. IN ADDITION, PLACEMENT OF SUCH FILL SHALL NOT ALTER EXISTING DRAINAGE PATTERNS.
31. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS, WITHOUT WRITTEN PERMISSION FROM THE CITY OF DENTON. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST IF SO DIRECTED.
32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL EXCESS EXCAVATION. THE CONTRACTOR SHALL SUBMIT A "STOCKPILE PLAN" THAT DESIGNATES LOCATIONS FOR TEMPORARY STORAGE OF THE EXCAVATED SOIL. THIS STOCKPILE PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK. STOCKPILES SHALL NOT BE ALLOWED WITHIN THE RIGHT-OF-WAY AND SHALL BE CONTAINED WITHIN THE PERMANENT AND TEMPORARY EASEMENTS.
33. THE CITY HAS ACQUIRED PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN ON THE DRAWINGS. THE CONTRACTOR MAY ACQUIRE ADDITIONAL TEMPORARY CONSTRUCTION EASEMENTS AT HIS OWN COST, IF HE SO CHOOSES. IF THE CONTRACTOR ACQUIRES ADDITIONAL TEMPORARY EASEMENTS, HE SHALL PROVIDE COPIES OF THE WRITTEN AGREEMENT TO THE CITY AND THE ENGINEER. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF USE OF ADDITIONAL TEMPORARY EASEMENTS. THE PLANS DEPICT THE LIMITS OF THE CONSTRUCTION AREA, GENERALLY CONSISTING OF THE TEMPORARY CONSTRUCTION EASEMENT AND ALL OR A PORTION OF THE PERMANENT WATER LINE EASEMENT. NO CONSTRUCTION ACTIVITY MAY BE CARRIED OUT WITHIN THAT PORTION OF A PERMANENT WATER LINE EASEMENT THAT FALLS OUTSIDE THE INDICATED LIMITS OF THE CONSTRUCTION AREA AS APPLICABLE.
34. DAMAGE TO ANY EXISTING CULVERT OR CULVERT HEADWALL SHALL BE REPAIRED OR REPLACED, AS DETERMINED BY THE CITY, AT THE EXPENSE OF THE CONTRACTOR.
35. THE CONTRACTOR SHALL BACKFILL BORE PITS WITHIN 48 HOURS AFTER BORING IS COMPLETED.
36. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER APPLICABLE LAWS AND REGULATIONS.
37. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT OF ALL POWER POLES WITHIN 15 FEET OF THE PROPOSED CONSTRUCTION, OR WHERE TEMPORARY REMOVAL OF GUY WIRES IS NECESSARY FOR CONSTRUCTION.
38. AT PROJECT COMPLETION, ALL AREAS AFFECTED BY THE CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION. A LETTER OF RELEASE SHALL BE REQUIRED FROM EACH AFFECTED PROPERTY OWNER PRIOR TO FINAL ACCEPTANCE AND A FINAL INSPECTION AND APPROVAL BY THE CITY OF DENTON'S ON-SITE REPRESENTATIVE SHALL BE SECURED BEFORE THE CONTRACTOR SHALL LEAVE THE JOB SITE.
39. WITHIN THE LIFT STATION SITE, THRUST BLOCKS ARE NOT REQUIRED, BUT ALL JOINTS SHALL BE MECHANICALLY RESTRAINED. OUTSIDE OF THE LIFT STATION SITE ALL 24-INCH AND SMALLER HORIZONTAL AND VERTICAL BENDS, TEES, WYES, AND ALL 6-INCH AND LARGER OUTLETS SHALL BE FULLY RESTRAINED AS REQUIRED BY THE CONTRACT DOCUMENTS.
40. AT PROJECT COMPLETION, ALL AREAS AFFECTED BY THE CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION. A LETTER OF RELEASE SHALL BE REQUIRED FROM EACH AFFECTED PROPERTY OWNER PRIOR TO FINAL ACCEPTANCE AND A FINAL INSPECTION AND APPROVAL BY THE CITY OF DENTON'S ON-SITE REPRESENTATIVE SHALL BE SECURED BEFORE THE CONTRACTOR SHALL LEAVE THE JOB SITE.
41. THE CONTRACTOR SHALL SUBMIT A SEQUENCE OF WORK SCHEDULE TO THE ENGINEER PRIOR TO COMMENCING WORK.
42. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN A NEAT AND ACCURATE RECORD OF CONSTRUCTION FOR THE CITY'S RECORDS. THE CONTRACTOR SHALL PROVIDE THE CITY FULL SIZE REPRODUCIBLE MARKUPS THAT RECORD ALL CONSTRUCTION DEVIATING FROM THE PLANS.
43. UNTIL THE WORK IS ACCEPTED BY THE CITY, THE PROJECT SHALL BE UNDER THE CHARGE AND CUSTODY OF THE CONTRACTOR, AND THE CONTRACTOR SHALL TAKE EVERY NECESSARY PRECAUTION AGAINST INJURY AND/OR DAMAGE TO THE WORK.
44. CONTRACTOR SHALL MAINTAIN SITE SECURITY AT ALL TIMES.
45. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. THE CONTRACTOR SHALL CONTROL DUST BY SPRINKLING WATER, OR AS APPROVED BY THE CITY.

PROJECT SPECIFIC NOTES:

1. ALL CONSTRUCTION ACCESS SHALL BE THROUGH EASEMENTS. SEE PROJECT CONTROL SHEET, PAGE 3.
2. ALL MATERIALS SHALL USE DOMESTICALLY MANUFACTURED PRODUCTS THAT ARE COMPOSED PREDOMINATELY OF STEEL AND/OR IRON TO INCORPORATE INTO THE PERMANENT INSTALLATION OF THE UTILITY FACILITY - IN COMPLIANCE WITH THE BUY AMERICA PROVISIONS OF 23 CFR 635.410 AS AMENDED.
3. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF PROPOSED CONNECTIONS PRIOR TO FABRICATION OF PROPOSED PIPING. VERIFICATION OF TIE-IN LOCATIONS SHALL BE SUBSIDIARY TO CONNECTION BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE.
4. SUBMERSIBLE PUMPS SHALL BE IN ACCORDANCE WITH SECTION 43 25 01 AND SHALL MEET THE FOLLOWING REQUIREMENTS:

4.1. PUMP PERFORMANCE DATA:

4.1.1.	NUMBER OF REQUIRED UNITS	TWO (2)
4.1.2.	SHUTOFF HEAD (FLOW @ HEAD (TDH))	0 GPM @ 107.0 FEET
4.1.3.	DUTY POINT (FLOW @ HEAD (TDH))	1270 GPM @ 154.0 FEET
4.1.4.	PUMP RUNOUT (FLOW @ HEAD (TDH))	2350 GPM @ 82.0 FEET
4.1.5.	MINIMUM PUMP EFFICIENCY FOR DUTY POINT	68%
4.1.6.	MINIMUM OVERALL EFFICIENCY	32%
4.1.7.	MAXIMUM HORSEPOWER REQUIRED	85 HP
4.1.8.	ELECTRICAL CHARACTERISTICS REQUIRED	460 VOLT, 60 HZ, 3 PH
4.1.9.	MAXIMUM OPERATING SPEED	1,775 RPM
4.1.10.	MINIMUM DISCHARGE SIZE	6-INCH
4.1.11.	MINIMUM SOLID SIZE REQUIRED TO PASS IMPELLER	3-INCH
4.1.12.	LIQUID TO BE PUMPED	WASTEWATER

4.2. PUMPS SHALL BE NP 3301 HT3~464 AS MANUFACTURED BY FLYGT CORPORATION AND SHALL BE EQUIPPED WITH PANEL COOLED VARIABLE FREQUENCY DRIVES.

5. THE IMPELLER SHALL BE IN ACCORDANCE WITH SECTION 43 25 01. THE IMPELLER SHALL BE TWO-VANE OR MULTIPLE-VANE, SEMI-OPEN NON-CLOGGING DESIGN, AND CAPABLE OF PASSING 3-INCH DIAMETER SPHERICAL SOLIDS. THE IMPELLER SHALL BE A HIGH CHROME WHITE CAST IRON IN ACCORDANCE WITH ASTM A532 (ALLOY III A 25% CHROME CAST IRON). THE IMPELLER SHALL BE COATED WITH ALKYD RESIN PRIMER.
6. ODOR CONTROL UNIT SHALL BE IN ACCORDANCE TO THE SPECIFICATIONS AND MANUFACTURED SPECIFICATIONS OF A WET WELL WIZARD. A SINGLE WIZ SHALL BE INSTALLED FOR EVERY 80 SQFT OF WET WELL. A 1.5 HP REGENERATIVE BLOWER IS NECESSARY TO MEET REQUIRED SOURCE POWER.
7. CONTRACTOR SHALL COORDINATE WITH CITY 2 WEEKS IN ADVANCE OF INTENDED MOBILIZATION DATE TO PERMIT THE CITY TIME TO NOTIFY PROPERTY OWNER.

TxDOT STANDARD NOTES

1. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.
3. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE DURATION OF WORK WITHIN TxDOT ROW.
4. THERE MAY BE TIMES WHERE INTERRUPTION OF A PARTICULAR CONSTRUCTION SEQUENCE MAY BE REQUIRED DUE TO COORDINATION WITH TXDOT OR OTHER UTILITY CONTRACTORS. NO ADDITIONAL PAYMENT WILL BE CONSIDERED FOR SUCH INTERRUPTIONS, DELAYS, RE-MOBILIZATIONS, OR ANY OTHER ACTIVITIES RELATED TO THIS COORDINATION.
5. ALL DISTURBED ROW MUST BE RE-VEGETATED WITH SOD AND MAINTAINED UNTIL VEGETATION IS RE-ESTABLISHED.
6. ALL LANE CLOSURES MUST BE COORDINATED WITH BOTH TxDOT AND MUNICIPALITY INSPECTORS.
7. CONTRACTOR TO CONTACT TxDOT 48 HOURS PRIOR TO BEGIN CONSTRUCTION.
8. CONTRACTOR TO ENSURE MINIMUM DEPTH OF 60" FROM TOP OF CASING TO TOP OF GRADE IN TXDOT ROW AND THAT THE LENGTH OF ANY ENCASEMENT UNDER THE ROADWAY SHALL BE PROVIDED FROM TOP OF BACKSLOPE TO TOP OF BACKSLOPE FOR CUT SECTIONS, 5' BEYOND THE TOE OF SLOPE FOR FILL SECTIONS, AND 5' BEYOND THE FACE OF THE CURB FOR CURB SECTIONS.
9. CONTRACTOR SHALL MAINTAIN A 24" MINIMUM CLEARANCE FROM HIGHWAY STRUCTURES AND ALL OTHER EXISTING UTILITIES (UNLESS MORE IS REQUIRED).

LEGEND:

- EXISTING WATER LINE (X" WL)
- EXISTING SANITARY SEWER LINE (X" SS)
- EXISTING STORM SEWER LINE (X" SD)
- EXISTING GAS LINE (X" G)
- EXISTING OVERHEAD ELECTRIC (OHE)
- EXISTING UNDERGROUND ELECTRIC (UGE)
- EXISTING COMMUNICATION LINE (COMM)
- EXISTING CURB
- EXISTING GUARD RAIL/CHAIN LINK FENCE
- EXISTING BRICK/WOODEN FENCE
- EXISTING BARBED WIRE FENCE
- PROPOSED TEMPORARY BARBED WIRE FENCE
- PROPERTY LINE/ROW
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED SEWER LINE (X" WL/SS)
- PROPOSED GAS LINE (X" G)
- REFERENCE FIGURE A ON SHEET B (RE: A/B)
- PROPOSED SEWER LINE (SEPARATE SHEET)
- EXISTING WATER MANHOLE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING POWER POLE
- PROPOSED AIR RELEASE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED WATER GATE VALVE
- PROPOSED WATER GATE VALVE AND VAULT
- PROPOSED REDUCER
- CLEANOUT
- PROPOSED SEWER MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING SIGN
- EXISTING TREE
- EXISTING TREE TO BE REMOVED
- EXISTING GUY WIRE
- EXISTING LIGHT POLE
- EXISTING WATER ISOLATION VALVE
- CONTROL POINT
- BENCHMARK
- GEOTECHNICAL BORE
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT

Kimley»Horn
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No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
CHRISTOPHER P. HOLT
120045
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

GENERAL NOTES

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
2

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CONTROL POINT TABLE				
Point #	Elevation	Northing	Easting	Description
172	675.17	7128861.22	2376078.97	BM CP MAG W/ SHINER (YP CONTROL POINT)
209	687.30	7146866.49	2373040.47	BM CP MAG W/ SHINER (YP CONTROL POINT)
210	686.68	7147505.11	2373029.06	BM CP MAG W/ SHINER (YP CONTROL POINT)
211	688.71	7148106.51	2373050.77	BM CP MAG W/ SHINER (YP CONTROL POINT)
212	686.01	7148706.97	2373037.27	BM CP MAG W/ SHINER (YP CONTROL POINT)
213	689.90	7149307.38	2373025.22	BM CP MAG W/ SHINER (YP CONTROL POINT)
214	697.23	7149958.01	2373012.62	BM CP MAG W/ SHINER (YP CONTROL POINT)
215	697.78	7150558.25	2373000.21	BM CP MAG W/ SHINER (YP CONTROL POINT)
216	693.34	7151009.35	2372992.88	BM CP MAG W/ SHINER (YP CONTROL POINT)
217	673.83	7151607.83	2372981.46	BM CP MAG W/ SHINER (YP CONTROL POINT)
218	662.15	7152213.23	2372949.69	BM CP MAG W/ SHINER (YP CONTROL POINT)
219	660.05	7152812.90	2372936.98	BM CP MAG W/ SHINER (YP CONTROL POINT)
230	665.24	7153479.83	2372915.58	BM CP MAG W/ SHINER (YP CONTROL POINT)
309	741.04	7143754.77	2374735.54	SIR 1/2 Y (YP CONTROL POINT)
310	743.27	7144101.84	2374260.11	SIR 1/2 Y (YP CONTROL POINT)
360	699.05	7146017.58	2373634.70	BM CP MNW (YP CONTROL POINT)
361	702.20	7145696.02	2374141.62	BM CP MNW (YP CONTROL POINT)
362	719.94	7145097.38	2374189.37	BM CP SIR 1/2 Y (YP CONTROL POINT)
363	751.77	7144495.33	2374129.26	BM CP SIR 1/2 Y (YP CONTROL POINT)
364	662.64	7152967.73	2372716.14	BM CP MNW (YP CONTROL POINT)

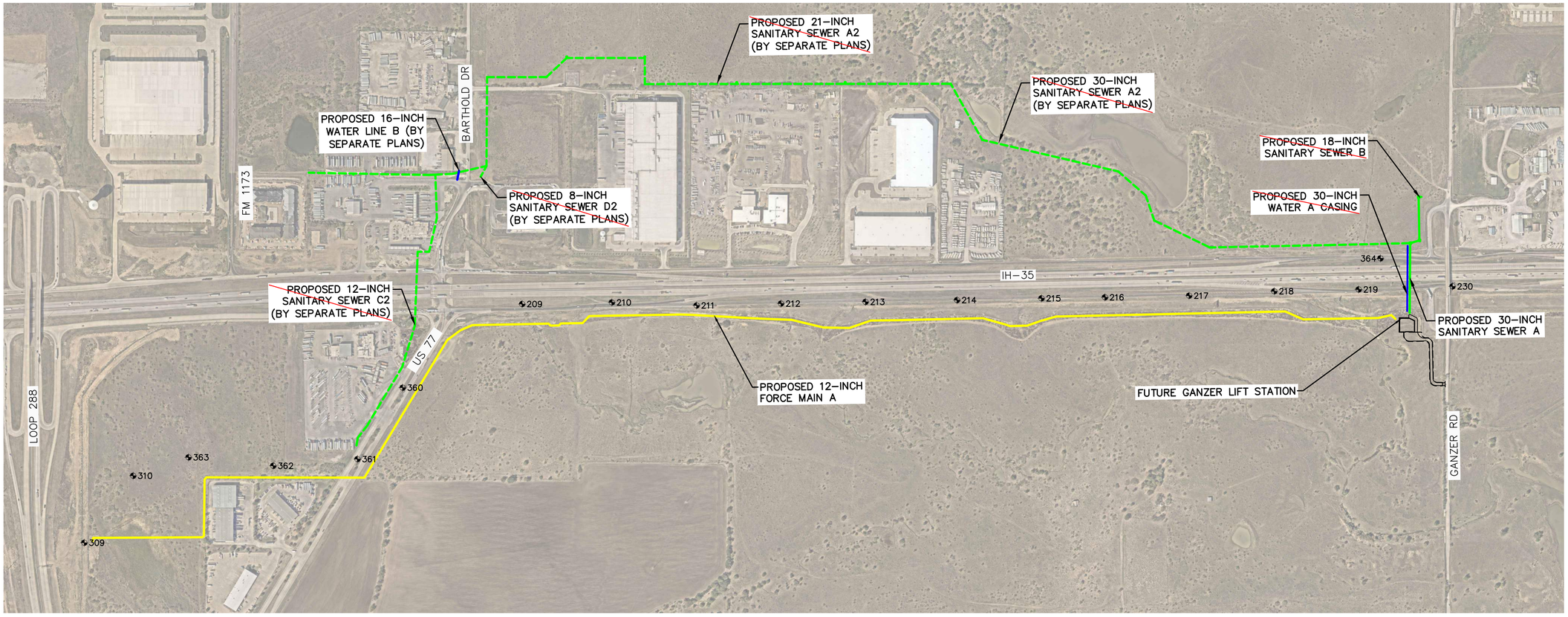
GRAPHIC SCALE IN FEET
0 200 400 800
FOR 11"X17" 1"=800'

LEGEND:

- PROPOSED FORCE MAIN
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- EXISTING CONTROL POINT
- 4 EXISTING BENCHMARK

SHEET NOTES:

1. HORIZONTAL COORDINATES SHOWN HEREON ARE IN U.S. SURVEY FEET, TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 NORTH CENTRAL ZONE (4204), ADJUSTED TO SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.000150630.
2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) USING GEOID 12B.



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No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
CHRISTOPHER P. LOSO
124948
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

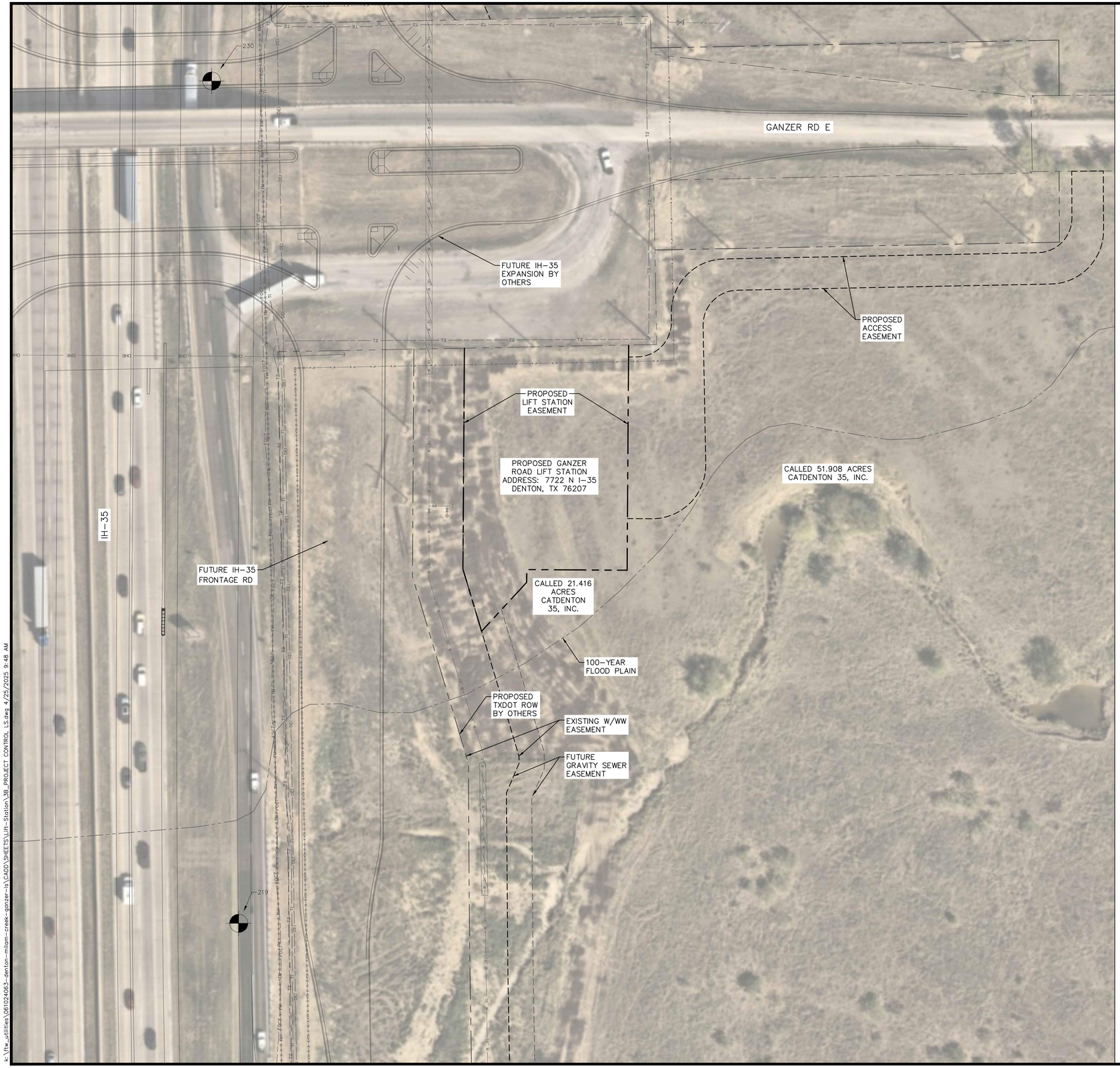
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROJECT CONTROL AND BENCHMARKS

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
3

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GRAPHIC SCALE IN FEET
0 20 40 80

IF PLAN SHEET IS 11" x 17", SCALE IS 1" = 80'

LEGEND:

4 EXISTING BENCHMARK

SHEET NOTES:

1. HORIZONTAL COORDINATES SHOWN HEREON ARE IN U.S. SURVEY FEET, TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 NORTH CENTRAL ZONE (4204), ADJUSTED TO SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.000150630.
2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) USING GEOID 12B.

Point Table				
Point #	Northing	Easting	Elevation	Description
219	7152812.90	2372936.98	660.05	BM CP MAG W/ SHINER (YP CONTROL POINT)
230	7153479.83	2372915.58	665.24	BM CP MAG W/ SHINER (YP CONTROL POINT)

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No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. LEO
124045
LICENSED PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

CITY OF DENTON

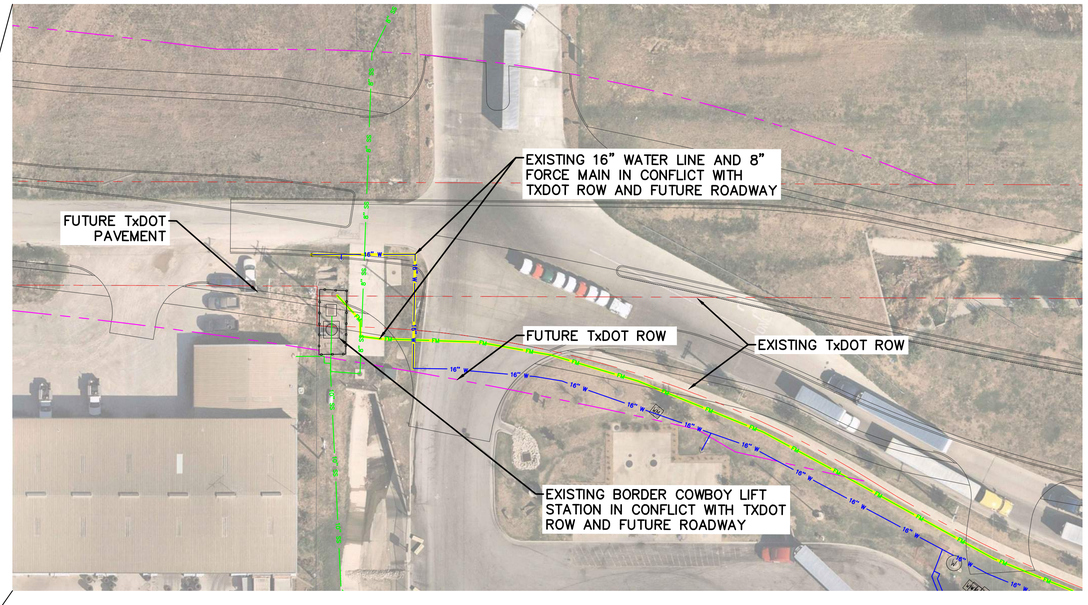
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROJECT CONTROL AND BENCHMARKS LIFT STATION

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
4

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GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

GRAPHIC SCALE IN FEET
0 150 300 600
FOR 11"X17" 1"=400'

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CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION
VOLUME 2

TxDOT CONFLICT MAP

DATE:	JUNE 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	CTD
KHA NO.:	061024063

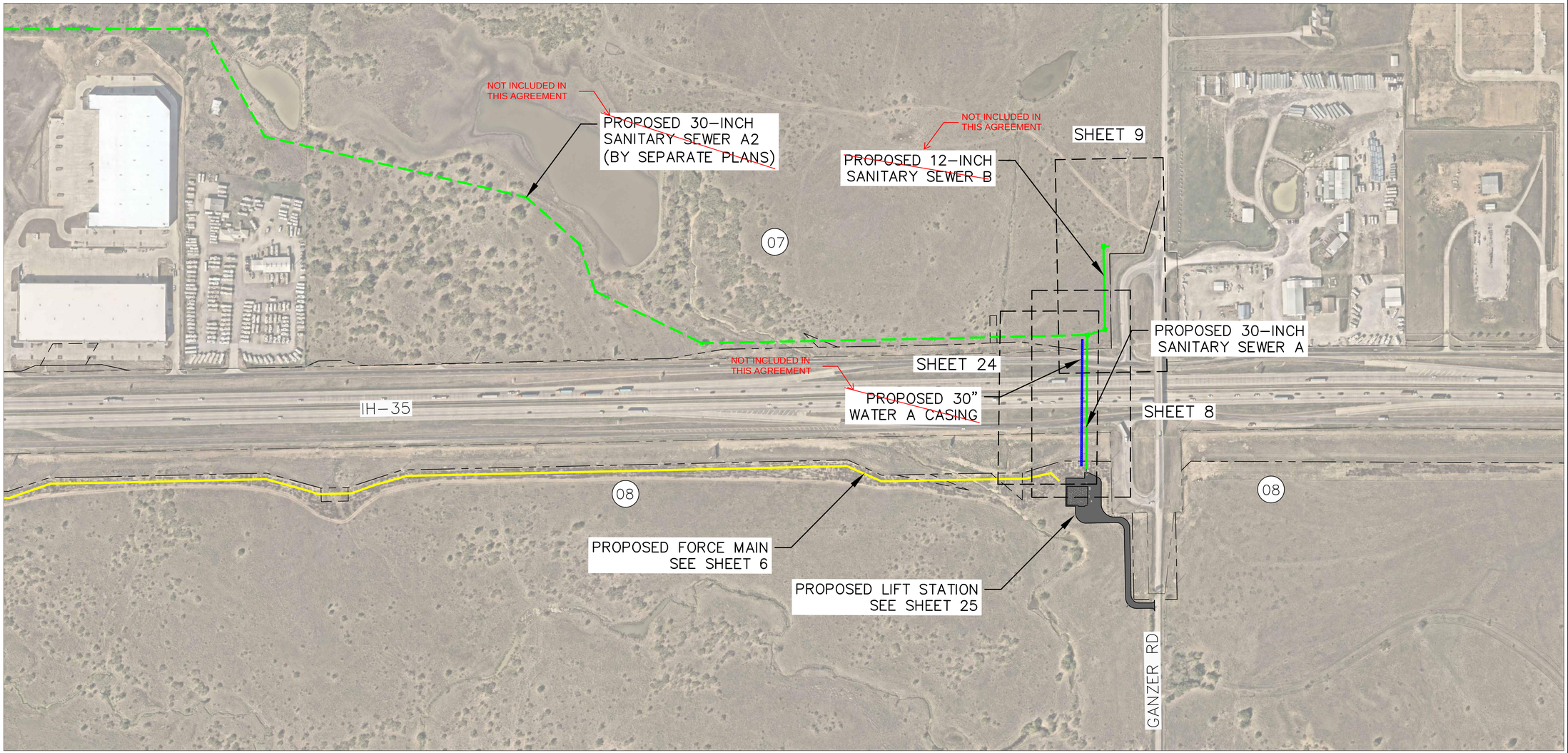
SHEET
A

K:\FTW_Utilities\061024063-Denton-Milam-Creek-Ganzer-LS\C4DD\EXHIBIT\TxDOT CONFLICT MATRIX.dwg 6/26/2025 2:05 PM

GRAPHIC SCALE IN FEET
0 100 200 400
FOR 11"X17" 1"=400'

LEGEND:

- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED FORCE MAIN
- (18) TXDOT PARCEL NUMBER
- PLAN VIEW ON SHEET X



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STATE OF TEXAS — CHRISTOPHER P. IVEY — 132945 — LICENSED PROFESSIONAL ENGINEER — 03/17/2025

CITY OF DENTON

CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER
VOLUME 1

SEWER LOCATION MAP

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	ND/CH
CHECKED:	JRA
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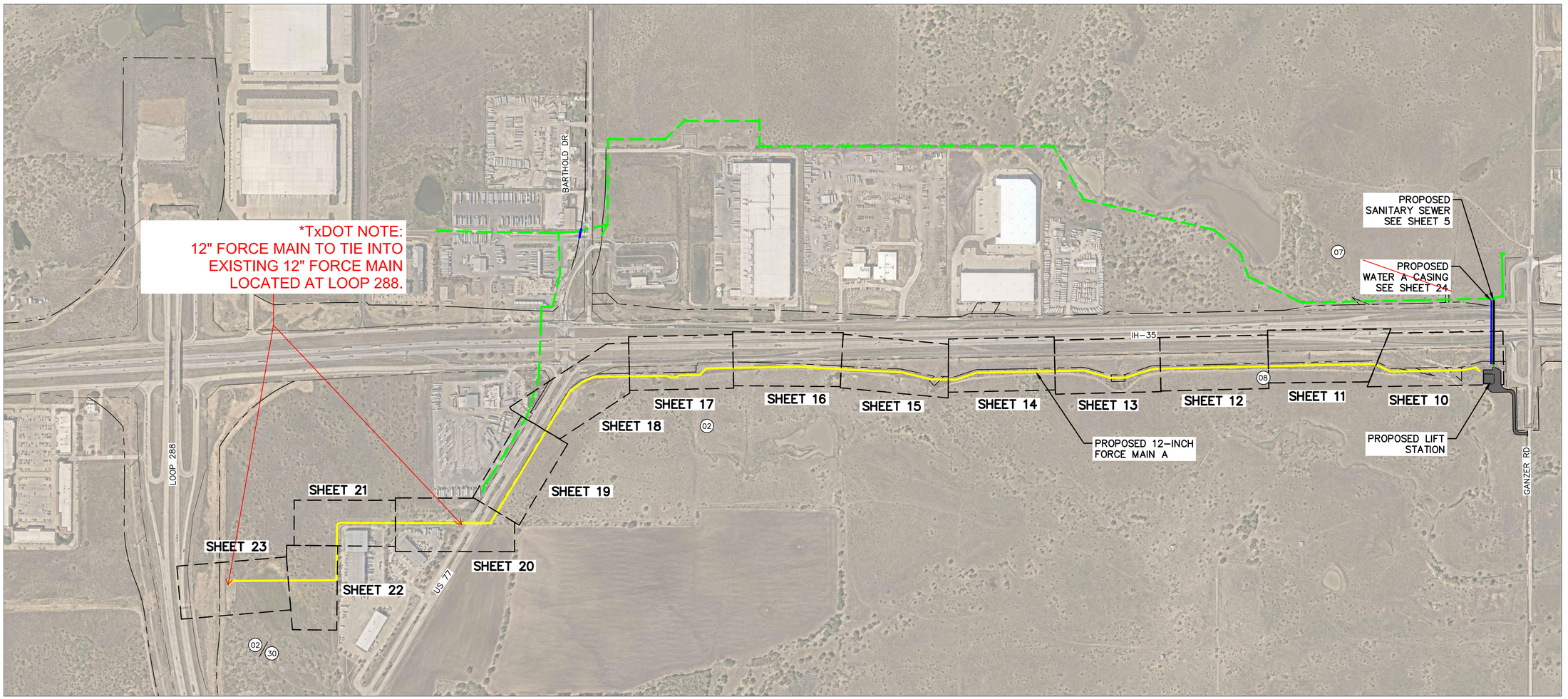
SHEET
5

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GRAPHIC SCALE IN FEET
0 200 400 800
FOR 11"X17" 1"=800'

LEGEND:

- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED FORCE MAIN
- (18) TXDOT PARCEL NUMBER
- PLAN VIEW ON SHEET X



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03/17/2025
STATE OF TEXAS
CHRISTOPHER P. IVEY
103245
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

FORCE MAIN LOCATION MAP

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
6

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SEQUENCING NOTES

GENERAL NOTES

1. NOTIFY THE CITY OF DENTON INSPECTOR, KIMLEY-HORN, AND PROJECT MANAGER TWO (2) WEEKS PRIOR TO COMMENCING WORK TO SCHEDULE A SEQUENCING COORDINATION MEETING.

2. ONCE CONSTRUCTION ON A PARTICULAR LINE HAS COMMENCED, IT MUST BE COMPLETED PRIOR TO THE BEGINNING OF WORK ON ANY OTHER SEGMENT OR LINE INCLUDED IN THIS PROJECT. WITH PRIOR APPROVAL OF THE CITY, THE CONTRACTOR MAY BE ALLOWED TO WORK CONCURRENTLY ON MORE THAN ONE SEGMENT OF THE CONSTRUCTION PROVIDED THAT WORK CONTINUES ON EACH PORTION OF THE PROJECT UNTIL COMPLETE.

3. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO COMMENCING ANY CONSTRUCTION WORK.

IN GENERAL, THE SEQUENCE OF CONSTRUCTION SHALL OCCUR AS FOLLOWS:

PHASING:

VOLUME 1

1. GANZER LIFT STATION
2. FORCE MAIN A - STATION 0+00 - END
3. SANITARY SEWER A - 0+00 - END
4. WATER CASING A - 0+00 - END
5. SANITARY SEWER B - STATION 0+00 - END

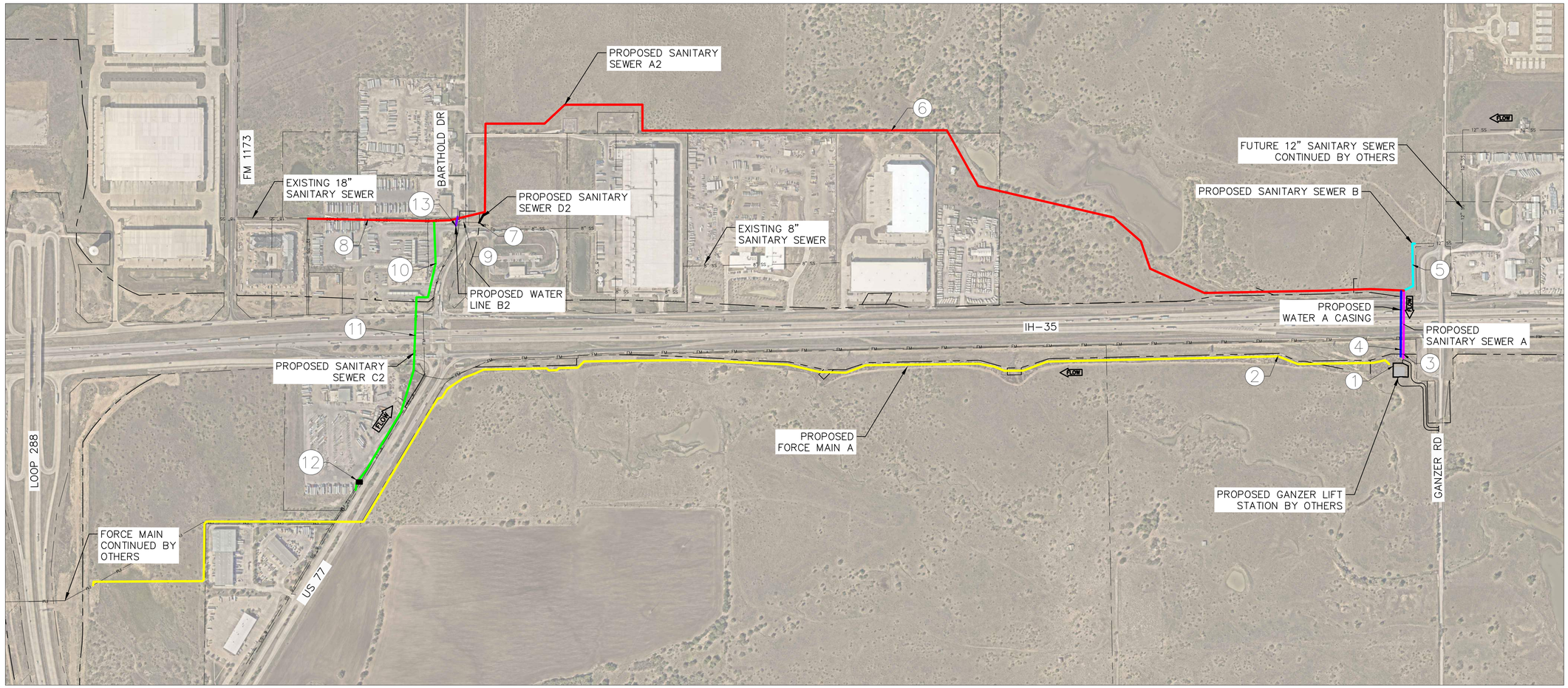
**CRITICAL THAT THE NEW GANZER LIFT STATION HAS BEEN COMPLETED BEFORE ANY SEWER FLOW CAN DIVERT INTO SEWER LINE A OR B. COORDINATE WITH CITY.

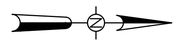
VOLUME 2

6. SANITARY SEWER A2 - STATION 0+00 - 79+04.50 (NEAR BARTHOLD RD.)

   **CRITICAL THAT THE NEW GANZER LIFT STATION (BY OTHERS) HAS BEEN COMPLETED BEFORE ANY SEWER FLOW CAN DIVERT INTO SEWER LINE A OR C. COORDINATE WITH CITY PRIOR TO PHASES 6-12.

7. SANITARY SEWER D2 - 0+00 - END
8. SANITARY SEWER A2 - STATION 79+04.50 - END
9. BORDER COWBOY LS TO BE DECOMMISSIONED/ABANDONED AFTER ALL SERVICES CONNECTED TO SANITARY SEWER A
10. REMOVE EXISTING FORCE MAIN INSIDE EXISTING CASING UNDER IH-35
11. SANITARY SEWER C2 - STATION 0+00 - END
12. TA LIFT STATION TO BE DECOMMISSIONED/ ABANDONED AFTER ALL SERVICES CONNECTED TO LINE C
13. WATER LINE B2 - 0+00 - END
14. REMOVE AND ABANDON ALL REMAINING SEWER AND FORCE MAIN ABANDONMENT





GRAPHIC SCALE IN FEET
0 200 400 800
FOR 11"X17" 1"=800'

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P: 817-335-6611

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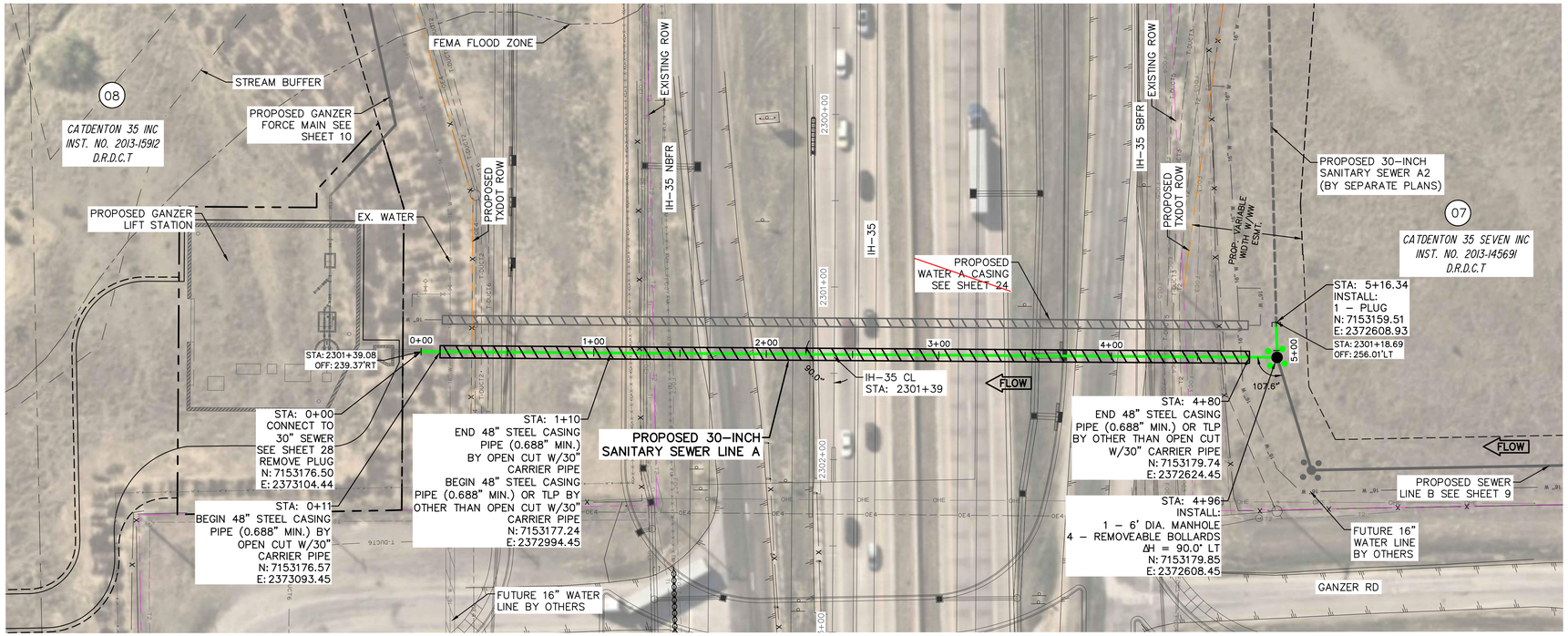
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROJECT SEQUENCING

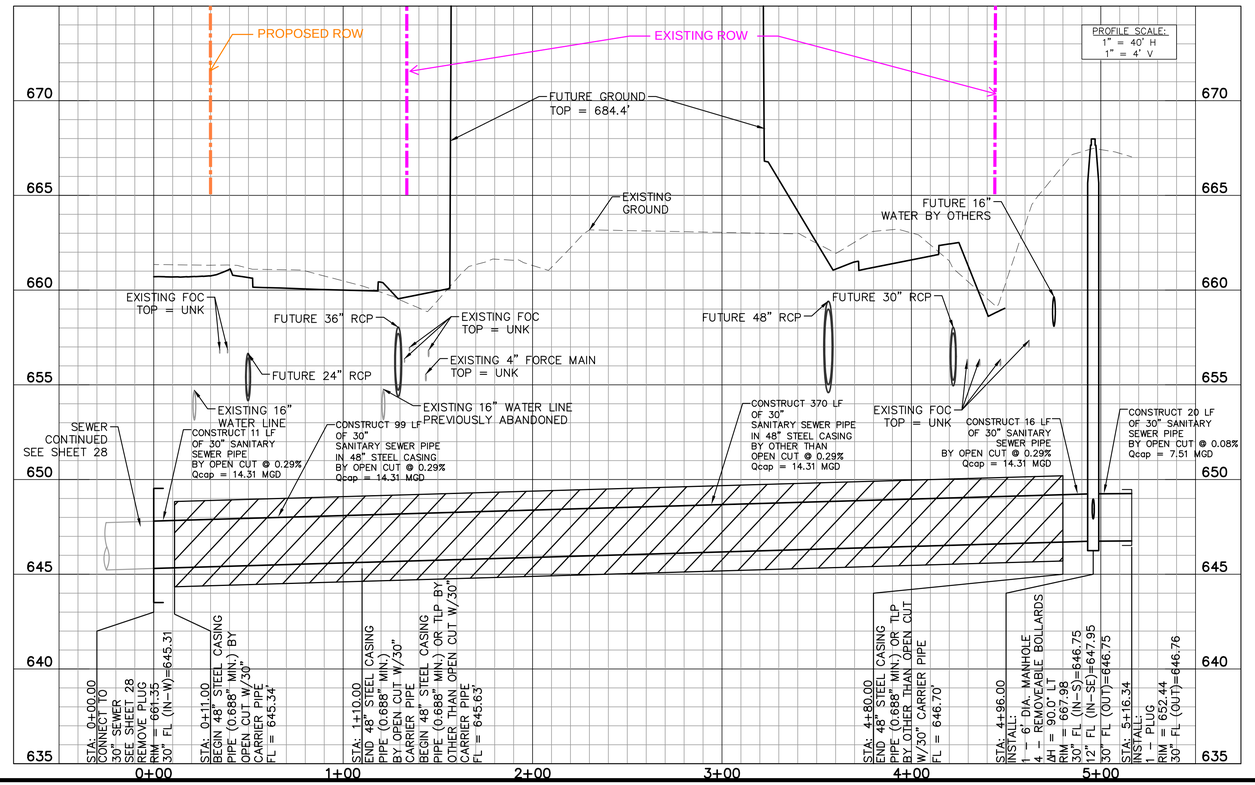
DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
7

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PROPOSED 30-IN SANITARY SEWER A STA 0+00 - END



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

LEGEND:

- EXISTING ROW
- PROPOSED ROW
- EXISTING WATER LINE
- EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

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No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. LEE
120945
LICENSED PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

CITY OF DENTON

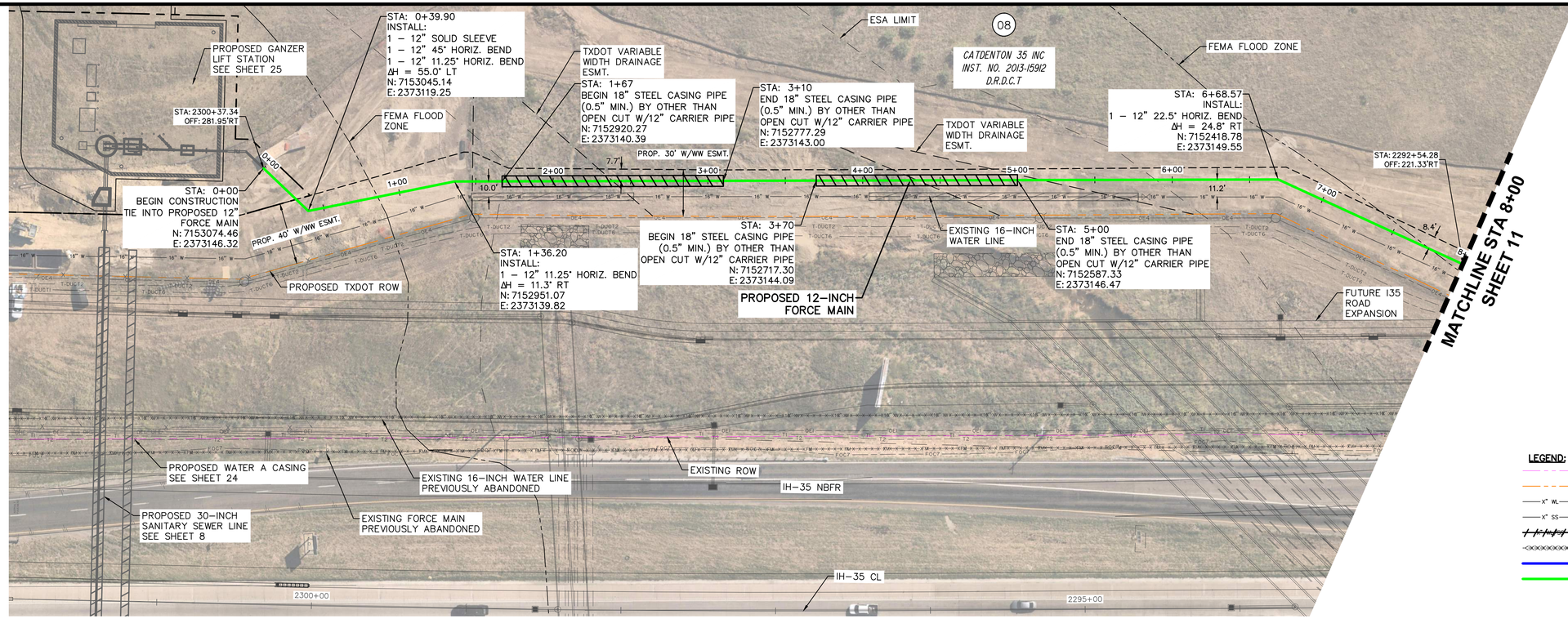
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 30-IN
SANITARY SEWER A
STA 0+00 - END

DATE:	MARCH 2025
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DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
8

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PROPOSED 12-IN FORCE MAIN A STA 0+00 - 8+00

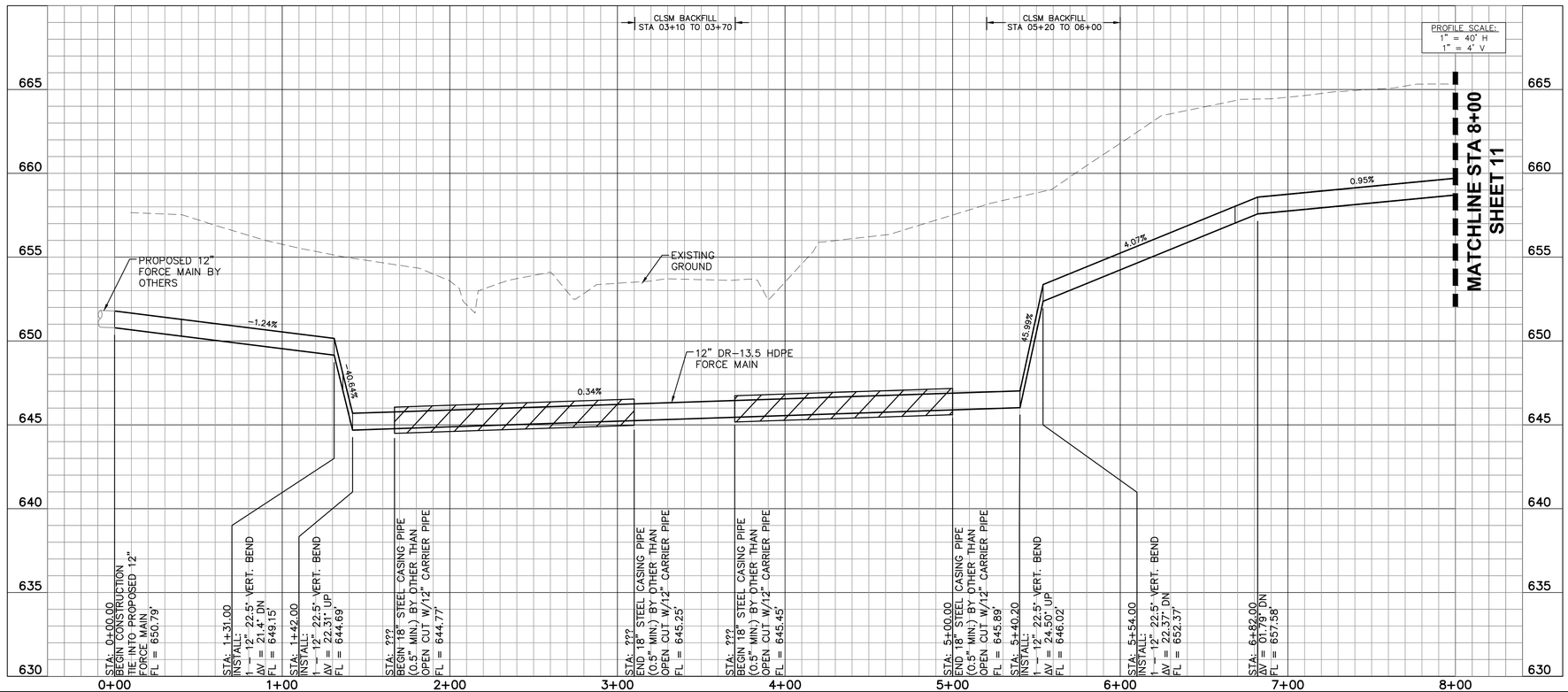
GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. ALL PIPE DEFLECTIONS SHALL BE ACHIEVED BY BENDING THE PIPE USING A MINIMUM BEND RADIUS OF 50% OF THE MANUFACTURER'S RECOMMENDATION. IF 50% MANUFACTURER'S BEND RADIUS CANNOT BE ACCOMMODATED, AN HDPE BEND MUST BE USED TO ACHIEVE DEFLECTION UNLESS OTHERWISE NOTED IN THE PLANS.

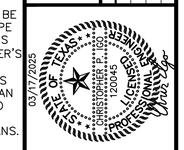
LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE



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No.	Revision	By	Date



CITY OF DENTON

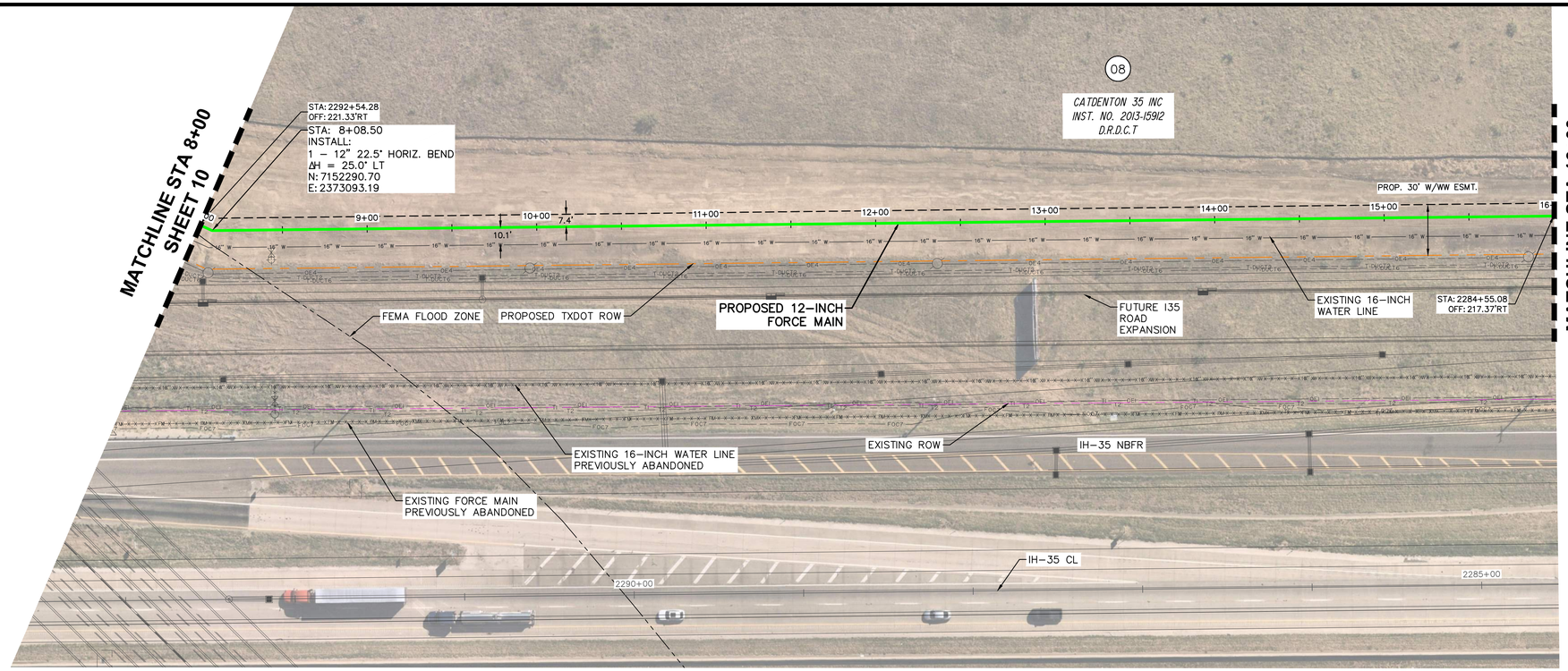
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 0+00 - 8+00

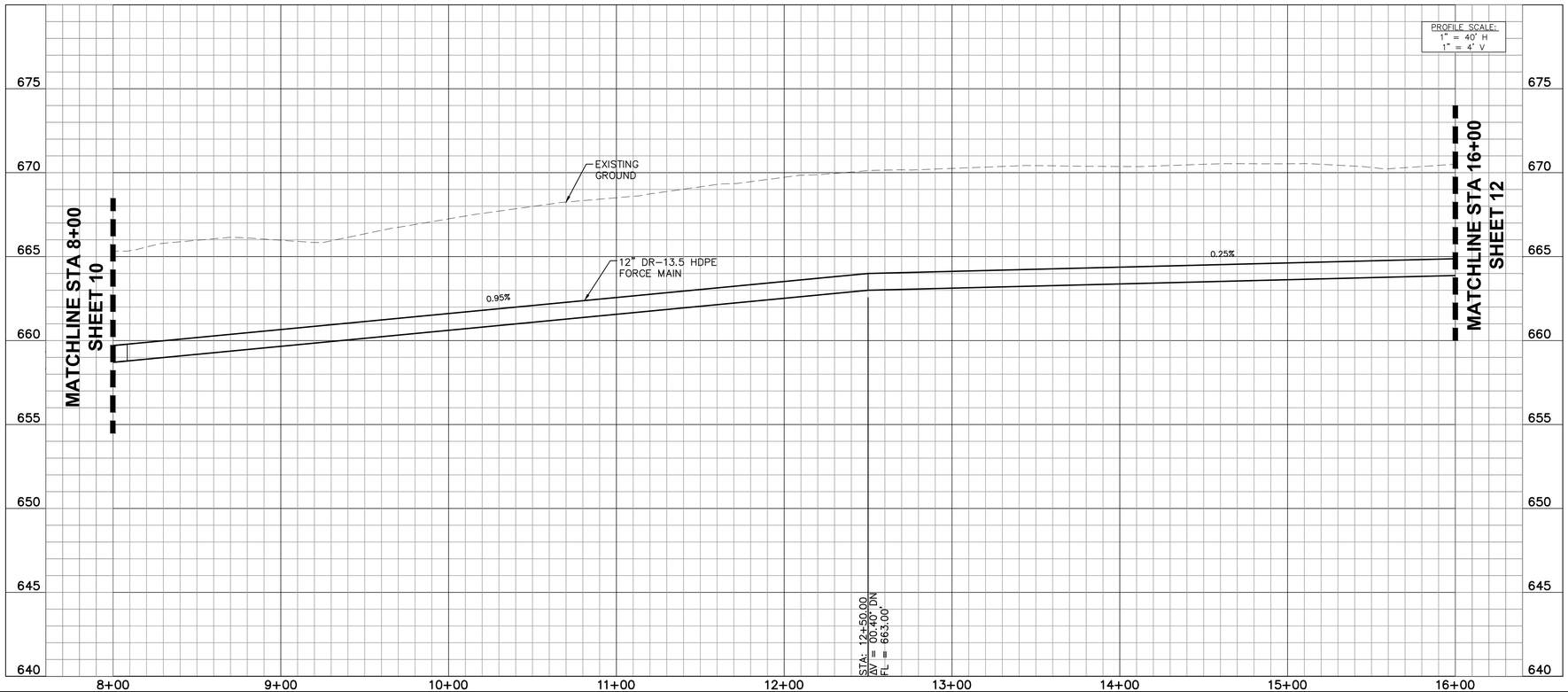
DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
10

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PROPOSED 12-IN FORCE MAIN A STA 8+00 - 16+00



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. ALL PIPE DEFLECTIONS SHALL BE ACHIEVED BY BENDING THE PIPE USING A MINIMUM BEND RADIUS OF 50% OF THE MANUFACTURER'S RECOMMENDATION. IF 50% MANUFACTURER'S BEND RADIUS CANNOT BE ACCOMMODATED, AN HDPE BEND MUST BE USED TO ACHIEVE DEFLECTION UNLESS OTHERWISE NOTED IN THE PLANS.

LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6611

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. IVEY
120945
LICENSED PROFESSIONAL ENGINEER
04/17/2025

CITY OF DENTON

CITY OF DENTON

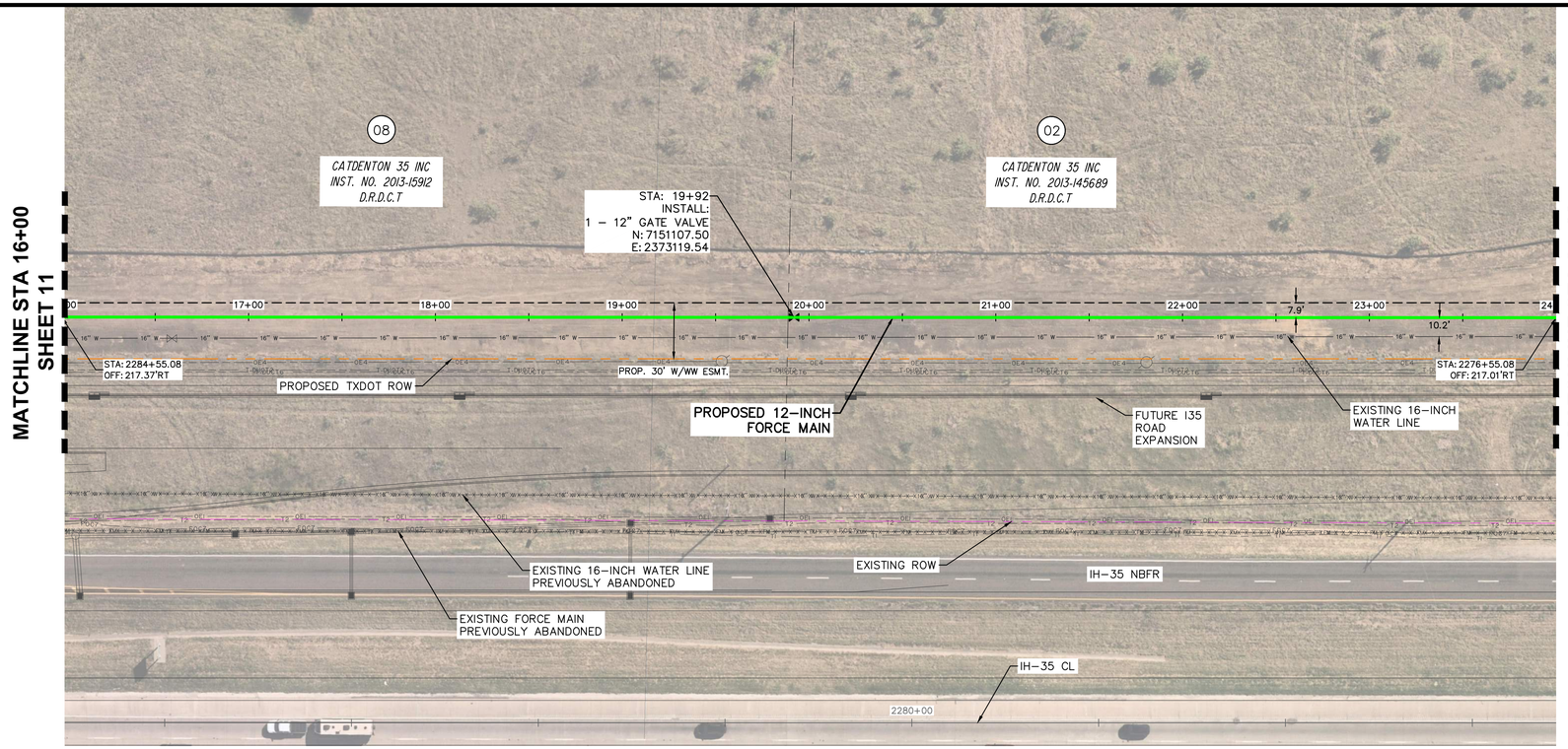
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 8+00 - 16+00

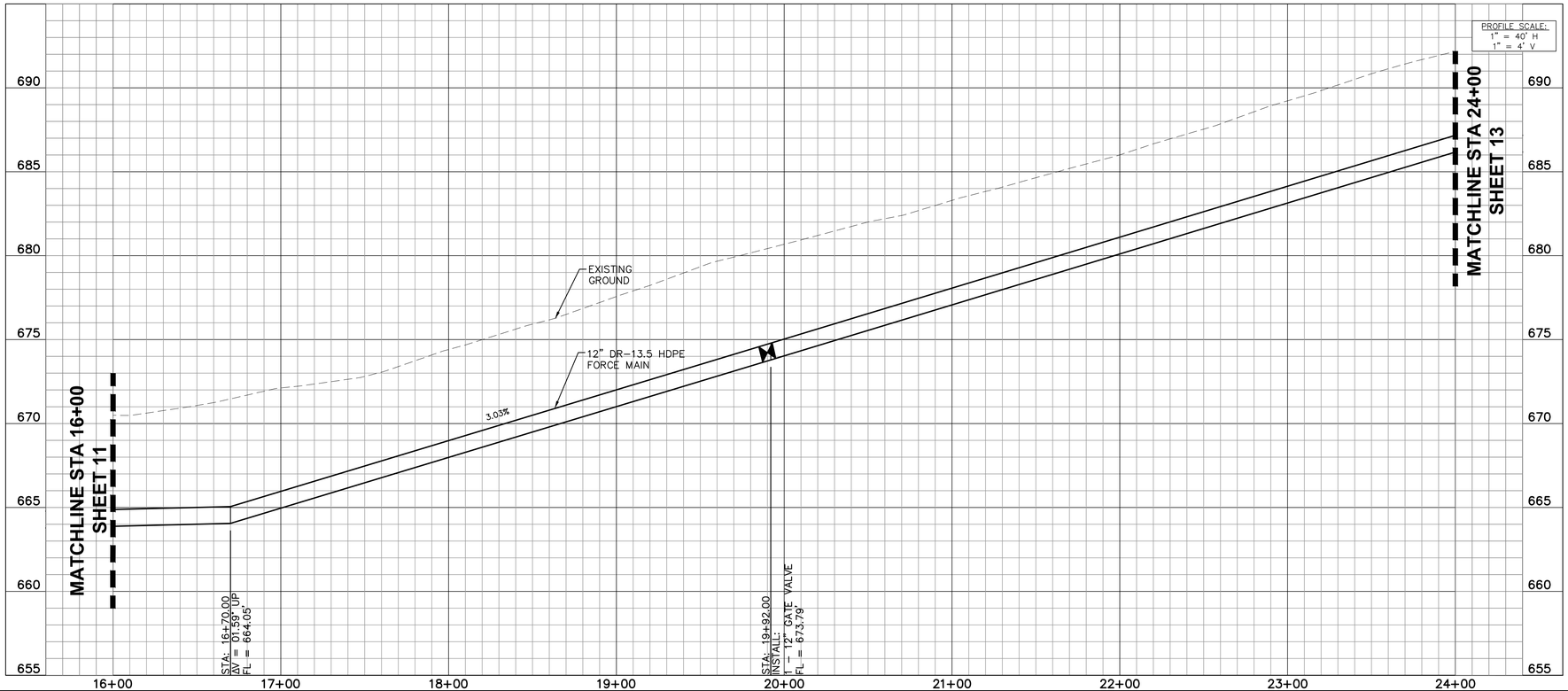
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KHA NO.:	061024063

SHEET
11

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PROPOSED 12-IN FORCE MAIN A STA 16+00 - 24+00



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801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. ALL PIPE DEFLECTIONS SHALL BE ACHIEVED BY BENDING THE PIPE USING A MINIMUM BEND RADIUS OF 50% OF THE MANUFACTURER'S RECOMMENDATION. IF 50% MANUFACTURER'S BEND RADIUS CANNOT BE ACCOMMODATED, AN HDPE BEND MUST BE USED TO ACHIEVE DEFLECTION UNLESS OTHERWISE NOTED IN THE PLANS.

STATE OF TEXAS
CHRISTOPHER P. JOY
120945
LICENSED
PROFESSIONAL ENGINEER
04/17/2025

LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

CITY OF DENTON

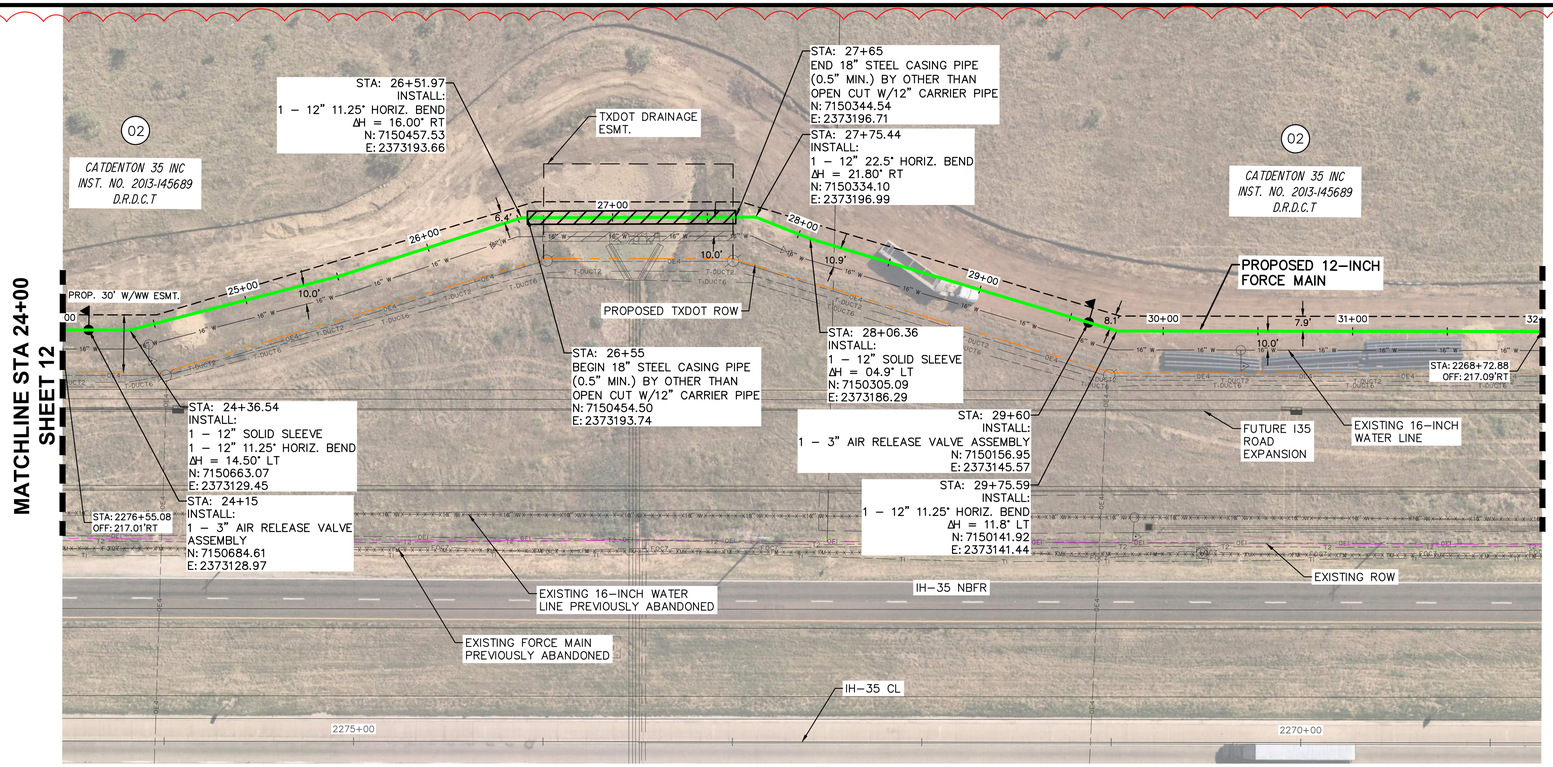
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 16+00 - 24+00

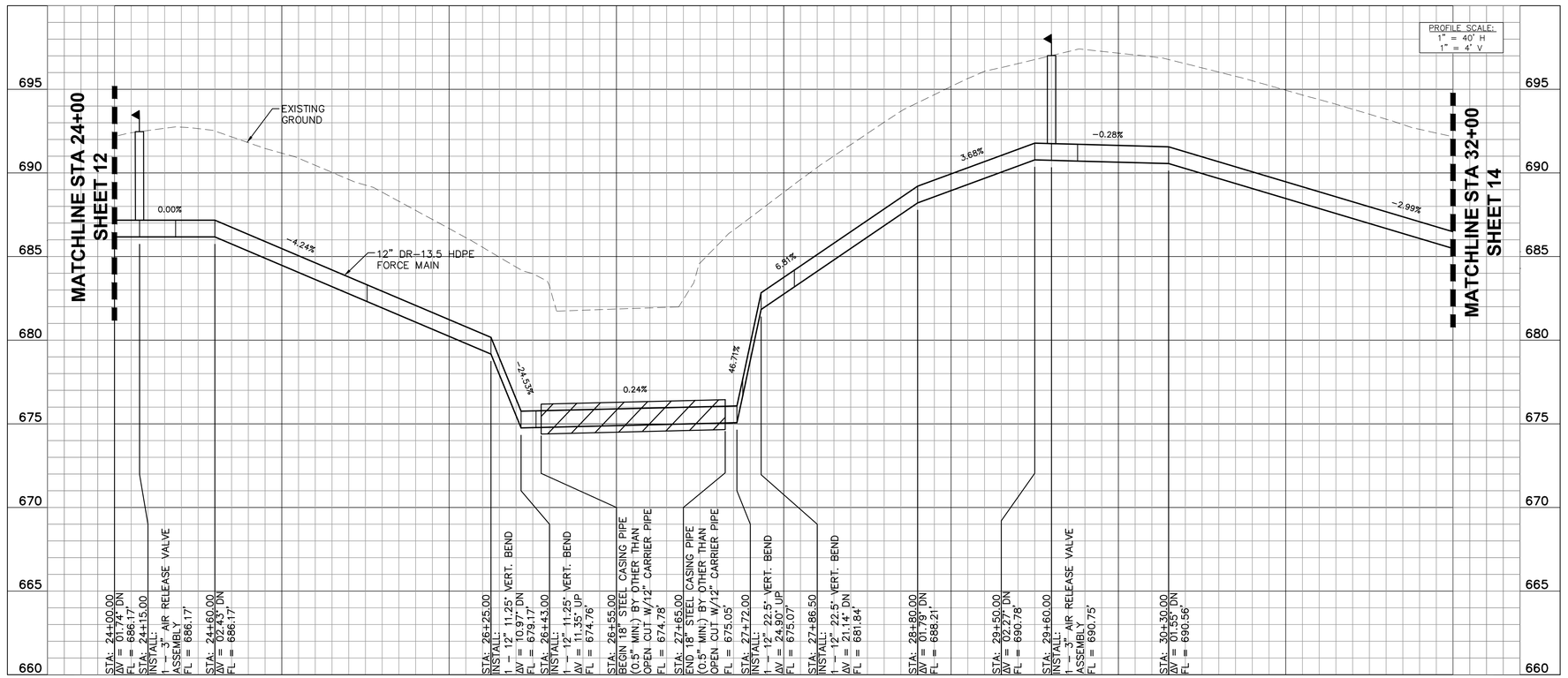
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SHEET
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PROPOSED 12-IN FORCE MAIN A STA 24+00 - 32+00



PROPOSED 12-IN FORCE MAIN A STA 24+00 - 32+00

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. ALL PIPE DEFLECTIONS SHALL BE ACHIEVED BY BENDING THE PIPE USING A MINIMUM BEND RADIUS OF 50% OF THE MANUFACTURER'S RECOMMENDATION. IF 50% MANUFACTURER'S BEND RADIUS CANNOT BE ACCOMMODATED, AN HDPE BEND MUST BE USED TO ACHIEVE DEFLECTION UNLESS OTHERWISE NOTED IN THE PLANS.

LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

Kimley»Horn
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801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date
1.	SHEET UPDATE	CPI	01/21/25

CHRISTOPHER P. IRBY
120945
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
04/17/2025

CITY OF DENTON

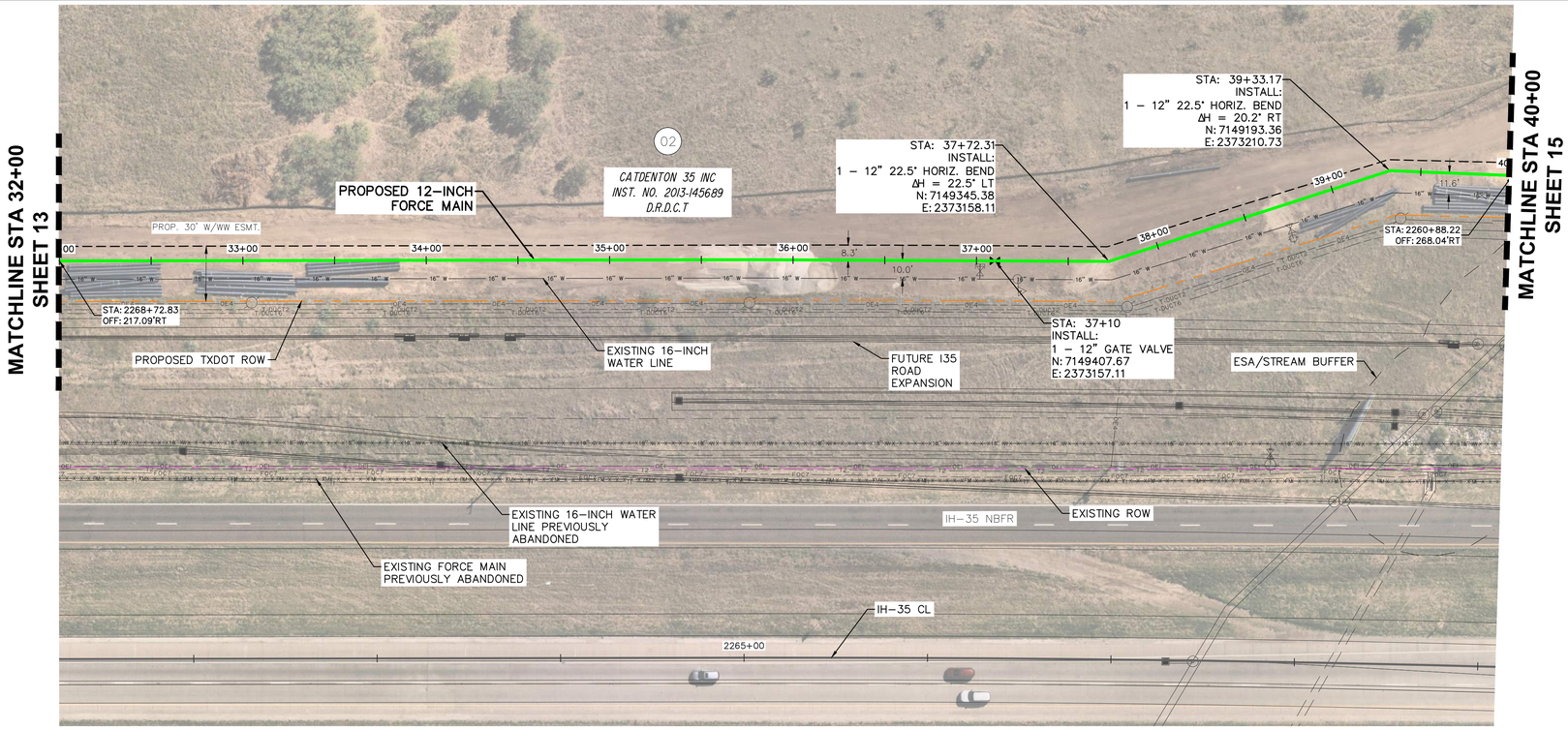
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE
MAIN A STA 24+00 - 32+00

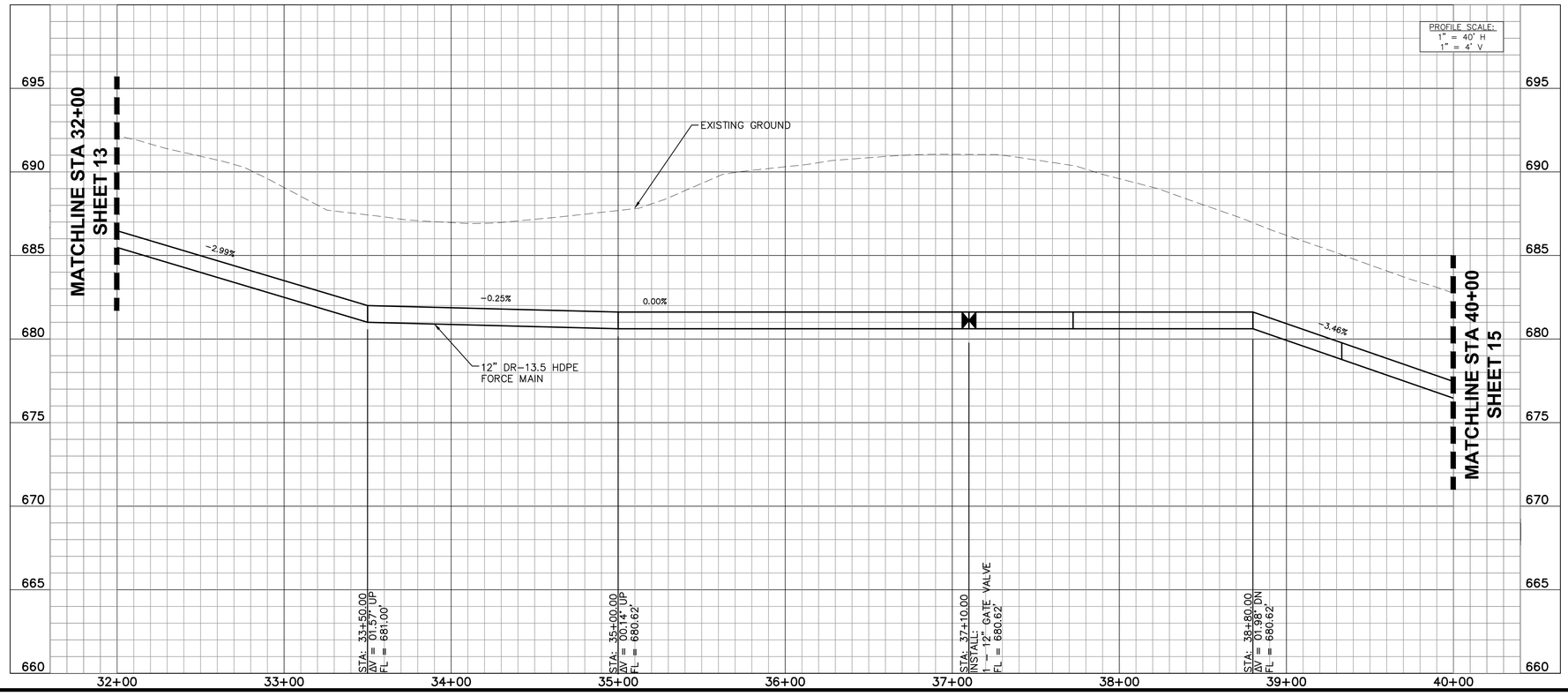
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CHECKED:	JRA
KHA NO.:	061024063

SHEET
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PROPOSED 12-IN FORCE MAIN A STA 32+00 - 40+00



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. ALL PIPE DEFLECTIONS SHALL BE ACHIEVED BY BENDING THE PIPE USING A MINIMUM BEND RADIUS OF 50% OF THE MANUFACTURER'S RECOMMENDATION. IF 50% MANUFACTURER'S BEND RADIUS CANNOT BE ACCOMMODATED, AN HDPE BEND MUST BE USED TO ACHIEVE DEFLECTION UNLESS OTHERWISE NOTED IN THE PLANS.

LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

Kimley»Horn
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801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. IVEY
120045
LICENSED PROFESSIONAL ENGINEER
04/17/2025

CITY OF DENTON

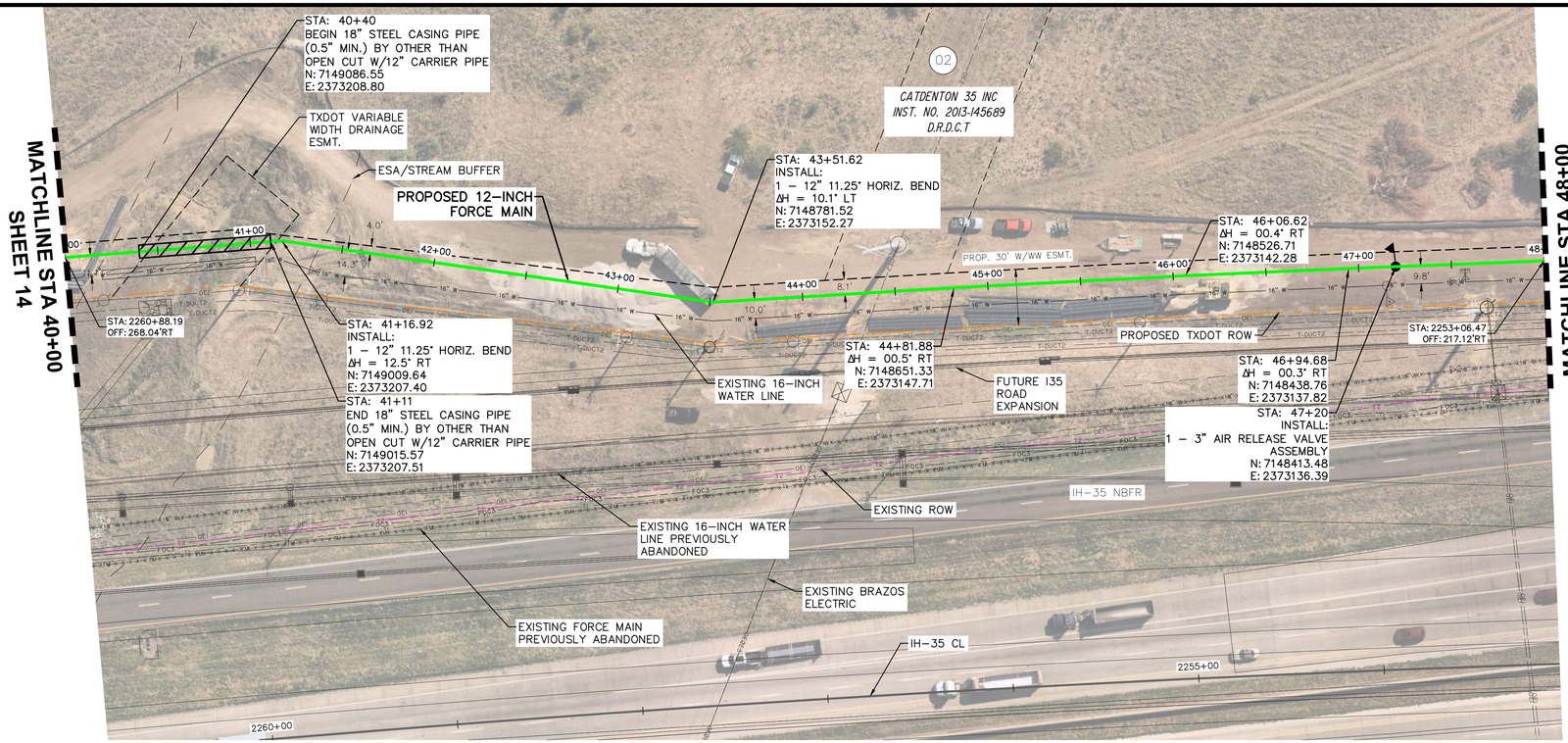
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 32+00 - 40+00

DATE:	MARCH 2025
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DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
14

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PROPOSED 12-IN FORCE MAIN A STA 40+00 - 48+00

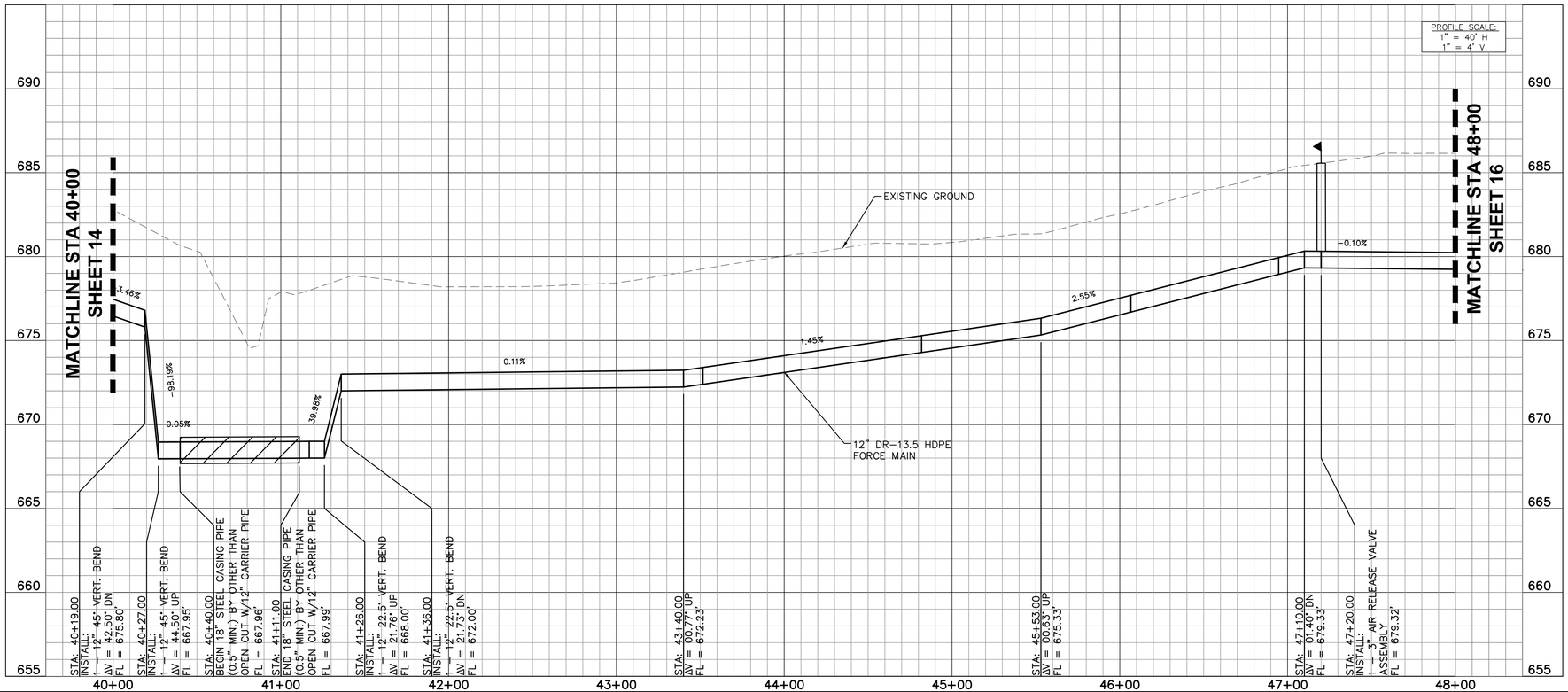
LEGEND:

- EXISTING ROW
- PROPOSED ROW
- X" WL — EXISTING WATER LINE
- X" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. ALL PIPE DEFLECTIONS SHALL BE ACHIEVED BY BENDING THE PIPE USING A MINIMUM BEND RADIUS OF 50% OF THE MANUFACTURER'S RECOMMENDATION. IF 50% MANUFACTURER'S BEND RADIUS CANNOT BE ACCOMMODATED, AN HDPE BEND MUST BE USED TO ACHIEVE DEFLECTION UNLESS OTHERWISE NOTED IN THE PLANS.
3. CAUTION CONTRACTOR SHALL COORDINATE WITH BRAZOS ELECTRIC CORPORATION IN CROSSING UNDERNEATH ELECTRICAL LINES. CONTRACTOR MAY BE REQUIRED TO BRACE EXISTING POWER POLES DURING CONSTRUCTION. ANY WORK ASSOCIATED WITH THIS ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS. UNDER NO CIRCUMSTANCES SHOULD THE CONTRACTOR WORK WITHIN 25' OF A POWER POLE.



PROPOSED 12-IN FORCE MAIN A STA 40+00 - 48+00

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. JOY
120045
LICENSED PROFESSIONAL ENGINEER
04/29/2025

CITY OF DENTON

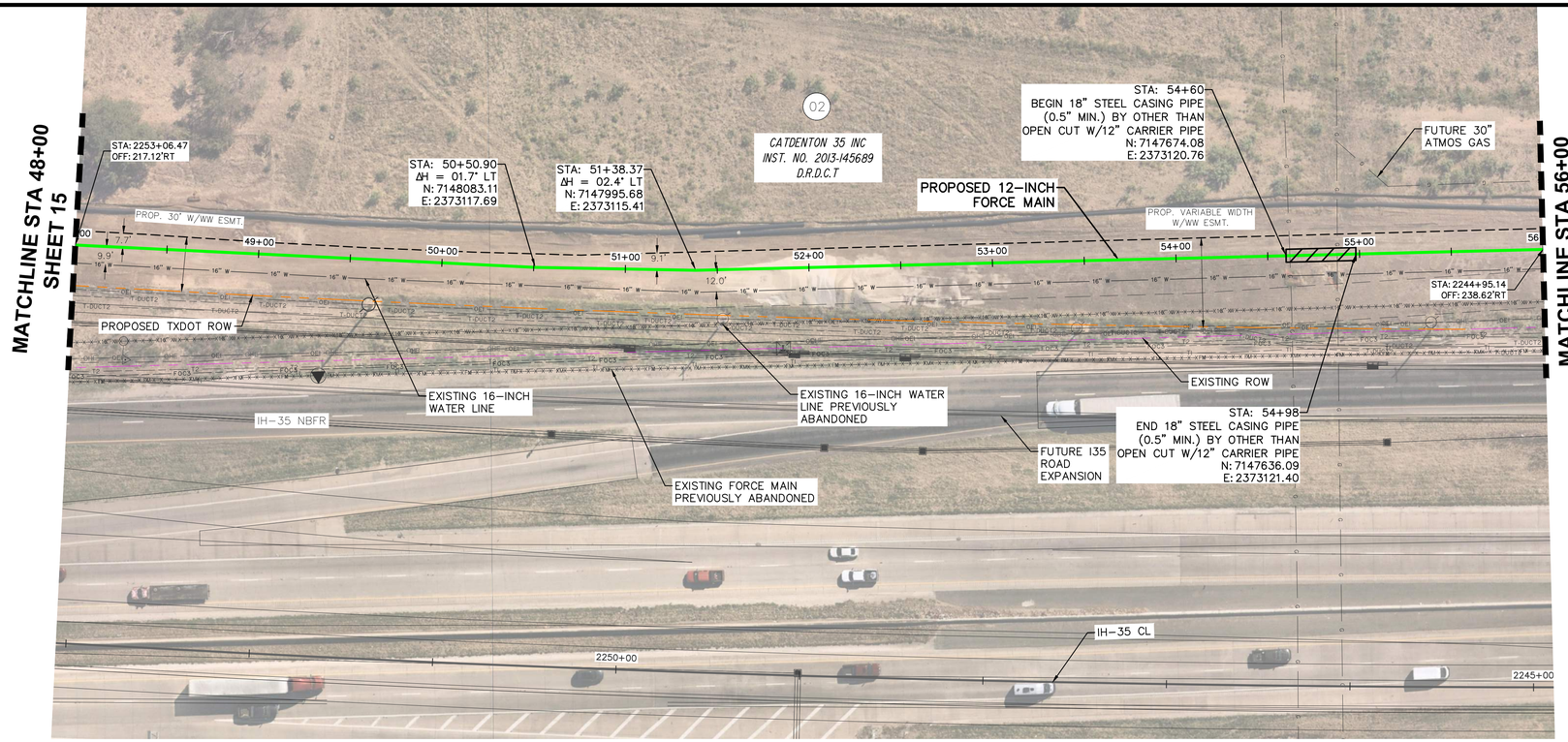
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 40+00 - 48+00

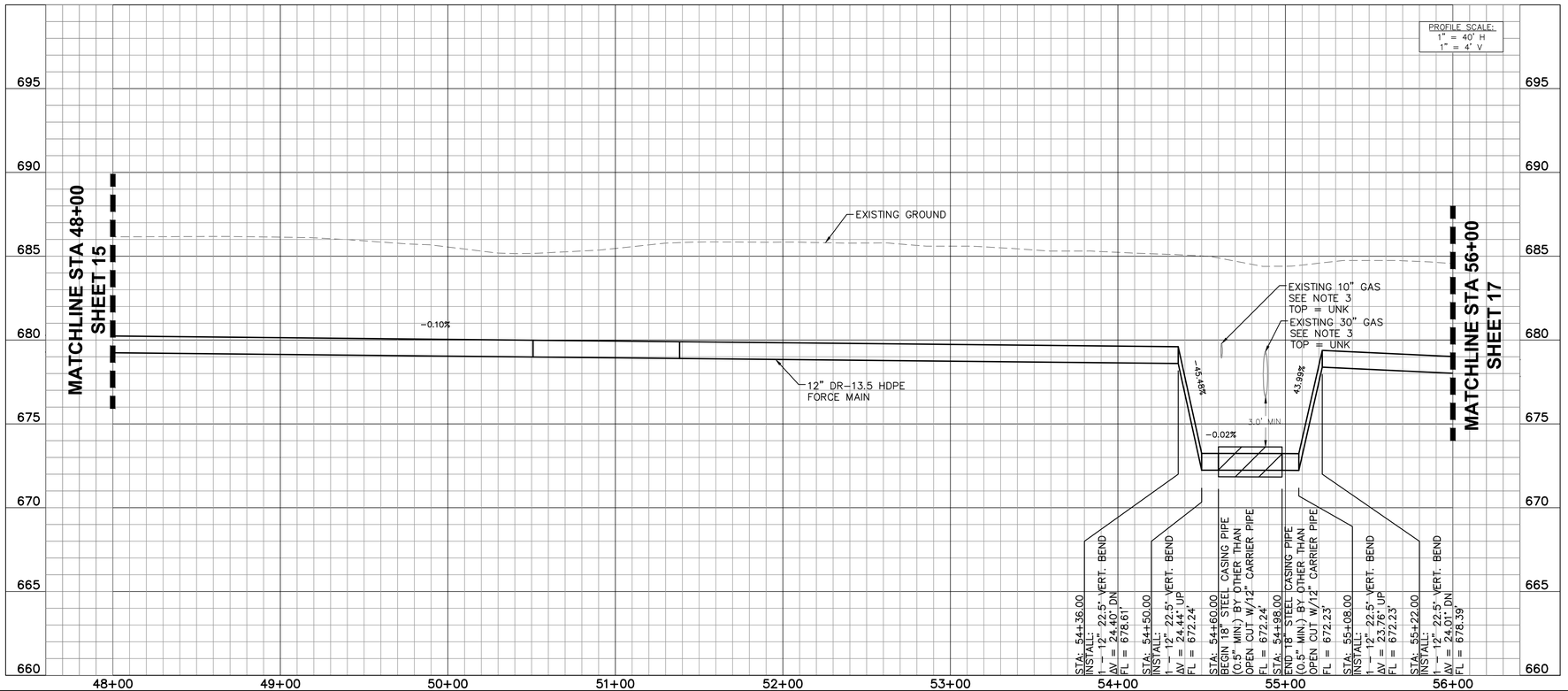
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KHA NO.:	061024063

SHEET
15

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PROPOSED 12-IN FORCE MAIN A STA 48+00 - 56+00



PROPOSED 12-IN FORCE MAIN A STA 48+00 - 56+00

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. ALL PIPE DEFLECTIONS SHALL BE ACHIEVED BY BENDING THE PIPE USING A MINIMUM BEND RADIUS OF 50% OF THE MANUFACTURER'S RECOMMENDATION. IF 50% MANUFACTURER'S BEND RADIUS CANNOT BE ACCOMMODATED, AN HDPE BEND MUST BE USED TO ACHIEVE DEFLECTION UNLESS OTHERWISE NOTED IN THE PLANS.
3. CONTRACTOR SHALL CONTACT ATMOS GAS COMPANY AT 888-286-6700 FOR LOCATION AND UNCOVERING OF ALL GAS PIPELINES PRIOR TO BEGINNING EXCAVATION NEAR GAS LINES.

LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

CHRISTOPHER P. JOHNSON
103745
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
04/17/2025

CITY OF DENTON

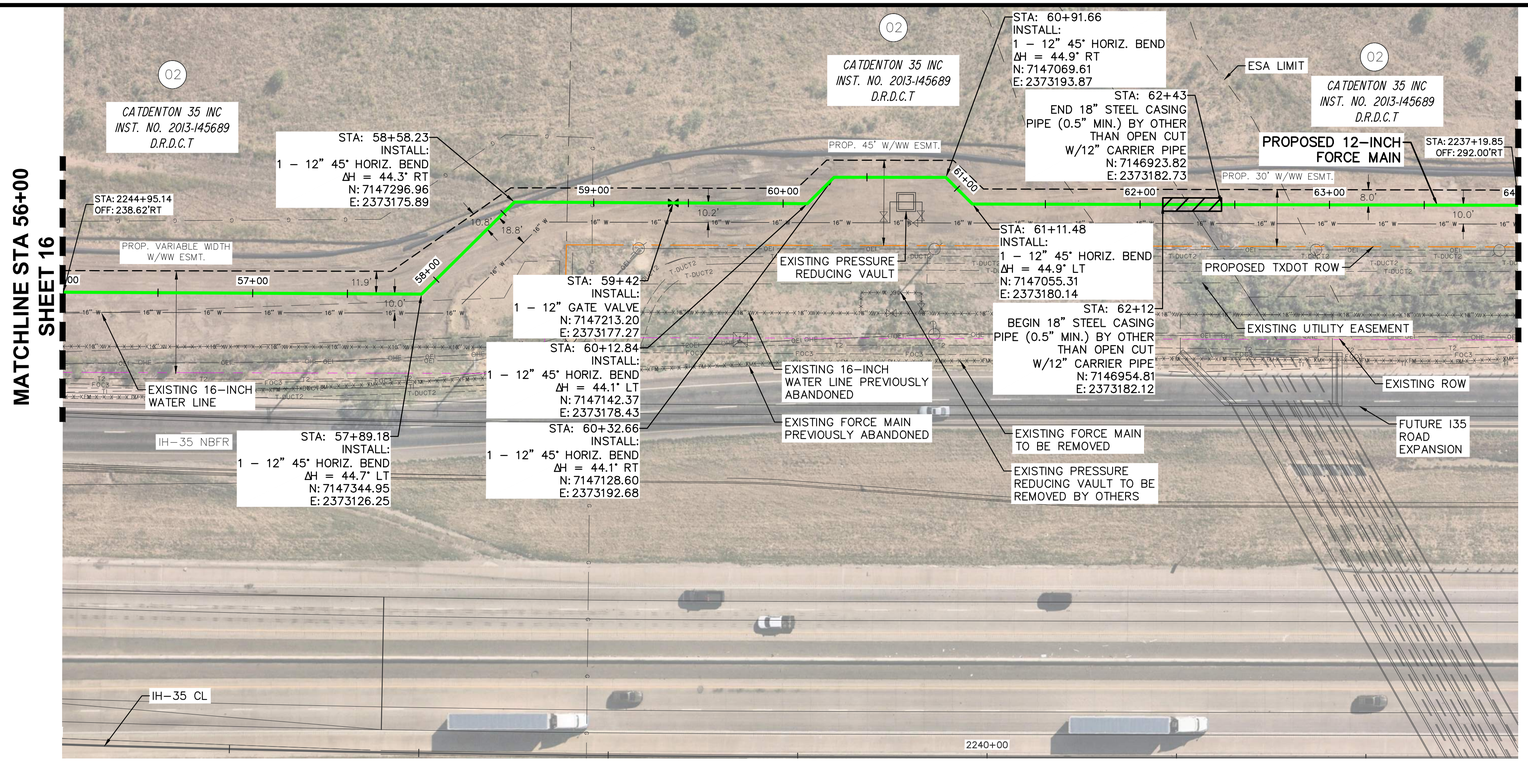
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 48+00 - 56+00

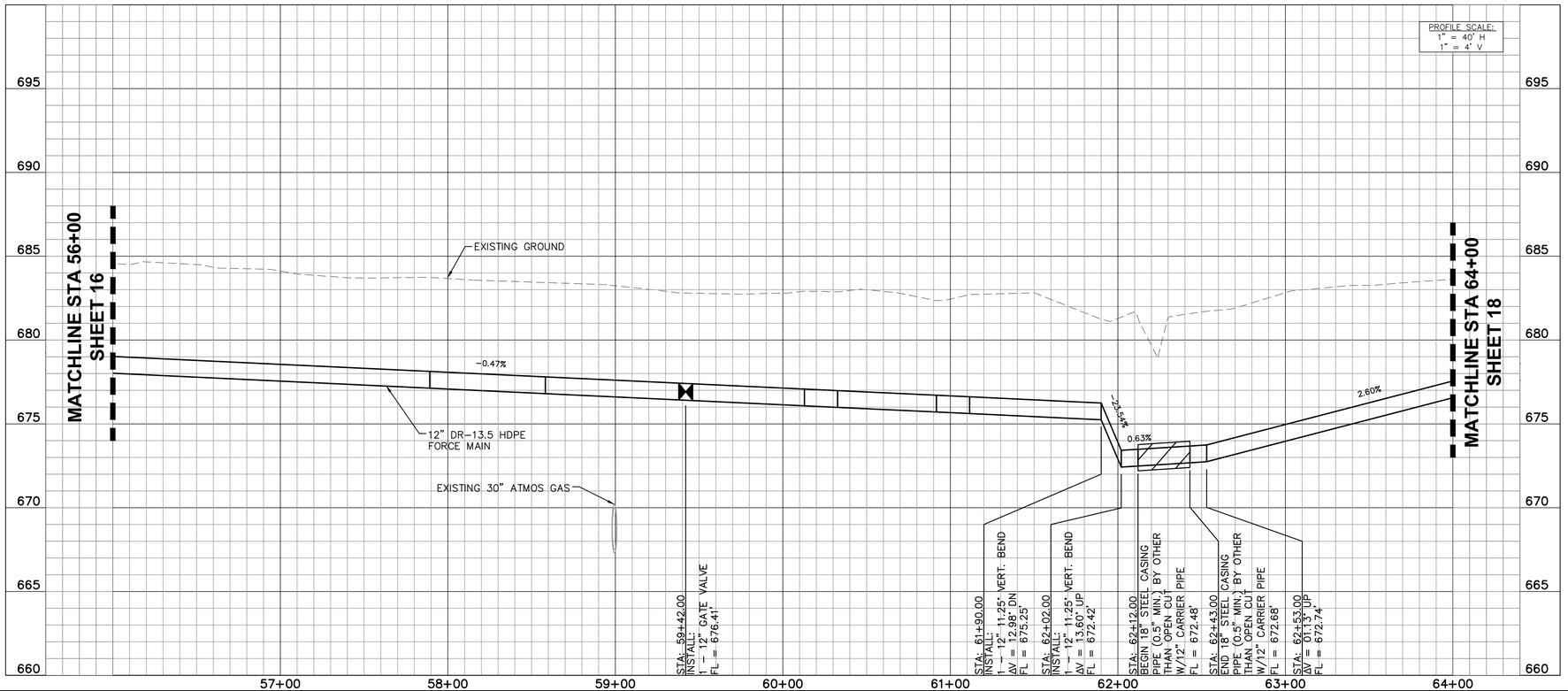
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KHA NO.:	061024063

SHEET
16

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PROPOSED 12-IN FORCE MAIN A STA 56+00 - 64+00



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. ALL PIPE DEFLECTIONS SHALL BE ACHIEVED BY BENDING THE PIPE USING A MINIMUM BEND RADIUS OF 50% OF THE MANUFACTURER'S RECOMMENDATION. IF 50% MANUFACTURER'S BEND RADIUS CANNOT BE ACCOMMODATED, AN HDPE BEND MUST BE USED TO ACHIEVE DEFLECTION UNLESS OTHERWISE NOTED IN THE PLANS.

LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. JOY
120945
LICENSED PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

CITY OF DENTON

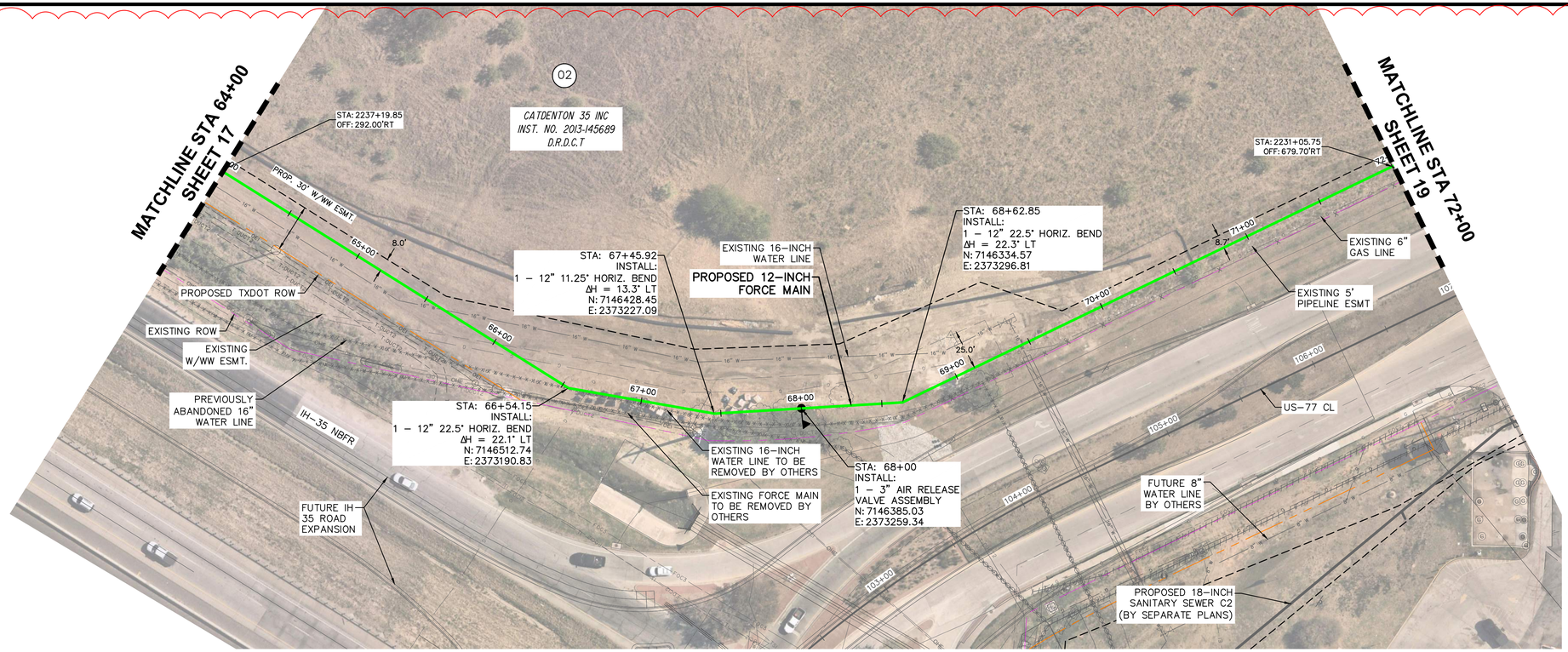
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE
MAIN A STA 56+00 - 64+00

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
17

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PROPOSED 12-IN FORCE MAIN A STA 64+00 - 72+00

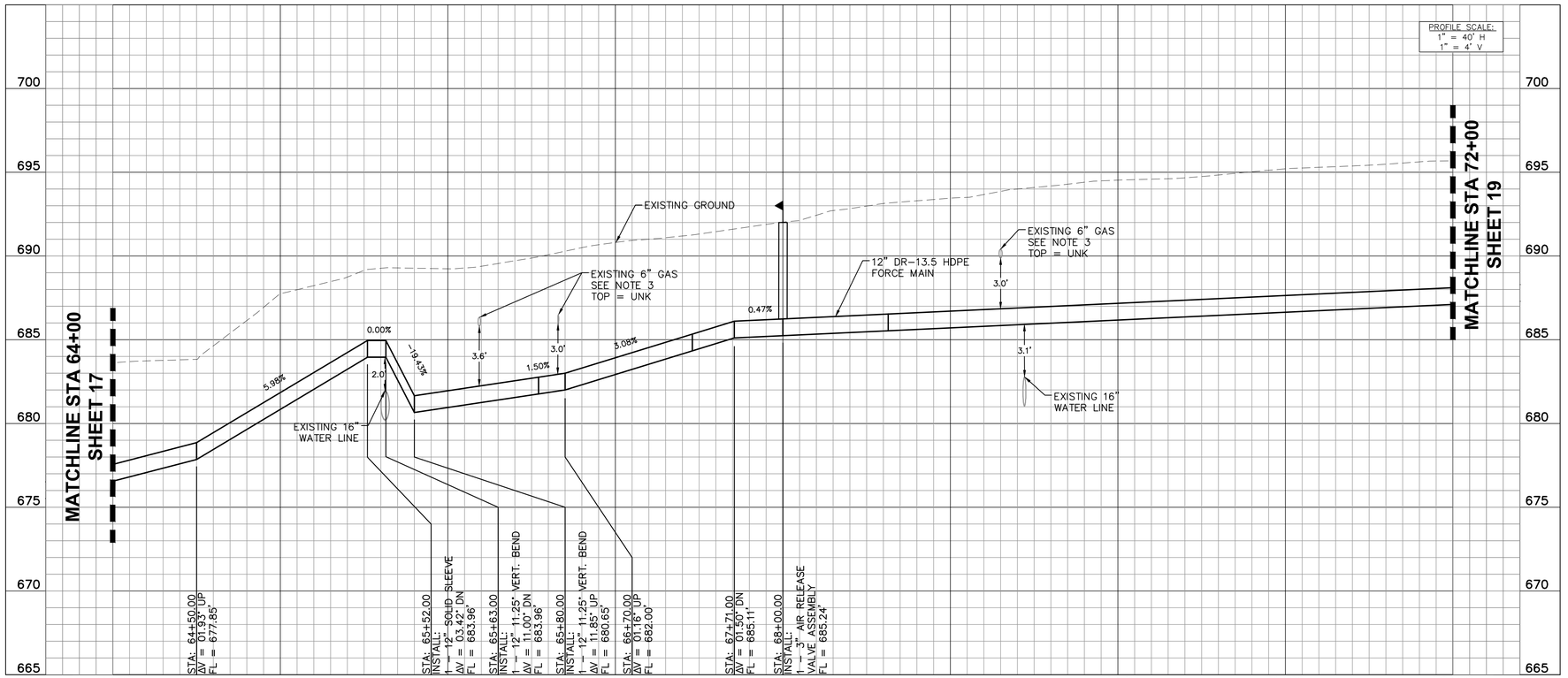
GRAPHIC SCALE IN FEET
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FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
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3. CONTRACTOR SHALL CONTACT EAGLE RIDGE AT (214-295-6704) 48 HOURS PRIOR TO CONSTRUCTION.

LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE



PROPOSED 12-IN FORCE MAIN A STA 64+00 - 72+00

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6611

No.	Revision	By	Date
1.	SHEET UPDATE	CPI	01/21/25

STATE OF TEXAS
CHRISTOPHER P. IRBY
123045
LICENSED
PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

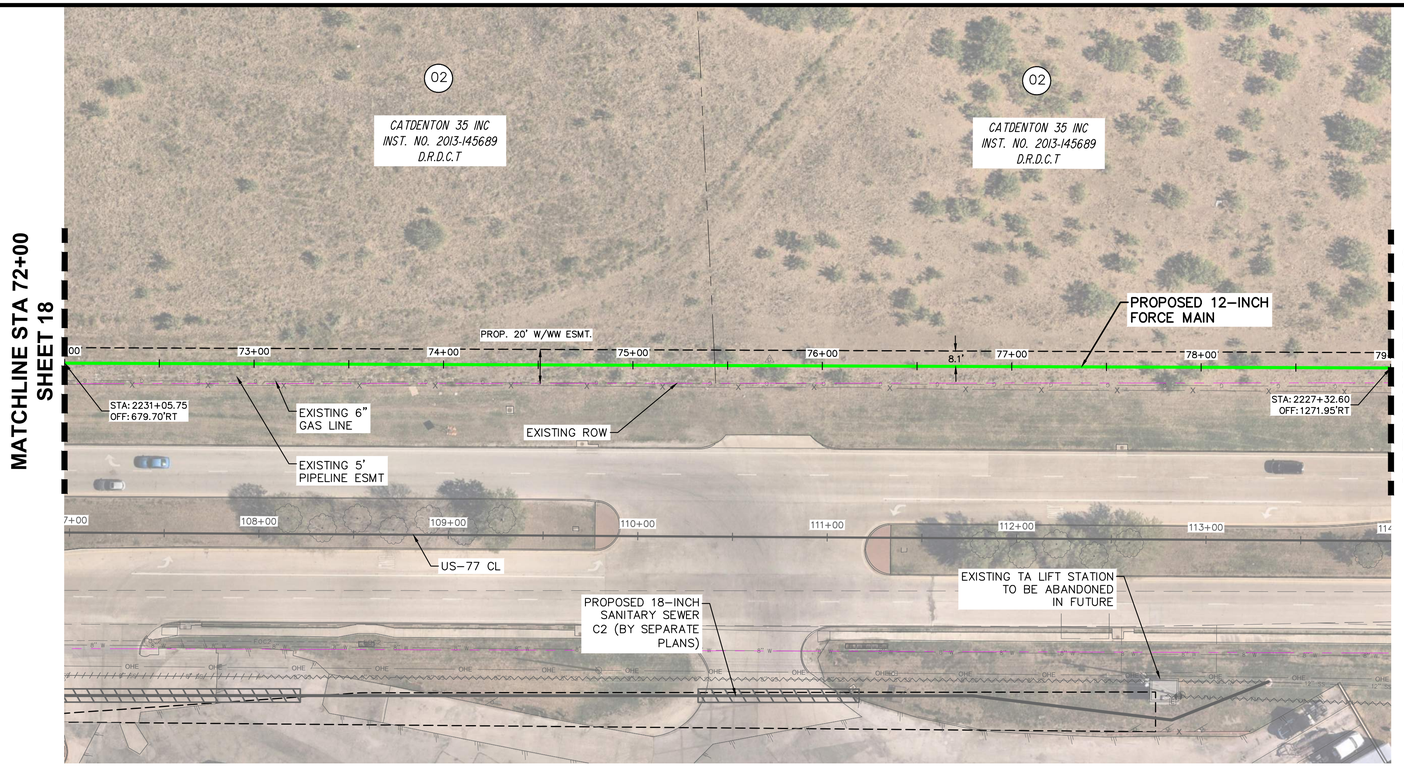
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 64+00 - 72+00

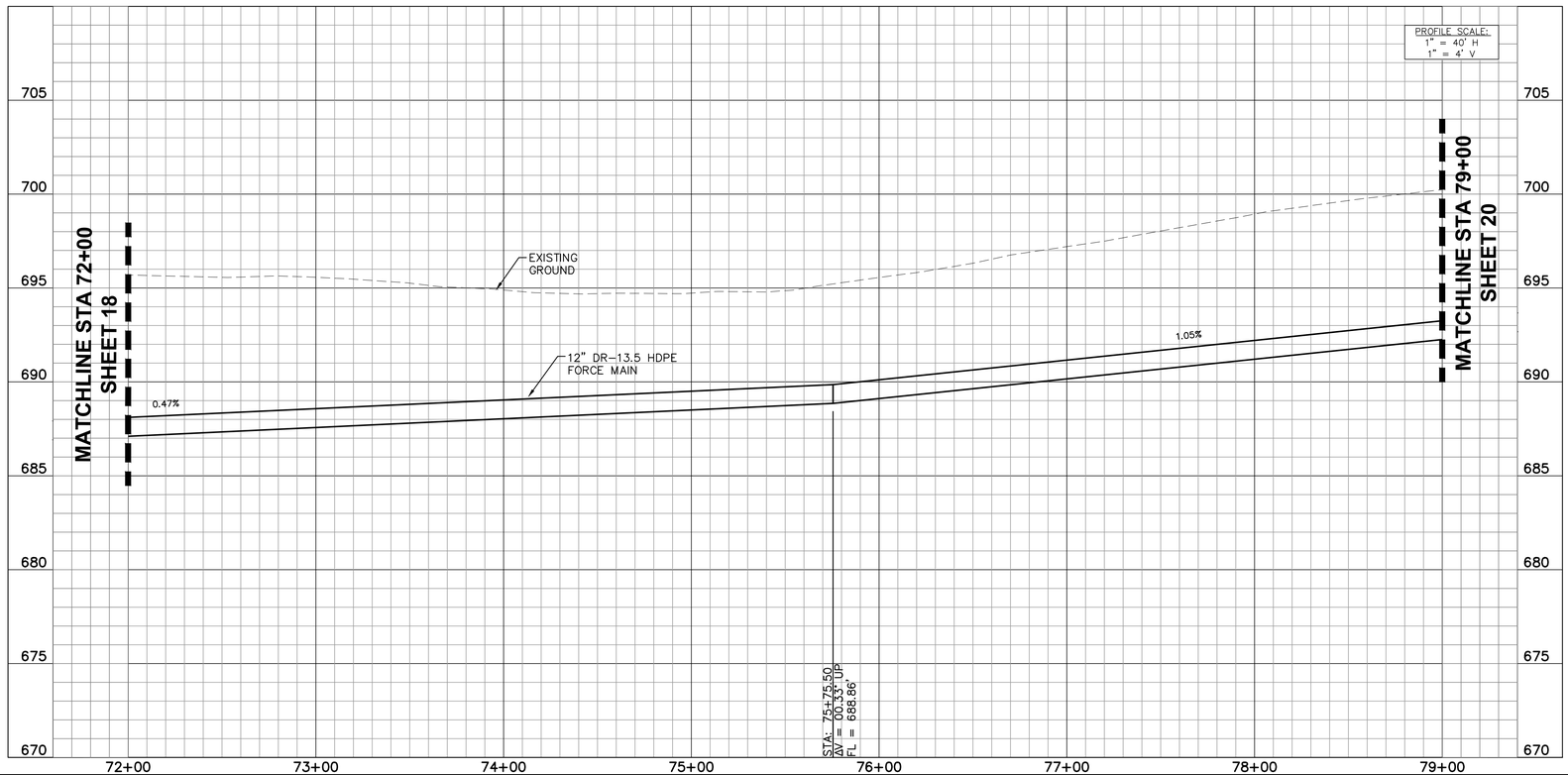
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KHA NO.:	061024063

SHEET
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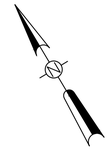
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PROPOSED 12-IN FORCE MAIN A STA 72+00 - 79+00



PROPOSED 12-IN FORCE MAIN A STA 72+00 - 79+00



SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
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LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

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No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. JOHNSON
120945
LICENSED PROFESSIONAL ENGINEER
04/17/2025

CITY OF DENTON

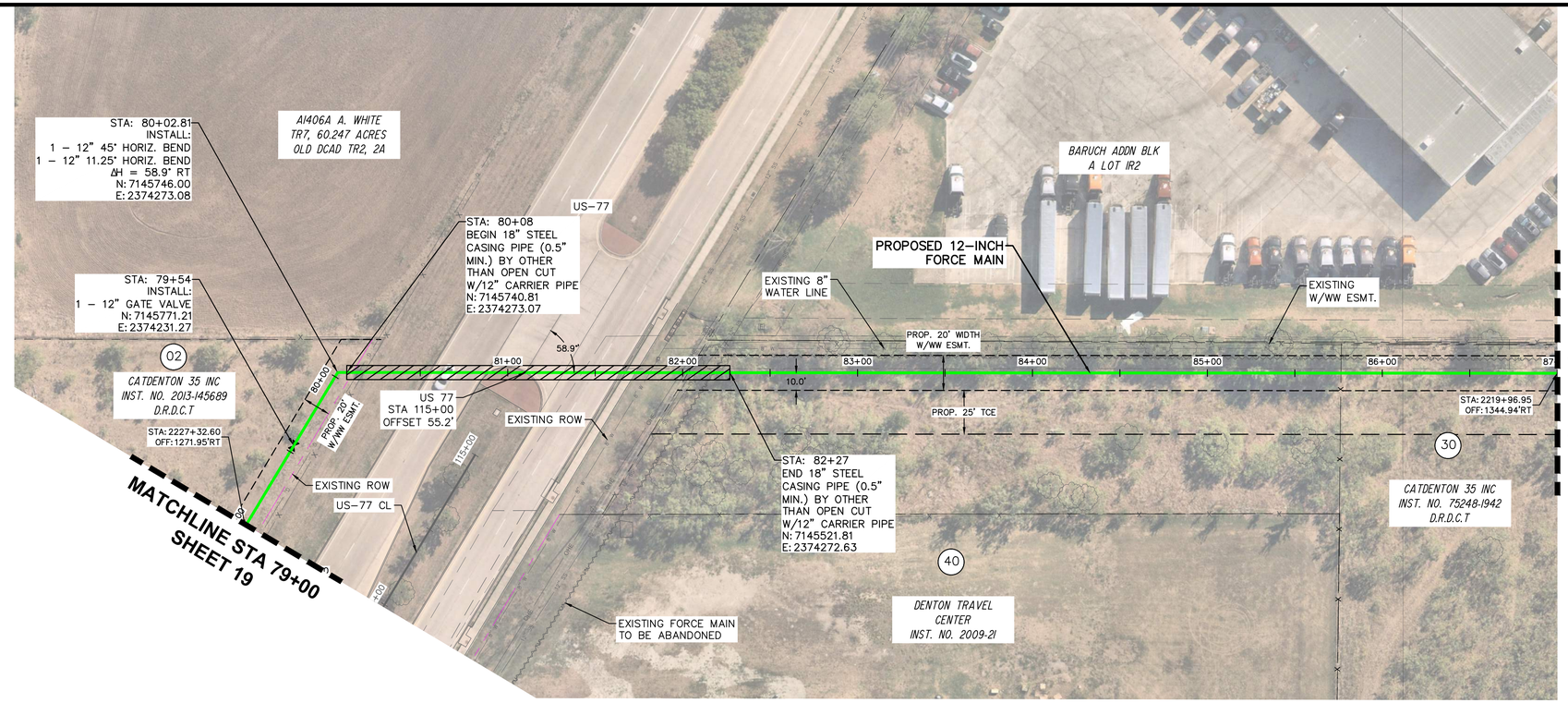
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 72+00 - 79+00

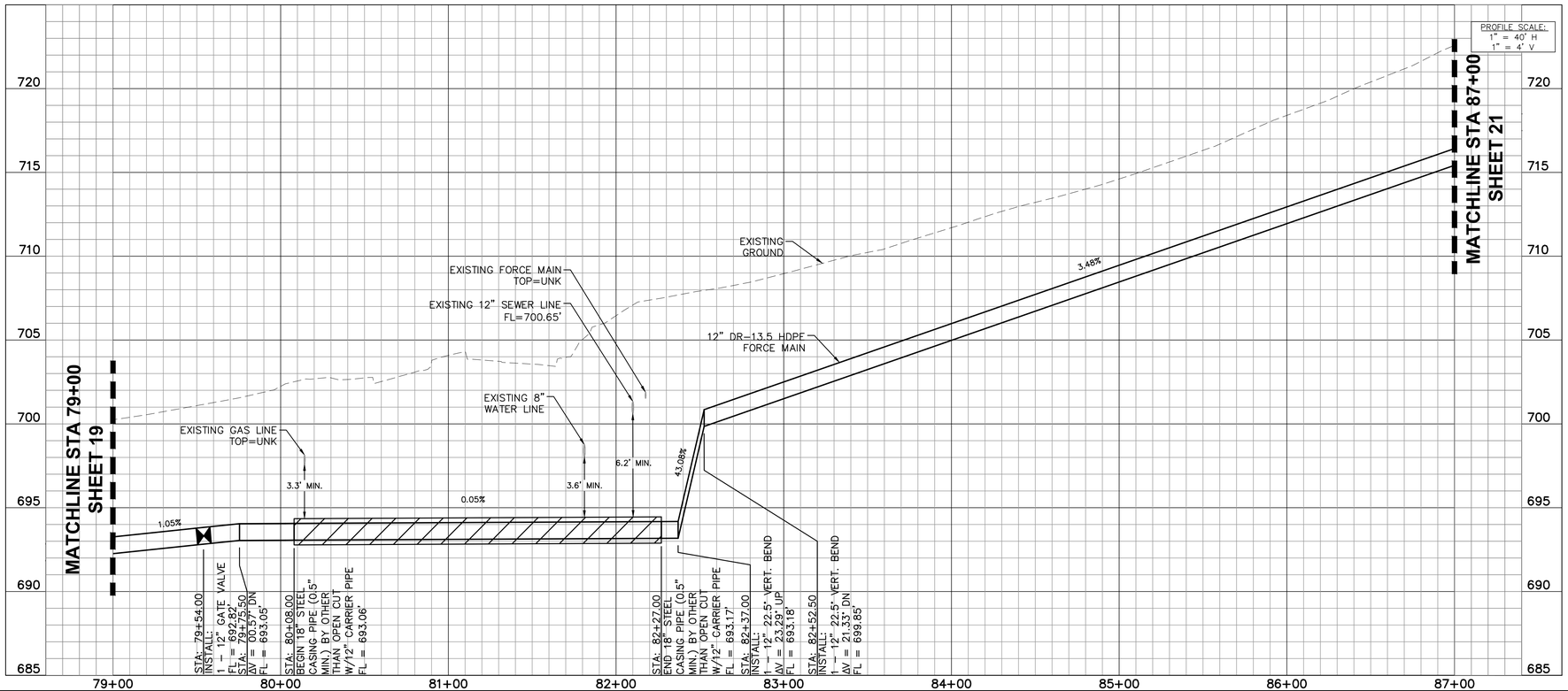
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SHEET
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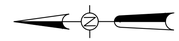
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PROPOSED 12-IN FORCE MAIN A STA 79+00 - 87+00



PROPOSED 12-IN FORCE MAIN A STA 79+00 - 87+00



SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. ALL PIPE DEFLECTIONS SHALL BE ACHIEVED BY BENDING THE PIPE USING A MINIMUM BEND RADIUS OF 50% OF THE MANUFACTURER'S RECOMMENDATION. IF 50% MANUFACTURER'S BEND RADIUS CANNOT BE ACCOMMODATED, AN HDPE BEND MUST BE USED TO ACHIEVE DEFLECTION UNLESS OTHERWISE NOTED IN THE PLANS.

LEGEND:

- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

Kimley»Horn
TBPE Firm No. 928
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P: 817-335-6511

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. IVEY
120045
LICENSED PROFESSIONAL ENGINEER
04/17/2025

CITY OF DENTON

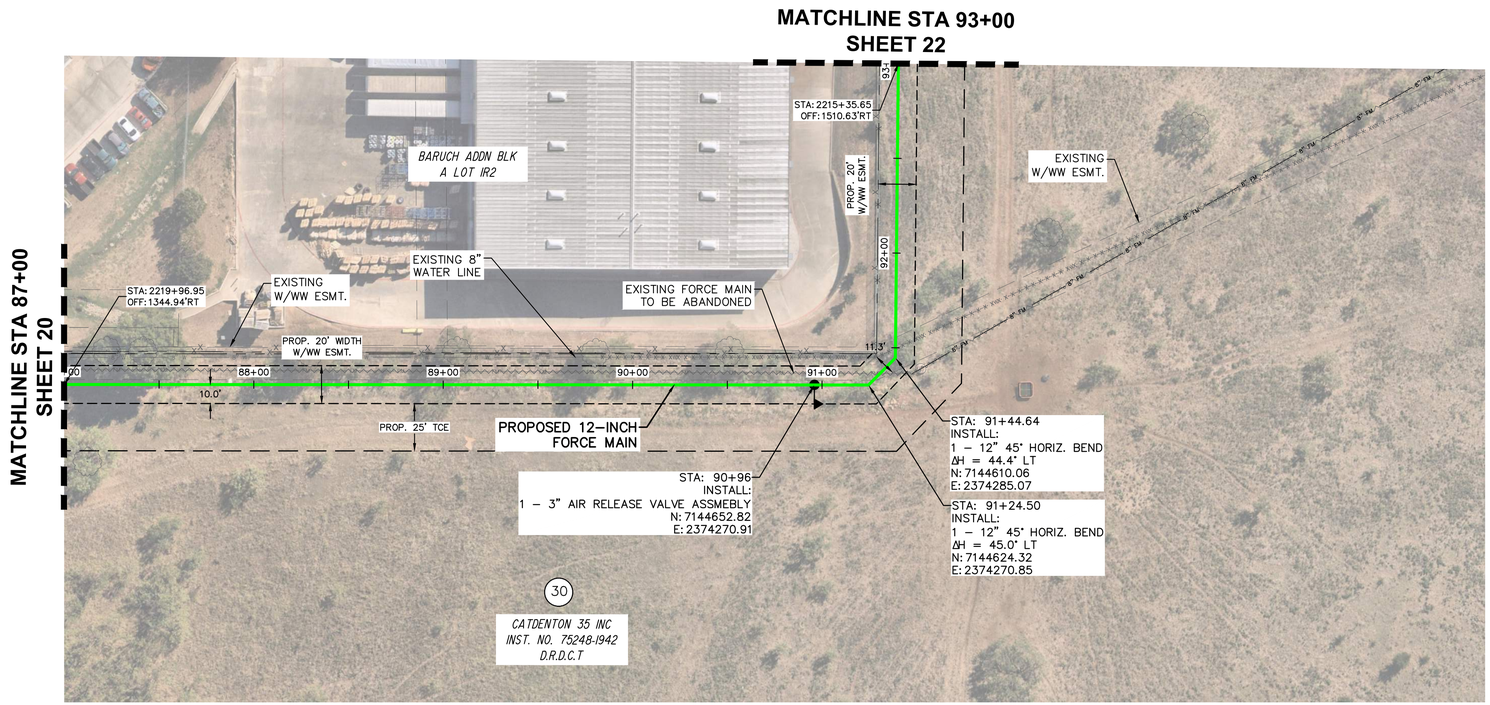
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 79+00 - 87+00

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

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PROPOSED 12-IN FORCE MAIN A STA 87+00 - 93+00

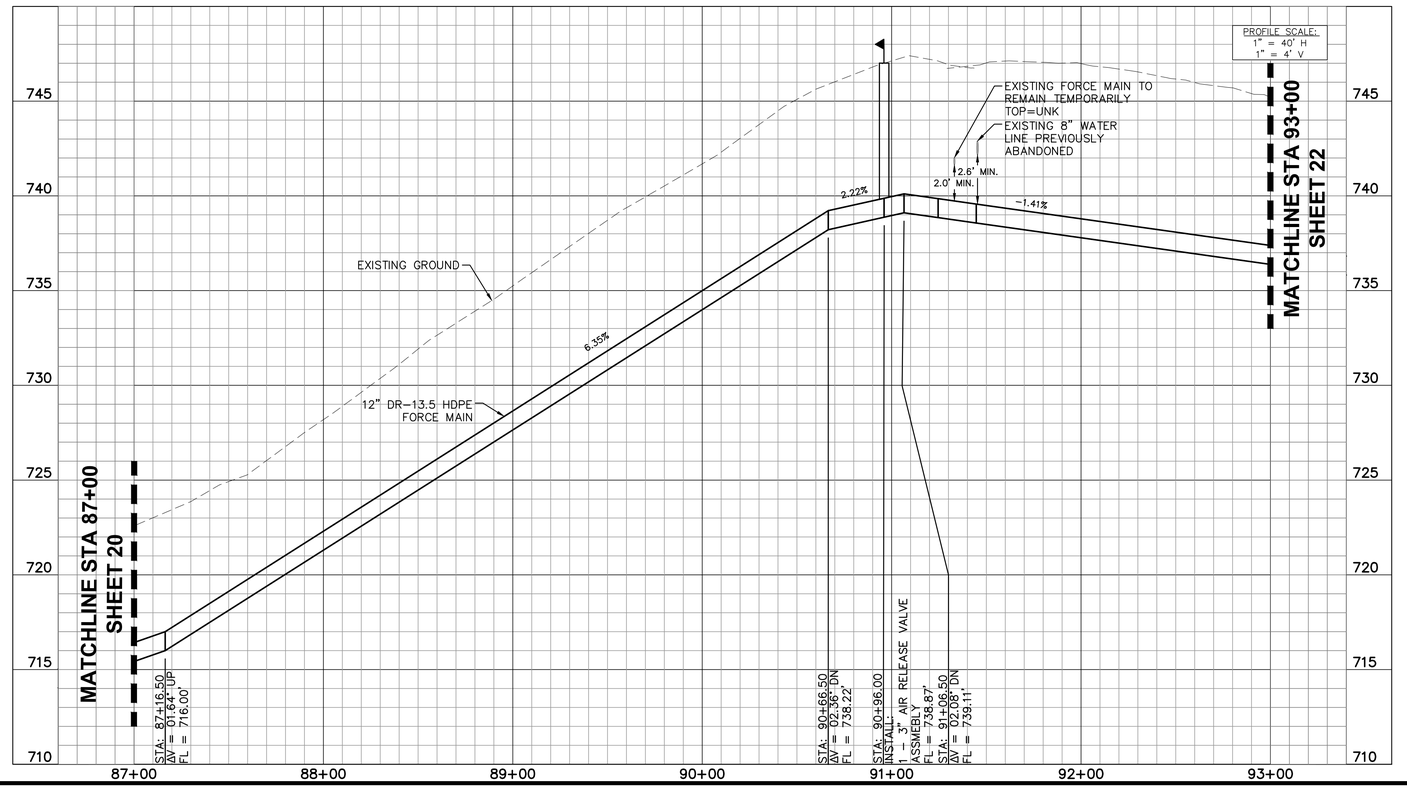
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FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. ALL PIPE DEFLECTIONS SHALL BE ACHIEVED BY BENDING THE PIPE USING A MINIMUM BEND RADIUS OF 50% OF THE MANUFACTURER'S RECOMMENDATION. IF 50% MANUFACTURER'S BEND RADIUS CANNOT BE ACCOMMODATED, AN HDPE BEND MUST BE USED TO ACHIEVE DEFLECTION UNLESS OTHERWISE NOTED IN THE PLANS.

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CITY OF DENTON

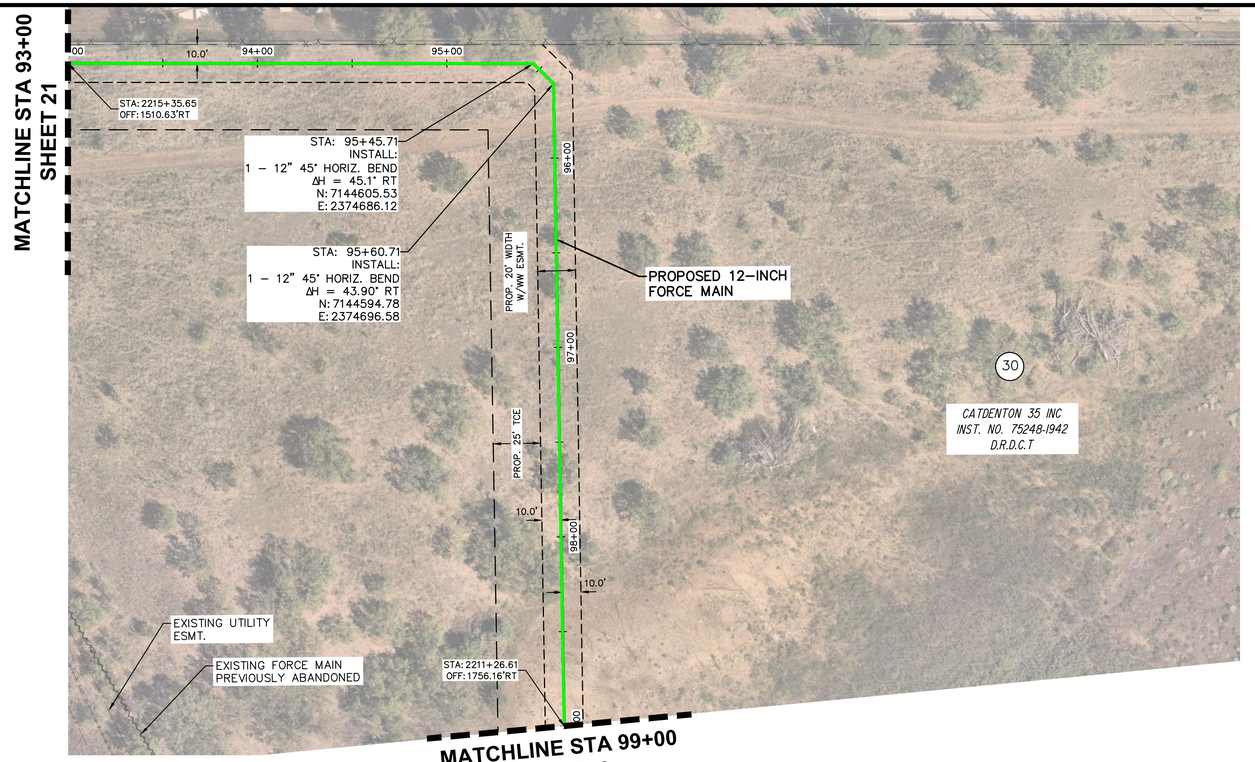
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 87+00 - 93+00

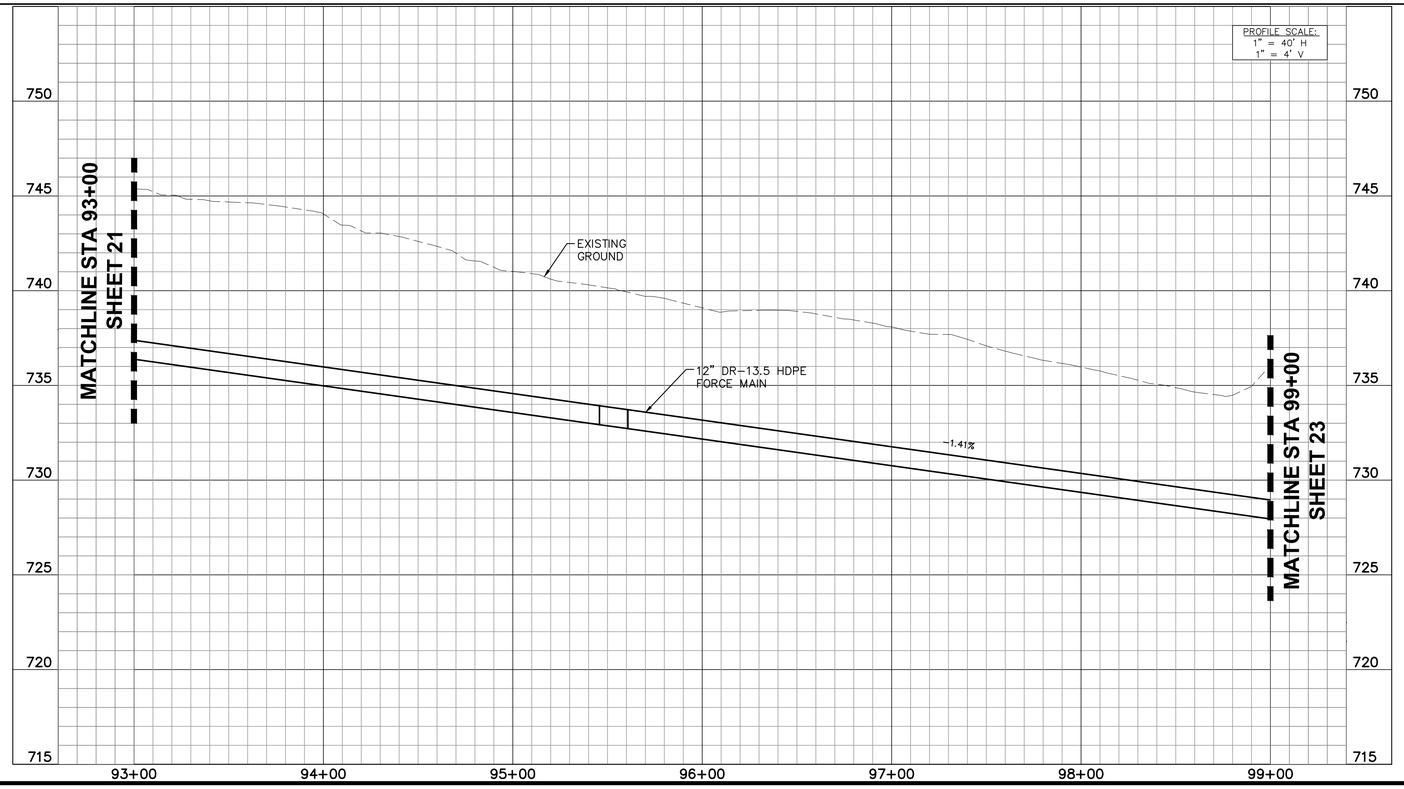
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KHA NO.:	061024063

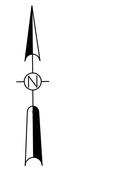
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PROPOSED 12-IN FORCE MAIN A STA 93+00 - 99+00





GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
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- PROPOSED GROUT FILL
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IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
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VOLUME 1

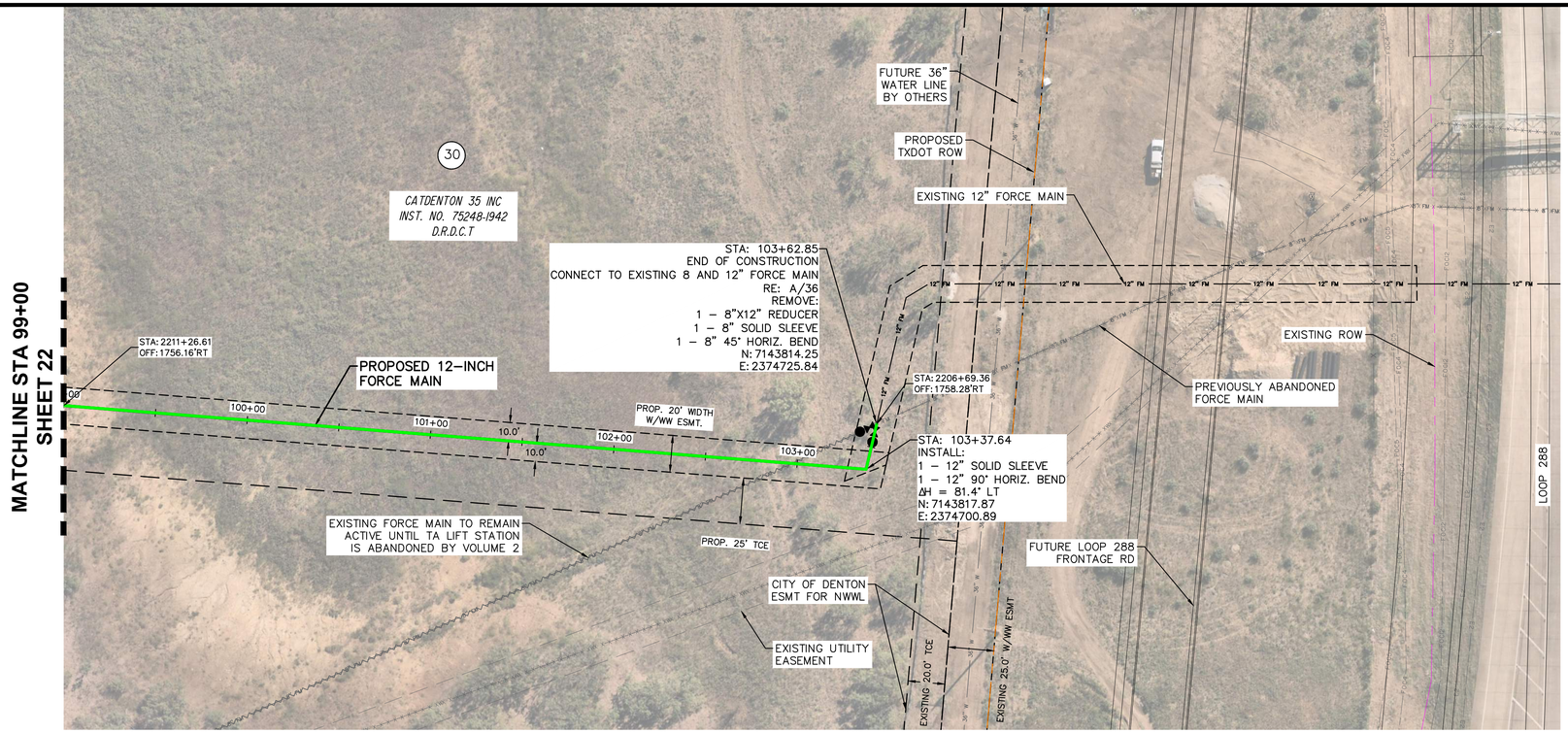
PROPOSED 12-IN FORCE
MAIN A STA 93+00 - 99+00

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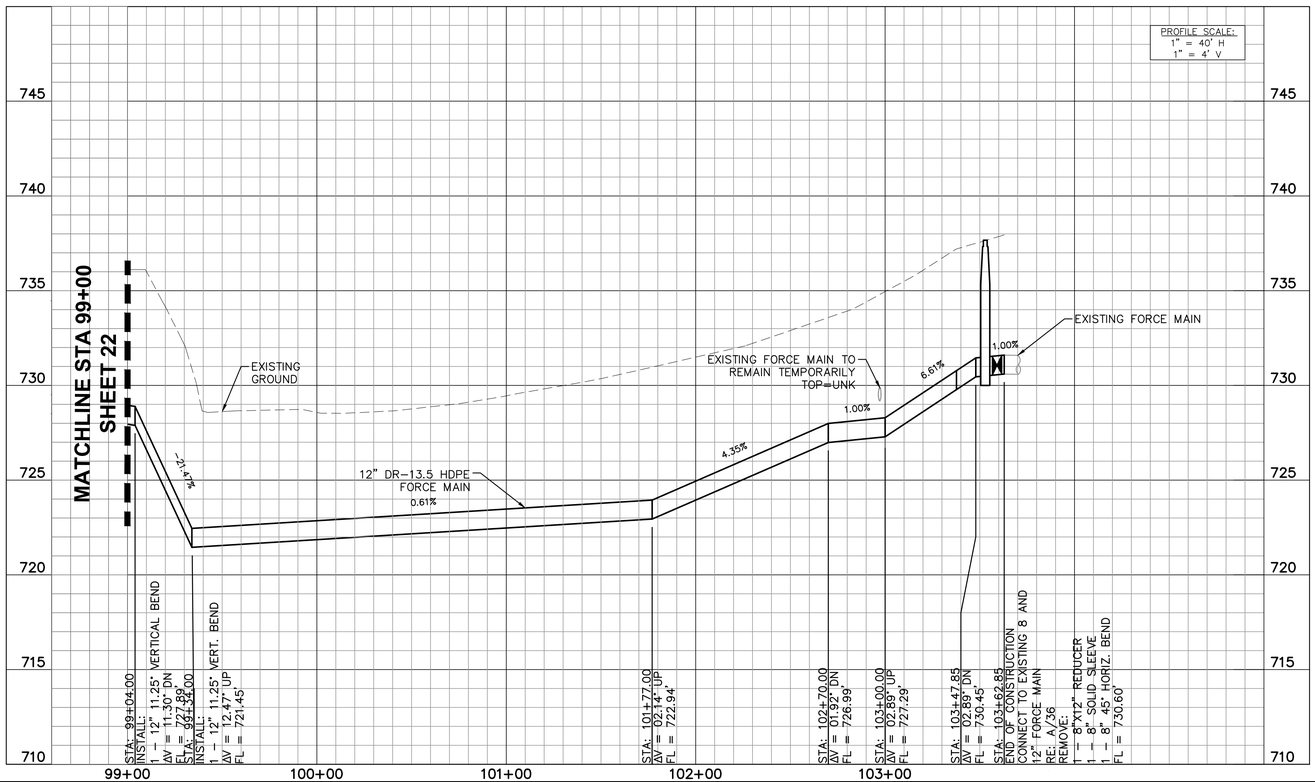
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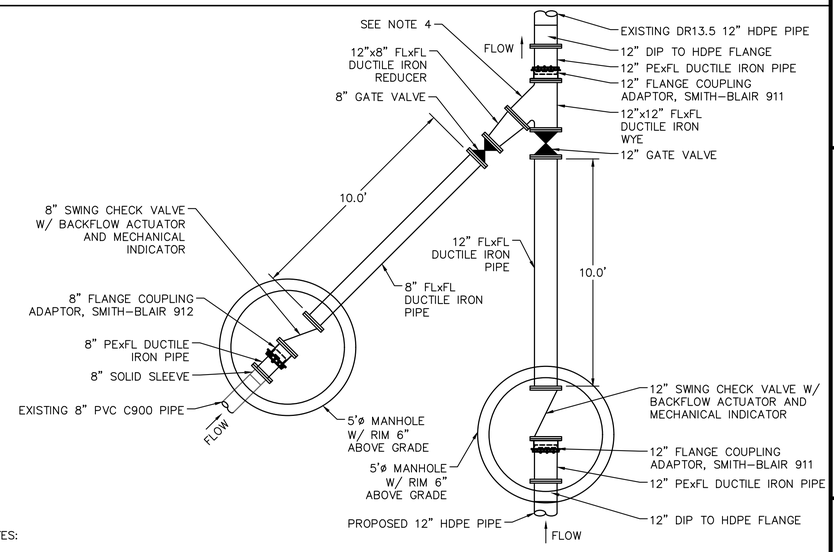
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PROPOSED 12-IN FORCE MAIN A STA 99+00 - END

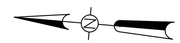




NOTES:

1. VAULTS SHALL INCLUDE 4" SCHEDULE 40 PVC DRAIN PIPING AND MINIMUM 5 CY OF CRUSHED ROCK WRAPPED IN FILTER FABRIC ON MANHOLE BASE EXTERIOR. PROVIDE TWO (2) ADJUSTABLE PIPE FLANGE SUPPORTS FOR EACH CHECK VALVE, STANDON MODEL S89 OR APPROVED EQUAL, WITH FOUR (4) 1/2" DIA. ANCHOR BOLTS (DRILL & EPOXY INTO 28-DAY MIN. CONCRETE MANHOLE BASE WITH HILTI HY-200 OR APPROVED EQUAL, EMBED 4-1/2", MIN. EDGE DISTANCE 1-1/4"). CHECK VALVE MAKE AND MODEL SHALL BE PER SPECIFICATIONS.
2. CONTRACTOR SHALL SUBMIT FOR REVIEW AND ACCEPTANCE BY CITY AND ENGINEER, SEQUENCING PLAN FOR CONNECTION TO EXISTING FORCE MAIN. SUBMITTAL SHALL INCLUDE PLAN TO STORE AND DISPOSE OF WASTEWATER IN EXISTING TA LIFT STATION, AND CONTINGENCY PLANS IF SHUTDOWN IS REQUIRED TO OCCUR FOR LONGER THAN PLANNED.
3. THE CONNECTION TO EXISTING FORCE MAIN IS SUBSIDIARY TO THE PIPE BEING INSTALLED. THE GATE VALVES AND MANHOLES ARE PAID PER EACH. THE MANHOLES SHOWN ON THIS SHEET SHALL INCLUDE ALL APPURTENANCES AND FITTINGS AS SUBSIDIARY TO THE MANHOLE.
4. UPON SUCCESSFUL DECOMMISSIONING OF THE TA LIFT STATION, CONTRACTOR SHALL INSTALL BLIND FLANGE ON THE WYE, AND REMOVE THE 8" PIPING AND CHECK VALVE, AND ABANDON THE MH.

A / 23 — CONNECTION TO EXISTING FORCE MAIN
SCALE: NOT TO SCALE



SHEET NOTES:

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No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
CHRISTOPHER P. IVEY
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LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

CITY OF DENTON

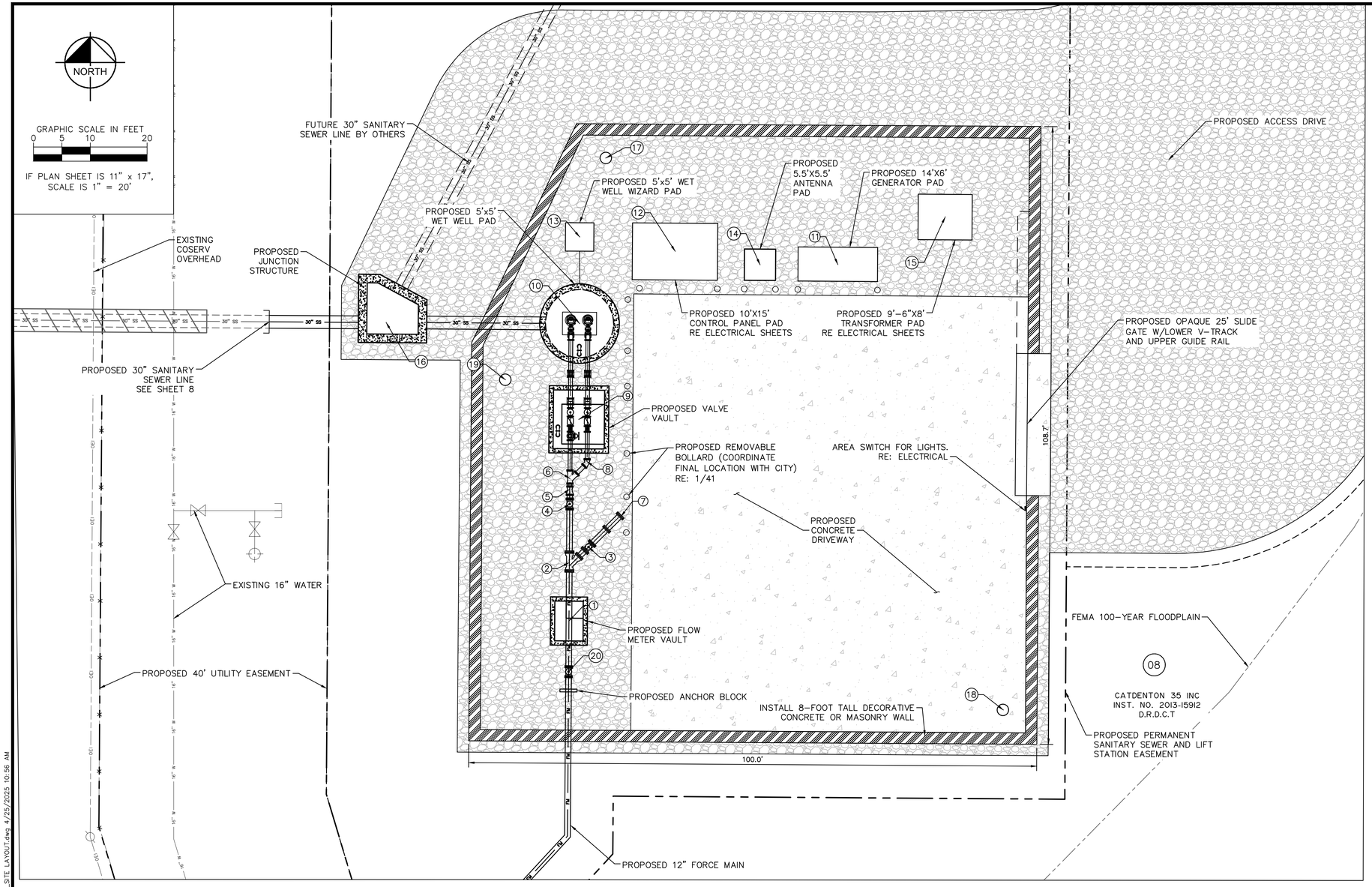
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED 12-IN FORCE MAIN A STA 99+00 - END

DATE:	MARCH 2025
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KHA NO.:	061024063

SHEET
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PAVING LEGEND

- PROPOSED CONCRETE PAVING, RE: NOTE 1
- PROPOSED GRAVEL DRIVEWAY
- PROPERTY LINE/RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPOSED WALL
- PROPOSED PIPING

SHEET NOTES

1. CONTRACTOR SHALL INCLUDE IDENTIFICATION SIGN WITH LIFT STATION NUMBER AND EMERGENCY CONTACT INFORMATION. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF DENTON FOR INFORMATION AND SUBMIT A SHOP DRAWING FOR THE SIGN DETAILS FOR APPROVAL. LIFT STATION SIGN TO INCLUDE LIFT STATION NAME (GANZER RD.), ADDRESS, AND CONTACT PHONE NUMBER.
2. ALL DUCTILE IRON FITTINGS FOR THE FORCE MAIN SHALL INCLUDE MECHANICAL RESTRAINT. ALL DUCTILE IRON PIPE SHALL BE LINED W/40 MIL PROTECTO 401 CERAMIC EPOXY OR APPROVED EQUAL AND BE MINIMUM 350 PSI PRESSURE CLASS.
3. REFERENCE ELECTRICAL SHEETS FOR ADDITIONAL LAYOUT DETAILS.

Point Table

Point #	Northing	Easting	Description
1	7153123.82	2373157.21	CENTER OF 5' X 7' PROPOSED FLOW METER VAULT
2	7153134.12	2373157.28	CENTER OF 12"X12" MJ WYE
3	7153136.87	2373160.66	CENTER OF 12" PLUG VALVE
4	7153144.43	2373157.35	CENTER OF 12" PLUG VALVE
5	7153147.04	2373157.37	CENTER OF 12"X8" REDUCER
6	7153148.89	2373157.38	CENTER OF 8"X8" MJ WYE
7	7153142.23	2373166.36	CENTER OF 12" BYPASS WITH QUICK CONNECT FITTINGS
8	7153151.95	2373160.37	CENTER OF 8" 45° MJ BEND
9	7153159.30	2373158.95	CENTER OF PROPOSED 9'X10' VALVE VAULT
10	7153176.18	2373159.07	CENTER OF PROPOSED 12' PRECAST CONCRETE WET WELL

Point Table

Point #	Northing	Easting	Description
11	7153186.58	2373204.54	CENTER OF PROPOSED GENERATOR PAD
12	7153188.91	2373175.91	CENTER OF PROPOSED CONTROL PANEL PAD
13	7153191.42	2373159.10	CENTER OF PROPOSED ODOR CONTROL PAD
14	7153186.55	2373190.85	CENTER OF PROPOSED ANTENNA PAD
15	7153194.93	2373223.43	CENTER OF PROPOSED TRANSFORMER PAD
16	7153176.33	2373125.04	CENTER OF PROPOSED JUNCTION STRUCTURE
17	7153205.32	2373163.71	CENTER OF LIGHT POLE FOUNDATION
18	7153108.18	2373233.65	CENTER OF LIGHT POLE FOUNDATION
19	7153166.29	2373146.00	CENTER OF LIGHT POLE FOUNDATION
20	7153114.94	2373157.15	CENTER OF PLUG VALVE

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LICENSED PROFESSIONAL ENGINEER
04/17/2025

CITY OF DENTON

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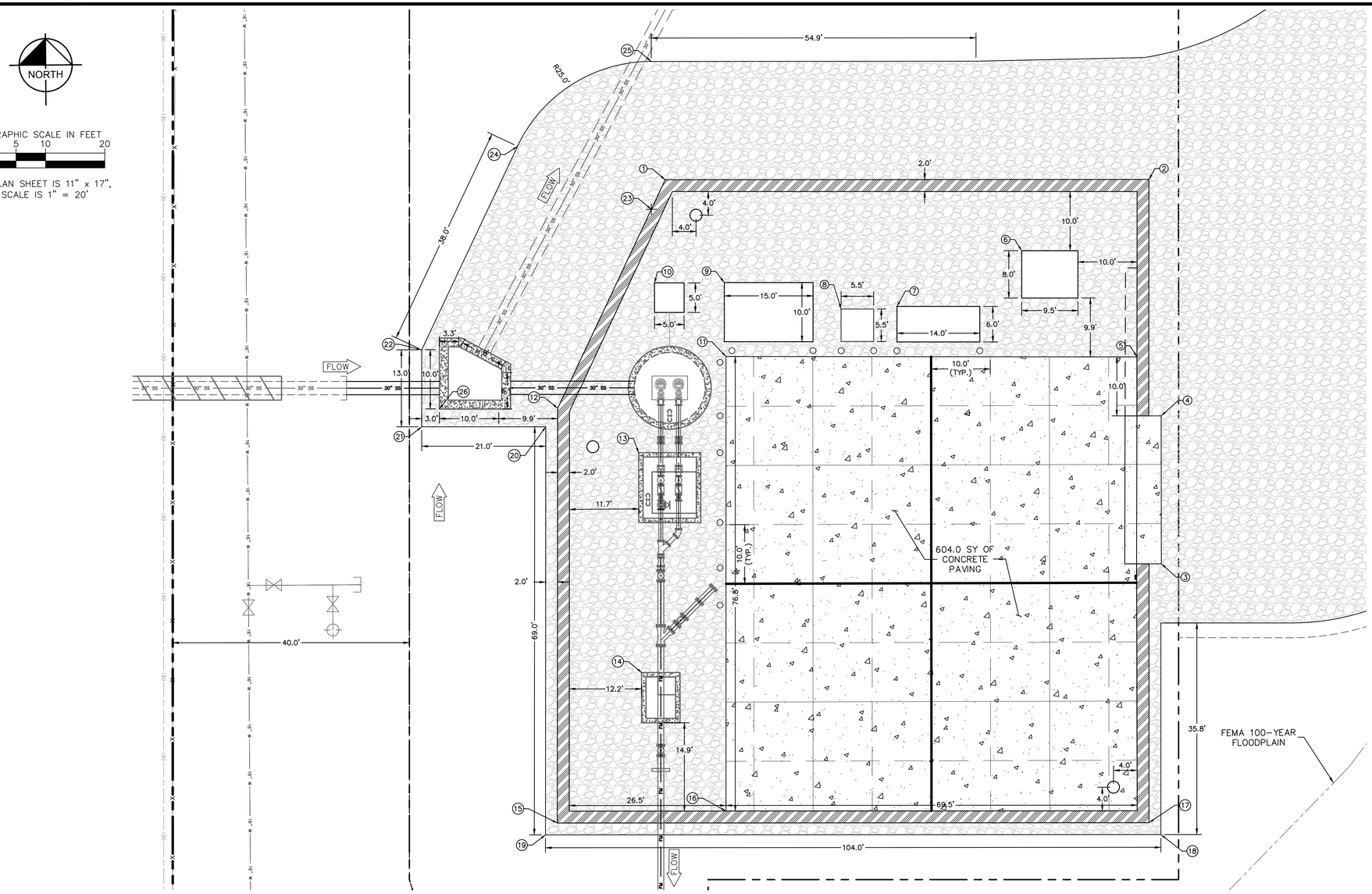
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

SITE PLAN

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
25

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PAVING LEGEND

- PROPOSED CONCRETE PAVING, RE: NOTE 1
- PROPOSED FLEXBASE GRAVEL PAVING
- PROPERTY LINE/RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPOSED WALL
- PROPOSED PIPING
- SAWED DUMMY JOINT RE: 02/42
- EXPANSION JOINT RE: 04/42
- CONSTRUCTION JOINT RE: 01/42

SHEET NOTES

1. SITE CONCRETE PAVING SHALL BE CONSTRUCTED PER THE DETAILS ON SHEET 42 AND INCLUDE WATER-TIGHT EXPANSION JOINTS AT ALL SLAB COLD JOINTS OR PENETRATIONS.
2. FLEXIBLE BASE SHALL BE TYPE A, GRADE 1 IN ACCORDANCE WITH TXDOT ITEM 427, TYPE A, GRADE 1 OR 2.

Point Table			
Point #	Northing	Easting	Description
1	7153211.36	2373158.55	NORTHWEST CORNER OF WALL
2	7153210.86	2373240.30	NORTHEAST CORNER OF WALL
3	7153145.88	2373241.96	BEGIN SOUTH SIDE OF CONCRETE DRIVE
4	7153170.88	2373242.09	BEGIN NORTH SIDE OF CONCRETE DRIVE
5	7153180.88	2373238.07	NORTHEAST CORNER OF CONCRETE DRIVE
6	7153198.96	2373218.71	NORTHWEST CORNER OF TRANSFORMER PAD
7	7153189.67	2373197.56	NORTHWEST CORNER OF GENERATOR PAD
8	7153189.31	2373188.11	NORTHWEST CORNER OF ANTENNA PAD
9	7153193.91	2373168.41	NORTHWEST CORNER OF CONTROL PANEL PAD
10	7153193.94	2373156.61	NORTHWEST CORNER OF WET WELL WIZARD

Point Table			
Point #	Northing	Easting	Description
11	7153181.41	2373168.60	NORTHWEST CORNER OF CONCRETE DRIVE
12	7153172.85	2373140.10	NORTHWEST CORNER OF WALL
13	7153165.26	2373153.74	NORTHWEST CORNER OF VALVE VAULT
14	7153128.09	2373153.99	NORTHWEST CORNER OF FLOW METER VAULT
15	7153102.75	2373139.57	SOUTHWEST CORNER OF WALL
16	7153104.57	2373168.08	SOUTHWEST CORNER OF CONCRETE DRIVE
17	7153102.14	2373239.56	SOUTHEAST CORNER OF WALL
18	7153100.12	2373241.55	CORNER OF FLEXBASE PAVEMENT
19	7153100.77	2373137.55	CORNER OF FLEXBASE PAVEMENT
20	7153169.74	2373138.07	CORNER OF FLEXBASE PAVEMENT

Point Table			
Point #	Northing	Easting	Description
21	7153169.88	2373117.10	CORNER OF FLEXBASE PAVEMENT
22	7153182.89	2373117.19	CORNER OF FLEXBASE PAVEMENT
23	7153206.37	2373156.16	25' RADIUS POINT
24	7153217.17	2373133.62	CORNER OF FLEXBASE PAVEMENT
25	7153231.37	2373156.31	CORNER OF FLEXBASE PAVEMENT
26	7153172.86	2373120.12	SOUTHEAST CORNER OF JUNCTION STRUCTURE

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IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
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VOLUME 1

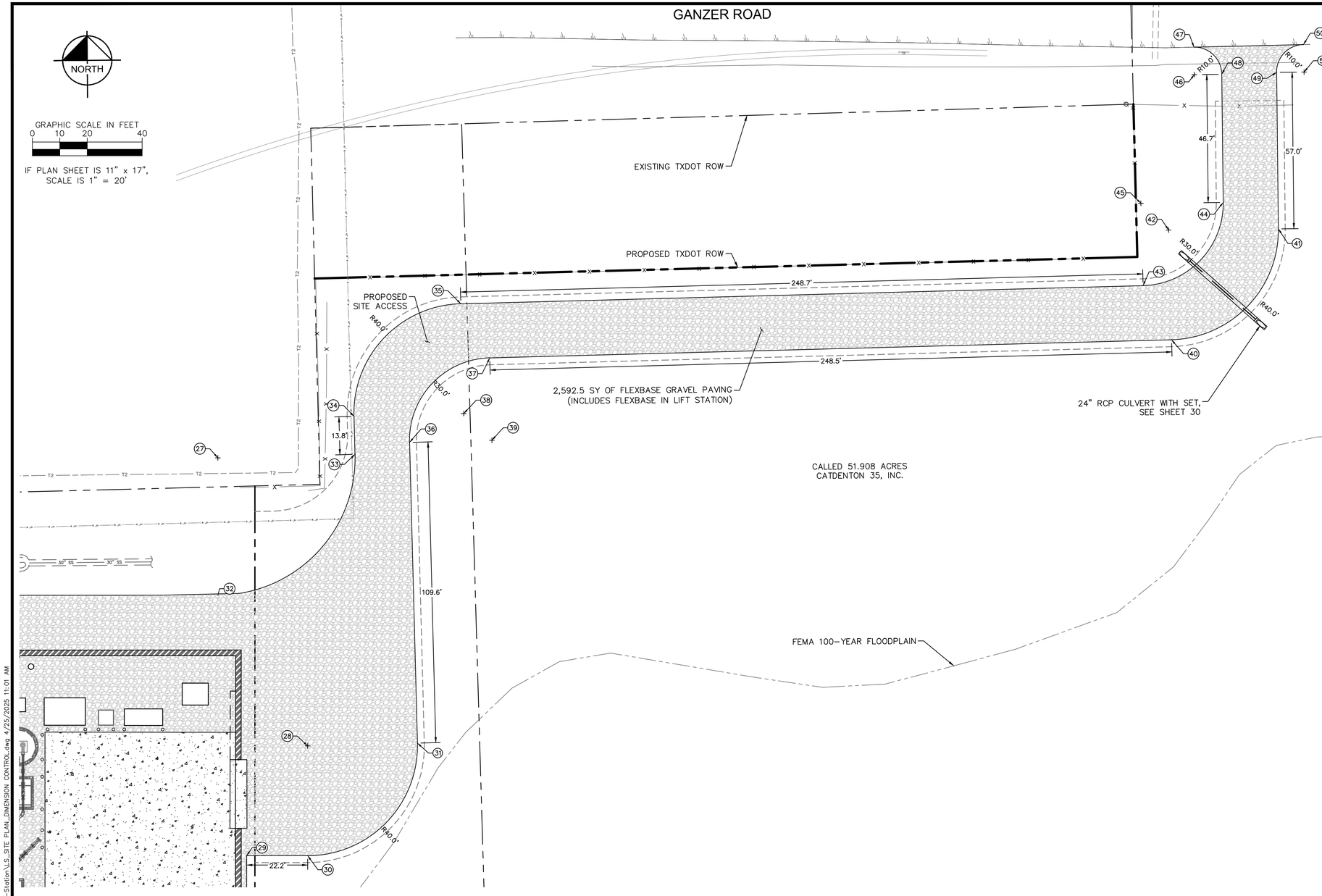
PAVING AND DIMENSIONS PLAN - SHEET 1 OF 2

DATE:	MARCH 2025
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KHA NO.:	061024063

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PAVING LEGEND

- PROPOSED CONCRETE PAVING, RE: NOTE 1
- PROPOSED FLEXBASE GRAVEL PAVING
- EXISTING FLOODPLAIN
- PROPERTY LINE/RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPOSED WALL
- PROPOSED PIPING

SHEET NOTES

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2. FLEXIBLE BASE SHALL BE TYPE A, GRADE 1 IN ACCORDANCE WITH TXDOT ITEM 427, TYPE A, GRADE 1 OR 2.
3. CONTRACTOR TO COORDINATE WITH DENTON COUNTY ON DRIVEWAY PERMIT.

Point Table			
Point #	Northing	Easting	Description
27	7153280.91	2373232.27	30' RADIUS POINT
28	7153175.73	2373264.30	40' RADIUS POINT
29	7153135.88	2373241.79	PT PAVEMENT – 40.0' RADIUS
30	7153135.73	2373264.04	PT PAVEMENT – 40.0' RADIUS
31	7153176.50	2373304.30	PC PAVEMENT – 40.0' RADIUS
32	7153230.91	2373231.97	PT PAVEMENT – 30.0' RADIUS
33	7153281.88	2373282.26	PC PAVEMENT – 30.0' RADIUS
34	7153295.70	2373282.00	PT PAVEMENT – 40.0' RADIUS
35	7153336.46	2373321.20	PC GRAVEL – 40.0' RADIUS
36	7153286.09	2373302.19	PT PAVEMENT – 30.0' RADIUS

Point Table			
Point #	Northing	Easting	Description
37	7153316.66	2373331.59	PC GRAVEL – 30.0' RADIUS
38	7153296.47	2373321.99	40' RADIUS POINT
39	7153286.67	2373332.18	30' RADIUS POINT
40	7153321.59	2373580.08	PT GRAVEL – 40.0' RADIUS
41	7153361.74	2373619.29	PC GRAVEL – 40.0' RADIUS
42	7153361.58	2373579.29	40' RADIUS POINT
43	7153341.39	2373569.84	PT GRAVEL – 30.0' RADIUS
44	7153371.51	2373599.25	PC GRAVEL – 30.0' RADIUS
45	7153371.38	2373569.25	30' RADIUS POINT
46	7153418.17	2373589.06	10' RADIUS POINT

Point Table			
Point #	Northing	Easting	Description
47	7153428.17	2373588.98	PC PAVEMENT – 10.0' RADIUS
48	7153418.21	2373599.06	PT PAVEMENT – 10.0' RADIUS
49	7153418.78	2373619.06	PT PAVEMENT – 10.0' RADIUS
50	7153428.82	2373628.89	PC PAVEMENT – 10.0' RADIUS
51	7153418.82	2373629.06	10' RADIUS POINT

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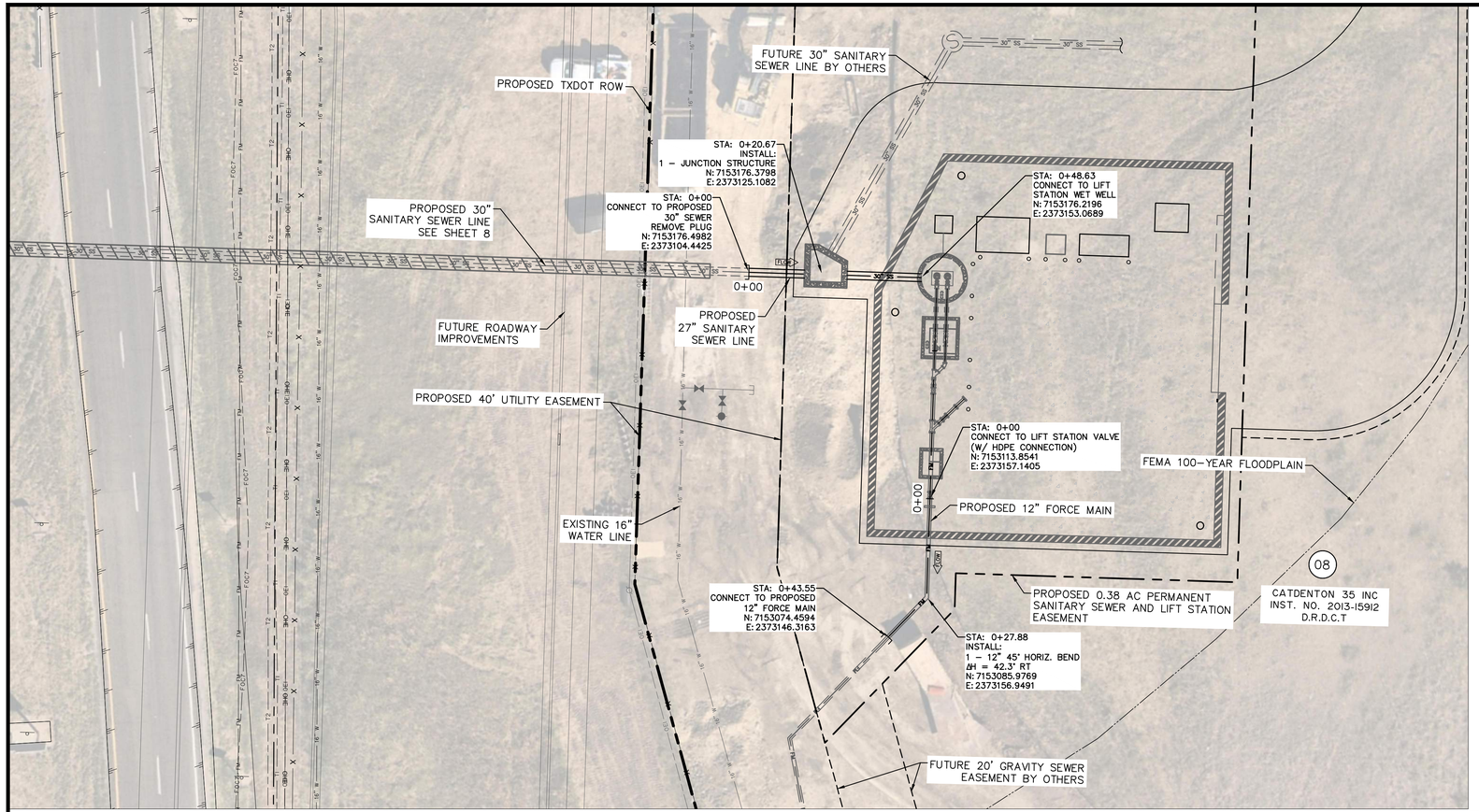
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PAVING AND DIMENSIONS
PLAN - SHEET 2 OF 2

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
27

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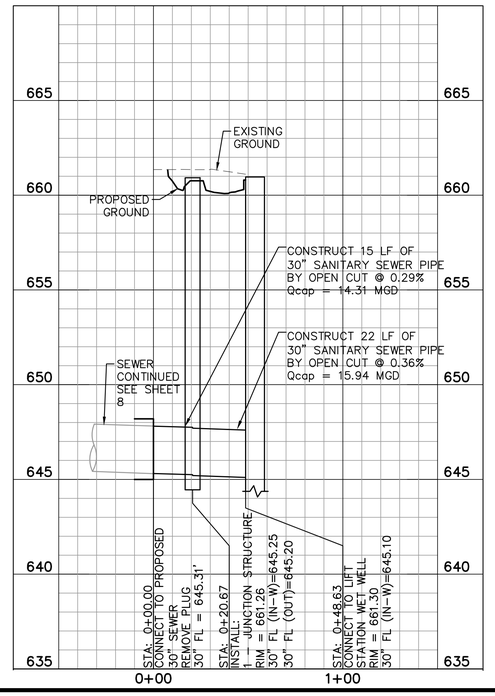
GRAPHIC SCALE IN FEET
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IF PLAN SHEET IS 11" x 17"
HORIZONTAL SCALE IS 1" = 40'
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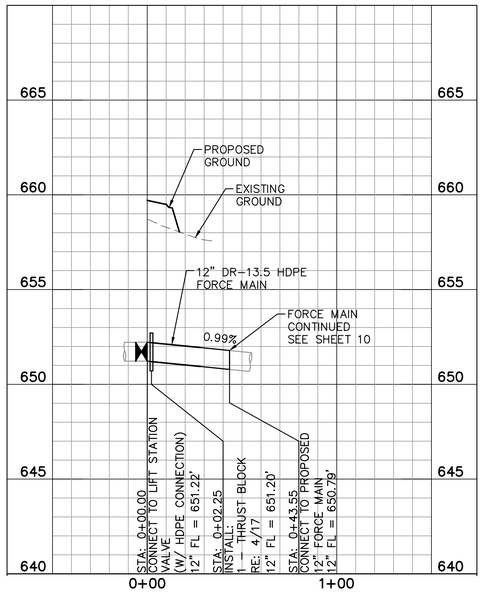
LEGEND

- PROPERTY LINE/RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPOSED WALL
- PROPOSED PIPING
- 100-YEAR FLOOD PLAIN

PROPOSED 30-INCH SANITARY SEWER LINE



PROPOSED 12-INCH FORCE MAIN



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
CHRISTOPHER P. LEO
120945
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

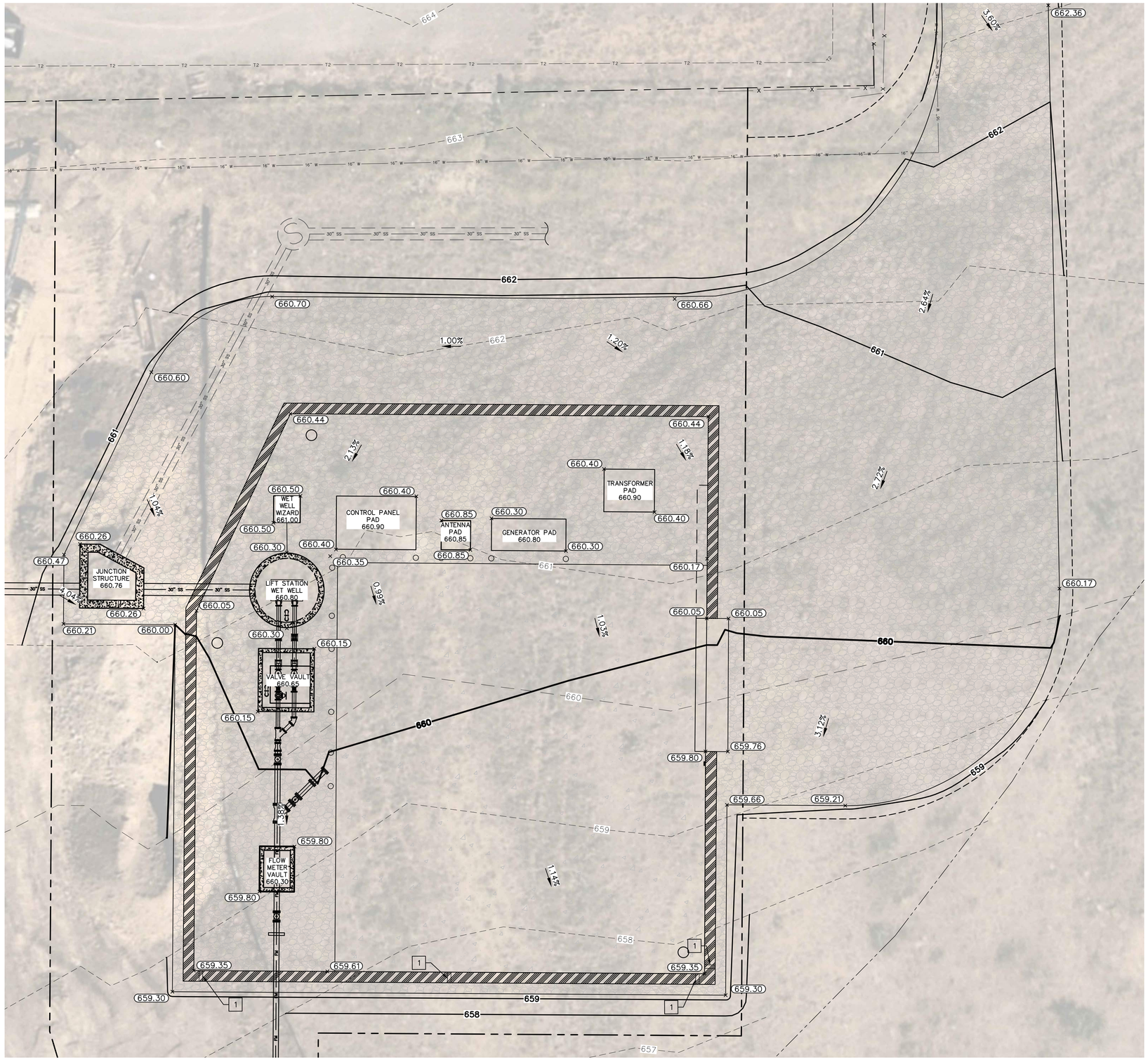
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

YARD PIPING PLAN

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GRADING NOTES

1. IN ALL AREAS WHERE PAVEMENT OR STRUCTURES WILL BE CONSTRUCTED ON FILL, THE FILL MATERIAL SHALL BE COMPACTED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
2. THE CONTRACTOR SHALL HAUL AWAY AND DISPOSE OF SURPLUS EXCAVATED MATERIALS AT NO ADDITIONAL COST. ANY REQUIRED PERMITS, OR OTHER ASSOCIATED DISPOSAL REQUIREMENTS, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE CONTOURS SHOWN ARE APPROXIMATE AND BASED ON GROUND CONDITIONS SURVEYED PRIOR TO DESIGN. IF THE GRADES AND ELEVATIONS ARE DIFFERENT THAN THAT OF THE GRADES AND ELEVATIONS SHOWN IN THE PLAN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER.
4. CONTRACTOR SHALL COORDINATE THE LOCATIONS OF THE BOLLARDS AND WALL FOOTINGS SUCH THAT THEY ARE NOT IN CONFLICT WITH PAVEMENT OR DRAINAGE STRUCTURES.
5. UPON COMPLETION OF ALL CONSTRUCTION ACTIVITIES CONTRACTOR SHALL HYDROMULCH ALL DISTURBED AREAS OUTSIDE THE FENCE IN ACCORDANCE WITH NCTCOG ITEM 202.6.

KEYNOTES

1 WALL CUT OUTS AT BASE OF MASONRY WALL FOR DRAINAGE BY MANUFACTURER.

LEGEND

- PROPERTY/RIGHT-OF-WAY LINE
- FM — PROPOSED SANITARY FORCEMAIN PIPING
- 36" SS — PROPOSED GRAVITY SEWER PIPING
- PROPOSED GRAVEL DRIVE
- PROPOSED CONCRETE DRIVE
- 660 — PROPOSED CONTOURS
- 660 — EXISTING CONTOURS
- XXX.XX — PROPOSED GROUND ELEVATION

0 10 20 30

SCALE: 1" = 10'
IF 11" X 17", SCALE IS 1" = 20'.

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CHRISTOPHER P. LAU
124245
LICENSED PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER
VOLUME 1

GRADING PLAN - SHEET 1 OF 2

DATE:	MARCH 2025
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CHECKED:	JRA
KHA NO.:	061024063

SHEET
29

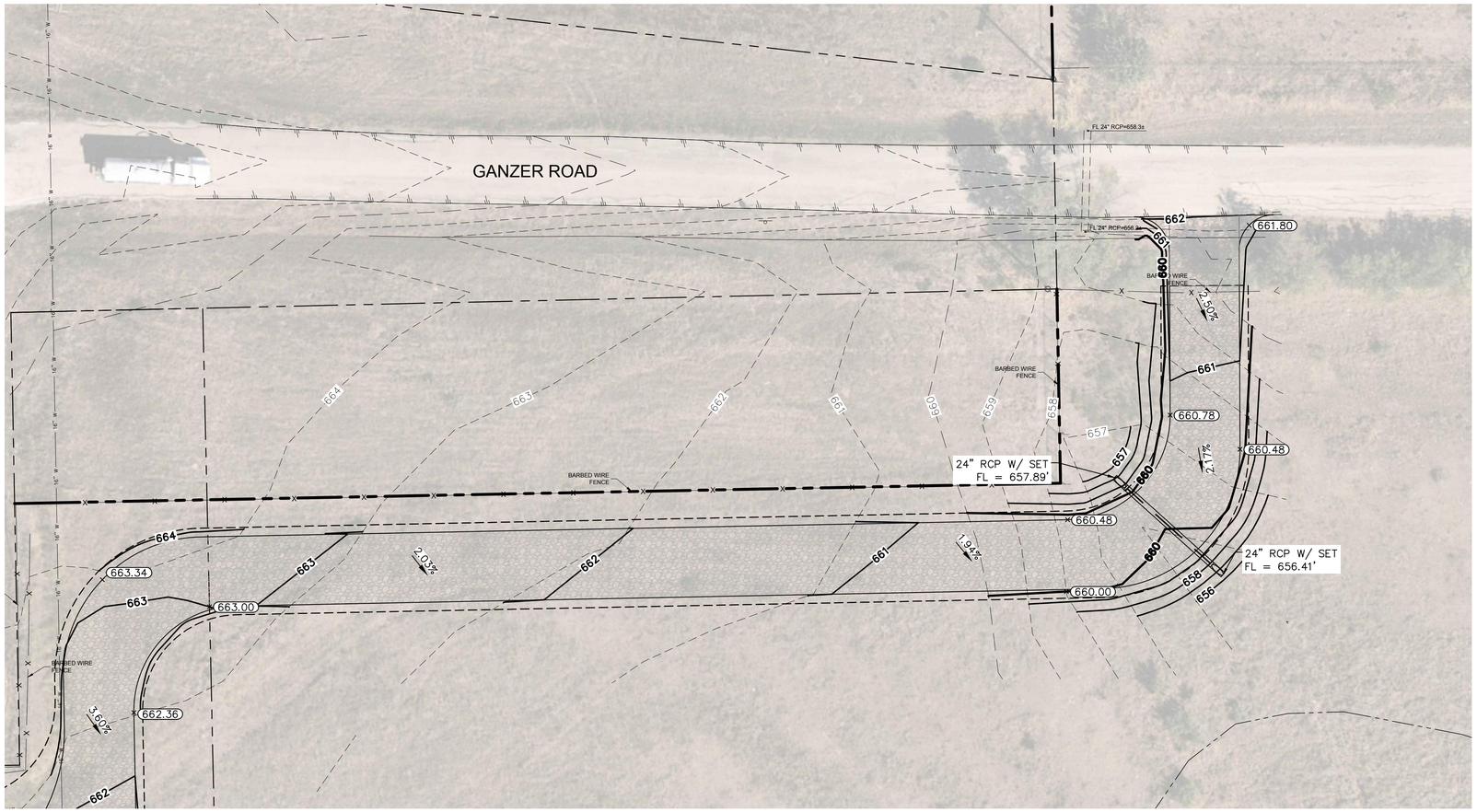
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GRADING NOTES

1. IN ALL AREAS WHERE PAVEMENT OR STRUCTURES WILL BE CONSTRUCTED ON FILL, THE FILL MATERIAL SHALL BE COMPACTED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
2. THE CONTRACTOR SHALL HAUL AWAY AND DISPOSE OF SURPLUS EXCAVATED MATERIALS AT NO ADDITIONAL COST. ANY REQUIRED PERMITS, OR OTHER ASSOCIATED DISPOSAL REQUIREMENTS, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE CONTOURS SHOWN ARE APPROXIMATE AND BASED ON GROUND CONDITIONS SURVEYED PRIOR TO DESIGN. IF THE GRADES AND ELEVATIONS ARE DIFFERENT THAN THAT OF THE GRADES AND ELEVATIONS SHOWN IN THE PLAN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER.
4. CONTRACTOR SHALL COORDINATE THE LOCATIONS OF THE BOLLARDS AND WALL FOOTINGS SUCH THAT THEY ARE NOT IN CONFLICT WITH PAVEMENT OR DRAINAGE STRUCTURES.
5. UPON COMPLETION OF ALL CONSTRUCTION ACTIVITIES CONTRACTOR SHALL HYDROMULCH ALL DISTURBED AREAS OUTSIDE THE FENCE IN ACCORDANCE WITH NCTCOG ITEM 202.6.

LEGEND

- PROPERTY/RIGHT-OF-WAY LINE
- PROPOSED SANITARY FORCEMAIN PIPING
- PROPOSED GRAVITY SEWER PIPING
- PROPOSED GRAVEL DRIVE
- PROPOSED CONCRETE DRIVE
- 660 — PROPOSED CONTOURS
- 660 — EXISTING CONTOURS
- XXX.XX — PROPOSED GROUND ELEVATION



0 20 30 40

SCALE: 1" = 20'
IF 11" X 17", SCALE IS 1" = 40'.

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No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
CHRISTOPHER P. LEO
120945
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REGISTERED

CITY OF DENTON

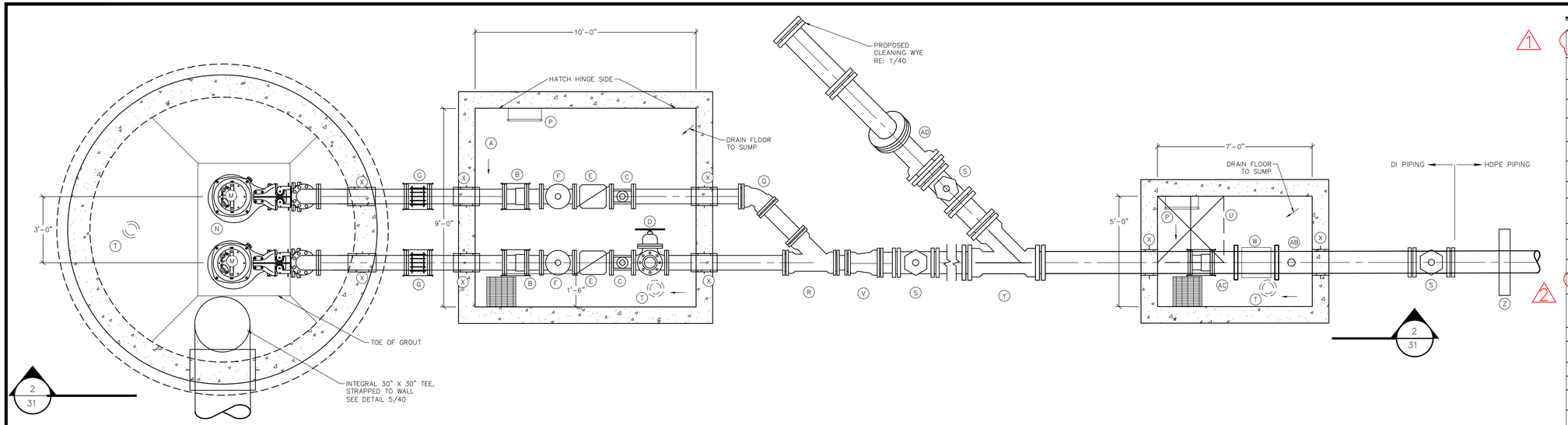
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER
VOLUME 1

GRADING PLAN - SHEET 2 OF 2

DATE:	MARCH 2025
DESIGN:	CPI
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CHECKED:	JRA
KHA NO.:	061024063

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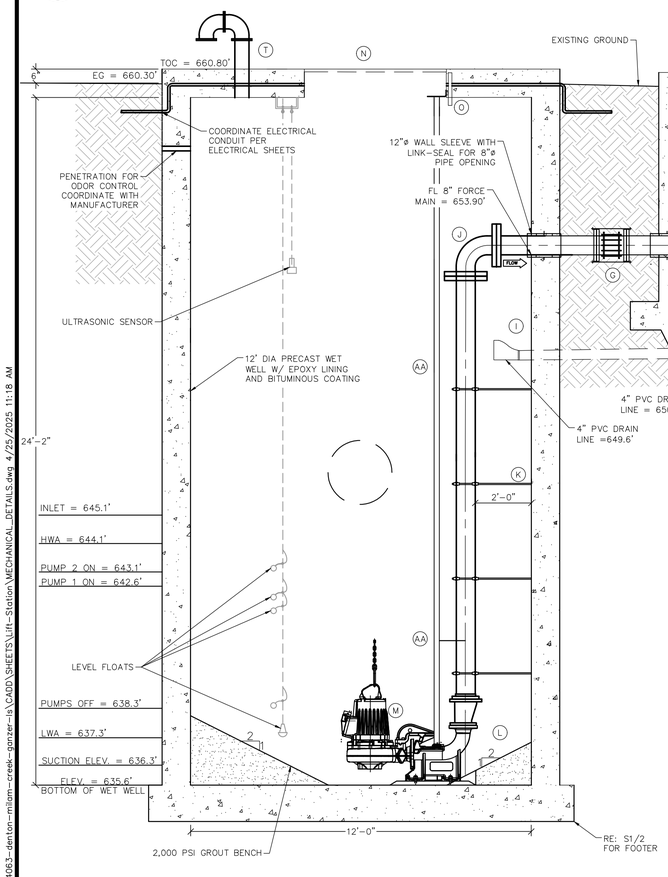


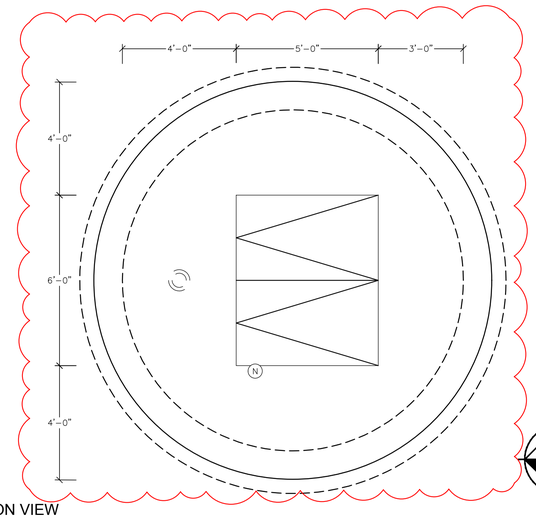
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INTERIOR PLAN VIEW

1 LIFT STATION WETWELL/VALVE & METER VAULT

SCALE: 3/8" = 1'

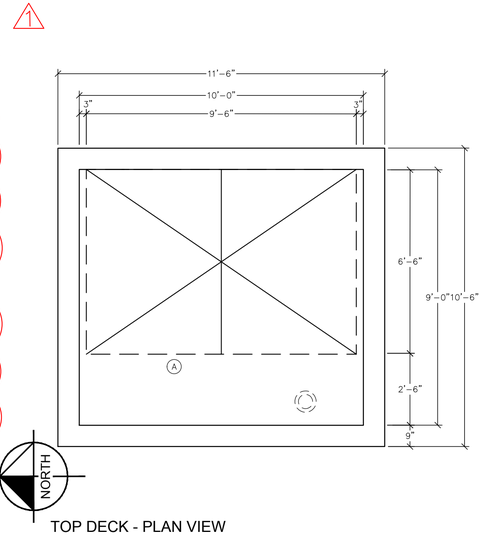




SECTION VIEW

2 LIFT STATION WETWELL/VALVE & METER VAULT

SCALE: 3/8" = 1'



TOP DECK - PLAN VIEW

3 LIFT STATION WETWELL/VALVE VAULT

SCALE: 3/8" = 1'

EQUIPMENT/FITTING LIST

MARK	DESCRIPTION	QUANTITY
A	9'-6" X 6'-6" CUSTOM DOUBLE LEAF ALUMINUM HATCH BILCO MODEL JD-AL H20 W/ ALUMINUM FALL PROTECTION GRATING OR APPROVED EQUAL	1
B	8" CAST IRON FLANGE COUPLING ADAPTOR, SMITH-BLAIR 912 WITH TIE RODS, RE: 3/41	2
C	8" PLUG VALVE, DeZURIK PLUG VALVE OR APPROVED EQUAL	2
D	8"X8" TEE, 8" CHECK VALVE, 8" GATE VALVE, & CAM-LOK QUICK CONNECT, W/ CAM-LOK COVER	1
E	8" SWING CHECK VALVE W/ OUTSIDE WEIGHT AND LEVER, DeZURIK OR APPROVED EQUAL	2
F	8"X3" TEE, 3" GATE VALVE, & 3" AIR VALVE (ARI MODEL D-023ST) RE: 4/39	2
G	8" RESTRAINED COUPLING, DRESSER STYLE 38 OR APPROVED EQUAL WITH TIE RODS, RE: 2/41	2
H	ADJUSTABLE PIPE SADDLE SUPPORT	5
I	4" PVC SCH 40 DRAIN LINE W/ 4" DUCKBILL CHECK VALVE, TIDEFLEX TF-1 OR APPROVED EQUAL	1
J	8" - FL X FL 90° SHORT RADIUS BEND	2
K	LATERAL PIPE SUPPORT AT 4' INTERVALS (TYP.) 316 STAINLESS STEEL	14
L	8"X6" FL X FL ECCENTRIC REDUCER	2
M	SUBMERSIBLE PUMP AS INDICATED IN SECTION 33 25 02. MODEL: XYLEM-FLYGT - NP 3301 HT 3 ~ 464	2
N	6'-0" X 6'-0" CUSTOM DOUBLE LEAF ALUMINUM HATCH BILCO MODEL JD-AL H20 OR APPROVED EQUAL W/ ALUMINUM FALL PROTECTION GRATING OR APPROVED EQUAL	1
O	1 1/2" PVC HATCH DRAIN	2
P	ALUMINUM LADDER W/ SAFETY CLIMB (HANDRAIL SUPPORT SYSTEM)	2
Q	8" - 45° MJ BEND	1
R	8"X8" MJ WYE	1
S	12" RESILIENT SEATED MJ X MJ GATE VALVE & BOX, RE: 2/40	3
T	8" DIP VENT PIPE W/ INSECT SCREEN RE: 3/39	3
U	3'-0" X 3'-0" CUSTOM DOUBLE LEAF ALUMINUM HATCH BILCO MODEL JD-AL H20 W/ ALUMINUM FALL PROTECTION GRATING OR APPROVED EQUAL	1
V	8" X12" REDUCER	1
W	ELECTROMAGNETIC FLOW METER	1
X	WALL PENETRATION (TYPICAL), RE: 3/40	11
Y	12"X12" MJ WYE	1
Z	HDPE TRANSITION ANCHOR BLOCK, RE: 4/40	1
AA	STAINLESS STEEL ANGLE IRON 3"X3" GUIDE RAIL SUPPORTS (MAX 10-FT INTERVALS, COORDINATE WITH PUMP MANUFACTURER FOR FUNCTIONAL PUMP REMOVAL SYSTEM).	2
AB	4-20 MA PRESSURE TRANSMITTER, 1" TAP WITH STAINLESS STEEL BALL VALVE PRESSURE TRANSMITTER, RE: 2/39	1
AC	12" CAST IRON FLANGE COUPLING ADAPTOR, SMITH-BLAIR 912 WITH TIE RODS, RE: 3/17	1
AD	12" - 45° MJ BEND	1

SHEET NOTES

1. CONFIGURATIONS AND DIMENSIONS SHOWN ARE BASED ON THE EQUIPMENT SPECIFIED. THE CONTRACTOR SHALL VERIFY THE LAYOUT AND ALL DIMENSIONS PRIOR TO CONSTRUCTION.
2. ALL COUPLINGS SHALL BE EPOXY COATED STEEL AND SHALL BE DRESSER, SMITH-BLAIR, OR EQUAL. COUPLINGS SHALL BE RESTRAINED WITH A THRUST HARNESS DESIGNED IN ACCORDANCE WITH AWWA M-11.
3. ALL RESTRAINING RODS AND HARDWARE (NUTS, WASHERS, ETC.) SHALL BE 316 STAINLESS STEEL.
4. ALL OPENINGS AND CONNECTIONS THROUGH THE WALL SHALL BE PREFABRICATED AND SEALED TO PREVENT LEAKAGE AND INFILTRATION. THE INSIDE OF THE LIFT STATION WET WELL SHALL BE SEALED WITH A COATING SYSTEM AS DESCRIBED WITHIN THE SPECIFICATIONS. APPLY COATING IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR SURFACE PREPARATION AND APPLICATION TO ALL INTERIOR CONCRETE SURFACES.
5. WET WELL EXCAVATION METHODS SHALL BE SUBMITTED FOR APPROVAL.
6. CONTRACTOR SHALL COORDINATE VALVE VAULT ACCESS HATCH LOCATION WITH LADDER MANUFACTURER PRIOR TO FABRICATION.
7. CONTRACTOR SHALL VERIFY WET WELL ACCESS HATCH LOCATION AND DIMENSION WITH PUMP MANUFACTURER PRIOR TO FABRICATION. HATCH ENTRY SHALL BE FROM THE NORTH
8. PROVIDE 316 STAINLESS STEEL ANCHOR BOLTS FOR PUMP BASE MOUNTING.
9. REFERENCE SPECIFICATIONS FOR LIFT STATION EQUIPMENT.
10. INSTALL ISOLATION KITS BETWEEN DISSIMILAR METAL PIPING.
11. CONTRACTOR SHALL SUBMIT ORIGINAL SHOP DRAWINGS DEMONSTRATING CONFORMANCE WITH ASTM C-478 AND ASTM C-857 (AS APPLICABLE) FOR THE PROPOSED PRECAST WET WELL AND WET WELL TOP.
12. ALL UNDERGROUND DUCTILE IRON PIPING AND FITTINGS SHALL BE POLYWRAPPED. ALL FITTINGS BETWEEN DUCTILE IRON PIPE SHALL BE RESTRAINED WITH MEGALUG FITTINGS
13. ALL BURIED DUCTILE IRON FORCE MAIN PIPING AND FITTINGS SHALL BE LINED WITH PROTECTO 401 (P401) OR APPROVED EQUAL AND ASPHALTIC COATED PER AWWA C151.
14. ALL NON-BURIED DUCTILE IRON FORCE MAIN PIPING AND FITTINGS SHALL BE LINED WITH PROTECTO 401 (P401) OR APPROVED EQUAL AND COATED WITH A COATING SYSTEM SUITABLE FOR THE WASTEWATER ENVIRONMENT TO INCLUDE WASTEWATER IMMERSION.
15. OWNER WILL PROVIDE FLOAT SWITCHES. CONTRACTOR WILL COORDINATE WITH OWNER PRIOR TO INSTALLATION OF SS SUPPORT HOOKS INSIDE THE WET WELL. FLOATS AND OTHER INSTRUMENTATION SHALL BE CLEAR OF PUMPS AND NOT INTERFERE WITH REMOVAL OR INSTALLATION OF PUMPS. SEE ELECTRICAL SHEETS FOR PLACEMENT.
16. ALL ELECTRICAL CONDUIT TO BE RUN THROUGH WET WELL SLAB BETWEEN TOP OF WET WELL AND BOTTOM OF HATCH. NO PENETRATIONS FOR CONDUIT OR ELECTRICAL LINES IN WET WELL WILL BE PERMITTED. CONTRACTOR TO COORDINATE LOCATION WITH OWNER.
17. SOME ITEMS HAVE BEEN ROTATED FOR CLARITY.

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No.	Revision	By	Date
1.	SHEET UPDATE	CPI	01/21/25
2.	SHEET UPDATE	CPI	02/07/25

STATE OF TEXAS
CHRISTOPHER P. IRBY
124045
LICENSED PROFESSIONAL ENGINEER
02/07/2025

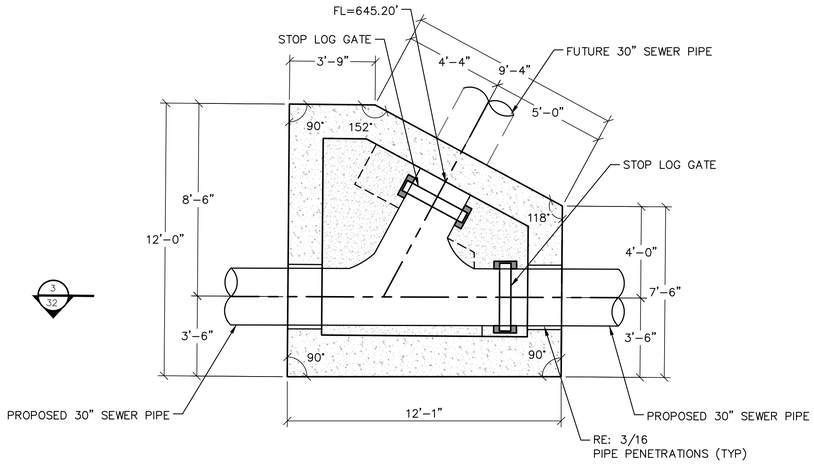
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER
VOLUME 1

MECHANICAL PLAN AND SECTION

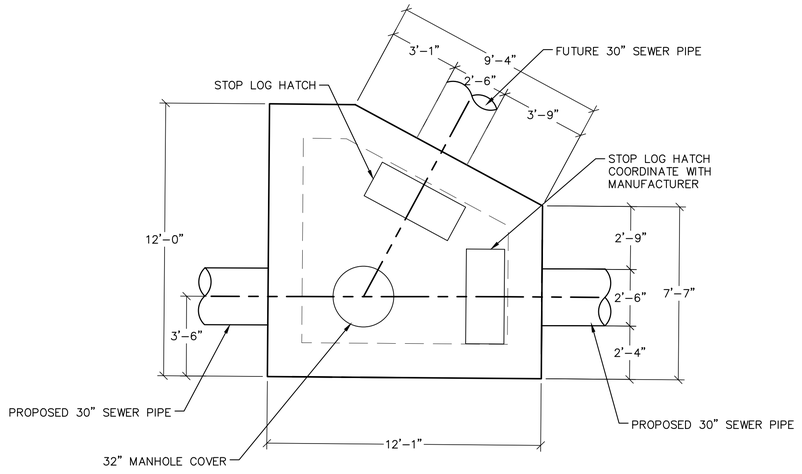
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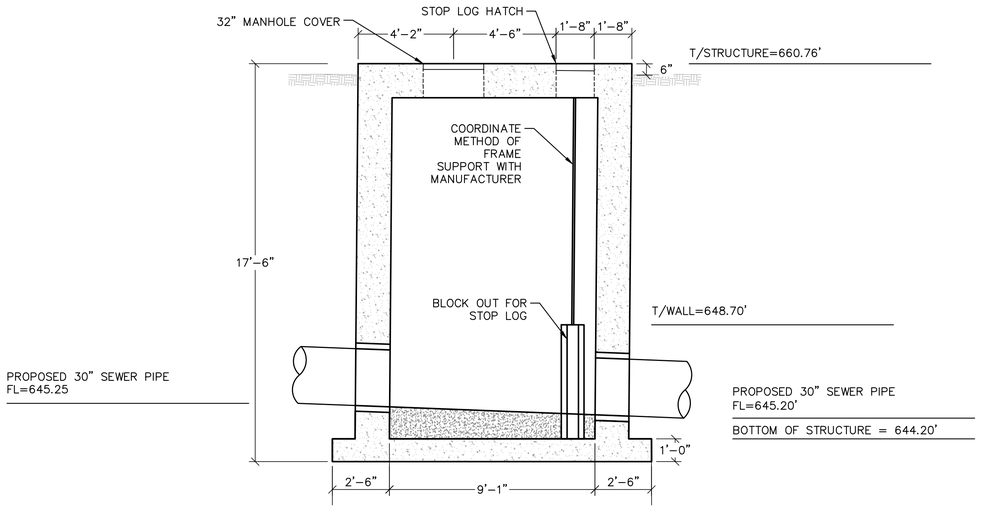
INTERIOR PLAN VIEW
JUNCTION STRUCTURE
SCALE: 3/8" = 1'



TOP DECK - PLAN VIEW
JUNCTION STRUCTURE
SCALE: 3/8" = 1'

SHEET NOTES

1. ALL INTERIOR SURFACES OF JUNCTION STRUCTURE INCLUDING TOP SHALL BE EPOXY LINED.
2. CONSTRUCT CAST-IN-PLACE JUNCTION STRUCTURE IN ACCORDANCE WITH THE STRUCTURAL DRAWINGS AND SPECIFICATIONS.
3. IF GROUNDWATER IS ENOUNTERED DURING EXCAVATION FOR ANY STRUCTURES, CONSULT THE GEOTECHNICAL REPORT FOR DEWATERING AND SEEPAGE PREVENTION GUIDANCE.
4. ALL BELOW GRADE WALLS SHALL BE WATER PROOFED AND WATER SEALS SHOULD BE INSTALLED AT ALL CONSTRUCTION JOINTS.
5. CONTRACTOR TO VERIFY ELEVATIONS FOR EXISTING UPSTREAM AND DOWNSTREAM SANITARY SEWER LINE CONNECTIONS PRIOR TO POURING BASE SLAB, AS PROPOSED FLOW LINES MAY NEED MODIFICATIONS TO ACCOMMODATE EXISTING FIELD CONDITIONS.
6. STOP LOGS AND FRAMES SHALL BE FONTAINE SERIES 95 STAINLESS STEEL ASTM A-240 TYPE 304L OR 316L IN ACCORDANCE WITH SPEC SECTION 33 39 70. CHANNEL WIDTH SHALL BE 36" TALL. SHOP DRAWINGS SHALL BE SUBMITTED TO THE CITY FOR REVIEW PRIOR TO FABRICATION OF THE STOP LOGS AND FRAMES IN ACCORDANCE WITH SPEC SECTION 33 39 70.
7. STOP LOGS SHOULD BE STORED ON LIFT STATION SITE FOR CITY USE.



SECTION VIEW
JUNCTION STRUCTURE
SCALE: 3/8" = 1'

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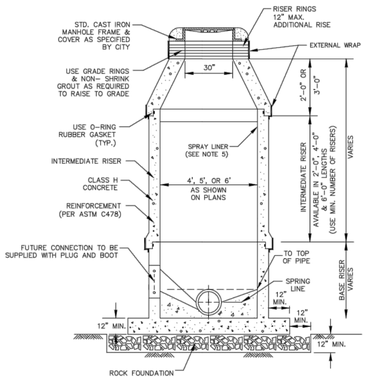
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
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VOLUME 1

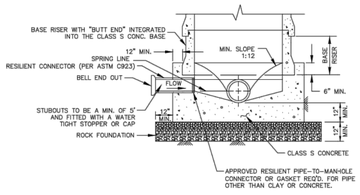
JUNCTION STRUCTURE
PLAN AND SECTION

DATE:	MARCH 2025
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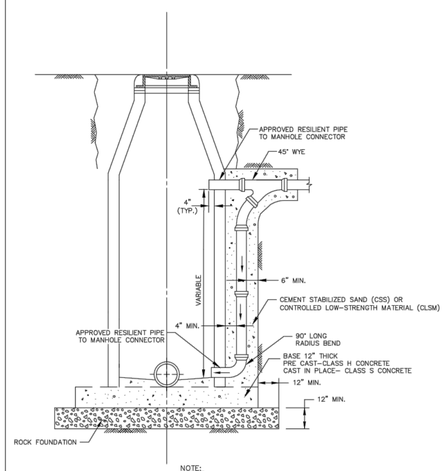
CAST-IN-PLACE BASE

NOTES:

1. USE TRAFFIC RATED CASTINGS IN PAVED AREAS.
2. FIRST MAIN LINE JOINT TO BE 5' MIN. IN LENGTH.
3. USE APPROVED GASKET OR SEALANT MATERIAL ON ALL JOINTS AND GRADE RINGS.
4. ALL NON-SHRINK GROUT TO BE CLASS "D".
5. LINER BY CITY APPROVED MANHOLE LINING COMPANIES ONLY PER SECTION 33 01 40.
6. PRECAST MANHOLES REQUIRE A 360° EXTERNAL WRAP AT JOINT CONNECTIONS PER SECTION 33 05 62.
7. GRADE RING MATERIAL PER SECTION 33 05 81.

PRE-CAST MANHOLE WITH LINING

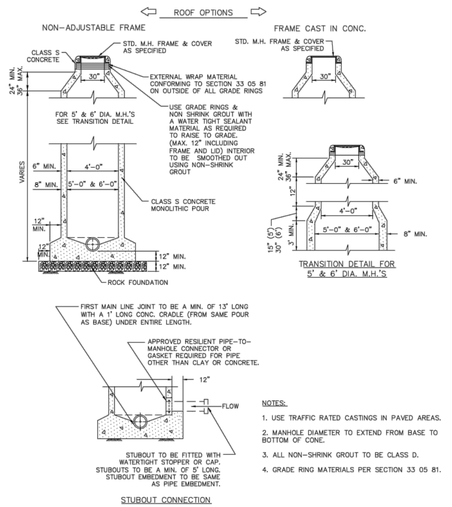
S101



NOTE:
USE TRAFFIC RATED CASTINGS IN PAVED AREAS

DROP MANHOLE

S102



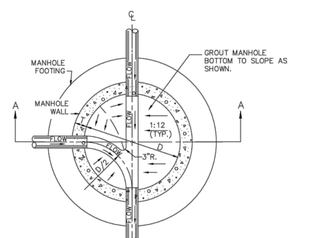
NOTES:

1. USE TRAFFIC RATED CASTINGS IN PAVED AREAS.
2. MANHOLE DIAMETER TO EXTEND FROM BASE TO BOTTOM OF CONE.
3. ALL NON-SHRINK GROUT TO BE CLASS D.
4. GRADE RING MATERIALS PER SECTION 33 05 81.

STUBOUT CONNECTION

CAST-IN-PLACE MANHOLE

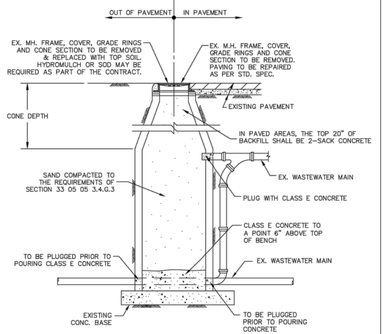
S103



NOTE:
REFER TO MANHOLE STANDARD DRAWINGS FOR ADDITIONAL DETAIL OF MANHOLE

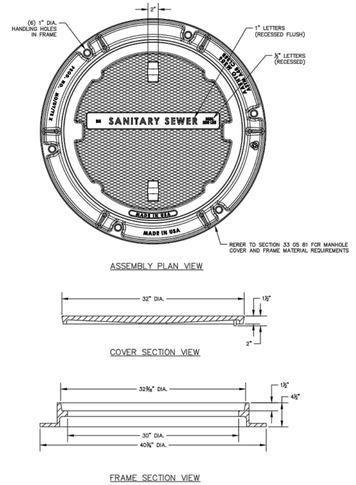
SEWERLINE INTERSECTION

S104



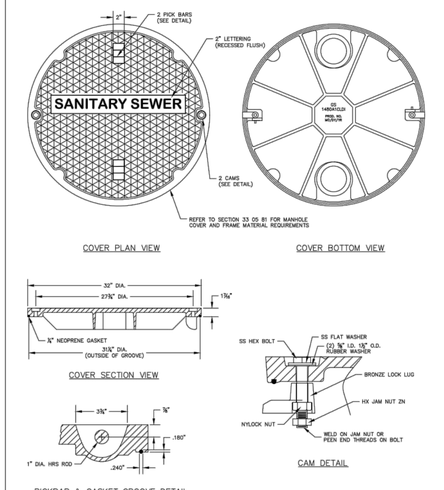
ABANDONMENT OF MANHOLE

S105



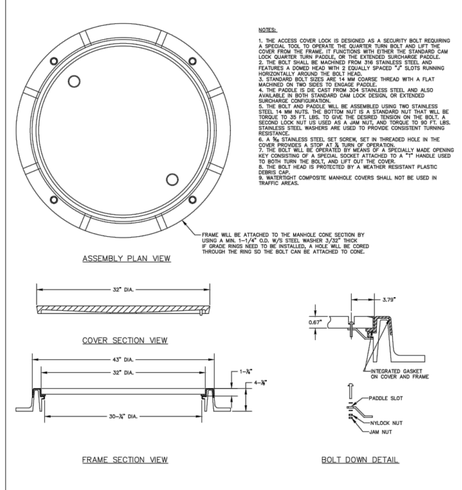
MANHOLE FRAME AND COVER

S106A



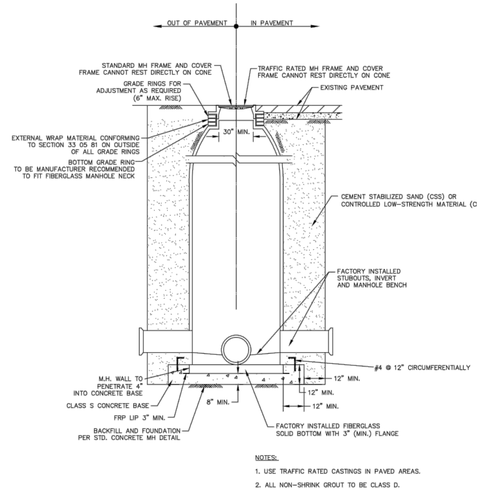
WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET

S106B



COMPOSITE WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET

S106C



NOTES:

1. USE TRAFFIC RATED CASTINGS IN PAVED AREAS.
2. ALL NON-SHRINK GROUT TO BE CLASS D.
3. CONCRETE BENCH OR INVERT IS NOT ALLOWED.

FIBERGLASS MANHOLE WITH STUBOUTS

S107B

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
PATH S:\Water Engineering\Engr\Design\Standard Details\wastewater details\Wastewater Detail Sheet 1-3.dwg		

CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

WASTEWATER DETAILS

DATE
JUL. 2024

SHEET No.
5 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
JOSEPH A. CARLSON
103233
LICENSED PROFESSIONAL ENGINEER

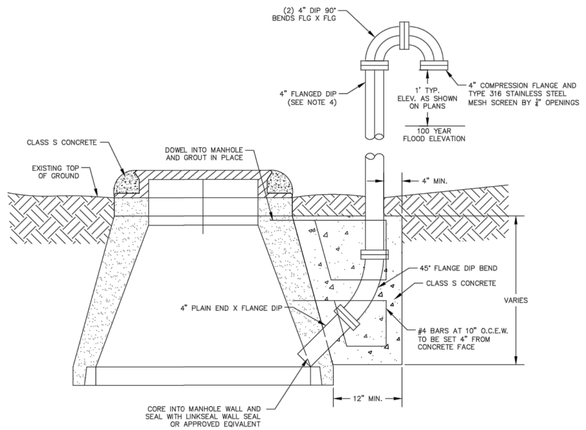
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

STANDARD SEWER DETAILS I

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
33

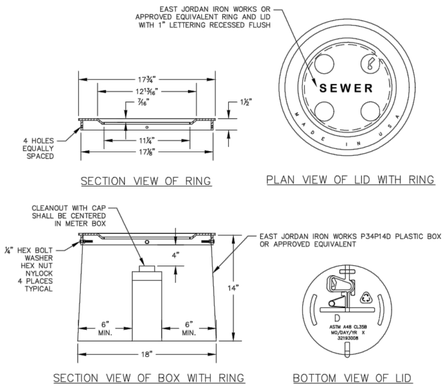
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NOTES:
1. DUCTILE IRON PIPE AND FITTINGS SHALL HAVE 40 MIL POLYETHYLENE INTERIOR COATING.
2. ALL BOLTS AND NUTS TO BE TYPE 316 STAINLESS STEEL.
3. FINISH COATING
   A. WIRE BRUSH TO REMOVE ALL DIRT AND CONC. AND TO ROUGH UP FINISH
   B. APPLY ONE PRIME COAT OF TNEMEC SERIES 37 CHEM PRIME (GRAY) TO 3 MILS DRY THICKNESS. GIVE SPECIAL ATTENTION AND SECOND COAT TO CORNERS AND BOLTS.
   C. APPLY ONE FINISH COAT OF TNEMEC SERIES 48-38 ALKYD ALUMINUM TO 2 MILS DRY THICKNESS.
4. VENT PIPES TALLER THAN 6' TO BE 6" DUCTILE IRON PIPE AND FITTINGS.
5. REFLECTIVE TAPE TO BE PLACED ON VENT 4.25 FEET ABOVE FINAL GRADE.

VENT MANHOLE

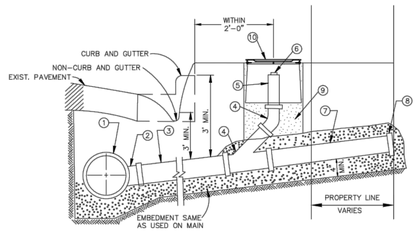
S108



18" X 14" PLASTIC BOX WITH SEWER LID

S201

KEY:
1. WASTEWATER MAIN
2. WYE
3. WASTEWATER LATERAL (LENGTH VARIES)
4. WYE AND 45° BEND FOR RISER
5. STACK (LENGTH VARIES)
6. WASTEWATER LATERAL CLEANOUT CAP
7. WASTEWATER LATERAL (LENGTH VARIES)
8. END CAP AT EASEMENT LINE OR PROPERTY LINE
9. NATURAL FILL COMPACTED TO 95% STANDARD PROCTOR DENSITY
10. 18" X 14" PLASTIC BOX WITH SEWER LID

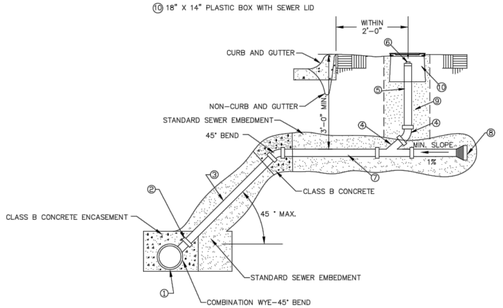


NOTES:
1. SERVICE TO BE INSTALLED IN ACCORDANCE WITH CITY OF DENTON SPEC. SECTION 33 31 16.
2. SIZE OF SERVICE LINE PIPING AND FITTINGS PER PLANS OR CITY OF DENTON WATER & WASTEWATER CRITERIA MANUAL.
3. SLOPE OF LATERAL TO BE 2% MINIMUM UNLESS INSTRUCTED OTHERWISE BY CITY.
4. VERTICAL BENDS (22.5° MAX.) MAY BE USED TO CLEAR UNDERGROUND CONFLICTS
5. THE MAINLINE LATERAL CONNECTION TO AN EXISTING PRIVATE BUILDING LATERAL SHALL BE AS CLOSE TO THE PROPERTY LINE AS POSSIBLE.
6. INSTALL STOPPER OR CAP AT PROPERTY OR EASEMENT LINE IF BUILDING LATERAL DOES NOT EXIST.
7. THE CLEANOUT MAY NOT BE PLACED IN VEHICLE TRAFFIC AREAS, OR SIDEWALK WITHOUT APPROVAL BY THE WASTEWATER DEPARTMENT.
8. FOR PAVED AREAS, A CAST IRON STACK AND CLEANOUT SHALL BE USED IN PLACE OF PVC PIPE, FITTINGS AND PLASTIC BOX. THE CAST IRON STACK AND CLEANOUT SHALL EXTEND THROUGH THE ENTIRE DEPTH OF THE PAVEMENT AND CONFORM TO ASTM A48 CLASS 35B STANDARDS.
9. THE CLEANOUT SHALL BE CENTERED IN PLASTIC BOX.
10. CENTER OF CLEANOUT TO BE LOCATED NO FURTHER THAN 2'-0" BEHIND BACK OF CURB. FOR UNCURBED STREETS, CLEANOUT TO BE LOCATED OUTSIDE OF THE DRAINAGE DITCH.
11. PLUMBERS NOT ALLOWED TO CONNECT TO STACK, ONLY TO THE BOTTOM OF WYE.
12. AN "S" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED GREEN.

SANITARY SEWER SERVICE WITH SINGLE CLEANOUT

S403

KEY:
1. WASTEWATER MAIN
2. WYE
3. WASTEWATER LATERAL (LENGTH VARIES)
4. WYE AND 45° BEND FOR RISER
5. STACK (LENGTH VARIES)
6. WASTEWATER LATERAL CLEANOUT CAP
7. WASTEWATER LATERAL (LENGTH VARIES)
8. END CAP AT EASEMENT LINE OR PROPERTY LINE
9. NATURAL FILL COMPACTED TO 95% STANDARD PROCTOR DENSITY
10. 18" X 14" PLASTIC BOX WITH SEWER LID



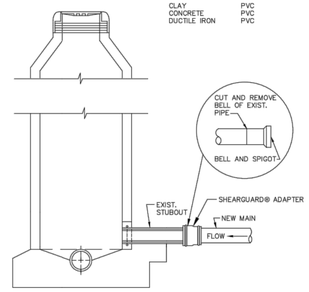
NOTES:
1. SERVICE TO BE INSTALLED IN ACCORDANCE WITH CITY OF DENTON SPEC. SECTION 33 31 16.
2. SIZE OF SERVICE LINE PIPING AND FITTINGS PER PLANS OR CITY OF DENTON WATER & WASTEWATER CRITERIA MANUAL.
3. SLOPE OF LATERAL TO BE 2% MINIMUM UNLESS INSTRUCTED OTHERWISE BY CITY.
4. VERTICAL BENDS (22.5° MAX.) MAY BE USED TO CLEAR UNDERGROUND CONFLICTS
5. THE MAINLINE LATERAL CONNECTION TO AN EXISTING PRIVATE BUILDING LATERAL SHALL BE AS CLOSE TO THE PROPERTY LINE AS POSSIBLE.
6. INSTALL STOPPER OR CAP AT PROPERTY OR EASEMENT LINE IF BUILDING LATERAL DOES NOT EXIST.
7. THE CLEANOUT MAY NOT BE PLACED IN VEHICLE TRAFFIC AREAS, OR SIDEWALK WITHOUT APPROVAL BY THE WASTEWATER DEPARTMENT.
8. FOR PAVED AREAS, A CAST IRON STACK AND CLEANOUT SHALL BE USED IN PLACE OF PVC PIPE, FITTINGS AND PLASTIC BOX. THE CAST IRON STACK AND CLEANOUT SHALL EXTEND THROUGH THE ENTIRE DEPTH OF THE PAVEMENT AND CONFORM TO ASTM A48 CLASS 35B STANDARDS.
9. CONNECTION FITTING TO MAIN TO BE ENCASED IN CLASS B CONCRETE.
10. THE CLEANOUT SHALL BE CENTERED IN PLASTIC BOX.
11. CENTER OF CLEANOUT TO BE LOCATED NO FURTHER THAN 2'-0" BEHIND BACK OF CURB. FOR UNCURBED STREETS, CLEANOUT TO BE LOCATED OUTSIDE OF THE DRAINAGE DITCH.
12. PLUMBERS NOT ALLOWED TO CONNECT TO STACK, ONLY TO THE BOTTOM OF WYE.
13. AN "S" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED GREEN.

SANITARY SEWER SERVICE WITH SINGLE CLEANOUT 12' DEEP OR GREATER

S404

NOTES:
1. THIS DETAIL IS ONLY FOR USE WHEN NEW MAIN WILL NOT MATE WITH EXISTING STUBOUT JOINT DUE TO DIFFERENT DIMENSIONS OR MATERIALS.
2. DETAIL ONLY APPLICABLE FOR PIPE SIZES 12" OR LESS.
3. FOR THE FOLLOWING CONNECTION TYPES:

EXISTING	NEW
CLAY	PVC
CONCRETE	PVC
DUCTILE IRON	PVC



SANITARY SEWER MAIN TIE-IN WITH STUBOUT OF DISSIMILAR SIZE OR TYPE

S405

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

WASTEWATER DETAILS

DATE
JUL. 2024

SHEET No.
6 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
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Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

STATE OF TEXAS — JOSEPH R. ANDERSON — 133301 — LICENSED PROFESSIONAL ENGINEER — 03/17/2025

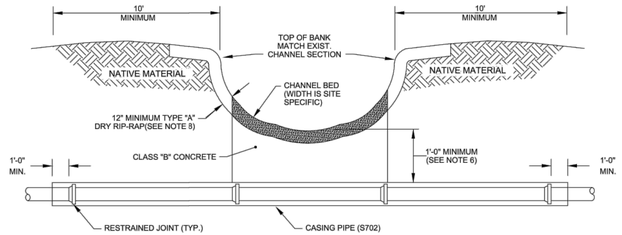
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

STANDARD SEWER DETAILS II

DATE:	MARCH 2025		
DESIGN:	CPI		
DRAWN:	NDCH		
CHECKED:	JRA		
KHA NO.:	061024063		

SHEET
34

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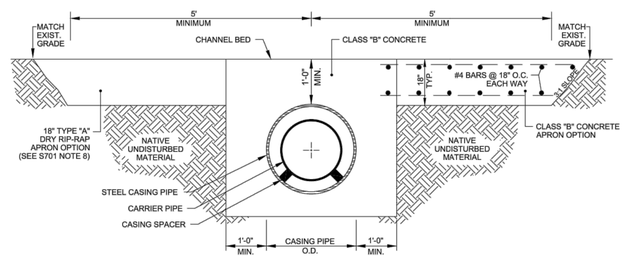


NOTES:

1. CROSSING RAMPS (10' WIDE) SHALL BE PROVIDED ON BOTH SIDES OF THE CHANNEL FOR A MOVING TRACTOR TO NAVIGATE.
2. A STORM WATER EROSION CONTROL AND POLLUTION PREVENTION PLAN MUST BE DESIGNED AND IMPLEMENTED TO MITIGATE THE IMPACT OF CONSTRUCTION ACTIVITIES ON THE FEATURE BEING CROSSED.
3. PIPE SHOULD BE FULLY RESTRAINED AND PRESSURE RATED AS DETERMINED BY THE ENGINEER.
4. ACCESS TO THE BANKS ON EITHER SIDE OF THE CROSSING MUST BE AVAILABLE AS WELL AS ADEQUATE ROOM FOR ASSEMBLY AND EQUIPMENT. BANK GRADE AND STABILITY MUST BE ADEQUATE. A GEOTECHNICAL ENGINEER SHOULD BE CONSULTED TO ASSIST WITH BANK ANALYSIS AND STREAM BED ANALYSIS TO PROVIDE ADDITIONAL DATA AND RECOMMENDATIONS ON THE VIABILITY OF OPEN-CUT VS TRENCHLESS CROSSINGS.
5. PIPE USED FOR LOW WATER CROSSINGS SHALL BE RESTRAINED FOR A MINIMUM OF 20 FT BEYOND TOP OF BANK ON EACH SIDE OF CREEK.
6. CASING PIPE IS REQUIRED WHEN DEPTH OF COVER IS LESS THAN 3 FT.
7. PLACE STONE RIP-RAP A MINIMUM OF 5 FT UPSTREAM & 5 FT DOWNSTREAM FROM CENTERLINE OF PIPE ALONG LOW WATER CROSSING BED.
8. STONES SHALL WEIGH BETWEEN 50 LBS & 150 LBS EACH, AND AT LEAST 60% SHALL WEIGH MORE THAN 100 LBS.
9. REFER TO STEEL CASING DETAIL FOR ADDITIONAL PIPE INFORMATION.
10. CHANNEL BED SHALL BE A CLASS B CONCRETE APRON OF TYPE "A" DRY RIP-RAP PER PLANS.

LOW WATER CHANNEL CROSSING DETAIL SECTION I

S701

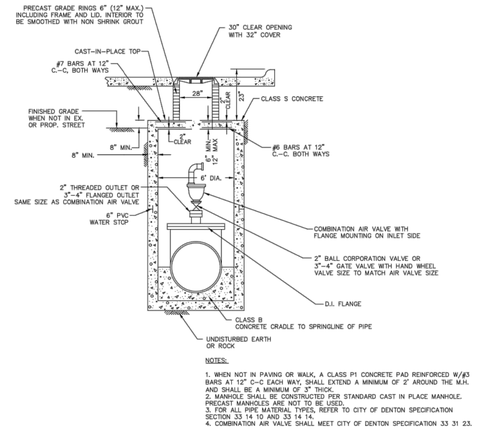


NOTES:

1. RIP-RAP OR CONCRETE IN ACCORDANCE WITH THE DRAWINGS.
2. APRON & PIPE TRENCH MUST HAVE A CONSTANT UPSTREAM TO DOWNSTREAM SLOPE TO MATCH PRE-CONSTRUCTION CHANNEL BED.
3. FOR CARRIER PIPE LESS THAN 36".
4. REFER TO STEEL CASING DETAIL FOR ADDITIONAL PIPE INFORMATION.

LOW WATER CHANNEL CROSSING DETAIL SECTION II

S702



NOTES:

1. WHEN NOT IN PAVING OR WALK, A CLASS P1 CONCRETE PAD REINFORCED W/#3 BARS AT 12" C-C EACH WAY, SHALL EXTEND A MINIMUM OF 2' AROUND THE M.H. AND SHALL BE A MINIMUM OF 3" THICK.
2. MANHOLE SHALL BE CONSTRUCTED PER STANDARD CAST IN PLACE MANHOLE. PRECAST MANHOLES ARE NOT TO BE USED.
3. FOR ALL PIPE MATERIAL TYPES, REFER TO CITY OF DENTON SPECIFICATION SECTION 33 14 10 AND 33 14 14.
4. COMBINATION AIR VALVE SHALL MEET CITY OF DENTON SPECIFICATION 33 31 23.

COMBINATION AIR VALVE 2" TO 4" DIA. VALVES FOR SEWER FORCE MAINS

S803

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

WASTEWATER DETAILS

DATE
JUL. 2024

SHEET No.
7 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

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Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
CHRISTOPHER P. IOU
123045
LICENSED
PROFESSIONAL
ENGINEER

CITY OF DENTON

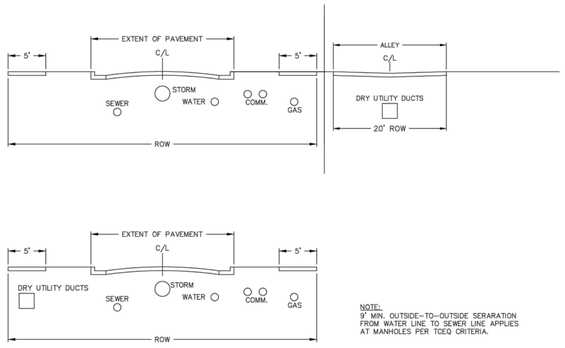
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

STANDARD SEWER DETAILS III

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
35

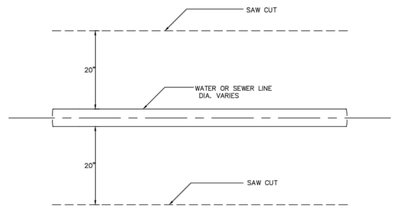
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NOTE:
9' MIN. OUTSIDE-TO-OUTSIDE SEPARATION FROM WATER LINE TO SEWER LINE APPLIES AT MANHOLES PER TCEQ CRITERIA.

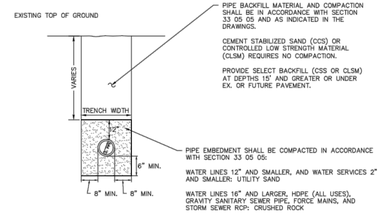
TYPICAL UTILITY PLACEMENTS

U101



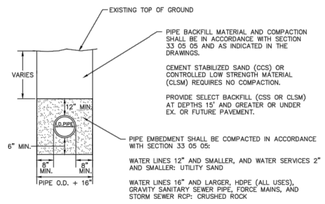
TYPICAL SAW-CUT

U102



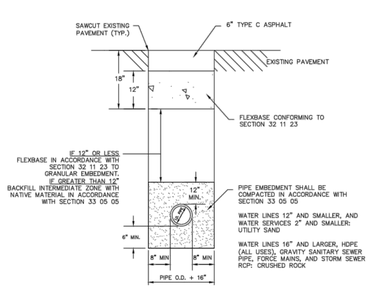
PROPOSED PAVEMENT TRENCH

U201



UNPAVED TRENCH

U202

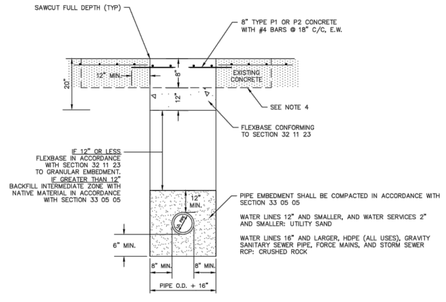


NOTES:

1. FLEXBASE SHALL BE INSTALLED TO THE TOP OF THE EXISTING PAVEMENT IMMEDIATELY AFTER BACKFILL COMPACTION IS COMPLETED. PERMANENT PAVEMENT REPAIR SHALL BE COMPLETED WITHIN 30 DAYS OF INITIAL FLEXBASE INSTALL ACTION.

EXISTING PAVEMENT TRENCH AND REPAIR ASPHALT

U203A

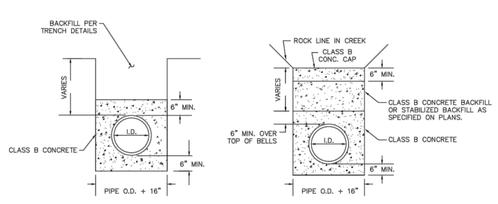


NOTES:

1. FLEXBASE SHALL BE INSTALLED TO THE TOP OF THE EXISTING PAVEMENT IMMEDIATELY AFTER BACKFILL COMPACTION IS COMPLETED. PERMANENT PAVEMENT REPAIR SHALL BE COMPLETED WITHIN 30 DAYS OF INITIAL FLEXBASE INSTALL ACTION.
2. CONCRETE REMOVAL SHALL BE COMPLETED ACCORDING TO SECTION 02 41 15.
3. #4 DOWELS SHALL BE DRILLED INTO EXISTING CONCRETE PAVEMENT AT A MINIMUM OF 12" & EPOXY COATED AT 18" INTERVALS.
4. CONCRETE PAVEMENT REPLACEMENT SHALL BE THE ENTIRE PANEL UNLESS OTHERWISE INDICATED ON THE PLANS.

EXISTING PAVEMENT TRENCH AND REPAIR CONCRETE

U203C



TYPICAL INSTALLATION

INSTALLATION IN DITCHES AND CREEKS

CONCRETE ENCASEMENT FOR UTILITY LINES

U204

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

WATER/WASTEWATER SHARED DETAILS

DATE
JUL. 2024

SHEET No.
8 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
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Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6611

No.	Revision	By	Date

STATE OF TEXAS
JAMES R. CLARK
124054
LICENSED PROFESSIONAL ENGINEER
05/17/2025

CITY OF DENTON

CITY OF DENTON

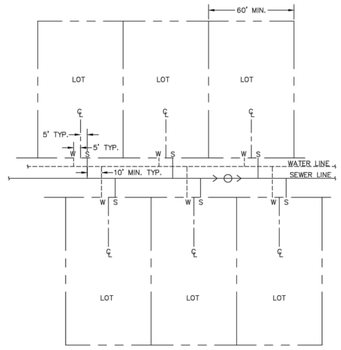
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

STANDARD SEWER DETAILS IV

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
36

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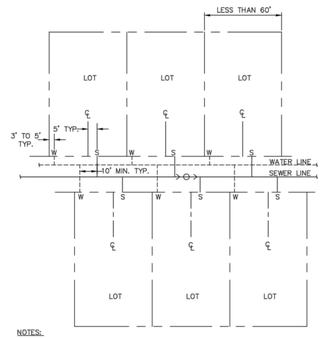
NOTES:

1. WATER METERS PLACED IN UNPAVED PUBLIC R.O.W. OR UTILITY EASEMENT.

2. IF WIDTH OF LOT IS LESS THAN 60' WIDE, USE DETAIL U206B.

TYPICAL SERVICE LINE LAYOUT

U206A



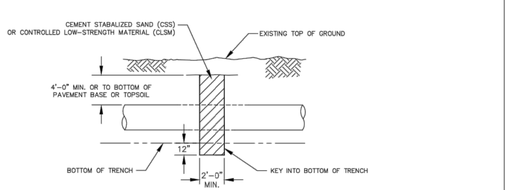
NOTES:

1. WATER METERS PLACED IN UNPAVED PUBLIC R.O.W. OR UTILITY EASEMENT.

2. IF WIDTH OF LOT IS 60' OR GREATER, USE DETAIL U206A.

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

U206B



NOTES:

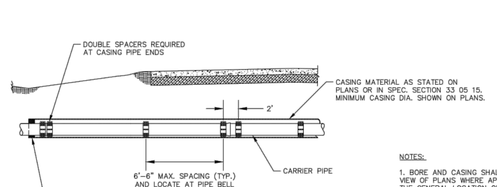
1. TRENCH DAM SHALL SPAN THE FULL WIDTH OF THE TRENCH.

2. CLSM PER SECTION 03 34 13.

3. SEE PLAN AND PROFILE SHEETS FOR LOCATION OF TRENCH DAMS.

TRENCH DAM

U207



NOTES:

1. BORE AND CASING SHALL BE INSTALLED AS SHOWN IN PROFILE VIEW OF PLANS WHERE APPLICABLE. THIS DETAIL ILLUSTRATES THE GENERAL LOCATION OF CASING SPACERS FOR SUPPORTING CARRIER PIPE AND GROUTING ENDS OF CASING PIPE.

2. FOR PRESSURIZED PIPE, ALL INTERIOR JOINTS SHALL BE RESTRAINED PER SECTION 33 05 15. NO RESTRAINT IS REQUIRED FOR NON-PRESSURIZED PIPE.

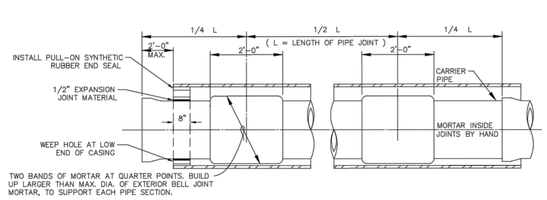
3. CASING SPACERS SHALL CONFORM TO REQUIREMENTS OF SECTION 33 05 15.

4. CARRIER PIPE INSTALLATION PER SECTION 33 05 15.

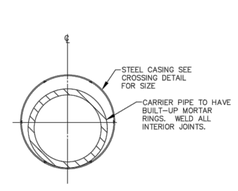
5. ANNULAR GROUTING, IF REQUIRED, SHALL BE ACCORDING TO SECTION 33 05 15.

INSTALLATION IN STEEL CASING OR LINER PLATE FOR PVC AND DIP

U208A



SIDE VIEW



END VIEW

INSTALLATION IN STEEL CASING FOR CONCRETE PRESSURE PIPE BAR-WRAPPED STEEL CYLINDER TYPE

U208B

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
PATH S:\Water Engineering\Engr\Design\Standard Details\water-wastewater shared drawings\Water-Wastewater Sht1-2.dwg		

CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS
WATER/WASTEWATER SHARED DETAILS

DATE
JUL. 2024

SHEET No.
9 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. JOHNSON
120645
LICENSED PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

STANDARD SEWER DETAILS V

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
37

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NCTCOG DIVISION 1000
EROSION & SEDIMENT CONTROL
TABLE OF CONTENTS

Drawing #	*Subject*	*Section I: Item #*
1020A	Silt Fence	202.5
1020B	Silt Fence, General Notes	202.5
1030A	Interceptor Swale	202.6
1030B	Interceptor Swale, General Notes	202.6
1040A	Diversion Dike	202.7
1040B	Diversion Dike with Swale	202.7
1040C	Diversion Dike, General Notes	202.7
1050A	Triangular Sediment Filter Dike	202.8
1050B	Triangular Sediment Filter Dike, General Notes	202.8
1060A	Rock Check Dam	202.9
1060B	Rock Check Dam, General Notes	202.9
1070A	Stabilized Construction Exit	202.11
1070B	Stabilized Construction Exit, General Notes	202.11
1080A	Sack Gabion Check Dams	N/A
1090	Filter Tube Check Dam	202.10
	Sediment Trap	
1100A	Excavated Stone Outlet Sediment Trap	202.12
1100B	Excavated Stone Outlet Sediment Trap, General Notes	202.12
1110	Bermed Stone Outlet Trap	202.12
1120	Sediment Basin with Overflow Riser	N/A
1130A	Pipe Slope Drain	202.13
1130B	Pipe Slope Drain, General Notes	202.13
1140	Filter Tube Curb Inlet Protection	202.14
1150A	Wire Weir Curb Inlet Protection	202.14
1150B	Wire Weir Curb Inlet Protection General Notes	202.14
1160	Curb Rock Sock On-Grade Curb Inlet Protection	202.14

NOTES:

1. THE CITY IS ADOPTING USE OF THE NCTCOG EROSION AND SEDIMENTATION STANDARD DETAIL DRAWINGS REFERENCED IN THE TABLE ABOVE. THE DRAWINGS CAN BE FOUND IN THE AMENDED 5TH EDITION OF THE NCTCOG SPECIFICATIONS, AUGUST 2023.
2. MODIFICATIONS TO THE ABOVE REFERENCED DRAWINGS MAY BE CONSIDERED FOR INDIVIDUAL PROJECTS UPON SUBMITTAL BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS AND SUPPORTING DOCUMENTATION AS TO WHY THE MODIFICATION IS BEING REQUESTED.

TXDOT EROSION CONTROL
DETAILS

TABLE OF CONTENTS

Drawing #	*Name*
EC(1)-16	Fence and Vertical Tracking
EC(2)-16	Rock Filter Dams
EC(3)-16	Construction Exits
EC(4)-16	Dikes
EC(5)-16	Swales
EC(6)-16	Sediment Basins and Traps
EC(7)-16	Temporary Pipe Slope Drains
EC(8)-16	Temporary Paved Flumes
EC(9)-16	Erosion Control Log

NOTE:

THE CITY WILL ALLOW THE USE OF THE TXDOT EROSION CONTROL DRAWINGS REFERENCED IN THE TABLE ABOVE FOR LINEAR CONSTRUCTION PROJECTS IN PLACE OF THE CORRESPONDING NCTCOG DIVISION 1000 DRAWINGS. LINEAR CONSTRUCTION PROJECTS ARE CONSTRUCTION PROJECTS WHICH ARE CONTAINED WITHIN PUBLIC RIGHT-OF-WAY OR EASEMENTS AND DO NOT ENCOMPASS MASS GRADING ON PUBLIC OR PRIVATE PROPERTY. ONLY THE JULY 1016 VERSION OF THESE DRAWINGS WILL BE ALLOWED.

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
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PROJ. ENGR.		
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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS
EROSION & SEDIMENTATION CONTROL DETAILS

DATE
JUL. 2024

SHEET No.
25 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N.T.S.

CERTIFICATION:
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Kimley»Horn
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P: 817-335-6511

No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
CHRISTOPHER P. JOY
123945
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

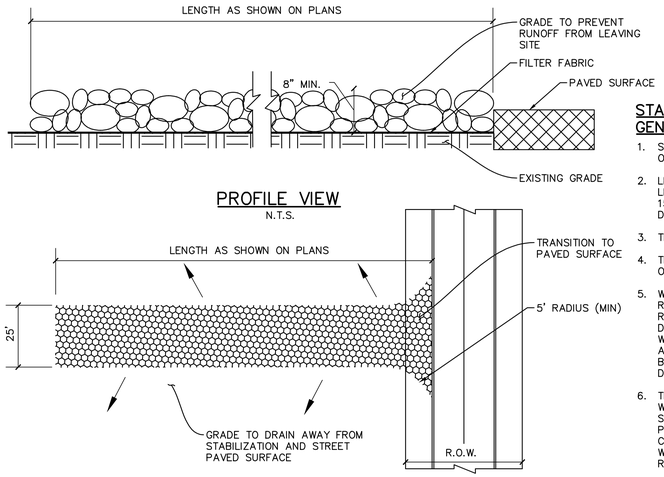
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

STANDARD SEWER DETAILS VI

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
38

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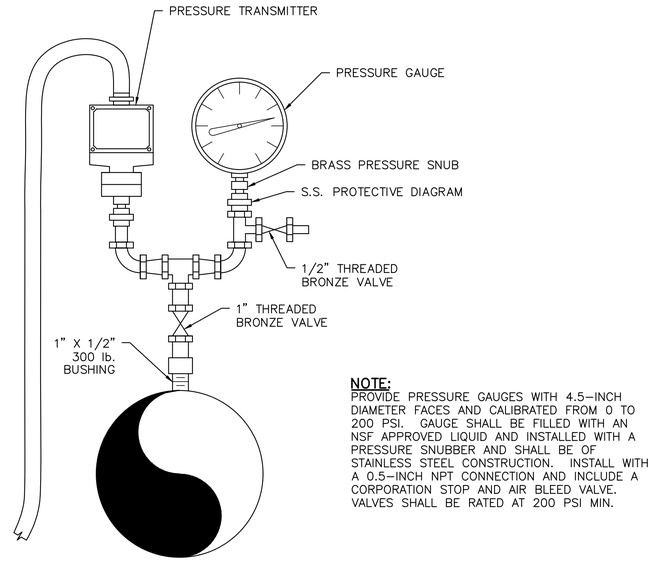


STABILIZED CONSTRUCTION ACCESS GENERAL NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED PORTLAND CEMENT CONCRETE.
2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 30 FEET FOR LOTS WHICH ARE LESS THAN 150 FEET FROM EDGE OF PAVEMENT. THE MINIMUM DEPTH IN ALL OTHER CASES SHALL BE 50 FEET.
3. THE THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

1/39 ACCESS PATH DETAIL

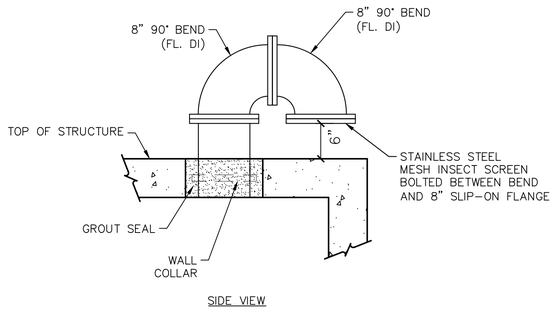
SCALE: NOT TO SCALE



NOTE:
PROVIDE PRESSURE GAUGES WITH 4.5–INCH DIAMETER FACES AND CALIBRATED FROM 0 TO 200 PSI. GAUGE SHALL BE FILLED WITH AN NSF APPROVED LIQUID AND INSTALLED WITH A PRESSURE SNUBBER AND SHALL BE OF STAINLESS STEEL CONSTRUCTION. INSTALL WITH A 0.5–INCH NPT CONNECTION AND INCLUDE A CORPORATION STOP AND AIR BLEED VALVE. VALVES SHALL BE RATED AT 200 PSI MIN.

2/39 PRESSURE GAUGE DETAIL

SCALE: NOT TO SCALE

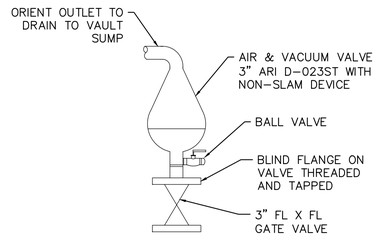


SIDE VIEW

NOTE:
1. INSTALL KITS BETWEEN DISSIMILAR METALS
2. ENSURE INSECT SCREEN ALLOWS FULL 8" ID OF AIR FLOW

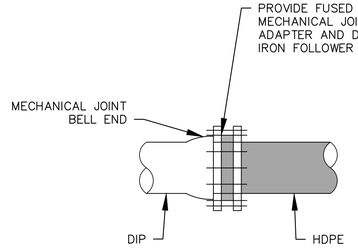
3/39 VENT PIPE DETAIL

SCALE: NOT TO SCALE



4/39 TYPICAL VALVE VAULT AIR VACUUM VALVE ASSEMBLY DETAIL

SCALE: NOT TO SCALE



NOTES:
1. POLYWRAP JOINT PER X
2. MECHANICAL JOINT ADAPTER SHALL HAVE AN INTEGRAL STAINLESS STEEL STIFFENER. ISCO OR ENGINEER APPROVED EQUIVALENT.
3. MEGA–LUGS AND PLAIN–END HDPE PIPE ARE NOT AN ACCEPTABLE ALTERNATIVE.

5/39 DIP TO HDPE FORCE MAIN TRANSITION DETAIL

SCALE: NOT TO SCALE

Kimley»Horn
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P: 817-335-6511

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. LOO
124645
LICENSED PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

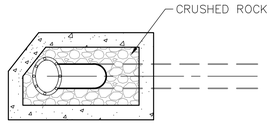
SEWER DETAILS I

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

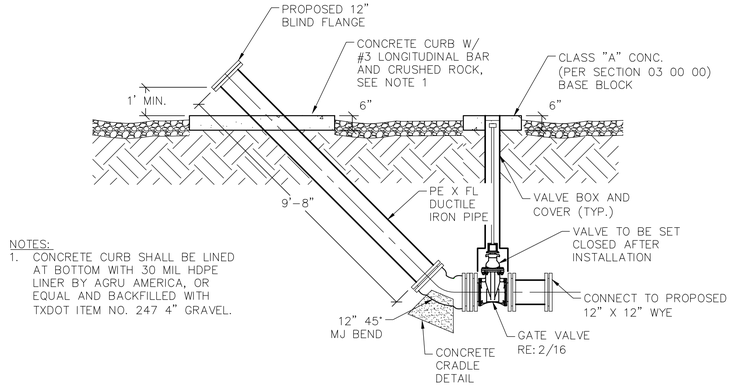
SHEET

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PLAN VIEW

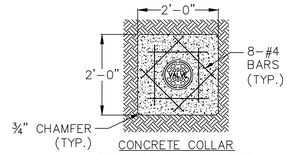


NOTES:
1. CONCRETE CURB SHALL BE LINED AT BOTTOM WITH 30 MIL HDPE LINER BY AGRU AMERICA, OR EQUAL AND BACKFILLED WITH TXDOT ITEM NO. 247 4" GRAVEL.

SECTION VIEW

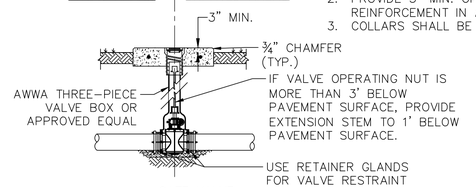
1/40 CLEANING WYE DETAIL

SCALE: NOT TO SCALE



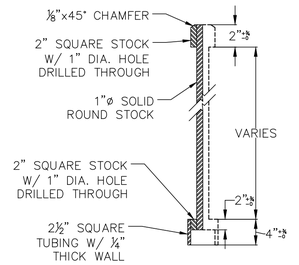
CONCRETE COLLAR (UNIMPROVED SURFACES)

PAVED AREAS UNPAVED AREAS



GATE VALVE

NOTE:
1. GATE VALVES SHALL BE RESILIENT SEATED.
2. PROVIDE 3" MIN. OF COVER OVER REINFORCEMENT IN ALL DIRECTIONS.
3. COLLARS SHALL BE 4,000 PSI CONCRETE.

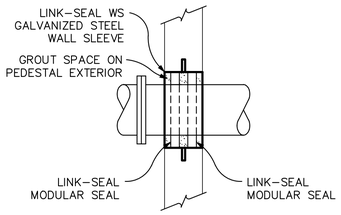


VALVE STEM EXTENSION

NOTE:
1. 1" ROUND SOLID BAR & 2" SQUARE PER ASTM A-108-81. SAE 1020, COLD DRAWN OR BETTER.
2. 2-½" SQUARE TUBING PER ASTM A-512-79, SAE 1020, COLD DRAWN OR BETTER.
3. ALL WELDS SHALL COMPLY WITH A.W.S. CODE FOR PROCEDURE, APPEARANCE AND QUALITY OF WELDS.

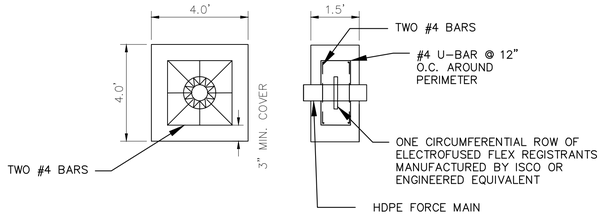
2/40 GATE VALVE DETAIL

SCALE: NOT TO SCALE



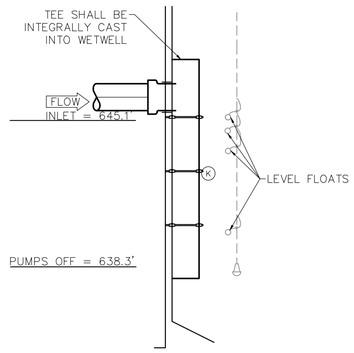
3/40 WALL PENETRATION DETAIL

SCALE: NOT TO SCALE



4/40 HDPE FORCEMAIN ANCHOR BLOCK DETAIL

SCALE: NOT TO SCALE



5/40 30" X 30" TEE STRAPPED TO WALL DETAIL

SCALE: NOT TO SCALE

Kimley»Horn
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801 Cherry St., Suite 1300 Ft. Worth, TX 76102
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No.	Revision	By	Date

STATE OF TEXAS — CHRISTOPHER P. HOLT — 120945 — LICENSED PROFESSIONAL ENGINEER — 04/17/2025

CITY OF DENTON

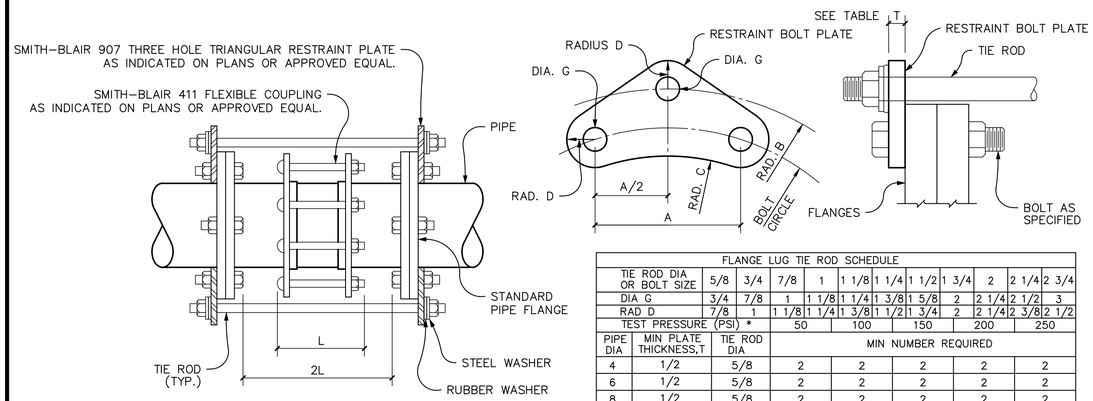
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

SEWER DETAILS II

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET 40

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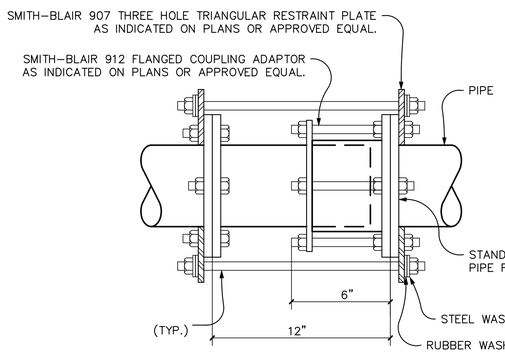
FLANGE LUG TIE ROD SCHEDULE										
TIE ROD DIA OR BOLT SIZE	5/8	3/4	7/8	1	1 1/8	1 1/4	1 1/2	1 3/4	2	2 1/4	2 1/2	2 3/4
DIA G	3/4	7/8	1	1 1/8	1 1/4	1 3/8	1 5/8	2	2 1/4	2 1/2	3	
RAD D	7/8	1	1 1/8	1 1/4	1 3/8	1 1/2	1 3/4	2	2 1/4	2 3/8	2 1/2	
TEST PRESSURE (PSI) *			50		100		150		200		250	
PIPE DIA	MIN PLATE THICKNESS,T	TIE ROD DIA	MIN NUMBER REQUIRED									
4	1/2	5/8	2	2	2	2	2					
6	1/2	5/8	2	2	2	2	2					
8	1/2	5/8	2	2	2	2	2					
12	1/2	5/8	2	2	2	2	2					

NOTES:
1. ALL DIMENSIONS IN INCHES
2. DIMENSION "A" AS REQUIRED BY FLANGE SPECIFIED.
3. RADIUS "C" EQUALS 1/2 X (BOLT CIRCLE) – D.
4. RADIUS "B" EQUALS 1/2 X (FLANGE CIRCLE) + D + 1/8".
5. INSTALL TIE ROD ASSEMBLIES SUCH THAT ALL RODS ARE EQUALLY SPACED AROUND FLANGE. ON PIPING 20–INCHES AND LARGER, RODS MAY BE GROUPED IN PAIRS BUT GROUPS MUST BE EQUALLY SPACED AROUND FLANGE. THE TOTAL NUMBER OF THE RODS SHALL BE INCREASED ABOVE THAT TABULATED AS NECESSARY TO MEET SPACING REQUIREMENTS.

* MIN. TEST PRESSURE SHALL BE 150 PSI UNLESS OTHERWISE SPECIFIED.

1/41 COUPLING ADAPTER W/ TIE RODS DETAIL

SCALE: NOT TO SCALE



FLANGE LUG TIE ROD SCHEDULE										
TIE ROD DIA OR BOLT SIZE	5/8	3/4	7/8	1	1 1/8	1 1/4	1 1/2	1 3/4	2	2 1/4	2 1/2	2 3/4
DIA G	3/4	7/8	1	1 1/8	1 1/4	1 3/8	1 5/8	2	2 1/4	2 1/2	3	
RAD D	7/8	1	1 1/8	1 1/4	1 3/8	1 1/2	1 3/4	2	2 1/4	2 3/8	2 1/2	
TEST PRESSURE (PSI) *			50		100		150		225		375	
PIPE DIA	MIN PLATE THICKNESS,T	TIE ROD DIA	MIN NUMBER REQUIRED									
4	1/2	5/8	–		–		2		2		3	
8	1/2	5/8	3		3		3		3		3	
12	1/2	5/8	3		3		3		3		5	

2/41 FLANGE COUPLING ADAPTOR W/ TIE RODS DETAIL

SCALE: NOT TO SCALE

Kimley»Horn
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No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. IVEY
120945
LICENSED
PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
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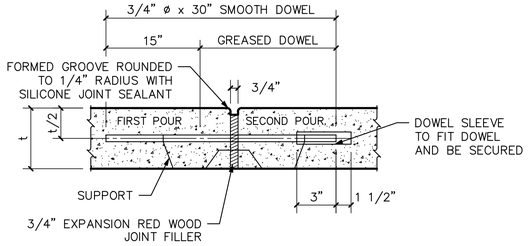
SEWER DETAILS III

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET

41

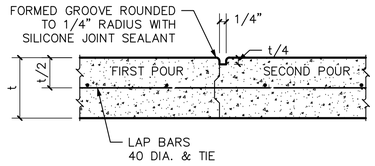
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EXPANSION JOINT

NOTE:

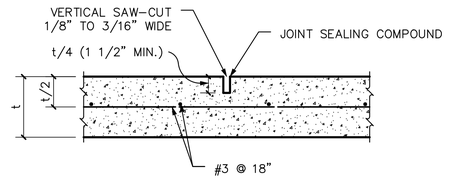
1. ALL DOWEL BARS SHALL BE INSTALLED PERPENDICULAR TO JOINT @ 18" SPACING.
2. SILICONE JOINT SEALANT SHALL BE DOW CORNING 890 SL, OR APPROVED EQUAL.
3. HOT-POURED RUBBER MAY BE USED AS A SUBSTITUTE FOR SILICONE JOINT SEALANT WITH THE APPROVAL OF THE ENGINEER.



CONSTRUCTION JOINT

1 / 42 JOINT DETAIL

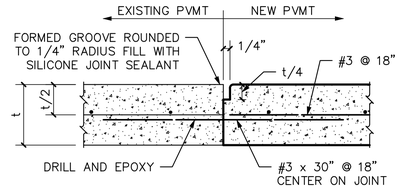
SCALE: NOT TO SCALE



SAW JOINT

NOTE:

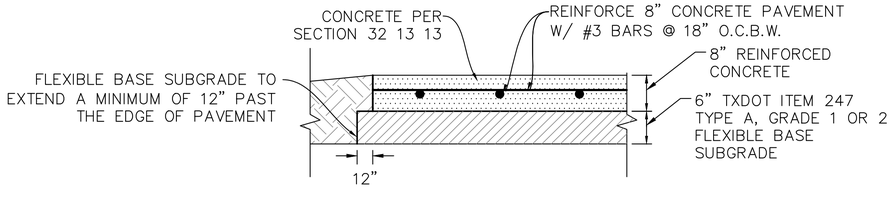
1. ALL DOWEL BARS SHALL BE INSTALLED PERPENDICULAR TO JOINT @ 18" SPACING.
2. SILICONE JOINT SEALANT SHALL BE DOW CORNING 890 SL, OR APPROVED EQUAL.
3. TOP OF CUT SHALL BE CHAMFERED @ 45° ANGLE, MINIMUM OF 1/4" DEEP.
4. HOT-POURED RUBBER MAY BE USED AS A SUBSTITUTE FOR SILICONE JOINT SEALANT WITH APPROVAL OF THE ENGINEER.



SAWED CONSTRUCTION JOINT

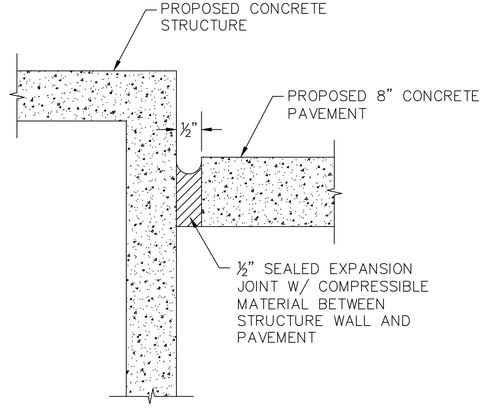
2 / 42 SAWED JOINT DETAIL

SCALE: NOT TO SCALE



3 / 42 CONCRETE PAVING SECTION DETAIL

SCALE: NOT TO SCALE



4 / 42 STRUCTURE & PAVEMENT EXPANSION JOINT DETAIL

SCALE: NOT TO SCALE

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TBPE Firm No. 928
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No.	Revision	By	Date

STATE OF TEXAS — CHRISTOPHER P. IVEY — 120945 — LICENSED PROFESSIONAL ENGINEER — 03/17/2025

CITY OF DENTON

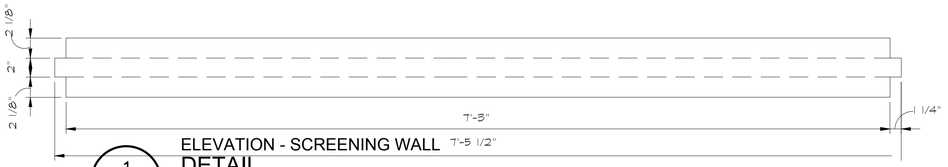
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

SEWER DETAILS IV

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET 42

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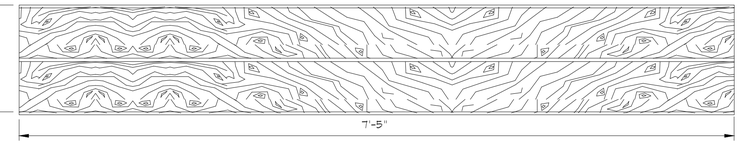
1 / 43 ELEVATION - SCREENING WALL DETAIL

SCALE: 1/2" = 1'-0"



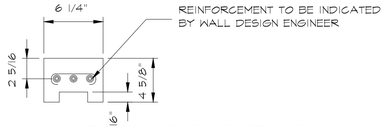
2 / 43 ELEVATION - TOP & BOTTOM RAIL DETAIL

SCALE: 1/2" = 1'-0"



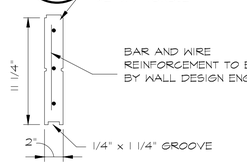
3 / 43 ELEVATION - PANEL DETAIL

SCALE: 1/2" = 1'-0"



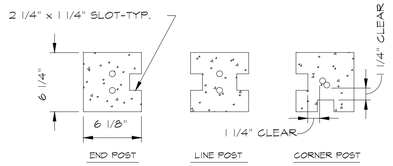
4 / 43 SECTION - TOP & BOTTOM RAIL DETAIL

SCALE: 1 1/2" = 1'-0"



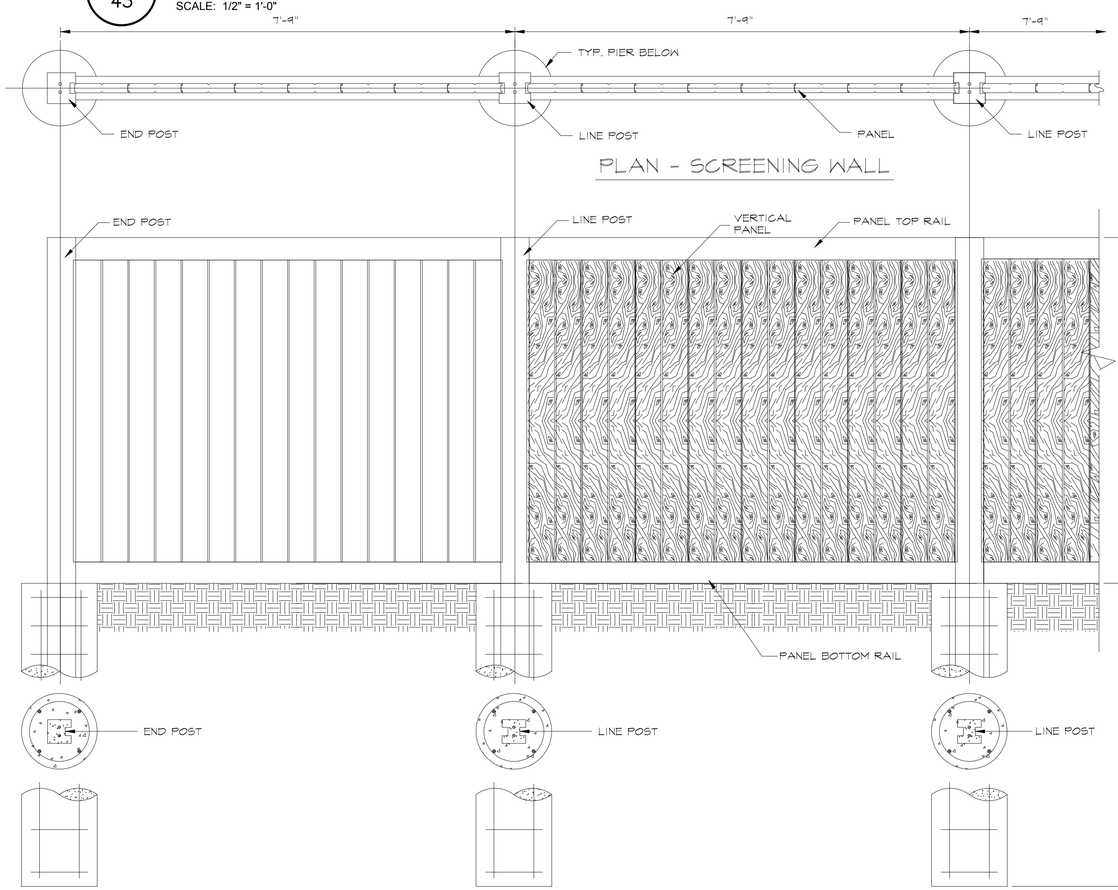
5 / 43 ELEVATION - PANEL DETAIL

SCALE: 1 1/2" = 1'-0"



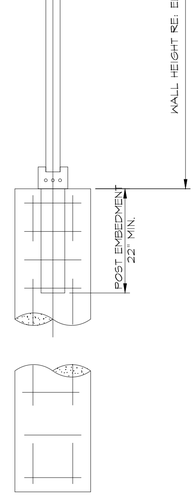
6 / 43 ELEVATION - PANEL DETAIL

SCALE: 1/2" = 1'-0"



7 / 43 ELEVATION - SCREENING WALL DETAIL

SCALE: 3/4" = 1' - 0"



7 / 43 SECTION - SCREENING WALL DETAIL

SCALE: 3/4" = 1' - 0"

NOTES:

1. DRILLED PIER FOUNDATIONS FREQUENCY AND DEPTHS FOR EACH LOCATION FOR PROPOSED SCREEN WALL SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS IN ACCORDANCE WITH THE GEOTECHNICAL REPORT MADE PART OF THESE CONTRACT DOCUMENTS ENTITLED, "GEOTECHNICAL ENGINEERING STUDY, DENTON I–35 GRAVITY SEWER AND LIFT STATION GANZER ROAD TO BARTHOLD ROAD, DENTON, TEXAS." REPORT NO. 103–23–467 BY CMJ ENGINEERING, INC. DATED AUGUST 9, 2023. PIERS SHALL NOT CONFLICT WITH UNDERGROUND PIPING.
2. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INDICATING PIER SIZE, REINFORCEMENT REQUIREMENTS, LOCATIONS AND DEPTHS IN ACCORDANCE WITH PROVIDED GEOTECHNICAL REPORT SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS.
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INDICATING REINFORCEMENT REQUIREMENTS FOR CONCRETE SCREENING WALL AND GATE SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS. GATE SHALL BE 25–FT SLIDING GATE PER SHEET 4.

SPECIFICATIONS AND NOTES:

General

1. This project has been designed in accordance with the International Building Code, 2012 Edition.
2. Wind Loads:

   Basic Wind Speed:.....115 mph
   Exposure Category:.....'B'
   Risk Category:.....1

3. Product to be manufactured by a NPCA Certified Plant.
4. Screening Wall is to be constructed entirely on the project property.
5. Should drainage be required, the bottom panel shall be raised 2"–4" above grade by means of a concrete filled "Schedule 80 PVC Pipe" placed in the groove of the respective posts.
6. Wall color "TBD" Integral Color.

Concrete

1. Concrete Materials:
   a. Concrete shall be normal weight concrete having sand and gravel or crushed stone aggregates, mixed with ASTM–C150, Type I or Type III Portland Cement to meet the minimum compressive strengths as follows:
      –panels & posts: 5000 psi @ 28 days
      –footings & piers: 2500 psi at 28 days
      –sidewalks & non–structural: 2500 psi at 28 days
   b. Water used for concrete shall be clean water and free from injurious amounts of oils, acids, alkalies, organic or other deleterious substances.
   c. All concrete permanently exposed to the weather shall contain an air–entraining admixture resulting in 3 to 6% entrained air or as recommended by the manufacturer.
2. Concrete Workmanship:
   a. Fresh poured concrete shall be tamped into place by steel rammer, slicing tools or mechanical vibrator, until concrete is thoroughly compact and without void.
   b. Make excavations for footings to undisturbed soil or to the depth noted on the drawings. Leave the bottom bearing surface clean and smooth. If footing excavations are made deeper than intended, only concrete shall be used for fill. Remove all loose material from excavations prior to concrete pour.

Reinforcements

1. Reinforcing Materials:
   a. Deformed type bars shall conform to ASTM–A 615, Grade 60, placed as shown on the drawings.
   b. Steel Reinforcing wire shall meet U.S. Steel wire gage, ASTM–A 82, fy = 70,000 psi min. Galvanized.
   c. All ties and stirrups shall conform to the requirements of ASTM–A 615, grade 40.
2. Reinforcing Workmanship:
   a. Reinforcement steel shall be fabricated in accordance with the CRSI Standard Details. Reinforcing bars shall be cold–bent only. Use of heat to bend reinforcement steel shall be cause for rejection.
   b. Reinforcement steel, bars and wire fabric shall be thoroughly cleaned before placing and again before the concrete is placed, shall be accurately positioned and secured in place. Provide standard bar chairs for all beam steel. No brick or porous materials may be used to support the steel off the ground.
   c. Install all reinforcement with the following clearances between reinforcing steel and face of concrete:
      a. Footing, pier, or beam bottom: 3"
      b. Earth–formed pier or beam sides: 2"
      c. Formed footing, pier or beam sides, exposed: 1"
      d. Precast exposed to weather: panels 3/4"; posts 1 1/4"
   d. Splices within continuous unscheduled reinforcing steel shall have a minimum lap of 30 bar diameters.

Soils

a. Pier design shall be based on the geotechnical report from CMJ Engineering Project No. 103–23–467 dated Aug. 9, 2023.

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No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
CHRISTOPHER P. JOY
103745
LICENSED PROFESSIONAL ENGINEER
Christopher P. Joy

CITY OF DENTON

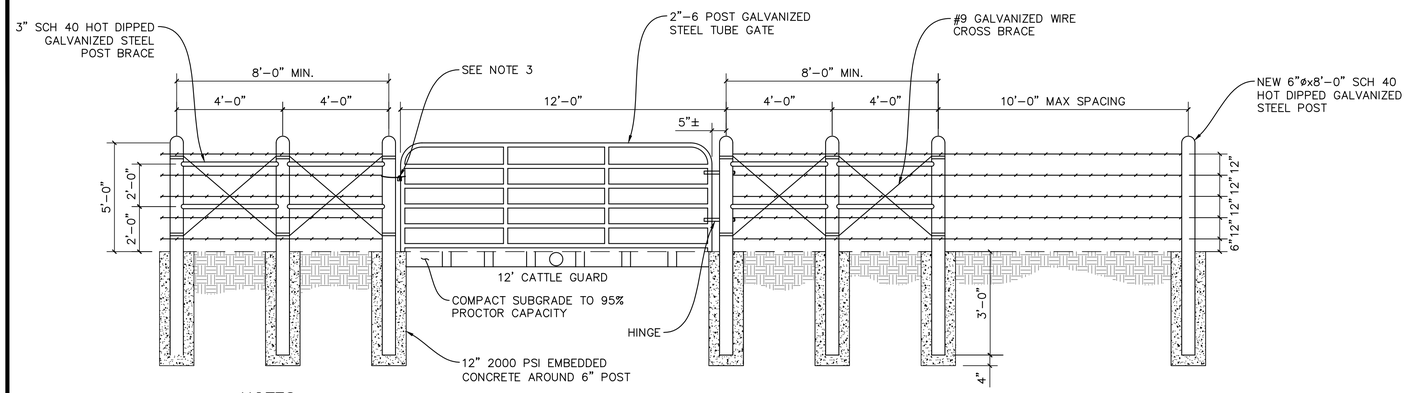
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

SEWER DETAILS V

DATE:	MARCH 2025
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DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
43

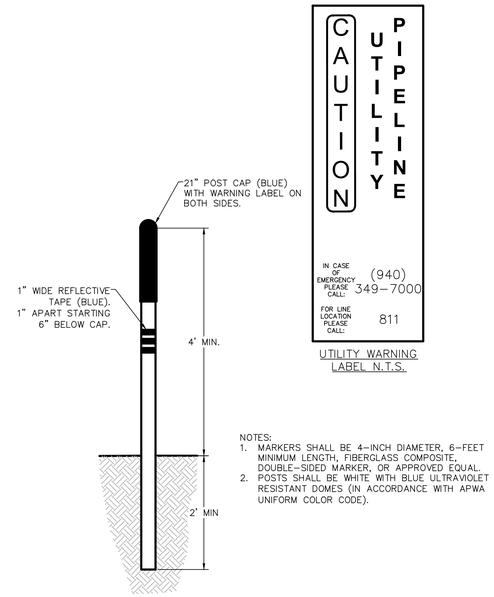
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NOTES:

1. THE DETAIL ABOVE IS FOR TEMPORARY OR PERMANENT FENCING.
2. PERMANENT GATE SHALL BE 2", 16GA., 12'x50" TUBE GATE MANUFACTURED BY TRACTOR SUPPLY CO., SKU #3603116 OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT GATE SPECS AS RECORD DATA.
3. PRESSURE TREATED WOOD POSTS (4" DIAMETER) ARE ALLOWED FOR TEMPORARY FENCE INSTALLATION.
4. TEMPORARY GATE SHALL BE 12' SWING, GALVANIZED STEEL TUBE GATE.
5. IN AREAS ADJACENT TO LIVESTOCK, TEMPORARY FENCE SHALL REMAIN IN PLACE UNTIL SEEDING HAS DEVELOPED INTO A UNIFORM STAND OF GRASS AND HAS BEEN ACCEPTED BY THE ENGINEER. FOLLOWING ACCEPTANCE, CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING TEMPORARY FENCE.
6. TEMPORARY FENCING POSTS SHALL BE SPACED AT A MAXIMUM DISTANCE OF 96' WITH "T" STEEL POSTS AT A MAXIMUM OF 12' SPACING. "T" POSTS SHALL BE EMBEDDED A MINIMUM OF 2'-3" INTO GROUND.
7. CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILING CONNECTION OF PROPOSED PERMANENT GATE TO EXISTING FENCE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

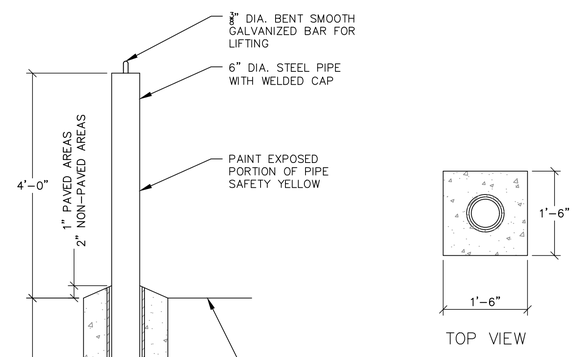
A / 44 — TEMPORARY BARBED WIRE FENCE AND PERMANENT FENCE REPAIR
SCALE: NOT TO SCALE



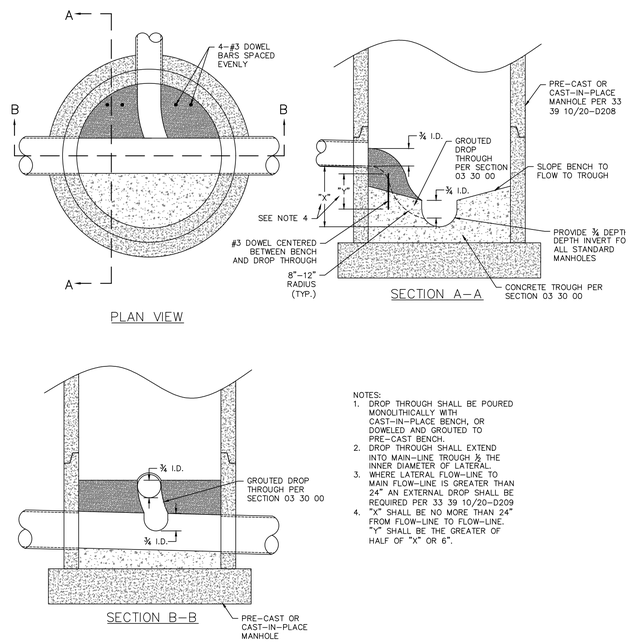
UTILITY WARNING LABEL N.T.S.

NOTES:
1. MARKERS SHALL BE 4-INCH DIAMETER, 6-FEET MINIMUM LENGTH, FIBERGLASS COMPOSITE, DOUBLE-SIDED MARKER, OR APPROVED EQUAL.
2. POSTS SHALL BE WHITE WITH BLUE ULTRAVIOLET RESISTANT DOMES (IN ACCORDANCE WITH APWA UNIFORM COLOR CODE).

B / 44 — UTILITY MARKER
SCALE: NOT TO SCALE

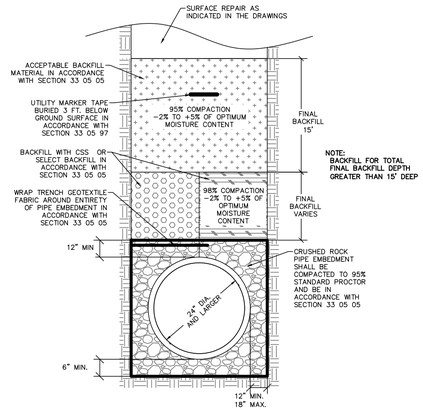


C / 44 — REMOVABLE BOLLARD
SCALE: NOT TO SCALE



NOTES:
1. DROP THROUGH SHALL BE POURED MONOLITHICALLY WITH CAST-IN-PLACE BENCH, OR DOWELED AND GROUTED TO PRE-CAST BENCH.
2. DROP THROUGH SHALL EXTEND INTO MAIN-LINE TROUGH ⅛ THE INNER DIAMETER OF LATERAL.
3. WHERE LATERAL FLOW-LINE TO MAIN FLOW-LINE IS GREATER THAN 24" AN EXTERNAL DROP SHALL BE REQUIRED PER 33 39 10/20-D209
4. "X" SHALL BE NO MORE THAN 24" FROM FLOW-LINE TO FLOW-LINE. "Y" SHALL BE THE GREATER OF HALF OF "X" OR 6".

D / 44 — HYDRAULIC SLIDE
SCALE: NOT TO SCALE



E / 44 — 24" AND LARGER SEWER LINE DEEP TRENCH
SCALE: NOT TO SCALE

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STATE OF TEXAS
CHRISTOPHER P. LOO
120948
LICENSED PROFESSIONAL ENGINEER

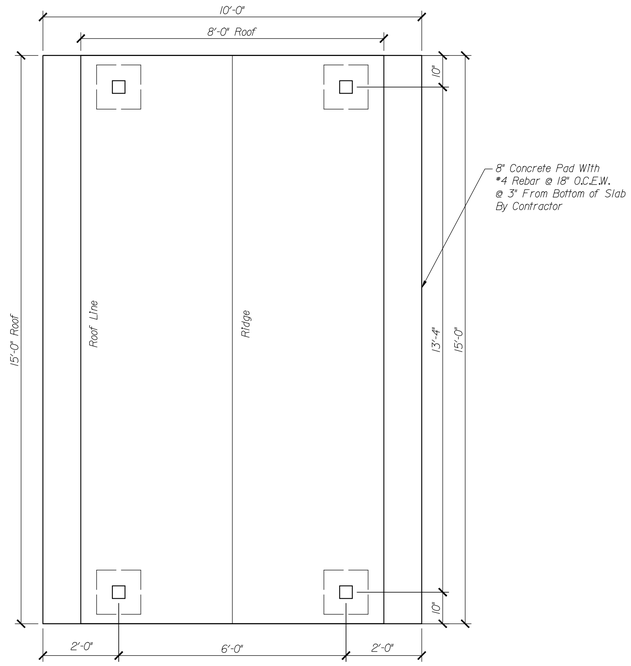
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION
VOLUME 2

CONSTRUCTION DETAILS 1

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

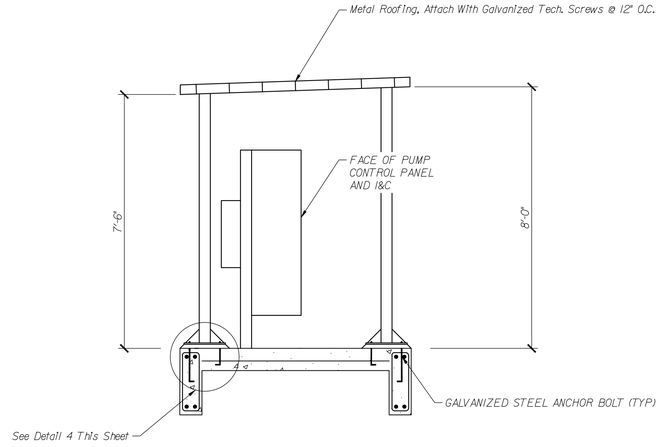
SHEET
44

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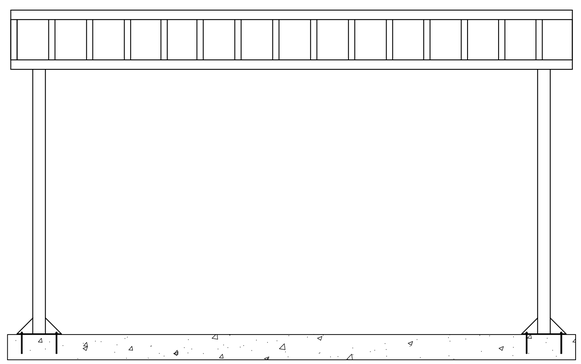
1 / 45 CONTROL SHELTER PLAN

SCALE: 1/2" = 1'-0"



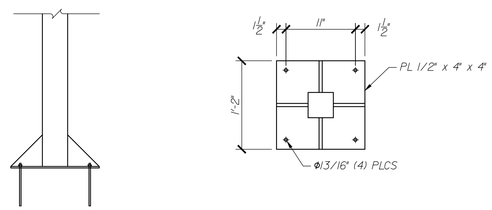
2 / 45 CONTROL SHELTER FRONT ELEVATION

SCALE: 1/2" = 1'-0"



3 / 45 CONTROL SHELTER SIDE ELEVATION

SCALE: 1/2" = 1'-0"



4 / 45 ANCHOR DETAIL

SCALE: 1" = 1'-0"

GENERAL NOTES

1. PREFABRICATED SHELTER STRUCTURE SHALL CONSIST OF FACTORY-ASSEMBLED STEEL COLUMN ASSEMBLIES, ROOF TRUSS, AND METAL ROOFING. STRUCTURE SHALL BE AS MANUFACTURED BY ROMTEC OR APPROVED EQUAL. THE EQUIPMENT SHALL BE SUPPLIED OR MANUFACTURED BY A SINGLE SOURCE MANUFACTURER CAPABLE OF PRODUCING A COMPLETE, PRE-ENGINEERED, PACKAGED, SHELTER. STRUCTURE SHALL MEET LOCAL CODES (INCLUDING WIND LOAD) FOR SITE CONDITIONS.
2. ALL STEEL SHALL BE POWDER COATED BLACK.
3. CONTRACTOR SHALL SUBMIT A SHOP DRAWING FOR THE PROPOSED CONTROL SHELTER. PRIOR TO ORDERING MATERIAL, CONTRACTOR REQUIRED TO VERIFY ENOUGH CLEARANCE AVAILABLE FOR CONTROL PANELS AND I&C EQUIPMENT.
4. METAL ROOFING SHALL BE FEBRAL DELTA-RIB, 29 GA. STEEL ROOFING, WITH 24" COVERAGE WIDTH.

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CHRISTOPHER P. LOO
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LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

STRUCTURAL DETAILS I

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET

45

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MATCHLINE 1
SHEET 47

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'

LEGEND

- SF — SILT FENCE
- STONE OVERFLOW STRUCTURE
- INLET PROTECTION
- FLOW ARROW

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No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. IVEY
120245
LICENSED
PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER VOLUME 1

EROSION CONTROL PLAN 1 OF 4

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
46

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SHEET	47	
DATE:	MARCH 2025	
DESIGN:	CPI	
DRAWN:	NDCH	
CHECKED:	JRA	
KHA NO.:	061024063	

EROSION CONTROL PLAN
2 OF 4

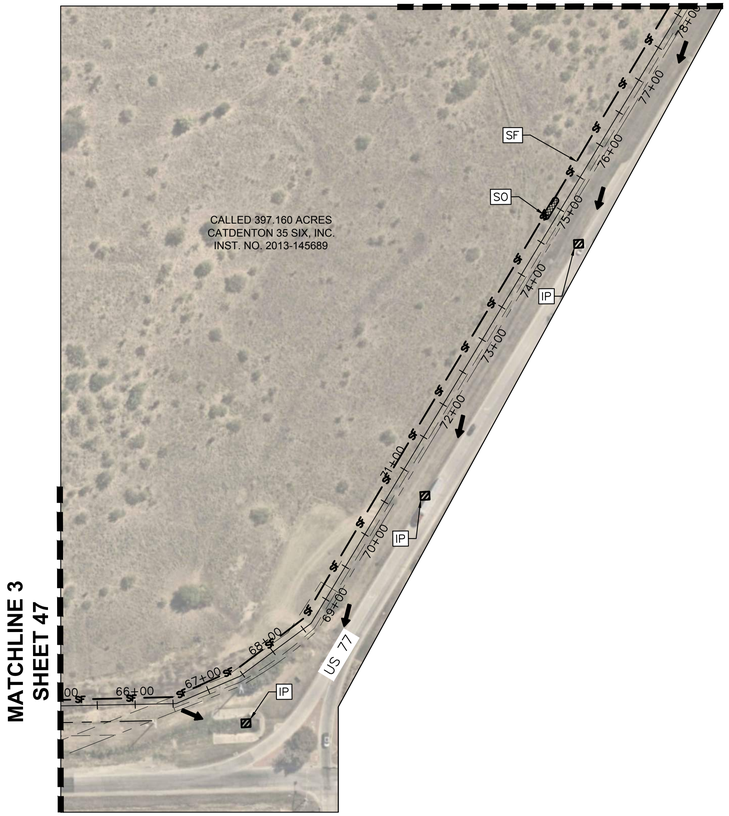
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

03/17/2025
STATE OF TEXAS
CHRISTOPHER P. TOY
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LICENSED
PROFESSIONAL ENGINEER

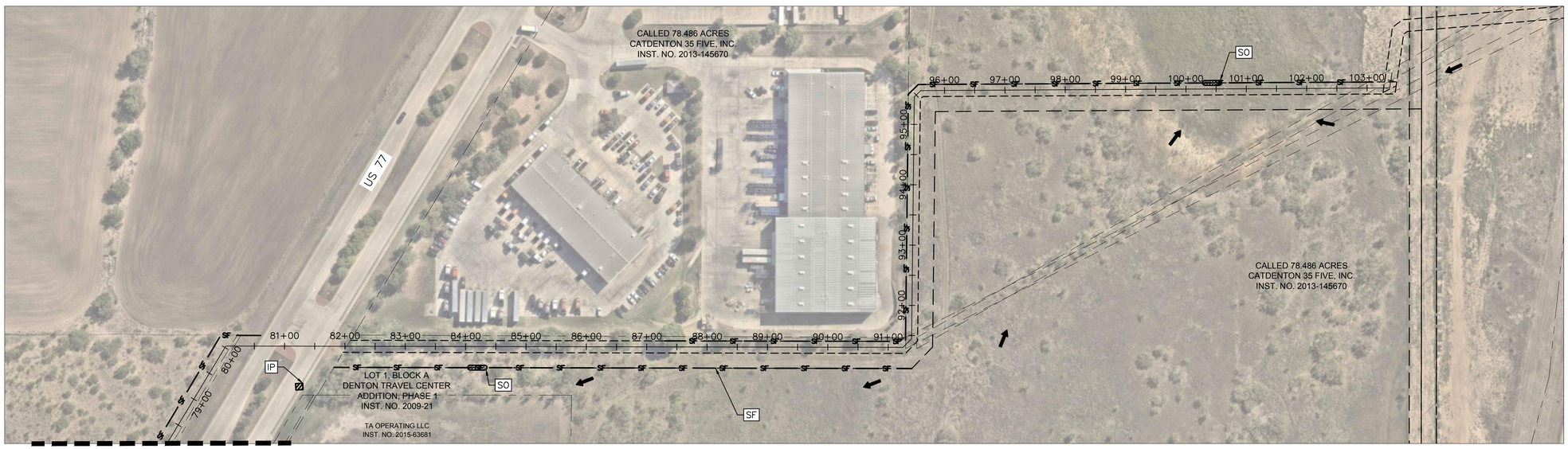
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P: 817-335-6511

No.	Revision	By	Date

MATCHLINE 4
THIS SHEET



MATCHLINE 3
SHEET 47



MATCHLINE 4
THIS SHEET

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'

LEGEND

- SF — SILT FENCE
- STONE OVERFLOW STRUCTURE
- INLET PROTECTION
- FLOW ARROW

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'

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No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. LOO
124948
LICENSED
PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

EROSION CONTROL PLAN
3 OF 4

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
48

K:\Tfw_utilities\061024063-denton-milam-creek-ganzer-ls\CADD\SHEETS\Lift-Station\EROSION-CONTROL-PIPELINE.dwg 4/25/2025 11:27 AM

EROSION CONTROL GENERAL NOTES

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL BEST MANAGEMENT PRACTICES (BMPS). EROSION CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY. CONTRACTOR IS RESPONSIBLE FOR UPDATING THE EROSION CONTROL PLAN AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS NECESSARY.

2. CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT IN THE SWPPP OR NOT).

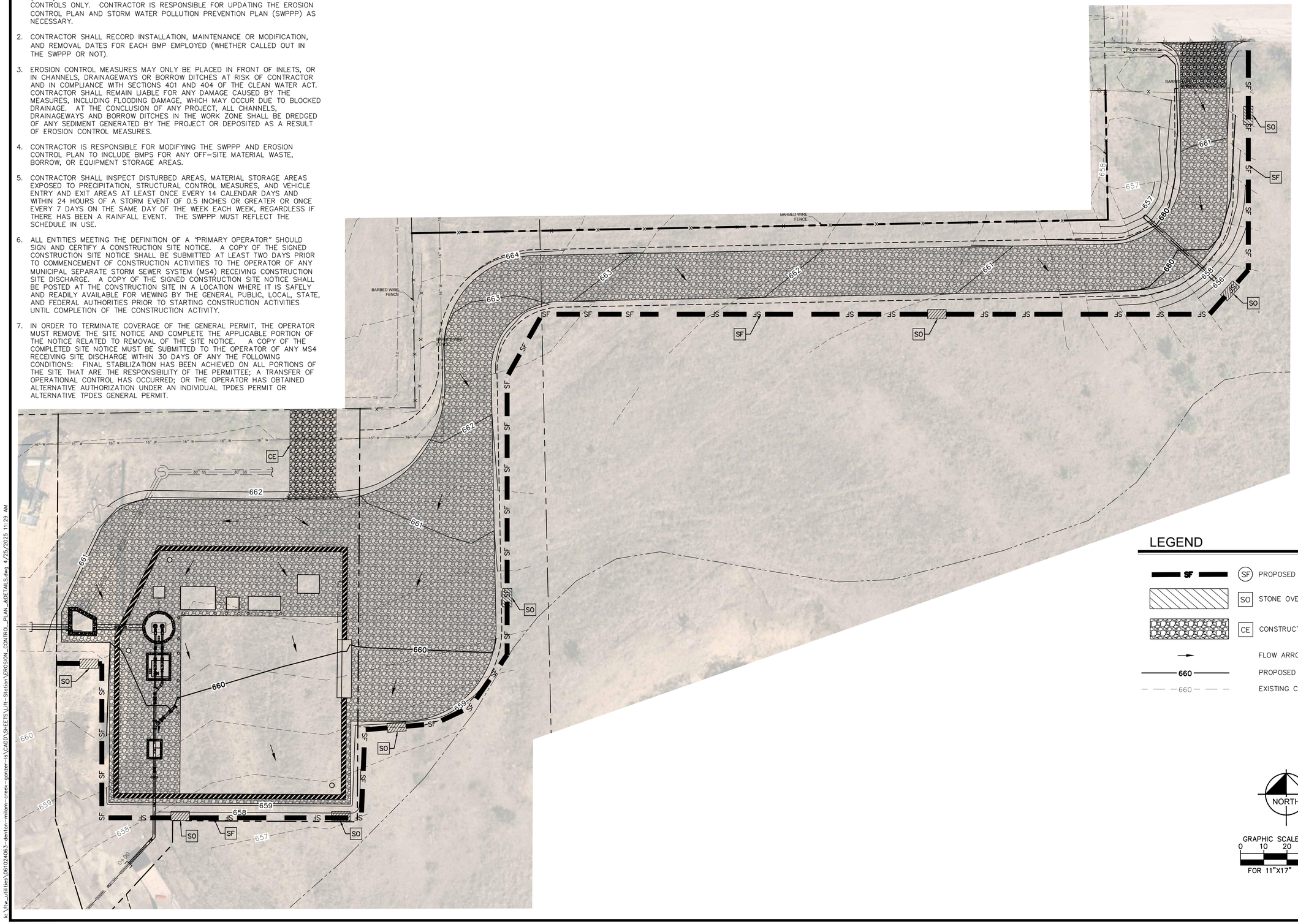
3. EROSION CONTROL MEASURES MAY ONLY BE PLACED IN FRONT OF INLETS, OR IN CHANNELS, DRAINAGEWAYS OR BORROW DITCHES AT RISK OF CONTRACTOR AND IN COMPLIANCE WITH SECTIONS 401 AND 404 OF THE CLEAN WATER ACT. CONTRACTOR SHALL REMAIN LIABLE FOR ANY DAMAGE CAUSED BY THE MEASURES, INCLUDING FLOODING DAMAGE, WHICH MAY OCCUR DUE TO BLOCKED DRAINAGE. AT THE CONCLUSION OF ANY PROJECT, ALL CHANNELS, DRAINAGEWAYS AND BORROW DITCHES IN THE WORK ZONE SHALL BE DREDGED OF ANY SEDIMENT GENERATED BY THE PROJECT OR DEPOSITED AS A RESULT OF EROSION CONTROL MEASURES.

4. CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE SWPPP AND EROSION CONTROL PLAN TO INCLUDE BMPS FOR ANY OFF-SITE MATERIAL WASTE, BORROW, OR EQUIPMENT STORAGE AREAS.

5. CONTRACTOR SHALL INSPECT DISTURBED AREAS, MATERIAL STORAGE AREAS EXPOSED TO PRECIPITATION, STRUCTURAL CONTROL MEASURES, AND VEHICLE ENTRY AND EXIT AREAS AT LEAST ONCE EVERY 14 CALENDAR DAYS AND WITHIN 24 HOURS OF A STORM EVENT OF 0.5 INCHES OR GREATER OR ONCE EVERY 7 DAYS ON THE SAME DAY OF THE WEEK EACH WEEK, REGARDLESS IF THERE HAS BEEN A RAINFALL EVENT. THE SWPPP MUST REFLECT THE SCHEDULE IN USE.

6. ALL ENTITIES MEETING THE DEFINITION OF A "PRIMARY OPERATOR" SHOULD SIGN AND CERTIFY A CONSTRUCTION SITE NOTICE. A COPY OF THE SIGNED CONSTRUCTION SITE NOTICE SHALL BE SUBMITTED AT LEAST TWO DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE OPERATOR OF ANY MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) RECEIVING CONSTRUCTION SITE DISCHARGE. A COPY OF THE SIGNED CONSTRUCTION SITE NOTICE SHALL BE POSTED AT THE CONSTRUCTION SITE IN A LOCATION WHERE IT IS SAFELY AND READILY AVAILABLE FOR VIEWING BY THE GENERAL PUBLIC, LOCAL, STATE, AND FEDERAL AUTHORITIES PRIOR TO STARTING CONSTRUCTION ACTIVITIES UNTIL COMPLETION OF THE CONSTRUCTION ACTIVITY.

7. IN ORDER TO TERMINATE COVERAGE OF THE GENERAL PERMIT, THE OPERATOR MUST REMOVE THE SITE NOTICE AND COMPLETE THE APPLICABLE PORTION OF THE NOTICE RELATED TO REMOVAL OF THE SITE NOTICE. A COPY OF THE COMPLETED SITE NOTICE MUST BE SUBMITTED TO THE OPERATOR OF ANY MS4 RECEIVING SITE DISCHARGE WITHIN 30 DAYS OF ANY THE FOLLOWING CONDITIONS: FINAL STABILIZATION HAS BEEN ACHIEVED ON ALL PORTIONS OF THE SITE THAT ARE THE RESPONSIBILITY OF THE PERMITTEE; A TRANSFER OF OPERATIONAL CONTROL HAS OCCURRED; OR THE OPERATOR HAS OBTAINED ALTERNATIVE AUTHORIZATION UNDER AN INDIVIDUAL TPDES PERMIT OR ALTERNATIVE TPDES GENERAL PERMIT.



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P: 817-335-6611

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. JOY
103745
LICENSED PROFESSIONAL ENGINEER
03/17/2025

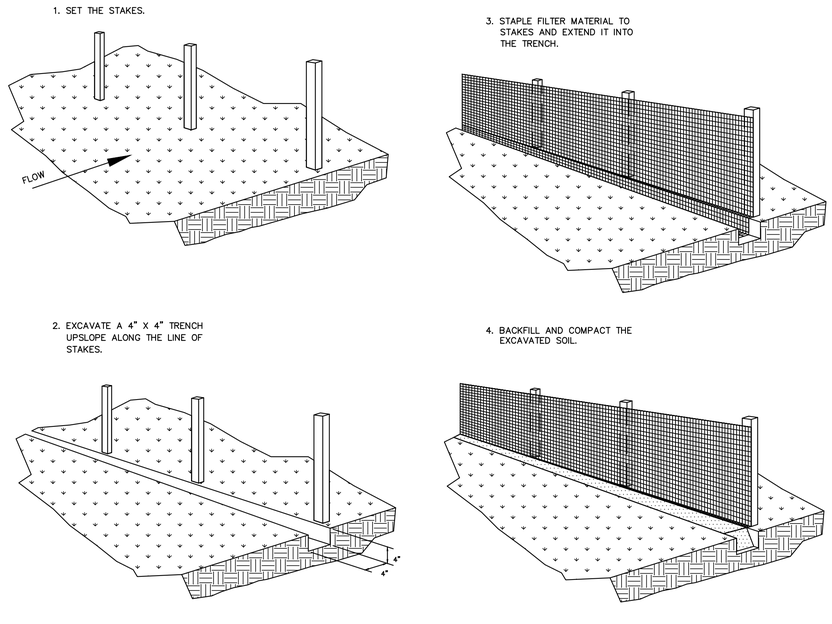
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

EROSION CONTROL PLAN
4 OF 4

DATE:	MARCH 2025		
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DRAWN:	NDCH		
CHECKED:	JRA		
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CONSTRUCTION SPECIFICATIONS FOR SILT BARRIER FENCE

MATERIALS

1. SYNTHETIC FILTER FABRIC SHALL BE A PERVIOUS SHEET OF PROPYLENE, NYLON, POLYESTER OR ETHYLENE YARN AND SHALL BE CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE FOLLOWING REQUIREMENTS (PER ASTM METHODS):

PHYSICAL PROPERTY	REQUIREMENTS
FILTERING EFFICIENCY	75% (MIN.)
TENSILE STRENGTH AT 20% MAXIMUM ELONGATION	EXT. STRENGTH = 50 LBS./LIN. IN. (MIN.) STD. STRENGTH = 30 LBS./LIN. IN. (MIN.)
FLOW RATE	30 GAL./SQ. FT./MINUTE (MIN.)

2. SYNTHETIC FILTER FABRIC SHALL CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE OF 0° TO 120°.

INSTALLATION

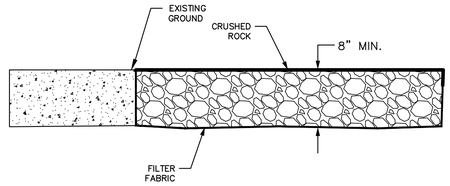
1. THE HEIGHT OF THE SILT FENCE SHALL BE A MINIMUM OF 15" AND A MAXIMUM OF 18" ABOVE FINAL GRADE.
2. STANDARD STRENGTH SYNTHETIC FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS (AND THUS IMPROVE THE BARRIER'S STRENGTH AND EFFICIENCY).
3. STAKES FOR THE SILT FENCE SHALL BE 2"x 2" WOOD WITH A MINIMUM LENGTH OF 3 FEET.
4. THE STAKES SHALL BE SPACED A MAXIMUM OF 5 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (18" MIN.).
5. A TRENCH SHALL BE EXCAVATED APPROX. 6" WIDE AND 6" DEEP ALONG THE LINE OF STAKES AND UPSLOPE FROM THE BARRIER.
6. THE SILT FENCE SHALL BE STAPLED TO THE STAKES WITH 8" (MIN.) OF FABRIC EXTENDED INTO THE TRENCH. HEAVY DUTY WIRE STAPLES (1/2 INCH LONG MIN.) SHALL BE USED. THE FENCE SHALL NOT BE STAPLED TO EXISTING TREES.
7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FENCE MATERIAL.
8. IF A SILT FENCE IS TO BE CONSTRUCTED ACROSS A DITCH LINE OR SWALE, THE BARRIER SHALL BE OF SUFFICIENT LENGTH TO ELIMINATE END FLOW. THE PLAN CONFIGURATION SHALL RESEMBLE AN ARC OR HORSESHOE WITH THE ENDS ORIENTED UPSLOPE.
9. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

MAINTENANCE

1. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE SILT FENCE IS STILL NECESSARY, IT SHALL BE REPLACED IMMEDIATELY.
3. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY 1/3 THE HEIGHT OF THE FENCE.
4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
5. THERE SHOULD BE NO GAPS OR SAGS IN THE SILT FENCE.

1/50 SILT FENCE AND STONE OVERFLOW DETAIL

SCALE: NOT TO SCALE

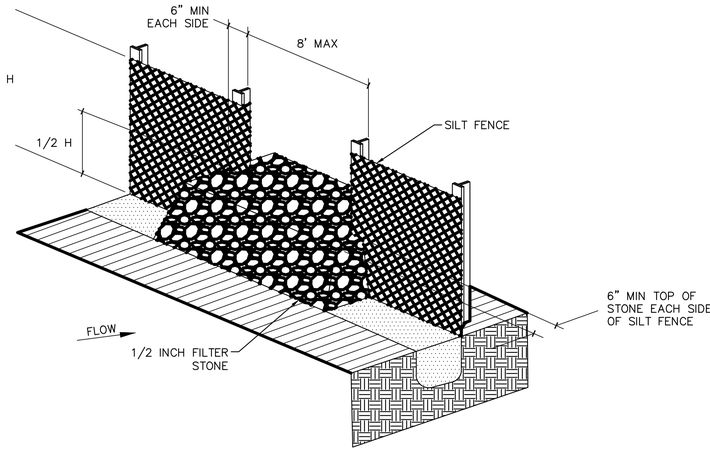


NOTES:

1. STONE SIZE – 3 TO 5 INCHES CRUSHED ROCK.
2. LENGTH – AS EFFECTIVE, BUT NOT LESS THAN 35 FEET.
3. THICKNESS – NOT LESS THAN 8 INCHES.
4. WIDTH – NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS OR 24 FEET.
5. WASHING – WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. MAINTENANCE – THE ENTRANCE SHALL BE MAINTAINED IN CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY, MUST BE REMOVED IMMEDIATELY.
7. DRAINAGE – ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

2/50 STABILIZED CONSTRUCTION ENTRANCE DETAIL

SCALE: NOT TO SCALE



3/50 STONE OVERFLOW STRUCTURE DETAIL

SCALE: NOT TO SCALE

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No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. LEO
120945
LICENSED PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

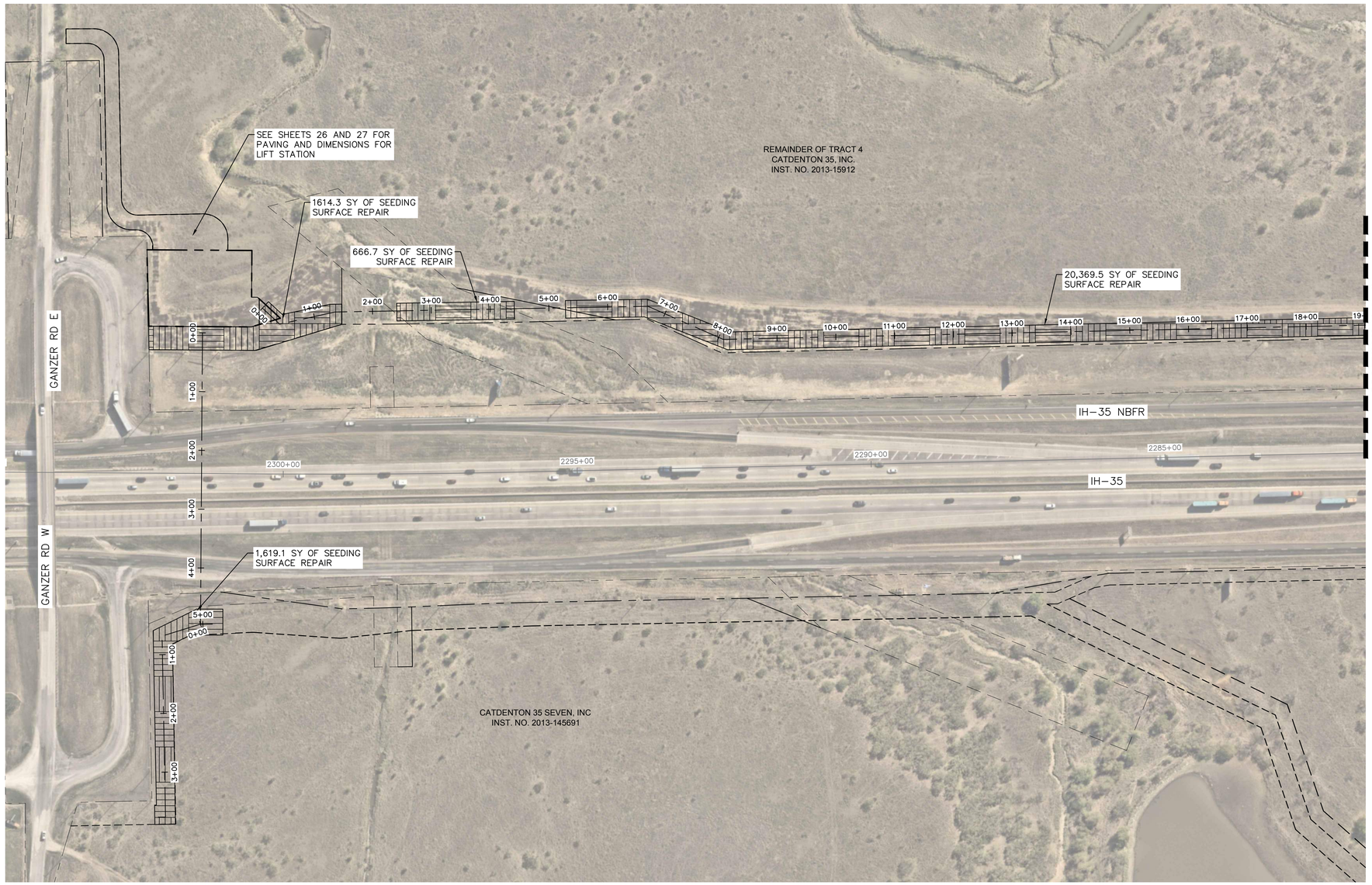
EROSION CONTROL DETAILS

DATE:	MARCH 2025
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KHA NO.:	061024063

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GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'

SHEET NOTES:

1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS
2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION.
3. CONTRACTORS SHALL PERFORM NEAT SAW CUTS, AND REPLACE DAMAGED PAVEMENT BACK TO BETTER OR SIMILAR CONDITION. GENERALLY, PAVING REPAIR WIDTHS HAVE BEEN ASSUMED AT 6-FEET WIDE FOR PIPE LARGER THAN 12", AND 5-FEET WIDE FOR ALL OTHER PIPES. CONCRETE PAVING ON PRIVATE PROPERTY ARE ASSUMED TO BE ABLE TO BE SAW CUT, AND NOT REQUIRED TO REPLACE FULL PANEL.
4. CURB AND GUTTER RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PIPE INSTALLATION AND THE PAVING REPAIR BID ITEM QUANTITY.

LEGEND

- ASPHALT PAVEMENT REPAIR (RE: A/65)
- CONCRETE PAVEMENT REPAIR (RE: B/65)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR
- GRAVEL SURFACE REPAIR

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CHRISTOPHER P. IVEY
120945
LICENSED PROFESSIONAL ENGINEER
04/25/2025

CITY OF DENTON

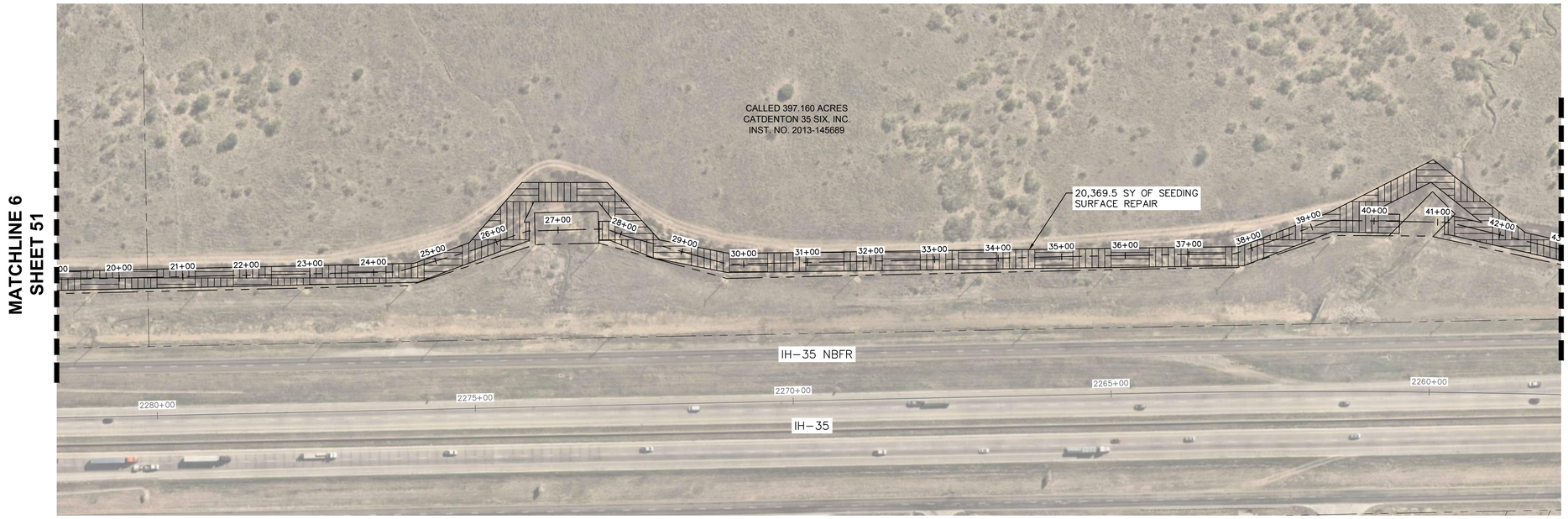
CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER
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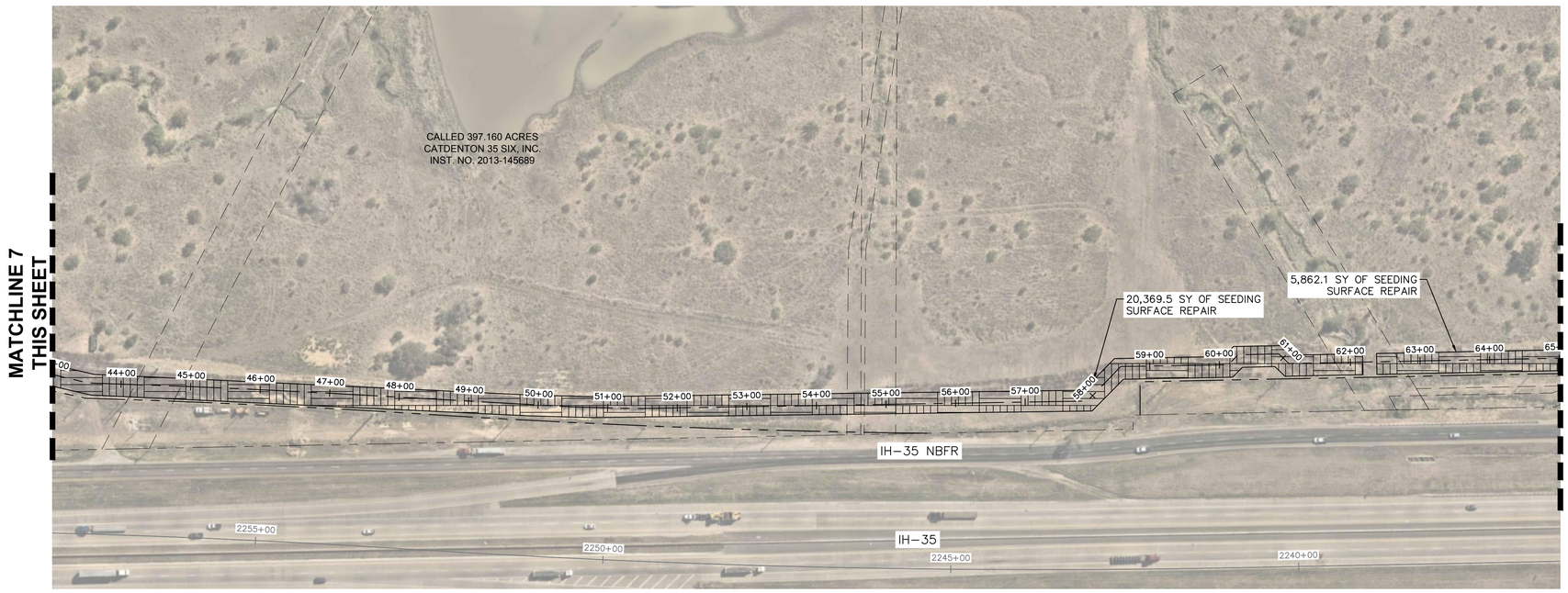
PROPOSED SURFACE REPAIR
1 OF 3

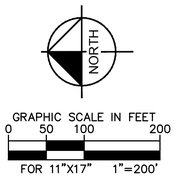
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CHECKED:	JRA
KHA NO.:	061024063

SHEET
51

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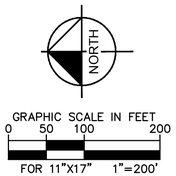


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- ASPHALT PAVEMENT REPAIR (RE: A/65)
- CONCRETE PAVEMENT REPAIR (RE: B/65)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR



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CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

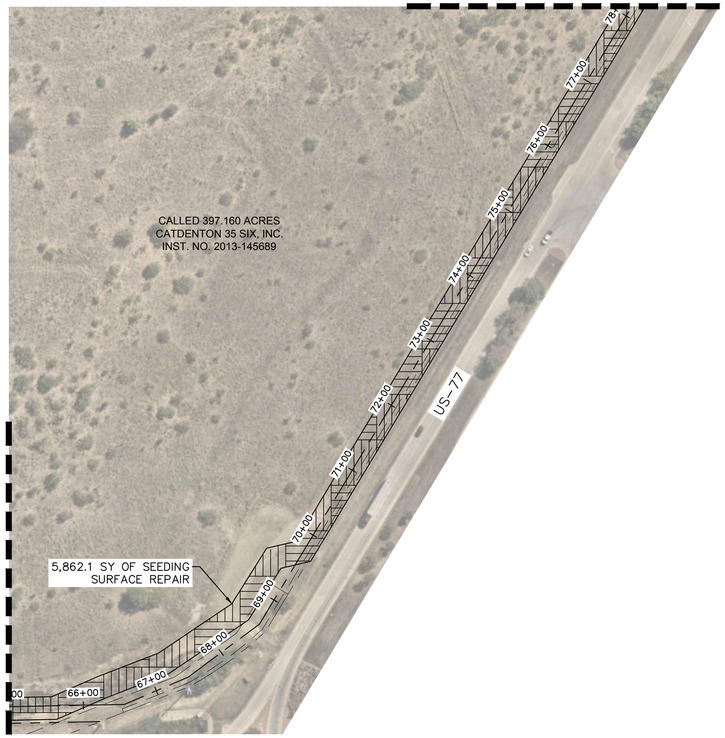
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2 OF 3

DATE:	MARCH 2025
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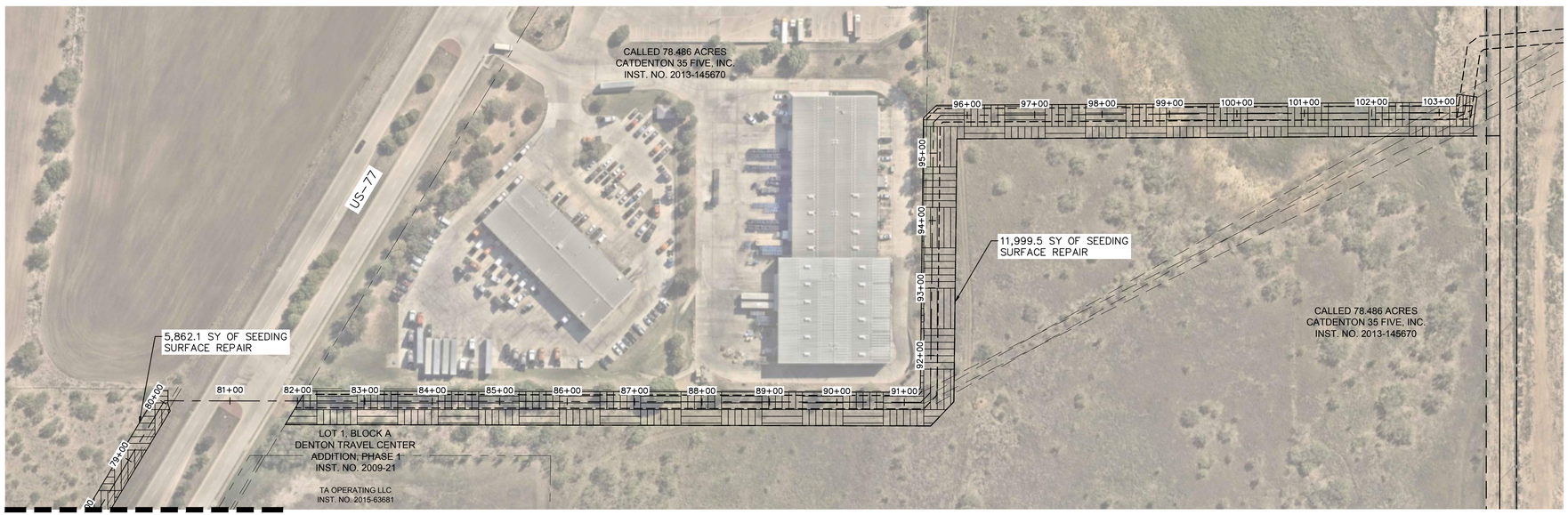
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MATCHLINE 9
THIS SHEET



MATCHLINE 8
SHEET 52



MATCHLINE 9
THIS SHEET

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'

SHEET NOTES:

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- CONCRETE PAVEMENT REPAIR (RE: B/65)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'

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IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER
VOLUME 1

PROPOSED SURFACE REPAIR
3 OF 3

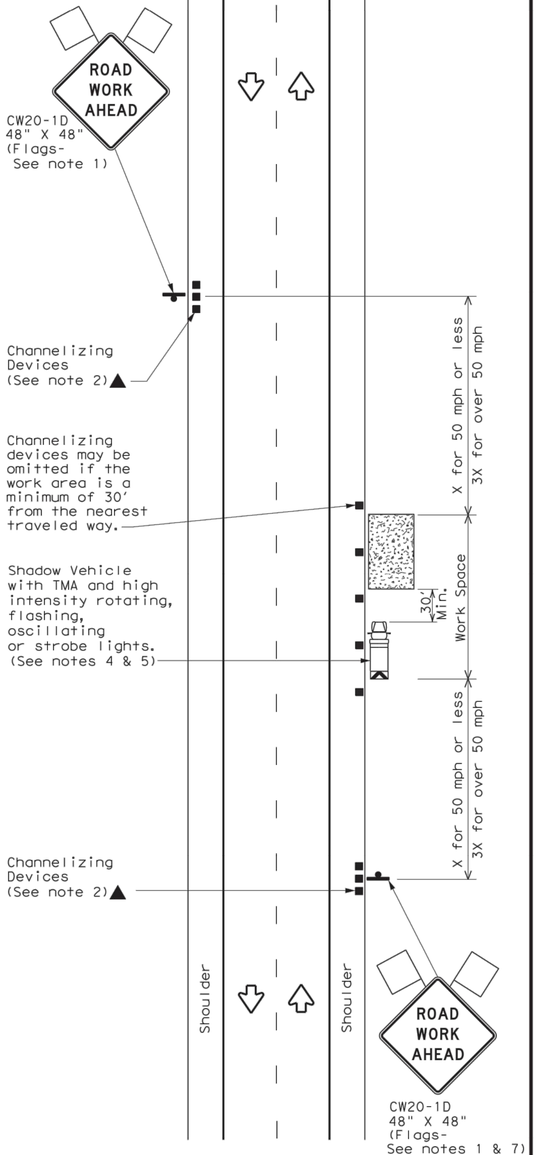
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SHEET
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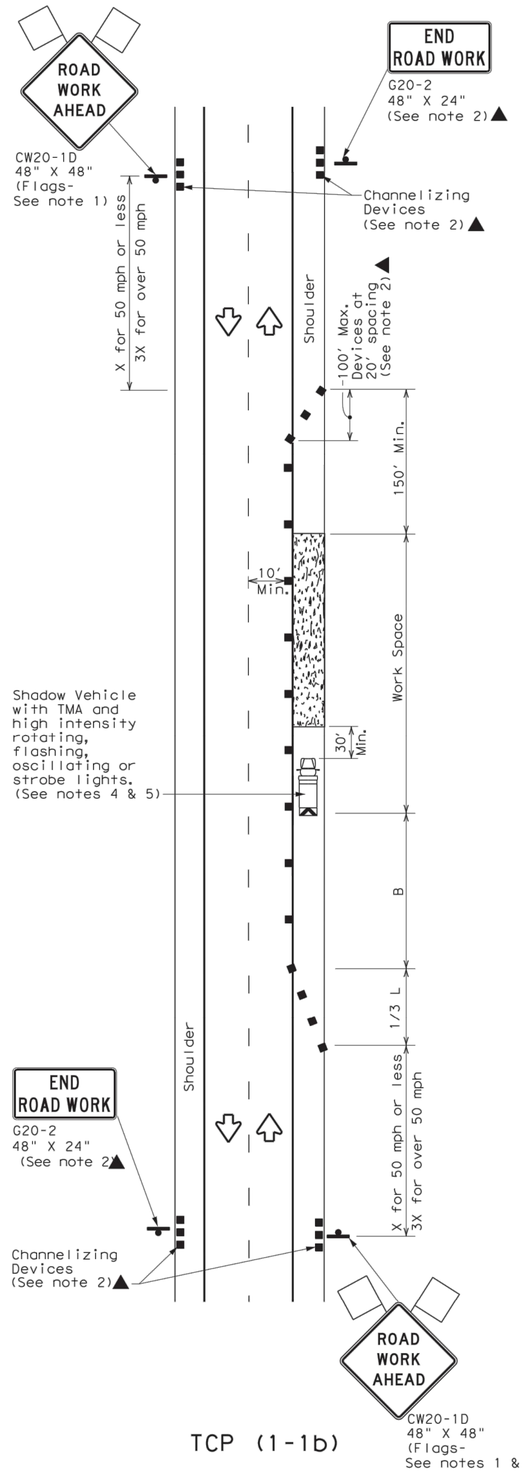
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DATE:
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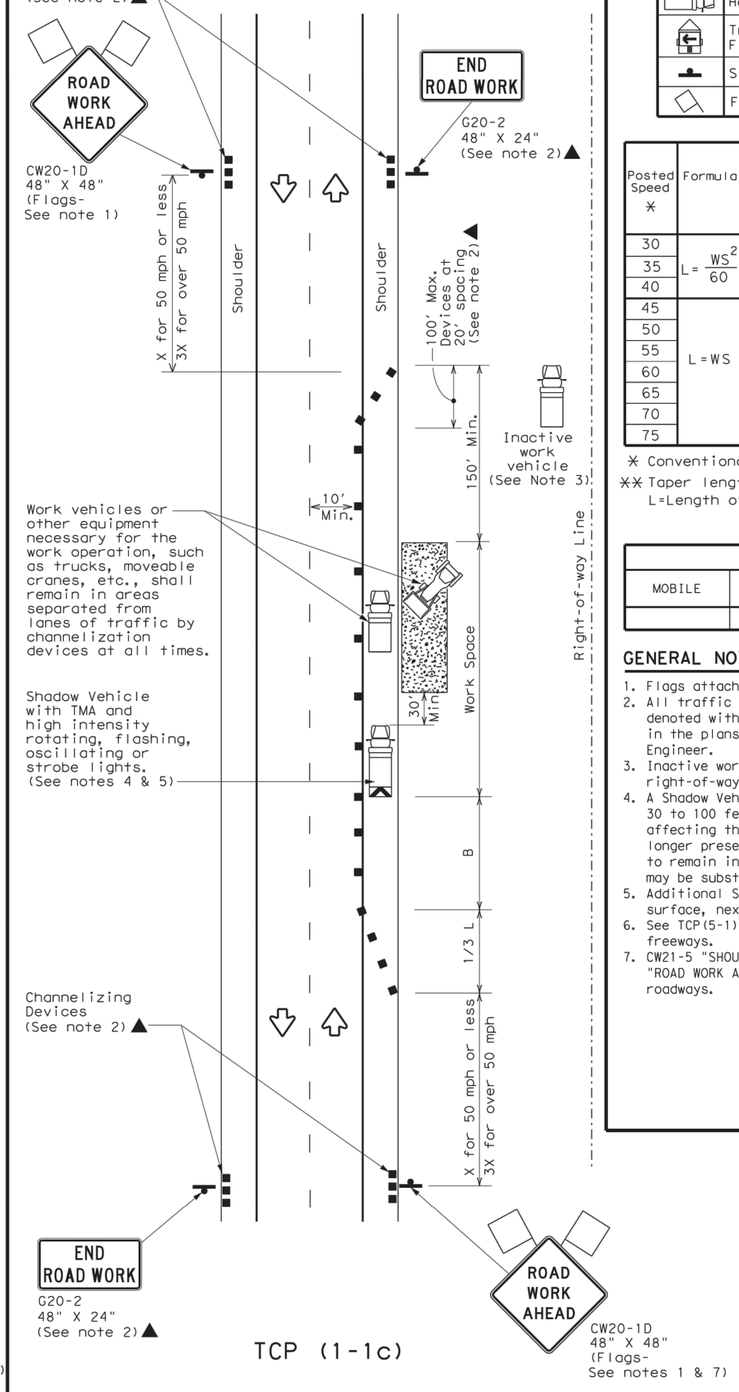
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

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

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

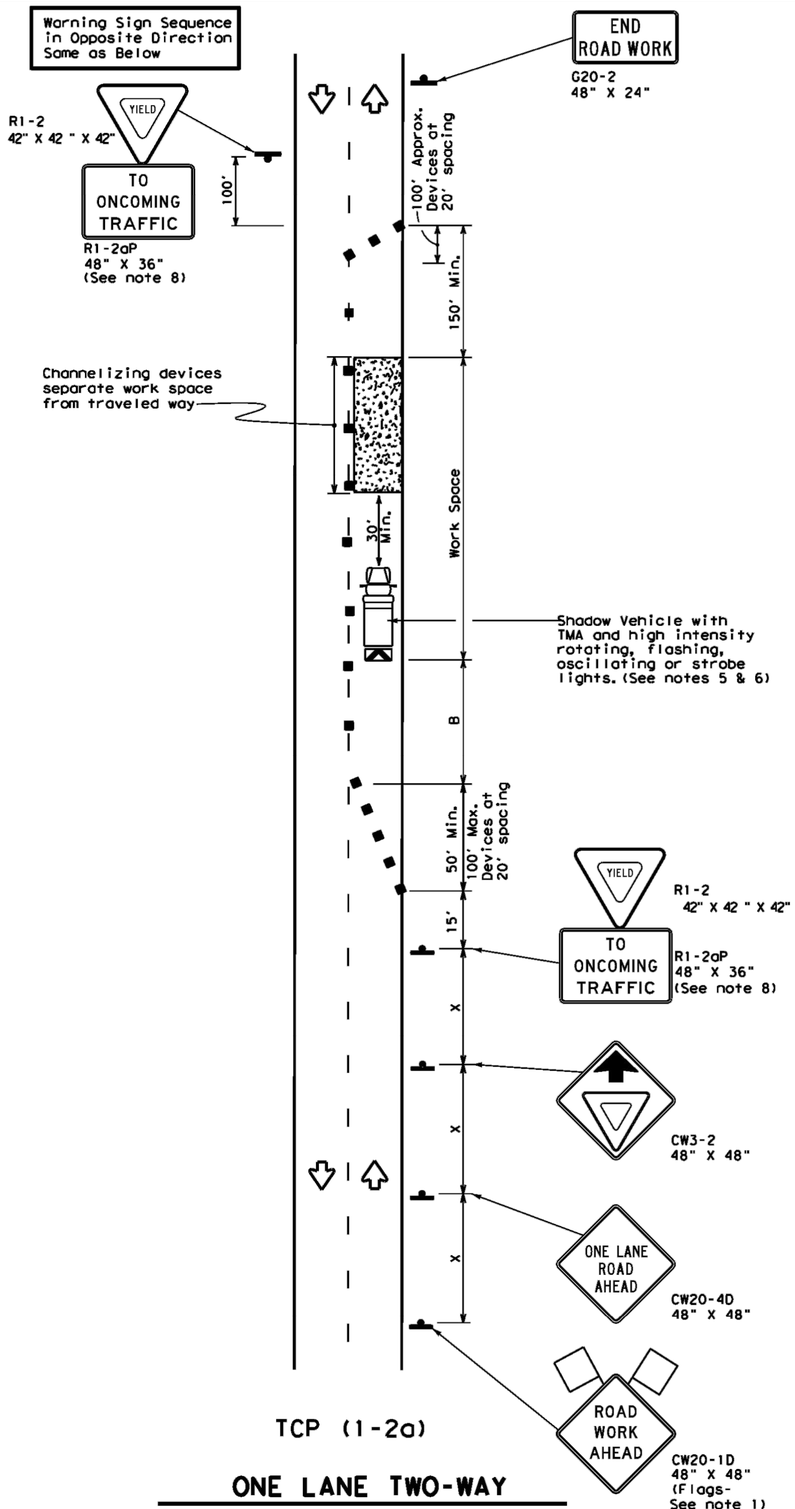
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©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12				54
1-97 2-18				

151

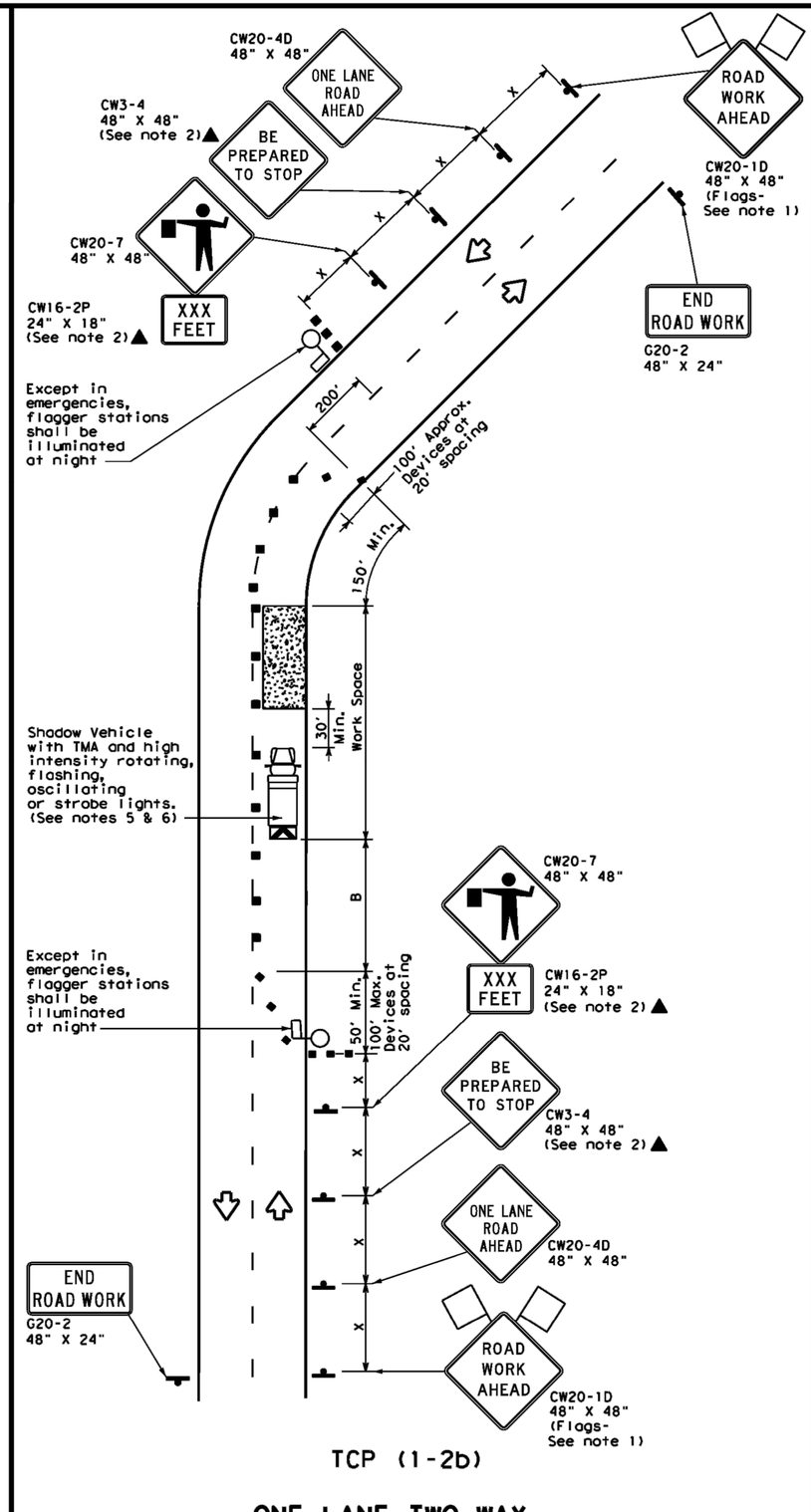
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DATE:
FILE:



TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND

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

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

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

TYPICAL USAGE

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

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. 55

THE CITY OF DENTON, TEXAS

PLANS FOR THE:

IH-35 SPLIT TO MILAM PHASE 2

MILAM/CLEAR CREEK BASIN GRAVITY SEWER

IFB NO. 7968-005

VOLUME 2 PLAN SET

TxDOT Project CCSJ 0195-02-074 & ROW CSJ 0195-02-079
TxDOT Project CCSJ 1059-01-047 & ROW CSJ 1059-01-048

SHEET INDEX:

General Sheets

2 – GENERAL NOTES I
~~3 – PROJECT CONTROL AND BENCHMARKS~~
~~4 – PIPELINE LOCATION MAP~~
5 – UTILITY ABANDONMENT (SHEET 1 OF 1)
6 – PROJECT SEQUENCING

Sewer Sheets

7 – PROPOSED 30IN SANITARY SEWER A2 STA 0+00 – 6+00
8 – PROPOSED 30IN SANITARY SEWER A2 STA 6+00 – 12+00
9 – PROPOSED 30IN SANITARY SEWER A2 STA 12+00 – 22+00
10 – PROPOSED 30IN SANITARY SEWER A2 STA 22+00 – 32+00
11 – PROPOSED 30IN & 21IN SANITARY SEWER A2 STA 32+00 – 42+00
12 – PROPOSED 21IN SANITARY SEWER A2 STA 42+00 – 52+00
13 – PROPOSED 21IN SANITARY SEWER A2 STA 52+00 – 62+00
14 – PROPOSED 21IN SANITARY SEWER A2 STA 62+00 – 72+00
15 – PROPOSED 21IN & 18IN SANITARY SEWER A2 STA 72+00 – 82+00
16 – PROPOSED 18IN SANITARY SEWER A2 STA 82+00 – END
17 – PROPOSED 12IN SANITARY SEWER C2 STA 0+00 – 10+50
18 – PROPOSED 12IN SANITARY SEWER C2 STA 10+50 – END
19 – PROPOSED 8IN SANITARY SEWER D2 STA 0+00 – END

Water Sheets

20 – PROPOSED 16IN WATER LINE B STA 0+00 – END

Standard Details

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~~22 – CITY STANDARD DETAILS 2~~
~~23 – CITY STANDARD DETAILS 3~~
~~24 – CITY STANDARD DETAILS 4~~
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~~26 – CITY STANDARD DETAILS 6~~
~~27 – CITY STANDARD DETAILS 7~~
~~28 – EROSION CONTROL DETAILS~~
~~29 – CONSTRUCTION DETAILS 1~~
30 – BORDER COWBOY LIFT STATION DEMOLITION LAYOUT
~~31 – TA LIFT STATION DEMOLITION LAYOUT~~
32 – LIFT STATION DEMOLITION DETAILS

Erosion Control Plans

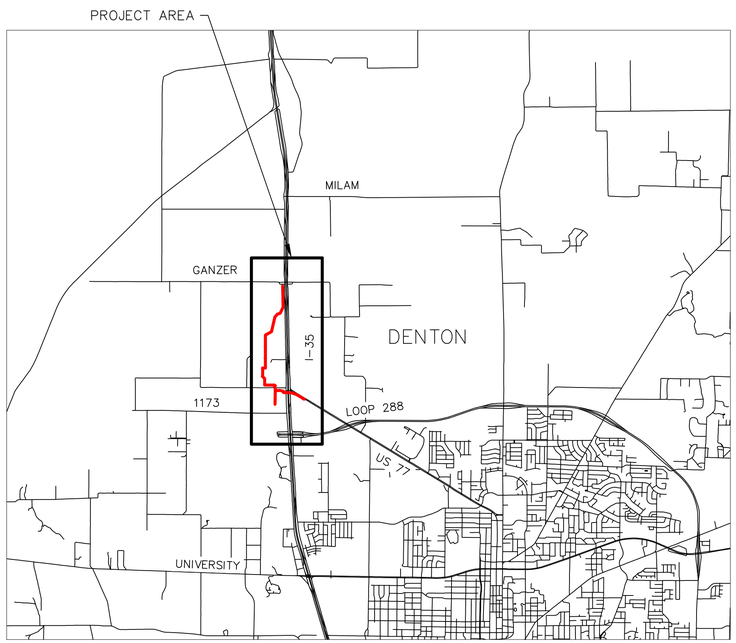
33 – EROSION CONTROL PLAN 1 OF 3
34 – EROSION CONTROL PLAN 2 OF 3
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36 – PROPOSED SURFACE REPAIR 1 OF 3
37 – PROPOSED SURFACE REPAIR 2 OF 3
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Traffic Control Plan

39 – TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK
40 – TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL



Location Map
N.T.S.

CITY OFFICIALS:

MAYOR	GERARD HUDSPETH
COUNCIL MEMBERS:	
DISTRICT 1	VICKI BYRD
DISTRICT 2	BRIAN BECK
DISTRICT 3	PAUL MELTZER
DISTRICT 4	JOE HOLLAND
AT LARGE PLACE 5	BRANDON MCGEE
AT LARGE PLACE 6	CHRIS WATTS

DIRECTOR OF WATER AND WASTEWATER UTILITIES	STEPHEN GAY
DIRECTOR OF CAPITAL PROJECTS	TREVOR CRAIN
PROJECT MANAGER, CAPITAL PROJECTS	SHAWN MESSICK

TxDOT General Notes

1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, I CERTIFY THAT THE PROPOSED DRIVEWAY OR PUBLIC STREET CONNECTION TO THE STATE ROADWAY MEETS OR EXCEEDS THE MINIMUM STOPPING SIGHT DISTANCE REQUIRED FOR A POSTED SPEED OF 45 MILES PER HOUR, BASED ON THE MOST RECENT TXDOT DESIGN MANUAL REQUIREMENTS.

2. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TXDOT STANDARD SPECIFICATIONS, STANDARD PLANS, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

3. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004, AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.

Chris Igo
(CHRISTOPHER IGO, P.E. #120045)

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

Kimley»Horn

801 Cherry St., Suite 1300 Ft. Worth, TX 76102 P: 817-335-6511
TBPE No. 928 F: 817-335-5070

02/03/2025
STATE OF TEXAS
CHRISTOPHER P. IGO
120045
LICENSED
PROFESSIONAL ENGINEER

FEBRUARY 2025

No.	Revision	By	Date

KH NO. 061024063

CITY OF DENTON, TEXAS – IH-35 SPLIT TO MILAM PH. 2 CLEAR CREEK BASIN GRAVITY SEWER AND FORCE MAIN VOLUME 2

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA; AND, THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA (FOR LOCATING ALL UNDERGROUND FACILITIES FOR COORDINATION OF THE WORK WITH THE CITY OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION) FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK, THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
2. NOTIFY THE CITY OF DENTON TO LOCATE EXISTING CITY UTILITIES PRIOR TO CONSTRUCTION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT EXPLORER GAS, THOMAS MARTINEZ (918-493-5104) 48 HOURS PRIOR TO EXCAVATION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOS, OMAR CAMPOS (940-380-7463) 48 HOURS PRIOR TO EXCAVATION.
4. CAUTION! BURIED TELEPHONE CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: VERIZON (972-318-5260), GTE (940-381-9294), ZAYO (817-665-4702), AND AT&T (817-338-6013).
5. CAUTION! BURIED ELECTRIC CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: COSERV (940-321-7800) AND DENTON MUNICIPAL ELECTRIC (940-349-8700).
6. CONSTRUCTION SURVEYING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY CONTROL MONUMENTATION PRIOR TO CONSTRUCTION AND SUBMIT DOCUMENTATION OF VERIFICATION TO THE CITY AND ENGINEER.
7. CONTRACTOR SHALL RE-ESTABLISH ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION AT NO COST TO CITY.
8. ONLY THOSE ITEMS LISTED IN THE BID TABULATION WILL BE MEASURED AND PAID FOR AT THE UNIT PRICE REQUIRED TO COMPLETE THE PROJECT. ALL OTHER WORK SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID, AND NO SEPARATE PAYMENT SHALL BE MADE.
9. THE CONTRACTOR SHALL NOTIFY THE CITY OF DENTON 48 HOURS PRIOR TO START OF ANY CONSTRUCTION.
10. THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY.
11. CLEARING AND GRUBBING MAY BEGIN NO SOONER THAN ONE MONTH PRIOR TO PIPE TRENCHING OPERATIONS. PIPE STRINGING SHALL BE NO MORE THAN ONE WEEK PRIOR TO PIPE LAYING. BACKFILL SHALL BE COMPLETED NO MORE THAN ONE DAY AFTIER PIPE LAYING. CLEANUP AND SURFACE RESTORATION SHALL BE COMPLETED NO MORE THAN ONE MONTH AFTER PIPE LAYING. THE SITE SHALL BE KEPT CLEAN OF TRASH AT ALL TIMES. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN WITHHOLDING SOME OR ALL PAYMENT TO THE CONTRACTOR.
12. ALL BARRICADES, WARNING SIGNS, LIGHTS, DEVICES, ETC., FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS SHALL CONFORM TO THE INSTALLATIONS AND LOCATIONS SHOWN IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), AS CURRENTLY AMENDED, AS PUBLISHED BY TEXAS DEPARTMENT OF TRANSPORTATION.
13. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
14. THE CONTRACTOR SHALL GIVE THE CITY 5 DAYS NOTICE IN ADVANCE OF THE TIME A STREET SIGN IS TO BE REMOVED TO CLEAR CONSTRUCTION OPERATIONS. AT NO TIME WILL THE CONTRACTOR REMOVE OR RELOCATE A STOP OR YIELD SIGN WITHOUT PRIOR APPROVAL BY THE CITY.
15. CONTRACTOR SHALL COORDINATE DRIVEWAY CLOSURES WITH PROPERTY OWNERS PRIOR TO BEGINNING WORK. DRIVEWAYS SHALL REMAIN OPEN AT ALL TIMES IF POSSIBLE. ACCESS SHALL BE MAINTAINED AT ALL TIMES. DEPTH OF DRIVEWAY REPAIR SHALL MATCH DEPTH OF EXISTING SURFACE.
16. THE CONTRACTOR SHALL PLAN HIS WORK SEQUENCE IN A MANNER THAT WILL CAUSE THE MINIMUM INTERFERENCE WITH TRAFFIC DURING CONSTRUCTION OPERATIONS. BEFORE BEGINNING WORK ON THIS PROJECT, THE CONTRACTOR SHALL SUBMIT A PLAN FOR CONSTRUCTION OPERATIONS OUTLINING, IN DETAIL, A SEQUENCE OF WORK TO BE FOLLOWED, SETTING OUT THE METHOD OF HANDLING TRAFFIC ALONG, ACROSS, AND ADJACENT TO THE WORK.
17. IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTOR'S PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC DOES NOT PROVIDE FOR SAFE, COMFORTABLE MOVEMENT, THE CONTRACTOR SHALL IMMEDIATELY CHANGE HIS OPERATIONS TO CORRECT THE UNSATISFACTORY CONDITION.
18. TEMPORARY SIGNS WILL BE REQUIRED DURING CONSTRUCTION FOR THE EXISTING SIGNING WHICH INTERFERES WITH THE CONSTRUCTION. THE EXISTING SIGN FACES ON TEMPORALLY SUPPORTS MAY BE USED FOR THE TEMPORARY SIGNS AS LONG AS THEY ARE REMOVED AND ERECTED ON TEMPORARY MOUNTS ON THE SAME DAY. THE WARNING AND REGULATORY SIGNS MUST BE IN PLACE AT ALL TIMES AS APPLICABLE.
19. BARRICADES AND SIGNS SHALL BE PLACED IN SUCH A MANNER AS NOT TO INTERFERE WITH THE SIGHT DISTANCE OF DRIVERS ENTERING THE ROADWAYS OR SIDE STREETS. TO FACILITATE LANE SHIFTING, BARRICADES AND SIGNS USED IN LANE CLOSURES OR TRAFFIC STAGING MAY BE ERECTED AND MOUNTED ON PORTABLE SUPPORTS. THE DESIGN OF THESE SUPPORTS SHALL CONFORM TO TMUTCD AND ARE SUBJECT TO THE APPROVAL OF THE CITY.
20. THE CONTRACTOR WILL NOT BE PERMITTED TO COMMENCE WORK ON THE ROAD BEFORE SUNRISE AND SHALL ARRANGE HIS WORK SO THAT NO MACHINERY OR EQUIPMENT SHALL BE CLOSER THAN 30 FEET TO THE TRAVELED ROADWAY AFTER SUNSET EXCEPT AS AUTHORIZED BY THE CITY. THE CONTRACTOR IS REQUIRED TO ABIDE BY THE CITY OF DENTON NOISE ORDINANCE.
21. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS ON OR ACROSS ANY PAVEMENT, HE SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE.
22. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, SHORING, AND SITE SAFETY.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE VERTICAL AND HORIZONTAL CONTROL THROUGHOUT THE PROJECT.
24. A MINIMUM COVER OF THREE AND ONE HALF (3.5) FEET ABOVE PROPOSED TOP OF PIPE SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN IN THE CONSTRUCTION PLANS. THE APPROXIMATE GROUND PROFILE AND THE TOP OF PIPE PROFILE SHOW A RELATIONSHIP INTENDED BY THE ENGINEER. THE TOP OF PIPE ELEVATIONS AND GEOMETRIC INFORMATION SHOWN IN THE PROFILE FOR THE PIPE ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE PRECISE AND DETAILED PIPE LAYOUT IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR INFORMATION AND REVIEW. THE WORKABILITY OF THE DETAILED LAYOUT REMAINS WITH THE CONTRACTOR.
25. AT WATER LINE FITTINGS, THE MAXIMUM JOINT DEFLECTION SHALL NOT EXCEED 80% OF THE PIPE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION. IF DEFLECTIONS ARE CALLED OUT IN PLAN, OR IN THE EVENT THAT FIELD CONDITIONS RESULT IN THE NEED TO DEFLECT PIPE, AND C-900 IS BEING INSTALLED, A MAXIMUM ALLOWABLE DEFLECTION OF 1° IS PERMISSIBLE.
26. CONTRACTOR SHALL ADHERE TO TCEQ RULES FOR POTABLE WATER AND SANITARY SEWER MINIMUM SEPARATION CHAPTERS 217 AND 290.
27. THE CONTRACTOR SHALL STABILIZE ALL UNPAVED AREAS OF THE PROJECT WITH A MINIMUM 95% DENSITY OF VEGETATIVE COVER, UTILIZING THE ITEMS IN THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
28. THE CONTRACTOR SHALL REMOVE ALL FENCES INTERFERING WITH CONSTRUCTION OPERATION WITHIN EASEMENTS AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH NEW FENCE OR UNDAMAGED ORIGINAL FENCING WITH PRIOR APPROVAL OF PROPERTY OWNER, UNLESS OTHERWISE NOTED IN THE PLANS.
29. POSITIVE DRAINAGE MUST BE RE-ESTABLISHED FOR ALL DRAINAGE SWALES AND CULVERTS IMPACTED BY THE CONTRACTOR'S OPERATIONS. THE COST OF THIS WORK SHALL BE SUBSIDIARY TO THE VARIOUS ITEMS BID.
30. ANY TREES SHOWN IN THE PLANS FOR POTENTIAL REMOVAL MUST ALSO BE APPROVED FOR REMOVAL BY THE CITY. NO TREES MAY BE REMOVED OUTSIDE OF THE PERMANENT EASEMENT WITHOUT PRIOR WRITTEN APPROVAL. CONTRACTOR SHALL BE HELD LIABLE FOR DAMAGE TO ANY TREES THAT HAVE NOT BEEN DESIGNATED FOR REMOVAL AND THE CONTRACT AMOUNT WILL BE REDUCED BY $1000 FOR EACH TREE WHICH IS REMOVED WHERE NOT AUTHORIZED.
31. THE CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH PROPERTY OWNER. IN ADDITION, PLACEMENT OF SUCH FILL SHALL NOT ALTER EXISTING DRAINAGE PATTERNS.
32. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS, WITHOUT WRITTEN PERMISSION FROM THE CITY OF DENTON. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST IF SO DIRECTED.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL EXCESS EXCAVATION. THE CONTRACTOR SHALL SUBMIT A "STOCKPILE PLAN" THAT DESIGNATES LOCATIONS FOR TEMPORARY STORAGE OF THE EXCAVATED SOIL. THIS STOCKPILE PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK. STOCKPILES SHALL NOT BE ALLOWED WITHIN THE RIGHT-OF-WAY AND SHALL BE CONTAINED WITHIN THE PERMANENT AND TEMPORARY EASEMENTS.
34. THE CITY HAS ACQUIRED PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN ON THE DRAWINGS. THE CONTRACTOR MAY ACQUIRE ADDITIONAL TEMPORARY CONSTRUCTION EASEMENTS AT HIS OWN COST, IF HE SO CHOOSES. IF THE CONTRACTOR ACQUIRES ADDITIONAL TEMPORARY EASEMENTS, HE SHALL PROVIDE COPIES OF THE WRITTEN AGREEMENT TO THE CITY AND THE ENGINEER. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF USE OF ADDITIONAL TEMPORARY EASEMENTS. THE PLANS DEPICT THE LIMITS OF THE CONSTRUCTION AREA, GENERALLY CONSISTING OF THE TEMPORARY CONSTRUCTION EASEMENT AND ALL OR A PORTION OF THE PERMANENT WATER LINE EASEMENT. NO CONSTRUCTION ACTIVITY MAY BE CARRIED OUT WITHIN THAT PORTION OF A PERMANENT WATER LINE EASEMENT THAT FALLS OUTSIDE THE INDICATED LIMITS OF THE CONSTRUCTION AREA AS APPLICABLE.
35. REMOVE ROCK FROM THE DISTURBED AREAS SUCH THAT IT IS LEFT WITH NO MORE QUANTITY OR SIZE OF ROCK THAN THE ADJACENT LAND.
36. DAMAGE TO ANY EXISTING CULVERT OR CULVERT HEADWALL SHALL BE REPAIRED OR REPLACED, AS DETERMINED BY THE CITY, AT THE EXPENSE OF THE CONTRACTOR.
37. THE CONTRACTOR SHALL BACKFILL BORE PITS WITHIN 48 HOURS AFTER BORING IS COMPLETED.
38. AT EACH LOCATION WHERE THE PROPOSED WATER LINE TIES INTO AN EXISTING WATER LINE CONTRACTOR SHALL COORDINATE SHUT DOWNS 7 DAYS IN ADVANCE WITH CITY (THOMAS WITTMIS/940-349-7128), THE EXISTING WATER LINE SHALL BE SHUT DOWN NO LONGER THAN 48 HOURS IN ORDER TO PERFORM THE CONNECTION.
39. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER APPLICABLE LAWS AND REGULATIONS.
40. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT OF ALL POWER POLES WITHIN 15 FEET OF THE PROPOSED CONSTRUCTION, OR WHERE TEMPORARY REMOVAL OF GUY WIRES IS NECESSARY FOR CONSTRUCTION.
41. AT PROJECT COMPLETION, ALL AREAS AFFECTED BY THE CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION. A LETTER OF RELEASE SHALL BE REQUIRED FROM EACH AFFECTED PROPERTY OWNER PRIOR TO FINAL ACCEPTANCE AND A FINAL INSPECTION AND APPROVAL BY THE CITY OF DENTON'S ON-SITE REPRESENTATIVE SHALL BE SECURED BEFORE THE CONTRACTOR SHALL LEAVE THE JOB SITE.
42. CONCRETE THRUST BLOCKING SHALL BE USED AT ALL HORIZONTAL AND VERTICAL BENDS, TEES, AND WYES, AS WELL AS ADDITIONAL RESTRAINT AS REQUIRED BY THE CONTRACT DOCUMENTS AND SHOWN ON THE DETAILS.

PROJECT SPECIFIC NOTES:

1. ALL MATERIALS SHALL USE DOMESTICALLY MANUFACTURED PRODUCTS THAT ARE COMPOSED PREDOMINATELY OF STEEL AND/OR IRON TO INCORPORATE INTO THE PERMANENT INSTALLATION OF THE UTILITY FACILITY - IN COMPLIANCE WITH THE BUY AMERICA PROVISIONS OF 23 CFR 635.410 AS AMENDED.
2. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF PROPOSED CONNECTIONS PRIOR TO FABRICATION OF PROPOSED PIPING. VERIFICATION OF TIE-IN LOCATIONS SHALL BE SUBSIDIARY TO CONNECTION BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE.

TxDOT STANDARD NOTES

1. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.
3. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE DURATION OF WORK WITHIN TxDOT ROW.
4. THERE MAY BE TIMES WHERE INTERRUPTION OF A PARTICULAR CONSTRUCTION SEQUENCE MAY BE REQUIRED DUE TO COORDINATION WITH TXDOT OR OTHER UTILITY CONTRACTORS. NO ADDITIONAL PAYMENT WILL BE CONSIDERED FOR SUCH INTERRUPTIONS, DELAYS, RE-MOBILIZATIONS, OR ANY OTHER ACTIVITIES RELATED TO THIS COORDINATION.
5. ALL DISTURBED ROW MUST BE RE-VEGETATED WITH SOD AND MAINTAINED UNTIL VEGETATION IS RE-ESTABLISHED.
6. ALL LANE CLOSURES MUST BE COORDINATED WITH BOTH TxDOT AND MUNICIPALITY INSPECTORS.
7. CONTRACTOR TO CONTACT TxDOT 48 HOURS PRIOR TO BEGIN CONSTRUCTION.
8. CONTRACTOR TO ENSURE MINIMUM DEPTH OF 60" FROM TOP OF CASING TO TOP OF GRADE IN TXDOT ROW AND THAT THE LENGTH OF ANY ENCASEMENT UNDER THE ROADWAY SHALL BE PROVIDED FROM TOP OF BACKSLOPE TO TOP OF BACKSLOPE FOR CUT SECTIONS, 5' BEYOND THE TOE OF SLOPE FOR FILL SECTIONS, AND 5' BEYOND THE FACE OF THE CURB FOR CURB SECTIONS.
9. CONTRACTOR SHALL MAINTAIN A 24" MINIMUM CLEARANCE FROM HIGHWAY STRUCTURES AND ALL OTHER EXISTING UTILITIES (UNLESS MORE IS REQUIRED).

LEGEND:

X" WL	EXISTING WATER LINE
X" SS	EXISTING SANITARY SEWER LINE
X" SD	EXISTING STORM SEWER LINE
X" G	EXISTING GAS LINE
OHE DME	EXISTING DENTON MUNICIPAL OVERHEAD ELECTRIC
OHE CSV	EXISTING COSERV OVERHEAD ELECTIRC
UGE	EXISTING UNDERGROUND ELECTRIC
COMM	EXISTING COMMUNICATION LINE
	EXISTING CURB
	EXISTING GUARD RAIL/PIPE FENCE
	EXISTING BRICK/WOODEN FENCE
x x x	EXISTING BARBED WIRE FENCE
	PROPOSED WATER/SEWER LINE
PUGE	PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC
OH	PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC
RE: A/B	REFERENCE FIGURE A ON SHEET B
	PROPOSED WATER/SEWER LINE IN STEEL CASING PIPE
	WATER/SANITARY SEWER LINE TO BE GROUT FILLED AND ABANDONED
	EXISTING WATER/SANITARY SEWER LINE PREVIOUSLY ABANDONED
W	EXISTING WATER MANHOLE
	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING WATER ISOLATION VALVE
S	EXISTING SEWER MANHOLE

	PROPOSED SEWER MANHOLE
	PROPOSED AIR RELEASE VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER ISOLATION VALVE
	PROPOSED METER
	PROPOSED REDUCER
	EXISTING SIGN
	EXISTING GUY WIRE
	EXISTING TREE TO REMAIN
	EXISTING TREE TO BE REMOVED
	CONTROL POINT
	BENCHMARK
W	UTILITY MARKER
	EXISTING ASPHALT PAVEMENT
	EXISTING GRAVEL PAVEMENT
	EXISTING GRAVEL AND ASPHALT PAVEMENT
66	EXISTING TxDOT PARCEL NUMBER

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
JAMES R. ARMSTRONG
103944
LICENSED
PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION
VOLUME 2

GENERAL NOTES I

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
2

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NORTH

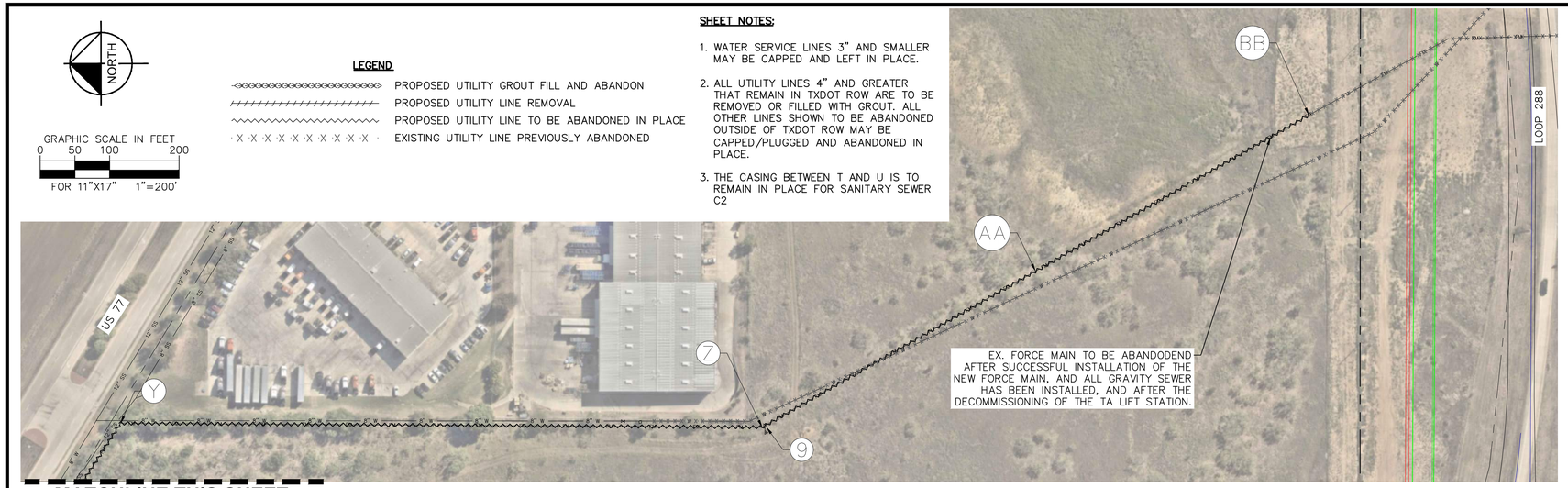
GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'

LEGEND

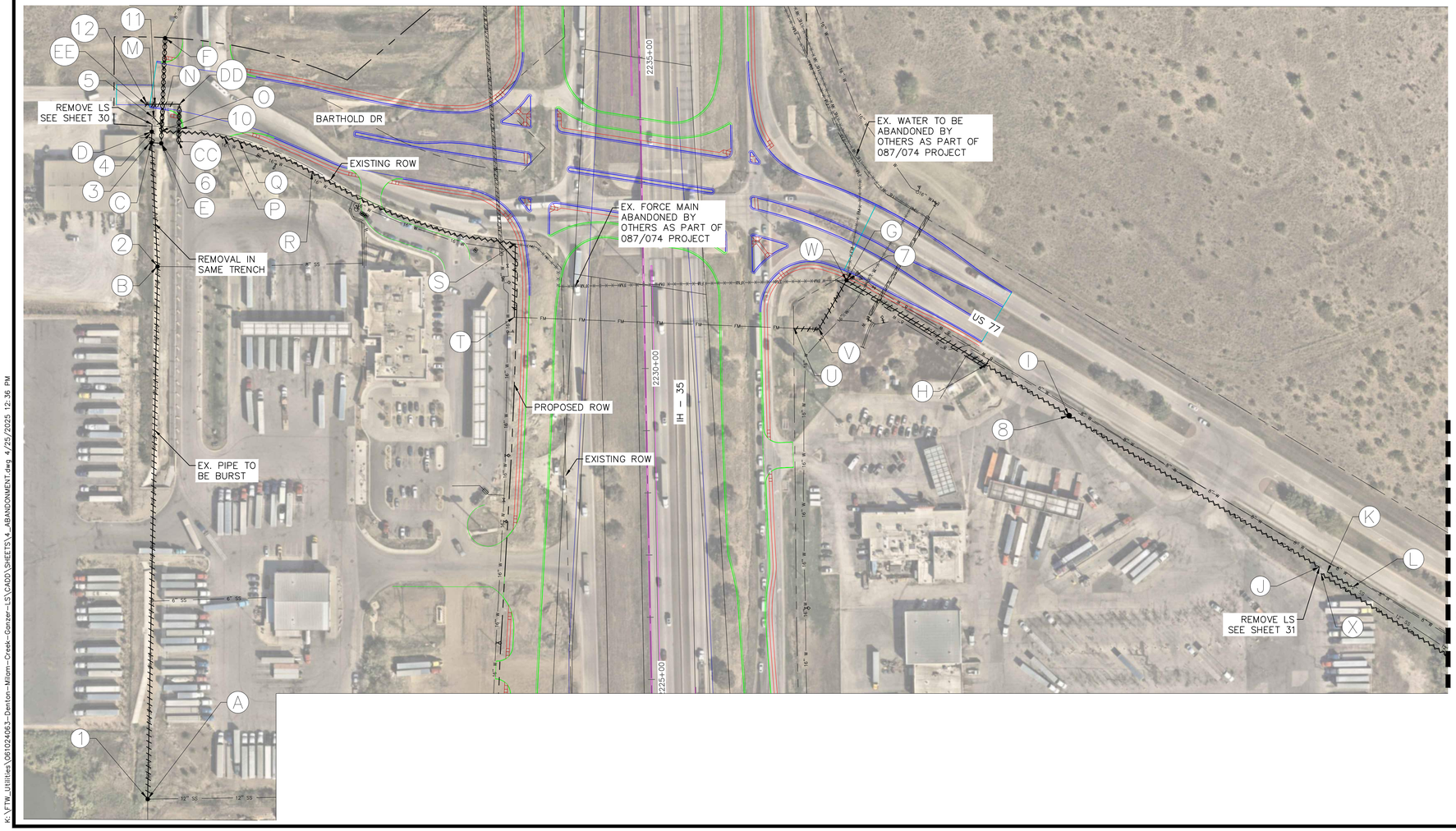
- PROPOSED UTILITY GROUT FILL AND ABANDON
- PROPOSED UTILITY LINE REMOVAL
- PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE
- EXISTING UTILITY LINE PREVIOUSLY ABANDONED

SHEET NOTES:

1. WATER SERVICE LINES 3" AND SMALLER MAY BE CAPPED AND LEFT IN PLACE.
2. ALL UTILITY LINES 4" AND GREATER THAT REMAIN IN TXDOT ROW ARE TO BE REMOVED OR FILLED WITH GROUT. ALL OTHER LINES SHOWN TO BE ABANDONED OUTSIDE OF TXDOT ROW MAY BE CAPPED/PLUGGED AND ABANDONED IN PLACE.
3. THE CASING BETWEEN T AND U IS TO REMAIN IN PLACE FOR SANITARY SEWER C2



MATCHLINE THIS SHEET



MATCHLINE THIS SHEET

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SANITARY SEWER ABANDONMENT

Point #	Northing	Easting	Description
1	7145349.27	2372108.22	REMOVE SS MH (SAME TRENCH)
2	7146205.22	2372124.13	REMOVE SS MH (SAME TRENCH)
3	7146404.54	2372112.08	REMOVE SS MH (SAME TRENCH)
4	7146421.90	2372114.88	REMOVE SS MH
5	7146444.38	2372118.01	REMOVE AIR RELEASE VALVE
6	7146403.14	2372130.01	REMOVE SS MH
7	7146182.49	2373231.84	REMOVE SS MH
8	7145965.47	2373589.04	REMOVE SS MH
9	7144596.71	2374279.20	REMOVE AIR RELEASE VALVE

WATER LINE ABANDONMENT

Point #	Northing	Easting	Description
10	7146425.46	2372158.34	REMOVE 16" GATE VALVE
11	7146463.37	2372120.03	REMOVE 16" GATE VALVE
12	7146465.85	2372107.95	REMOVE FH

SANITARY SEWER LINE ABANDONMENT

Begin	End	Length	Description
A	B	856'	REMOVE BY PIPE BURST
B	C	199'	REMOVE 10" SS PIPE (SAME TRENCH)
C	E	16'	REMOVE 8" SS PIPE
C	D	18'	REMOVE 12" SS PIPE
E	F	169'	GROUT FILL AND ABANDON 8" SS PIPE
G	H	262'	REMOVE 8" SS PIPE
H	I	157'	ABANDON IN PLACE 8" SS PIPE
I	J	470'	ABANDON IN PLACE 8" SS PIPE
K	L	48'	ABANDON IN PLACE 12" SS PIPE

FORCE MAIN ABANDONMENT

Begin	End	Length	Description
AA	BB	453'	ABANDON IN PLACE 8" FM
M	N	18'	REMOVE 6" FM
N	O	9'	REMOVE 6" FM
O	P	101'	GROUT FILL AND ABANDON 6" FM
P	Q	26'	ABANDON IN PLACE 6" FM
Q	R	127'	ABANDON IN PLACE 6" FM
R	S	349'	ABANDON IN PLACE 6" FM
S	T	118'	REMOVE 6" FM
U	V	40'	REMOVE 6" FM
V	W	89'	REMOVE 6" FM
X	Y	344'	ABANDON IN PLACE 8" FM
Y	Z	924'	ABANDON IN PLACE 8" FM
Z	AA	453'	ABANDON IN PLACE 8" FM

WATER LINE ABANDONMENT

Begin	End	Length	Description
CC	DD	60'	REMOVE 16" WL 16" WL PIPE
DD	EE	54'	REMOVE 16" WL 16" WL PIPE

N

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'

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No.	Revision	By	Date

CHRISTOPHER P. JOHNSON 120945 LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
03/17/2025

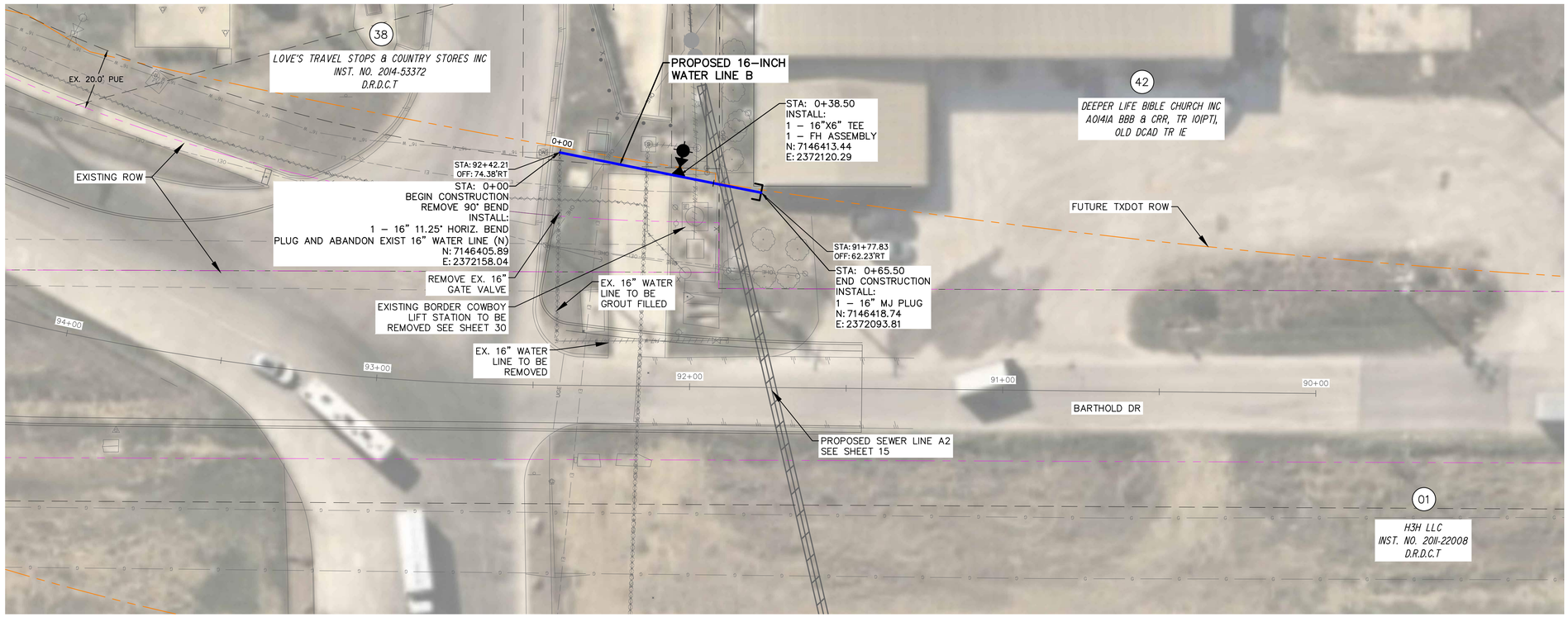
CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION
VOLUME 2

UTILITY ABANDONMENT
(SHEET 1 OF 1)

DATE:	MARCH 2025		
DESIGN:	CPI		
DRAWN:	NDCH		
CHECKED:	JRA	KHA NO.:	061024063

SHEET
5



GRAPHIC SCALE IN FEET
0 10 20 40
FOR 11"X17" 1"=40'

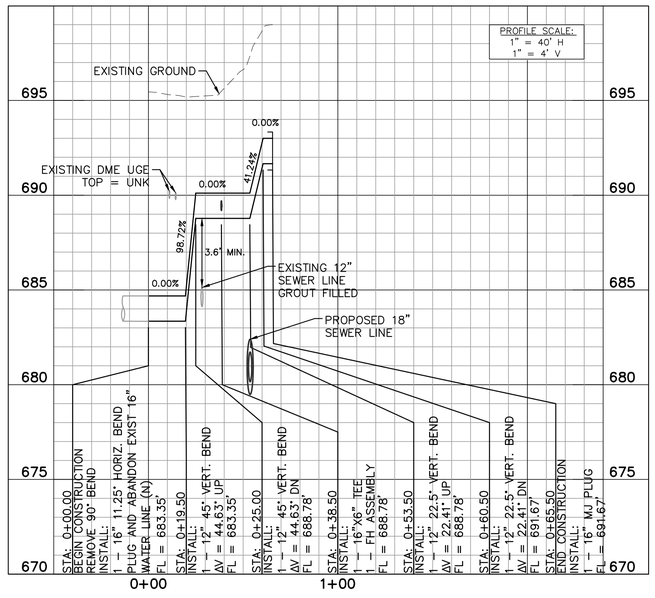
SHEET NOTES:

1. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
2. WATER LINE INSTALLATION CANNOT OCCUR UNTIL EXISTING BORDER COWBOY LIFT STATION HAS BEEN FULLY DECOMMISSIONED AND ABANDONED.

LEGEND:

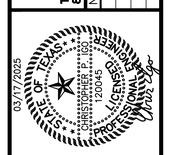
- EXISTING ROW
- PROPOSED ROW
- x" WL — EXISTING WATER LINE
- x" SS — EXISTING SEWER LINE
- PROPOSED PIPE REMOVAL
- PROPOSED GROUT FILL
- PROPOSED WATER LINE
- PROPOSED SEWER LINE

PROPOSED 16IN WATER B STA 0+00 - END



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No.	Revision	By	Date



CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION
VOLUME 2

PROPOSED 16IN WATER B
STA 0+00 - END

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
20

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LEGEND

- EXISTING SANITARY SEWER
- PROPOSED UTILITY GROUT FILL AND ABANDON
- PROPOSED UTILITY LINE REMOVAL
- PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE
- EXISTING UTILITY LINE PREVIOUSLY ABANDONED
- PROPOSED REMOVALS

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

IF PLAN SHEET IS 11" x 17", SCALE IS 1" = 20'

NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON (RUSTY WILLARD, 940-349-8601) REGARDING LOCATION FOR DELIVERY OF SALVAGED ITEMS. NO SEPARATE PAYMENTS SHALL BE MADE FOR DELIVERY OF SALVAGED ITEMS.
2. REMOVE ALL FENCES AND TREES IN ACCORDANCE WITH SPECIFICATION SECTION 31 11 00 – CLEARING. REMOVE AND ABANDON ALL INDICATED UTILITIES IN ACCORDANCE WITH SECTION 02 41 14.
3. UPON COMPLETION OF ALL CONSTRUCTION ACTIVITIES CONTRACTOR SHALL HYDROMULCH ALL DISTURBED AREAS (~50 SY).
4. CONTRACTOR SHALL COORDINATE WITH CITY TO REMOVE EXISTING FENCES AND TO SECURE ANY OPENINGS CAUSED BY FENCE REMOVAL.

TABLE 1: REMOVAL

NAME	DESCRIPTION (THE FOLLOWING ITEMS TO BE SALVAGED AND RETURNED TO THE CITY)
1	CONTROL PANEL TO BE REMOVED
2	LIFT STATION AND SLAB TO BE REMOVED, RE: 1/48
3	VALVE VAULT TO BE ABANDONED, RE: 2/48
4	ELECTRIC SERVICE POLE TO BE REMOVED
5	AIR RELEASE VALVE TO BE REMOVED
6	ELECTRIC SERVICE POLE TO BE REMOVED
7	SERVICE LINE TO BE RECONNECTED TO NEW SEWER LINE. CLEANOUTS TO BE RELOCATED.

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P: 817-335-6511

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. LOO
124645
LICENSED PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

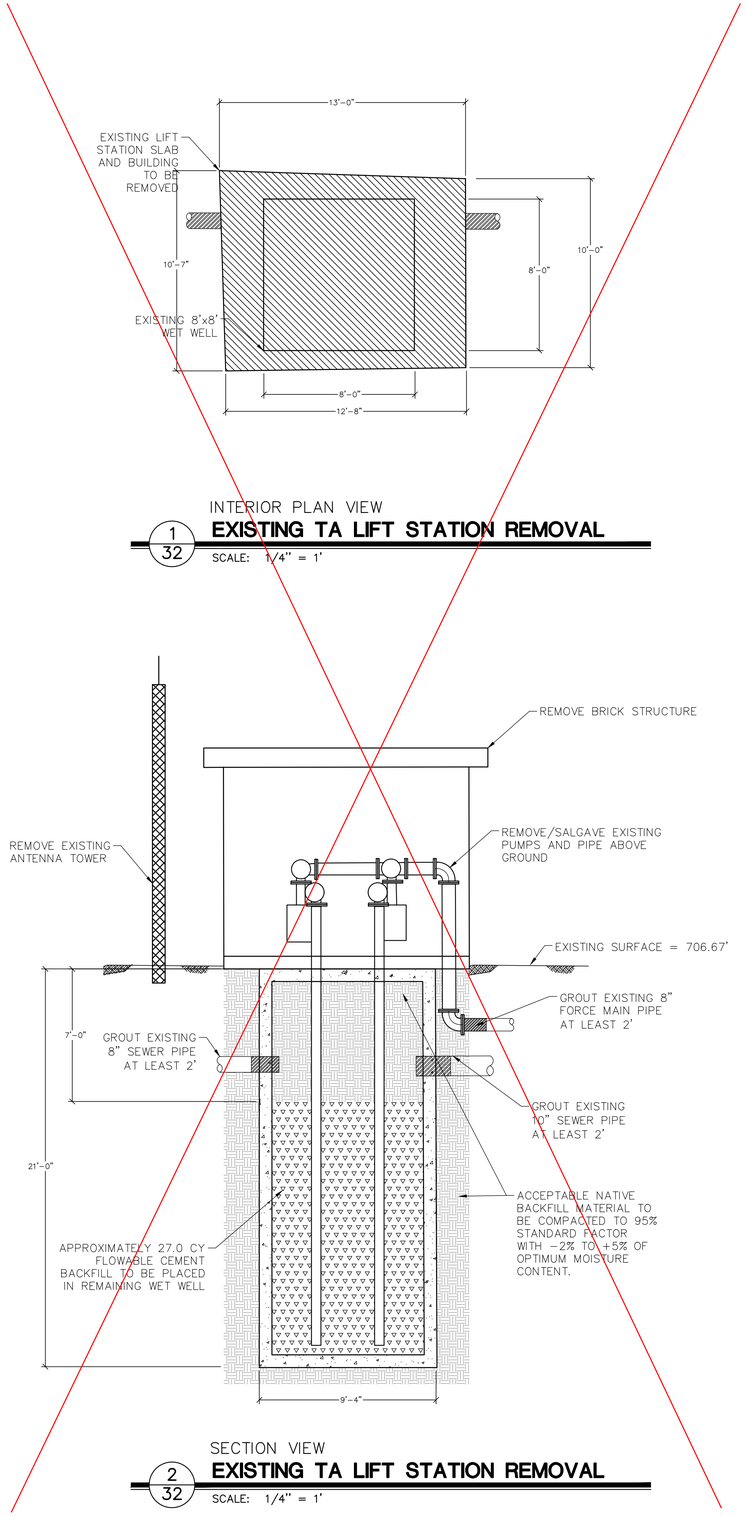
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION
VOLUME 2

BORDER COWBOY
LIFT STATION
DEMOLITION LAYOUT

DATE:	MARCH 2025
DESIGN:	CPI
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CHECKED:	JRA
KHA NO.:	061024063

SHEET
30

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INTERIOR PLAN VIEW

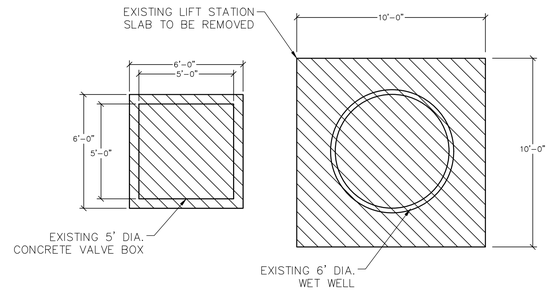
1/32 EXISTING TA LIFT STATION REMOVAL

SCALE: 1/4" = 1'

SECTION VIEW

2/32 EXISTING TA LIFT STATION REMOVAL

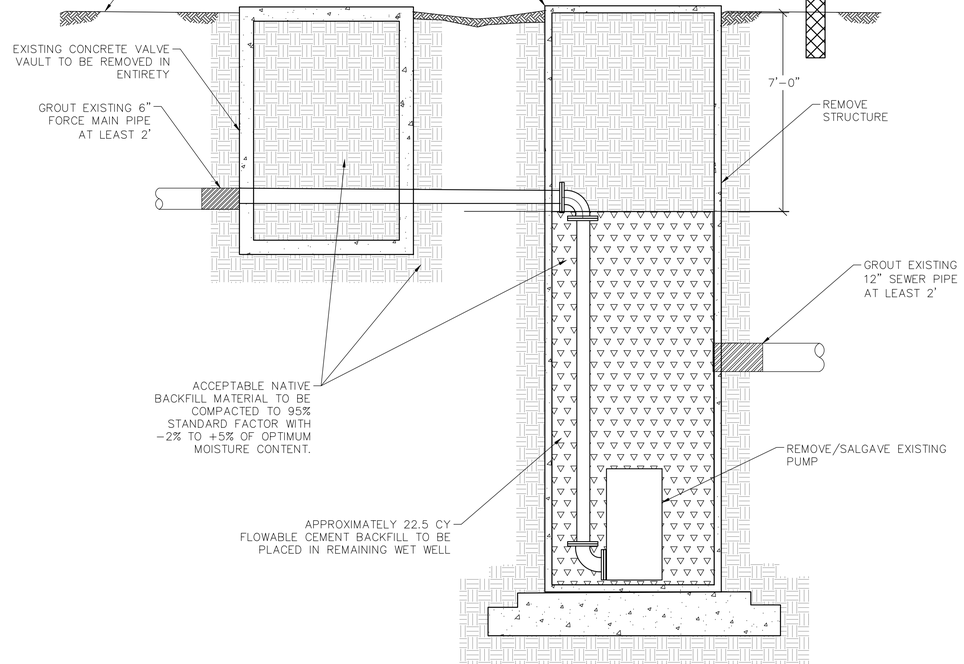
SCALE: 1/4" = 1'



INTERIOR PLAN VIEW

3/32 EXISTING BORDER COWBOY LIFT STATION REMOVAL

SCALE: 1/4" = 1'



SECTION VIEW

4/32 EXISTING BORDER COWBOY LIFT STATION REMOVAL

SCALE: 3/8" = 1'

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801 Cherry St., Suite 1300 Ft. Worth, TX 76102
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No.	Revision	By	Date



CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION
VOLUME 2

LIFT STATION
DEMOLITION DETAILS

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET

32

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Attachment "B"
Accounting Method

☒ **Actual Cost Method of Accounting**

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

☐ **Lump Sum Method of Accounting**

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

Attachment “C”
Schedule of Work

Estimated Start Date (mm/dd/yyyy): 08/01/2025, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 480

Estimated Completion Date (mm/dd/yyyy): 03/24/2026

Attachment "D"
Statement Covering Contract Work

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

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

☒ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).

☐ TxDOT will procure a utility engineering consultant.

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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 **KIMLEY-HORN AND ASSOCIATES, INC.**, with its corporate office at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: I35 Split to Milam Phase II (the "PROJECT").

SECTION 1
Scope of Services

A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2
Compensation and Term of Agreement

A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $751,100 in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

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A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment 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

Amendments to Section 4, if any, are included in Attachment B.

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

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

C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

(2) Except to the extent of specific site visits expressly detailed and set forth in

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Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

(3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

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

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

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

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the

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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.

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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

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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.

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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

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

L. Disclosure

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

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

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

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment 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

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testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

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

SECTION 5
Obligations of the City

Amendments to Section 5, if any, are included in Attachment B.

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or

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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.

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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

Amendments to Section 6, if any, are included in Attachment B.

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.

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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

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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

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

L. Prohibition On Contracts With Companies Boycotting Israel

ENGINEER acknowledges that in accordance with Chapter 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

N. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City

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at the time the Engineer submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Engineer will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

O. 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 Engineer shall complete and submit the City's Conflict of Interest Questionnaire.

P. 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:

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Attachment A - Scope of Services, Compensation, Project Schedule
Attachment B - Amendments to Standard Agreement for Engineering Services

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

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

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC

DocuSigned by:
BY: John Atkins
25D7303EA77F421...
AUTHORIZED SIGNATURE

Printed Name: John Atkins

Title: Vice President

817-339-2272
PHONE NUMBER

john.atkins@kimley-horn.com
EMAIL ADDRESS

2022-873387
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS
SARA HENSLEY, CITY MANAGER

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

ATTEST:
ROSA RIOS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

DocuSigned by:
Stephen D. Gay
FEB48BB9726E4A9...
SIGNATURE

Stephen D. Gay
PRINTED NAME

Director
TITLE

Water Utilities
DEPARTMENT

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PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement:
I-35 – SPLIT TO MILAM PHASE 2
Scope of Services

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the I-35 – SPLIT TO MILAM PHASE 2 project under the Professional Service Agreement (7574-010).

Project Understanding

Under the first phase of the IH-35 utility Relocation contract, The CITY requested that the ENGINEER perform additional services to analyze the sewer basin projected flows for potential development in the Milam Creek to Loop 288 area to evaluate and determine the appropriate size of sewer infrastructure needed to meet peak flows for the proposed developments.
This analysis indicated that the existing sewer infrastructure is undersized and would need to be upsized and rerouted to allow for several current proposed developments.

Scope of Services

The CITY has requested that the ENGINEER perform additional services to provide a design for an approximately Three-Million Gallon per Day (3.27-MGD) regional sanitary sewer lift station, force main, and gravity sewer mains in order to promote the future development planned for the I-35 north west corridor and clear the conflicts identified with the I-35 TxDOT project. This lift station will be designed to allow for the abandonment of the Border-Cowboy and TA lift stations and be phased to allow for initial flows of 1,200 gallons per minute (gpm) up to 2,300 gpm.

The task descriptions listed below are in addition to the previously authorized items.

Task 1 Design Management

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Project Management

1. Attend up to one additional meeting with City.
2. Prepare and execute up to two (2) additional subconsultant amendments.

Task 2 – ALIGNMENT STUDY

A. Preliminary Investigation

1. Site Investigation
    a. Walk general alignment.

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b. Document alignment corridor with photographs.

c. Note visible potential alignment, conflicts and issues.

2. Data Review with City

a. Meet with City to review accuracy of record information.

b. Interview City staff concerning historical, existing and future City plans along the alignment.

B. Prepare Alignment Technical Memorandum.

1. Analysis of alignments indicating merits and challenges for each, and including the following considerations:

a. Easement acquisition schedule and cost impacts.

b. Existing development impacts.

c. Existing potential horizontal and vertical conflicts.

d. Accessibility for maintenance.

e. Revise roll plot maps to include full project limits

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

C. Deliverables

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

D. Meetings

1. Conduct one (1) review meeting with City.

2. Revise memorandum based on City comments.

Task 3 – PRELIMINARY DESIGN

A. Geotechnical Engineering

1. Perform a geotechnical analysis of the alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:

a. Subsurface exploration including up to six (6) sample bores varying 10 to 40 feet depending upon location.

b. Laboratory tests for classification purposes and strength characteristics.

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c. Engineering services that address the following:

i. soil and groundwater conditions

ii. Comments on general excavatability of soils and shale encountered

iii. Recommendations for pipe installation, including bedding and backfill

iv. Recommendations for tunneling operations

v. Recommendations for vault and wet well foundation type and allowable loading

vi. Recommendations for lateral pressures for structural design

2. The previously provide geotechnical report will be amended and furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

B. Subsurface Utility Engineering (SUE)

1. Level A investigation of existing water line connection point, and potential crossing utilities. The Level A investigation shall consist of performing up to two (2) level A testholes or "locates" of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.
2. This task assumes that SUE data will be available from TxDOT and may be relied upon for design.

C. Preliminary Waterline and Sanitary Sewer Line Design

1. Visit the site to perform field verification of the survey.
2. Additional Preliminary plan and profile drawings preparation for approximately 1,800 linear feet of 20-inch through 6-inch water main 330 linear feet of 12-inch sanitary sewer force main, and 13,500 feet of 18-inch through 36-inch gravity sanitary sewer line.

a. Prepare (22"x34") plan and profile drawings at 1"=40' horizontal and 1"=4' vertical scale.

b. Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.

c. Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length and construction method.

d. Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.

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e. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.

f. Perform one (1) site visit to verify preliminary design.

3. Preliminary Traffic Control and Detour Plan Preparation.

    a. City and TxDOT typical traffic control details will be included as required.

4. Franchise Utility Coordination

    a. Provide one set of drawings to each franchise utility encountered for their review. Request each franchise to mark up the drawings to show the size, type, and location of their utilities.

    b. Coordinate with franchise utilities if any relocations are required. Notify City if any relocations will be required.

5. Prepare preliminary general notes and details, including City Standard Details where applicable.

6. Prepare preliminary technical specifications utilizing City Standard Specifications, and any special specifications.

7. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.

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

D. U.S. Army Corp of Engineer's Nationwide Permit 12 Memo (USACE NWP 12)

- ENGINEER will incorporate findings from additional field investigations into the previously authorized memorandum.

E. Deliverables

1. Preliminary design submittal (60%)

    a. Submit four (4) copies to City for review and comment.

    b. Submittal shall include the following:

        i. Preliminary design plans (22"x34")

        ii. Preliminary technical specifications (table of contents)

        iii. Geotech report (additional bores will be included in one report)

        iv. NWP 12 Memo (additional findings included in memo)

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v. Opinion of probable construction cost

F. Meetings

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

Task 4 – FINAL DESIGN

A. Final Waterline and Sanitary Sewer Design

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

B. Deliverables:

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

C. Meetings

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

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Task 5 – CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Additional assistance to the previously authorized scope items.

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Additional assistance to the previously authorized scope items.

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Additional assistance to the previously authorized scope items.

Task 8 – RECORD DRAWINGS

A. Record Drawings

1. Additional assistance to the previously authorized scope items.

Task 9 – PERMITTING

A. Permitting

1. Additional assistance to the previously authorized scope items.
2. Submit lift station plans to appropriate regulatory agencies: City, DME, TCEQ, and TDLR for review.
3. The City will be responsible for administration of Platting, Zoning and Obtaining building permits for the City of Denton. The ENGINEER will prepare exhibits as directed by City, including preliminary and final plat exhibits.

Task 10 – SURVEY AND EASEMENTS

A. Design Survey

1. Utility and Property Owner Coordination
    a. Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
    b. Coordinate with Engineer Real Estate Agent on Right of Entries for up to seven (7) parcels.
2. Design Survey

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a. The limits of the survey shall be a 100-foot wide alignment generally along IH-35, and along various crossings as shown on the Project Location Map. The topographic survey will be approximately 13,700 linear feet.

b. Establish up to five (5) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.

c. Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project, as well as tie into the TxDOT control.

d. Perform a field survey to identify and locate all existing topographic elements within the alignment corridor including, but not limited to, the following:

    i. Property pins

    ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.

    iii. Lane Striping (where applicable)

    iv. Driveways

    v. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control

    vi. Culverts and bridges

    vii. Guardrail

    viii. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities

    ix. Traffic signal poles, cabinets, and other signal equipment

    x. Signs (excluding temporary signs)

    xi. Trees, 6-inch caliper and up (center of trunk as well as dripline)

    xii. Buildings

    xiii. Retaining walls

    xiv. Fence limits and material types

    xv. Other applicable physical features that could impact design:

        a) Field ties to the existing edge of pavement on Interstate Hwy 35.

        b) Field sketches of utility manholes and structures.

        c) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

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B. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to seven (7) permanent water line easements and up to seven (7) temporary construction easements.
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

Task 11 – EASEMENT ACQUISTION SERVICES

A. Easement Acquisition Services

ENGINEER will coordinate with the Real Estate Agent to aid in property acquisition services for up to two (2) hours per parcel.

ENGINEER will perform the following services for this task:

1. ENGINEER's Real Estate Agent shall provide appraisals for proposed easements on up to six (6) parcels for the proposed lines. Appraisals will be approved by the City prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.
2. ENGINEER's Real Estate Agent shall engage an independent Appraisal Reviewer to submit an Appraisal Review to accompany any appraisal completed for up six (6) parcels.
3. Provide property negotiation services for up to six (6) parcels for the proposed line as follows:
    a. The offer to purchase the properties will be based on the appraisals as indicated above. The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
    b. ENGINEER's Real Estate Agent will negotiate on behalf of the City and utilize conveyance documents and other necessary forms as prescribed by the City. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the City. If such travel is

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authorized, the expenses involved, including the agent's services, will be considered additional services.

c. The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.

d. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City's ratification and for returning the ratified M/A to ENGINEER's Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.

4. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.

5. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the City through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the City and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance between the City and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the City, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the City. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.

6. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.

7. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.

8. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the City.

Task 13 – LIFT STATION PRELIMINARY ENGINEERING REPORT

A. Prepare Preliminary Engineering Report (PER) for Lift Station Relocations

1. This task assumes that both the Border-Cowboy Lift Station on Barthold Road and the Love's Lift Station on Milam Road will be abandoned and replaced with a new Ganzer lift station. The following tasks will be performed:

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2. Prepare and Submit a Preliminary Engineering Report per the City's specifications for review including:
    a. Lift Station Capacity
        - Prepare and Submit a conceptual site plan for the proposed lift station replacement
    b. System and Pump Curves
    c. Wet Well Sizing
        1. Sized to accommodate existing flows and interim flows from Denton Commerce site, approximately 1,200 gpm. Will be designed to be expandable up to 2,300 gpm peak flow.
    e. Site Access and Security per TCEQ
    f. Flood Protection
    h. Emergency Power (portable). Considerations will be made to add permanent backup generation if desired by City.
3. Prepare and Submit a conceptual site plan for the proposed lift station.

B. Deliverables

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

C. Meetings

a. Conduct one (1) review meeting with City.

b. Revise PER based on City comments.

Task 14 – LIFT STATION PRELIMINARY AND FINAL DESIGN

A. Preliminary Lift Station Design

1. Prepare a preliminary site layout, including drainage, paving, yard piping sizing for initial as well as future capacity. and station configuration.
2. Prepare electrical site layout
3. Coordination with primary electric provider for design
4. The following items may be considered for inclusion into the design:
    a. Flow metering.
    b. Control Narrative – operational narrative of the pumps for normal, low flow and peak operations.
    c. SCADA System.
    d. City architectural requirements and City design preferences.
    e. Geotechnical and structural requirements.
    f. Site lighting requirements.

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g. Junction Structure/Manhole design for up to 4 structures for future phasing

h. On-site generator considerations.

i. Noise Control requirements.

j. City landscaping requirements.

k. City fencing requirements.

l. City storm drainage detention requirements.

5. Prepare a preliminary lift station design including:
   a. Average and peak flow confirmation
   b. Hydraulic analysis
   c. Internal piping and valve layout
   d. Lift station cross-sections
6. Submit preliminary design to the City for review and comment.

B. Final Lift Station Design

1. Prepare engineering plan sheets and specifications in accordance with the preliminary design and for permitting and processing.

2. The plans will include:
   i. Civil sheets: general notes, site plan, grading plan, piping plan, security fence details, lift station mechanical plans and details
   ii. Electrical sheets: general notes, site plan, grounding layout, section and elevations, one-line diagram, pump control schematic, SCADA layout, portable generator connection, and electrical details.
   iii. Structural sheets: general notes, structural details for wet well, valve vault, meter vault (if required), junction structures and slab-on-grade and specifications.

3. Specifications shall include technical specifications for materials and installation of the proposed facilities.

C. Deliverables

1. Preliminary design submittal (60%)
   a. Submit four (4) copies to City for review and comment.
   b. Submittal shall include the following:
      vi. Preliminary design plans (22”x34”)
      vii. Preliminary technical specifications (table of contents)
      viii. Opinion of probable construction cost.
2. Final design submittal (90%)
   c. Submit four (4) copies to City for review and comment.

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d. Submittal shall include the following:

ix. Preliminary design plans (22”x34”)

x. Preliminary technical specifications (table of contents)

xi. Opinion of probable construction cost

D. Meetings

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

Task 15 – LIFT STATION BID PHASE SERVICES

This task assumes the lift stations to be bid as one bid package with the utility relocations. The services shown below will be performed concurrently with Task 6.

A. Bid Phase Services

1. Provide additional bidding assistance as previously authorized to aid in bidding the larger, combined lift station.

Task 16 – LIFT STATION CONSTRUCTION PHASE SERVICES

This task assumes the lift station to be constructed concurrently with the utility relocations. The services shown below are similar to Task 7.

A. Construction Phase Services

1. Provide additional construction phase services as previously authorized to aid in the larger, combined lift station.

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Compensation

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total not-to-exceed $751,100** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

For Tasks 1-16 the total compensation shall be on a reimbursable (hourly) basis and not to exceed **$751,100**.

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

Task	Task Amount
Task 1 – Design Management	$5,500
Task 2 – Alignment Study	$19,700
Task 3 – Preliminary Design	$142,000
Task 4 – Final Design	$98,600
Task 5 – Construction Contract Documents	$4,600
Task 6 – Bid Phase Services	$3,800
Task 7 – Construction Phase Services	$6,600
Task 8 – Record Drawings Preparation	$5,000
Task 9 – Permitting	$50,200
Task 10 – Survey and Easements	$80,100
Task 11 – Easement Acquisition Services	$80,800
Task 12 – Conflict Analysis	N/A
Task 13 – Lift Station Preliminary Engineering Report (PER)	$26,000
Task 14 – Lift Station Prelim/Final Design	$184,300
Task 15 – Lift Station Bid Phase Services	$6,300
Task 16 – Lift Station Const. Phase Services	$37,600

Totals:	**$751,100**

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

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

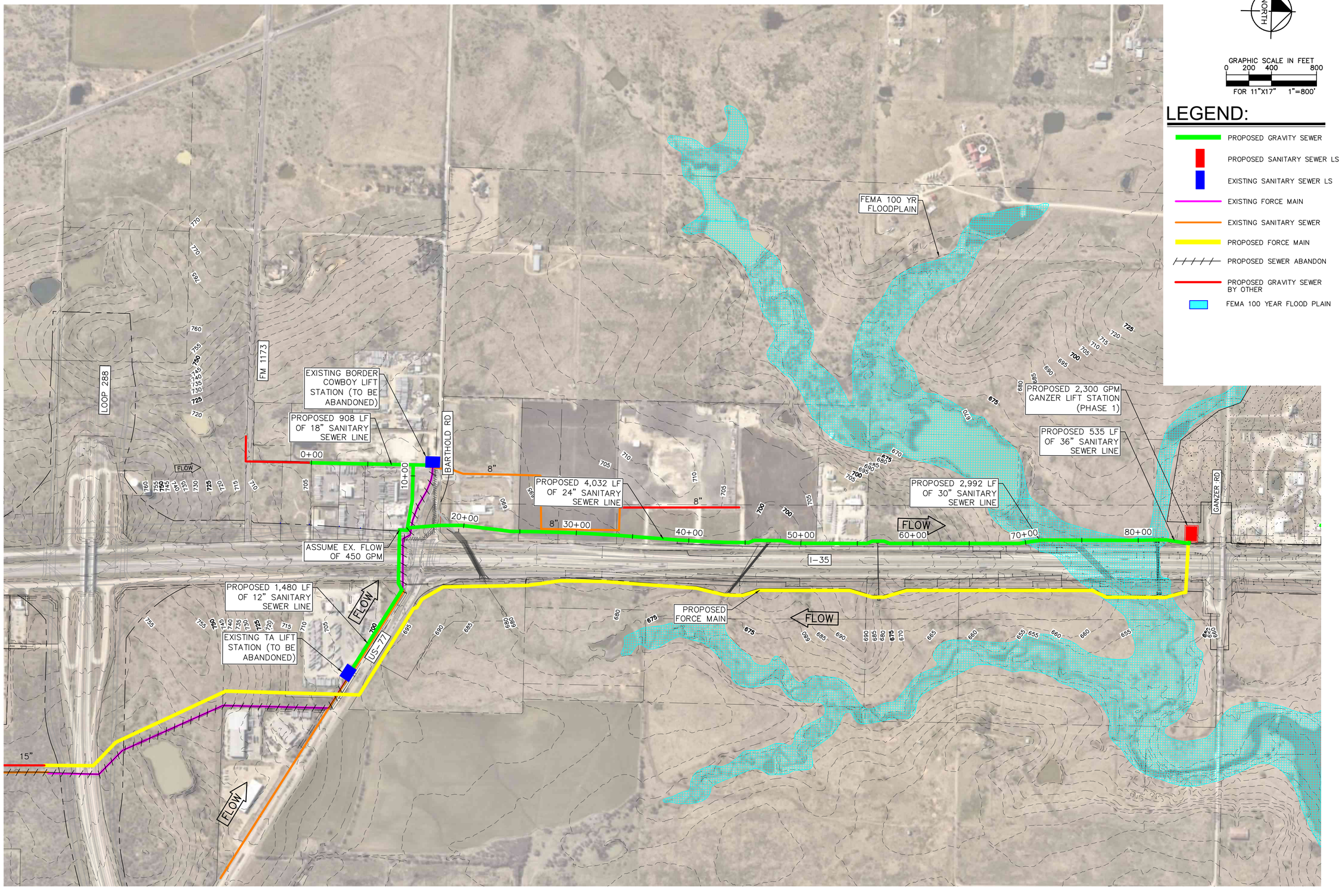
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time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

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

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

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Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED OR SUITABLE FOR BIDDING, OR PERMIT PURPOSES.

CHRIS ICO P.E.
SERIAL NO. 120045
DATE: MARCH 2022

CITY OF DENTON

IH-35 UTILITY RELOCATIONS
(FROM I-35E/W SPLIT TO MILAM)

GRAVITY SEWER
ROUTING LOCATION MAP
(SOUTH OF GANZER)

DATE:	MARCH 2022	CPI	
DESIGN:		JIN	
DRAWN:		CTD	
CHECKED:		061024043	
KHA NO.:			

SHEET
A2

\\kimley-horn\TX_FTW\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\EXHIBIT\Denton-Commerce-Sewer.dwg 2/11/2022 1:20 PM

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Jul 1, 2019

General Project Information

Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam)**
KHA No.	**061024043**
PM:	**Chris Igo**

Task Budget Summary

No.	Task Name	Hours	Labor	Task 700 Expenses	Task 888 Office Exp.	Subtotal
100	Design Mgmt	*24*	$ 5,200		$ 300	$ 5,500
200	Align Routing-Esmt ID	*84*	$ 18,800		$ 900	$ 19,700
201	Prelim Design	*534*	$ 121,100	$ 15,300	$ 5,600	$ 142,000
202	Final Design	*421*	$ 94,200		$ 4,400	$ 98,600
203	Contract Docs	*24*	$ 4,400		$ 200	$ 4,600
204	Bidding Services	*16*	$ 3,600		$ 200	$ 3,800
205	CCA	*26*	$ 6,300		$ 300	$ 6,600
206	Record Drawings	*22*	$ 4,700		$ 300	$ 5,000
207	Permitting	*205*	$ 47,900		$ 2,300	$ 50,200
208	Survey and Easements	*200*	$ 38,100	$ 40,200	$ 1,800	$ 80,100
209	Easement Acquisition	*28*	$ 6,500	$ 74,000	$ 300	$ 80,800
210	Conflict Analysis					
213	LS PER	*115*	$ 24,800		$ 1,200	$ 26,000
214	LS Prelim and Final Desi	*630*	$ 139,300	$ 38,500	$ 6,500	$ 184,300
215	LS Bidding	*26*	$ 6,000		$ 300	$ 6,300
216	LS CCA	*121*	$ 25,400	$ 11,000	$ 1,200	$ 37,600
777	Contingency				$ -	
	TOTALS:	***2,476***	**$ 546,300**	**$ 179,000**	**$ 25,800**	**$ 751,100**

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
	TOTALS:	**$ -**		**$ -**

Project Budget Summary

Labor:	**$**	**546,300**
Expenses:	**$**	**204,800**
TOTAL:	**$**	**751,100**

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information		Task Effort Summary			Task Information	
Client:	**City of Denton**	**Labor:**	**$**	**5,200**	Number:	**100**
Project:	**IH-35 Utility Reloc (split to Milam**	**Expenses:**	**$**	**-**	Name:	**Design Mgmt**
KHA No:	**061024043**	**Allocation:**	**$**	**300**	Task Mgr:	
PM:	**Chris Igo**	**TOTAL:**	**$**	**5,500**		

Task Description and Budgeting

Task Descriptions:	GLC:	P8	P7	P5	P3	B5	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Professional						Subtotal (Hrs)	Expenses ($)
A. Kickoff Meeting																		
Pepare for Kickoff Meeting																		
Attend Kickoff Meeting																		
Kick-off Meeting Notes																		
B. Data Collection																		
Record Drawings																		
GIS Data (including aerials/LiDAR)																		
Projects in Progress																		
C. Sub-Agreements																		
Geotech				1	3												4	
Survey				1	3												4	
SUE				1	3												4	
ROW				1	3												4	
Elect				1	3												4	
Structural				1	3												4	
D. Monthly Reporting																		
Invoicing																		
Reporting (Status/Schedule)																		
Invoice to TxDOT																		
Direct Expenses																		
Subtotals:				6	18												24	$ -

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:			0.3	0.6									0.9	$ -
Effort:			1.4	3.7									5.1	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**18,800**
Expenses:	**$**	**-**
Allocation:	**$**	**900**
TOTAL:	**$**	**19,700**

Task Information	
Number:	**200**
Name:	**Align Routing-Esmt ID**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Professional								Subtotal	
		P8	P7	P5	P3	B5								(Hrs)	Expenses ($)
a) Preliminary Investigation															
i) Data Collection and Record Research															
ii) Site Investigation															
iii) Data Review w/ City															
b) Prelim Property & ROW Investigation				10	10									20	
c) Alignment Tech Memo															
Memorandum Prep															
Easement Impacts															
Pavement Impacts															
OPCC															
Alignment Exhibit Preparation			2	2	20									24	
d) City Meeting Prep and Notes			4	6	8									18	
e) Tech Memo Revisions			2	8	12									22	
Subtotals:			8	26	50									84	$ -

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:		0.6	1.3	1.8									3.6	$ -
Effort:		2.2	6.3	10.2									18.7	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information		Task Effort Summary		Task Information	
Client:	**City of Denton**	**Labor:**	**$ 121,100**	Number:	**201**
Project:	**IH-35 Utility Reloc (split to Milam**	**Expenses:**	**$ 15,300**	Name:	**Prelim Design**
KHA No:	**061024043**	**Allocation:**	**$ 5,600**	Task Mgr:	
PM:	**Chris Igo**	**TOTAL:**	**$ 142,000**		

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Professional								Subtotal (Hrs)	Expenses ($)
		P8	P7	P5	P3	B5									
a) Preliminary Design															
i) Field Verification			8	16	16									40	
ii) Prelim WL/SS/RC Layout				10	10									20	
iii) Prelim WL/SS/RC Plans															
Cover Sheet															
Control Sheets (2)					2									2	
Overall WL Layout Sheet				1	2									3	
Overall SS Layout Sheet				1	2									3	
P&P (FM/SS) ~ 25sheets (.5/2/4/8)			50	100	200									350	
iv) TCP															
v) Franchise Utility Coord															
vi) Gen Notes/Index/Legend															
vii) City Std Dtls															
viii) WL Connection Dtls															
ix) Prelim Tech Specs															
x) OPCC			2	4	8									14	
xi) deliverables				4	6									10	
xii) Meetings															
(1) Kickoff Meeting			4	4	4									12	
(2) On-Site Meeting			8	8	8									24	
(3) Prelim Plan Review Meeting			4	4	5									13	
b) design survey		see survey & easements task													
c) geotechnical engineering			2	4	8		Geotech - CMJ							14	$ 9,900
d) Subsurface Utility Engineering				2	4		SUE - Rios							6	$ 4,000
f) easement instruments (7)		See survey & easements task													
g) Tunnel/Bore Design															
h) Meter Vault Station Design															
i) PRV Vault Design															
2.5 NWP 12 Memo (additional length)			5	5	5									15	
QC and Review with Client			1	1	5									7	
Submit to Client					1									1	

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Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**121,100**
Expenses:	**$**	**15,300**
Allocation:	**$**	**5,600**
TOTAL:	**$**	**142,000**

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

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Professional								Subtotal (Hrs)	Expenses ($)
		P8	P7	P5	P3	B5									
Subtotals:			84	164	286									534	$ 13,900

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:			6.1	8.1	10.2								24.4	$ 13,900
Effort:			22.9	39.6	58.6								121	$ 15,300

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Task Fee Calculation

Date: July 1, 2019

General Project Information		Task Effort Summary			Task Information	
Client:	**City of Denton**	**Labor:**	**$**	**94,200**	Number:	**202**
Project:	**IH-35 Utility Reloc (split to Milam**	**Expenses:**	**$**	**-**	Name:	**Final Design**
KHA No:	**061024043**	**Allocation:**	**$**	**4,400**	Task Mgr:	
PM:	**Chris Igo**	**TOTAL:**	**$**	**98,600**		

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Professional							Subtotal	
		P8	P7	P5	P3	B5							(Hrs)	Expenses ($)
a) final design														
i) incorporate city comments ~ 60 shts			30	120	200								350	
ii) OPCC (1 hour per sheet)			2	10	20								32	
iii) ECP & Dtls														
iv) Div 00 & 01														
v) Abandonment Sheets			2	4	8								14	
vi) Tech Specs				2	4								6	
vIi) deliverables			2	4	4								10	
viiI) City review meeting			3	3	3								9	
Subtotals:			39	143	239								421	$ -

Task Subtotals ($000's)

	Lbr	Expenses ($)
Cost:	18.4	$ -
Effort:	94.1	$ -

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Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**4,400**
Expenses:	**$**	**-**
Allocation:	**$**	**200**
TOTAL:	**$**	**4,600**

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

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Support Staff							Subtotal	
		P8	P7	P5	P3	N6							(Hrs)	Expenses ($)
i) Contract Docs														
Project Manual Revisions														
Bid Plan Revisions				4	10	10							24	
Subtotals:				4	10	10							24	$ -

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:			0.2	0.4	0.3								0.8	$ -
Effort:			1.0	2.0	1.3								4.3	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**3,600**
Expenses:	**$**	**-**
Allocation:	**$**	**200**
TOTAL:	**$**	**3,800**

Task Information	
Number:	**204**
Name:	**Bidding Services**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Support Staff							Subtotal	
		P8	P7	P5	P3	N6							(Hrs)	Expenses ($)
a) Bid Plan/Spec Deliverables														
b) Bid Assistance														
i) Addenda Prep														
ii) Question Responses														
iii) Bid Opening														
iv) Bid Tabulatoin														
v) Evaluatoin of bid results														
vi) Recommendation of award ltr														
c) conformance plans and specs			2	4	10								16	
Subtotals:			2	4	10								16	$ -

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:		0.1	0.2	0.4									0.7	$ -
Effort:		0.5	1.0	2.0									3.6	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**6,300**
Expenses:	**$**	**-**
Allocation:	**$**	**300**
TOTAL:	**$**	**6,600**

Task Information	
Number:	**205**
Name:	**CCA**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Professional								Subtotal	
		P8	P7	P5	P3	B5								(Hrs)	Expenses ($)
a) Pre-con Conference															
b) site visits (30)															
c) shop drawings (assume 50)															
d) final walkthrough and punch list															
e) monthly meeting (18)															
Plan/Spec Interpretation - RFIs 10, 2hr ea		4	4	8	10									26	
Subtotals:		4	4	8	10									26	$ -

Task Subtotals ($000's)														Lbr	Expenses ($)
Cost:	0.3	0.3	0.4	0.4										1.4	$ -
Effort:	1.2	1.1	1.9	2.0										6.2	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**4,700**
Expenses:	**$**	**-**
Allocation:	**$**	**300**
TOTAL:	**$**	**5,000**

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

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
Record Drawings Prep			4	4	10	4							22	
Subtotals:			4	4	10	4							22	$ -

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:		0.3	0.2	0.4	0.1								1.0	$ -
Effort:		1.1	1.0	2.0	0.5								4.6	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**47,900**
Expenses:	**$**	**-**
Allocation:	**$**	**2,300**
TOTAL:	**$**	**50,200**

Task Information	
Number:	**207**
Name:	**Permitting**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) TxDOT UIR Permit			2	10	10								22	
b) Coordinate Utility Agreement w/TxDOT			6	10	20								36	
c) Franchise Utility Coordination			2	6	10								18	
d) Platting														
PDM Meeting			3	3	3								9	
Coordination with Survey Sub			1	4									5	
Drainage Area Map and Calcs			10	25	20								55	
Coordination with Dev Ser			2	20									22	
Address Plat Comments			5	15	10								30	
Coordinate Filing			2	6									8	
Subtotals:			33	99	73								205	$ -

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:			2.4	4.9	2.6								9.9	$ -
Effort:			9.0	23.9	14.9								47.9	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**38,100**
Expenses:	**$**	**40,200**
Allocation:	**$**	**1,800**
TOTAL:	**$**	**80,100**

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

Task Description and Budgeting

Task Descriptions:	GLC:	P8	P7	P5	CO4	B5	Senior Professional II	Senior Professional I	Senior Professional I	Senior Tech Support	Professional						Subtotal (Hrs)	Expenses ($)
Schematic Property Research																		
Topographic Survey				60	80		Field Work - YPASurveying										140	$ 36,500
Easements (7)					60												60	
Subtotals:				60	140												200	$ 36,500

Task Subtotals ($000's)	P8	P7	P5	CO4	B5								Lbr	Expenses ($)
Cost:			3.0	3.2									6.2	$ 36,500
Effort:			14.5	23.5									38.0	$ 40,200

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**6,500**
Expenses:	**$**	**74,000**
Allocation:	**$**	**300**
TOTAL:	**$**	**80,800**

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

Task Description and Budgeting

Task Descriptions:	GLC:	P8	P7	P5	P3	B5	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Professional						Subtotal (Hrs)	Expenses ($)
Property Acquisition Subconsultant							Land Acquisition - Cobb											$ 67,200
Right of Entries (6)																		
Title and Closing Services (6)																		
Negotiation Services (6)																		
Appraisal Service (Land Only) (6)																		
Appraisal Review (6)																		
Sub Coordination			4	12	12												28	
Subtotals:			4	12	12												28	$ 67,200

Task Subtotals ($000's)	Lbr	Expenses ($)
Cost:	1.3	$ 67,200
Effort:	6.4	$ 74,000

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information		Task Effort Summary			Task Information	
Client:	**City of Denton**	**Labor:**	**$**	**-**	Number:	**210**
Project:	**IH-35 Utility Reloc (split to Milam**	**Expenses:**	**$**	**-**	Name:	**Conflict Analysis**
KHA No:	**061024043**	**Allocation:**	**$**	**-**	Task Mgr:	
PM:	**Chris Igo**	**TOTAL:**	**$**	**-**		

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Support Staff							Subtotal	
		P8	P7	P5	P3	N6							(Hrs)	Expenses ($)
Conflict Analysis														
1. Ultimate I35 Schematic review														
2. Utility conflict concpt layout I35														
5 conflicts														
Each conflict packet includes:														
A. conflict schematic														
B. easement ID														
C. schedule														
D. site visit														
F. OPCC														
3. I35 - conflict QA/QC (1 hr per packet)														
Subtotals:														$ -

Task Subtotals ($000's)	Lbr	Expenses ($)
Cost:		$ -
Effort:		$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**24,800**
Expenses:	**$**	**-**
Allocation:	**$**	**1,200**
TOTAL:	**$**	**26,000**

Task Information	
Number:	**213**
Name:	**LS PER**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I	Senior Professional I	Professional								Subtotal	
			P7	P5	P3								(Hrs)	Expenses ($)
Lift Station PER														
Hydraulic Analysis			1	4	12								17	
Pump Selection			1	4	12								17	
Wetwell Sizing				4	12								16	
TCEQ requirements				4	12								16	
Adress Comments				4	12								16	
Border Cowboy Site Selection				4	12								16	
Summary Report			1	4	12								17	
Subtotals:			3	28	84								115	$ -

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:			0.2	1.4	3.0								4.6	$ -
Effort:			0.8	6.8	17.2								24.8	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information		Task Effort Summary		Task Information	
Client:	**City of Denton**	**Labor:**	**$ 139,300**	Number:	**214**
Project:	**IH-35 Utility Reloc (split to Milam**	**Expenses:**	**$ 38,500**	Name:	**LS Prelim and Final Desi**
KHA No:	**061024043**	**Allocation:**	**$ 6,500**	Task Mgr:	
PM:	**Chris Igo**	**TOTAL:**	**$ 184,300**		

Task Description and Budgeting

Task Descriptions:	GLC:	P7 Senior Professional I	P5 Senior Professional I	P3 Professional	B5 Professional							Subtotal (Hrs)	Expenses ($)
Lift Station Prelim Design (for (1) LS, 12,000 gpm)						Structural - Falkofske							$ 10,000
2.2 Prelim Design Considerations													
Site Layout meeting with Client													
Meeting prep		4	4	16								24	
Attend meeting		8	8									16	
Document meeting results		4	4	16								24	
2.3 Prelim Design (Site Civil)													
Site visit - field verify survey and SUE			4	8								12	
LS site plan													
General sheets (2), cover, gen notes			4	10								14	
Dimension Control sheet (1)			4	6								10	
LS site plan sheet (1)		4	20	60								84	
LS grading plan sheet (1)		4	20	60								84	
LS details sheet (1) pumps and piping		4	4	16								24	
Ex LS Demolition sheet (1)			4	4								8	
Ex LS Site grading sheet (1)			4	20								24	
2.4 Sub Coordination - Electrical			4	4		Electrical - BGD						8	$ 25,000
Lift Station Final Design													
3.1 Plan and Tech Spec													
Civil plans													
General sheets (2), cover, gen notes			2	4								6	
Dimension Control sheet (1)			2	2								4	
LS site plan sheet (1)		2	2	4								8	
LS grading plan sheet (1)		2	2	6								10	
LS Mech sheet (1) pumps and piping		20	40	80								140	
LS fence and gate details			3	10								13	
LS details sheets (2) Structural			10	20								30	
LS, Valve Vt, Meter Vt, Gen Pad,													
Transformer Pad, Odor Control Pad													
Erosion Control sheet (1)			2	2								4	
Ex LS Demolition sheet (1)			2	2								4	
Ex LS Site grading sheet (1)			2	2								4	
Technical Specs													
Division 02 Site Work (13 specs)			12	18	7							37	
Division 09 Finishes (2 specs)			2	4								6	
Division 11 Equipment (2 specs)			10	10								20	
Division 13 Instrumentation (4 specs)													
Coordination with Elect Sub			4	2								6	
Division 16 Electrical (12 specs)													
Coordination with Elect Sub			4	2								6	
Subtotals:		52	183	388	7							630	$ 35,000

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**139,300**
Expenses:	**$**	**38,500**
Allocation:	**$**	**6,500**
TOTAL:	**$**	**184,300**

Task Information	
Number:	**214**
Name:	**LS Prelim and Final Desi**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I	Senior Professional I	Professional	Professional							Subtotal	
			P7	P5	P3	B5							(Hrs)	Expenses ($)
Task Subtotals ($000's)													Lbr	Expenses ($)
	Cost:		3.8	9.0	13.8	0.3							26.9	$ 35,000
	Effort:		14.2	44.2	79.4	1.4							139	$ 38,500

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**6,000**
Expenses:	**$**	**-**
Allocation:	**$**	**300**
TOTAL:	**$**	**6,300**

Task Information	
Number:	**215**
Name:	**LS Bidding**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Bid Plan/Spec Deliverables														
b) Bid Assistance														
i) Addenda Prep			2	2	6								10	
ii) Question Responses			2	2	6								10	
iii) Bid Opening														
iv) Bid Tabulatoin														
v) Evaluatoin of bid results														
vi) Recommendation of award ltr														
c) conformance plans and specs			2	2	2								6	
Subtotals:			6	6	14								26	$ -

Task Subtotals ($000's)												Lbr	Expenses ($)
Cost:		0.4	0.3	0.5								1.2	$ -
Effort:		1.6	1.4	2.9								6.0	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**061024043**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**25,400**
Expenses:	**$**	**11,000**
Allocation:	**$**	**1,200**
TOTAL:	**$**	**37,600**

Task Information	
Number:	**216**
Name:	**LS CCA**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I	Senior Professional I	Professional									Subtotal (Hrs)	Expenses ($)
		P7	P5	P3										
a) shop drawings (assume 20)		2	10	30	40								82	
b) pump startup				5	5								10	
d) final walkthrough and punch list				3	3								6	
Plan/Spec Interpretation - RFIs 4, 2hr ea		2	2	4	8								16	
2.4 Sub Coordination - Electrical				2		5	Electrical - BGD						7	$ 8,000
							Structural - Falkofske							$ 2,000
Subtotals:		4	12	44	56	5							121	$ 10,000

Task Subtotals ($000's)	Lbr	Expenses ($)
Cost:	5.0	$ 10,000
Effort:	25.4	$ 11,000

DocuSign Envelope ID: 16EE7E28-AD0E-43B7-9728-C84141D8A9B7

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
PSA 7574-010

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7574-010 ("Amendment") by and between the City of Denton, Texas ("City") and Kimley-Horn and Associates, Inc. ("Engineer"); to that certain contract executed on May 17, 2022, in the original not-to-exceed amount of $751,100 (the "Agreement"); for professional services related to the I-35 Split to Milam Phase II 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 $224,300 with this Amendment for an aggregate not-to-exceed amount of $975,400; 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 design of I-35 Split to Milam Phase II 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, a total fee, including reimbursement for non-labor expenses an amount not to exceed $224,300.

2. This Amendment modifies the Agreement amount to provide an additional $224,300 for the additional services with a revised aggregate not to exceed total of $975,400.

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.

DocuSign Envelope ID: 16EE7E28-AD0E-43B7-9728-C84141D8A9B7

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 09/19/2023.

"City"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

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

SARA HENSLEY
CITY MANAGER

ATTEST:
JESUS SALAZAR, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

"Engineer"

KIMLEY-HORN AND ASSOCIATES, INC.

By: DocuSigned by: Josh Atkins 25D7303EA77F421...

AUTHORIZED SIGNOR, TITLE

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

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

SIGNATURE

Trevor Crain, PMP
PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:
I-35 - SPLIT TO MILAM PHASE 2
GANZER LIFT STAITON AND GRAVITY SEWER/FORCE MAIN
Amendment Scope of Services

This is Amendment Number 01 to the Professional Service Agreement (7574-010) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on May 17, 2022.

Scope of Services

This project was originally intended to be bid and constructed as a single construction set, along with the I-35 Utility Relocations. There are now two (2) separate I-35 utility relocation projects, as well as two (2) projects to be bid and constructed under this contract. Due to recent developments, the original corridor for design and proposed easement were no longer were feasible, thus there was a need for additional survey and design phase services for the gravity and force main sewers. The CITY has requested that the ENGINEER perform the following additional services:

Task 4 – FINAL DESIGN

A. Final Waterline and Sanitary Sewer Design

1. Provide additional Preliminary/Final plan and profile drawings preparation for an addition of approximately 500 linear feet water main, 330 linear feet of 12-inch sanitary sewer force main, and 400 feet of 18-inch through 33-inch gravity sanitary sewer line.

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
    a. Preparation of addenda and delivery to City for distribution to plans holders.
    b. Responses to questions submitted by plans holders.
    c. Attend bid opening facilitated by City.
    d. Preparation of bid tabulation.
    e. Preparation of recommendation of award letter.
4. Conformance plans and specifications

a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.

i. Provide up to four (4) sets to City for execution.

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference

    a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site

2. Site Visits

    a. Visit the construction site up to twelve (12) times during construction to perform construction observation. 12 months construction time is assumed.

    b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.

    c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

    d. Hold monthly meetings with the contractor, either on site or off site for up to twelve (12) meetings.

3. Recommendations with Respect to Defective Work

    a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.

4. Clarifications and Interpretations

    a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

5. Change Orders

a. Recommend change orders to City, as appropriate.

b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

6. Shop Drawings and Samples

    a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to thirty (30) shop drawings.

7. Substitutes and "or-equal"

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

    b. Provide recommendations to City

8. Inspections and Tests

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

9. Disagreements between City and Contractor

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

10. Final Walkthrough and Punchlist Preparation

a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.

i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

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

Task 10 – SURVEY AND EASEMENTS

A. Design Survey

1. Provide an additional 7,000 linear feet of topographic survey due to a change in alignment. Survey will be provided per the previously authorized scope items.

Task 15 – LIFT STATION BID PHASE SERVICES

A. Bid Phase Services

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

Task 16 – LIFT STATION CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
    a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site

2. Site Visits

    a. Visit the construction site up to twelve (12) times during construction to perform construction observation. 12 months construction time is assumed.

    b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.

    c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

    d. Hold monthly meetings with the contractor, either on site or off site for up to twelve (12) meetings.

3. Recommendations with Respect to Defective Work

    a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.

4. Clarifications and Interpretations

    a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

5. Change Orders

    a. Recommend change orders to City, as appropriate.

    b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

6. Shop Drawings and Samples

    a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences,

schedules, or procedures of construction or to related safety precautions and programs. Assumes up to fifty (50) shop drawings.

b. Substitutes and "or-equal"

c. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

d. Provide recommendations to City

7. Inspections and Tests

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

b. Disagreements between City and Contractor

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

8. Final Walkthrough and Punchlist Preparation

a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.

b. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

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

SCHEDULE

At a mutually agreed upon date.

Compensation

The additional services described above will be accommodated by increasing the contract amount by $224,300. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	$5,500	-	$5,500
Task 2 – Alignment Study	$19,700	-	$19,700
Task 3 – Preliminary Design	$142,000	-	$142,000
Task 4 – Final Design	$98,600	$22,700	$121,300
Task 5 – Construction Contract Documents	$4,600	-	$4,600
Task 6 – Bid Phase Services	$3,800	$12,200	$16,000
Task 7 – Construction Phase Services	$6,600	$61,100	$67,700
Task 8 – Record Drawings Preparation	$5,000	-	$5,000
Task 9 – Permitting	$50,200	-	$50,200
Task 10 – Survey and Easements	$80,100	$25,300	$105,400
Task 11 – Easement Acquisition Services	$80,800	-	$80,800
Task 12 – Conflict Analysis	N/A	-	-
Task 13 – Lift Station Preliminary Engineering Report (PER)	$26,000	-	$26,000
Task 14 – Lift Station Prelim/Final Design	$184,300	-	$184,300
Task 15 – Lift Station Bid Phase Services	$6,300	$28,900	$35,200
Task 16 – Lift Station Const. Phase Services	$37,600	$74,100	$111,700
Totals:	**$751,100**	**$224,300**	**$975,400**

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

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Jul 13, 2022

General Project Information	
Client:	**City of Denton**
Project:	**I-35 Split to Mila Ph2**
KHA No.	**061024063**
PM:	**Chris Igo**

Task Budget Summary

No.	Task Name	*Hours*	Labor	Task 700 Expenses	Task 888 Office Exp.	Subtotal
400	Final Design	*80*	$ 21,700		$ 1,000	$ 22,700
600	Bid Phase	*48*	$ 11,600		$ 600	$ 12,200
700	CCA	*175*	$ 53,100	$ 5,500	$ 2,500	$ 61,100
1000	Survey	*39*	$ 9,800	$ 15,000	$ 500	$ 25,300
1500	LS Bidding	*92*	$ 27,600		$ 1,300	$ 28,900
1600	LS CCA	*241*	$ 70,800		$ 3,300	$ 74,100
777	Contingency				$ -	
	TOTALS:	***675***	**$ 194,600**	**$ 20,500**	**$ 9,200**	**$ 224,300**

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
	TOTALS:	**$ -**		**$ -**

Project Budget Summary		
Labor:	**$**	**194,600**
Expenses:	**$**	**29,700**
TOTAL:	**$**	**224,300**

Kimley»Horn

Task Fee Calculation

Date: July 13, 2022

General Project Information	
Client:	**City of Denton**
Project:	**I-35 Split to Mila Ph2**
KHA No:	**061024063**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**21,700**
Expenses:	**$**	**-**
Allocation:	**$**	**1,000**
TOTAL:	**$**	**22,700**

Task Information	
Number:	**400**
Name:	**Final Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Analyst P1							Subtotal (Hrs)	Expenses ($)
Additional Design		10		10	40	20							80	
Subtotals:		10		10	40	20							80	$ -

Task Subtotals ($000's)

												Lbr	Expenses ($)
Cost:	1.0		0.6	1.7	0.7							3.9	$ -
Effort:	3.7		3.1	10.7	4.2							21.7	$ -

Kimley»Horn

Task Fee Calculation

Date: July 13, 2022

General Project Information	
Client:	**City of Denton**
Project:	**I-35 Split to Mila Ph2**
KHA No:	**061024063**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**11,600**
Expenses:	**$**	**-**
Allocation:	**$**	**600**
TOTAL:	**$**	**12,200**

Task Information	
Number:	**600**
Name:	**Bid Phase**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Senior Tech Support CO4	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Bid Plan/Spec Deliverables														
b) Bid Assistance														
i) Addenda Prep			2	2	9								13	
ii) Question Responses			2	2	10								14	
iii) Bid Opening					1								1	
iv) Bid Tabulatoin					1								1	
v) Evaluatoin of bid results					1	1							2	
c) conformance plans and specs			2	2	12	1							17	
Subtotals:			6	6	34	2							48	$ -

Task Subtotals ($000's)

	Lbr	Expenses ($)
Cost:	1.9	$ -
Effort:	11.6	$ -

Kimley»Horn

Task Fee Calculation

Date: July 13, 2022

General Project Information	
Client:	**City of Denton**
Project:	**I-35 Split to Mila Ph2**
KHA No:	**061024063**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**53,100**
Expenses:	**$**	**5,500**
Allocation:	**$**	**2,500**
TOTAL:	**$**	**61,100**

Task Information	
Number:	**700**
Name:	**CCA**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Pre-con Conference		1		4	4								9	
b) site visits (12)		6		12	12								30	$ 5,000
c) shop drawings (assume 30)		6		12	12								30	
d) final walkthrough and punch list		8		8	8								24	
e) monthly meeting (12)		12		12	24								48	
Plan/Spec Interpretation - RFIs 10, 2hr ea		4	2	8	20								34	
Subtotals:		37	2	56	80								175	$ 5,000

Task Subtotals ($000's)	P8	P7	P5	P3	B5							Lbr	Expenses ($)
Cost:	3.6	0.2	3.3	3.3								10.4	$ 5,000
Effort:	13.6	0.7	17.3	21.4								53.1	$ 5,500

Kimley»Horn

Task Fee Calculation

Date: July 13, 2022

General Project Information	
Client:	**City of Denton**
Project:	**I-35 Split to Mila Ph2**
KHA No:	**061024063**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**9,800**
Expenses:	**$**	**15,000**
Allocation:	**$**	**500**
TOTAL:	**$**	**25,300**

Task Information	
Number:	**1000**
Name:	**Survey**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Senior Tech Support CO4	Professional B5							Subtotal (Hrs)	Expenses ($)
Revise Easement				1	1								2	
Additional Topo Process				15	22								37	
Field Crew											YPA			$ 13,600
Subtotals:				16	23								39	$ 13,600

Task Subtotals ($000's)	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Senior Tech Support CO4	Professional B5							Lbr	Expenses ($)
Cost:			1.0	0.6								1.6	$ 13,600
Effort:			5.0	4.8								9.8	$ 15,000

Kimley»Horn

Task Fee Calculation

Date: July 13, 2022

General Project Information	
Client:	**City of Denton**
Project:	**I-35 Split to Mila Ph2**
KHA No:	**061024063**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**27,600**
Expenses:	**$**	**-**
Allocation:	**$**	**1,300**
TOTAL:	**$**	**28,900**

Task Information	
Number:	**1500**
Name:	**LS Bidding**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Coordination with Purchasing		2		8									10	
Prepare and Submit Addenda (2)		2		6	20								28	
Electriical Coord				5									5	
Answer Bidder Qs		2		10									12	
Prepare for and conduct prebid		1		4	4								9	
Prepare for and attend bid opening		1		1	1								3	
Bid Tabulation					4								4	
Recommendation of Award		2		2									4	
Conformed Docs		1		8	8								17	
Subtotals:		11		44	37								92	$ -

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:	1.1		2.6	1.5									5.2	$ -
Effort:	4.0		13.6	9.9									27.6	$ -

Kimley»Horn

Task Fee Calculation

Date: July 13, 2022

General Project Information	
Client:	**City of Denton**
Project:	**I-35 Split to Mila Ph2**
KHA No:	**061024063**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**70,800**
Expenses:	**$**	**-**
Allocation:	**$**	**3,300**
TOTAL:	**$**	**74,100**

Task Information	
Number:	**1600**
Name:	**LS CCA**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Assist with Contract Execution		2		2	2								6	
Conduct Preconstruction Meeting		4		4	4								12	
Coordination Meetings and Notes (12)		10		10	30								50	
Shop Drawings & Submittal Review		10		10	40								60	
RFIs		5		10	30								45	
Change Orders		5		5	10								20	
Public Mtg				4	4								8	
Startup				6	6								12	
Punchlist Walkthrough				4	6								10	
Final Walkthrough				3	3								6	
Electrical Coord				4	8								12	
Subtotals:		36		62	143								241	$ -

Task Subtotals ($000's)	P8	P7	P5	P3	B5							Lbr	Expenses ($)
Cost:	3.5		3.7	6.0								13.1	$ -
Effort:	13.2		19.2	38.3								70.7	$ -

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:
I-35 - SPLIT TO MILAM PHASE 2
GANZER LIFT STAITON AND GRAVITY SEWER/FORCE MAIN
Amendment Scope of Services

This is Amendment Number 02 to the Professional Service Agreement (7574-010) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on May 17, 2022.

Scope of Services

Construction duration has been extended. Also, this project was originally intended to be a single agreement package and permitted with TxDOT as a single project, but it has since been split into two CSJ's for CSJ 074 and CSJ 047. There was substantial coordination to have TxDOT agree to the way the project is split and how the reimbursement percentage was set up. There has also been a need for additional coordination with the City and others in relation to easement acquisition. In order to facilitate the longer design and permitting process, budgets were moved to accommodate those steps, but now there is a need to add compensation back to the original construction phase service task. The CITY has requested that the ENGINEER perform the following services:

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
    a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
    a. Visit the construction site up to sixteen (16) times during construction to perform construction observation. 16 months construction time is assumed.
    b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
    c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
    d. Hold monthly meetings with the contractor, either on site or off site for up to twelve (12) meetings.

3. Recommendations with Respect to Defective Work

    a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.

4. Clarifications and Interpretations

    a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

5. Change Orders

    a. Recommend change orders to City, as appropriate.

    b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

6. Shop Drawings and Samples

    a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to thirty (30) shop drawings.

7. Substitutes and "or-equal"

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

    b. Provide recommendations to City

8. Inspections and Tests

    a. Review certificates of inspections and tests within ENGINEER's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINER will be entitled to rely on the results of

such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

9. Disagreements between City and Contractor
    a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.
10. Final Walkthrough and Punchlist Preparation
    a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
        i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.
    b. Compile punch list from information gathered during final walkthrough with City and Contractor.

SCHEDULE

At a mutually agreed upon date.

Compensation

The additional services described above will be accommodated by increasing the contract amount by $120,000. The following table summarizes the revised contract amount:

Task	Original Contract	Amd. 1	Amd. 2	Revised Contract
Task 1 – Design Management	$5,500	-	-	$5,500
Task 2 – Alignment Study	$19,700	-	-	$19,700
Task 3 – Preliminary Design	$142,000	-	-	$142,000
Task 4 – Final Design	$98,600	$22,700	-	$121,300
Task 5 – Construction Contract Documents	$4,600	-	-	$4,600
Task 6 – Bid Phase Services	$3,800	$12,200	($16,000)	$0
Task 7 – Construction Phase Services	$6,600	$61,100	($67,700)	$0
Task 8 – Record Drawings Preparation	$5,000	-	-	$5,000
Task 9 – Permitting	$50,200	-	-	$50,200
Task 10 – Survey and Easements	$80,100	$25,300	$14,472	$119,872
Task 11 – Easement Acquisition Services	$80,800	-	-	$80,800
Task 12 – Conflict Analysis	N/A	-	-	-
Task 13 – Lift Station Preliminary Engineering Report (PER)	$26,000	-	-	$26,000
Task 14 – Lift Station Prelim/Final Design	$184,300	-	$173,964	$358,264
Task 15 – Lift Station Bid Phase Services	$6,300	$28,900	($13,300)	$21,900
Task 16 – Lift Station Const. Phase Services	$37,600	$74,100	$28,564	$140,264

Totals:	**$751,100**	**$224,300**	**$120,000**	**$1,095,400**

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

** TxDOT NOTE: AMENDMENT 2 IS CURRENTLY PENDING COUNCIL APPROVAL

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Jul 13, 2022

General Project Information	
Client:	**City of Denton**
Project:	**I-35 Split to Mila Ph2**
KHA No.	**061024063**
PM:	**Chris Igo**

Task Budget Summary

No.	Task Name	*Hours*	Labor	Task 700 Expenses	Task 888 Office Exp.	Subtotal
400	Final Design					
600	Bid Phase					
700	CCA					
1000	Survey					
1500	LS Bidding					
1600	LS CCA	*387*	$ 114,700		$ 5,300	$ 120,000
777	Contingency				$ -	
	TOTALS:	***387***	**$ 114,700**	**$ -**	**$ 5,300**	**$ 120,000**

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
	TOTALS:	**$ -**		**$ -**

Project Budget Summary		
Labor:	**$**	**114,700**
Expenses:	**$**	**5,300**
TOTAL:	**$**	**120,000**

Kimley»Horn

Task Fee Calculation

Date: July 13, 2022

General Project Information	
Client:	**City of Denton**
Project:	**I-35 Split to Mila Ph2**
KHA No:	**061024063**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**114,700**
Expenses:	**$**	**-**
Allocation:	**$**	**5,300**
TOTAL:	**$**	**120,000**

Task Information	
Number:	**1600**
Name:	**LS CCA**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Assist with Contract Execution		2		2	2								5	
Conduct Preconstruction Meeting		2		4	4								10	
Coordination Meetings and Notes (16)		30		64	64								158	
Shop Drawings & Submittal Review		10		20	60								90	
RFIs		5		20	30								55	
Change Orders		5		5	10								20	
Public Mtg				4	4								8	
Startup				6	6								12	
Punchlist Walkthrough				4	6								10	
Final Walkthrough				3	3								6	
Electrical Coord				4	8								12	
Subtotals:		54		136	197								386	$ -

Estimate

PROJECT:
City of Denton – Construction Inspection Services
RKI Project Number: ADI23-001-00

CLIENT:
The City of Denton
Capital Projects
401 N. Elm Street
Denton, Tx 76201
Phone: 469-982-7444

Client No. A05046

Attn:Shawn Messick

Invoice Number:
Estimate Date: **5/14/2025**

Client Contract #:
City of Denton Proj. #: CSJ-XXX
RKI Project Number: **ADI23-001-00**

Professional Services

CSJ-XXX - Milam Lift Station

Professional Personnel

		Hours		Rate		Amount		
Srav Jangam	Inspection Services	4640	$	110.00	$	510,400.00		
Bruce Nipp	Management	116	$	202.75	$	23,519.00		
Denise Pemberton	Administrative	116	$	72.50	$	8,410.00		
Totals		4872			$	542,329.00		
Total Labor							**$**	**542,329.00**

Unit Billing

Company Auto Miles		Miles		Rate		Amount		
11/30/2023	Mileage - 290000 Miles @ 0.65	29,000	$	0.650	$	18,850.00		
	Total Units				**$**	**18,850.00**	**$**	**18,850.00**

Total this Invoice **$** **561,179.00**

Bruce D. Nipp

RKI Representative: Signature

5/14/2025
Date

Bruce D. Nipp
Printed Name

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 3/19)
Page of

U-Number: U00018749

ROW CSJ Number: 0195-02-079 District: Dallas

County: Denton Highway No.: IH 35

Federal Project No.: NH 2020 (576)

I, Shawn Messick , a duly authorized and qualified representative of

City of Denton , hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State.**

☑ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:

1. Mountian Cascade
2. SJ Louis
3. Oscar Renda
4.
5.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State.** If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.

☐ D The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Contact/Help

Signature Date

Title

U48

SECTION 00 42 43 - UNIT PRICE BID FORM

To: City of Denton
901-B Texas Street
Denton, TX 76209
Attn: Purchasing Dept.

From: Mountain Cascade of Texas, LLC.
5340 E US Hwy 67
Alvarado, TX 76009
Andrew L. McCulloch
817-783-3094
amcculloch@mountaincascade.com

PROJ.: IH-35 Split to Milam Phase 2
Ganzer Road Lift Station, Force Main and Gravity Sewer

IFB: 7968-005
ENG
PMO:

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
		VOLUME 1				
		UID: U00018749 RCSJ: 0195-02-079				
		FORCE MAIN				
1	32 93 00	Temporary Project Sign	EA	3	$ 1,000.00	$ 3,000.00
2	01 70 00	Mobilization	EA	1	$ 670,000.00	$ 670,000.00
3	32 93 00	Seeding	SY	40,513	$ 1.00	$ 40,513.00
4	33 01 30	Post-CCTV Inspection	LF	10,363	$ 3.00	$ 31,089.00
5	33 05 05	Trench Safety	LF	9,601	$ 1.00	$ 9,601.00
6	33 05 07	18" Casing by Other Than Open Cut*	LF	742	$ 750.00	$ 556,500.00
7	33 05 07	18" Casing by Open Cut*	LF	20	$ 550.00	$ 11,000.00
8	33 05 15, 33 14 14	12" HDPE Force Main Carrier Pipe	LF	762	$ 135.00	$ 102,870.00
9	33 05 61, 33 05 62	5' Concrete Manhole*	EA	2	$ 64,250.00	$ 128,500.00
10	33 14 14	12" HDPE Pressure Pipe, Force Main	LF	9,461	$ 180.00	$ 1,702,980.00
11	33 14 14	12" HDPE Pressure Pipe, Force Main, CLSM Backfill	LF	140	$ 370.00	$ 51,800.00
12	33 14 20	8" Gate Valve*	EA	1	$ 6,500.00	$ 6,500.00
13	33 14 20	12" Gate Valve*	EA	5	$ 9,700.00	$ 48,500.00
14	33 31 23	3" Sewer Air Release Valve and Vault*	EA	5	$ 30,000.00	$ 150,000.00
					TOTAL BID AMOUNT (VOL 1 FORCE MAIN):	**$ 3,512,853.00**
		UID: U00018749 RCSJ: 0195-02-079				
		GRAVITY SEWER				
18	32 93 00	Seeding	SY	1,620	$ 1.00	$ 1,620.00
19	33 01 30	Post-CCTV Inspection	LF	894	$ 3.00	$ 2,682.00
20	33 05 05	Trench Safety	LF	425	$ 2.00	$ 850.00
21	33 05 07	48" Casing by Open Cut	LF	99	$ 1,080.00	$ 106,920.00
22	33 05 08	48" Casing or Tunnel Liner Plate by Other Than Open Cut*	LF	370	$ 1,600.00	$ 592,000.00
23	33 05 15, 33 31 10	30" FRP Sanitary Sewer Carrier Pipe	LF	469	$ 240.00	$ 112,560.00
24	33 05 61, 33 05 62	5' Concrete Manhole*	EA	2	$ 21,000.00	$ 42,000.00
25	33 05 61, 33 05 62	6' Concrete Manhole*	EA	1	$ 23,000.00	$ 23,000.00
26	33 05 61, 33 05 62	5' Extra Depth Concrete Manhole	VF	20	$ 715.00	$ 14,300.00
27	33 05 61, 33 05 62	6' Extra Depth Concrete Manhole	VF	16	$ 1,000.00	$ 16,000.00
28	33 31 10	30" Fiberglass Reinforced Sanitary Sewer Pipe	LF	48	$ 490.00	$ 23,520.00
					TOTAL BID AMOUNT (VOL 1 GRAVITY SEWER):	**$ 935,452.00**

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
		LIFT STATION				
31	Various	**Lift Station Mechanical:** Including but not limited to the installation of cast-in-place wetwell and associated appurtenances, junction structure and associated gravity pipe, two (2) 1,270 gpm non-clog submersible sewage pumps and guide rails, discharge piping, pump base elbows, valve vault with valves, piping, and appurtenances, gravity and force main yard piping, flow meter and vault, and any other improvements not specifically identified in the other lump sum items, including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	EA	1	$ 1,900,000.00	$ 1,900,000.00
32	Various	**Lift Station Electrical:** Including but not limited to procurement and installation of all proposed electrical, instrumentation, and controls equipment, SCADA equipment, level, pressure and temperature instruments, conduit, grounding and lightning protection, switchboard and automatic transfer switch, onsite generator, VFD and associated cooling units, connection to electric utility, and site lighting, including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	EA	1	$ 1,250,000.00	$ 1,250,000.00
33	Various	**Site Improvements:** Including but not limited to site grading, paving, fencing, gates, landscaping improvements, equipment pads, erosion control and preparation of SWPPP, site restoration, as-built survey of underground improvements, and including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	EA	1	$ 500,000.00	$ 500,000.00
					TOTAL BID AMOUNT (VOL 1 LIFT STATION)	**$ 3,650,000.00**
					TOTAL BID AMOUNT VOLUME 1	**$ 8,098,305.00**
		VOLUME 2				
		UID: U00018749 RCSJ: 0195-02-079				
		GRAVITY SEWER				
34	32 93 00	Temporary Project Sign	EA	3	$ 1,000.00	$ 3,000.00
35	02 41 14	Grout Fill 8" Utility Line (Sewer)	LF	169	$ 20.00	$ 3,380.00
36	02 41 14	Remove 8" Utility Line (Sewer)	LF	278	$ 35.00	$ 9,730.00
37	02 41 14	Remove 10" Utility Line (Sewer)	LF	199	$ 35.00	$ 6,965.00
38	02 41 14	Remove 12" Utility Line (Sewer)	LF	18	$ 40.00	$ 720.00
39	02 41 14	Remove 4' Utility Manhole	EA	7	$ 5,000.00	$ 35,000.00
40	02 41 14	Abandon Lift Station and Related Structures	EA	2	$ 45,000.00	$ 90,000.00
41	02 41 14	Remove Sewer ARV Appurtenance	EA	1	$ 1,500.00	$ 1,500.00

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
71	33 31 23	6" Sewer Service	EA	2	$ 4,230.00	$ 8,460.00
					TOTAL BID AMOUNT (VOL 2 GRAVITY SEWER):	$ 158,755.00
73	02 41 14	Grout Fill 16" Utility Line (Water)	LF	115	$ 100.00	$ 11,500.00
74	02 41 14	Remove 16" Water Valve	EA	2	$ 1,000.00	$ 2,000.00
75	02 41 14	Salvage Fire Hydrant	EA	1	$ 1,000.00	$ 1,000.00
76	32 01 17	Concrete Paving Repair for Utility Trench	SY	2	$ 280.00	$ 560.00
77	33 05 05	Trench Safety	LF	66	$ 5.00	$ 330.00
78	33 05 98	16" Water Main Connection with Shutdown	EA	1	$ 20,000.00	$ 20,000.00
79	33 14 10	16" DIP Water Pipe	LF	66	$ 1,000.00	$ 66,000.00
80	34 14 10	Fire Hydrant Assembly	LF	1	$ 20,000.00	$ 20,000.00
					TOTAL BID AMOUNT (VOL 2 WATER LINE)	$ 121,390.00
					TOTAL BID AMOUNT VOLUME 2	$ 280,145.00

TOTAL PROJECT BID AMOUNT (BOTH VOLUME 1&2 AND RCSJ: 0195-02-079): $ 8,378,450.00

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

END BID ITEMS

Attn: Purchasing Dept.

Mountain Cascade of Texas, LLC.

IFB: IH-35 Split to Milam Phase 2Ganzer Road Lift Station, Force Main and Gravity Sewer

SECTION 00 42 43 - UNIT PRICE BID FORM

To: City of Denton
901-B Texas Street
Denton, TX 76209
Attn: Purchasing Dept.

From: S.J. Louis Construction of Texas, LTD.
520 S 6th Ave
Mansfield, Texas 76063
Adam Lunsford
(817) 905-3535
AdamL@sjlouis.com

PROJ.: IH-35 Split to Milam Phase 2
Ganzer Road Lift Station, Force Main and Gravity Sewer
IFB: 7968-005
ENG
PMO:

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	Spec. Section No.	Description	UOM	BID QTY	Unit Price	Extended Price
VOLUME 1						
UID: U00018749 RCSJ: 0195-02-079						
FORCE MAIN						
1	32 93 00	Temporary Project Sign	EA	3	$ 700.00	$ 2,100.00
2	01 70 00	Mobilization	EA	1	$ 375,000.00	$ 375,000.00
3	32 93 00	Seeding	SY	40,513	$ 0.80	$ 32,410.40
4	33 01 30	Post-CCTV Inspection	LF	10,363	$ 2.00	$ 20,726.00
5	33 05 05	Trench Safety	LF	9,601	$ 0.01	$ 96.01
6	33 05 07	18" Casing by Other Than Open Cut*	LF	742	$ 883.00	$ 655,186.00
7	33 05 07	18" Casing by Open Cut*	LF	20	$ 400.00	$ 8,000.00
8	33 05 15, 33 14 14	12" HDPE Force Main Carrier Pipe	LF	762	$ 247.00	$ 188,214.00
9	33 05 61, 33 05 62	5' Concrete Manhole*	EA	2	$ 18,400.00	$ 36,800.00
10	33 14 14	12" HDPE Pressure Pipe, Force Main	LF	9,461	$ 249.00	$ 2,355,789.00
11	33 14 14	12" HDPE Pressure Pipe, Force Main, CLSM Backfill	LF	140	$ 469.00	$ 65,660.00
12	33 14 20	8" Gate Valve*	EA	1	$ 2,400.00	$ 2,400.00
13	33 14 20	12" Gate Valve*	EA	5	$ 6,800.00	$ 34,000.00
14	33 31 23	3" Sewer Air Release Valve and Vault*	EA	5	$ 27,400.00	$ 137,000.00
					TOTAL BID AMOUNT (VOL 1 FORCE MAIN):	**$ 3,913,381.41**
UID: U00018749 RCSJ: 0195-02-079						
GRAVITY SEWER						
18	32 93 00	Seeding	SY	1,620	$ 0.80	$ 1,296.00
19	33 01 30	Post-CCTV Inspection	LF	894	$ 2.00	$ 1,788.00
20	33 05 05	Trench Safety	LF	425	$ 0.01	$ 4.25
21	33 05 07	48" Casing by Open Cut	LF	99	$ 593.00	$ 58,707.00
22	33 05 08	48" Casing or Tunnel Liner Plate by Other Than Open Cut*	LF	370	$ 1,492.00	$ 552,040.00
23	33 05 15, 33 31 10	30" FRP Sanitary Sewer Carrier Pipe	LF	469	$ 528.00	$ 247,632.00
24	33 05 61, 33 05 62	5' Concrete Manhole*	EA	2	$ 23,300.00	$ 46,600.00
25	33 05 61, 33 05 62	6' Concrete Manhole*	EA	1	$ 26,700.00	$ 26,700.00
26	33 05 61, 33 05 62	5' Extra Depth Concrete Manhole	VF	20	$ 510.00	$ 10,200.00
27	33 05 61, 33 05 62	6' Extra Depth Concrete Manhole	VF	16	$ 693.00	$ 11,088.00
28	33 31 10	30" Fiberglass Reinforced Sanitary Sewer Pipe	LF	48	$ 490.00	$ 23,520.00
					TOTAL BID AMOUNT (VOL 1 GRAVITY SEWER):	**$ 979,575.25**
LIFT STATION						

31	Various	**Lift Station Mechanical:** Including but not limited to the installation of cast-in-place wetwell and associated appurtenances, junction structure and associated gravity pipe, two (2) 1,270 gpm non-clog submersible sewage pumps and guide rails, discharge piping, pump base elbows, valve vault with valves, piping, and appurtenances, gravity and force main yard piping, flow meter and vault, and any other improvements not specifically identified in the other lump sum items, including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	EA	1	$ 2,430,000.00	$ 2,430,000.00
32	Various	**Lift Station Electrical:** Including but not limited to procurement and installation of all proposed electrical, instrumentation, and controls equipment, SCADA equipment, level, pressure and temperature instruments, conduit, grounding and lightning protection, switchboard and automatic transfer switch, onsite generator, VFD and associated cooling units, connection to electric utility, and site lighting, including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	EA	1	$ 1,220,000.00	$ 1,220,000.00
33	Various	**Site Improvements:** Including but not limited to site grading, paving, fencing, gates, landscaping improvements, equipment pads, erosion control and preparation of SWPPP, site restoration, as-built survey of underground improvements, and including all equipment, materials, labor and services required in accordance with the Contract Documents, Drawings, and specifications for the completion of the Work.	EA	1	$ 525,000.00	$ 525,000.00
					TOTAL BID AMOUNT (VOL 1 LIFT STATION)	**$ 4,175,000.00**
					TOTAL BID AMOUNT VOLUME 1	**$ 9,067,956.66**
		VOLUME 2				
		UID: U00018749 RCSJ: 0195-02-079				
		GRAVITY SEWER				
34	32 93 00	Temporary Project Sign	EA	3	$ 700.00	$ 2,100.00
35	02 41 14	Grout Fill 8" Utility Line (Sewer)	LF	169	$ 10.00	$ 1,690.00
36	02 41 14	Remove 8" Utility Line (Sewer)	LF	278	$ 50.00	$ 13,900.00
37	02 41 14	Remove 10" Utility Line (Sewer)	LF	199	$ 70.00	$ 13,930.00
38	02 41 14	Remove 12" Utility Line (Sewer)	LF	18	$ 90.00	$ 1,620.00
39	02 41 14	Remove 4' Utility Manhole	EA	7	$ 2,000.00	$ 14,000.00
40	02 41 14	Abandon Lift Station and Related Structures	EA	2	$ 40,000.00	$ 80,000.00
41	02 41 14	Remove Sewer ARV Appurtenance	EA	1	$ 3,000.00	$ 3,000.00

71	33 31 23	6" Sewer Service	EA	2	$ 8,400.00	$ 16,800.00
					TOTAL BID AMOUNT (VOL 2 GRAVITY SEWER):	**$ 147,040.00**
73	02 41 14	Grout Fill 16" Utility Line (Water)	LF	115	$ 20.00	$ 2,300.00
74	02 41 14	Remove 16" Water Valve	EA	2	$ 500.00	$ 1,000.00
75	02 41 14	Salvage Fire Hydrant	EA	1	$ 500.00	$ 500.00
76	32 01 17	Concrete Paving Repair for Utility Trench	SY	2	$ 180.00	$ 360.00
77	33 05 05	Trench Safety	LF	66	$ 0.01	$ 0.66
78	33 05 98	16" Water Main Connection with Shutdown	EA	1	$ 19,000.00	$ 19,000.00
79	33 14 10	16" DIP Water Pipe	LF	66	$ 1,045.00	$ 68,970.00
80	34 14 10	Fire Hydrant Assembly	LF	1	$ 10,000.00	$ 10,000.00
					TOTAL BID AMOUNT (VOL 2 WATER LINE)	**$ 102,130.66**
					TOTAL BID AMOUNT VOLUME 2	**$ 249,170.66**

TOTAL PROJECT BID AMOUNT (BOTH VOLUME 1&2 AND CSJ 074 & 047): $ 9,317,127.32

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into

END BID ITEMS

Attn: Purchasing Dept. **S.J. Louis Construction of Texas LTD.**

IFB: IH-35 Split to Milam Phase 2Ganzer Road Lift Station, Force Main and Gravity Sewer

Capital Projects/Engineering
401 N. Elm St., Denton, TX 76201 • (940) 349-8910

March 4, 2025

TxDOT – Dallas District Utility and Survey Supervisor
4777 E. Highway 80
Mesquite, Texas 76021
214-320-6648

Dear TxDOT Dallas District Utilities:

This correspondence aims to elucidate the reasons behind the limited participation in the bidding process for the IH-35 Split to Milam Phase 2 (CSJ-074) (RCSJ-079) - Utility ID#: U00018749 project by the City of Denton.

The City of Denton initiated the solicitation for this project utilizing a Prequalified List of Utility Relocation Construction Services, consisting of three (3) contractors: Mountain Cascade of Texas, Oscar Renda Contracting, Inc., and S.J. Louis Construction of Texas, Ltd. However, bids were only received from Mountain Cascade of Texas and Oscar Renda Contracting, Inc., as submitted to the City of Denton's Procurement Office. It's noteworthy that the City lacks the authority to mandate participation from all parties, hence S.J. Louis Construction of Texas, Ltd. did not fulfill the bid requirements.

Should you find this letter and its accompanying enclosure insufficient in addressing this matter, please don't hesitate to contact us for further assistance.

Sincerely,

Shawn Messick
Construction Project Manager

Enclosure(s):
Bid Opportunity Detail

Login

Bid Opportunity Detail

Return to Listing | Supplier Registration

Bid Information

Type	Invitation for Bid
Status	Unsealed
Number	7968-005 Addendum 3 (I-35H Utility Relocation Split to Milam Phase 2)
Issue Date & Time	1/10/2025 01:09:28 PM (CT)
Close Date & Time	2/12/2025 01:00:00 PM (CT)
Question Cut Off Date	1/31/2025 02:00:00 PM (CT)
Duration	1 month 2 days
Notes	

Contact

Name
Address
Phone
Fax
Email

IFB 7968-005 - IH-35 UTILITY RELOCATION SPLIT TO MILAM PHASE 2: GANZER ROAD LIFT STATION, FORCE MAIN AND GRAVITY SEWER

The submittal process may take significant time.
The City highly recommends that respondents do not wait until minutes before the due date and time to submit proposal.

Submissions via email will not be accepted.

****Original Hard Copy Bid Bonds (w/raised seal) are required.****

A Pre-Bid Meeting will be conducted on Friday, January 24, 2025, at 9:00AM CST

To attend the Public Opening in-person, see physical location below:
Development Service Center
Training Room ONE
401 N. Elm Street
Denton, TX 76201

To attend the Public Opening virtually follow the link:
Click here to join the meeting
Meeting ID: 257 027 977 694
Passcode: PL9KN22c
Download Teams | Join on the web

A Public Opening will be conducted for this solicitation on Wednesday, February 12, 2025, at 1:30PM CST

To attend the Public Opening in-person, see physical location below:
Development Service Center
Training Room ONE
401 N. Elm Street
Denton, TX 76201

To attend the Public Opening virtually follow the link:
Click here to join the meeting
Meeting ID: 285 540 652 776
Passcode: T334nZ9q
Download Teams | Join on the web
Learn More | Meeting options

In accordance with the provisions of Texas State Law, the City of Denton (the City) is requesting submissions to contract with an individual or business with considerable experience in providing goods or services of this solicitation. The responses and the cost solutions shall be submitted to the City of Denton in a sealed submission.

The awarded individual or business shall possess a proven track record of using innovative approaches to providing goods and services that represent the best value to their clients. The awarded individual or business shall have the ability to accomplish all aspects of the requested services. The selected individual or firm should be able to provide innovative methods to deal with municipal challenges, and cost effective solutions.

Only firms prequalified under the Request for Qualifications (RFQ 7968 - Prequalification for Utility Relocation Construction Services) portion of this two-step process are allowed to submit bids in response to this Invitation for Bid (IFB). The firms who have been prequalified are as follows (listed alphabetically):

- Mountain Cascade of Texas
- Oscar Renda Contracting, Inc.
- S.J. Louis Construction of Texas, Ltd.

Bid Documents

Document name	Format
Bid Invitation	Acrobat / PDF
Public Question & Answer	Acrobat / PDF

1 2 items in 1 pages

Bid Attachments

File Name	Description	File Size
IFB 7968-005 I35 Split to Milam Ph2 Project Manual - SPECS.pdf (please login to view this document)	IFB 7968-005 I35 Split to Milam Ph2 Project Manual - SPECS (**SEE ADDENDUM 2 FOR REVISIONS**)	22.5 MB
00 42 43 - Unit Price Bid Form.xlsx (please login to view this document)	00 42 43 - Unit Price Bid Form (**SEE ADDENDUM 2 FOR REVISIONS**)	42 KB
IFB 7968-005 I35 Split to Milam Ph2-Volume 1 - PLANS.pdf (please login to view this document)	IFB 7968-005 I35 Split to Milam Ph2-Volume 1 - PLANS (**SEE ADDENDUM 1 & 3 FOR REVISIONS**)	59.21 MB
IFB 7968-005 I35 Split to Milam Ph2-Volume 2 - PLANS.pdf (please login to view this document)	IFB 7968-005 I35 Split to Milam Ph2-Volume 2 - PLANS	51.5 MB
IFB 7968-005 - Safety Record Questionnaire.pdf	IFB 7968-005 - Safety Record Questionnaire	21 KB
ADDENDUM 1 - IFB 7968-005 Summary of Changes.pdf (please login to view this document)	**ADDENDUM 1** IFB 7968-005 Summary of Plan Changes	2.67 MB
ADDENDUM 2 - IFB 7968-005 Pre-Bid Meeting Recording.mp4	**ADDENDUM 2** IFB 7968-005 Pre-Bid Meeting Recording	23.30 MB
ADDENDUM 2 - IFB 7968-005 Pre-Bid Meeting Agenda_Attendance.pdf	**ADDENDUM 2** IFB 7968-005 Pre-Bid Meeting Agenda & Attendance	272 KB
ADDENDUM 2 - IFB 7968-005 Summary of Changes.pdf (please login to view this document)	**ADDENDUM 2** IFB 7968-005 Summary of Changes	274 KB
ADDENDUM 2 - 00 42 43 - Unit Price Bid Form - REVISED.xlsx (please login to view this document)	**ADDENDUM 2** 00 42 43 - Unit Price Bid Form - REVISED	42 KB
ADDENDUM 3 - IFB 7968-005 Summary of Changes.pdf (please login to view this document)	**ADDENDUM 3** IFB 7968-005 Summary of Changes	688 KB

1 11 items in 1 pages

Bid Questions

Question	There is specification mentioned in drawing sheet 31 that references submersible pump as indicated in section 43 25 01. However, there is no specification included with the bid documents. Can you please provide the specification so we can determine who to reach out to for pricing?
Answer	Sheet 31 should reference the sewage pump section 33 25 02 found in the contract documents. An updated sheet 31 to reflect the correct spec section number and include the pump model number will be provided in Addendum 3.
Submitted	2/7/2025 03:31:16 PM (CT)

Question	Please provide CAD plans/models for the entire lengths of the sanitary sewers, and force main pipelines. The provided Vol 1 and Vol 2 plans do not show existing elevation lines within the plan views.
Answer	The City will provide CADs to the selected contractor after contract award.
Submitted	1/29/2025 10:00:38 AM (CT)

Question	What is the project budget?
Answer	Total project budget is $20,000,000, including without limitation, construction services, design services, soft costs, and right of ways required to deliver the projects per the Contract Documents.
Submitted	1/24/2025 05:31:48 PM (CT)

Question	Sheet 13 is missing station numbers. Can this sheet be provided?
Answer	A corrected plan sheet 13 will be provided in Addendum #1.
Submitted	1/20/2025 09:29:23 AM (CT)

Bid Event Participation Activity

Activity Date	Activity Name	Description
1/24/2025 09:00:00 AM (CT)	Pre-Bid Conference	A non-mandatory Pre-Bid Conference will be available to interested contractors. Attendance at the Pre-Bid Conference is strongly encouraged prior to submission of a response. **To attend the meeting virtually through Microsoft Teams, follow instructions on 'Event Details' Tab.** **To attend the meeting in-person, see physical location below:**

1 1 items in 1 pages

Activity Date	Activity Name	Description
		City of Denton Development Service Bldg. Training Room ONE 401 N. Elm Street Denton, TX 76201

1 items in 1 pages

Plan Holders

Supplier Name	City	State	Contact Name	Email	Phone
mountain cascade of texas	Alvarado	TX	Cody Sears	codys@mountaincascade.com	(817) 783-3094
Oscar Renda Contracting, Inc.	Grapevine	TX	Janie Rodriguez	bidding@southlandholdings.com	(817) 293-4263
S.J. Louis Construction of Texas, Ltd	Mansfield	TX	Adam Lunsford	AdamL@sjlouis.com	(817) 477-0320

3 items in 1 pages

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

☐ Utility Joint Use Agreement (ROW–U–JUA)
☐ Plans with joint use area highlighted are included.

☒ RULIS Permit Number: 00002/20240509/43058/98302/UP
The utility should obtain an approved permit before the start of construction inside of the highway right of way.

☐ Quitclaim will be submitted at the Final Billing

UTILITY PERMIT APPROVAL

TO:	Tankersley City of Denton - Cole
	401 N. Elm St. Denton,76201

Date:	04-29-2025
Application/Permit No.:	00002/20240509/43058/98302/UP
District:	Dallas

Highway	Control Section	Maintenance Section	County
IH0035-A: From milepost 472.533 To milepost 472.534	0195-02		Denton
IH0035-K: At milepost 472+0.768	0195-02		Denton
IH0035-L: At milepost 472.557	0195-02		Denton
IH0035-R: From milepost 472.553 To milepost 472.554	0195-02		Denton
IH0035-X: From milepost 473.039 To milepost 473.04	0195-02		Denton
IH0035-A: From milepost 472.541 To milepost 472.542	0195-02		Denton
IH0035-L: At milepost 472.565	0195-02		Denton
IH0035-R: At milepost 472.562	0195-02		Denton
IH0035-X: From milepost 473.047 To milepost 473.048	0195-02		Denton
IH0035-X: At milepost 473.047	0195-02		Denton
FM1173-K: From milepost 999Z+1.513 To milepost 999Z+1.717	1059-02		Denton
IH0035-X: From milepost 471.531 To milepost 473.046	0195-02		Denton
FM1173-K: From milepost 999Z+1.719 To milepost 999Z+1.813	1059-02		Denton
IH0035-A: At milepost 471.202	0195-03		Denton
IH0035-L: At milepost 471.219	0195-03		Denton
IH0035-X: At milepost 471.71	0195-02		Denton
US0077-R: From milepost 0.115 To milepost 0.284	0195-02		Denton
IH0035-A: From milepost 471.411 To milepost 472.355	0195-02		Denton
US0077-L: From milepost 0.094 To milepost 0.283	0195-02		Denton
US0077-R: From milepost 0.385 To milepost 0.502	0195-02		Denton

Schedule Dates: from 04/22/2025 to 10/17/2025

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. 00002/20240509/43058/98302/UP dated

12/06/2024 and accompanying documentation, except as noted below.

Reviewed and approved by the Area Office with the understanding from the Utility representative the following. The exception request and documents are no longer needed. The roadway which the utility has requested an exception under a non-maintained section of roadway on US 77. Abandonment will be finalized upon completion and will be submitted with as-builts or an amendment.

Special Provisions:

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of workdays and traffic control plans. Use the RULIS website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval and any approved amendments at the job site.

When installing utility lines on controlled-access highways, access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for routine service and maintenance operations. The Installation Owner's rights of access to the

through-traffic roadways and ramps shall be subject to the same rules and regulations as that apply to the general public except, however, if an emergency occurs and usual means of access for routine service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for the convenience and safety of highway traffic.

The installation shall not damage any part of the highway, and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. If the Utility Installation Owner fails to comply with any or all the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

SME - Utility Coordinator Review **Review Answer:**Recommend Approval w/ Comments/Changes **Response text:** City of Denton to coordinate with the Area Office on placement and field changes.
SME - Utility Coordinator Review **Review Answer:**Recommend Approval **Response text:** Reviewed and approved by the Area Office with the understanding from the Utility representative the following. This new installation falls within a proposed Txdot road widening project CSJ: 1315-01-036 FM1385 section 2 and will be scoped & adjusted during Altice's ultimate relocate design. Txdot plans are currently at 60% and subject to change. If changes result in placement to be within conflict of proposed construction Altice will be responsible in adjusting to clear by the projects ready to let date.
SME - Utility Coordinator Review **Review Answer:**Recommend Approval **Response text:** Reviewed and approved by the Area Office.
SME - Utility Coordinator Review **Review Answer:**Recommend Approval **Response text:** approve

SME ATTACHMENTS:

Included attachments:

SME Answers Summary 2875716.pdf
SME Answers Summary 2841084.pdf

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: 100 %

☐ Non-interstate Highway (Calculations attached)

☒ Interstate Highway

☐ Toll Road

☐ SP2125 Approved Application (100%)
Minute Order #: _____

☐ Master Utility Agreement

ROW Utility Manual Chapter 8, Section 2
In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	[illegible]
3	9[illegible]	385
4	23[illegible]	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

EXAMPLE

Attachment "G"
Betterment Calculation and Estimate

☒ Elective Betterment Ratio established: 30.81 %
☒ Calculation is attached and the justification is included below
☒ A betterment and an in-kind estimate are included

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

☐ Not Applicable

A statement explaining Elective and/or Forced Betterment:
The City maintains a 4-inch sanitary sewer force main that was in conflict with the CSJ 074 project from Milam Road to US 77 along the east side of I-35. In order to replace this asset and develop a sewer solution that fits with the City of Denton Wastewater Masterplan, a new 12-inch force main from Ganzer Road to Loop 288 has been planned to be constructed. This is being considered an elective betterment. There are other improvements shown in close vicinity that are planned to be constructed by the same contractor, but will be tracked in relation to the TxDOT conflicts

BETTERMENT RATIO CALCULATOR

Two estimates are required to calculate betterment. One with, and one without betterment. Please attach both estimates.

The total estimated cost of the project **INCLUDING BETTERMENT**	$9,933,272.91
The total estimated cost of the project **NOT** including **BETTERMENT**	$6,872,339.48
THE AMOUNT OF BETTERMENT	$3,060,933.43
The **BETTERMENT RATIO** IS:	30.81%

NORTH

GRAPHIC SCALE IN FEET
0 250 500 1000
FOR 11"X17" 1"=1000'

PROPOSED 370 LF OF 10" SANITARY SEWER

EX. BORDER COWBOY LS TO BE ABANDONED IN CONFLICT WITH IH-35 ROW AND FM 1173 ROADWAY

FM 1173

BARTHOLDRD

PROPOSED BORDER COWBOY LIFT STATION

PROPOSED 66 LF OF 16" WATER LINE

PROPOSED 306 LF OF 6" FORCE MAIN

FLOW

GANZER RD

MILAM RD

IH-35

2222+00 2230+00 2240+00 2250+00 2260+00 2270+00 2280+00 2290+00 2300+00 2310+00 2320+00 2330+00 2340+00 2350+00

EX. LOVES LS TO BE ABANDONED WITH IH-35 CSJ 074

FORCE MAIN RELOCATED WITH IH-35 CSJ 087

EX. TA LS TO REMAIN

FLOW

PROPOSED 12,221 LF OF 4" FORCE MAIN

LEGEND:

- PROPOSED SANITARY SEWER LS
- EXISTING SANITARY SEWER LS (TO REMAIN)
- EXISTING SANITARY SEWER LS (TO BE ABANDONED)
- EXISTING FORCE MAIN
- EXISTING SANITARY SEWER
- PROPOSED GRAVITY SEWER
- PROPOSED FORCE MAIN
- PROPOSED WATER LINE
- FEMA 100 YEAR FLOOD PLAIN

K:\FTW_Utilities\061024063-Denton-Milam-Creek-Ganzer-LS\CADD\EXHIBIT\Sewer-Basin-Study\Sewer-Basin-TxDOT-base.dwg 3/26/2025 1:52 PM

Kimley»Horn
TBPE Firm No. 003
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6911

No.	Revision	By	Date

03/17/2025
STATE OF TEXAS
CHRISTOPHER P. CROSS
103245
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER

MINIMUM TxDOT BASE
RELOCATIONS MAP
IN KIND/REIMBURSABLE

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET
A

LEGEND:

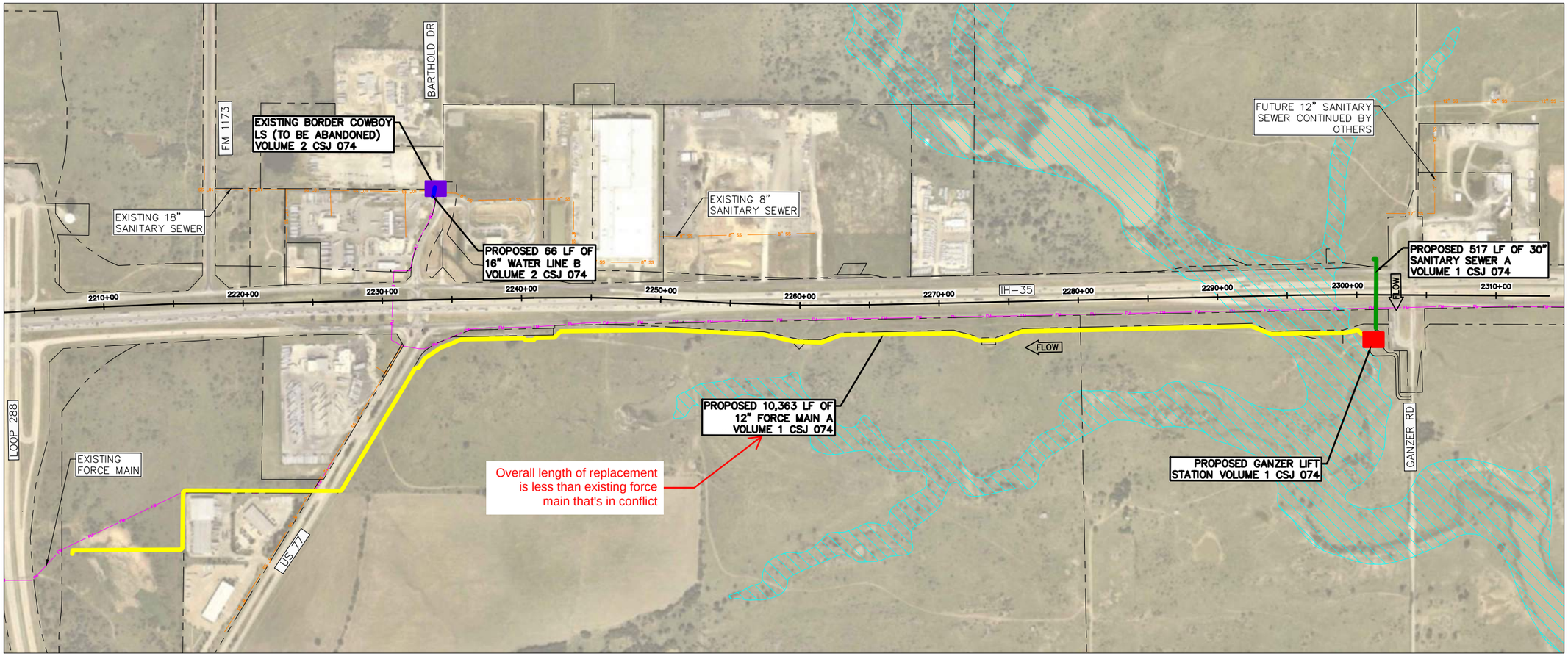
- PROPOSED GRAVITY SEWER VOLUME 1
- PROPOSED FORCE MAIN VOLUME 1
- PROPOSED WATER LINE VOLUME 2
- PROPOSED SANITARY SEWER LS
- EXISTING SANITARY SEWER LS (TO BE ABANDONED)
- EXISTING FORCE MAIN
- EXISTING SANITARY SEWER
- FEMA 100 YEAR FLOOD PLAIN

IH35 TxDOT PROJECT

UID:	U00018749
CSJ:	0195-02-074
RCSJ:	0195-02-079

NORTH

GRAPHIC SCALE IN FEET
0 200 400 800
FOR 11"X17" 1"=800'



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. IVEY
103745
LICENSED PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION,
FORCE MAIN AND GRAVITY SEWER

TxDOT BETTERMENT
RELOCATIONS MAP
CSJ 074

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	ND/CH
CHECKED:	JRA
KHA NO.:	061024063

SHEET

B

K:\FTW_Utilities\061024063-Denton-Milam-Creek-Ganzer-LS\CADD\Exhibit\Sewer-Basin-Study\Sewer-Basin-Betterment.dwg 3/17/2025 3:50 PM

This is the design that would have represented no betterment, and only forced relocation. The existing lift station on the south side of Barthold did not have room to adjust into a drainage easement, and needed to move to other side of road.

EX 20.0' PUE

EXISTING 8" SANITARY SEWER TO REMAIN

PROPOSED CONCRETE DRIVEWAY

PROPOSED 306 LF OF 6" FORCE MAIN

EXISTING IH-35 TxDOT ROW

BARTHOLD DR/FM 1173

EX 20.0' PUE

EX. 16" WATER LINE TO REMAIN

EXISTING FM 1173 TxDOT ROW

PREVIOUISLY ABANDONED FM

PROPOSED FM 1173 TxDOT ROW

EXISTING WATER TO BE ABANDONED

CONNECT TO EXISTING 6" FORCE MAIN

42

LOVE'S TRAVEL STOPS & COUNTRY STORES INC

EXISTING SEWER TO BE ABANDONED

ABANDON EXISTING SANITARY SEWER MANHOLE

PROPOSED FH ASSEMBLY

PROPOSED 370 LF OF 10" SEWER

EX. 15.5' UTIL ESMT

EXISTING BORDER COWBOY LIFT STATION TO BE ABANDONED.

PROPOSED IH-35 ROADWAY IMPROVEMENT

PROPOSED 15' WIDE DOUBLE SWING GATE

PROPOSED 66 LF OF 16" WATER

01

BLUE BEACON INTERNATIONAL INC

50.0' EX. GAS EASEMENT

PROPOSED IH-35 TxDOT ROW

DEEPER LIFE BIBLE CHURCH INC

POTENTIAL 60.0' GAS EASEMENT

PROPOSED FM 1173 ROADWAY IMPROVEMENT

PROPOSED FENCE

ODOR CONTROL PAD

ELECTRICAL CONTROL PAD

ANT.

TRANSFORMER PAD

REMOVABLE BOLLARDS EVERY 5 FEET

PROPOSED FM 1173 TxDOT ROW

PROPOSED W/WW EASEMENT

LEGEND:

- PROPOSED FORCE MAIN
- PROPOSED GRAVITY SEWER
- PROPOSED WATER LINE
- EXISTING FORCE MAIN
- EXISTING GRAVITY SEWER
- EXISTING WATER LINE
- PROPOSED ROW
- EXISTING ROW

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

IF PLAN SHEET IS 11" x 17", SCALE IS 1" = 20'

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

STATE OF TEXAS
CHRISTOPHER P. HOOD
120145
LICENSED PROFESSIONAL ENGINEER
03/17/2025

CITY OF DENTON

IH-35 SPLIT TO MILAM PHASE 2
GANZER ROAD LIFT STATION
VOLUME 2

BORDER COWBOY LS

DATE:	MARCH 2025
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024063

SHEET

C

K:\FTW_Utilities\061024063-Denton-Milam-Creek-Ganzer-LS\CADD\Exhibit\Sewer-Basin-Study\Border-Cowboy-Site-Plan.dwg 3/28/2025 10:17 AM

Attachment "H"
Proof of Property Interest

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

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

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

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

☐ SP2125

☐ Master Utility Agreement

City of Denton Utility Easements Status Report

Denton CAD No.	TxDOT Parcel No.	Property Owner	Notes	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Easement % of Fee Value	Total Easement Value	Title Policy Fee	Total Easement Total
				Permanent			Permanent				Permanent + Temporary Construction Easement + Title Policy Fee
CSJ-047											
37353	CSJ 074-8	Catdenton 35 Inc	LS Access Easement	127		18,634	$ 4.15	80%	$ 77,341.46	$ 713.00	$78,054.46
37353	CSJ 074-8	Catdenton 35 Inc	LS Easement	178		24,360	$ 4.15	80%	$ 101,107.54	$ 322.00	$101,429.54
										Total:	**$179,484.00**

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
RIGHT OF WAY PROJECT

IH 35

DENTON COUNTY
C.C.S.J.: 0195-02-074
R.C.S.J.: 0195-02-079

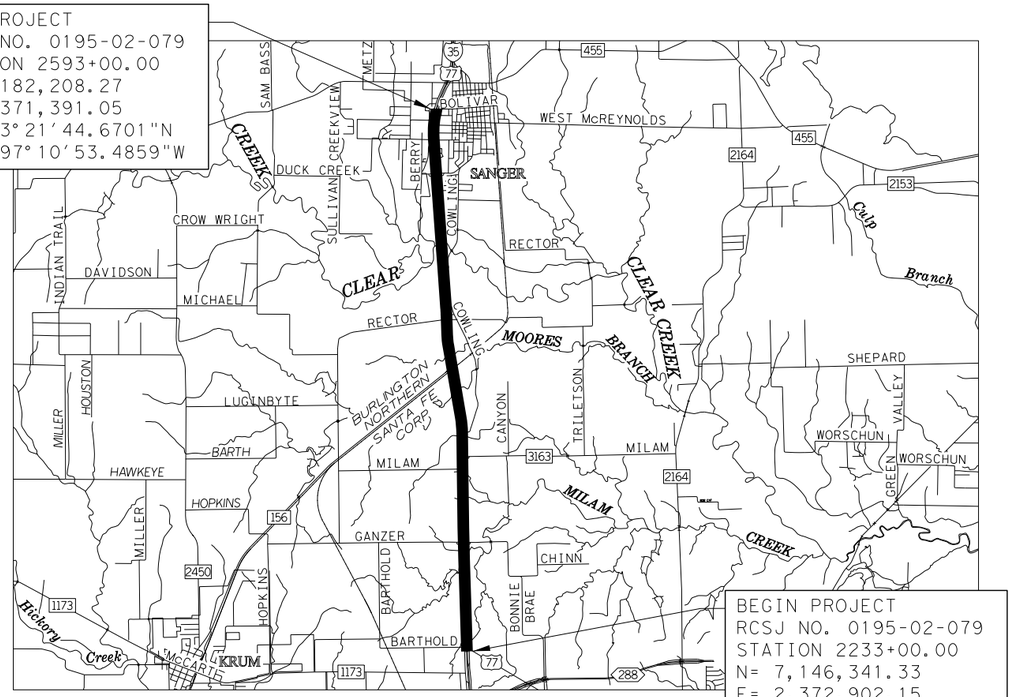
FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
6	TEXAS				IH 35
STATE DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON				1
	R.C.S.J.	0195	02	079	
	C.C.S.J.	0195	02	074	

REVISIONS:

FROM: BARTHOLD ROAD TO: BOLIVAR STREET
NET LENGTH OF PROJECT = 6.82 MILES = 36,000.00 FEET

5,000′ 0′ 5,000′ 10,000′
SCALE 1" = 5,000′ 22"X34"
SCALE 1" = 10,000′ 11"X17"

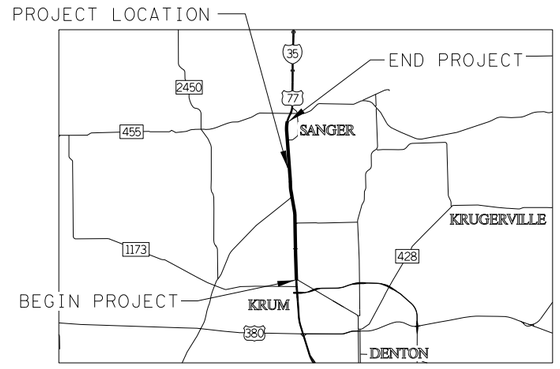
END PROJECT
RCSJ NO. 0195-02-079
STATION 2593+00.00
N= 7,182,208.27
E= 2,371,391.05
LAT=33°21′44.6701"N
LONG=97°10′53.4859"W



LOCATION MAP

BEGIN PROJECT
RCSJ NO. 0195-02-079
STATION 2233+00.00
N= 7,146,341.33
E= 2,372,902.15
LAT=33°15′49.6747" N
LONG=97°10′40.9930" W

PROJECT LOCATION



VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 - 9	CONTROL & INDEX SHEETS
10 - 39	PLAN SHEETS
40 - 41	OWNERSHIP TABLE

LEGEND

■	SET 5/8" IRON ROD W/ PINK PLASTIC CAP STAMPED TxDOT SURVEY MARKER, RIGHT-OF-WAY MONUMENT
○	FOUND MONUMENT (AS INDICATED)
●	SET 1/2" IRON ROD WITH "MCGRAY & MCGRAY" CAP
(XXX)	RECORD INFORMATION
—R—	PROPERTY LINE (OWNERSHIP DIVISION)
—/—	DEED LINE (OWNERSHIP IN COMMON)
—∿—	DISTANCE NOT TO SCALE
—|||—	ACCESS DENIAL LINE
①	PARCEL NUMBER FOR R.O.W. ACQUISITION
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
ESMT.	EASEMENT
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. LATTITUDE AND LONGITUDE SHOWN HEREON ARE IN DEGREES MINUTES SECONDS, BASED ON GRID COORDINATES.
7. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
8. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

THIS MAP IS AN INTERNAL TXDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE. INACCURACIES SHALL BE REPORTED TO THE DISTRICT AND RIGHT-OF-WAY PROJECT DELIVERY SECTION FOR CORRECTIONS.

EQUATIONS - NO
EXCEPTIONS - NO
RAILROAD CROSSINGS - STATION 2418+65.60 TO STATION 2419+79.87

RECOMMENDED FOR ACQUISITION

DISTRICT SURVEYOR OR ROW ADMINISTRATOR DATE

RECOMMENDED FOR ACQUISITION

AREA ENGINEER OR DESIGN ENGINEER DATE

FINAL APPROVAL – ACQUISITION COMPLETE

DISTRICT ENGINEER DATE

EASEMENT TABLE

NO.	OWNERSHIP	EASEMENT TYPE	RECORDING	
1	City of Denton	16' Utility	Vol.1667, Pg.383	D.R.D.C.T.
2	Public	20' Public Utility	C.C.Inst.# 2017-23	P.R.D.C.T.
3	Public	12' X 30' Public Utility	C.C.Inst.# 2017-23	P.R.D.C.T.
4	Public	63' Utility And Drainage	C.C.Inst.# 2017-23	P.R.D.C.T.
5	Public	Drainage	C.C.Inst.# 2017-23	P.R.D.C.T.
6	Public	Drainage	C.C.Inst.# 2017-23	P.R.D.C.T.
7	Public	20' Public Utility	C.C.Inst.# 2017-23	P.R.D.C.T.
8	Public	20' Public Utility	C.C.Inst.# 2017-23	P.R.D.C.T.
9	Public	10' X 10' Public Utility	C.C.Inst.# 2017-23	P.R.D.C.T.
10	Public	Sidewalk And Pedestrian Access And Public Utility	C.C.Inst.# 2017-23	P.R.D.C.T.
11	Public	6' Sidewalk	C.C.Inst.# 2017-23	P.R.D.C.T.
12	Public	20' Drainge And Public Utility	C.C.Inst.# 2009-21	P.R.D.C.T.
13	Public	30' Drainge And Public Utility	C.C.Inst.# 2009-21	P.R.D.C.T.
14	City of Denton	20' Permanent Water Line	C.C.Inst.# 1997-89216	D.R.D.C.T.

GRID COORDINATE
Y=7,145,676.643
X=2,371,405.944

S.L. Johnson Survey
Abstract No. 683

Blue Beacon International, Inc.
C.C.Inst.# 2017-101448
D.R.D.C.T.

CITY OF
DENTON
DENTON COUNTY

(42)
DEEPER LIFE BIBLE CHURCH
DEED
STA. 2234+05.41 to 2234+51.82
COUNTY CLERK'S NUMBER
2,313 S.F.
REMAINDER= 12.927 ACRES

(41)
CITY OF DENTON
DEED
STA. 2231+64.21 to 2234+55.74
COUNTY CLERK'S NUMBER
67,717 S.F.
REMAINDER= 0.000 ACRES

GRID COORDINATE
Y=7,145,749.204
X=2,372,796.695

END PROJECT
CSJ: 0195-03-091
STA: 2235+00.00

GRAPHIC SCALE
0' 25' 50' 100'

CITY OF
DENTON
DENTON COUNTY

Old Barthold Road
(No Deed Found)

STA. 2234+55.74
OFFSET 791.98' Lt.

See Detail "A"

N89°19'44"W 559.21'

280.09'

S88°48'16"E 11.78'

STA. 2234+24.91
OFFSET 845.80' Lt.

NEW RIGHT OF WAY LINE

STA. 2234+09.74
OFFSET 846.15' Lt.

P.O.B.
Parcel 41 & 42
STA. 2234+05.41
OFFSET 793.20' Lt.
N=7,146,431.10
E=2,372,107.03

**TXDOT NOTE: LOCATION OF THE EXISTING BORDER COWBOY LIFT STATION

R=545.00'
L=295.47'
Δ=31°03'44"
CB=N73°16'24"W
CH=291.86'

R=655.00'
L=79.57'
Δ=06°57'38"
CB=N61°13'21"W
CH=79.52'

R=545.00'
L=267.47'
Δ=28°07'14"
CB=S71°48'09"E
CH=264.81'

N45°12'44"W 144.55'

112.85'

N44°47'16"E 53.84'

317.0'

Barthold Road
(110' R.O.W. C.C.Inst.# 2017-23, P.R.D.C.T.)

Lot 1
Block B

S22°25'34"E 272.2'

R=655.00'
L=321.47'
Δ=28°07'14"
CB=N71°48'09"W
CH=318.25'

S43°34'42"E 58.22'

S85°51'46"E 32.16'

STA. 2232+14.00
OFFSET 236.20' Lt.

S41°41'18"E 52.90'

STA. 2231+73.80
OFFSET 201.80' Lt.

STA. 2231+64.21
OFFSET 131.98' Lt.

Approximate Survey Line

Interstate 35

2235+00

N 1° 07' 42.42" W

2230+00

Alexander White
Survey
Abstract No. 1406

US 77

State of Texas
Vol.348, Pg.77
D.R.D.C.T.

STA. 2231+36.52
OFFSET 308.68' Rt.

N60°37'48"E 96.40'

78.00'

(40)

522.00'

N00°33'12"W

Lot 1
Block A
Denton Travel Center
C.C.# 2009-21
P.R.D.C.T.

TA Operating, L.L.C.
C.C.Inst.# 2015-63681
D.R.D.C.T.

State of Texas
Vol.568, Pg.286
D.R.D.C.T.

Deeper Life Bible Church
C.C.Inst.# 2009-56655
D.R.D.C.T.

Old Barthold Road

P.K. Nail Set

P.K. Nail Found

S89°42'44"W 53.09'

N00°17'48"E 42.09'

29.08'

S00°15'34"E 45.00'

1/2" IRF

50.34'

N86°27'35"E 53.13'

60D Nail Found

4.89'

60D Nail Found

S00°15'34"E 1,081.81'

Detail "A"
not to scale

CITY OF
DENTON
DENTON COUNTY

GRID COORDINATE
Y=7,144,835.501
X=2,371,504.189

S89°43'16" 0.69'

5/8" IRF

P.O.C.
PARCEL 42

1,264.54'

1,086.70'

S00°15'34"W

S89°42'52"E 0.57'

1/2" IRF
E9LLC 1859/5627

P.O.C.
PARCEL 41

Lot 1, Block A
Love's Travel Stop Addition
Vol.2017, Pg.23
P.R.D.C.T.

Love's Travel Stops & Country Stores, Inc
C.C.Inst.# 2014-53372
D.R.D.C.T.

(42)

(38)
Part2

(38)
Part 1

2.62' Wide Brick Commercial Sign Pedestal

EXISTING RIGHT OF WAY LINE

NEW RIGHT OF WAY LINE

Δ=02°34'58"

CH=449.75'

CB=N02°16'40"E

L=449.79'

R=9978.00'

756.87'

N01°17'42"W

18" Steel Column For Commercial Sign

State of Texas
Vol.400, Pg.95
D.R.D.C.T.

State of Texas
Vol.348, Pg.77
D.R.D.C.T.

State of Texas
Vol.348, Pg.79
D.R.D.C.T.

B.B.B. and C.R.R. Co. Survey
Abstract No. 141

GRID COORDINATE
Y=7,144,800.160
X=2,372,720.371

FED.RD. DIV.NO.	AID PROJECT NO.		SHEET NO.
6			20
STATE	DIST.	COUNTY	
TEXAS	18	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0195	03	091	I-35

TxDOT Highway Project Number: 0195-02-074
TxDOT Parcel 08

RCSJ 0195-02-079
From: US77/Barthold Dr.
To: Milam Rd

Utility Longitudinal Stations:
Sta 2300+06 RT to Sta 2303+95 RT

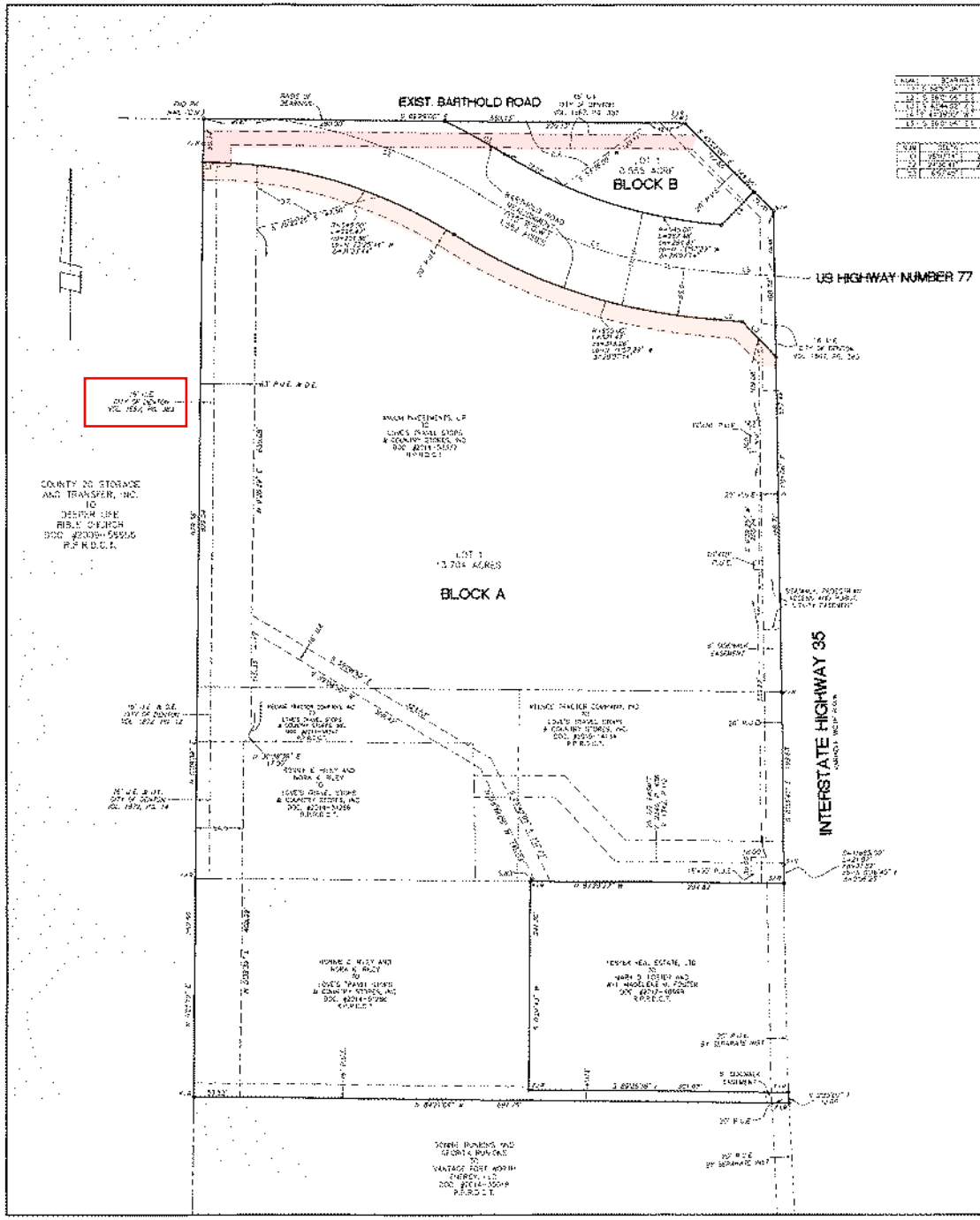
Existing Easement
Existing Border Cowboy Lift Station: 16’ U.E. City of Denton
Vol. 1667, Pg 383 & 20’ P.U.E Instrument 2017-23

Instrument Number
DOC# 1997-072075 & DOC# 1997-071534

BEING 1.2399 & 1.6080 ACRES IN
THE JOHN AYERS SURVEY A-2,
THE IGNACIO DE-LOS-SANTOS COY SURVEY A-212
BEING PART OF A 934.575 ACRE TRACT
CATDENTON 35, INC.
CITY OF DENTON, DENTON COUNTY, TEXAS

TXDOT NOTE: EXISTING BORDER
COWBOY LIFT STATION SITE

Doc-23



LINE	BEARING	DISTANCE
L1	S 89°59'38" E	33.00'
L2	S 89°59'38" E	33.00'
L3	S 89°59'38" E	33.00'
L4	S 89°59'38" E	33.00'
L5	S 89°59'38" E	33.00'

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	1954.86'	344.45'	S 84°56'56" W	344.01'
C2	2914.93'	1016.00'	S 84°56'56" W	1011.00'
C3	2914.93'	1016.00'	S 84°56'56" W	1011.00'
C4	1954.86'	344.45'	S 84°56'56" W	344.01'

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS
COUNTY OF DENTON WHEREAS WE, Love's Travel Stops and Country Stores, Inc. are the owners of all that certain tract of land, in parcel of land situated in the B.B.B. and C.R.R. Company Survey Abstract Number 141 in the City of Denton, Denton County, Texas, being all that certain tract of land conveyed by deed from Aubrey Anders Investment, LP to Love's Travel Stops and Country Stores, Inc recorded under Document Number 2014-85242 Real Property Records, Denton County, Texas, and being all that certain tract of land conveyed by deed from Kellogg Tractor Company, Inc. to Love's Travel Stops and Country Stores, Inc recorded under Document Number 2015-14134 Real Property Records, Denton County, Texas, and being all that certain tract of land conveyed by deed from Kellogg Tractor Company, Inc. to Love's Travel Stops and Country Stores, Inc recorded under Document Number 2015-85347 Real Property Records, Denton County, Texas and being all that certain tract of land conveyed by deed from Ronnie Riley to Love's Travel Stops and Country Stores, Inc recorded under Document Number 2014-51086 Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a P.K. nail found for corner at Barthold Road, a public roadway, said point being the northwest corner of that certain tract of land conveyed by deed from County Oil Storage and Transfer, Inc. to Deeper Life Bible Church recorded under Document Number 2009-55555, Real Property Records, Denton County, Texas;

THENCE S 89° 59' 38" E, 349.10 feet with said Barthold Street to an iron rod found for corner at the beginning of a right-of-way flare;

THENCE S 45° 27' 22" E, 134.69 feet with said right-of-way flare to an iron rod set for corner in the west line of Interstate Highway Number 35, a public roadway having a variable width right-of-way;

THENCE N 01° 01' 38" E, 667.44 feet with said west line of said Interstate Highway to an iron rod found for corner;

THENCE S 88° 33' 41" W, 100.60 feet with said west line of said Interstate Highway to an iron rod found for corner, said point being the northeast corner of that certain tract of land conveyed by deed from Foster Real Estate, Ltd. to Mary D. Foster and wife, Madeline H. Foster recorded under Document Number 2016-46866 Real Property Records, Denton County, Texas;

THENCE N 89° 59' 27" W, 284.82 feet with the north line of said Foster tract to an iron rod found for corner, said point being the northwest corner of said Foster tract;

THENCE S 00° 24' 45" W, 241.38 feet with the west line of said Foster tract to an iron rod found for corner, said point being the southwest corner of said Foster tract;

THENCE S 89° 35' 15" E, 301.87 feet with the south line of said Foster tract to an iron rod found for corner in said west line of said Interstate Highway, said point being the southeast corner of said Foster tract;

THENCE S 12° 39' 37" E, 12.50 feet with said west line of said Interstate Highway to an iron rod found for corner, said point being the northeast corner of that certain tract of land conveyed by deed from Connie Putnam and George Putnam to Vantage Fort Worth Energy, LLC recorded under Document Number 2014-39015 Real Property Records, Denton County, Texas;

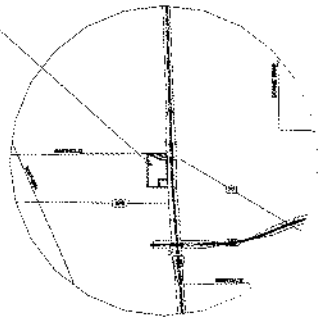
THENCE N 89° 21' 58" W, 991.75 feet with the north line of said Vantage Fort Worth Energy tract to an iron rod found for corner in the east line of said Deeper Life Bible Church tract;

THENCE N 00° 25' 19" E, 252.56 feet with said west line of said Deeper Life Bible Church tract to an iron rod found for corner;

THENCE N 00° 34' 39" E, 870.38 feet with said east line of said Deeper Life Bible Church tract to the PLACE OF BEGINNING and containing 15.811 acres of land, of which 1.552 acres is hereby dedicated for public roadway.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT We, the undersigned, do hereby adopt the plat designating the herein above described tract as LOT 1, BLOCK A AND LOT 1, BLOCK B, LOVE'S TRAVEL STOP ADDITION, an addition to the City of Denton, Texas, and do hereby dedicate to the public use forever all utility easements, drainage easements, and streets as shown hereon. All and any public utilities shall have the full right to remove and keep removed all growth which may endanger or interfere with the construction, maintenance, or efficiency of its respective system on the utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at anytime of procuring the permission of anyone.

PROJECT LOCATION



VICINITY MAP
SCALE 1" = 2000'

WITNESS MY HAND this 25th day of December 2016

Greg Love Owner

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
This instrument was acknowledged before me on 12th November 2016 by Greg Love

Notary Public
State of Oklahoma
My commission expires 2/20/18

CERTIFICATE OF APPROVAL

Approved this 4th day of June A.D. 2018
By the Planning and Zoning Commission, City of Denton

Chairman, Planning and Zoning Commission

ATTESTED

City Secretary

CERTIFICATE OF SURVEYOR

I, the undersigned, a registered professional land surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Registered Professional Land Surveyor No. 4561

NOTES:
1. The purpose of this plat is to plat previously unplatted land for commercial use.
2. The City of Denton has adopted the National Electric Safety Code (The "CODE"). The CODE generally prohibits structures within 17.5 feet on either side of the centerline of overhead distribution lines and within 30 feet on either side of the centerline of overhead transmission lines. In some instances, the CODE requires greater clearances. Building permits will not be issued for structures within these clearance areas. Contact the building official with specific questions.
3. All property corners are set 1/2" iron rods marked RPLS 4561, unless otherwise noted.

GRAPHIC SCALE

0 50 100 200 300

FINAL PLAT

LOT 1, BLOCK A AND LOT 1, BLOCK B OF
LOVE'S TRAVEL STOP ADDITION
BEING 15.811 ACRES IN THE
B.B.B. & C.R.R. CO. SURVEY A-141
CITY OF DENTON, DENTON COUNTY, TEXAS

OWNER/DEVELOPER
LOVE'S TRAVEL STOPS
10601 N. PENNSYLVANIA
OKLAHOMA CITY, OK 73120

SURVEYOR
LANDMARK SURVEYORS, LLC
4218 I-35 N
DENTON, TEXAS 76207
(940) 382-4015

FP16-0011

LANDMARK SURVEYORS, LLC
4218 I-35 NORTH
DENTON, TEXAS 76207
(940) 382-4015
FAX (940) 387-9784
TEXAS REGISTRATION #10194454

DRAWN BY: RLB/ SCALE: 1"=100' / DATE: DECEMBER 2016 JOB NO. 13381

Filed for Record
In the Official Records of
Denton County
On: 7/26/2017 3:15:00 PM
In the PLAT Records
LOVE'S TRAVEL STOP ADDITION
Doc Number: 2017 - 83
Number of Pages: 1
Amount: 50.00
Control: 20170726000435
By: TD

MICHELLE FRENCH
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
638203DEN

Statement Date:	12/19/2016
Owner:	LOVE'S TRAVEL STOPS & COUNTRY S
Mailing Address:	10601 N PENNSYLVANIA AVE

Property Location:	0000000
Legal:	A0141A BBB & CRR, TR 3A, 0.722 ACRES, OLD DCAD TR 1C

TAX CERTIFICATE FOR ACCOUNT : 638203DEN
AD NUMBER A0141A-000-0003-0000A
GF NUMBER:
CERTIFICATE NO 31386327

DATE : 12/19/2016
FEE : $10.00

PROPERTY DESCRIPTION
A0141A BBB & CRR, TR 3A, 0.722 ACRES, OLD DCAD TR 1C

COLLECTING AGENCY
DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0000000
0.722 ACRES

REQUESTED BY
LANDMARK SURVEYORS LLC

4238 I 35 NORTH
DENTON TX 76207

PROPERTY OWNER
LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE
OKLAHOMA CITY OK 73120-4198

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE. AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

✓ TAXES FOR 2017 HAVE NOT BEEN BILLED OR CALCULATED.
_____ 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET

CURRENT VALUES

LAND MKT VALUE	125,801	IMPROVEMENT	0
AG LAND VALUE	0	DEF HOMESTEAD	0
APPRAISED VALUE	125,801	LIMITED VALUE	0

EXEMPTIONS.
LAWSUITS:

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2016	CITY OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON ISD	0.00	0.00	0.00	0.00	0.00	0.00
						2016 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE12/2016 : **$ 0.00**

ISSUED TO : LANDMARK SURVEYORS LLC
ACCOUNT NUMBER 638203DEN

CERTIFIED BY Michelle French
AUTHORIZED AGENT OF DENTON COUNTY

Design
901-A Texas Street
Denton, TX 76209

DENTON COUNTY TAX

Filed for Record
in the Official Records Of:
Denton County
On: 1/26/2017 3:19:38 PM
In the PLAT Records
LOVES TRAVEL STOP ADDITIC
Doc Number: 2017 – 23
Number of Pages: 1
Amount: 50.00
Order#:20170126000431
By: TD

MICHELLE FRENCH
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
111203DEN

Statement Date:	12/19/2016
Owner:	LOVE'S TRAVEL STOPS & COUNTRY S
Mailing Address:	10601 N PENNSYLVANIA AVE

Property Location:	0006421 N I35
Legal:	A0141A BBB & CRR, TR 1, 7.728 ACRES, OLD DCAD TR 1A(2A)

TAX CERTIFICATE FOR ACCOUNT : 111203DEN
AD NUMBER: A0141A-000-0001-0000
GF NUMBER:
CERTIFICATE NO : 31386326

DATE : 12/19/2016
FEE : $10.00

PROPERTY DESCRIPTION
A0141A BBB & CRR, TR 1, 7.728 ACRES, OLD DCAD TR 1A(2A)

COLLECTING AGENCY
DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0006421 N I35
7.728 ACRES

REQUESTED BY
LANDMARK SURVEYORS LLC

4238 I 35 NORTH
DENTON TX 76207

PROPERTY OWNER
LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE
OKLAHOMA CITY OK 73120-4198

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

___ TAXES FOR 2017 HAVE NOT BEEN BILLED OR CALCULATED.
___ 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE:	1,178,209	IMPROVEMENT :	87,139
AG LAND VALUE	0	DEF HOMESTEAD	0
APPRAISED VALUE:	1,265,348	LIMITED VALUE	0
EXEMPTIONS			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2016	CITY OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON ISD	0.00	0.00	0.00	0.00	0.00	0.00
						2016 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE12/2016 : **$ 0.00**

ISSUED TO: LANDMARK SURVEYORS LLC
ACCOUNT NUMBER: 111203DEN

CERTIFIED BY: Michelle French
AUTHORIZED AGENT OF DENTON COUNTY

City of Denton
Design
901-A Texas Street
Denton, TX 76209

DENTON COUNTY TX
DENTON

Filed for Record
in the Official Records Of:
Denton County
On: 1/26/2017 3:19:38 PM
In the PLAT Records
LOVES TRAVEL STOP ADDITIO
Doc Number: 2017-23
Number of Pages: 1
Amount: 50.00
Order#:20170126000431
By: TD

MICHELLE FRENCH
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
36962DEN

Statement Date:	12/19/2016
Owner:	LOVE'S TRAVEL STOPS & COUNTRY S
Mailing Address:	10601 N PENNSYLVANIA AVE

Property Location:	0006415 N I35E
Legal:	A0141A BBB & CRR, TR 3, 1.565 ACRES, OLD DCAD TR 1C

TAX CERTIFICATE FOR ACCOUNT : 36962DEN
AD NUMBER: A0141A-000-0003-0000
GF NUMBER:
CERTIFICATE NO : 31386322

DATE : 12/19/2016
FEE : $10.00
PAGE 1 OF 1

PROPERTY DESCRIPTION
A0141A BBB & CRR, TR 3, 1.565 ACRES, OLD DCAD TR 1C

COLLECTING AGENCY
DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0006415 N I35E
1.565 ACRES

REQUESTED BY
LANDMARK SURVEYORS LLC

4238 I 35 NORTH
DENTON TX 76207

PROPERTY OWNER
LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE
OKLAHOMA CITY OK 73120-4198

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE. AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

____ TAXES FOR 2017 HAVE NOT BEEN BILLED OR CALCULATED.
____ 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE	272,686	IMPROVEMENT	14,094
AG LAND VALUE	0	DEF HOMESTEAD	0
APPRAISED VALUE	286,780	LIMITED VALUE	0

EXEMPTIONS
LAWSUITS.

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2016	CITY OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON ISD	0.00	0.00	0.00	0.00	0.00	0.00
						2016 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE12/2016 : **$ 0.00**

ISSUED TO : LANDMARK SURVEYORS LLC
ACCOUNT NUMBER 36962DEN

CERTIFIED BY Michelle French
AUTHORIZED AGENT OF DENTON COUNTY

City of Denton
Design
901-A Texas Street
Denton, TX 76209

DENTON COUNTY TA...

Filed for Record
in the Official Records Of:
Denton County
On: 1/26/2017 3:19:38 PM
In the PLAT Records
LOVES TRAVEL STOP ADDITI
Doc Number: 2017-23
Number of Pages: 1
Amount: 50.00
Order#:20170126000431
By: TD

MIC
DEN
P O E
DEN
(940)

LLECTOR

Tax Certificate

Property Account Number:
36948DEN

Statement Date:
Owner:
Mailing Address: COUNTRY S

10601 N PENNSYLVANIA AVE

Property Location: 0000000 I35
Legal: A0141A BBB & CRR, TR 5, 2.35 ACRES, OLD DCAD TR 1B

TAX CERTIFICATE FOR ACCOUNT : 36948DEN
AD NUMBER: A0141A-000-0005-0000
GF NUMBER
CERTIFICATE NO 31386318

DATE : 12/19/2016
FEE : $10.00

PROPERTY DESCRIPTION
A0141A BBB & CRR, TR 5, 2.35 A CRES, OLD DCAD TR 1B

COLLECTING AGENCY
DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0000000 I35
2.35 ACRES

REQUESTED BY
LANDMARK SURVEYORS LLC

4238 I 35 NORTH
DENTON TX 76207

PROPERTY OWNER
LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE
OKLAHOMA CITY OK 73120-4198

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

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____ TAXES FOR 2017 HAVE NOT BEEN BILLED OR CALCULATED.
____ 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE	179.141	IMPROVEMENT	0
AG LAND VALUE	0	DEF HOMESTEAD	0
APPRAISED VALUE	179.141	LIMITED VALUE	0
EXEMPTIONS			
LAWSUITS			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2016	CITY OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON ISD	0.00	0.00	0.00	0.00	0.00	0.00
						2016 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE12/2016 : **$ 0.00**

ISSUED TO : LANDMARK SURVEYORS LLC
ACCOUNT NUMBER 36948DEN

CERTIFIED BY Manella Franch
AUTHORIZED AGENT OF DENTON COUNTY

City of Denton
Design
901-A Texas Street
Denton, TX 76209

DENTON COUNTY TAX
DENTON,

Filed for Record
in the Official Records Of:
Denton County
On: 1/26/2017 3:19:38 PM
In the PLAT Records
LOVES TRAVEL STOP ADDITIC
Doc Number: 2017 – 23
Number of Pages: 1
Amount: 50.00
Order#:20170126000431
By: TD

MICHELLE FRENCH
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
36942DEN

Statement Date:	12/19/2016
Owner:	LOVE'S TRAVEL STOPS & COUNTRY S
Mailing Address:	10601 N PENNSYLVANIA AVE

Property Location:	0006421 I35
Legal:	A0141A BBB & CRR, TR 2, 2.25 ACRES, OLD DCAD TR 1A(2)

TAX CERTIFICATE FOR ACCOUNT : 36942DEN
AD NUMBER: A0141A-000-0002-0000
GF NUMBER:
CERTIFICATE NO 31386314

DATE : 12/19/2016
FEE : $10.00

PROPERTY DESCRIPTION
A0141A BBB & CRR, TR 2, 2.25 A CRES, OLD DCAD TR 1A(2)

COLLECTING AGENCY
DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0006421 I35
2.25 ACRES

REQUESTED BY
LANDMARK SURVEYORS LLC

4238 I 35 NORTH
DENTON TX 76207

PROPERTY OWNER
LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE
OKLAHOMA CITY OK 73120-4198

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE. AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE).

✓ TAXES FOR 2017 HAVE NOT BEEN BILLED OR CALCULATED.
_____ 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE:	343.035	IMPROVEMENT :	0
AG LAND VALUE	0	DEF HOMESTEAD	0
APPRAISED VALUE:	343.035	LIMITED VALUE	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2016	CITY OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON ISD	0.00	0.00	0.00	0.00	0.00	0.00
						2016 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE12/2016 : **$ 0.00**

ISSUED TO : LANDMARK SURVEYORS LLC
ACCOUNT NUMBER 36942DEN

CERTIFIED BY: Michelle French
AUTHORIZED AGENT OF DENTON COUNTY

DENTON COUNTY TAX ★ DENTON, TE

Filed for Record
in the Official Records Of:
Denton County
On: 1/26/2017 3:19:38 PM
In the PLAT Records
LOVES TRAVEL STOP ADDITION
Doc Number: 2017-23
Number of Pages: 1
Amount: 50.00
Order#:20170126000431
By: TD

MICHELLE FRENCH
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
111210DEN

Statement Date:	12/19/2016
Owner:	LOVE'S TRAVEL STOPS & COUNTRY S
Mailing Address:	10601 N PENNSYLVANIA AVE

Property Location:	0006417 N I35
Legal:	A0141A BBB & CRR, TR 4, 1.1834 ACRES. OLD DCAD TR 1C(1)

TAX CERTIFICATE FOR ACCOUNT : 111210DEN
AD NUMBER A0141A-000-0004-0000
GF NUMBER.
CERTIFICATE NO 31386313

DATE : 12/19/2016
FEE : $10.00
PROPERTY DESCRIPTION
A0141A BBB & CRR. TR 4, 1.1834 ACRES, OLD DCAD TR 1C(1)

COLLECTING AGENCY
DENTON COUNTY
P O BOX 90223
DENTON TX 76202

0006417 N I35
1.1834 ACRES

REQUESTED BY
LANDMARK SURVEYORS LLC

4238 I 35 NORTH
DENTON TX 76207

PROPERTY OWNER
LOVE'S TRAVEL STOPS & COUNTRY S

10601 N PENNSYLVANIA AVE
OKLAHOMA CITY OK 73120-4198

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES. PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

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____ TAXES FOR [illegible] HAVE NOT BEEN BILLED OR CALCULATED.
____ 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET.

CURRENT VALUES

LAND MKT VALUE	103,096	IMPROVEMENT :	0
AG LAND VALUE	0	DEF HOMESTEAD:	0
APPRAISED VALUE	103,096	LIMITED VALUE:	0

EXEMPTIONS.
LAWSUITS.

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2016	CITY OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2016	DENTON ISD	0.00	0.00	0.00	0.00	0.00	0.00
						2016 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE12/2016 : $ 0.00

ISSUED TO : LANDMARK SURVEYORS LLC
ACCOUNT NUMBER 111210DEN

CERTIFIED BY: Michelle French
AUTHORIZED AGENT OF DENTON COUNTY

DENTON COUNTY TAX OFFICE

Filed for Record
in the Official Records Of:
Denton County
On: 1/26/2017 3:19:38 PM
In the PLAT Records
LOVES TRAVEL STOP ADDITION
Doc Number: 2017 – 23
Number of Pages: 1
Amount: 50.00
Order#:20170126000431
By: TD

EXHIBIT A
PARCEL 074-8 LSE

TXDOT NOTE: LEGAL DESCRIPTION OF FUTURE LIFT STATION SITE. RECORDED COPY WILL BE PROVIDED WHEN FILED.

METES & BOUNDS DESCRIPTION
LIFT STATION EASEMENT

BEING a 24,360 square foot (0.5592 acre) tract of land situated in the Ignacio De Los Santos Coy Survey, Abstract No. 212, Denton, County, Texas, and being part of Tract 4 described in Special Warranty Deed to Catdenton 35, Inc. recorded in Instrument No. 2013-15912, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 3/8-inch iron rod found for an interior corner of a called 4.20 acre tract of land described in the Deed to the State of Texas, recorded in Volume 400, Page 223, Deed Records, Denton County, Texas, and being in the west line of said Tract 4, and being at the intersection of the east right-of-way line of Interstate Highway No. 35, a variable width right-of-way, and the south right-of-way line of Ganzer Road;

THENECE North 88°55'11" East, along a south line of the said called 4.20 acre tract, at a distance of 106.40 feet passing a 5/8-inch iron rod with cap stamped "TXDOT" found, and continuing along the said south line, in all a total distance of 146.39 feet to the **POINT OF BEGINNING**;

THENCE North 88°55'11" East, continuing along the said south line, a distance of 130.05 feet to a point for corner, from which a PK nail found bears North 88°55'11" East, a distance of 23.72 feet;

THENCE South 00°23'14" West, departing the said south line, a distance of 178.13 feet to a point for corner;

THENCE North 89°36'46" West, a distance of 79.50 feet to a point for corner;
THENCE South 00°23'35" West, a distance of 10.19 feet to a point for corner;
THENCE South 42°42'47" West, a distance of 52.61 feet to a point for corner;
THENCE North 16°41'25" West, a distance of 51.34 feet to a point for corner;

THENCE North 00°23'14" East, a distance of 174.80 feet to the **POINT OF BEGINNING** and containing 24,360 square feet or 0.5592 acres of land, more or less.

NOTES
Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

5/10/23

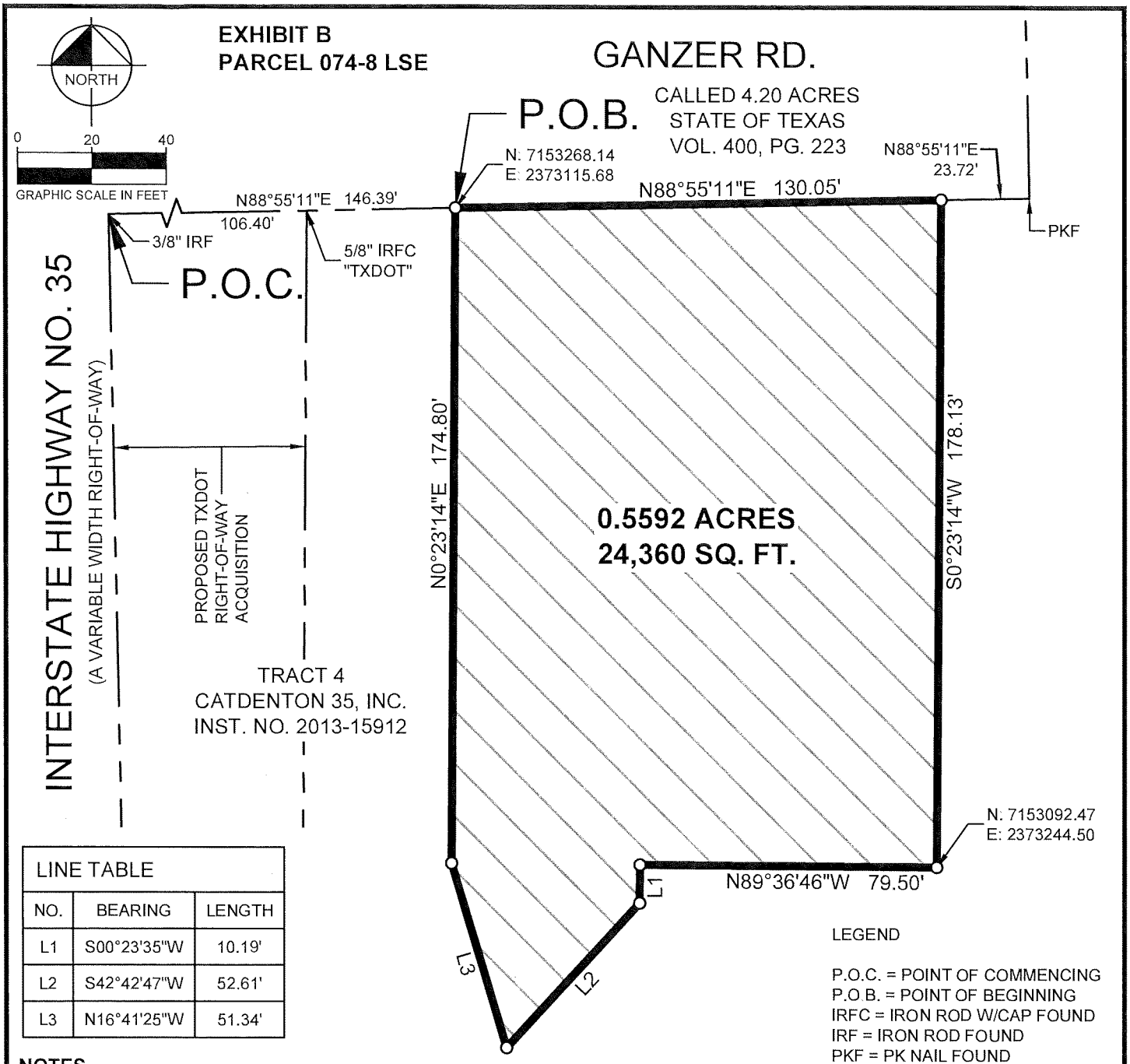
JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

LIFT STATION EASEMENT
IGNACIO DE LOS SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DMD	JDW	5/8/2023	061024063	1 OF 2



LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°23'35"W	10.19'
L2	S42°42'47"W	52.61'
L3	N16°41'25"W	51.34'

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
PKF = PK NAIL FOUND

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

5/10/23

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	DMD	JDW	5/8/2023	061024063	2 OF 2

EXHIBIT A
PARCEL 074-8 AE

METES & BOUNDS DESCRIPTION
ACCESS EASEMENT

BEING an 18,634 square foot (0.4278 acre) tract of land situated in the Ignacio De Los Santos Coy Survey, Abstract No. 212, Denton County, Texas, and being part of Tract 4 described in Special Warranty Deed to Catdenton 35, Inc. recorded in Instrument No. 2013-15912, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 3/8-inch iron rod found for an interior corner of a called 4.20 acre tract of land described in the Deed to the State of Texas, recorded in Volume 400, Page 223, Deed Records, Denton County, Texas, and being in the west line of said Tract 4, and being at the intersection of the east right-of-way line of Interstate Highway No. 35, a variable width right-of-way, and the south line of Ganzer Road;

THENCE North 88°55'11" East, along a south line of the said called 4.20 acre tract, at a distance of 106.40 feet passing a 5/8-inch iron rod with cap stamped "TXDOT" found, and continuing along the said south line, in all a total distance of 276.44 feet to a point, from which a PK nail found bears North 88°55'11" East, a distance of 23.72 feet;

THENCE South 0°23'14" West, departing the said south line, a distance of 9.34 feet to the **POINT OF BEGINNING**;

THENCE North 88°53'50" East, a distance of 7.01 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 27.50 feet, a central angle of 90°00'00", and a chord bearing and distance of North 43°53'50" East, 38.89 feet;

THENCE in a northerly direction, with said tangent curve to the left, an arc distance of 43.20 feet to a point for corner;

THENCE North 01°06'10" West, a distance of 6.23 feet to a point for corner at the beginning of a tangent curve to the right with a radius of 42.50 feet, a central angle of 89°58'01", and a chord bearing and distance of North 43°52'51" East, 60.09 feet;

THENCE in a northerly direction, with said tangent curve to the right, an arc distance of 66.73 feet to a point for corner;

THENCE North 88°51'51" East, a distance of 248.70 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 27.50 feet, a central angle of 89°05'58", and a chord bearing and distance of North 44°18'52" East, 38.58 feet;

THENCE in a northerly direction, with said tangent curve to the left, an arc distance of 42.76 feet to a point for corner;

THENCE North 00°14'07" West, a distance of 36.72 feet to a point for corner in the south line of aforementioned Ganzer Road, from which a 5/8-inch iron rod with cap stamped "4573" found at the easternmost southeast corner of the said called 4.20 acre tract, bears South 88°42'40" West, a distance of 29.82 feet;

THENCE North 88°42'40" East, along the said south line, a distance of 25.00 feet to a point for corner;

THENCE South 00°14'04" East, departing the said south line, a distance of 47.02 feet to a point for corner at the beginning of a non-tangent curve to the right with a radius of 42.50 feet, a central angle of 89°05'58", and a chord bearing and distance of South 44°18'52" West, 59.63 feet;

THENCE in a southerly direction, with said non-tangent curve to the right, an arc distance of 66.09 feet to a point for corner;

(CONTINUED ON SHEET 2)

ACCESS EASEMENT
IGNACIO DE LOS SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

Kimley»Horn
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Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DMD	JDW	5/8/2023	061024063	1 OF 4

EXHIBIT A
PARCEL 074-8 AE

METES & BOUNDS DESCRIPTION CONTINUED
ACCESS EASEMENT

THENCE South 88°51'51" West, a distance of 248.55 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 27.50 feet, a central angle of 89°58'01", and a chord bearing and distance of South 43°52'51" West, 38.88 feet;

THENCE in a southerly direction, with said tangent curve to the left, an arc distance of 43.18 feet to a point for corner;

THENCE South 01°06'10" East, a distance of 109.61 feet to a point for corner at the beginning of a tangent curve to the right with a radius of 42.50 feet, a central angle of 91°28'59", and a chord bearing and distance of South 44°38'20" West, 60.88 feet;

THENCE in a southerly direction, with said tangent curve to the right, an arc distance of 67.86 feet to a point for corner;

THENCE North 89°31'15" West, a distance of 19.25 feet to a point for corner;

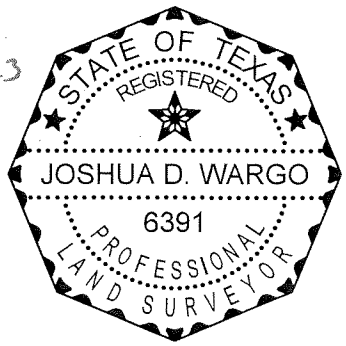
THENCE North 00°23'14" East, a distance of 127.87 feet to the **POINT OF BEGINNING** and containing 18,634 square feet or 0.4278 acres of land, more or less.

NOTES
Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

5/10/23

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ACCESS EASEMENT
IGNACIO DE LOS SANTOS
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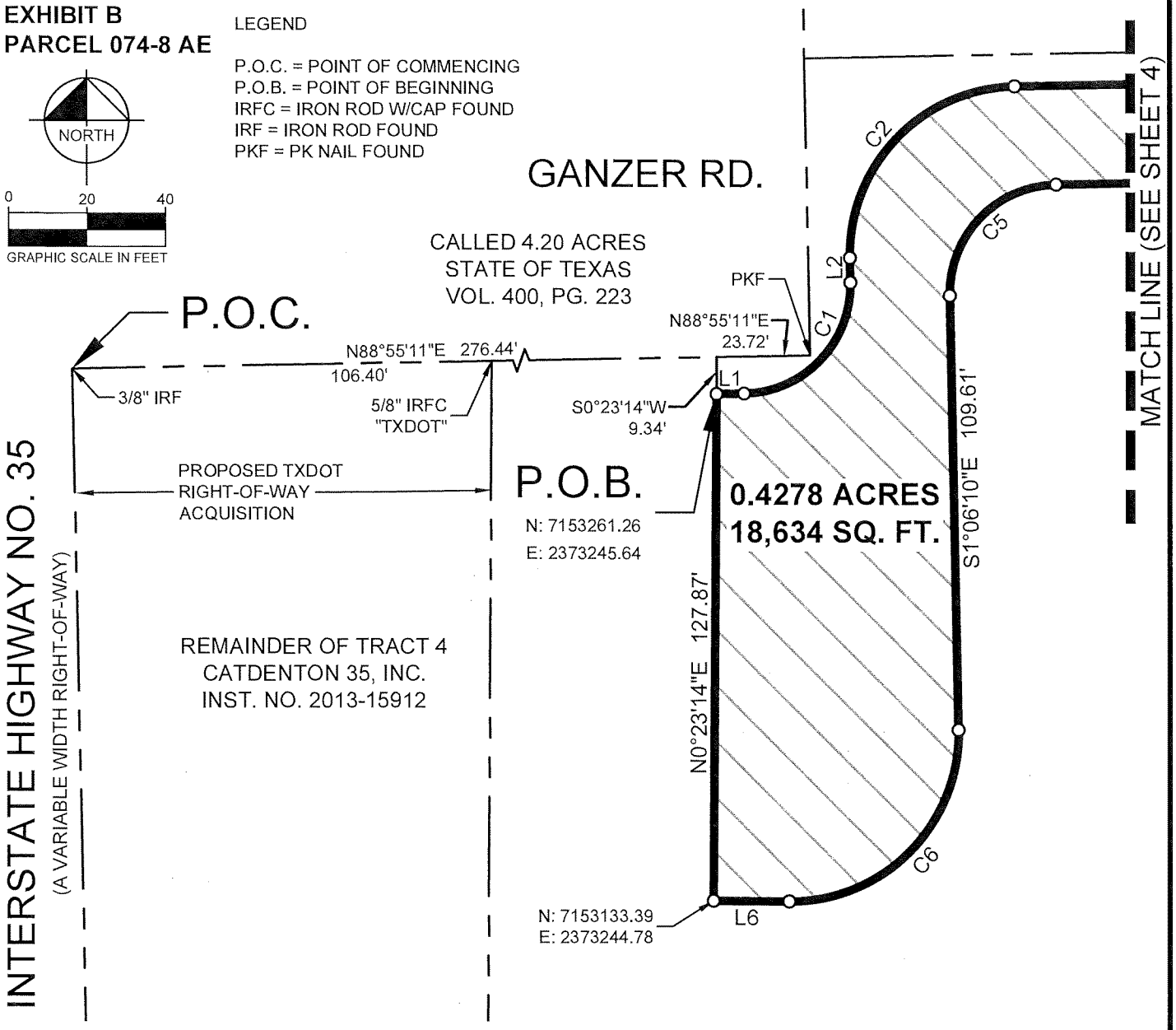
Kimley»Horn
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DMD	JDW	5/8/2023	061024063	2 OF 4

EXHIBIT B
PARCEL 074-8 AE

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
PKF = PK NAIL FOUND



NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

5/10/23

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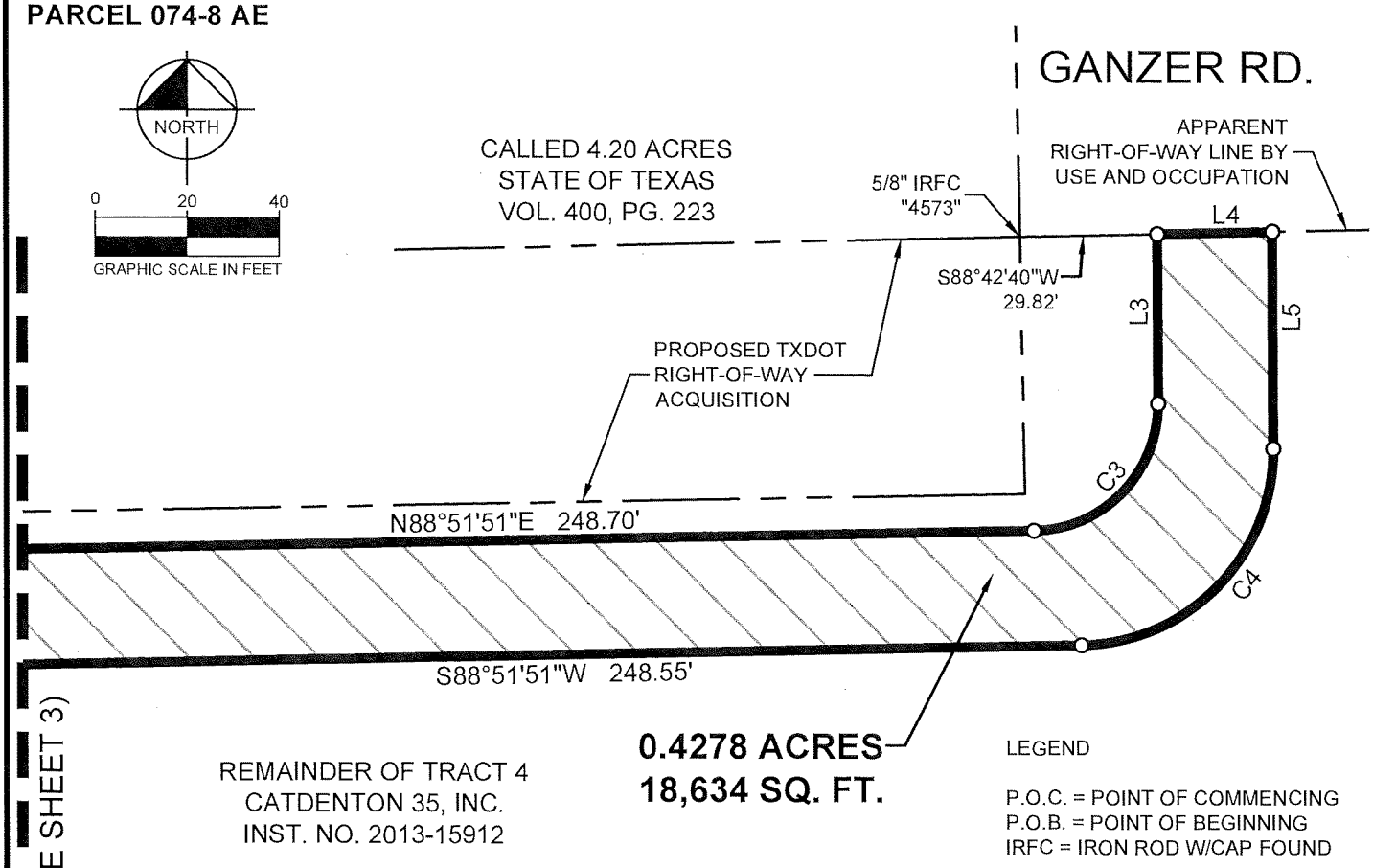
STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

ACCESS EASEMENT
IGNACIO DE LOS SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	DMD	JDW	5/8/2023	061024063	3 OF 4

EXHIBIT B
PARCEL 074-8 AE



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRFC = IRON ROD W/CAP FOUND

LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°53'50"E	7.01'
L2	N01°06'10"W	6.23'
L3	N00°14'07"W	36.72'
L4	N88°42'40"E	25.00'
L5	S00°14'04"E	47.02'
L6	N89°31'15"W	19.25'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	27.50'	43.20'	N43°53'50"E	38.89'
C2	89°58'01"	42.50'	66.73'	N43°52'51"E	60.09'
C3	89°05'58"	27.50'	42.76'	N44°18'52"E	38.58'
C4	89°05'58"	42.50'	66.09'	S44°18'52"W	59.63'
C5	89°58'01"	27.50'	43.18'	S43°52'51"W	38.88'
C6	91°28'59"	42.50'	67.86'	S44°38'20"W	60.88'

ACCESS EASEMENT
IGNACIO DE LOS SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	DMD	JDW	5/8/2023	061024063	4 OF 4

TABULATION OF VALUES

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

Taking Type: Partial District: Dallas

Size of Remainder: 696,960 SF (16.0000 Acres) County: Denton

Type of Property: Vacant Land Federal Project: N/A

Contract Fencing: N/A

Appraised by: Brent Pitts

Date Appraised: July 6, 2023

Access will be ☒ provided or ☐ denied to the new facility. If access will be partially provided or denied, explain in comments.

Agency	Participating Percentage	Expense Description
N/A	N/A	N/A

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
CatDenton 35 Inc	Access and Lift Station Easements	42,994 SF	$138,333.00	N
		TOTAL	$138,333.00	N

I. Appraised Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
$138,333.00	$1,087.00	$0.00	$40,064.00	$179,484.00

II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
A	Fencing	150 LF – Barbed Wire	$1,087.00	$11.00	
		Total	$1,087.00	$11.00	

TABULATION OF VALUES (continued)

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

III. Damages and Enhancements

Total Non-Exempt Damages	Enhancements	Exempt Damages	Net Damages
$16,817.00	$0.00	$23,247.00	$40,064.00

IV. Sign Values

Item No.	Sign Owner	Type Construction	Improvement Value	Retention Value	Bisect. Cat.
N/A					
		Total			

V. Recapitulation

Date:	July 6, 2023			**Recommended Value**
Appraiser's Name:	Brent Pitts			
Value of Whole Property	$2,266,207.00			
Parcel Area: Square Feet	42,994			
VALUE FOR PARCEL	**$0.00**			**$0.00**
Land: Per Square Foot – Fee Simple	$3.25			
Land: Per Square Foot – Access and Lift Station Easements	$3.2175			
Easement	**$138,333.00**			**$138,333.00**
Improvements	$1,087.00			$1,087.00
Net Damages or (Enhancements)	$40,064.00			$40,064.00
OAS Value(s)				
TOTAL COMPENSATION	**$179,484.00**			**$179,484.00**

Calculations for Net Damages or (Enhancements) consider Direct Access Denial damages.

TABULATION OF VALUES (continued)

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

VI. Comments and Conclusions on Values in the Appraisal Report

Project: The proposed project is for the relocation of water, wastewater, and electric lines owned by the City of Denton. The project is a result of the new right-of-way line after acquisitions by the Texas Department of Transportation for the IH-35 roadway project. The City of Denton indicates that installation of the new utility lines will be by open cut sections and any site improvements affected will be restored to similar or better than what was present before. The project will extend from Post Oak Drive to Loop 288.

The appraisal under review considers an easement acquisition represented as Parcel 074-8 AE & 074-8 LSE of the IH-35 Utility Relocation in the City of Denton, Denton County, Texas. The appraisal report is prepared by Mr. Brent Pitts, dated August 14, 2023, and is effective as of July 6, 2023 (the date of the last inspection). The parent tract consists of two tax parcels containing a total of 63.025 acres, or 2,745,369 square feet, of vacant land. The appraiser uses a smaller economic unit for valuing the subject property. The subject is a 16.0000-acre, or 696,960-square-foot tract of vacant land and supporting site improvements. For this analysis, the whole property is land and affected site improvements (barbed wire fencing) within the acquisition. The land is valued via the sales comparison approach. The cost approach is utilized to value the affected site improvements. The sales comparison and income approaches to value, with respect to improved properties, are not applicable and are omitted. The appraiser uses the subject land size as stated by the survey provided by the client and other information. The area of the proposed easement acquisition is stated in the parcel survey and field notes. The appraiser has calculated the remainder land area by subtracting the easement acquisition from the whole property size.

Location and Property Owner: The property is located at the southeast corner of Ganzer Road and IH 35, in the northern portion of the City of Denton, Denton County, Texas. The site does not have a physical address. The ownership is listed as CatDenton 35 Inc. There have been no property transfers within the past five years. The property is not currently listed for sale or under contract. Mr. Pitts sent a certified letter to the property owner discussing the project and requesting a site visit. The property owner did not respond, so the property was inspected from the public right-of-way.

Whole Property and Highest and Best Use: The subject parcel is rectangular in shape and contains 16.0000 acres, or 696,960 square feet. The site has approximately 560 linear feet of frontage along the IH 35 service road and approximately 800 front feet along Ganzer Road. The subject resides in the City of Denton and is zoned “GO”, General Office, and “RR”, Rural Residential. All utilities are available to service the property. Approximately 45% of the site is encumbered by flood land.

The subject and market area are examined with respect to the four tests of highest and best use. The appraiser states the highest and best use, as vacant, is for commercial use. Because the subject is appraised as vacant land, a highest and best use, as improved, is not necessary.

Valuation (Land Only): The market area is analyzed for trends and information that affect real estate value, and the conclusions thereof are adequately supported. The land is valued via the sales comparison approach, using five comparable sales in the market area. The sales transacted between August 2020 and January 2023. Adjustments are supported by the appraiser’s reasoning and logic with respect to the market data and analysis presented. After applicable adjustments for market conditions, location, access, size, topography, zoning, utilities, and floodplain, the sale prices range from $2.03 to $3.93 per square foot. The reconciled unit value for the subject land is concluded at $3.25 per square foot. This equates to $2,265,120 for the subject land in the whole property condition, as detailed below.

Subject Land – 696,960 SF x $3.25/SF = $2,265,120

The cost approach is developed to value the site improvements affected by the acquisition. The appraiser states there are 150 linear feet of barbed wire fencing with a contributory value of $1,087.

By combining the land value of $2,265,120 and $1,087 for the site improvements, Mr. Pitts estimates the whole property value to be $2,266,207.

TABULATION OF VALUES (continued)

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

VI. Comments and Conclusions on Values in the Appraisal Report

Partial Acquisition: The easement acquisition contains 42,994 square feet, is irregular in shape, and is located near the northwest corner of the site.

The easement acquisition is for an access and lift station easement. The appraiser estimates the value of the easement areas to be 99% of fee simple, or 99% of $3.25 per square foot. This equates to $3.2175 per square foot for the easement areas. The appraiser states that 99% is used because the area within the easement will not be accessible after the proposed acquisition and it is unlikely that any improvements will be permitted within the proposed easement. The unit value of $3.2175 per square foot is applied to the 42,994 square feet of land within the easement acquisition parcels. The result is a value of $138,333 as detailed below.

42,994 SF x $3.2175/SF = $138,333

In addition to the land, there are 150 linear feet of barbed wire fencing with a contributory value of $1,087.

The total estimated value for the part acquired is **$139,420**, consisting of $138,333 for the land and $1,087 for the affected site improvements.

Remainder Property (Land Only): The remainder **before** the acquisition is $2,126,787, as detailed below.

Easement Land	42,994 SF x $0.0325	per square foot =	$ 1,398
Remainder Land	653,966 SF x $3.25	per square foot =	$2,125,389
Remainder Before	696,960 SF		$2,126,787

The remainder **after** property of 696,960 square feet is appraised using the same five comparable sales as in the whole property valuation. The value conclusion is unchanged at $3.25 per square foot. However, the easement will include perimeter fencing that will restrict access to a strip of land on the northern portion of the site. The severed area measures approximately 5,227 square feet, which will be valued similarly to the easement land. This equates to $2,109,970 for the subject land in the remainder after as detailed below.

Easement Land	42,994 SF x $0.0325	per square foot =	$ 1,398
Severed Land	5,227 SF x $0.0325	per square foot =	$ 170
Remainder Land	648,739 SF x $3.25	per square foot =	$2,108,402
Remainder Before	696,960 SF		$2,109,970

The highest and best use of the subject property is not changed or affected. A portion of the remainder will be severed by the proposed easement and will therefore suffer reduced utility, resulting in permanent damages to the remainder property because of the acquisition.

Total Compensation: Page 6.0 summarizes the total compensation due the property owner as **$179,484**, comprised of $139,420 for the part acquired and $23,247 as a cost to cure.

Cost-To-Cure: The fencing with new gates will need to be reestablished on the remainder, creating a cost-to-cure. Page 6.1 of the appraisal provides the appraiser's estimate. Costs are based on Marshall & Swift and local contractors. The appraiser indicates the total cost to be $24,334. To avoid double compensation, the appraiser deducts $1,087, which was paid for the site improvements in the part acquired. After deducting money already paid in the part acquired the cost to cure totals $23,247.

TABULATION OF VALUES (continued)

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

VI. Comments and Conclusions on Values in the Appraisal Report

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:
1. Is there a denial of direct access to this parcel? No
2. If so, is the denial of direct access material? N/A
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

Mr. Pitts' appraisal report appears to comply with the requirements of Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). Sufficient information, photographs, maps, and exhibits are included to identify and describe the whole property, the acquisition area, the remainder property, and the comparable data. The report and analysis appear to properly document and support his findings and comply with typical appraisal practice for similar properties. The report and analysis meet the requirements set forth in USPAP and the Texas Department of Transportation's ROW Appraisal and Review Manual. Mr. Pitts' total compensation of $179,484 is hereby recommended for approval for acquisition purposes by the client.

TABULATION OF VALUES (continued)

Parcel: 074-8 AE & 074-8 LSE Highway: IH-35 Utility Relocation ROW CSJ: N/A

VII. Justification and Explanation for Credit if Retained.

The fencing is considered to have a salvageable value of 1%.

VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.
Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.
The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

IX. Reviewing Appraisers' Statements

Reviewing Appraiser's Statement

It is my opinion that the appraiser's report for this parcel appears adequately supported and in compliance with all appropriate appraisal standards, laws, and regulations, and I recommend this appraisal for use by the appropriate Agency Official and his/her assigns. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items that are not compensable under State law.

Reviewing Appraiser — Date



Tommy Matthews — August 15, 2023
Contract Reviewing Appraiser (if applicable) — Date

Division Reviewing Appraiser (if applicable) — Date

X. Approval of Values

County/City Representative — Date

ROW Staff Representative — Date

APPRAISAL REVIEW

In keeping with USPAP Standards Rule 3-2 and 3-5, the following information is provided:

Client: The City of Denton and Cobb, Fendley, & Associates

Intended User(s): Cobb, Fendley, & Associates, The City of Denton, its counsel, employees, agents, and assigns.

Intended Use: to provide a recommendation of the appraisal for use by The City of Denton for acquisition purposes as it pertains to the parcel described herein.

Purpose of Review: To determine if the conclusions and methodology used in the appraisal report are reasonable and appropriate, and if the elements in the report meet the standards of the intended users, and communicate my findings to the client, by written review. This assignment does not include the development of my own opinion of value. This review assignment is intended to aid in decision-making and property acquisition with respect to The City of Denton's IH-35 Utility Relocation project and includes a review opinion related only to the work under review.

Effective Date of Review: the work was under review on August 13, 2023, and this is considered the effective date of the review.

Date of Work Under Review (Appraisal Report Date):	August 14, 2023
Effective Date of the Appraisal under review:	July 6, 2023
Date of this Appraisal Review Report:	August 15, 2023

Scope of Review: with respect to the appraisal review process, I have completed the following:

I have read the appraisal report in its entirety, examined it for completeness, and have provided comments to the appraiser for consideration. I have not reviewed the appraiser's work file and assume that items referenced in the appraisal report are retained in the work file; and the work file includes all information necessary to produce a credible opinion of value of the subject appraised. I did not research the market for additional comparable sales or other market data. I personally inspected the subject property and comparable sales utilized in the appraisal report under review. The subject property was inspected from the public right-of-way and/or subject property, and I had an unobstructed view of the proposed acquisition area (excepting areas of dense vegetation).

My opinion of the work under review is limited to the report and information provided by the appraiser, and when necessary, information provided by The City of Denton (e.g., ROW maps). No other information was relied on. The information provided in the appraisal report is considered reliable but is not guaranteed. I did not confirm any of the subject, or comparable sale data. I did not perform any additional research, and I have not formed an independent opinion of market value for the subject property, acquisition, or remainder property. I have adequate knowledge of this property type and market area to meet the competency requirements set forth in USPAP.

No extraordinary assumptions or additional hypothetical conditions are necessary in this review assignment. I have prepared a written report with my recommendations regarding the appraisal report.

CERTIFICATION

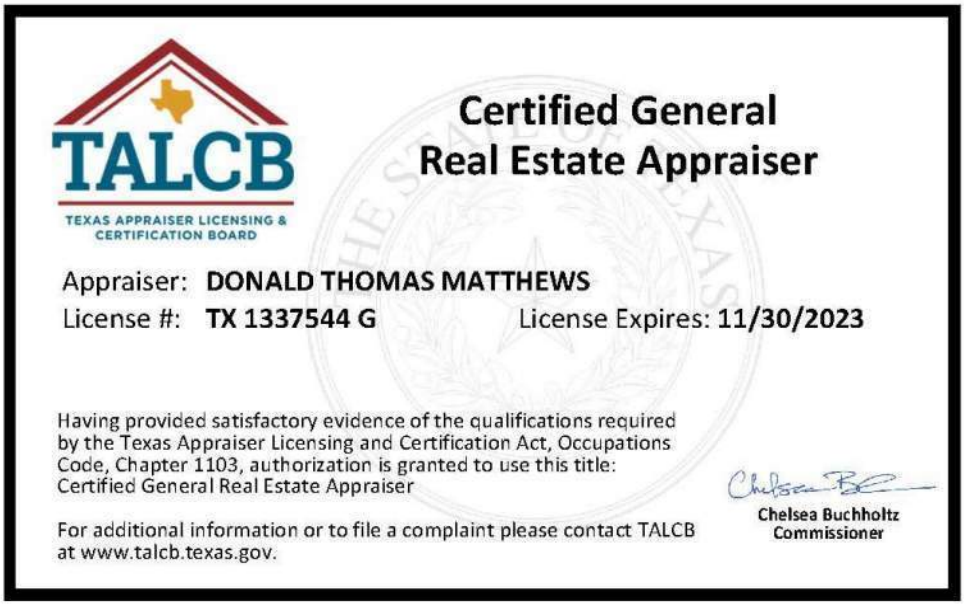
I certify that, to the best of my knowledge and belief:

- The statement of facts and data reported by the reviewer and used in the review process are true and correct.
- The analyses, opinions and conclusions in this review are limited only by the reported assumptions and limiting conditions stated in this review report, and are my personal, impartial, and unbiased professional analysis, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and have no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*, and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- I have made a personal inspection of the subject property of the report under review and the comparable sales included in that report.
- No one provided significant real or personal property appraisal review assistance to the person signing this certification.
- As of the date of this review, I am certified under the requirements of the State of Texas as a general real estate appraiser.
- As of the date of this report, I have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.



Tommy Matthews
State Certified General Appraiser, TX-1337544-G

DONALD THOMAS MATTHEWS
2400 CARDINAL BOULEVARD
CARROLLTON, TX 75010



TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **DONALD THOMAS MATTHEWS**
License #: **TX 1337544 G** License Expires: **11/30/2023**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

To assist the reader in interpreting this appraisal review report, general assumptions and limiting conditions are set forth below.

Information provided by others is assumed to be true, accurate, and reliable.

The legal description used in the appraisal report under review is assumed to be correct.

No opinion is expressed or assumed for legal matters that may affect title or use of the subject property.

The date of the review opinion on which the opinions expressed in this report apply, is set forth in the report. I assume no responsibility for economic or physical factors occurring at some later date, which may affect the opinions herein stated.

All opinions and comments pertaining to the work under review represent my opinion, formed after examination of the appraisal report reviewed. While it is believed the information and analyses are correct, I do not guarantee them and assume no liability for errors in fact, analysis or judgment.

The analyses, opinions and conclusions in this appraisal review report are based solely on the data, analyses and conclusions contained in the appraisal report under review. It is assumed that this data is representative of existing market conditions.

All analyses, opinions, and conclusions expressed by me are limited by the scope of the review process.

Neither all nor any part of the contents of this report shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without my written consent and approval.

I am not required to give testimony or to appear in court because of this review assignment, unless prior arrangements have been made.

No responsibility for hidden defects or conformity to specific governmental requirements can be assumed without provision of specific professional or governmental inspections. While the general conditions of the property were observed, no guarantee can be made concerning the individual components of the property.

I am not qualified to make a complete inspection of any well, septic system, underground storage tanks, or environmental condition, and these are beyond the scope of this report. No statements can be made concerning the adequacy or condition of these or other systems, or any effect on value.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in completing this review assignment.

The possession of this report, or any part of it, or a copy of it, does not convey the right of publication; it may not be used for any purpose other than the intended purpose stated herein, by any person or entity other than the intended users stated herein, without my written consent.

Your acceptance and/or use of this report acknowledges your acceptance of the foregoing General Assumptions and Limiting Conditions.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services, Real Estate**

DCM: **Cassandra Ogden**

DATE: **October 21, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment, and quitclaim of a portion of various (I) permanent water easements (II) permanent wastewater easements, and (III) permanent electric easements, generally located along Interstate 35E, east of Loop 288, situated in the John McGowan Survey - Abstract No. 797; the Gideon Walker Survey - Abstract No. 1330, the Memphis, El Paso and Pacific Railroad Company Survey - Abstract No. 950, the Daniel Lombard Survey - Abstract No. 784, and the J. Worrall Survey - Abstract No. 1433, all in the City and County of Denton, Texas, and more particularly described in the attached Exhibit "A" (collectively, the "Property Interests") to be recorded by Denton County Clerk, Real Property Records, Denton County, Texas granted to the State of Texas Department of Transportation ("TxDOT") by the City of Denton; providing for the quitclaim thereof to TxDOT, providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the conveyance of easements to the TxDOT providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton; providing for severability and an effective date.

BACKGROUND

The TxDOT right-of-way expansion and improvement project, CSJ 0196-01-109, requires the relocation of existing City water, wastewater and electric infrastructure from its current location along the IH-35E frontage road into new easements. The costs to acquire new easements and to relocate the facilities are eligible for State reimbursement authorized by the reimbursement agreement(s) approved by the City Council on January 14, 2020.

On May 4, 2021, the City Council approved Ordinance No. 21-717 authorizing the City Manager and City Attorney, or their respective designees, to acquire property interests by agreement if possible, including making all offers required by law; authorizing the use of the power of eminent domain to condemn the property interest if agreement cannot be reached. All easements in this phase of the project have been acquired.

Prior to issuing the reimbursements for the relocated and no longer needed easements as authorized by the Agreement, TxDOT requires that the City quitclaim, abandon and release its interests in the newly acquired TxDOT right-of-way along I-35. Kimley-Horn and Associates, Inc. has identified thirty-two (32) easement interests to be abandoned and quit claimed. Approval of this item will authorize the quitclaim to TxDOT, thereby fulfilling the State's reimbursement requirement.

If a Council member determines that he or she has a conflict of interest pursuant to the Ethics Ordinance, he or she may contact the City Attorney's Office to have a Recusal Form prepared prior to consideration of this agenda item.

OPTIONS

1. Approve proposed ordinance
2. Decline to approve proposed ordinance
3. Table for future consideration.

RECOMMENDATION

Staff recommends adoption of the Ordinance.

ESTIMATED SCHEDULE OF PROJECT

Fall of 2025

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Ordinance No. 20-040, January 14, 2020
Ordinance No. 21-019, January 12, 2021
Ordinance No. 21-717, May 4, 2021
Ordinance No. 21-1528 August 3, 2021
Ordinance No. 22-2391, November 15, 2022
Ordinance No. 24-1123, June 18, 2024

FISCAL INFORMATION

N/A

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Vesting Deed
Exhibit 3 - Location Map
Exhibit 4 - Ordinance

Respectfully submitted:
Deanna Cody, Deputy Director
Development Services-Real Estate

Prepared by:
Captoria Brown
Senior Real Estate Specialist

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 12/19)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO THE STATE OF TEXAS.

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0196-01-114
	§	
COUNTY OF Denton	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, the City of Denton of the County of Denton, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Denton, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the _____day of _____, 20___.

_____ _____

_____ _____

_____ _____

Grantee's Address: _____

_____

Acknowledgement

State of Texas
County of Denton

This instrument was acknowledged before me on _____

by_____.

The acknowledging person(s) personally appeared by:

□ physically appearing before me.
□ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Denton

This instrument was acknowledged before me on _____by

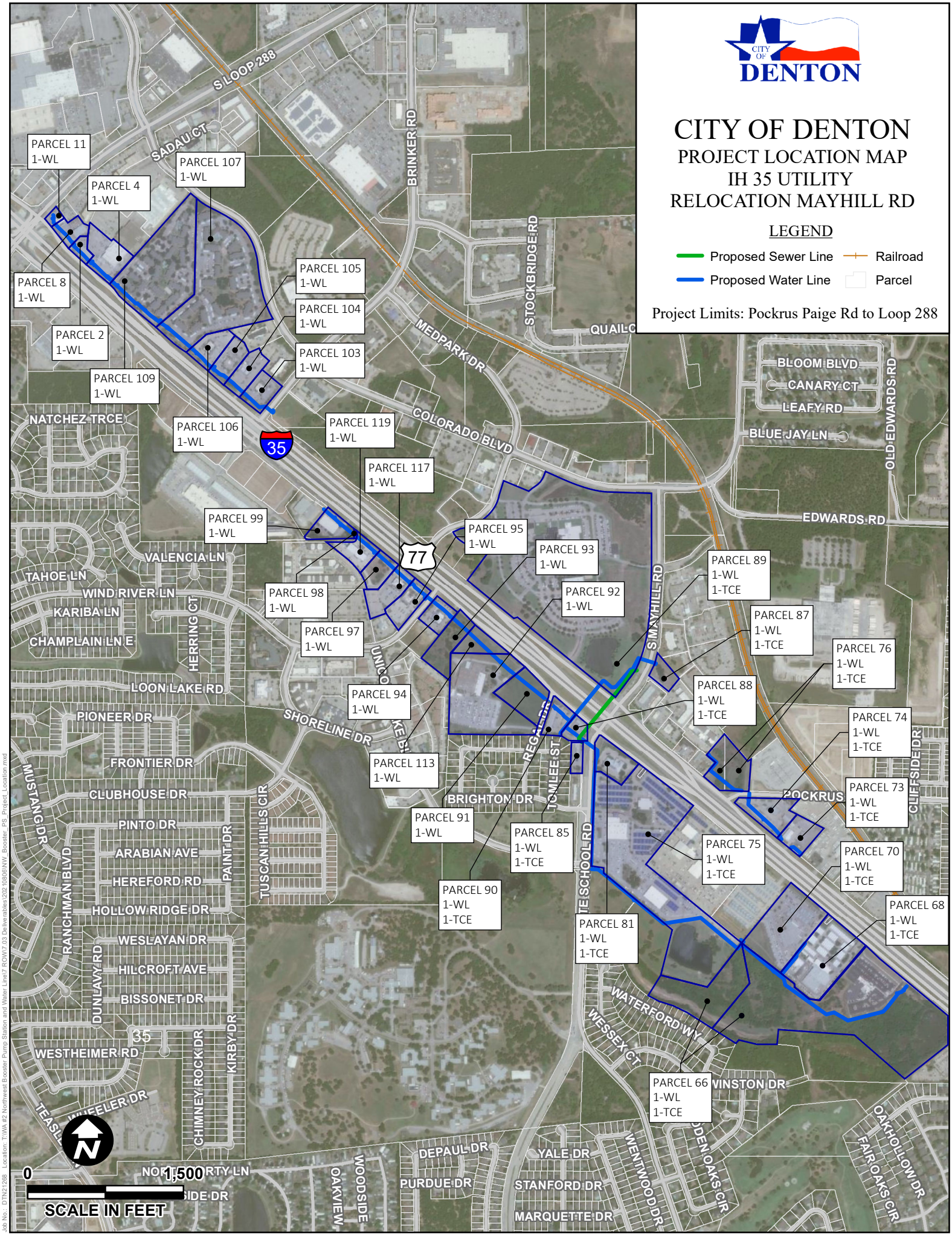
_____, _____

of _____, a _____

corporation, on behalf of said corporation. The acknowledging person(s) personally appeared by:

□ physically appearing before me.
□ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

_____
Notary Public's Signature


CITY OF DENTON
CITY OF DENTON
PROJECT LOCATION MAP
IH 35 UTILITY
RELOCATION MAYHILL RD
LEGEND
Proposed Sewer Line
Proposed Water Line
Railroad
Parcel
Project Limits: Pockrus Paige Rd to Loop 288
PARCEL 11 1-WL
PARCEL 4 1-WL
PARCEL 107 1-WL
PARCEL 8 1-WL
PARCEL 2 1-WL
PARCEL 109 1-WL
PARCEL 105 1-WL
PARCEL 104 1-WL
PARCEL 103 1-WL
PARCEL 106 1-WL
PARCEL 119 1-WL
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PARCEL 94 1-WL
PARCEL 113 1-WL
PARCEL 91 1-WL
PARCEL 90 1-WL TCE
PARCEL 85 1-WL 1-TCE
PARCEL 89 1-WL 1-TCE
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PARCEL 70 1-WL 1-TCE
PARCEL 68 1-WL 1-TCE
PARCEL 81 1-WL 1-TCE
PARCEL 66 1-WL 1-TCE
S LOOP 288
SADAU CT
BRINKER RD
STOCKBRIDGE RD
MEDPARK DR
QUAIL C
COLORADO BLVD
NATCHEZ TRCE
35
77
BLOOM BLVD
CANARY CT
LEAFY RD
BLUE JAY LN
OLD EDWARDS RD
EDWARDS RD
S MAYHILL RD
VALENCIA LN
TAHOE LN
WIND RIVER LN
KARIBA LN
CHAMPLAIN LN E
HERRING CT
LOON LAKE RD
PIONEER DR
SHORELINE DR
UNICORN LAKE ST
REGENT DR
TOMLEE ST
FRONTIER DR
CLUBHOUSE DR
PINTO DR
ARABIAN AVE
HEREFORD RD
HOLLOW RIDGE DR
WESLAYAN DR
HILCROFT AVE
BISSONET DR
WESTHEIMER RD
MUSTANG DR
RANCHMAN BLVD
DUNLAVY RD
PAINT DR
TUSCAN HILLS CIR
KIRBY DR
CHIMNEY ROCK DR
WHEELER DR
BRIGHTON DR
POCKRUS
CLIFFSIDE DR
TE SCHOOL RD
WATERFORD WY
WESSEX CT
VINSTON DR
DEPAUL DR
PURDUE DR
YALE DR
STANFORD DR
MARQUETTE DR
WENTWOOD DR
OAKHOLLOW DR
FAIR OAKS CIR
OAKVIEW
WOODSIDE
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1,500
SCALE IN FEET

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON PROVIDING FOR THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM OF A PORTION OF VARIOUS (I) PERMANENT WATER EASEMENTS (II) PERMANENT WASTEWATER EASEMENTS, AND (III) PERMANENT ELECTRIC EASEMENTS, GENERALLY LOCATED ALONG INTERSTATE 35E, EAST OF LOOP 288, SITUATED IN THE JOHN MCGOWAN SURVEY - ABSTRACT NO. 797; THE GIDEON WALKER SURVEY - ABSTRACT NO. 1330, THE MEMPHIS, EL PASO AND PACIFIC RAILROAD COMPANY SURVEY - ABSTRACT NO. 950, THE DANIEL LOMBARD SURVEY - ABSTRACT NO. 784, AND THE J. WORRALL SURVEY - ABSTRACT NO. 1433, ALL IN THE CITY AND COUNTY OF DENTON, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" (COLLECTIVELY, THE "PROPERTY INTERESTS") TO BE RECORDED BY DENTON COUNTY CLERK, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS GRANTED TO THE STATE OF TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT") BY THE CITY OF DENTON; PROVIDING FOR THE QUITCLAIM THEREOF TO TXDOT, PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM MADE HEREIN; PROVIDING FOR THE CONVEYANCE OF EASEMENTS TO THE TXDOT PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF DENTON AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT HEREIN; PROVIDING FOR CONSIDERATION TO BE PAID TO THE CITY OF DENTON; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City" or "Grantor") is the holder of various easement property interests described in the attached Exhibit "A" granted to the City of Denton, Texas that were recorded by Denton County Clerk, Real Property Records of Denton County, Texas (the "Subject Easements"); and

WHEREAS, the Subject Easements were previously approved by Ordinance 2021-717, authorizing the use of Eminent Domain to condemn property interest if agreement could not be reached; authorizing the City Attorney, or their designee, to file eminent domain proceedings if necessary, and the reimbursement of the costs of acquiring the Subject Easements was authorized by the reimbursement agreement(s) approved by the City Council on January 14, 2020, granted by City of Denton, Texas; and

WHEREAS, TxDOT ("Grantee") has requested the City to abandon, relinquish, and quitclaim various easement property interests owned by the City ("Abandonment Tracts"), as the Abandonment Tracts encumber an area of TxDOT's property and the area of the Abandonment Tracts is generally described in Exhibit "B"; and

WHEREAS, various infrastructure has been relocated by City Staff eliminating the need for the Abandonment Tracts; and

WHEREAS, City Staff reviewed the request from TxDOT to determine that the Abandonment Tracts are no longer necessary for any current or future public utility project which will allow for the area to be developed with permitted improvements, and City Staff recommends the Abandonment Tracts be released, abandoned, and quitclaimed in its entirety as specified herein;

and

WHEREAS, the City Engineer and Capital Projects staff have confirmed that the property has been developed in such a manner that the Abandonment Tracts is no longer necessary to address previous public utility concerns on the property or for any current or future public utility projects; and

WHEREAS, Staff recommends releasing the Abandonment Tracts for reimbursement cost to the Grantor as set forth in the reimbursement agreement(s) between Grantor and Grantee; and

WHEREAS, the City Council of the City of Denton, acting pursuant to law and upon the request and petition pf Grantee deems it advisable to abandon and quitclaim the Abandonment Tracts to Grantee, and is of the opinion that, subject to the terms and conditions herein provided, said is/are not need for municipal or public use, and same should be abandoned and quitclaimed to Grantee, as hereinafter stated; and NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations and findings set forth above are incorporated herein by reference.

SECTION 2. That the City of Denton shall abandon the Abandonment Tracts upon completion of relocation and removal of the existing utilities to the Subject Easements. Subject to the foregoing, the City relinquishes and quitclaims all of its right, title and interest in and to the Abandonment Tracts described in Exhibit B, attached hereto and made apart hereof; subject to the conditions hereinafter more fully set out.

SECTION 3. That for and in monetary consideration of the sum of approximately Thirty-Five Million **and 00/100 Dollars ($35,000,000)** to be paid by TxDOT, and the further consideration described in Sections 4, 7 and 9, the City of Denton does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title in and to the certain tract(s) or parcel(s) of land hereinabove described in Exhibit B. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever may be abandoned, released, and vacated.

SECTION 4. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. That the terms and conditions contained in this ordinance shall be binding upon the **GRANTEE**, its heirs, successors and assigns.

SECTION 6. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the City Council of the City of Denton may legally and lawfully abandon, relinquish and quitclaim.

SECTION 7. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to the Abandonment Tracts shall not become effective until and unless the existing installations and facilities are relocated, and reimbursed at Grantee's expense, to the Subject Easements and acceptable to the City as is hereinafter provided. Failure to relocate to the Subject Easements and reimbursement of cost to the **GRANTOR** in accordance with the terms of this section shall render this ordinance null and void and of no further effect.

SECTION 8. Upon evidence showing satisfaction of the above requirements, the City Manager, or designee, is authorized to execute a **QUITCLAIM DEED** document evidencing the abandonment of the Abandonment Tracts, suitable for recordation in the Real Property Records of Denton County, Texas.

SECTION 9. That, upon receipt of the monetary consideration set forth in Section 3, the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Denton County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee.

SECTION 10. Notwithstanding anything to the contrary contained in this ordinance, the City of Denton retains and reserves any and all easements, rights of way, and any other rights or interests, other than the Abandonment Tracts abandoned, relinquished and quitclaimed in Section 2 above, whether acquired, obtained, owned, or claimed by the City of Denton or public, by, through, or under conveyance, dedication by plat, or other express dedication, implied dedication, prescription, or by any other manner or means, in or to lands in which the Subject Easement may cover, encumber, include, cross, or overlap.

SECTION 11. The provisions of this ordinance are severable, and the invalidity of any phrase, clause, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 12. This ordinance shall become effective immediately upon its passage and approval.

[*signatures on the following page*]

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

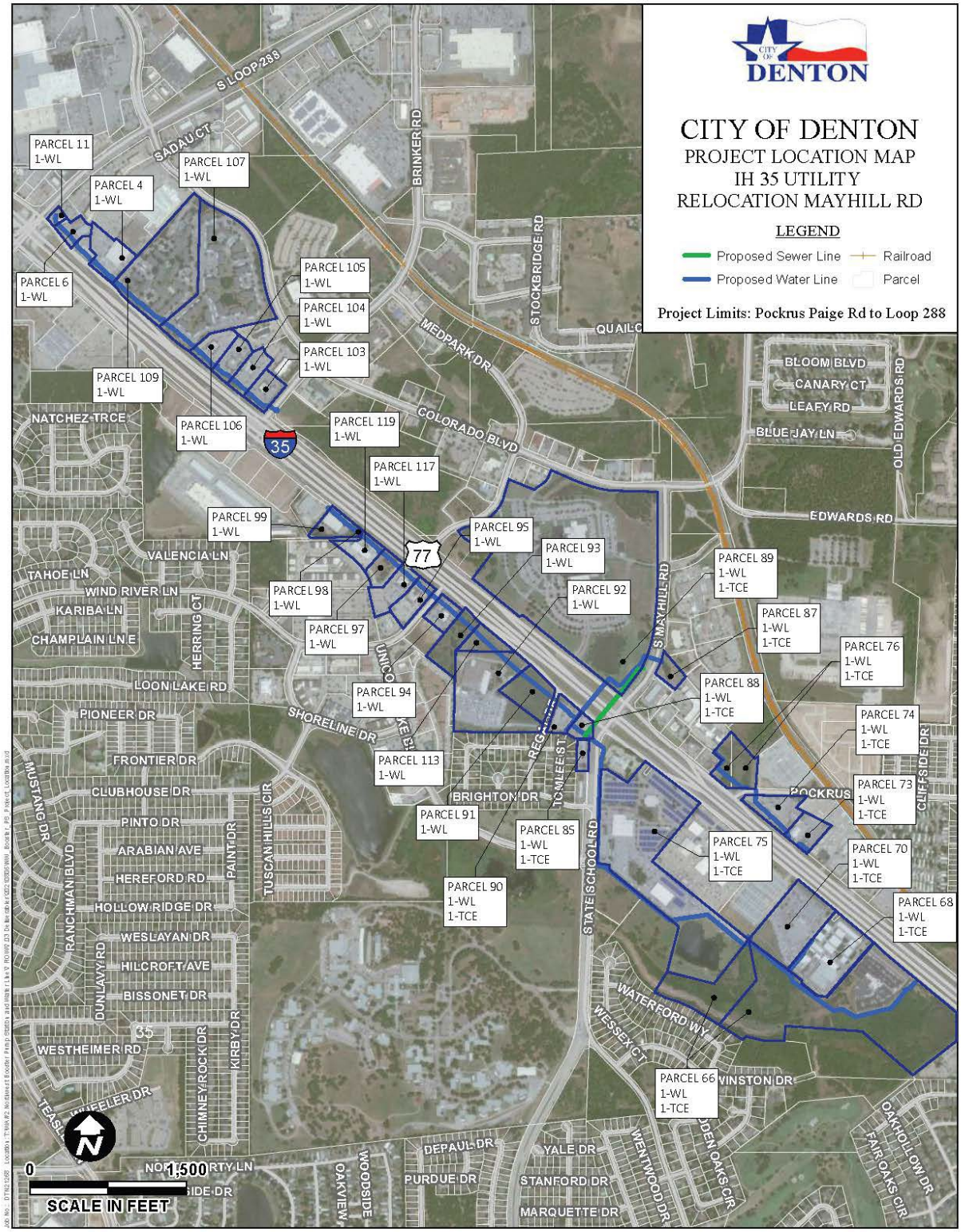
BY: Marcella Lunn

EXHIBIT A
Subject Easements
(Various Permanent Water and Wastewater Easements, Drainage Easement Abandonment, & Electric Easements list)

Parcel #	Property Owner	SOS officer
4	Pick'n'Sav Stores, Inc. #96	Timothy Johnson (Director)
6	Santander Denton, Ltd., a Texas limited partnership	DANIEL D BOECKMAN (President)
11	Halle Properties, LLC, an Arizona limited liability company	BRUCE T HALLE (Director)
66	Carmaxx	William D Nash (Director)
68	TT of Denton, Inc.	Terry Taylor (Director)
70	TT of North Texas, Inc.	Terry Taylor (Director)
73	Accessory Super Store, Inc.	Bryce McCallum (Director)
74	Arthur W. Hollingsworth	Arthur W. Hollingsworth
75, 75A, 75B	J&S Wood, LP	James F Wood
76	Mayhill Denton, LP, a Texas limited partnership	Joy H Philips
85	CB Green Investments, L.L.C., a Texas limited liablity company	G. Michael Green (Manager)
87	PWS Holdings 19, LLC	Robert A Christianson
88	Goel Ventures, LLC, a Texas limited liability company	Siddhartha Goel
89	Columbia Medical Center of Denton	Nicholas L. Paul (Vice President)
90	Mayhill/2499, LLC, a Texas limited liability company	Kenneth Brown (Member)
91	Josten's, Inc.	Michael B Polk (President)
92,92A	Josten's, Inc.	Michael B Polk (President)
93	B.A. Badie	N/A
94	Carroll Family Investments, Ltd.	Christopher S. Carroll (Manager & Director)
95	GHLDS #2, LLC,a Texas limited liability company	Gurdev S. Gill (Manager & Director) Rajeev S Gill (Manager & Director)
97	Denton Commons, LLC	Edward Llively (Manager)
98	Dariush H. Heidary, M.D.	N/A
99	F & J Partners, Ltd.	Frank Kudlac (President)
103	Cole OB Denton, TX, LLC, a Delaware limited liability company	Vereit Real Estate, L.P. (authorized signature)
104	Roadhouse Enterprises, Inc., a Texas corporation	Gerald Morgan (President & Director) Celia Catlett (General Counsel & Director)
105	FCPT SW Properties, LLC, a Delaware limited liability company	William R. White III (Manager)
106	ARCP RL Portfolio IV, LLC, a Delaware limited liability company	ARCP RL Portfolio IV, LLC (authorized Signature)
107	Texas Student Housing Corporation -- Denton Project	Henry C. Smyth (President)
109	Denton PCR, Ltd., a Texas limited libility company	Richard D. Kelly (President)
113	Josten's, Inc.	Michael B Polk (President)
117	Melvin A. Kausen and Marie A. Kausen Family Trust	N/A
119	Windriver Lodging, Ltd.	Vimal Patel (Director)

EXHIBIT B

Abandonment of Tracts Map



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services, Real Estate**

ACM: **Cassandra Ogden**

DATE: **October 21, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing a right-of-way Use Agreement between the City of Denton, as Grantor, and Denton Housing Authority, as Grantee, regarding the placement of private wastewater improvements that encroach into the public right-of-way of Roselawn Drive being in the A. Hickman Survey, Abstract No. 521, City of Denton, Denton County, Texas; providing an effective date.

BACKGROUND

Denton Housing Authority ("DHA" or "Licensee") is under contract to purchase and develop property owned by Rayzor Investments, Ltd. and known as Lot 1, Block A, Roselawn Village Addition. The Civil Engineering Plans for the slated public improvements, located at the intersection of Grackel Street and Roselawn Drive, have been reviewed and endorsed by City staff.

Approved infrastructure plans anticipate construction of a private wastewater lift-station and a private 4-inch wastewater force main to serve the development. The private lift station will be located and maintained by DHA on private property. The private 4-inch force main will also be maintained by DHA and will extend from private property and connect to the existing public sewer line within the Roselawn Drive right-of-way.

Approval of this ordinance will authorize the City Manager or their designee to execute the Right-Of-Way Use Agreement (AGREEMENT) to allow the 4-inch force main to be located within the public right-of-way of Roselawn Drive. The Licensee is required to (i) maintain insurance standards set by Risk Management, (ii) apply for all required permits, and (iii) pay consideration to the City in the appraised amount of $42,920.00 for the first 10-year term, with an option to renew for an additional 10 years by payment of the license fee adjusted by the Consumer Price Index (CPI).

If a Council member determines that he or she has a conflict of interest pursuant to the Ethics Ordinance, he or she may contact the City Attorney's Office to have a Recusal Form prepared prior to consideration of this agenda item.

OPTIONS

1. Approve proposed ordinance.
2. Decline to approve proposed ordinance.

RECOMMENDATION

Staff recommends approval of the ordinance.

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

ESTIMATED SCHEDULE OF PROJECT
Winter of 2026

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
N/A

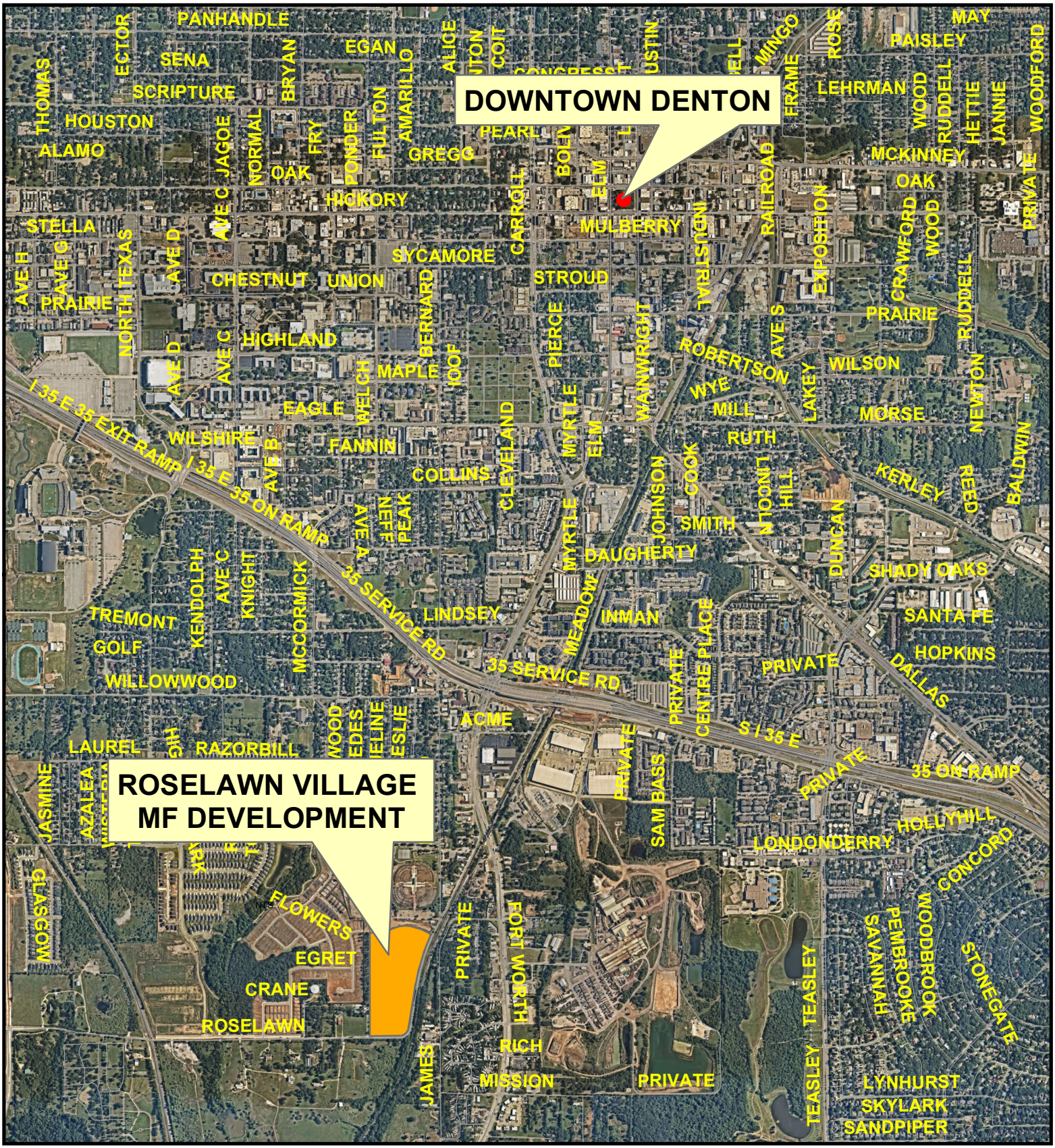
FISCAL INFORMATION
The City will receive a license fee of $42,920.00 from the Licensee for the first 10-year term. If the 10-year option to renew is exercised, the City will receive another payment adjusted by the CPI.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Location Map
Exhibit 3 - Site Map
Exhibit 4 - Roselawn Village Final Plat
Exhibit 5 - Ordinance

Respectfully submitted:
Deanna Cody, Deputy Director
Development Services-Real Estate

Prepared by:
Mark Laird
Senior Real Estate Specialist

LOCATION MAP

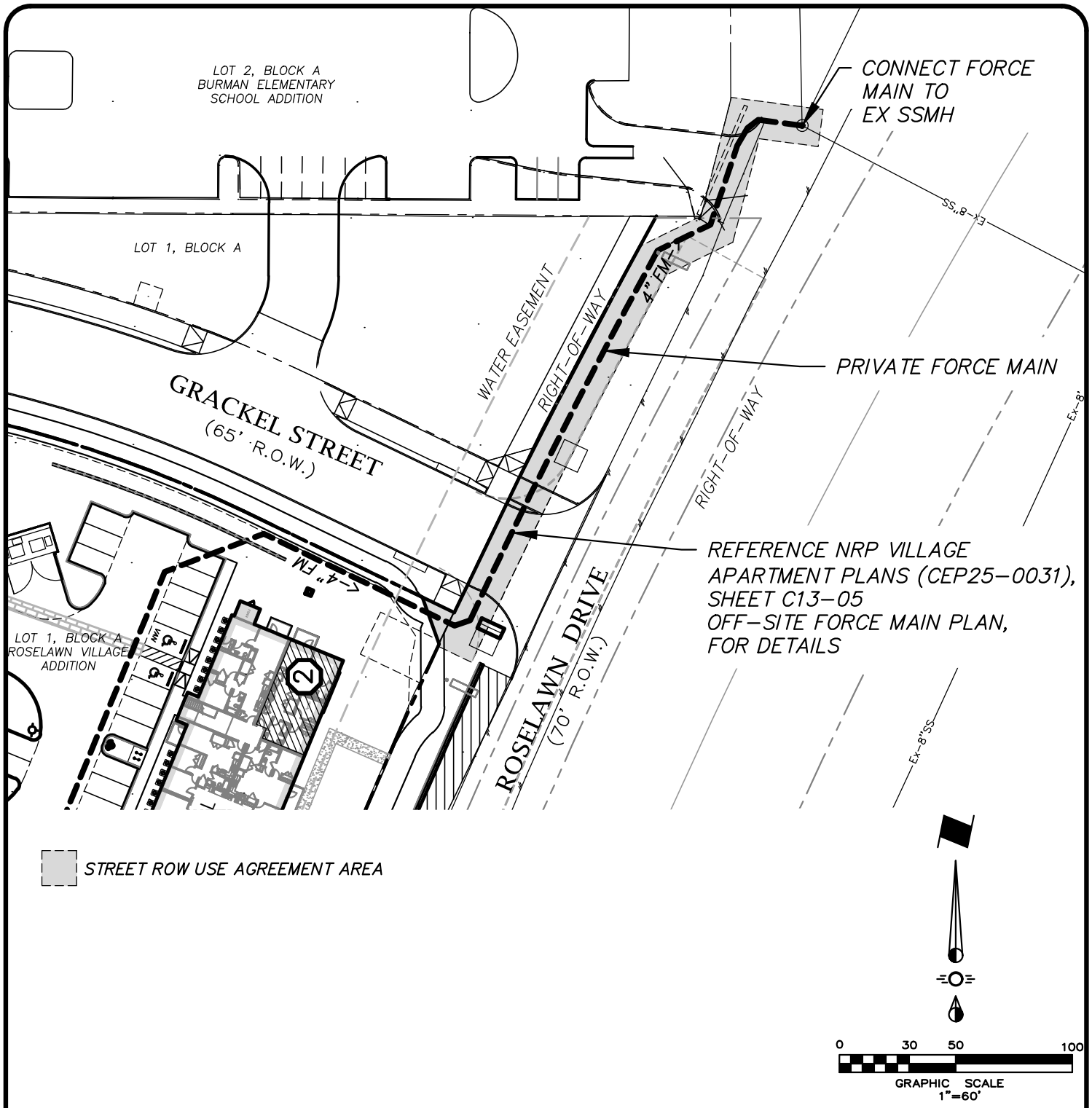


ROSELAWN VILLAGE MF DEVELOPMENT
RIGHT-OF-WAY USE AGREEMENT

N
W E
S

1,800 900 0 1,800 3,600 5,400
Feet

CITY OF DENTON



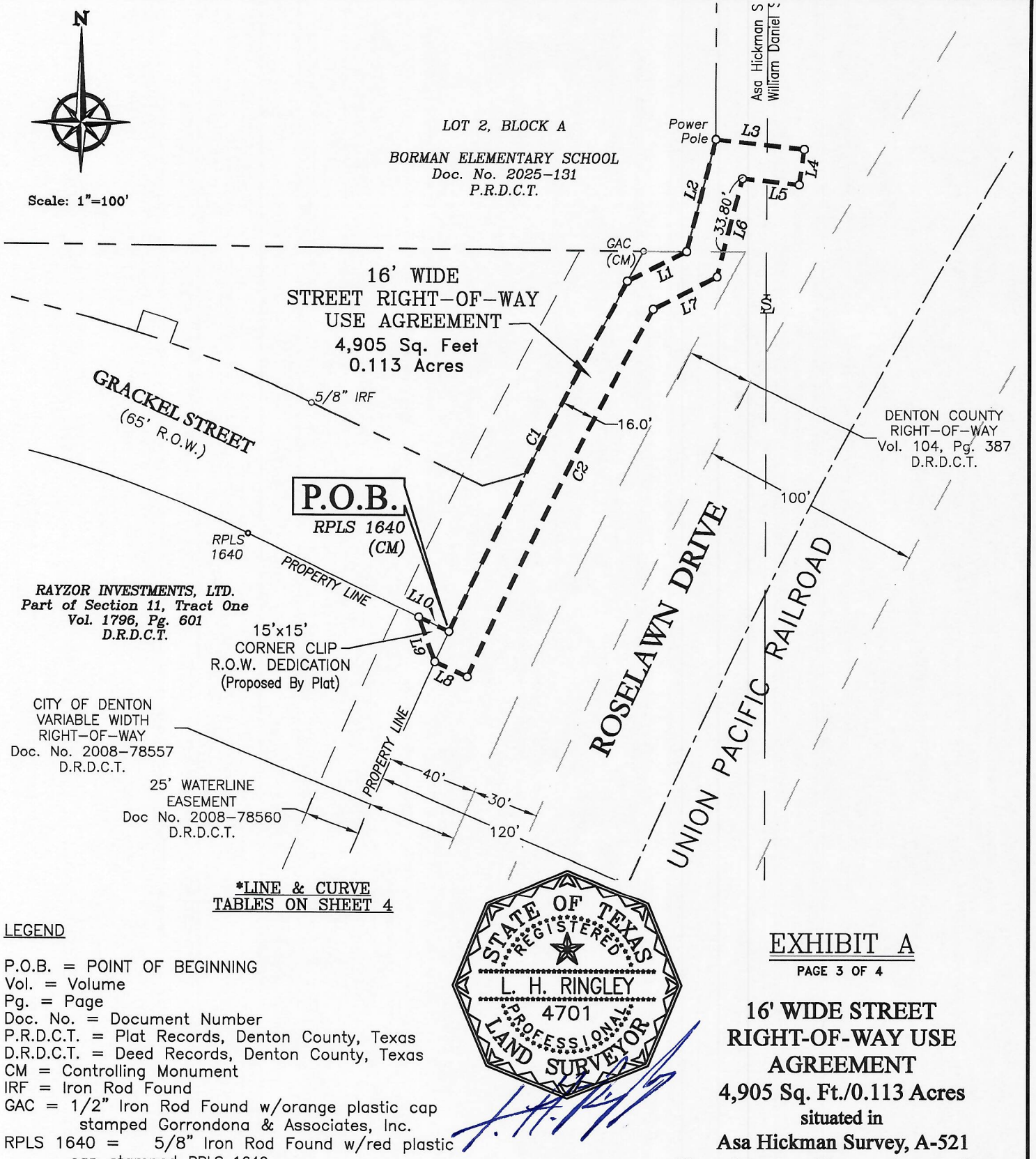
ROW AGREEMENT EXHIBIT

ROSELAWN VILLAGE DENTON

NRP VILLAGE APARTMENTS ADDITION
LOT 1, BLOCK A

JUNE 17, 2025

CROSS
ENGINEERING CONSULTANTS
1720 W. Virginia Street • McKinney, Texas 75069
972.562.4409 • Texas P.E. Firm No. F-5935



*LINE & CURVE TABLES ON SHEET 4

LEGEND

P.O.B. = POINT OF BEGINNING
Vol. = Volume
Pg. = Page
Doc. No. = Document Number
P.R.D.C.T. = Plat Records, Denton County, Texas
D.R.D.C.T. = Deed Records, Denton County, Texas
CM = Controlling Monument
IRF = Iron Rod Found
GAC = 1/2" Iron Rod Found w/orange plastic cap stamped Gorrondona & Associates, Inc.
RPLS 1640 = 5/8" Iron Rod Found w/red plastic cap stamped RPLS 1640

STATE OF TEXAS
REGISTERED
L. H. RINGLEY
4701
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A
PAGE 3 OF 4

16' WIDE STREET RIGHT-OF-WAY USE AGREEMENT

4,905 Sq. Ft./0.113 Acres
situated in
Asa Hickman Survey, A-521
City of Denton, Denton County, Texas

REFERENCE BEARING

The Bearings shown hereon are Geodetic and were derived from GPS observations and measurements from The City of Denton Control Monuments #163 and #174 and are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD-83 projection.

A metes & bounds description of equal date accompanies this Easement Exhibit.

RINGLEY & ASSOCIATES, INC.
SURVEYING · MAPPING · PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee – McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale
Mark Staab	06/14/2025	1" = 100'

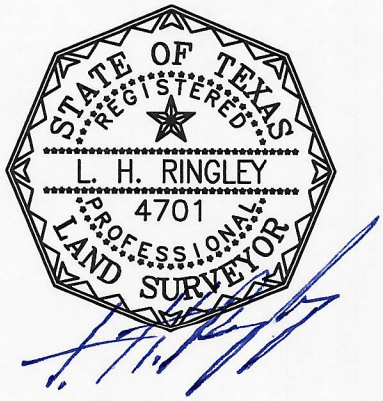
Job	Title	Sheet
2023-035	2023-035-EX-DET.DWG	3 of 4

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3°37'06"	2,785.08'	175.89'	N 26°52'44" E	175.86'
C2	3°49'19"	2,769.08'	184.71'	S 26°40'21" W	184.68'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 63°50'20" E	29.54'
L2	N 14°20'25" E	52.62'
L3	S 83°47'19" E	39.83'
L4	S 07°35'20" W	16.00'
L5	N 83°47'19" W	25.57'
L6	S 14°20'25" W	45.16'
L7	S 63°50'20" W	31.84'
L8	N 65°18'46" W	16.00'
L9	N 19°40'35" W	21.36'
L10	S 64°16'07" E	15.00'



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A metes & bounds description of equal date accompanies this Easement Exhibit.

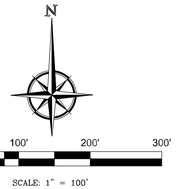
EXHIBIT A

PAGE 4 OF 4

16' WIDE STREET RIGHT-OF-WAY USE AGREEMENT
4,905 Sq. Ft./0.113 Acres
situated in
Asa Hickman Survey, A-521
City of Denton, Denton County, Texas

RINGLEY & ASSOCIATES, INC.
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Drawn by	Date	Scale
Mark Staab	06/14/2025	1" = 100'
Job	**Title**	**Sheet**
2023–035	2023–035–EX–DET.DWG	4 of 4



IMPORTANT NOTICE:

THE CITY OF DENTON HAS ADOPTED THE NATIONAL ELECTRICAL SAFETY CODE (THE "CODE"). THE CODE GENERALLY PROHIBITS STRUCTURES WITHIN 17.5 FEET ON EITHER SIDE OF THE CENTER LINE OF OVERHEAD DISTRIBUTION LINES AND WITHIN 37.5 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD TRANSMISSION LINES. IN SOME INSTANCES THE CODE REQUIRES GREATER CLEARANCES. BUILDING PERMITS WILL NOT BE ISSUED FOR STRUCTURES WITHIN THESE CLEARANCE AREAS. CONTACT THE BUILDING OFFICIAL WITH SPECIFIC QUESTIONS.

SURVEY NOTES:

1. The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.

2. This addition contains Cross Timbers Upland Habitat Environmentally Sensitive Area subject to the Denton Development Code Section 7.4.8. Maintenance within the Environmentally Sensitive Area (ESA) shall be limited to preserve the site's natural integrity. Routine activities such as mowing, leaf removal, pesticide/fertilizer use, and weeding within the ESA are restricted. Hand clearing of invasive species and spot herbicide treatment are permitted. Mechanical clearing or widespread herbicide application requires prior coordination with the City of Denton Environmental Services.. Trash removal shall occur on foot at least quarterly. Tree trimming for pedestrian safety or tree health shall be evaluated and performed by an ISA-certified arborist. Future property owners must comply with this maintenance plan to protect the ESA.

DRAINAGE AND DETENTION EASEMENT NOTE:

This plat is hereby adopted by the owner and approved by the City of Denton (called "City") subject to the following conditions that shall be binding upon the owners, their heirs, grantees, and successors. The Private Detention and Public Storm Sewer Easements within the limits of this addition shall remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Private Detention and Public Storm Sewer Easements. The City will not be responsible for the maintenance and operation of said easement or for any damage to private property or person that results from conditions in the easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Private Detention and Public Storm Sewer Easements, as herein above defined, unless approved by the City. The owners shall keep the drainage and detention easement clear and free of debris, silt, and any substance that would result in unsanitary conditions or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance by the owners to alleviate any undesirable conditions that may occur. Furthermore, the City shall have the right, but not the obligation, to enter upon the above-described drainage and detention easement to remove any obstruction to the flow of water, after giving the owners written notice of such obstruction and owners fail to remove such obstruction. Should the City of Denton be compelled to remove any obstruction to the flow of water, after giving the owners written notice of such obstruction and owners fail to remove such obstruction, the City of Denton shall be reimbursed by the owners for reasonable costs for labor, materials, and equipment for each instance. The natural drainage through the Private Detention and Public Storm Sewer Easements is subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena or resulting from the failure of any structure or structures, within the easement or otherwise.

GAS WELL SITE LOCATION NOTE:

The lot marked with an asterisk (*) is within 1000 feet of a Gas Well Drilling and Production Site, and their is the possibility that existing wells may be re-drilled and/or re-fracture stimulated in the future. A vicinity map showing the location of the Sites in relation to the Lots is provided on this plat. As of the date of this plat, these are producing wells. Additional drilling and/or fracking operations may occur on this Site(s) in the future.

ACCESS EASEMENT NOTE:

Maintenance of the facilities and improvements located within the Access Easement, is the sole responsibility of the Property Owner, and shall maintain the facilities and improvements in a state of good repair at all times.

GENERAL NOTES:

1. The purpose of this plat is to record an unplatted tract of land into a platted addition and dedicate new easements for future development.

2. Elevations used for delineating contour lines are based upon NAVD 1988 datum.

3. The Bearings shown hereon are Geodetic and were derived from GPS observations and measurements from The City of Denton Control Monuments #163 and #174 and are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD-83 projection.

4. This plat was prepared to meet City of Denton and Denton County requirements. This plat was prepared from information furnished by Stewart Title Guaranty Company, File. No. 24000230144, Effective Date, August 25, 2024 and issued September 10, 2024. The surveyor has not abstracted the above property.

5. This plat lies wholly within the City Limits of Denton.

6. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and/or withholding of utilities and building permits.

7. Approval of this plat will expire two years from Planning & Zoning Commission approval if not recorded in the Real Property Records of the County of Denton.

8. There are no gas, petroleum, or similar common carrier pipelines or pipeline easements within the limits of the subdivision.

9. All landscaping and structures, including fences, on or adjacent to easements and at intersections shall conform to the City of Denton and AASHTO site distance requirements for motorists.

10. No owner of the land subject to an easement may place, build, or construct any permanent building, structure, or obstruction of any kind over, under, or upon the easement, provided that such owner may cross or cover the easement with a paved driveway or paved parking lot under the following conditions:

    a) The driveway shall be jointed at the boundary line of the easement to limit the amount of paving that must be removed to provide access; and

    b) There shall be no obligation of the City to replace or repair any paving removed in the exercise of this easement.

    c) No pavement shall be constructed in a drainage or floodplain easement unless specifically approved by the City Engineer of the City of Denton.

11. Maintenance of all private sanitary sewer, storm sewer, and water facilities onsite shall be the responsibility of the property owner. The City of Denton shall have no responsibility to maintain such facilities.

12. Encroachment of private improvements into public easements shall not be permitted.

13. A Tree Survey and Preservation Plan will be required to proceed with Building Permits on the subject site within the city limits. Minimum Tree Preservation requirements of the Denton Development Code Section 7.7.4. must be met within the city limits prior to the release of any permits.

14. Sidewalks shall be constructed as required by the Transportation Criteria Manual and Section 7.8.11 of the Design Standards of the City of Denton, except in the case of streets where a payment in lieu of construction agreement per DDC 7.8.7D has been approved by the City of Denton. Prior to the acceptance of streets within the subdivision by the City of Denton, sidewalks shall be constructed by the developer along all streets where non-residential construction will not front or side. Commercial building developers shall construct sidewalks along streets on which non-residential construction front and along streets on which non-residential construction side before certificates of occupancy will be issued.

17. Onsite sewage facilities are prohibited to encroach into public easements.

    Wastewater utility service for this property will be provided by the City of Denton.

18. Water utility service will be provided by the City of Denton Water Department.

19. All drainage easements are to be kept clear of fences, buildings, trees, and other obstructions to the operation and maintenance of the drainage facility.

20. This Surveyor has reviewed FEMA Flood Insurance Rate Map for the City of Denton, Community Number 48121C0370G, effective date April 18, 2011, and that map indicates as scaled, that this property is within "Non-shaded ZONE X" defined as "areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on Panel 0370G of said map.

21. Vertical datum used for the minimum finished floor elevations is NAVD 1988 and is the same as the datum used to establish 100-year base flood elevations.

22. The minimum finished floor elevations shall be provided when a building permit application is submitted. The minimum finished floor elevations shall be based on the current FEMA data. The minimum finished floor elevations shalled be stated as mean sea level rather than relative based on NAVD 1988 Datum.

26. This property is subject to zoning by City of Denton ordinance and all regulations set forth therein.

27. As required by Section 8.2.5B of the Development Code, the City shall not issue any permits for construction within the subdivision within the corporate limits, except permits to construct public improvements, until such time as all public improvements of the subdivision have been constructed and accepted by the City or a certified check, performance bond, or letter of credit is provided to and accepted by the City.

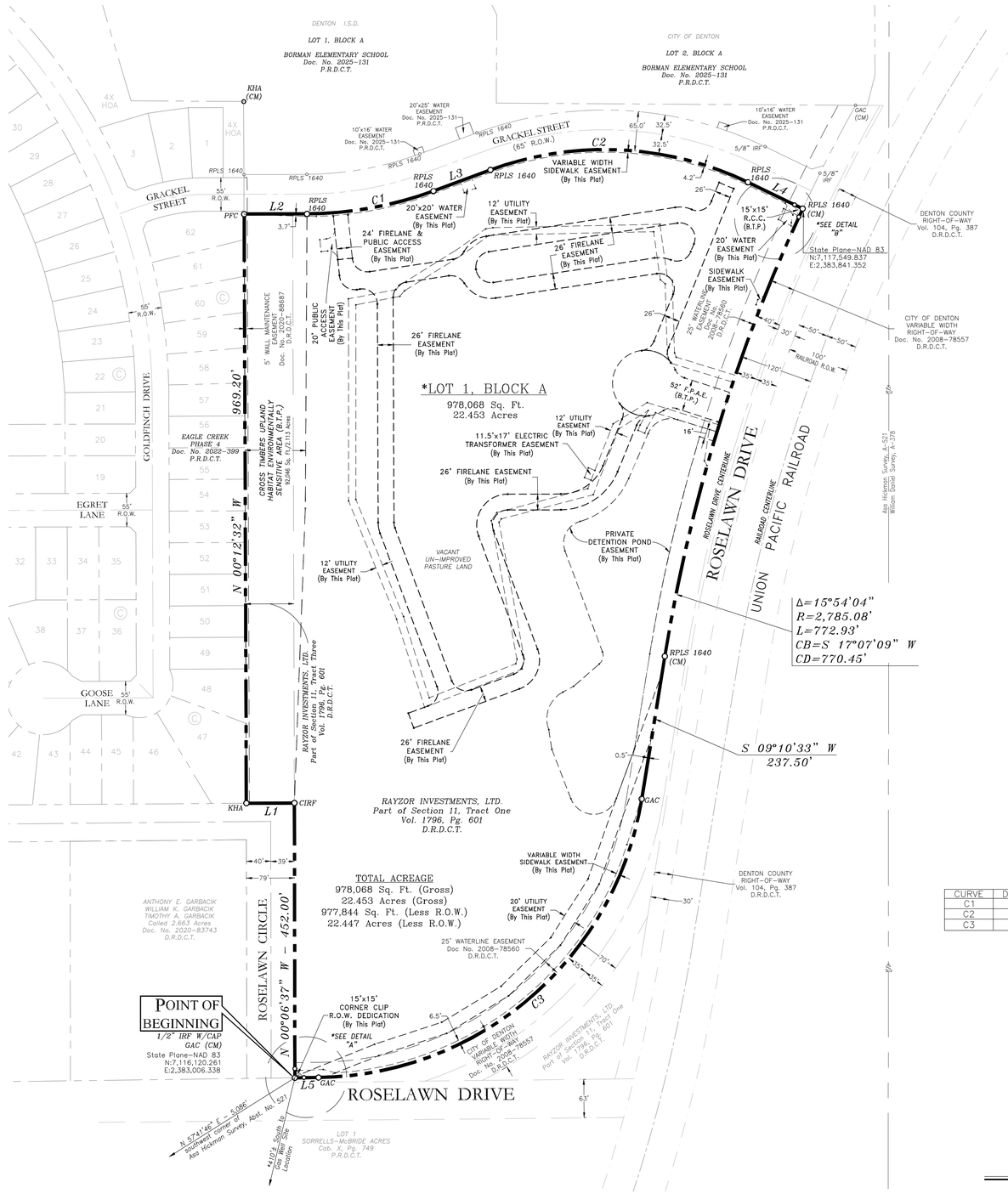
44. All numbers omitted above are City of Denton Master Notes that do not apply to this property and were intentionally omitted.

ABBREVIATIONS

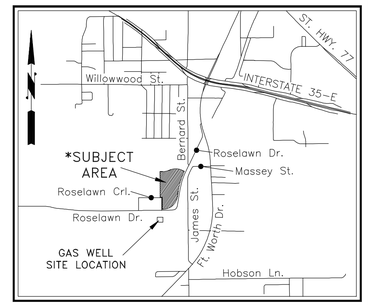
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GAC = G & A Consultants
KHA = 5/8" Iron Rod Found w/red plastic cap stamped KHA
KHA = Kimley Horn Associates
RPLS 1640 = 5/8" Iron Rod Found w/red plastic cap stamped RPLS 1640
PFC = Point For Corner
F.P.A.E. = Firelane and Public Access Easement (By This Plat)
R.C.C. = Right-of-Way Corner Clip (By This Plat)
R.O.W. = Right-of-Way
B.T.P. = By This Plat

LEGEND

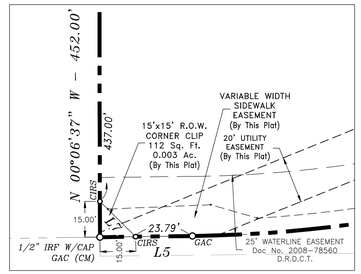
CIRS ○ PROPERTY CORNER
BOUNDARY LINE
ADJOINER BOUNDARY LINE
EASEMENT LINE
PRIVATE DETENTION EASEMENT LINE
CENTERLINE OF ROAD
CENTERLINE OF RAILROAD
RAILROAD RIGHT-OF-WAY
ROSELAWN DRIVE RIGHT-OF-WAY
SURVEY ABSTRACT LINE



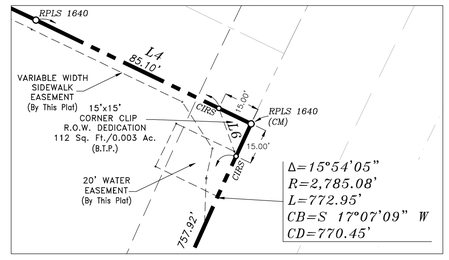
*NEW EASEMENT ANNOTATIONS, LINE AND CURVE TABLES ON SHEETS 2 AND 3



VICINITY MAP



DETAIL "A"
Scale: 1"=30'



DETAIL "B"
Scale: 1"=30'

BOUNDARY CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20°01'15"	607.50'	212.28'	N 79°45'44" E	211.20'
C2	45°58'40"	542.50'	435.34'	S 87°15'28" E	423.75'
C3	80°10'04"	545.00'	762.56'	S 49°13'56" W	701.86'

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°40'35" W	79.00'
L2	N 89°46'18" E	103.32'
L3	N 69°45'08" E	100.00'
L4	S 64°16'07" E	100.10'
L5	S 89°17'22" W	38.79'
L6	S 19°40'35" E	21.36'
L7	N 45°24'37" W	21.10'

FINAL PLAT

LOT 1, BLOCK A
ROSELAWN VILLAGE ADDITION

22.453 Acres
situated in the
Asa Hickman Survey, Abstract No. 521
City of Denton, Denton County, Texas

CITY OF DENTON
PROJECT No. FP25-0022

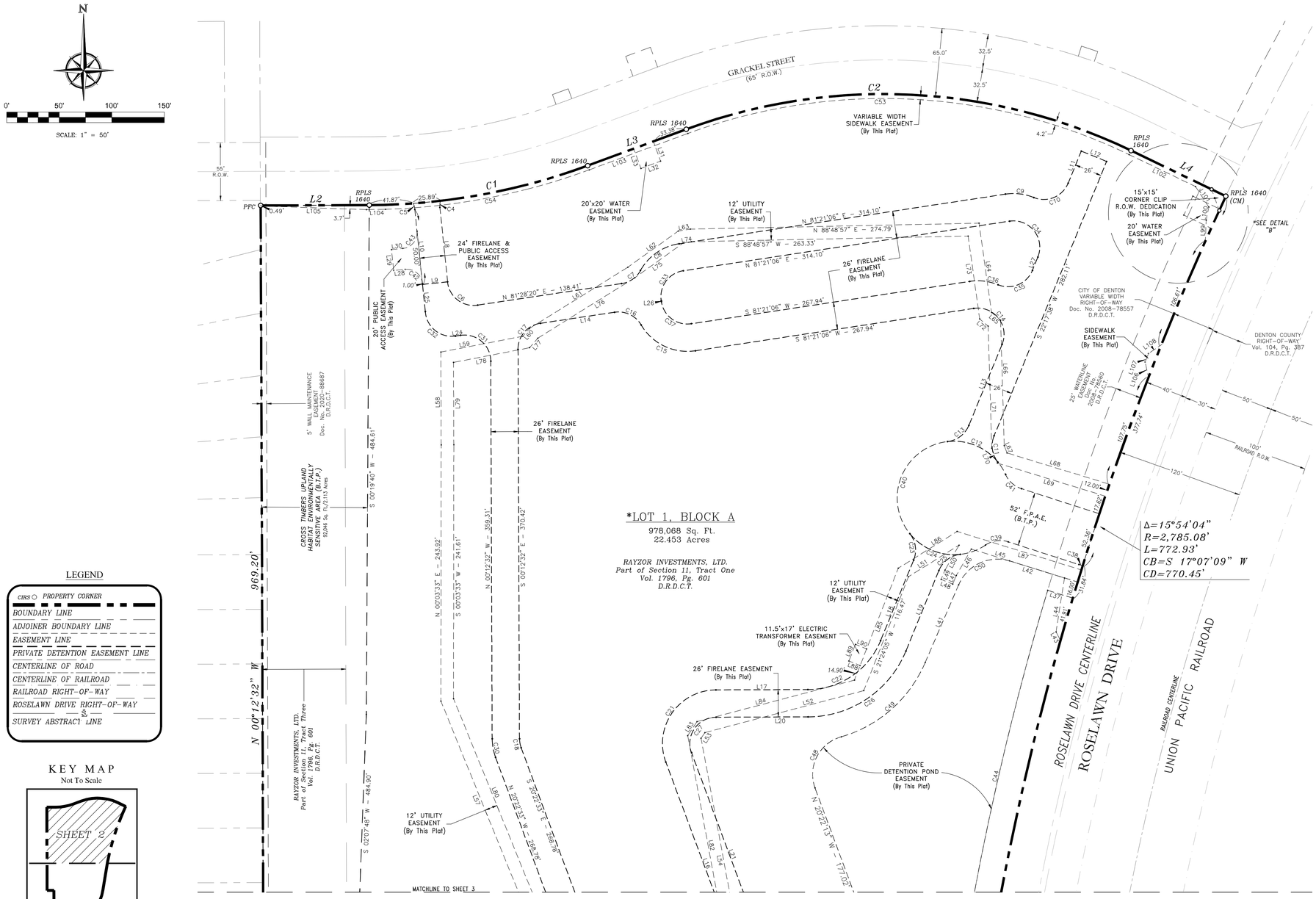
ENGINEER
CROSS ENGINEERING CONSULTANTS, INC.
Contact: Jonathan Hake, P.E.
1720 W. Virginia Street
McKinney, Texas 75069
972-562-4409
jhake@crossengineering.biz

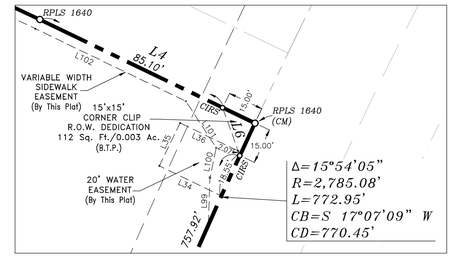
SURVEYOR
RINGLEY & ASSOCIATES
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266
lhr@ringley.com

OWNER
RAYZOR INVESTMENTS, LTD.
Contact: Philip A. Baker
400 W. Oak, Suite 302
Denton, Texas 76201
940-387-8711
pabaker@rayzorco.com

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Stalk	04/09/2025	1"=100'	2021-028	2021-028-FP.DWG	1 of 4





DETAIL "B"
Scale: 1"=30'

BOUNDARY CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20°01'15"	607.50'	212.28'	N 79°45'44" E	211.20'
C2	45°58'40"	542.50'	435.34'	S 87°15'28" E	423.75'
C3	80°10'04"	545.00'	762.56'	S 49°13'56" W	701.86'

BOUNDARY LINE TABLE

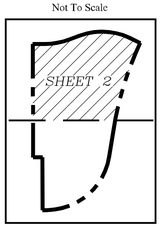
LINE	BEARING	DISTANCE
L1	S 89°40'35" W	79.00'
L2	N 89°46'18" E	103.32'
L3	N 69°45'08" E	100.00'
L4	S 64°16'07" E	100.10'
L5	S 89°17'22" W	38.79'
L6	S 19°40'35" E	21.36'
L7	N 45°24'37" W	21.10'

LEGEND

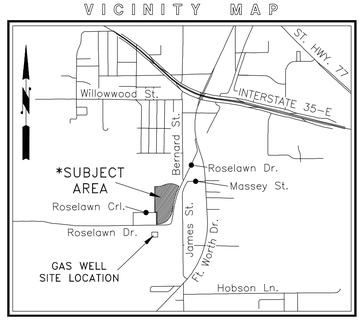
- CIRS ○ PROPERTY CORNER
- BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- EASEMENT LINE
- PRIVATE DETENTION EASEMENT LINE
- CENTERLINE OF ROAD
- CENTERLINE OF RAILROAD
- RAILROAD RIGHT-OF-WAY
- ROSELAWN DRIVE RIGHT-OF-WAY
- SURVEY ABSTRACT LINE

KEY MAP

Not To Scale



VICINITY MAP



ABBREVIATIONS

Vol. = Volume
Pg. = Page
Doc. No. = Document Number
P.R.D.C.T. = Plat Records, Denton County, Texas
D.R.D.C.T. = Deed Records, Denton County, Texas
CM = Controlling Monument
IRF = Iron Rod Found
CIRS = 1/2" Iron Rod Set w/red plastic cap stamped RPLS 4701
CIRF = 1/2" Iron Rod Found w/red plastic cap stamped RPLS 4701
MNS = Mag Nail Set w/steel washer stamped RPLS 4701
GAC = 1/2" Iron Rod Found w/orange plastic cap stamped GAC
GAC = G & A Consultants
KHA = 5/8" Iron Rod Found w/red plastic cap stamped KHA
KHA = Kimley Horn Associates
RPLS 1640 = 5/8" Iron Rod Found w/red plastic cap stamped RPLS 1640
PPC = Point For Corner
F.P.A.E. = Firelane and Public Access Easement (By This Plat)
R.C.C. = Right-of-Way Corner Clip (By This Plat)
R.O.W. = Right-of-Way
B.T.P. = By This Plat

*NEW EASEMENT LINE AND CURVE TABLES ON SHEET 3

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FINAL PLAT

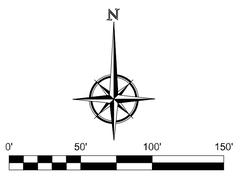
LOT 1, BLOCK A
ROSELAWN VILLAGE ADDITION

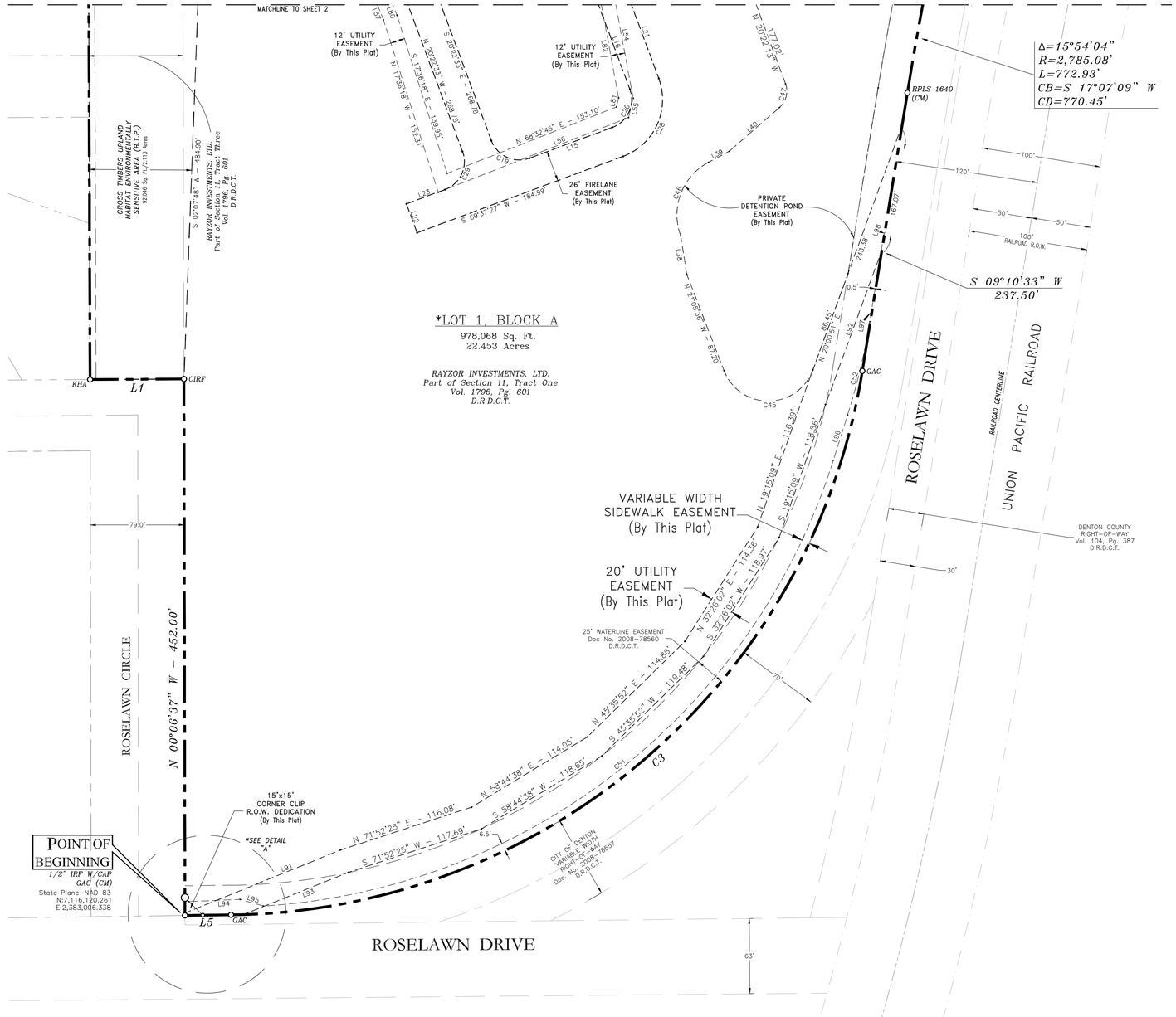
22.453 Acres
situated in the
Asa Hickman Survey, Abstract No. 521
City of Denton, Denton County, Texas

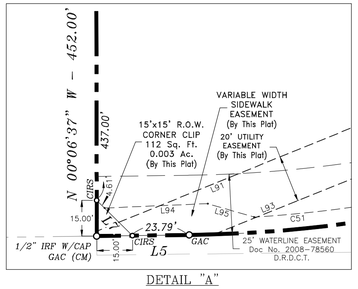
CITY OF DENTON
PROJECT No. FP25-0022

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Haak	04/09/2025	1"=50'	2021-028	2021-028-FP.DWG	2 of 4







DETAIL "A"
Scale: 1"=30'

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L8	S 05°52'31" E	71.16'
L9	S 84°07'29" W	24.00'
L10	N 05°52'31" W	71.69'
L11	N 22°17'38" E	33.00'
L12	S 67°42'22" E	26.00'
L13	N 22°17'38" E	83.33'
L14	S 81°28'20" W	71.33'
L15	N 69°37'27" E	74.36'
L16	N 20°22'33" W	208.01'
L17	N 89°47'28" E	87.57'
L18	N 22°17'38" E	82.82'
L19	S 22°17'38" W	82.82'
L20	S 89°47'28" W	87.57'
L21	S 20°22'33" E	208.01'
L22	N 20°22'33" W	26.00'
L23	N 69°37'27" E	34.63'
L24	S 81°28'20" W	4.96'
L25	N 05°52'31" W	26.06'
L26	N 08°31'40" W	1.00'
L27	S 22°17'38" W	13.78'
L28	S 84°07'29" W	11.00'
L29	N 05°52'31" W	20.00'
L30	N 84°07'29" E	11.00'
L31	S 20°15'40" E	20.00'
L32	S 69°45'08" W	20.00'
L33	N 20°15'40" W	20.00'
L34	N 64°16'55" W	28.90'
L35	N 25°43'05" E	20.00'
L36	S 64°16'55" E	27.06'
L37	N 72°45'35" W	25.00'
L38	N 08°48'36" W	32.71'
L39	N 61°55'22" E	19.98'
L40	N 48°56'32" E	56.16'
L41	N 23°17'59" E	80.47'
L42	S 72°45'35" E	67.81'
L43	N 27°45'35" W	9.16'
L44	N 08°55'16" E	51.97'
L45	N 72°45'35" W	92.85'
L46	S 29°20'16" W	29.05'
L47	S 22°17'38" W	8.79'
L48	N 67°42'22" W	12.00'
L49	N 22°17'38" E	9.53'
L50	N 29°20'16" E	27.21'
L51	S 58°01'24" W	56.63'
L52	S 75°12'46" W	156.42'
L53	S 33°33'33" W	6.49'
L54	S 10°29'18" E	229.07'
L55	S 13°21'18" W	16.70'
L56	S 68°39'45" W	172.21'
L57	N 22°05'55" W	210.11'
L58	N 00°12'32" W	88.26'
L59	N 79°04'14" E	79.48'
L60	N 40°14'00" E	9.57'
L61	N 58°06'16" E	110.35'
L62	N 54°18'53" E	59.06'
L63	N 81°07'25" E	11.62'
L64	S 07°57'33" E	85.79'
L65	S 49°47'36" E	11.30'
L66	S 01°40'06" E	119.45'
L67	S 20°50'04" E	7.37'
L68	S 72°57'29" E	101.66'
L69	N 72°57'29" W	107.53'
L70	N 20°50'04" W	15.27'
L71	N 01°40'06" W	116.12'
L72	N 49°47'36" W	10.53'
L73	N 07°57'33" W	79.72'
L74	S 81°07'25" W	7.96'
L75	S 54°18'53" W	56.59'
L76	S 58°06'16" W	108.86'
L77	N 40°14'00" E	3.94'
L78	S 79°04'14" W	73.77'
L79	S 00°12'32" E	78.33'
L80	S 22°05'55" E	208.23'
L81	N 13°21'18" E	7.90'
L82	N 10°29'18" W	231.39'
L83	N 33°33'33" E	15.91'
L84	N 75°12'46" E	154.90'
L85	N 21°24'05" E	114.35'
L86	N 58°01'24" E	66.10'
L87	S 72°45'35" E	123.71'
L88	N 67°42'22" W	11.50'
L89	N 21°24'05" E	17.00'
L90	S 67°43'01" E	11.50'
L91	N 67°54'30" E	141.30'
L92	S 20°00'51" W	138.78'
L93	S 68°07'23" W	95.73'
L94	N 87°34'17" E	43.29'
L95	S 73°54'46" E	20.22'
L96	N 17°30'50" E	40.13'
L97	N 09°10'33" E	73.68'
L98	N 19°19'58" E	2.84'
L99	N 02°00'44" E	19.87'
L100	N 11°42'10" E	12.75'
L101	N 33°02'00" W	23.29'
L102	N 64°16'07" W	70.03'
L103	S 69°45'08" W	100.00'
L104	S 89°15'46" W	18.07'
L105	N 88°04'45" W	100.76'
L106	N 12°54'31" W	15.66'
L107	N 21°33'24" E	8.68'
L108	N 56°01'19" E	15.66'

EASEMENT CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C4	18°07'28"	20.00'	6.33'	S 03°11'13" W	6.30'
C5	17°10'31"	20.00'	6.00'	N 14°27'47" W	5.97'
C6	92°39'09"	25.00'	40.43'	S 52°12'06" E	36.16'
C7	52°06'57"	25.00'	22.74'	N 55°24'51" E	21.96'
C8	51°59'43"	51.00'	46.28'	N 55°21'14" E	44.71'
C9	30°56'32"	51.00'	27.54'	S 83°10'38" E	27.21'
C10	90°00'00"	25.00'	39.27'	N 67°17'38" E	35.36'
C11	61°14'54"	25.00'	26.72'	S 08°19'49" E	25.47'
C12	57°30'11"	54.00'	54.20'	N 67°42'22" E	51.95'
C13	61°14'54"	25.00'	26.72'	N 52°55'05" E	25.47'
C14	120°56'32"	25.00'	52.77'	N 38°10'38" W	43.51'
C15	68°14'01"	51.00'	60.74'	N 64°31'54" W	57.21'
C16	68°06'47"	25.00'	29.72'	N 64°28'17" W	28.00'
C17	81°40'51"	25.00'	35.64'	S 40°37'54" W	32.70'
C18	20°10'01"	25.00'	8.80'	S 10°17'32" E	8.75'
C19	90°00'00"	25.00'	39.27'	S 65°22'33" E	35.36'
C20	90°00'00"	25.00'	39.27'	N 24°37'27" E	35.36'
C21	110°10'01"	51.00'	98.06'	N 34°42'28" E	83.64'
C22	67°29'50"	75.00'	88.35'	N 56°02'33" E	83.33'
C23	61°14'54"	25.00'	26.72'	N 08°19'49" W	25.47'
C24	57°30'11"	54.00'	54.20'	S 67°42'22" E	51.95'
C25	61°14'54"	25.00'	26.72'	S 52°55'05" W	25.47'
C26	67°29'50"	101.00'	118.98'	S 56°02'33" W	112.22'
C27	110°10'01"	25.00'	48.07'	S 34°42'28" W	41.00'
C28	90°00'00"	51.00'	80.11'	S 24°37'27" W	72.12'
C29	90°00'00"	25.00'	39.27'	N 24°37'27" E	35.36'
C30	20°10'01"	51.00'	17.95'	N 10°17'32" W	17.86'
C31	98°19'09"	25.00'	42.90'	N 49°22'06" W	37.83'
C32	95°01'22"	25.03'	41.52'	N 50°59'21" W	36.92'
C33	89°52'46"	25.00'	39.22'	N 36°24'43" E	35.32'
C34	120°56'32"	25.00'	52.77'	S 38°10'38" E	43.51'
C35	90°00'00"	25.00'	39.27'	S 67°17'38" W	35.36'
C36	30°56'32"	51.00'	27.54'	N 83°10'38" W	27.21'
C37	90°07'14"	25.00'	39.32'	N 53°35'17" W	35.39'
C38	10°50'04"	20.00'	3.78'	N 66°46'59" W	3.78'
C39	51°39'55"	25.00'	22.54'	S 81°58'02" W	21.79'
C40	279°31'48"	54.00'	263.45'	N 15°53'58" E	69.76'
C41	47°51'52"	25.00'	20.88'	S 48°16'04" E	20.28'
C42	90°00'00"	15.00'	23.56'	N 50°52'31" W	21.21'
C43	90°00'00"	15.00'	23.56'	N 39°07'29" E	21.21'
C44	7°29'09"	2,808.10'	366.89'	S 12°54'34" W	366.63'
C45	139°04'02"	39.98'	97.04'	S 89°27'26" W	74.91'
C46	82°37'25"	50.00'	72.10'	N 20°36'39" E	66.02'
C47	69°19'05"	18.00'	21.78'	N 14°16'54" E	20.47'
C48	95°21'23"	37.00'	61.58'	N 27°18'29" E	54.71'
C49	50°40'54"	124.55'	110.17'	N 48°25'49" E	106.61'
C50	83°41'32"	40.06'	58.51'	N 64°46'05" E	53.44'
C51	68°54'14"	538.50'	647.60'	N 51°57'57" E	609.27'
C52	8°20'17"	555.50'	80.84'	N 13°20'42" E	80.77'
C53	45°58'45"	538.25'	431.94'	N 87°15'28" W	420.44'
C54	12°46'47"	612.92'	136.71'	S 81°54'13" W	136.43'

BOUNDARY CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20°01'15"	607.50'	212.28'	N 79°45'44" E	211.20'
C2	45°58'40"	542.50'	435.34'	S 87°15'28" E	423.75'
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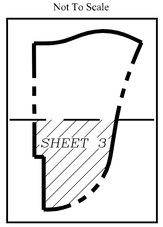
BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°40'35" W	79.00'
L2	N 89°46'18" E	103.32'
L3	N 69°45'08" E	100.00'
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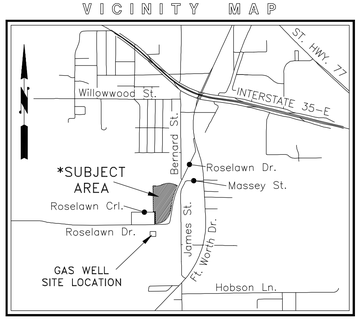
LEGEND

CIRS ○	PROPERTY CORNER
	BOUNDARY LINE
	ADJOINER BOUNDARY LINE
	EASEMENT LINE
	PRIVATE DETENTION EASEMENT LINE
	CENTERLINE OF ROAD
	CENTERLINE OF RAILROAD
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	ROSELAWN DRIVE RIGHT-OF-WAY
	SURVEY ABSTRACT LINE

KEY MAP
Not To Scale



VICINITY MAP



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FINAL PLAT

LOT 1, BLOCK A
ROSELAWN VILLAGE ADDITION

22.453 Acres
situated in the
Asa Hickman Survey, Abstract No. 521
City of Denton, Denton County, Texas

CITY OF DENTON
PROJECT No. FP25-0022

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Drawn by	Date	Scale	Job	Title	Sheet
Mark Shah	04/09/2025	1"=50'	2021-028	2021-028-FP.DWG	3 of 4

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, RAYZOR INVESTMENTS, LTD. Is the owner of that certain tract of land situated in the City of Denton, in the Asa Hickman Survey, Abstract No. 521 of Denton County, Texas and being a part of Section 11, Tract One and a part of Section 11, Tract Three as described in a Special Warranty Deed to Rayzor Investments, Ltd., dated December 4, 1985 and recorded in Volume 1796, Page 601, Deed Records, Denton County, Texas (D.R.D.C.T.) and the consolidation of said parcels being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod, topped with an orange plastic cap, stamped "G & A Consultants", found next to a fence corner post, on the current north right-of-way line of Roselawn Drive (60' wide public right-of-way at this point) for the most westerly northwest corner of that certain called 2.073 acre strip of land, described in "Exhibit A" of a Street Right-of-way Donation Deed to the City of Denton, recorded in Document No. 2008-78557, D.R.D.C.T. and said point being on the west line of the above described Section 11, Tract One and the east line of Roselawn Circle (an Easement & Right-of-way for Public Road and Street Purposes – 79' wide at this point) as described in Volume 387, Page 560, D.R.D.C.T.;

THENCE: North 00 deg. 06 min. 37 sec. West, departing from said Roselawn Drive, along the common line of said Section 11, Tract One and said Roselawn Circle and with an existing barbed wire fence, a distance of 452.00 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", found on the north side of a fence corner post for the southeast corner of the above described Section 11, Tract Three and the northeast corner of said Roselawn Circle;

THENCE: South 89 deg. 40 min. 35 sec. West, along the south line of said Section 11, Tract Three and the north line of said Roselawn Circle and with an existing barbed wire fence, a distance of 79.00 feet to a 5/8 inch iron rod, topped with a red plastic cap, stamped "KHA", found on the south side of a fence corner post for the southeast corner of Block C of Eagle Creek Phase 4, an addition to the City of Denton according to the plat thereof, recorded in Document No. 2022-399, Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE: North 00 deg. 12 min. 32 sec. West, departing from said Roselawn Circle, along the east line of said Block C and with an existing barbed wire fence, a distance of 969.20 feet to a point for corner (PFC) in the concrete base of a metal fence post that bears North 16 deg. 38 min. West – 0.35 feet for reference, said point being the southwest corner of Grackel Street (65' wide right-of-way) as dedicated by the Final Plat of Borman Elementary School, an addition to the City of Denton, according to the plat thereof recorded in Document No. 2025-131, P.R.D.C.T.;

THENCE: North 89 deg. 46 min. 18 sec. East, along the southerly right-of-way line of said Grackel Street, a distance of 103.32 feet to a 5/8 inch iron rod, topped with a red plastic cap, stamped "RPLS 1640" (hereinafter referred to as "RPLS 1640 cap"), found for corner at the beginning of a curve to the left, having a radius of 607.50 feet, a central angle of 20 deg. 01 min. 15 sec. and a chord that bears North 79 deg. 45 min. 44 sec. East – 211.20 feet;

THENCE: Continuing along the southerly right-of-way line of said Grackel Street and with said curve to the left, an arc distance of 212.28 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner at the end of said curve;

THENCE: North 69 deg. 45 min. 08 sec. East, along the southerly right-of-way line of said Grackel Street, a distance of 100.00 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner at the beginning of a curve to the right, having a radius of 542.50 feet, a central angle of 45 deg. 58 min. 40 sec. and a chord that bears South 87 deg. 15 min. 28 sec. East – 423.75 feet;

THENCE: Continuing along the southerly right-of-way line of said Grackel Street and with said curve to the right, an arc distance of 435.34 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner at the end of said curve;

THENCE: South 64 deg. 16 min. 07 sec. East, continuing along the southerly right-of-way line of said Grackel Street, a distance of 100.10 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner on the west right-of-way line of the above described Roselawn Drive, for the southeast corner of Grackel Street right-of-way and said point being in a non-tangent curve to the left, having a radius of 2,785.08 feet, a central angle of 15 deg. 54 min. 04 sec. and a chord that bears South 17 deg. 07 min. 09 sec. West – 770.45 feet;

THENCE: Along the west right-of-way line of Roselawn Drive, with an existing barbed wire fence and with said curve to the left, an arc distance of 772.93 feet to a 5/8 inch iron rod with RPLS 1640 cap, found for corner at the end of said curve;

THENCE: South 09 deg. 10 min. 33 sec. West, continuing along the west right-of-way line of Roselawn Drive and with said fence, a distance of 237.50 feet to a 1/2 inch iron rod, topped with an orange plastic cap, stamped "G & A Consultants", found for corner at the beginning of a curve to the right, having a radius of 545.00 feet, a central angle of 80 deg. 10 min. 04 sec. and a chord that bears South 49 deg. 13 min. 56 sec. West – 701.86 feet;

THENCE: Continuing along the northwesterly right-of-way of Roselawn Drive, with said fence and with said curve to the right, an arc distance of 762.56 feet to a 1/2 inch iron rod, topped with an orange plastic cap, stamped "G & A Consultants", found for corner at the end of said curve;

THENCE: South 89 deg. 17 min. 22 sec. West, continuing along the north right-of-way line of Roselawn Drive and with said fence a distance of 38.79 feet to the POINT OF BEGINNING and containing 978,068 square feet or 22.453 acres of land.

SURVEYOR'S CERTIFICATE

I, **Lawrence H. Ringley**, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this subdivision is true and correct; was prepared from an actual and accurate survey of the land, according to the standards of practice of the Texas Board of Professional Land Surveyors; and that all previously existing property monuments are sufficiently described on this document as found and all set monuments meets or exceeds the requirements of section 138.87, The State of Texas, Texas Engineering and Land Surveying Practice Acts and Rules concerning Practice and Licensure.

DATED this the_____day of _____, 2025.

_____
Lawrence H. Ringley
State of Texas, No. 4701

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **Lawrence H. Ringley**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND in COLLIN COUNTY, TEXAS, this the_____day of_____, 2025.

_____
Notary Public, State of Texas

DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THERE PRESENTS,

THAT, **RAYZOR INVESTMENTS, LTD.**, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **LOT 1, BLOCK A, OF ROSELAWN VILLAGE ADDITION**, an addition to the City of Denton, Denton County, Texas, and described in a Special Warranty Deed recorded in Volume 1796, Page 601, Deed Records of Denton County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, or other improvements shall be constructed or placed upon, over, or across the easements as shown. The City of Denton shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Denton shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND, THIS THE _____ DAY _____ , 2025.

RAYZOR INVESTMENTS, LTD.
A Texas limited partnership

By: _____
Philip A. Baker
Vice President

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **PHILIP BAKER**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND in DALLAS COUNTY, TEXAS, this the_____day of_____, 2025.

_____
Notary Public, State of Texas

CERTIFICATE OF APPROVAL

This is to certify that the Planning and Zoning Commission of the City of Denton, Texas has approved this plat and subdivision of ROSELAWN VILLAGE ADDITION in conformance with the laws of the State of Texas and the ordinances of the City of Denton as shown hereon and authorizes the recording of this plat this _____ day of _____, 2025.

_____ _____
Chair, Planning & Zoning Commission City Secretary

IMPORTANT NOTICE:

THE CITY OF DENTON HAS ADOPTED THE NATIONAL ELECTRICAL SAFETY CODE (THE "CODE"). THE CODE GENERALLY PROHIBITS STRUCTURES WITHIN 17.5 FEET ON EITHER SIDE OF THE CENTER LINE OF OVERHEAD DISTRIBUTION LINES AND WITHIN 37.5 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD TRANSMISSION LINES. IN SOME INSTANCES THE CODE REQUIRES GREATER CLEARANCES. BUILDING PERMITS WILL NOT BE ISSUED FOR STRUCTURES WITHIN THESE CLEARANCE AREAS. CONTACT THE BUILDING OFFICIAL WITH SPECIFIC QUESTIONS.

ENGINEER
CROSS ENGINEERING CONSULTANTS, INC.
Contact: Jonathan Hake, P.E.
1720 W. Virginia Street
McKinney, Texas 75069
972-562-4409
jhake@crossengineering.biz

SURVEYOR
RINGLEY & ASSOCIATES
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266
lhr@ringley.com

OWNER
RAYZOR INVESTMENTS, LTD.
Contact: Philip A. Baker
400 W. Oak, Suite 302
Denton, Texas 76201
940-387-8711
pabaker@rayzorco.com

FINAL PLAT

LOT 1, BLOCK A
NRP ROSELAWN ADDITION
22.453 Acres
situated in the
Asa Hickman Survey, Abstract No. 521
City of Denton, Denton County, Texas

CITY OF DENTON
PROJECT No. FP25-0022

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee – McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Hook	04/09/2025	N.T.S.	2021-028	2021-028-FP.DWG	4 of 4

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF DENTON, AS GRANTOR, AND DENTON HOUSING AUTHORITY, AS GRANTEE, REGARDING THE PLACEMENT OF PRIVATE WASTEWATER IMPROVEMENTS THAT ENCROACH INTO THE PUBLIC RIGHT-OF-WAY OF ROSELAWN DRIVE BEING IN THE A. HICKMAN SURVEY, ABSTRACT NO. 521, CITY OF DENTON, DENTON COUNTY, TEXAS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is the owner of the Roselawn Drive right-of-way, located in the City of Denton, Denton County, Texas; and

WHEREAS, Denton Housing Authority is in contract to purchase real property situated in the A. Hickman Survey, Abstract 521, as further described in Exhibit "A" attached hereto and incorporated herein by reference (the "Owner's Property"); and

WHEREAS, Denton Housing Authority desires to install a 4-inch wastewater force main pipeline ("Private Improvements") within the Roselawn Drive right-of-way. The location of such Private Improvements will be located within the Roselawn Drive right-of-way as shown and depicted within the Agreement attached hereto and made a part hereof by reference as Exhibit "B" (the "Encroachment Agreement"); and

WHEREAS, the City Council having considered the Private Improvements and the Encroachment Agreement and finding that they are in the public's health and safety interest, is of the opinion that it should approve the Encroachment Agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The Right-of-Way Agreement by and among the City of Denton, Texas, Rayzor Investments Ltd., and Denton Housing Authority, in substantially the form as attached hereto and made part of the ordinance for all purposes (the "Agreement"), is hereby approved.

SECTION 3. The City Manager or their designee is hereby authorized to execute the Agreement on behalf of the City.

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

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

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Exhibit "A"

Owner's Property

SITUATED in the City of Denton, in the Asa Hickman Survey, Abstract No. 521 of Denton County, Texas and being a part of Section 11, Tract One and a part of Section 11, Tract Three as described in a Special Warranty Deed to Rayzor Investments, Ltd., dated December 4, 1985 and recorded in Volume 1796, Page 601, Deed Records, Denton County, Texas (D.R.D.C.T.) and the consolidation of said parcels being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod, topped with an orange plastic cap, stamped "G & A Consultants", found next to a fence corner post, on the current north right-of-way line of Roselawn Drive (60' wide public right-of-way at this point) for the most westerly northwest corner of that certain called 2.073 acre strip of land, described in "Exhibit A" of a Street Right-of-way Donation Deed to the City of Denton, recorded in Document No. 2008-78557, D.R.D.C.T. and said point being on the west line of the above described Section 11, Tract One and the east line of Roselawn Circle (an Easement & Right-of-way for Public Road and Street Purposes – 79' wide at this point) as described in Volume 387, Page 560, D.R.D.C.T.;

THENCE: North 00 deg. 06 min. 37 sec. West, departing from said Roselawn Drive, along the common line of said Section 11, Tract One and said Roselawn Circle and with an existing barbed wire fence, a distance of 452.00 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set on the north side of a fence corner post for the southeast corner of the above described Section 11, Tract Three and the northeast corner of said Roselawn Circle;

THENCE: South 89 deg. 40 min. 35 sec. West, along the south line of said Section 11, Tract Three and the north line of said Roselawn Circle and with an existing barbed wire fence, a distance of 79.00 feet to a 5/8 inch iron rod, topped with a red plastic cap, stamped "KHA", found on the south side of a fence corner post for the southeast corner of Block C of Eagle Creek Phase 4, an addition to the City of Denton according to the plat thereof, recorded in Document No. 2022-399, Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE: North 00 deg. 12 min. 32 sec. West, departing from said Roselawn Circle, along the east line of said Block C and with an existing barbed wire fence, a distance of 969.20 feet to a point for corner in the concrete base of a metal fence post that bears North 16 deg. 38 min. West – 0.35 feet for reference, said point being the southwesterly corner of that certain called 2.8659 acre tract of land described in a deed to Denton Independent School District (D.I.S.D.) recorded in Document No. 2024-66402, D.R.D.C.T.;

THENCE: North 89 deg. 46 min. 18 sec. East, along the southerly line of said D.I.S.D. tract and the southerly right-of-way line of Grackel Street (a Proposed 65' wide right-of-way), a distance of 103.32 feet to a 5/8 inch iron rod, topped with a red plastic cap, stamped "RPLS 1640" (hereinafter referred to as "RPLS 1640 cap"), found for corner at the beginning of a curve to the left, having a radius of 607.50 feet, a central angle of 20 deg. 01 min. 09 sec. and a chord that bears North 79 deg. 45 min. 44 sec. East – 211.20 feet;

THENCE: Continuing along the common line of said D.I.S.D tract and said proposed Grackel Street and with said curve to the left, an arc distance of 212.25 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner at the end of said curve;

THENCE: North 69 deg. 45 min. 08 sec. East, continuing along said common line, a distance of 100.00 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner at the beginning of a curve to the right, having a radius of 542.50 feet, a central angle of 45 deg. 58 min. 45 sec. and a chord that bears South 87 deg. 15 min. 28 sec. East – 423.75 feet;

THENCE: Continuing along said common line and with said curve to the right, an arc distance of 435.35 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner at the end of said curve;

THENCE: South 64 deg. 16 min. 07 sec. East, continuing along said common line, a distance of 100.10 feet to a 5/8 inch iron rod with RPLS 1640 cap found for corner on the west right-of-way line of the above described Roselawn Drive, for the southeast corner of the above described 2.8659 acre D.I.S.D. tract and said point being in a non-tangent curve to the left, having a radius of 2,785.08 feet, a central angle of 15 deg. 54 min. 05 sec. and a chord that bears South 17 deg. 07 min. 09 sec. West – 770.45 feet;

THENCE: Along the west right-of-way line of Roselawn Drive, with an existing barbed wire fence and with said curve to the left, an arc distance of 772.95 feet to a 5/8 inch iron rod with RPLS 1640 cap, found for corner at the end of said curve;

THENCE: South 09 deg. 10 min. 33 sec. West, continuing along the west right-of-way line of Roselawn Drive and with said fence, a distance of 237.50 feet to a 1/2 inch iron rod, topped with an orange plastic cap, stamped “G & A Consultants”, found for corner at the beginning of a curve to the right, having a radius of 545.00 feet, a central angle of 80 deg. 10 min. 04 sec. and a chord that bears South 49 deg. 13 min. 56 sec. West - 701.86 feet;

THENCE: Continuing along the northwesterly right-of-way of Roselawn Drive, with said fence and with said curve to the right, an arc distance of 762.56 feet to a 1/2 inch iron rod, topped with an orange plastic cap, stamped “G & A Consultants”, found for corner at the end of said curve;

THENCE: South 89 deg. 17 min. 22 sec. West, continuing along the north right-of-way line of Roselawn Drive and with said fence a distance of 38.79 feet to the POINT OF BEGINNING and containing 978,068 square feet or 22.453 acres of land.

EXHIBIT B

RIGHT OF WAY LICENSE TO USE CERTAIN CITY PROPERTY FOR PLACEMENT OF PRIVATE WASTEWATER PIPELINES

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THAT the City of Denton, Texas, a home rule municipal corporation ("Licensor"), acting by and through its duly authorized City Manager pursuant to Denton Development Code Section 35.16.19.D.8.h., for the consideration set out below, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto, the Denton Housing Authority, a Texas municipal housing authority organized under the laws of the State of Texas ("Licensee"), its successors and assigns, the right to enter upon, construct, operate, maintain, repair, replace and expand wastewater pipeline(s) in certain parcels of land or easements owned by the City of Denton in Denton County, Texas, Licensee to cross roads, streets and easements under the jurisdiction of Licensor as described in attached Exhibit "A" attached hereto and incorporated herein by reference ("Licensed Premises"). Licensee shall provide "as built drawings" to the office of the City Engineer and to the Wastewater Director of the City of Denton upon construction pursuant to the terms and conditions of this agreement (the "License").

Section 1-Application.

The Licensee or its designee has submitted a complete application ("Application") for the license to the Development Review Committee of the City of Denton ("DRC"), a plan accurately showing the proposed location, course and alignment of the proposed pipeline(s); a written application, which application shows the time, manner, means and method of the proposed construction, the particular commodity proposed to be transported through the pipeline(s) and the maximum pressure and maximum temperature under which the same may be pumped or otherwise caused or permitted to flow through any and all of the particular portions of the pipeline(s). The application includes:

a. Maps or schematic drawings, in a format to be approved by DRC showing the route within the city of each pipeline including its location and elevation in every street (elevation need not be supplied for gathering systems, or if not economically feasible);

b. The diameter, normal operating pressure range and the maximum allowable operating pressure of each pipeline, other than a gathering system, within the city;

c. The materials transported by each pipeline within the city;

d. The location of shutoff valves for every segment of a pipeline in a street;

e. The business address and telephone number of the person responsible for the operation of each pipeline;

f. The business address and telephone number of the owner of each pipeline;

g. The telephone number of at least one emergency contact available on a 24-hour basis;

h. Certificates of insurance for the coverage's set forth in this License;

i. The name, address and telephone number of Licensee; and

j. Such other information as the Development Assistance Team shall reasonably request that relates to placement of the pipeline(s) in the streets and/or easements and as to appropriate compensation herein.

An application review fee of $1,000.00 has been or shall be paid by Licensee at the time the Application is submitted along with an application review fee of $500.00 per right of way crossing and $250 per easement crossing. Said plans shall consist not only of the plan and the matters described above but also of a suitable profile, accurately showing the location of all cutoff valves relative to the location of all streets or alleys across or along which the proposed pipeline(s) shall be laid. Two copies thereof along with two copies of the Application shall be presented to the office of the City Engineer and to the Wastewater Director of the City of Denton. No construction shall begin until such plans have been reviewed and approved by the office of the City Engineer and by the Wastewater Director of the City of Denton. The Application of Licensee is incorporated herein.

Section 2. Terms and conditions.

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows, to wit:

1. Term. This License shall expire and terminate ten (10) years after the date of execution of this License by Licensor, unless terminated earlier as provided hereafter.

2. Material transported. Licensee may operate the pipeline(s) authorized under this License solely for the purpose of transporting the wastewater material indicated in the Application or in accordance with any notice filed with the City Engineer and Wastewater Director pursuant to subsection 2(3), below. If Licensee changes the material transported in a pipeline, the Licensee shall notify the City Engineer and Wastewater Director in accordance with subsection 2(3), below.

3. **Updating information**. Licensee shall update permit application information within 30 days after changes occur. Licensee shall not transport in a pipeline any material other than materials set forth in its Application and prior notices, or operate any pipeline in excess of its maximum operating pressure or disable any shutoff valve, without notifying the City Engineer and Wastewater Director of such change ten days or more prior to such change. Upon request by the City Engineer and Wastewater Director, made no more frequently than annually, Licensee shall certify in writing to the City Engineer and Wastewater Director that Licensee's information filed with the City is true, correct and complete.

4. **As Built Drawings**. Licensee shall provide "as built drawings" to the office of the City Engineer and to the Wastewater Director of the City of Denton upon construction of the pipelines.

5. **Option to Terminate.** Licensee shall have the option to terminate this License at any time upon giving the Licensor written notice sixty (60) days in advance of such termination, and upon termination shall not be entitled to any reimbursements of the license fee from the City.

6. **Option to Terminate.** Licensor shall have the option to cancel and terminate this License for failure of Licensee to comply with any provisions or requirement contained in this License after sixty (60) days written notice to do so.

7. **Condition Upon Termination.** Upon termination of this License, Licensee shall abandon the Licensed Premises leaving all improvements on or to the Licensed Premises in a good and serviceable condition, or Licensee may remove the improvements upon written consent by the City.

9. City Inspection. The City retains the right to make visual, non-invasive inspections of the pipeline(s) and on request of the City from time to time, to require Licensee to provide available records and data in its possession or that it has a right to possess or inspect to demonstrate its current compliance with the terms of this License. Licensee shall pay to the Wastewater Director its customary fee for pipeline inspections.

10. Consideration. (a) In consideration of the execution of this License, Licensee shall pay a license fee in the amount of Forty Two Thousand Nine Hundred Twenty Dollars ($42,920) payable upon Licensee's execution of this License. Licensee shall obtain whatever rights and permission, other than the City of Denton, that may be necessary when Licensee encroaches on an easement in favor of parties other than Licensor. Licensee shall pay any and all amounts as may subsequently be set by ordinance as authorized in Section 2 (10)(b) below. The payment shall be made to Licensor at the office of the City Manager, City of Denton, 215 E. McKinney, Denton, Texas, 76201. The license fee payment shall be exclusive of and in addition to all general applicable permit fees and all municipal taxes of whatever nature, including but not limited to, ad valorem taxes and special taxes and assessments for

public improvements. The foregoing fees are stipulated to be commensurate with the city's expenses in administering, supervising, inspecting, and regulating pipelines in streets.

(b) The City does not waive by assessing the fees herein and expressly reserves its right to assess any other lawful fees or charges. Further, nothing contained in this License shall preclude the City from imposing other or additional fees or charges for the use or presence of pipelines in its streets if the City is required or allowed to assess such fees or charges pursuant to applicable federal, state or local law, now or hereafter existing, which authorizes the City to make a charge for the use of its streets in excess of the charges set forth in these Sections 2 (11) (a) and 2 (11) (b). Such other fees or charges, if assessed by the City, shall be in addition to and not in lieu of the charges set forth in these Section 2 (11) (a) and 2 (11) (b), to the extent allowed by law, but the remaining terms and provisions of this License shall remain in full force and effect, save and except of any conflict with the applicable law under which the other fees or charges are assessed.

11. **Option to Renew.** Licensee shall have the option of renewing and extending the term of this License for one additional term of ten (10) years, by payment of the license fee as prescribed in Section 2 (11), adjusted as provided herein, and giving notice of renewal in writing to the Licensor not less than ninety (90) days in advance of the date of termination of the initial (10) year term. The license fee or payment shall be adjusted by the Consumer Price Index (CPI) for the additional ten-year term or as may be set by the City Council of the City by Ordinance.

12. Construction Upon Execution. Subject to the terms hereof, Licensee or Licensee's Designee shall have the right to begin construction of wastewater pipeline(s) upon the execution of this License by all parties hereto. Licensee or Licensee's designee shall obtain all applicable City permits prior to construction activities of any kind from the City Engineer, who shall have the right to approve the plans and specifications for the crossing of the right of way or easement by construction activities. Licensee or Licensee's designee shall obtain a permit to operate the wastewater pipeline(s) from the Wastewater Director of the City of Denton prior to activating the wastewater pipeline(s). Except as may be permitted or authorized by the Licensor, no street or highway in the City of Denton shall be blocked or obstructed during construction or regular maintenance after construction. The placement of the wastewater pipeline(s) shall interfere as little as practicable with the use of the streets, sidewalks, alleys, easements or private property and shall be in accordance with the directives of the City Engineer of the City of Denton. Licensee or Licensee's designee shall bore under the Licensed Premises and shall not be permitted to open cut any of the Licensed Premises. If Licensee is found to be using the Licensed Premises for other purposes than those granted herein, or in a way not authorized herein, this License shall be null and void and Licensee shall have no further rights for Licensed Premises usage.

13. Insurance and Indemnity. Licensee shall provide or cause to be provided and shall require all contractors and subcontractors to provide the insurance described below upon execution of this License.

a. Commercial General Liability Insurance. This coverage must include premises/operations, blowout or explosion, products/completed operations, blanket contractual liability, underground property damage, broad form property damage, independent contractors and personal injury. This coverage should be a minimum Combined Single Limit of $1,000,000 per occurrence and $2,000,000 aggerate for Bodily Injury and Property Damage. The insurance shall also include coverage for Environment Impairment with minimum limits of liability of $5,000,000.00.

b. Automobile Liability Insurance.

(1) Minimum Combined Single Limit of $1,000,000 per occurrence for Bodily Injury and Property Damage; and

(2) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page which includes coverage for hired, leased and non-owned vehicles.

c. Worker's Compensation Insurance. In addition to the minimum statutory requirements:

(1) Employer's Liability limits of at least $100,000 for each accident, $100,000 for each employee, and a $500,000 policy limit for occupational disease; and

(2) The Licensee shall comply with the provisions of Section 406.096 of the Texas Labor Code and rule 28 TAC 110.110 of the Texas Worker's Compensation Commission.

d. Excess Liability Insurance. Excess Liability Insurance shall be provided with limits of not less than Five Million ($5,000,000.00) annual aggregate.

e. Indemnification. To the extent permissible by law, Licensee shall and hereby does indemnify, defend and hold harmless the Licensor, its officers, agents, elected officials and employees from and against all suits, damages, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of or related to the operations of the Licensee, its agents, employees, contractors or subcontractors; or on account of or related to any action or omission of Licensee, its agents, employees, contractors or subcontractors related to the rights granted herein, and/or the occupation of City owned property or property interests by Licensee, its

agents, employees, contractors or subcontractors, in connection with or related to the obligations or rights of the Licensee under this License; and shall pay any loss, damage, claim and any judgment, with costs, which may be incurred by, occasioned upon or be obtained against the Licensor, its officers, agents, elected officials and employees growing out of or related to such injury or damage, INCLUDING BUT NOT LIMITED TO, LIABILITY, CLAIMS AND DAMAGES ARISING FROM, RELATED TO OR CAUSED, IN WHOLE OR IN PART, THE NEGLIGENCE, OF ANY KIND, TYPE OR DEGREE, OF THE CITY OF DENTON, ITS OFFICERS, AGENTS, ELECTED OFFICIALS AND/OR EMPLOYEES. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE LICENSEE TO INDEMNIFY AND PROTECT THE CITY OF DENTON, TEXAS, ITS OFFICERS, AGENTS, ELECTED OFFICIALS AND EMPLOYEES FROM AND AGAINST ITS OWN NEGLIGENCE WHETHER THAT NEGLIGENCE IS THE SOLE OR THE CONTRIBUTING OR CONCURENT CAUSE OF THE RESULTANT INJURY, DEATH AND/OR DAMAGE.

f. General provisions

1) All policies shall be endorsed to read "THIS POLICY WILL NOT BE CANCELLED OR NON-RENEWED WITHOUT 30 DAYS ADVANCED WRITTEN NOTICE TO THE OWNER AND THE CITY EXCEPT WHEN THIS POLICY IS BEING CANCELLED FOR NONPAYMENT OF PREMIUM, IN WHICH CASE 10 DAYS ADVANCE WRITTEN NOTICE IS REQUIRED".

2) Commercial General Liability and Automobile Liability insurance shall be written by companies with A: VIII or better rating in accordance with the current AM Best Key Rating Guide.

3) Commercial General Liability, Automobile Liability, and Excess Liability insurance policies shall name as "Additional Insured" the Licensor and its officials, agents, employees, and volunteers.

4) Commercial General Liability, Automobile Liability, and Workers' Compensation insurance policies shall provide a waiver of subrogation in favor of the Licensor.

5) Certificates of insurance must reflect all coverages and endorsements required by this section.

6) Coverage shall be placed with insurance carriers licensed to do business in the State of Texas or with nonadmitted carriers that have a financial rating comparable to carriers licensed to do business in Texas approved by the City.

14. **License and Permit Bond.** Licensee shall provide or cause to be provided a license and permit bond, in the amount of two thousand dollars ($2,000.00) per street and/or easement crossing or incursion. In any event, the amount of the license and permit bond shall not exceed fifty thousand dollars $50,000. The license and permit bond shall be executed by a surety company authorized to do business in the State of Texas in accordance with Chapter 2253 of the Texas Government Code.

15. **Subordination.** This License is subordinate to the Licensor's interests in the Licensed Premises. Licensor reserves the right to use the Licensed Premises and the airspace above the Licensed Premises for any public purpose allowed by law and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by the Licensor on, across, along, under or over said Licensed Premises; and whenever by reason of said work in connection with said other purposes it shall be necessary by the City to alter, change, adapt, conform or relocate Licensee's pipeline(s) or other property in any part of the Licensed Premises occupied by the Licensee, such alterations or changes or relocations shall be made by the Licensee when ordered in writing by the Licensor pursuant to directions from the City Manager without any claim for reimbursement for the costs of the relocation or for damages against the City; provided, that Licensee shall at all times be entitled to receive from the appropriate governmental bodies, excluding the City, payment for alteration or relocation of its lines or facilities to which Licensee may be lawfully entitled under applicable federal or state laws with respect to relocation payments.

16. Conflicts. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this License, including, but not limited to any action pursuant the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et. seq.), the parties hereto agree to waive any and all rights to attorneys fees to which the prevailing party might otherwise be entitled.

17. Notice. Any notice or communication required in the administration of this License shall be sent by United States Mail, certified, return receipt requested, to the Licensor as follows:

City Manager of the City of Denton
215 E. McKinney
Denton, Texas 76201

Any notice or communication required in the administration of this License shall be sent to the Licensee as follows:

Licensee Name: Denton Housing Authority
Licensee Address: 1225 Wilson Street
Licensee City, Licensee State, Licensee Zip Code: Denton, TX 76205

Attention: Sherri McDade, Chief Executive Officer

Notice shall be deemed delivered and received three (3) days after mailing as provided herein.

18. **Police Powers.** Licensee is subject to all police powers of the City of Denton in the placement and maintenance of its wastewater pipeline(s), as well as all other ordinances as they currently exists and as may be amended in the future of the City of Denton. The City of Denton retains regulatory authority over all health, welfare and safety issues that may arise in regard to the transport of wastewater in the pipelines, except to the extent preempted by State or Federal law. Licensor shall have the right to inspect Licensee's safety reports and to require the inspection or review of its wastewater pipeline(s) by the Wastewater Director, or his designee or the City Engineer, or his designee, of the City of Denton. Licensee shall pay the City of Denton the cost of the inspection by the Wastewater Director, or his designee or the City Engineer, or his designee of the City of Denton.

19. Non-Transferable Without Consent. The rights granted by this License inure to the benefit of the Licensor. The rights shall not be assigned or transferred without the express written consent of the governing body of the City of Denton. City of Denton hereby acknowledges that certain Ground Lease by and between Licensee, as ground lessor, and Roselawn Village Ltd. ("Owner") as Tenant and that functions designated to Licensee herein may be delegated by the Licensee to Owner upon prior written notice of the specific function to be delegated. Any required consent is to be evidenced by ordinance or resolution of the City Council of the City of Denton.

20. **Transfer or Partial Assignment.** Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this License may sell, assign, partially assign or transfer its interest in this License, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other party. Notwithstanding the foregoing, the delegation or assignment by Licensee of rights, duties, or obligations, including but not limited to those rights specified in Sections 13 and 14 herein, to Owner shall not require the consent of Licensor upon prior written notice of the specific function to be delegated, transferred, or assigned. This allowance does not allow Licensee to assign or delegate rights, duties, or obligations to any entity other than Owner.

21. Waiver. No waiver or modification of this License or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this License, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, and duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

22. **Unenforceable Provisions.** In the event that any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the License shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this License.

23. **Entire Agreement.** This License and the exhibits attached hereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this License. No amendment, modification, cancellation or alteration of the terms of this License shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

24. **No Waiver for Failure to Enforce.** The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

25. Captions. The captions contained in this License are for informational purposes only and shall not in any way affect the substantive terms or conditions of this License.

26. **Laws of Texas.** This License shall be governed by and construed in accordance with the laws of the State of Texas. VENUE FOR ANY DISPUTE OR ACTION ARISING FROM OR RELATED TO THE PERFORMANCE OF THIS LICENSE SHALL SOLELY BE IN COURTS OF COMPETENT JURISDICTION IN DENTON COUNTY, TEXAS. All payments under this License shall take place in Denton County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this License in duplicate originals on this _____ day of _____ 2025.

LICENSOR
THE CITY OF DENTON, TEXAS

By _____
Sara Hensley, City Manager

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2025, Sara Hensley, City Manager, of the City of Denton, Texas on behalf of said City.

Given under my hand and seal of office this ____ day of _____2025.

_____
Notary Public

LICENSEE
DENTON HOUSING AUTHORITY

By_____

Name: Sherri McDade

Title: Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2025, by Sherri McDade, Chief Executive Officer of Denton Housing Authority, a Texas municipal housing authority, on behalf of said municipal housing authority.

Given under my hand and seal of office this ____ day of _____2025.

_____
Notary Public

_____
Notary Public, State of Texas
My Commission Expires:_____

EXHIBIT A

16' WIDE STREET
RIGHT-OF-WAY USE AGREEMENT
4,905 Sq. Ft./0.113 Acres
Asa Hickman Survey, Abstract No. 521
City of Denton, Denton County, Texas

BEING a 4,905 square foot strip of land situated in the Asa Hickman Survey, Abstract No. 521, City of Denton, Denton County, Texas and being a part of Roselawn Drive right-of-way (40' wide right-of-way at this point) as recorded in Document No. 2008-78557, Deed Records, Denton County, Texas (D.R.D.C.T.) and also being part of Bernard Street (50' wide right-of-way) and said strip of land being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a red plastic cap, stamped "RPLS 1640" found at the southeast corner of Lot 1, Block A of Borman Elementary School, an addition to the City of Denton, according to the Final Plat thereof, recorded in Document No. 2025-131, Plat Records, Denton County, Texas (P.R.D.C.T.) and said point also being at the intersection of the west right-of-way line of Roselawn Drive (60' wide public right-of-way at this point) and the south right-of-way line of Grackel Street (65' wide right-of-way) as dedicated by the above described Borman Elementary School plat and said point being in a non-tangent curve to the right, having a radius of 2,785.08 feet, a central angle of 03 deg. 37 min. 06 sec. and a chord that bears North 26 deg. 52 min. 44 sec. East – 175.86 feet;

THENCE: Crossing said Grackel Street, along the west right-of-way line of said Roselawn Drive, the southeasterly line of the above described Lot 1, Block A and with said curve to the right, an arc distance of 175.89 feet to a point for an angle corner;

THENCE: North 63 deg. 50 min. 20 sec. East, departing from said Lot 1, Block A, over & across said Roselawn Drive, a distance of 29.54 feet to a point on the north right-of-way line of said Roselawn Drive, for the southeast corner of Lot 2, Block A of said Borman Elementary School addition and same being the southwest corner of the right-of-way of the above described Bernard Street;

THENCE: North 14 deg. 20 min. 25 sec. East, along the common line of said Lot 2, Block A and said Bernard Street, a distance of 51.66 feet to a power pole for an angle corner;

THENCE: South 83 deg. 47 min. 19 sec. East, departing from said common line, over & across said Bernard Street, a distance of 39.83 feet to a point for corner;

THENCE: South 07 deg. 35 min. 20 sec. West, continuing across said Bernard Street, a distance of 16.00 feet to a point for corner;

THENCE: North 83 deg. 47 min. 19 sec. West, continuing across said Bernard Street, a distance of 25.57 feet to a point for corner;

THENCE: South 14 deg. 20 min. 25 sec. West, continuing across said Bernard Street, at a distance of 33.80 feet, passing the south line of said Bernard Street right-of-way and the north line of said Roselawn Drive right-of-way and continuing across said Roselawn Drive for a total distance of 45.16 feet to a point for corner;

THENCE: South 63 deg. 50 min. 20 sec. West, continuing across said Roselawn Drive, a distance of 31.84 feet to a point for corner at the beginning of a non-tangent curve to the left, having a radius of 2,769.08 feet, a central angle of 03 deg. 49 min. 19 sec. and a chord that bears South 26 deg. 40 min. 21 sec. West – 184.68 feet;

THENCE: Continuing across said Roselawn Drive and with said curve to the left, an arc distance of 184.71 feet to a point for corner at the end of said curve;

THENCE: North 65 deg. 18 min. 46 sec. West, continuing across said Roselawn Drive, a distance of 16.00 feet to a point for corner on the west line of said Roselawn Drive and the east line of that certain tract of land described as part of Section 11, Tract One in a Special Warranty Deed to Rayzor Investments, Ltd., recorded in Volume 1796, Page 601, D.R.D.C.T;

THENCE: North 19 deg. 40 min. 35 sec. West, departing from said Roselawn Drive, over & across said Rayzor Investments tract, a distance of 21.36 feet to a point for corner on the southerly right-of-way line of the above described Grackel Street;

THENCE: South 64 deg. 16 min. 07 sec. East, along the southerly right-of-way line of said Grackel Street, a distance of 15.00 feet to the **POINT OF BEGINNING and containing 4,905 square feet or 0.113 acres of land.**

Note:

The Bearings shown hereon are Geodetic and were derived from GPS observations and measurements from The City of Denton Control Monuments #163 and #174 and are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD-83 projection.

A Survey Plat of equal date accompanies this metes & bounds description.

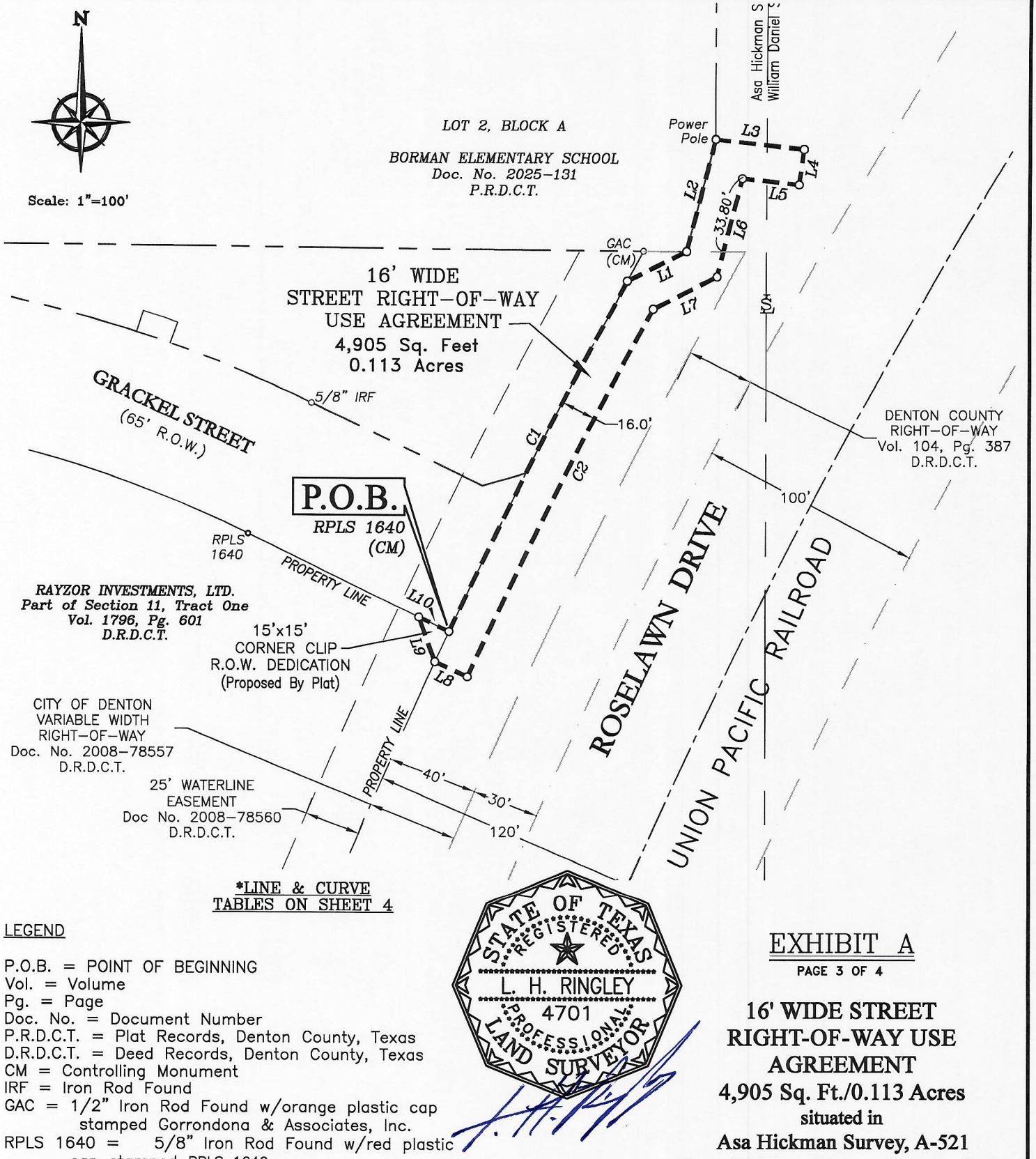
Prepared Under My Hand & Seal,
This 14th Day of June, 2025.

Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701



Prepared By:

RINGLEY & ASSOCIATES, INC.
Texas Firm Registration No. 10061300
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266



*LINE & CURVE TABLES ON SHEET 4

LEGEND

P.O.B. = POINT OF BEGINNING
Vol. = Volume
Pg. = Page
Doc. No. = Document Number
P.R.D.C.T. = Plat Records, Denton County, Texas
D.R.D.C.T. = Deed Records, Denton County, Texas
CM = Controlling Monument
IRF = Iron Rod Found
GAC = 1/2" Iron Rod Found w/orange plastic cap stamped Gorrondona & Associates, Inc.
RPLS 1640 = 5/8" Iron Rod Found w/red plastic cap stamped RPLS 1640

STATE OF TEXAS
REGISTERED
L. H. RINGLEY
4701
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A
PAGE 3 OF 4

16' WIDE STREET RIGHT-OF-WAY USE AGREEMENT

4,905 Sq. Ft./0.113 Acres
situated in
Asa Hickman Survey, A-521
City of Denton, Denton County, Texas

REFERENCE BEARING

The Bearings shown hereon are Geodetic and were derived from GPS observations and measurements from The City of Denton Control Monuments #163 and #174 and are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD-83 projection.

A metes & bounds description of equal date accompanies this Easement Exhibit.

RINGLEY & ASSOCIATES, INC.
SURVEYING · MAPPING · PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee – McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale
Mark Staab	06/14/2025	1" = 100'

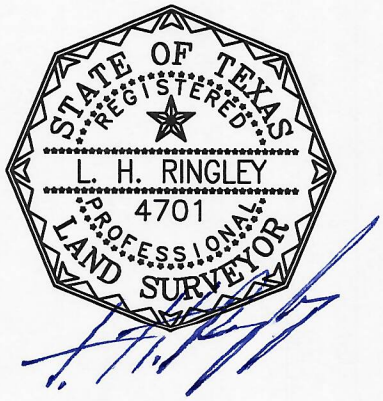
Job	Title	Sheet
2023-035	2023-035-EX-DET.DWG	3 of 4

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3°37'06"	2,785.08'	175.89'	N 26°52'44" E	175.86'
C2	3°49'19"	2,769.08'	184.71'	S 26°40'21" W	184.68'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 63°50'20" E	29.54'
L2	N 14°20'25" E	52.62'
L3	S 83°47'19" E	39.83'
L4	S 07°35'20" W	16.00'
L5	N 83°47'19" W	25.57'
L6	S 14°20'25" W	45.16'
L7	S 63°50'20" W	31.84'
L8	N 65°18'46" W	16.00'
L9	N 19°40'35" W	21.36'
L10	S 64°16'07" E	15.00'



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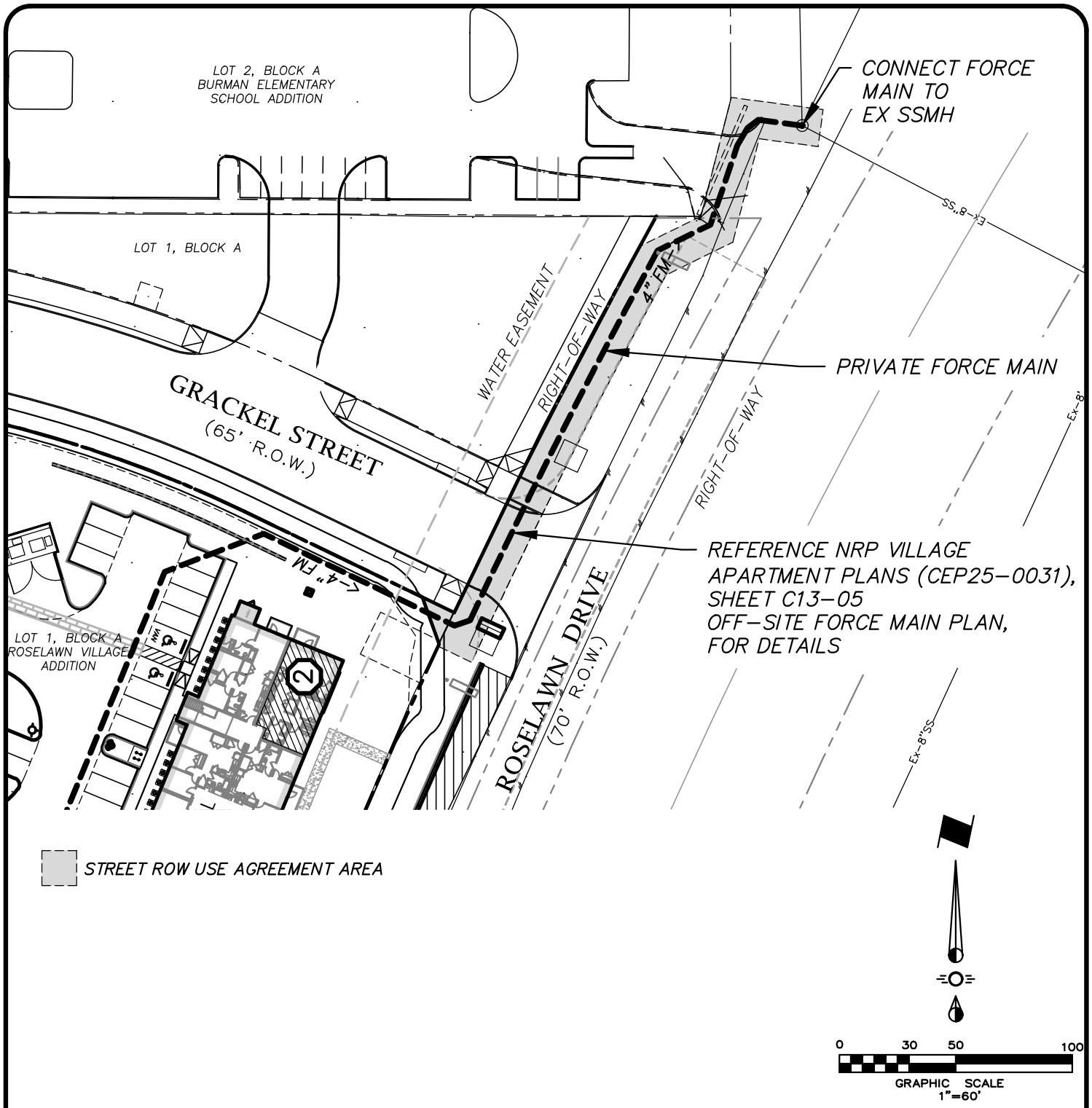
EXHIBIT A

PAGE 4 OF 4

16' WIDE STREET RIGHT-OF-WAY USE AGREEMENT
4,905 Sq. Ft./0.113 Acres
situated in
Asa Hickman Survey, A-521
City of Denton, Denton County, Texas

RINGLEY & ASSOCIATES, INC.
SURVEYING · MAPPING · PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee – McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale
Mark Staab	06/14/2025	1" = 100'
Job	**Title**	**Sheet**
2023–035	2023–035–EX–DET.DWG	4 of 4



ROW AGREEMENT EXHIBIT

ROSELAWN VILLAGE DENTON

NRP VILLAGE APARTMENTS ADDITION
LOT 1, BLOCK A

JUNE 17, 2025

CROSS
ENGINEERING CONSULTANTS
1720 W. Virginia Street • McKinney, Texas 75069
972.562.4409 • Texas P.E. Firm No. F-5935

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

ACM: **Christine Taylor**

DATE: **October 21, 2025**

SUBJECT

Consider approval of a resolution of the City of Denton nominating United States Cold Storage, LP, to the Office of the Governor Economic Development and Tourism through the Economic Development Bank as an Enterprise Project; and providing an effective date. The Economic Development Partnership Board recommends approval (7-0).

BACKGROUND

Texas Enterprise Zone Program

The Texas Enterprise Zone Program is a State of Texas economic development tool to promote job creation and capital investment in economically distressed areas of the state. Successful applicants are eligible to apply for state sales and use tax refunds on qualified expenditures, based on their capital investment and number of jobs created/retained. The possible value a project could receive is determined by multiplying the maximum number of jobs allocated by the maximum potential refund in the level of capital investment category.

Level of Capital Investment	Maximum Number of Jobs Allocated	Maximum Potential Refund	Maximum Refund Per Job Allocated
Half Enterprise Project $40,000 to $5,000,000 or more	250	$625,000	$2,500
Enterprise Project $5,000,000 to $149,999,999	500	$1,250,000	$2,500
Double Jumbo Project $150,000,000 to $249,999,999	500*	$2,500,000	$5,000
Triple Jumbo Project $250,000,000 or more	500*	$3,750,000	$7,500

**Double and Triple Jumbo Projects may not count retained jobs for benefit.*
A Double Jumbo and Triple Jumbo Project must create at least 500 jobs.

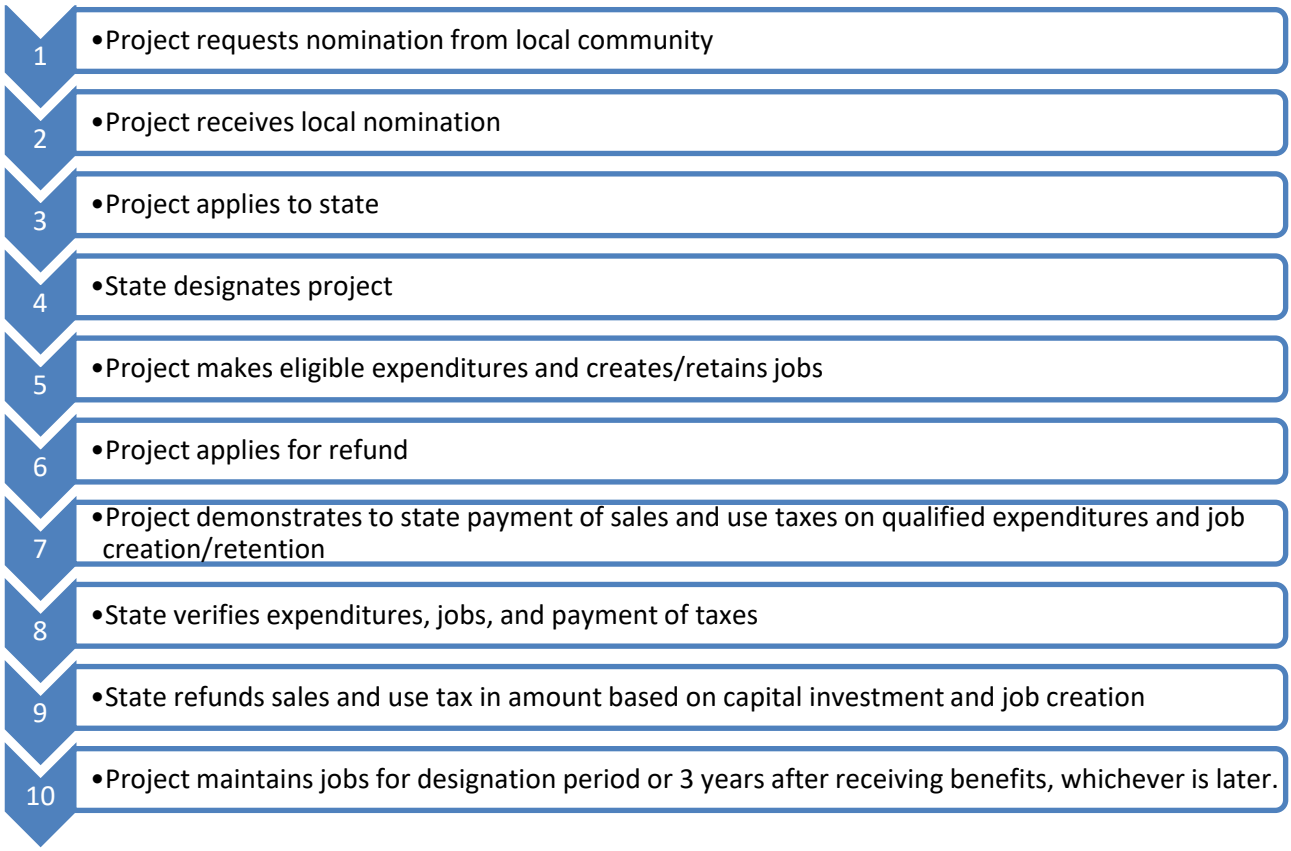
To apply for the TEZ program, a project must first seek a nomination from a local community. Communities have a limited number of project designations (Denton has 6) and the state has a maximum number of designations that can be awarded per biennium (105). If approved, this would be the first project of the biennium for Denton. Applicants must also receive local incentives to be eligible.

A project can be located either inside or outside of a designated Enterprise Zone. For projects within an Enterprise Zone, the company must commit that 25% of new/retained employees will meet economically disadvantaged criteria, or be residents of an enterprise zone, or are veterans. For projects outside of an Enterprise Zone, the company must commit that 35% of new/retained employees will meet economically disadvantaged criteria, or be residents of an enterprise zone, or are veterans.

Key aspects of the Texas Enterprise Zone (TEZ) Program are:

- The local city or county must nominate the qualified company as an Enterprise Project and must offer one or more forms of local tax incentive to the company.
- Projects may be physically located in or outside of an Enterprise Zone. The location determines the percent of new employees that must meet economically disadvantaged or Enterprise Zone residence requirements.
- The Enterprise Project must be nominated for a designation period of not less than one year and up to five years, non-inclusive of a 90-day window prior to the application deadline. Employment and capital investment commitments must be incurred and met within this timeframe.
- Applications are scored on criteria that reflect the distress of the area, state priority, and local and private effort.

A simplified graphic of the TEZ process is included below.



Proposed Nomination: United States Cold Storage, LP
United States Cold Storage, LP is an existing Denton business, which provides its clients with refrigerated and frozen food warehousing and transportation with 37 facilities in 13 states. The project serves clients such as Kraft, Butterball, Jardine Foods, Bar S Foods, and many others. The company has four existing facilities in Dallas, Fort Worth, and Arlington. The company, which has been operating for 126 years, started as American Ice Company in 1899, it was renamed in 1920 and became a wholly owned subsidiary of John Swire & Sons in 1982.

US Cold Storage, LP currently maintains a cold storage facility located at 3255 Jim Christal Road in Denton and is a leader in temperature-controlled storage and transportation logistics for many of the country's largest food providers. The company currently employs 148 with an average salary of $53,053.

About the Project
The Denton facility has been identified as a potential location for expansion due to the City's demonstrated commitment to supporting the company's growth and success at this location, but the facility is in competition for capital with several other locations in Texas.

US Cold Storage, LP plans on adding on a second phase to its existing refrigerated warehouse facility and estimate that their investment in new building, machinery, and equipment will create approximately $35 million in new ad valorem value in Denton. The project involves plans to create 172 full-time jobs with a weighted average salary of $57,583 over the next five years under the Enterprise Zone Program. If designated as an Enterprise Project by the State of Texas, US Cold Storage commits to hiring thirty-five percent (25%) economically disadvantaged persons, enterprise zone residents or veterans, for its new or replacement personnel for certified jobs, during its Enterprise Project designation. US Cold Storage may qualify for up to $800,000 under the program (Enterprise project: 320 jobs x $2,500 = $800,000 maximum potential refund).

The benefits of nominating US Cold Storage to the TEZ program:

- To US Cold Storage:
  - Company can apply to receive a state sales and use tax refund
- To Denton:
  - 25% of new jobs created or existing positions that turn over will be filled by people who are either economically disadvantaged, are residents of an enterprise zone within the City's jurisdiction, or are veterans.
  - This nomination has no fiscal impact to City.

FISCAL INFORMATION
Nominating US Cold Storage as an Enterprise Project has no fiscal impact to the City.

RECOMMENDATION
Staff recommends that the Denton City Council approve a resolution nominating United States Cold Storage, LP, to the Office of the Governor Economic Development and Tourism through the Economic Development Bank as an Enterprise Project.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
The Economic Development Partnership Board recommended approval at the meeting on September 10, 2025.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Exhibit 3 – TEZ Program Overview

Respectfully submitted:
Erica Sullivan
Economic Development Program Administrator

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY OF DENTON NOMINATING UNITED STATES COLD STORAGE, LP, TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") has previously passed Ordinance No. 2016-213, electing to participate in the Texas Enterprise Zone Program ("Program") authorized by Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code ("Act"), and the local economic development incentives available in the City are the same on this date as those outlined in Ordinance 2016-213; and

WHEREAS, the City amended Ordinance No. 2016-213 to revise the City's liaison for communications and to clarify the list of possible incentives that the City may offer through Ordinance 18-1366; and

WHEREAS, the local economic development incentives offered under this resolution and available in the City are the same on this date as those outlined in Ordinance 2016-213, as amended by Ordinance 18-1366; and

WHEREAS, the Governor's Office of Economic Development and Tourism ("EDT") through the Economic Development Bank ("EDB") will consider the project proposed by United States Cold Storage, LP ("United States Cold Storage") as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the City and to provide employment to residents in such areas and to other economically disadvantaged individuals; and

WHEREAS, pursuant to the Act, United States Cold Storage has applied to the City for designation of an expansion project located at 3255 Jim Chrystal Road, Denton, Texas 76207 (the "Project"), as an enterprise project; and

WHEREAS, the City finds that the Project meets the criteria for designation as an enterprise project as required by the Act based on the following factors:

1. United States Cold Storage is a "qualified business" under Section 2303.402 of the Act because it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located inside of an enterprise zone and at least twenty-five percent (25.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and

2. The Project is located in an area designated as an enterprise zone under the Act; and

3. There has been and will continue to be a high level of cooperation between the public, private, and neighborhood entities in the area; and

4. The designation of the Project as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City Council finds that United States Cold Storage meets the eligibility criteria for tax relief and other incentives adopted by the City and described in Ordinance No. 2016-213, as amended by Ordinance No. 18-1366, and nominates the Project for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City Council finds that it is in the best interest of the City to nominate United States Cold Storage for an enterprise project pursuant to the Act; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The above recitals are found to be true and are incorporated in the body of this Resolution as if fully set out below.

SECTION 2. The City Council nominates United States Cold Storage, to the EDT, through the EDB, as an enterprise project that shall take effect on the date of designation of the enterprise project by the EDT and terminate five (5) years after the date of designation.

SECTION 3. United States Cold Storage is a "qualified business", as defined in Section 2303.402 of the Act, and the Project meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

SECTION 4. This resolution shall become effective immediately upon its passage and approval.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____

Brandon Chase McGee, At Large Place 5: _____ _____ _____ _____

Jill Jester, At Large Place 6: _____ _____ _____ _____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____ Scott Bray
Deputy City Attorney

TEXAS ENTERPRISE ZONE PROGRAM

Economic Development & Tourism | Office of Texas Governor Greg Abbott

Program Objective

The Texas Enterprise Zone program is an economic development tool for local communities to partner with the State of Texas to encourage job creation and capital investment in economically distressed areas of the state.

Participation

For a business to receive state tax incentives under the Texas Enterprise Zone Program, the local community must nominate it for enterprise project designation. Each local community has a limited number of projects allocated and the state has a maximum number of 105 that can be awarded per biennium. Applications are accepted quarterly with the deadlines on the first working day of March, June, September, and December. Applications received after 5:00 p.m. for each quarterly application deadline date will not be considered for that current round.

FY 20-21 Biennium Project Deadlines

Quarterly Deadline	90-Day Window	Expiration Date	Job Certification
9/1/2021	4/26/2021	9/1/2026	3/1/2028
12/1/2021	7/21/2021	12/12026	6/1/2028
3/1/2022	10/18/2021	3/1/2027	9/1/2028
6/1/2022	1/24/2022	6/1/2027	12/1/2028
9/1/2022	4/26/2022	9/1/2027	3/1/2029
12/1/2022	7/22/2022	12/1/2027	6/1/2029
3/1/2023	10/14/2022	3/1/2028	9/3/2029
6/1/2023	1/24/2023	6/1/2028	12/3/2029

Participation Requirements

- Enterprise project designation is up to a five year period, in addition to a 90-day window prior to the quarterly deadline application/designation date as outlined above. Employment and capital investment commitments must be incurred and met within the 90-day window through the designation expiration date.
- Projects may be physically located inside or outside of an Enterprise Zone.
- If located within a zone, the company commits that 25% of their new employees will meet economically disadvantaged, enterprise zone residency, or veteran requirements.
- If located outside of a zone, the company commits that 35% of their new employees will meet economically disadvantaged, enterprise zone residency, or veteran requirements.
- Jobs must provide employment of at least 1,820 hours during a 12-month period.
- Jobs must exist through the end of the designation period, or at least three years after the date on which a state benefit is received, whichever is later.

Benefits to participation

Designated projects are eligible to apply for state sales and use tax refund on taxable items. The level and amount of refund is related to the capital investment and jobs created and/or retained at the qualified business site.

Level of Capital Investment	Maximum number of jobs allocated	Maximum potential refund	Maximum refund per job allocated
Half Enterprise Project			
$40,000 to $399,999	10	$25,000	$2,500
$400,000 to $999,999	25	$62,500	$2,500
$1,000,000 to $4,999,999	125	$312,500	$2,500
$5,000,000 or more	250	$625,000	$2,500
Enterprise Project			
$5,000,000 or more	500	$1,250,000	$2,500
Double Jumbo Project			
$150,000,000 to $249,999,999	500	$2,500,000	$5,000
Triple Jumbo Project			
$250,000,000 or more	500	$3,750,000	$7,500

Double and Triple Jumbo Projects may not have retained jobs for benefit. A triple jumbo enterprise project must create at least 500 jobs.

Capital investment is money paid to purchase capital assets or fixed assets including but not limited to land, buildings, labor used to construct or renovate a capital asset, furniture, manufacturing machinery, computers and software, or other machinery and equipment. Property that is leased under a capitalized lease is considered a qualified capital investment but property that is leased under an operating lease is not considered a qualified capital investment.

NOTE: if using a contractor to construct the facility, a "separated contract" (a contract in which the agreed contract price is divided into separately states prices for materials and labor) must be executed. If a "lump sum" contract is executed, a claim for refund of taxes invoiced to, and paid by a third party, will not qualify for a refund under this Program. Please call the Comptroller of Public Accounts' Office at 1-800-531-5441 ext. 51083 if you have any questions regarding this issue.

Local communities may offer benefits to participants under the enterprise zone program as well. These may include tax abatement, tax increment financing, one-stop permitting and others.

Enterprise Zone

An enterprise zone is a census tract block group that has 20% or more poverty rate based upon the most recent decennial census federal poverty level information, a distressed county, a federally designated zone or renewal community.

Fee

There is a non-refundable application fee for consideration of an enterprise project designation. Enterprise projects will be assessed 3% on the amount of any refund benefit received under the state enterprise zone program.

Contact Information

For additional information on the Texas Enterprise Zone Program call (512) 936-0100.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

ACM: **Christine Taylor**

DATE: **October 21, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton approving an agreement between The City of Denton and Hickory & Rail Ventures, LLC, regarding an Economic Development Program for Stoke Denton, in the amount of $158,170; and providing an effective date.

BACKGROUND

The City seeks to support, encourage, and promote the public purpose of driving new business creation and job growth by fostering a sustainable startup community for entrepreneurs primarily in early-stage tech and tech-enabled businesses.

Since December 2017, Stoke Denton has been managed and operated by Hickory and Rail Ventures LLC (HRV), with the company responsible for all operations, programs, member management, marketing, events, and staffing. The City of Denton provided the rented space, furniture, fixtures, and equipment until the lease ended on June 30, 2021. City staff engaged in discussions with HRV representatives about the long-term future of Stoke Denton, leading HRV to submit a proposal for continued support through a program agreement in late 2020.

In 2025, H&RV renewed lease on Suite 128 with expansion into an additional 2,725 square feet, and added eight private offices, two unisex restrooms, and a large multiuse community room

The proposed agreement includes a one-year term to continue the partnership with HRV to provide support to the entrepreneurs, startups, and freelancers in the community. The partnership provides a solid platform for the city to support entrepreneurs, remote workers, small businesses, and startup companies while helping to build businesses, create jobs, and strengthen the culture and economy of the City of Denton.

RECOMMENDATION

Staff recommends approval of the agreement.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

October 13, 2020 – Staff presented the program proposal to the City Council and received direction to move forward with drafting a program agreement.

November 11, 2021 – Economic Development Partnership Board (EDPB), staff presented the program

proposal to the EDPB and received direction to move forward with drafting a program agreement.

April 20, 2021 – The City Council approved adoption of an ordinance approving an agreement between the City of Denton and Hickory & Rail Ventures, LLC, regarding an economic development program for Stoke Denton, providing an effective date.

April 13, 2022 – The Economic Development Partnership Board (EDPB), staff presented the program proposal and updated agreement and the EDPB recommended the City Council approve the one-year renewal of the contract between the City of Denton and Hickory and Rail Ventures, LLC.

May 3, 2022 - The City Council approved adoption of an ordinance approving an agreement between the City of Denton and Hickory & Rail Ventures, LLC, regarding an economic development program for Stoke Denton, providing an effective date.

June 14, 2023 - Economic Development Partnership Board (EDPB), staff presented the program proposal and updated agreement, the EDPB recommended the City Council approve the 15-month renewal of the contract between the City of Denton and Hickory and Rail Ventures, LLC. This agreement was a 15-month contract to align with the City's fiscal year.

June 27, 2023 – The City Council approved the adoption of an ordinance approving an agreement between the City of Denton and Hickory & Rail Ventures, LLC regarding an economic development program for Stoke Denton, providing an effective date.

September 11, 2024 – The Economic Development Partnership Board recommended approval the adoption of an ordinance approving an agreement between the City of Denton and Hickory & Rail Ventures, LLC regarding an economic development program for Stoke Denton, providing an effective date.

October 15, 2024 – The City Council approved the adoption of an ordinance approving an agreement between the City of Denton and Hickory & Rail Ventures, LLC regarding an economic development program for Stoke Denton, providing an effective date.

October 8, 2025 – The Economic Development Partnership Board recommended approval of the adoption of an ordinance approving an agreement between the City of Denton and Hickory & Rail Ventures, LLC regarding an economic development program for Stoke Denton, providing an effective date. The board recommended approval on the contingency that new performance metrics are added for consideration to next year's agreement.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Stoke Proposal
Exhibit 3 – Ordinance & Agreement
Exhibit 4 – FY24-25 Stoke Work Plan
Exhibit 5 – Presentation

Respectfully Submitted,
Brittany Sotelo
Director of Economic Development

“Stoke is the heartbeat of Denton’s startup scene, providing a hub for entrepreneurs near downtown amenities. Embracing and strengthening these anchor institutions will not only attract growth but also ensure that the creative elements at the heart of Denton’s culture will continue to thrive.” - TIP Strategies from Economic Development Strategic Plan

“I find so much value by officing at Stoke. Not only do I get instant access to a community of professionals and entrepreneurs, it allows me to access ideal space for my business without having to manage an office. I am able to have resources that can grow along with my business.“ - Member survey response - January 2024

Proposal

Hickory & Rail Ventures LLC proposes a continuation of our partnership with the City of Denton in which H&RV operates Stoke Coworking to provide support to the entrepreneurs, startups, and freelancers in our community. The partnership provides a solid platform for the city to support entrepreneurs, remote workers, small businesses, and startup companies while helping to build businesses, create jobs, and strengthen the culture and economy of the City of Denton.

Our track record over the last eight years demonstrates our ability to successfully build the entrepreneurial ecosystem of Denton through our programs, events, partnerships, and marketing efforts. Through our partnership H&RV can help the City of Denton meet the goals by executing the strategies and actions laid out in the Economic Development Strategic Plan adopted by Denton City Council in 2021.

Our proposal is for the City to renew our public/private partnership with H&RV in which the City commits to continue its support for Stoke (October 1, 2025 - September 30, 2026). We are requesting $158,172.00 to support our programming and help the City of Denton meet its Economic Development goals. During that time frame, Stoke will generate a minimum of $300,000 from membership dues and space rentals.

H&RV would continue to report to the city on similar deliverables and metrics that we have been since December 2017, and H&RV management will provide an annual report and be available to present to EDPB and City Council on an annual basis or as requested.

Programming Support

DESCRIPTION	AMOUNT	NOTES
Events	$57,505.00	Allows H&RV produce our existing annual events such as: ● **FlintConf** ○ Annual conference for entrepreneurs, startups, and creatives. ○ Includes the kickoff event First Strike that we host the evening before the conference. ● **Spark Creative Mixers** ○ Quarterly networking and education event for creative entrepreneurs to connect and learn. ● **Global Entrepreneurship Week** ○ Host a series of events to celebrate and support entrepreneurship held during Global Entrepreneurship Week.. ○ Support efforts towards GEW North Texas for increased regional awareness.
Programs + Curriculium	$49,845.00	Supports H&RV to maintain current programming efforts and support the ideation and development of other educational programming, mentorship, and curriculum that are targeted at serving current or aspiring technologists, women, and minority entrepreneurs. Current offerings include: ● **Coffee + Convos** ○ Monthly small group mentorship with local subject matter experts and veteran entrepreneurs ● **Denton Pitch Competition** ○ Promote and vet applications, select 15-20 entrepreneurs to provide business and pitch coaching to, and then determine the 10 finalists that will pitch in front of the panel of judges
Marketing + Content	$19,960.00	Funds would help H&RV create valuable content that works to raise awareness around the entrepreneurship community and the positive

		impact it has on the economy and culture of Denton. Content created would include: ● Graphics ● Video Content ● Blog posts ● Press releases ● Digital downloads + print resources
Ecosystem	$30,860.00	Funds support our efforts to participate in partner events and initiatives throughout the region with DISD, DMSA, Chamber of Commerce, Greater Denton Arts Council, etc. Our relationships and collaborations with regional and statewide organizations such as TWU CWE, UNT, Her Texas, GEW NTX, and others are supported by this funding. Additionally, the funds aid in our continued efforts to develop and convene the entrepreneur ecosystem through: ● Stoke member events ● Member directory ● Entrepreneurial ecosystem map and that includes resources and companies in our local ecosystem
Total	**$158,170.00**	

Economic Development Strategic Plan Goals

Through the public/private partnership with the City of Denton, H&RV can provide support and alleviate the time and energy required by city staff in pursuit of the goals laid out in the new Economic Development Comprehensive Strategic Plan. Stoke programs, established partnerships, and community-building efforts put us in a position to be highly impactful in meeting these goals, specifically around the Strategic Growth Area of Creative Denton. *See attachment for goals and related work items completed*.

What success looks like

If we are able to accomplish the items listed above, we would be able to see success through

- A more diverse group of members and mentors at Stoke and more job and business creation in tech and creative industries.
- Increased regional awareness around the startup and entrepreneurial ecosystem in Denton.

- Increased support, resources, and connectivity for female and minority entrepreneurs.
- Video, audio, and written content that can be used to market Denton's creative and tech entrepreneurs that help tell the story of Denton.
- Growing engagement and followers on all social platforms and newsletters, further establishing Stoke as an expert resource for entrepreneurs.
- More connectedness between anchor institutions throughout the entrepreneurial and innovation ecosystem in Denton.
- Increased awareness locally about the individuals and businesses that are making Denton a creative and unique community.
- A growing and more connected network of entrepreneurs, investors, mentors, and students.

What we have done

Hickory & Rail Ventures LLC has been managing Stoke Coworking since December 2018. Since then, we have helped educate, inspire, and empower entrepreneurs in Denton while providing a professional, collaborative, and engaging place for startups, freelancers, and remote workers to work.

We took over the lease on the 9,216 sq ft space in 2021 and negotiated with the building owner to build 12 private offices to accommodate more entrepreneurs. The additional offices made it possible for us to stay in our location and increase our membership numbers and revenue. Currently we have 20 private offices, 30 dedicated desks, and over 25 hot seats in our coworking space.

We recently signed a new 5 ½ year lease that includes an expansion into the suite next door. This 2,725 sq ft space includes 8 additional offices, two gender neutral restrooms, an improved mail center and copy room, and a multi-purpose Community Room that will allow us to grow our program capacity. The Community Room will be able to easily accommodate 25-30 people for workshops, larger meetings, and trainings hosted by Stoke and will also be available to rent to the community at large. When not being used for those purposes, it will serve as overflow coworking space as our current space is consistently close to capacity.

This expansion will mean we have a total of 28 private offices and lease a total of almost 12,000 sq ft of space to serve the small businesses, creatives, freelancers, and remote workers of Denton.

Over the years we have grown our team significantly. **What started as 1 FTE is now a team of 4 FTE positions to maintain the operations of our coworking space, our programs and events, and the marketing necessary to support continued growth.**

Membership

The work that our member companies perform is diverse. Stoke members work in a range of industries and their work includes software development, web and app design and development, digital marketing and sales, instructional design, content creation (podcast, video, photography, writing), cybersecurity, legal, bookkeeping, and IT support.

Through our member surveys we know that Stoke members have watched their businesses grow in a range of ways. Direct impact to the business growth due to being a member of Stoke includes gaining education and connecting with resources, networking with a diverse network of peers, hiring and getting hired from within the member community, and finding co-founders and collaborators.

Membership Outcomes:

- Currently have 99 member companies and 123 individual members
- 72% of members have reported experiencing business growth
    - Exceeding revenue goals
    - Landing new clients
    - Hiring new employees
    - Raising funds
    - Filing their LLC
    - Launching new product/service
- 8.9 Member satisfaction rate
- 7.5 Net Promoter Score

Programs and Event

Stoke has launched programs and events with content focused on the needs of small businesses and startups including business planning, content marketing, fundraising, product development, taxes, website design and development, sales, and more. **In 2024 alone we hosted 43 events with 646 attendees. Highlights include:**

- Global Entrepreneurship Week consisting of a Lunch & Learn, Big Ideas Creative Mixer, and the culmination of the third annual Denton Pitch Competition.
- The 7th annual FlintConf was held at the Patterson Appleton Arts Center in May. The kickoff event for the conference, First Strike, the evening before at Stoke.

- Launching quarterly AccelerateHER Denton alumni meetups and hosting a networking event for women entrepreneurs.
- Hosting five Spark Creative Mixers since kicking that series off in spring of 2024
- Hosting 9 Coffee + Convos sessions with 62 attendees (90+ events and 450+ attendees since inception in 2020)

Program Impacts:

- 95.7% give our program effectiveness an 8 or higher (out of possible 10)
- 7.8 Net Promoter Score
- Business outcomes include
    - Increased revenue/new revenue stream
    - New customers
    - New business partners
    - New hires
    - New services
    - Product launch
    - Started a new business
- Business skills gained include
    - Business financial literacy
    - Business planning
    - Improved workflows
    - Exposure to new customers and partners

The Denton Pitch Competition has become one of our largest events and programs that we do, with incredible outcomes for some of the winners of the event. Below are highlights of growth for some of the winners of the competition over the years.

Denton Pitch Competition Outcomes:

- Business
- 83% of survey respondents experienced business growth including
    - Increased Revenue
    - New Customers
    - New Partners
    - Job Creation
    - New Services and Products
    - New Business Launched
- 67% experienced customer growth
- 100% of survey respondents experienced growth in their teams
- Net Promoter Score is 8.7

Marketing + Content

Through our content creation and marketing efforts, we have provided a platform for both our members and the startup community of Denton to share their experiences through highlights on our blog, member spotlights.

Since launching in April of 2018, we have published 164 blog posts highlighting our services, events, and members, as well as providing helpful tips and information for entrepreneurs, freelancers, and remote workers. Additionally we have:

- Received earned media in the Denton Record Chronicle and Dallas Innovates on multiple occasions. Featured in Shoutout DFW, Denton County Magazine, NT Daily, North Texas INNO.
- Published a playbook to accompany FlintConf starting in 2021 and have created one each year since then.
- Created a digital resource guide for entrepreneurs into a downloadable resource on our website available for free.
- Created a YouTube channel to house the video content we've produced from our programs and events
- 2 professionally shot and produced videos by local entrepreneurs highlighting FlintConf and Denton Pitch Competition
- 12 blog posts written since October 2024 (164 written since 2018)
- 63% growth in newsletter subscribers since September 2024

Over time we have grown our presence online through our social media presence. We use both paid ads and organic content for our channels. Highlights include:

- Following on social media platforms to over 5,170 (21% growth over previous year)
- Monthly average reach of over 39,878 (77% growth over previous year)
- Average monthly engagement of 1,869 individuals (122% increase over previous year) .

Partnerships + Ecosystem Development

Stoke has adopted the tagline "cultivating community & empowering entrepreneurs," and we collaborate with partners to amplify the impact of our efforts. We have partnered with community stakeholders and organizations including TWU Center for Women Entrepreneurs, UNT, NCTC, DISD, Denton Chamber of Commerce, TechMill, Denton Main Street Association, Denton Black Film Festival, Discover Denton, Stronger Denton, the Small Business Development Center, Denton Public Library, Her Texas, Greater Denton Arts Council, and others.

Through these partnerships, we have hosted and supported hackathons, networking mixers, panel discussions, tech-focused career fairs, business workshops, code schools, and a range of tech and business focused meetups. We are constantly working to develop new ways to work with these existing partners as well as pursue new partnerships.

Ecosystem outcomes:

- Thought leaders participating as mentors and workshop leaders for AccelerateHER and Coffee + Convos
- Partner participation as judges for Denton Pitch Competition
- Input being engaged for Innovation Summit
- Stoke members and program participants expanded networks

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING AN AGREEMENT BETWEEN THE CITY OF DENTON AND HICKORY & RAIL VENTURES, LLC, REGARDING AN ECONOMIC DEVELOPMENT PROGRAM FOR STOKE DENTON IN THE AMOUNT OF $158,170; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Denton ("City") deems it is in the public interest and serves a municipal and public purpose to enter into an agreement with Hickory & Rail Ventures, LLC ("HRV"), for the purpose of providing for a program to promote economic development through the joint effort of the City and HRV; and

WHEREAS, to achieve this public purpose, the City created Stoke Denton in 2016 to offer a co-working space and access to resources to support entrepreneurship, small business development, and the development of tech and tech-enabled businesses and workers; and

WHEREAS, Stoke Denton is focused on the recruitment and support of tech and tech-enabled startups, as well as memberships of businesses in other sectors that are complementary to a healthy startup community; and

WHEREAS, the City contracted with HRV on November 14, 2017 for the management and operation of Stoke Denton; and

WHEREAS, HRV has submitted a proposal to the City for the continued support and management of Stoke Denton and entrepreneurship focused programming beginning October 1, 2025 in the amount of $158,170; and

WHEREAS, Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code authorize the City to enter agreements that promote local economic development and stimulate business and commercial activity in the City of Denton; and

WHEREAS, the City agrees that HRV is uniquely positioned to continue management of Stoke Denton and can assist in the City's strategic goals to support entrepreneurs, startups, and other small businesses and support the recruitment and growth of tech and tech-enabled businesses and workers; and

WHERAS, City Council deems it in the public interest to authorize such a payment and program agreement; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are found to be true and are incorporated herein by reference.

SECTION 2. The City Council finds that the Agreement between the City and Hickory & Rail Ventures, LLC, attached hereto and made a part hereof by reference (the "Agreement") serves a

valid municipal and public purpose and is in the public interest.

SECTION 3. The City Manager is hereby authorized to execute the agreement between the City and Hickory & Rail Ventures, LLC, and the expenditure of funds and transfer of property pursuant to the Agreement is hereby authorized.

SECTION 4. The City Council hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City under the Agreement to the City Manager of the City, or the City Manager's designee.

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

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

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

PASSED AND APPROVED this the _____day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____ Scott Bray
Deputy City Attorney

Docusign Envelope ID: 5452A82D-8606-4F44-9555-21FA93D69889

AGREEMENT BETWEEN THE CITY OF DENTON, TEXAS AND HICKORY & RAIL VENTURES, LLC

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2025 between the City of Denton, Texas, a home rule municipal corporation, hereinafter referred to as the "City", and Hickory & Rail Ventures, LLC, a Texas limited liability company hereinafter referred to as "HRV", jointly referred to herein as "parties" and each separately as a "party."

WHEREAS, the City seeks to support, encourage, and promote the public purpose of driving new business creation and job growth by fostering a sustainable startup community for entrepreneurs primarily in early-stage tech and tech-enabled businesses; and

WHEREAS, to achieve this public purpose, the City created in 2016 a co-working space with access to resources to support entrepreneurship, small business development, and the development of tech and tech-enabled businesses and workers ("Stoke Denton"); and

WHEREAS, Stoke Denton is focused on the recruitment and support of tech and tech-enabled startups, as well as memberships of businesses in other sectors that are complementary to a healthy startup community; and

WHEREAS, the City contracted with HRV on November 14, 2017 for the management and operation of Stoke Denton, and

WHEREAS, HRV has submitted a proposal to the City for the continued support and management of Stoke Denton and entrepreneurship focused programming beginning October 1, 2025 in the amount of $158,170; and

WHEREAS, Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code authorize the City to enter agreements that promote local economic development and stimulate business and commercial activity in the City of Denton; and

WHEREAS, the City agrees that HRV is uniquely positioned to continue management of Stoke Denton and can assist in the City's strategic goals to support entrepreneurs, startups, and other small businesses and support the recruitment and growth of tech and tech-enabled businesses and workers;

NOW THEREFORE, in consideration of the covenants, promises, terms, and provisions contained herein, and for the considerations expressed herein, the City and HRV mutually AGREE to the following:

Docusign Envelope ID: 5452A82D-8606-4F44-9555-21FA93D69889

ARTICLE I
SERVICES TO BE PROVIDED BY HRV

HRV represents, acknowledges, warrants, and agrees to perform and provide the following with regard to its operation, purpose, and services provided for Stoke Denton:

(1) **Purpose**. HRV agrees to operate Stoke Denton for the purpose of providing support to entrepreneurs, startups, small businesses, tech and tech-enabled workers, and remote workers in Denton. The goal of the partnership will be to build businesses, create jobs, and strengthen the culture and economy of the City of Denton.

(2) **Mission**. HRV, through Stoke Denton, will support programs, partnerships, events, and activities that will build a supportive entrepreneurial ecosystem in the City of Denton.

(3) **Independent**. HRV operates as a private legal entity separate from the City. This Agreement does not in any way constitute a joint venture or create a partnership or principal-agent relationship between the City and the HRV. Neither party will assert control over the operations of the other party.

(4) **Organization**. HRV is a Texas limited liability company duly organized and validly existing under the laws of the State of Texas and is qualified to do business in the State of Texas. HRV has the legal capacity and authority to enter into and perform its obligations under this Agreement.

(5) **Administration**. HRV will administer funds, property, services, or other benefits in accordance with the following procedures and requirements:

a. HRV shall maintain records and accounts that document all funds received by HRV and all costs incurred by HRV, including any in-kind support received by HRV.

b. HRV shall provide a report to the City of Denton Economic Development Partnership Board annually to summarize HRV's financial information and benefit to the City as it relates to the performance under this Agreement.

c. A copy of any HRV financial audits and required tax filings shall be provided to the City upon request.

(6) **Staff**. HRV shall employ an Executive Director for the entirety of this Agreement. HRV must also maintain the appropriate staff to carry out the functions of Stoke Denton in accordance with this Agreement. The Executive Director and any other staff member of HRV are employees of HRV and shall not be considered an employee of the City

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and shall not be entitled to any payment or benefit from the City on account of services performed pursuant to this Agreement.

(7) **Commercial space**. HRV shall secure a lease agreement for the Commercial Space and will maintain at its sole cost any utilities, contracts, equipment, supplies, or materials necessary to perform the obligations pursuant to this Agreement.

(8) **Equipment and Supplies**. HRV shall provide any equipment, supplies, or materials necessary to fulfill the obligations of this Agreement, except those provided for in Article II of this Agreement.

(9) **Performance.** HRV will perform all actions listed in **Exhibit A** "Scope of Work" attached hereto and incorporated herein for all purposes, as well as perform the following during the term of this Agreement:

a. Host a minimum of three entrepreneur events.
b. Provide a minimum of two educational programs annually targeted at current Stoke members or aspiring technologists, women and minority entrepreneurs.
c. Attend a minimum of two workshops or conferences annually to promote Denton's entrepreneurial ecosystem.

(10) **Reporting**. HRV will attend meetings and submit reports on actions and progress according to the following schedule:

a. Quarterly meetings between Stoke Denton Executive Director and City's Director of Economic Development.
b. Progress on economic development strategic plan work plan items will be provided to City's Director of Economic Development or designated staff as needed, but no less than quarterly..
c. Quarterly reports to be provided by Stoke Denton Executive Director to City's Director of Economic Development or designated staff, which must include the following:
    i. Number of active memberships, providing a quarterly membership roster to Director
    ii. Percentage of tech or tech-enabled members,
    iii. Member satisfaction (at least annually),
    iv. Description of and number of regional startup and tech event sponsorships,
    v. Description of and number of educational events or programs held at Stoke Denton,
    vi. Description of and number of startup/tech events held at Stoke Denton,
    vii. Number of member companies who are Denton residents,
    viii. Turnover rate of member companies,

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ix. Duration of member companies,
x. Number of mentor sessions held at Stoke Denton, and
xi. Description of activities with partner entities, including education, nonprofit, and government agencies.

d. Annual report and presentation to the City's Economic Development Partnership Board including economic impact of Stoke Member startups and competition awards recipients to Denton's economy and social media metrics

(11) **Sponsorship and Acknowledgement**. For any programs listed in **Exhibit A** which are supported by or partially supported by funding provided by this Agreement, the City must be listed as a co-sponsor and acknowledged on any applicable marketing materials and event materials, both verbally and in print, whenever possible.

ARTICLE II
OBLIGATIONS OF THE CITY OF DENTON

The City will provide the following to HRV:

(1) **Funding.** The City shall pay One Hundred Fifty-Eight Thousand One Hundred Seventy Dollars ($158,170) to HRV to be utilized for the purposes set forth in **Exhibit A**. Payment shall be made no later than October 31, 2025.

(2) **Brand, logo, and Other Intellectual Property**. The City hereby transfers the City's ownership of the brand and logo of Stoke Denton to HRV for the purposes of operating or marketing Stoke Denton and for other purposes required in carrying out the terms of this Agreement. The ownership rights to the brand and logo of Stoke Denton granted from City to HRV by this Agreement will immediately, automatically and completely revert to City for its sole benefit in the event HRV ceases to manage and operate Stoke Denton for the purposes provided in this Agreement or otherwise breaches or terminates this Agreement.

ARTICLE III
TERM OF THE AGREEMENT

This Agreement shall be effective on October 1, 2025, and shall remain in full force and effect until September 30, 2026. The City or HRV shall have the right to terminate the Agreement, in whole or in part, without cause any time upon sixty (60) calendar days' prior written notice to the other party. Upon receipt of a notice of termination by the City, HRV shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. If this Agreement is terminated by HRV, or terminated for cause by the City because HRV fails to meet the performance requirements of this Agreement, HRV shall pay the City a prorated amount of the funds provided by the City pursuant to this Agreement, which amount shall be prorated to the months remaining in the term of this Agreement.

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HRV shall provide written notice to the City including required documentation no later than ninety (90) calendar days prior to the expiration date of this Agreement if it intends to apply for additional funding to be spent on or before October 1, 2026. Such notice shall create no obligation of either party to enter into a future agreement or provide additional funding.

The City may terminate this agreement for cause effective immediately upon delivering notice to HRV if at any time during the term of this Agreement it reasonably determines that HRV will not or cannot complete its obligations hereunder.

ARTICLE IV
ASSURANCES BY THE PARTIES

The following is a list of representations, assurances, understanding, policies, procedures, and agreements regarding the roles, relationship, and functions of the City and HRV in their working relationship pursuant to this Agreement:

A. Any agreement between the HRV and City that is not within the scope of the terms of this Agreement shall receive the prior approval of the City Council.

B. HRV has no authority to supervise, direct, control, or demand that a City employee perform any function on behalf of HRV.

C. This Agreement does not grant HRV authority to use the City's name and trademarks unless directly specified in this Agreement.

D. Any personnel employed by or volunteering on behalf of HRV shall be deemed employees or volunteers respectively of the HRV and shall not be deemed employees or volunteers of the City. HRV shall be responsible for the supervision, management, and control of such HRV employees and volunteers and any payroll, taxation, or other employment obligation, if any, incident to their work. Any personnel employed by or volunteering on behalf of the City shall be deemed employees or volunteers respectively of the City and shall not be deemed employees or volunteers of the HRV. The City shall be responsible for the supervision, management, and control of such City employees and volunteers and any payroll, taxation, or other employment obligation, if any, incident to their work.

E. HRV shall maintain general liability insurance in the amount of $1,000,000 and in accordance with City insurance requirements, including adding the City as an additional insured party.

F. HRV will appoint a representative who will be available to meet with City officials when requested.

G. **HRV AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF**

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WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE BY HRV OR THOSE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF HRV, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, SUBCONTRACTORS, LICENSEES, AND INVITEES.

H. HRV 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, HRV certifies that HRV's signature provides written verification to the City that HRV: (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.

I. HRV acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, HRV certifies that HRV's signature provides written verification to the City that HRV: (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.

J. HRV 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, HRV certifies that HRV's signature provides written verification to the City that HRV: (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 Agreement against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

L. The City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275, and HRV 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.

ARTICLE V
NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via electronic mail, hand-delivery or facsimile, addressed or sent to HRV or the City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: City Manager
215 E. McKinney St.
Denton, TX 76201
Sara.Hensley@cityofdenton.com

Hickory & Rail Ventures, LLC
Hickory & Rail Ventures, LLC
Attn: Heather Gregory
608 E. Hickory
Denton, TX 76205
Heather@stokedenton.com

City of Denton, Texas
Attn: Director of Economic Development
401 N. Elm St.
Denton, TX 76201

ARTICLE VI
RIGHT TO AUDIT

HRV agrees to retain all books, records, documents, reports, and written accounting policies and procedures pertaining to services provided under this Agreement for a period of five (5) years. The City shall have the right to audit and make copies of the books, fundraising activities, pledges, donations, gifts, statements, financial records, and computations pertaining to the Agreement.

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ARTICLE VII
ADMINISTRATION OF AGREEMENT

HRV shall designate an officer responsible for the administration of the Agreement for HRV. The City Manager, or designee, shall be the City staff member responsible for the administration of this Agreement on behalf of the City.

ARTICLE VIII
NO ASSIGNMENT

The Agreement is solely between the parties and cannot be assigned to another party without the express advance written approval of the non-assigning party.

ARTICLE IX
MODIFICATION OF AGREEMENT

No modification of this Agreement shall be effective unless it is in writing and signed by both parties to the Agreement.

ARTICLE X
GOVERNING LAW AND VENUE

This Agreement is subject to, governed by, and shall be construed under the laws of the State of Texas. Venue of any suit or cause of action arising under this Agreement shall be exclusively in Denton County, Texas.

ARTICLE XI
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement, and shall not cause the remainder of this Agreement to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the parties hereto respecting the stricken provision.

ARTICLE XII
CAPTIONS

The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

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ARTICLE XIII
COUNTERPARTS

This Agreement may be executed in multiple counterparts, by one or more signatories, separately and each of such counterparts shall be deemed an original for all purposes, and all such signed counterparts shall constitute but one and the same instrument. For purposes of the parties' execution of this Agreement, it is expressly agreed that a facsimile or telecopy of a party's signature hereto shall be valid, binding and enforceable as the original.

IN WITNESS THEREOF, the City and HRV have executed this Agreement in original counterparts, the City acting by and through its duly-authorized City Manager, and HRV acting by and through its duly-authorized undersigned officer.

CITY OF DENTON

_____
SARA HENSLEY, CITY MANAGER

Scott Bray
Deputy City Attorney

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

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

Brittany Sotelo
Signature

Economic Development Director
Title

Economic Development
Department

HICKORY & RAIL VENTURES, LLC

By: Signed by: Heather Gregory
582F79B2942E4CE...

Heather Gregory

Its: Owner

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EXHIBIT A
SCOPE OF WORK

HRV will support City staff in the implementation and reporting of progress of the following strategies and actions identified in the City of Denton Economic Development Strategic Plan ("Strategic Plan") by performing the following Work Plan Items:

Strategic Plan Goal 2B. Foster Growth

2B.1. Champion and Convene

2B.1.1. Establish connections with DFW entrepreneurship organizations such as Dallas 1 Million Cups, 1 Million Cups Frisco, Dallas Innovates, Capital Factory, and the Dallas Entrepreneur Center.

2B.1.2. Partner with local and regional partners to design reverse-pitch competitions to engage major corporations and organizations in the DFW Metroplex with needs for innovation.

2B.1.3. Ensure that targeted resources are available for businesses owned by women and people of color, who have historically faced barriers to accessing traditional economic development tools.

2B.1. Work Plan Items

- Attend events hosted by regional startup organizations and stakeholders.
- Host and sponsor events that support students and connect them to entrepreneurs, mentors, and peers.
- Seek out opportunities for partnerships, sponsorships, or collaborations with regional entrepreneurial organizations and stakeholders.
- Write and publish ebook/guides to provide entrepreneurs with tangible tools, templates, and resources for launching their business.
- Expand network of mentors and advisors, specifically increasing participation from women and minority entrepreneurs and thought leaders.
- Initiate the planning of a reverse pitch competition with local and regional partners.
- Maintainaccelerator program that focuses on women entrepreneurs in partnership with Texas Woman's University.
- Pursue programming and partnerships that help connect minority entrepreneurs with peers, mentors, and resources.

2B.2. Access to Capital

2B.2.3. Network with regional entrepreneurship programs so that they become familiar with Denton and the resources available for businesses looking to grow and expand within the DFW Metroplex.

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2B.2. Work Plan Items

- Participate in Angel Capital Association and Texas Angel Network calls and syndicate deal flow when possible.
- Attend regional events focused on entrepreneurship, specifically with veteran fundraisers, angel investors, or VC firms.
- Co-host a networking mixer with Denton Angels, Chamber investors, and the Economic Development Partnership Board.
- Engage Denton Angels in Stoke programming and events, specifically pitch events, to increase connections between investors and entrepreneurs.

2B.3. Ecosystem Building

2B.3.1. Partner with the Denton Innovation Group to define a vision for entrepreneurship in Denton, establish goals, measure progress, and connect with DFW organizations.

2B.3.2. Host a Citywide pitch competition to identify and develop innovative entrepreneurs in Denton. This not only builds Denton's creative brand but also provides the City with a way of identifying top talent in the community.

2B.3. Work Plan Items

- Coordinate and host Denton Innovation Group meetings on at least a quarterly basis.
- Engage groups of thought leaders to increase connections and opportunities between institutions and anchors (TWU, UNT, NCTC, DISD, Denton Innovation Group, TechMill, Denton Angels, etc.)
- Continue production of a city-wide pitch competition.
- Launch cohorts of AccelerateHER, a startup incubator program for early stage startups led by women entrepreneurs.
- Host technical meetups and events at Stoke.
- Sponsor and support technical meetups and events in Denton and the region.

2.B.6. Promoting Denton's Creative Brand

2B.6.1. Pitch stories about successful Denton companies to media outlets, such as the Denton Record-Chronicle, Dallas Morning News, Fort Worth Star-Telegram, Dallas Innovates, and D Magazine.

2.B.3. Work Plan Items

- Continue to publish two to four blog posts each month, including a regular spotlight of a mentor or members.
- Write and distribute press releases around entrepreneurial activity and Denton startups.
- Initiate planning of a program that recognizes entrepreneurs, startups, organizations, and educators that are having an impact on the entrepreneurial ecosystem.
- Generate earned media in regional publications.

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Strategic Plan Goal 3. Strengthen Community Inclusion

3.3. Grow Your Own Talent Initiative

3.3.1. Support youth entrepreneurship programs at the local level to foster a culture of innovation and cultivate an entrepreneurial spirit.

3.3.2. Encourage Denton ISD to incorporate entrepreneurship into academic curricula and increase exposure and access to Denton's startups.

3.3 Work Plan Items

- Pursue partnership with Denton ISD to support entrepreneurial education and access to Denton's startups.
- Seek out opportunities to include Denton ISD students in mentorships programs and other events.
- Offer tours to Denton ISD classes/clubs to share out Stoke Denton, its mission, and the entrepreneurial experience.
- Work with community members and partner organizations to pursue technical entrepreneurial programming for youth.
- Conduct community-wide surveys to learn ways that Stoke could provide better support and resources for traditionally underserved and under-funded entrepreneurs to help narrow the inequity gap.

Goal 2 - Foster Growth	
2B.1 Champion and Convene	**Status**
2B.1.1 - Support the expansion of networking channels and opportunities for relationship building among the region's entrepreneurs, startups, and students.	in progress/ongoing
2B.1.2 - Establish connections with DFW entrepreneurship organizations such as 1 Million Cups, Dallas Innovates, and the Dallas Entrepreneur Center.	in progress/ongoing
2B.1.3 - Assemble a knowledge resource network to support entrepreneurs and companies with access to financial, legal, policy, and research information needed for their business to grow.	in progress/ongoing
2B 1.4 - Partner with local and regional partners to design reverse-pitch competitions to engage major corporations and organizations in the DFW Metroplex with needs for innovation.	in progress/ongoing
2B.1.5 - Ensure that targeted resources are available for businesses owned by women and people of color, who have historically faced barriers to accessing traditional economic development tools.	in progress/ongoing
2.B.1 Work Plan Items:	**Actions**
Attend events hosted by regional startup organizations and stakeholders.	In July 2024, Heather attended the NTX Innovation Summit held by UNT at Austin College
	Heather and Robyn attended the TWU CWE's 10 year anniversary event in July 2025 during which we were able to meet with female founders from around the state.
	Robyn Harris attended multiple Chamber of Commerce events including the Small Business Nomination Mixer and Wake up Wednesdays
	Robyn regularly attends networking events locally including DMSA Mixers, Denton Square Networking, LEAP Networking, and others.
	Heather is registered to attend the upcoming Women In Tech hosted by the DEC Network and Frisco ED
Host and sponsor events that support students and connect them to entrepreneurs, mentors, and peers.	In the 2024/2025 school year, Heather acted as a judge for the MVP pitch for Entrepreneurship students at Guyer HS. For the three years prior she served as a workshop leader and mentor for the program.
	Invited students and teachers from Denton to attend FlintConf - educators attended in 2024, but were unable to attend in 2025. We are adusting the date to earlier in the year in 2026 to make it easier for educators and students to attend.
	Currently in communication with students in an entreprenuership program in Lewisville to attend the Denton Pitch Competition and possibly have a table in the Entrepreneur Expo
Seek out opportunities for partnerships, sponsorships, or collaborations with regional entrepreneurial organizations and stakeholders.	Engage partners throughout metroplex to participate in our events and programs via mentorship and serving as workshop leaders. This has included representation from TWU, UNT, Tech FW, The DEC Network, and Global Entrepreneurship Week North Texas.
	Heather secured speakers and emcee for FlintConf 2024 and 2025 with networks in the Dallas and Ft Worth entrepreneur ecosystem which increases our visibility regionally.
	Heather and our new Program Coordinator will be working with City of Denton and UNT to produce the Innovation Summit in Denton in early 2026
Continue to develop an entrepreneurial ecosystem "map" which details companies, mentors, support organizations, resources, etc. Make the document available to the public.	Continued to add to and update the Ecosystem Map - shared it with City Staff and others in the community to contribute to build the map.
	Have the Stoke Member DIrectory listed on our website to help connect people to the entreprneuers with specific skills and expertise.
Write and publish ebook/guides to provide entrepreneurs with tangible tools, templates, and resources for launching their business in Denton.	Published a playbook in conjunction with FlintConf 2021, 2022, 2023, 2024, and 2025 made available to all attendees. In 2025 we printed copies for all attendees to use during and after the event.
	Developed downloadable resources and published on our website including a business planning guide, resource/tools guide, and others.

	Developed and published curriculum for our AccelerateHER and and Denton Pitch Competition through an online learning hub.
Expand our network of mentors and advisors, specifically increasing participation from women and minority entrepreneurs and thought leaders.	Engaged with women and minority mentors to contribute their expertise through our events and programs - Denton Pitch Competition, AccelerateHER, GEW, Coffee + Convos and individual coaching.
	Through regular attendance at local networking meetups, we have expanded our network of speakers and members that are women and minorities.
	Opened up a call for speakers for th 2025 FlintConf that drew in applications from across the region, almost all of the submissions were from women who were subsequently invited to speak at FlintConf or our Coffee + Convos.
Initiate the planning of a reverse pitch competition with local and regional partners.	Heather has proposed this as a way to approach engaging startups and entrepeneurs in the Innovation Summit. It sounds like we will start with a panel discussion, moderated by Heather, where folks from local industries focused on mobility and logistics share the challenges and gaps in the technology and innovation available to them. The hope is that having entrepreneurs in the room hearing these problems will inspire them to create new business or product offerings to address the gaps in industries.
Launch accelerator program that focuses on women entrepreneurs in partnership with Texas Woman's University.	We have successfully completed 5 cohorts of this program graduating over 30 entrepreneurs.
	Just selected the sixth cohort for the program which will run from September 2025-January 2026.
	The success of the program that was created at Stoke in partnership with TWU CWE has now expanded throughout the state and TWU runs AccelerateHER programs in Dallas, Houston, Abilene, and more. This has allowed us to focus our cohort members specifically in and around Denton.
	In late 2024, we began hosting AccelerateHER Alumni meetups. We hold these quartlerly and are working to grow the connections between cohorts to increase access to peers for the female founders.
Pursue programming and partnerships that help connect minority entrepreneurs with peers, mentors, and resources.	Currently working with City Staff to provide scholarships by way of membership, coaching, and workshops for SE Denton residents.
	Make most programming free and accessible to everyone in the community. Offer scholarships for FlintConf for any individual that may not be able to afford the cost of the ticket.
	Ensure that entrepreneurs accepted into AccelerateHER and Denton Pitch Competition have diverse founders. Ensure that the mentors and judges are include women and minorities so that entrepreneurs are supported by individuals with a range of perspectives and backgrounds.
2B.2. Access to Capital	**Status**
2B2.2 - Partner with Denton Angels to expand access to capital for Denton startups. Work with other angel networks in the DFW Metroplex, and across Texas, to improve deal flow for Denton companies and investors.	Denton Angels group on pause
2B.2.3 Network with regional entrepreneurship programs so that they become familiar with Denton and the resources available for businesses looking to grow and expand within the DFW Metroplex.	in progress/ongoing
2.B.2 Work Plan Items:	**Actions**
Attend regional events around entrepreneurship, specifically if there are veteran fundraisers, angel investors, or VC firms in attendance.	Heather began consulting with EqAll, a Dallas based entrepreneurship program that has increased connections to funding sources in the region.
	In August 2025, Robyn Harris attended Dallas Startup Week and went to a panel discussion on Marketing and the Women in Innovation Summit.
	Made a connection to Texas Regional Bank and are working to develop programs in partnership so that entreprneurs can develop relationships with local funders. These are anticipated to start in late 2025.

Engage Denton Angels in Stoke programming and events, specifically pitch events, to increase connections between investors and entrepreneurs.	This group took a pause in looking at deals and has not yet reconvened. It limits our ability to coordinate a mixer or work to syndicate deal flow with the group on hold with no current plans to start again.
	We maintain individual communication and connection to those previously a part of the Denton Angels and invite them to our programs and events.
	One of the Denton Angels served as a judge at the Denton Pitch Competition for the 2023 and 2024 events.
2B.3 Ecosystem Building	**Status**
2B.3.1 - Partner with the Denton Innovation Group to define a vision for entrepreneurship in Denton, establish goals, measure progress, and connect with DFW organizations.	Denton Innovation Group is on pause
2B.3.2 - Launch an accelerator program to support the growth of existing companies.	program launched
2B.3.3 - Host a Citywide Pitch competition to identify and develop innovative entrepreneurs in Denton.	program launched
2.B.3 Work Plan Items:	**Actions**
Coordinate and host Denton Innovation Group meetings on at least a quarterly basis.	Denton Innovation Group meetings are on pause for now due to limited participation from participants at the last few meetings we tried to hold in late 2023 and early 2024.
Engage groups of thought leaders to increase connections and opportunities between institutions and anchors (TWU, UNT, NCTC, DISD, etc).	We continue to engage thought leaders through our paricipation in partner events, and through inviting these partners to our events. Ie UNT Emcee at FlintConf, NCTC rep at Denton Pitch Competition)
	Connected multiple Stoke and community members to NCTC Career Circut Grant to get interns to support their businesses.
	Heather is working with UNT and City of Denton on the Innovation Summit and will work to bring entrepreneurs into the event through engaging programming.
	Judges for Denton Pitch Competition include a local SBA lender, TWU business professor, Small Business Development Center adnvisor, regional Accounting expert, and former Denton Angel investor.
Initiate the planning and production of a city wide pitch competition.	Have now hosted three Denton Pitch Competitions. In total 28 busienss have pitched, 10 businesses have won cash totalling over $30,000 in prize money directly into the hands of Denton based busineses.
	In November 2024 we hosted the third Denton Pitch Competition and Entrepreneur Expo. Close to 100 people were in attendence and four women were the winners of the pitch competition. They were awarded over $10,000 in prize money.
	We launched a new prize for the 2024 event. The Community Choice award was funded by and voted on by the community. We raised $1,700 for the Community Choice award and the live audience voted on the winner of the award.
Launch AccelerateHER, a startup incubator program for early stage startups led by women entrepreneurs.	The Denton AccelerateHER program is in its sixth year, and TWU has subsequently used the model started in Denton in 2020 to grow programs around the state of Texas. The total number of women-owned businesses incubated since launching in 2020 is 34.
	In 2023 we added objective-based small business coaching to the progam. The fall 23 cohort booked 23 sessions for a total of 13.25 hours. The fall 2024 cohort booked 16 sessions for a total of 9.5 hours.
Host technical meetups and events at Stoke.	Coffee + Convos happen on a monthly basis. This meetup focuses on a range of topics that support entrepreneurs from tech systems to increase efficiency, AI and how to use it to grow your business, building websites, digital marketing, and more. We host 11-12 of these events each year.
	Continuing to offer our own programming and offer our space to any tech and entrepreneur meetups that want to meet in person.

Sponsor and support technical meetups and events in Denton and the region.	Sponsored UNT Hackathon and TAMS Hackathon whenever possible
	Stoke hosts the Denton events for Global Entrepreneurship Week North Texas each year. We are in communication with regional organizers to cross promote other events in the region.
2B.6 Promoting Denton's Creative Brand	**Status**
2B.6.2 - Pitch stories about successful Denton companies to media outlets, such as the Denton Record-Chronicle, Dallas Morning News, Fort Worth Star-Telegram, Dallas Innovates and D Magazine.	ongoing
2B.6.4 - Develop a Citywide entrepreneurial recognition program that harnesses the strengths of local efforts that already exist in Denton.	not yet begun
2.B.6 Work Plan Items:	**Actions**
Continue to publish 2-4 blog posts each month including a regular spotlight of a mentor or member.	Have published 1-2 blog posts each month including spotlights of each member of the AcclerateHER cohort.
	Published at least one newsletter each month. Additionally create social content and videos that spotlight program participants, members, and our program oferings.
	Developed curriculum for our online learning hub which launched in April 2022 and continues to grow and expand to support AccelerateHER and DPC programs
Write and distribute press releases around entrepreneurial activity and Denton startups.	Sent press releases regarding Global Entrepreneurship Week, Denton Pitch Competition, FlintConf, and AccelerateHER to local media outlets.
Generated earned media in regional publications	In 2022, Stoke was written about in the Denton Record Chronicle, Dallas Innovates, and Denton County Magazine. The content focused on our programming and the ways we support entrepreneurs such as AccelerateHER and the Denton Pitch Competition.
	in 2023 Stoke and the City of Denton both produced videos to highlight the Denton Pitch Competition and the success story of one of our long time members, Team of Defenders
	In 2023, Stoke was written about in the Denton Record Chronicle and Dallas Innovates. The content focused on our programming and the ways we support entrepreneurs such as AccelerateHER, FlintConf, and Denton Pitch Competition
	In 2024 FlintConf was written about in the Denton Record Chronicle.
	In 2025 Heather was interiewed for an NT Daily article and a lilD TV spotlight.
	Heather was nominated for a She Rock Business Owner award as well as a regional Ecosystem Builder award in spring of 2025.
Goal 3 - Strengthen Community Inclusion	
3.3 Grow Your Own Talent Initiative	**Status**
3.3.1 - Support youth entrepreneurship programs at the local level to foster a culture of innovation and cultivate an entrepreneurial spirit.	in progress/ongoing
3.3.2 - Encourage Denton ISD to incorporate entrepreneurship into academic curricula and increase exposure and access to Denton's startups.	in progress/ongoing
3.3 Work Plan Items:	**Actions**
Pursue partnership with Denton ISD to support entrepreneurial education and access to Denton' s startups.	Serve on DISD CTE advisory board. Engage with CTE staff regarding entrepreneurship and tech pathways via Ed Tech Alliance and through mentoring students at Denton ISD.
	Attended DISD CTE partnership meeting to provide feedabck to the curriculium offered. Encouraged them to consider entrepreneurship as a part of that campus to provide business skills to those focused on learning a trade that may want to own their own business
	In early discussions with CTE staff about possible student in terns at Stoke or Stoke member companies.

Seek out opportunities to include DISD students in our mentorship program and other events.	Has served as mentor, coach, and judge in the IncubatorEDU program at Guyer High School.
	Lewisville entrepreneurship students attended Denton Pitch Competition in 2022.
	Denton CTE students attended FlintConf in 2023.
	IncubatorEDU teachers from Guyer HS attended FlintConf in 2024.
Offer tours to DISD classes/clubs to share about our space, our mission, and what being an entrepreneur is like.	Invited Guyer HS Entrepreneurship Program to tour Stoke. Stoke staff is involved in mentorship and leading workshops for this program.
	Entrepreneurship program at Lewisville ISD have toured our space and attended Denton Pitch Competition in 2022.
	Heather booked as a guest speaker for high school entrepreneurship class (Fall 2024) Booked Koan School entrepreneurship class feild trip to Stoke (Fall 2024)
Work with community members and partner organizations to pursue technical and entrepreneurial programming for youth.	Work with Denton ISD, UNT, TWU to discuss and address youth entrepreneurship through the Ed Tech Alliance.
	In 2022 Stoke ran a pilot program for entrepreneurship for middle schoolers. We validated the idea and may offer more middle school programs in the future.
	Heather Gregory serves as mentor in Denton ISD entrepreneurship program and actively engaged in conversation with Denton ISD CTE leadership.
	Heather Gregory served as a coach for the Unique Value Proposition curicculum for the DISD Guyer Program in 2021, 2022, and 2023. Has is scheduled to lead a workshop again in 2025.
	Juli James served as a coach for the website-building curriculum for the Denton ISD entrepreneurship program at Guyer in Fall 2022 and Fall 2023
	Heather spoke to UNT Art students interested in pursuing entrepreneurship in the fall of 2024.
Conduct community wide surveys to learn ways that we could provide better support and resources for traditionally underserved and under funded entrepreneurs to help move the efforts to narrow the inequality gap.	Surveys conducted multiple times each year - data is used to help us guide our content and programs.

October 21, 2025

STOKE PARTNERSHIP

OFFICE OF ECONOMIC DEVELOPMENT

Brittany Sotelo
Economic Development Director



stoke

Cultivating Community + Empowering Entrepreneurs

PRESENTED BY :
HEATHER GREGORY

www.stokedenton.com

ID25 - 1788; October 21, 2025

HISTORY OF STOKE

July 2016

- City of Denton 5 year lease at 608 E Hickory St Suite 128 begins

December 2017

- Hickory & Rail Ventures, LLC and City of Denton enter into public/private partnership to operate Stoke. City pays rent and handles maintenance and repairs.

June 2021

- City's lease at 608 E Hickory St Suite 128 expires.

July 2021

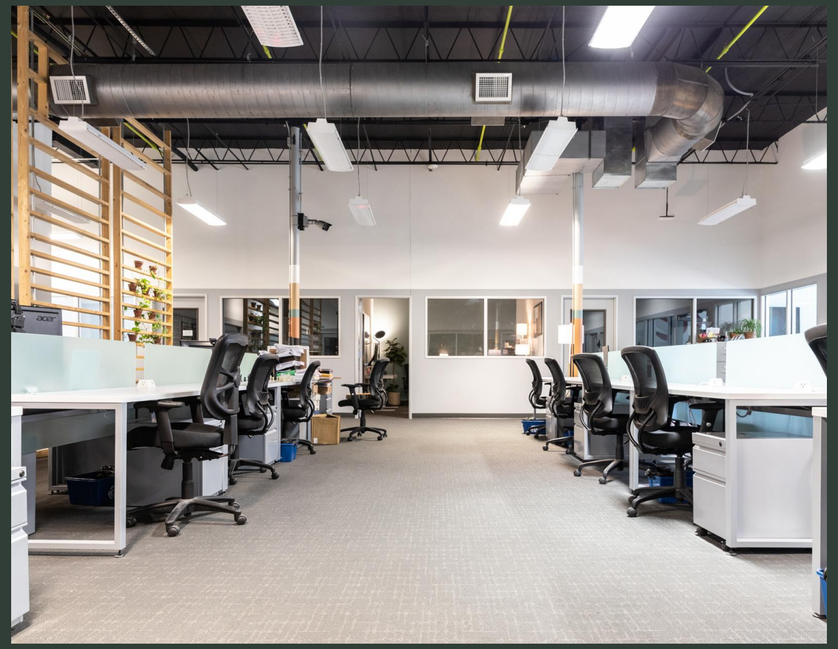
- H&RV signs lease with Martino Group, adds 12 new private offices
- City/H&RV partnership shifts to focus on entrepreneurship program support.

2021, 2022, 2023, 2024

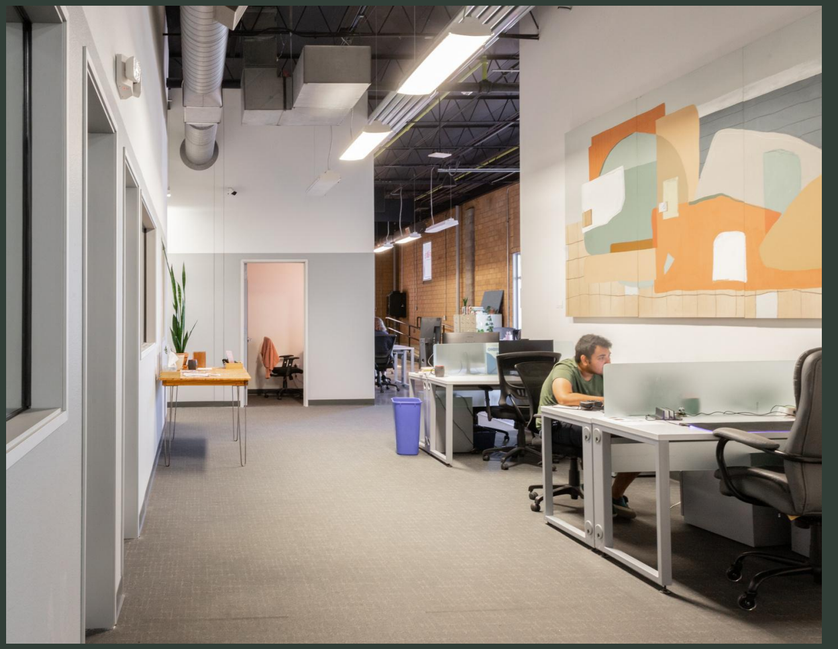
- Unanimously approved by EDPB and City Council to continue support entrepreneurship program via our public/private partnership.

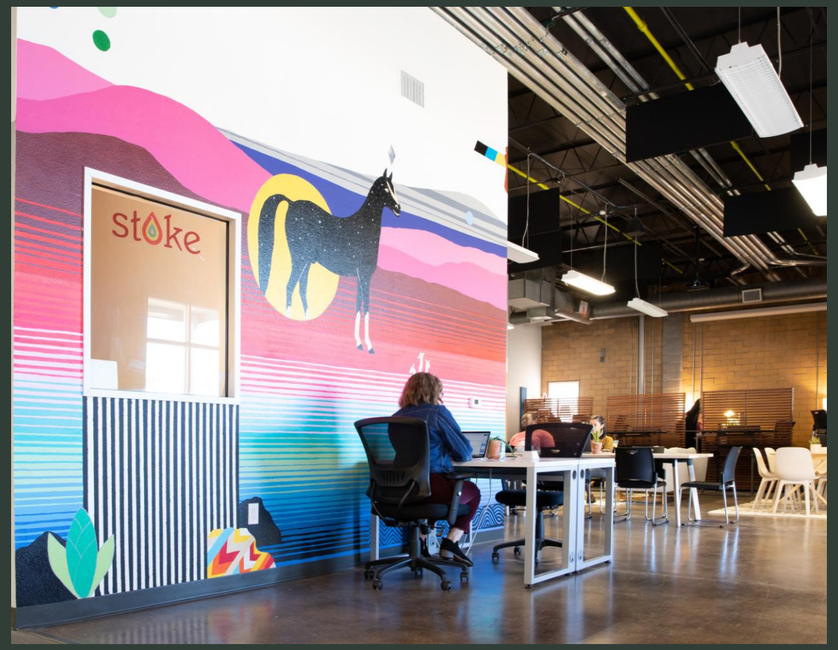
2025

- H&RV renewed lease on Suite 128 with expansion into an additional 2,725 sq ft
- H&RV adds 8 private offices, 2 unisex restrooms, and a large multiuse community room

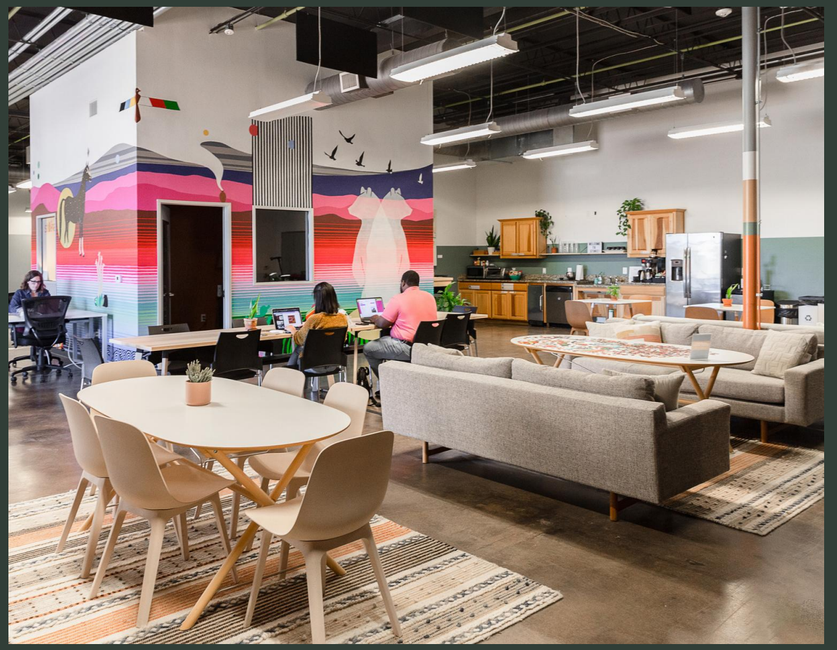








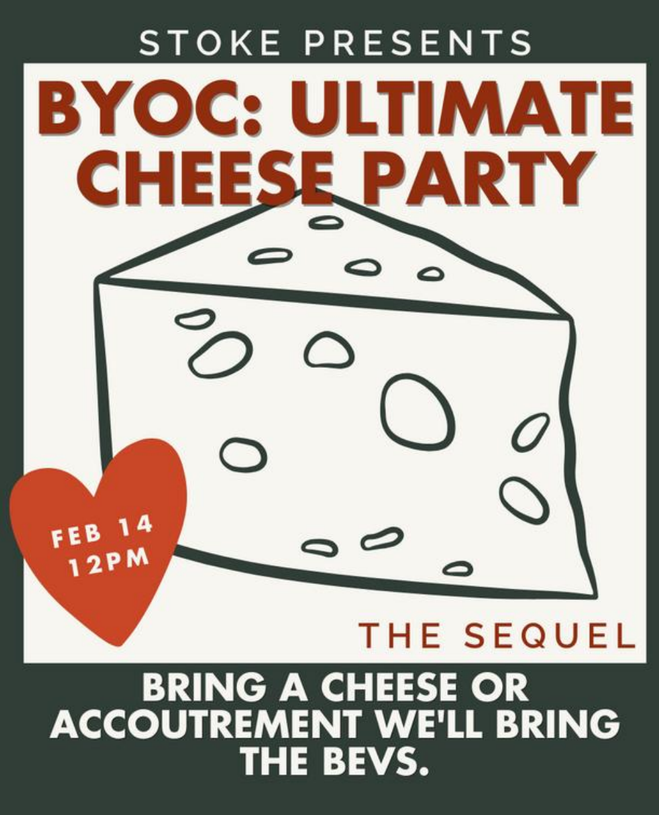




ID25 - 1788; October 21, 2025

MEMBER EVENTS







MEMBERSHIP IMPACTS

- 100 monthly member companies on average
- 72% of member survey respondents over the last 24 months say their business has experienced growth
  - Sales growth
  - Job growth
  - New clients
  - Raising funds
  - Service/product expansion
- 8.9/10 Member Satifsaction Rate
- 7.5/10 Net Promoter Score

[since becoming a member at Stoke] I've increased my number of clients from 3 to 50; I have 3 part-time employees with one more soon to join; I have 4 volunteers; and won the community award for the Pitch Competition.

Stoke Member

I think the staff at Stoke do a tremendous job of creating community among the people using the space!

Stoke Member

PROGRAMS + EVENTS

COFFEE + CONVO
morning meetup with stoke

flint conf

DENTON PITCH COMPETITION

SPAR
creative mixer

K

GLOBAL ENTREPRENEURSHIP WEEK NORTH TEXAS

AccelerateHER

ID25 - 1788; October 21, 2025





- Hosted 5 events with over 175 attendees throughout the week
- Showcased 9 Big Ideas at the Creative Mixer including the forthcoming Art-O-Mat machine
- Showcased 15 businesses through the Pitch Competition + Entrepreneur Expo

ID25 - 1788; October 21, 2025

stoke

CITY OF DENTON

DENTON PITCH COMPETITION

+ ENTREPRENEUR EXPO

COME OUT AND SHOW YOUR SUPPORT FOR DENTON'S ENTREPRENEURS AND SMALL BUSINESSES AS TEN INNOVATIVE DENTON-BASED COMPANIES PITCH FOR THEIR CHANCE TO WIN CASH FOR THEIR BUSINESS GOALS.

AT THE ENTREPRENEUR EXPO - LEARN ABOUT DENTON'S ENTREPRENEURS AS THEY COME TOGETHER TO SHOWCASE THEIR BUSINESSES AND IDEAS.

NOV 21 | SUNAGO BELL | 4:30-7:30 PM

101 S LOCUST ST
8TH FLOOR
DENTON, TX 76201

DOORS: 4:30 PM
PITCHES: 5:00 PM
NETWORKING HAPPY HOUR & EXPO: 6:30 PM

FREE TO ATTEND, RSVP:

GLOBAL ENTREPRENEURSHIP WEEK



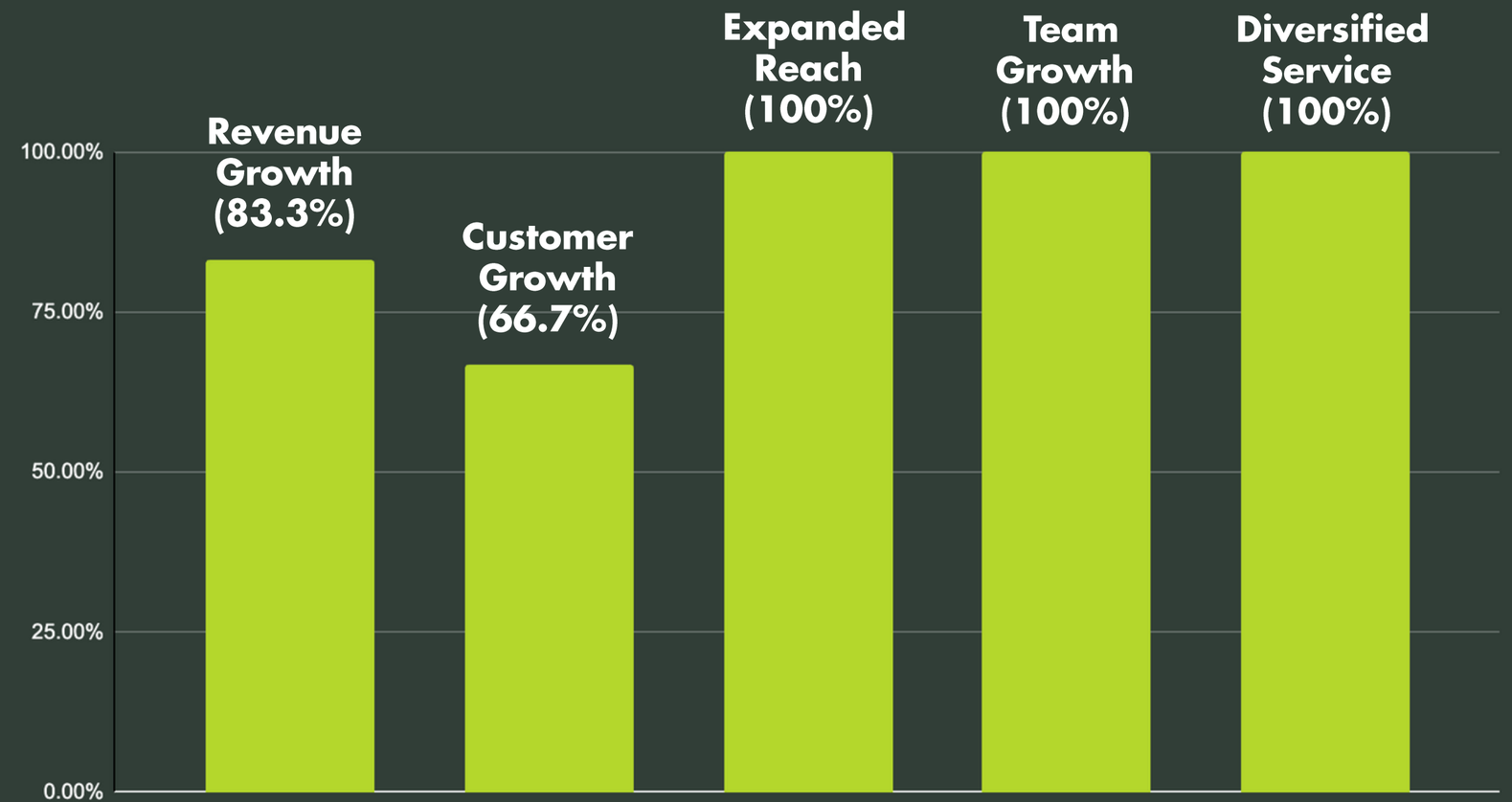


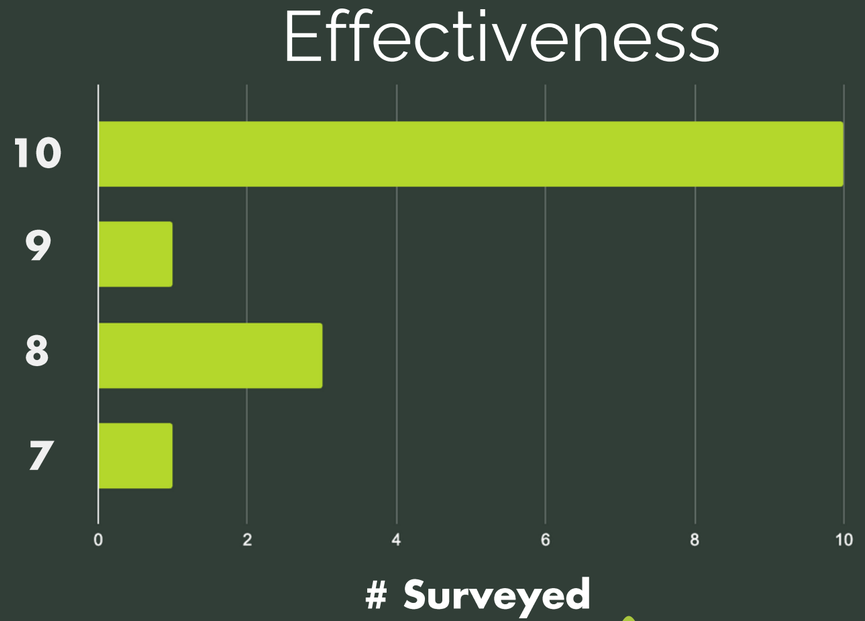




ID25 - 1788; October 21, 2025

- Coached over 40 entrepreneurs
- $30,000+ awarded to Denton businesses
- 80% of winners have been women
- 40% of winners have been BIPOC and/or LGBTQ+

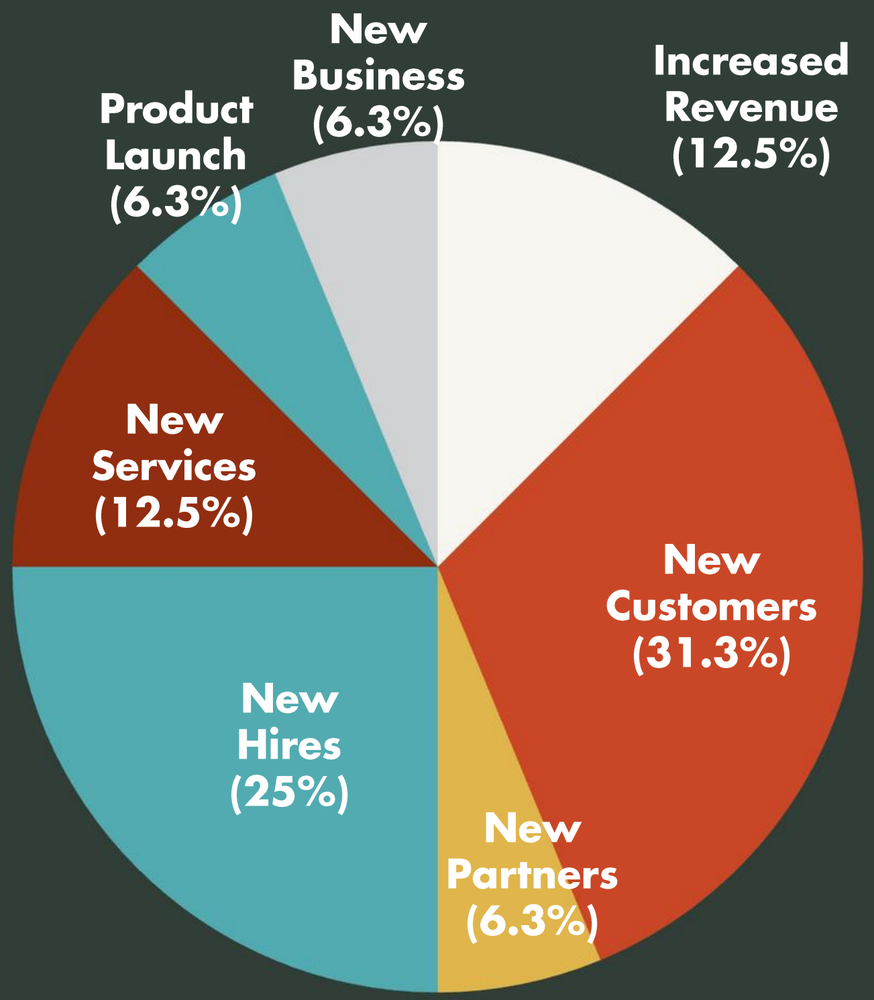




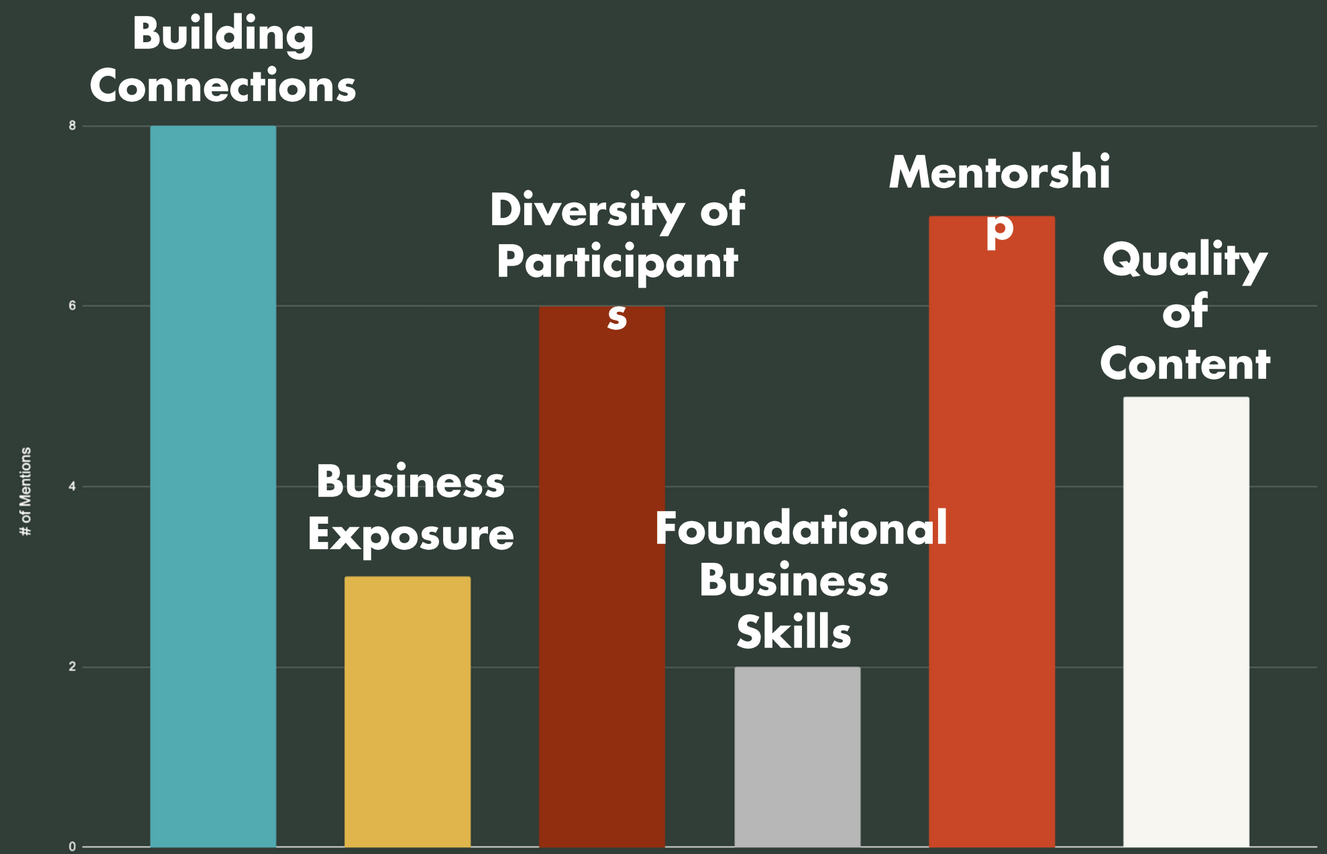
DENTON PITCH COMPETITION

ID25 - 1788; October 21, 2025

DPC + ENTREPRENEUR EXPO IMPACTS



Reported Business Growth



Most Beneficial Aspects

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2022 WINNER UPDATES



- Used funds to purchase improved equipment to enhance offerings
- Launched new branch of business, creating an entirely new customer base and acquiring 19 new customers to date
- Revenue Growth: Projected 26% revenue growth (YoY) for 2025
- Client Growth: 21% increase in customers over last year (with 4 months left in the year)
- Job Growth: Hired first full time staff in March 2025. Over 20 independent contractors engaged annually
- Expanded Service Offerings: Added video content packages and social media management services to meet evolving client needs

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2023 WINNER UPDATES

- Used funds to go from private pay only to accepting insurance.
- Currently accepts 6 insurance carriers with more in the works
- Revenue Growth: 400% revenue growth since 2023
- Customer Growth: 350% increase in patient visits per week
- Job Growth: 300% increase in staff
- Improved Efficacy: 92% of patients that are discharged are discharged for having met goals vs attrition for moving
- Expanded Service Reach: Between 150–200% growth in school screening services
- Customer Validation: Best of Denton in 2024. Nominated for 3 Best of Denton categories in 2025



2024 WINNER UPDATES

- Used funds to funish second therapy office in order to hire a second therapist for the practice
- Revenue Growth: Projected 68% revenue growth (YoY for 2025)
- Customer Growth: 45% increase in clients
- Job Growth: 100% increase in staff
- Expanded Service Reach & Service Diversification: Pursuing EMDR training, providing more services and expanding clientele
- Enhanced Community Impact: Newfound ability to regularly donate to community causes, pay for sponsorships, and attend more tabling events

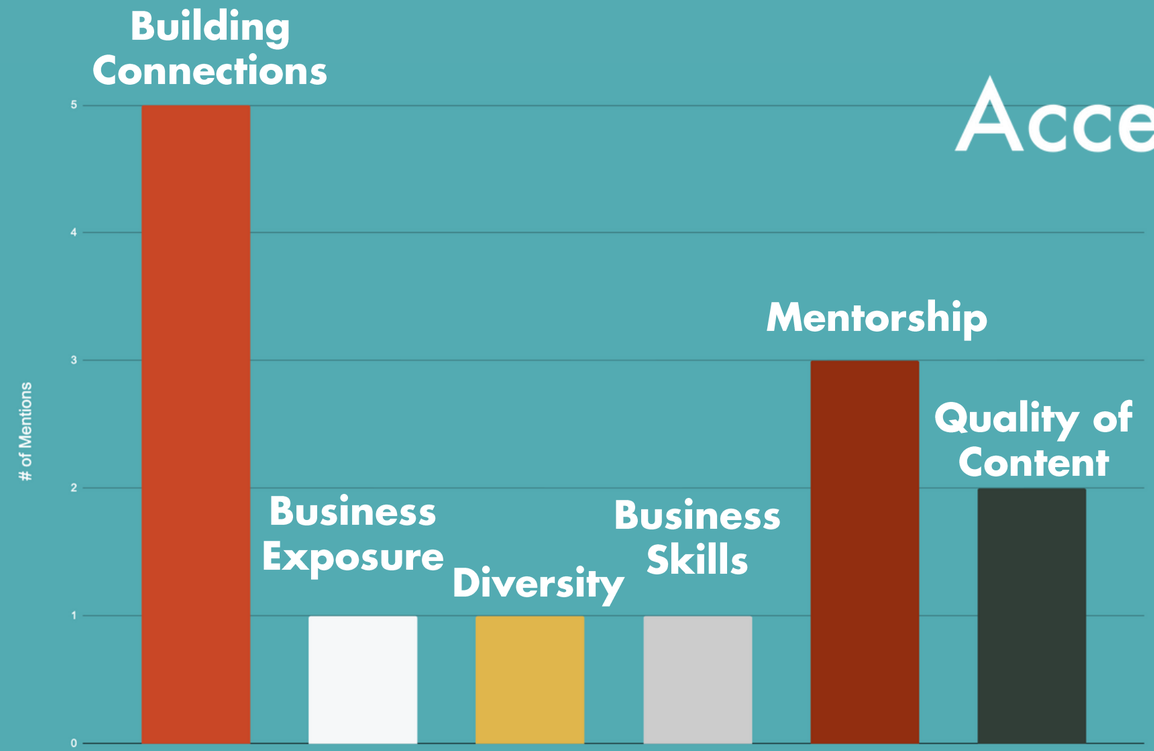




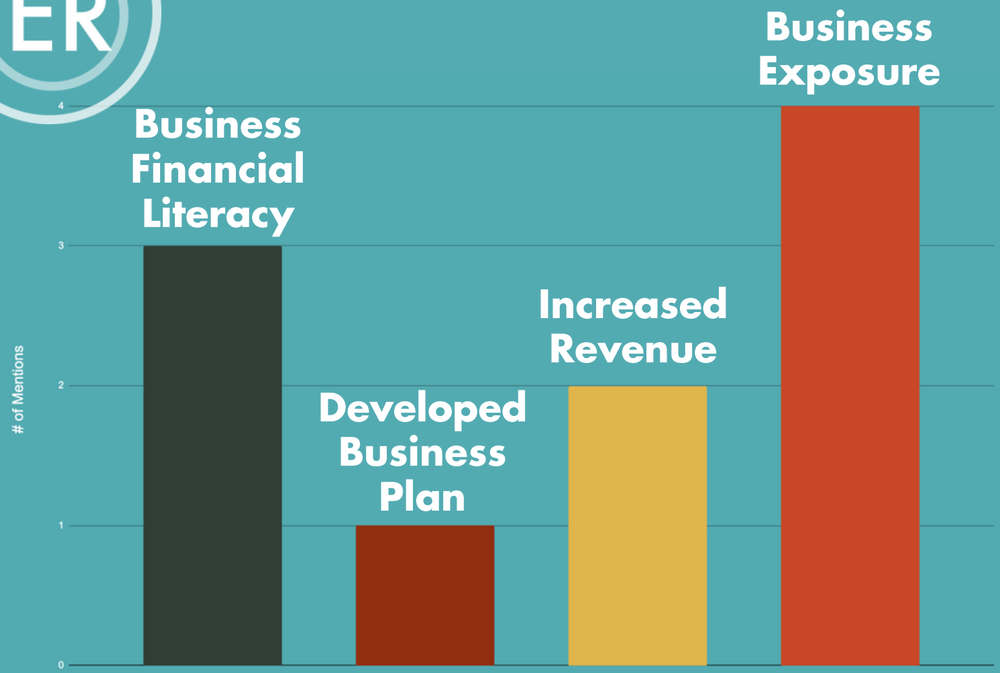


- 5 cohorts completed since 2020
- 34 female founders in total have completed the 5 month program
- Began hosting Alumni meetups on a quarterly basis
- 2025/2026 cohort of 7 begins in September

AccelerateHER

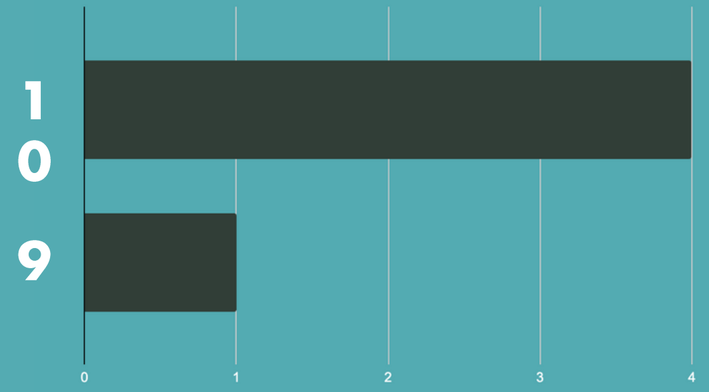


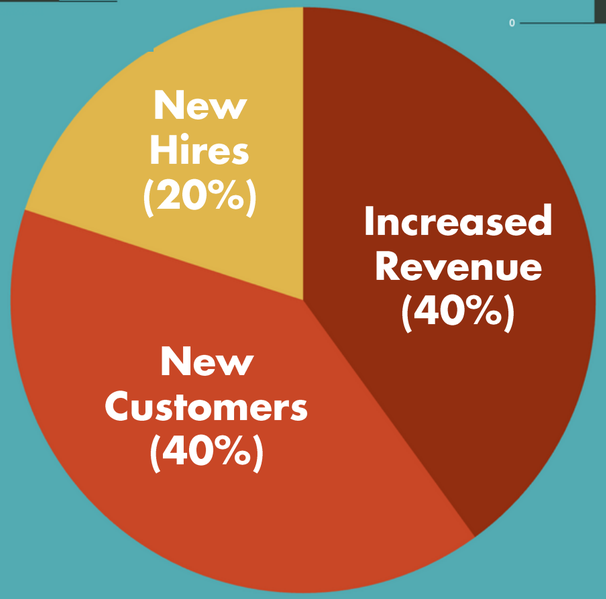
Most Beneficial Aspects



Business Outcomes

Effectiveness

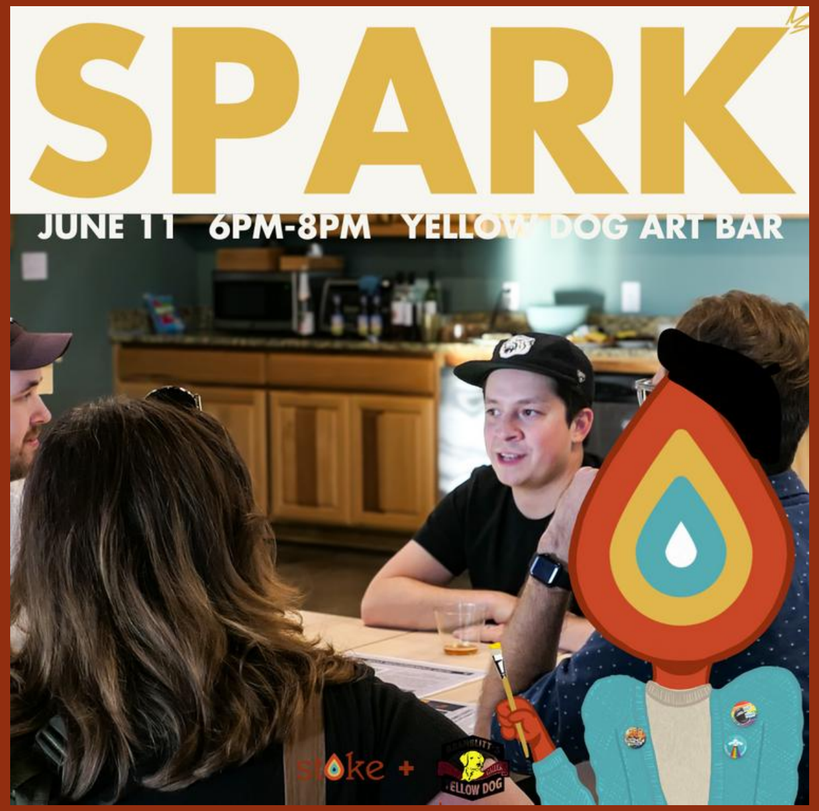




Reported Business Growth

ID25 - 1788; October 21, 2025







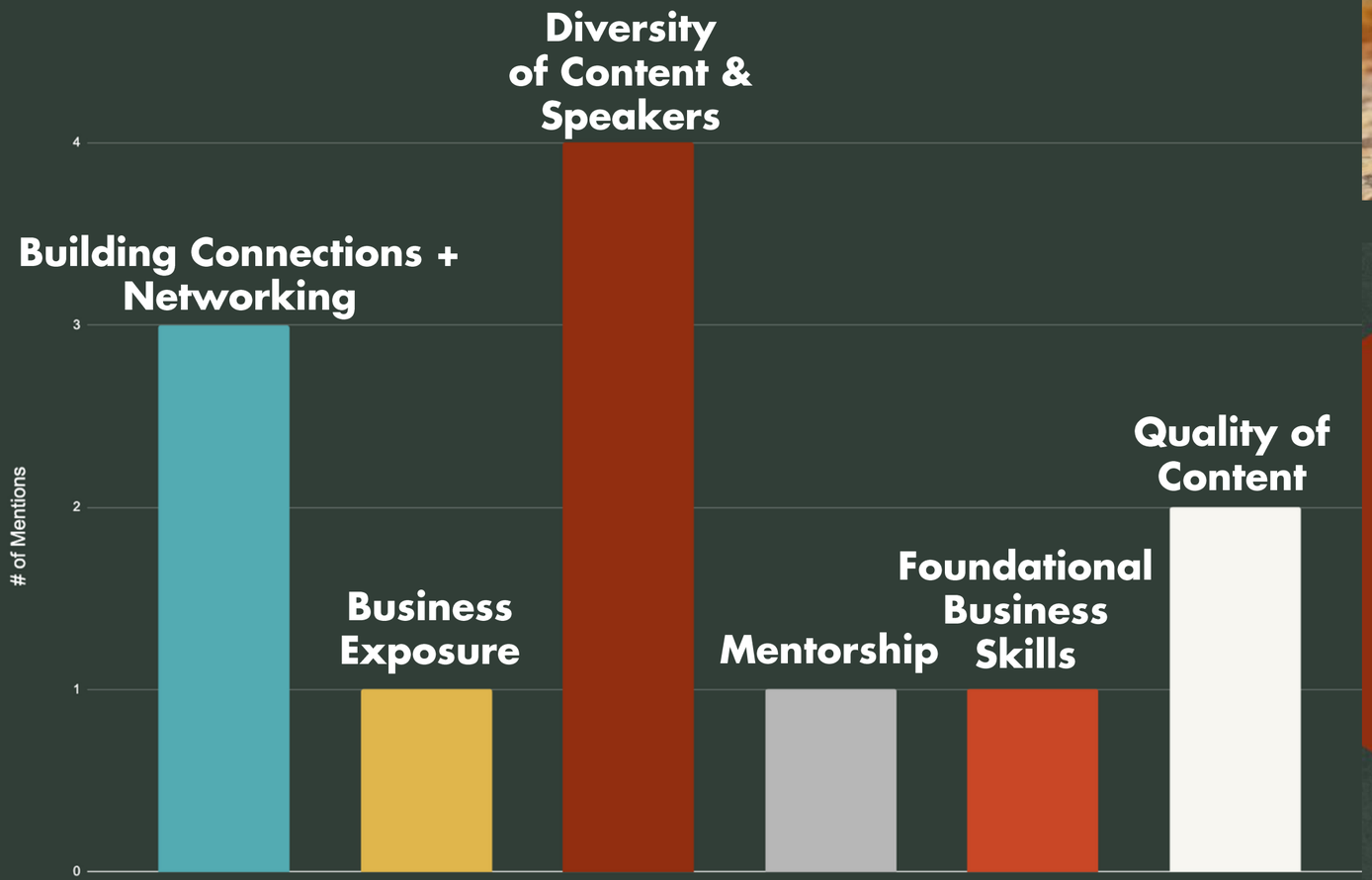
- Focus is networking + education for creative entrepreneurs
- 5 events since launching in March 2024
- 109 participants
- Attendees have included designers, musicians, videographers, writers, makers, artists, photographers, retail business owners and more

ID25 - 1788; October 21, 2025

COFFEE + CONVO

morning meetup with stoke

Most Beneficial Aspects



ID25 - 1788; October 21, 2025



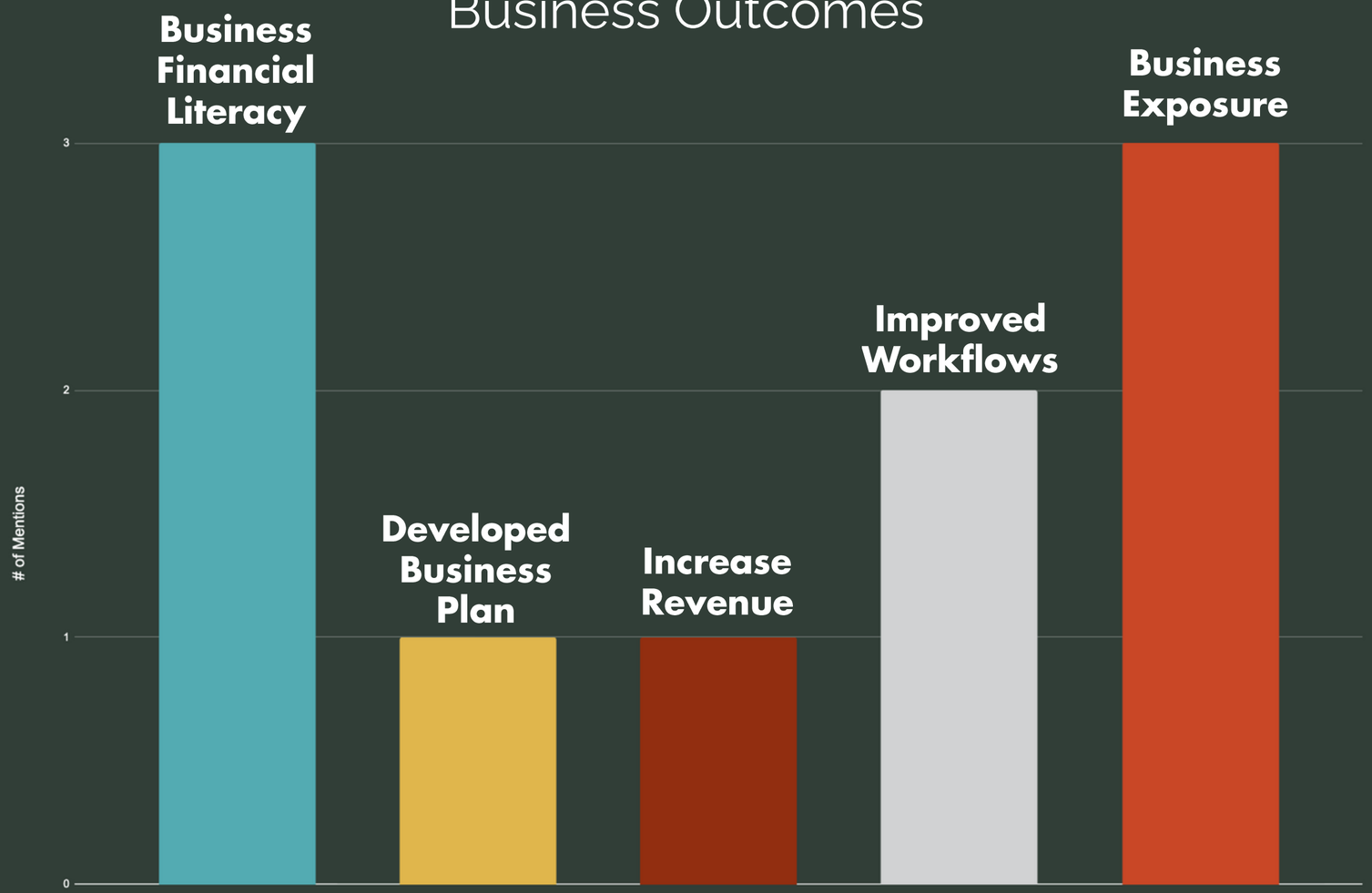




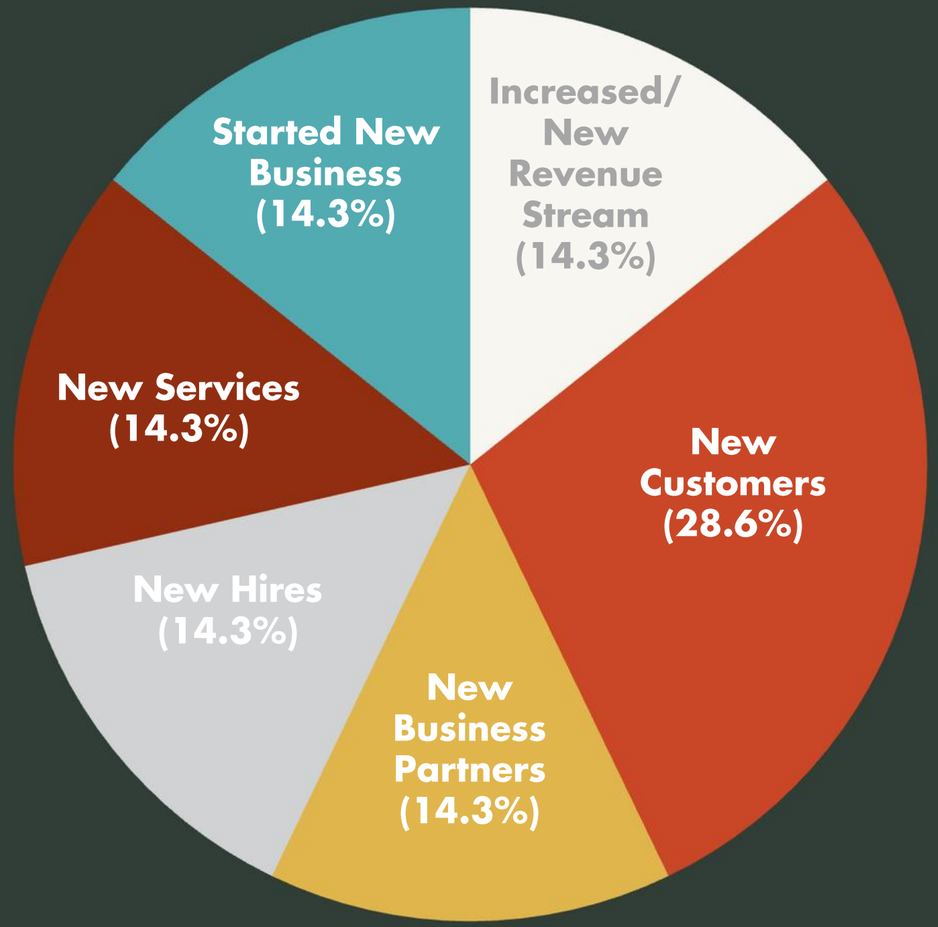
COFFEE + CONVO

morning meetup with stoke

Business Outcomes



Reported Business Growth



ID25 - 1788; October 21, 2025







- 85 attendees
- Lineup included 6 speaker sessions, 1 workshop, 2 networking opportunities, and First Strike kickoff event
- Free headshots for attendees
- Playbook provided for attendees including worksheets, resources, and networking prompts

flintconf







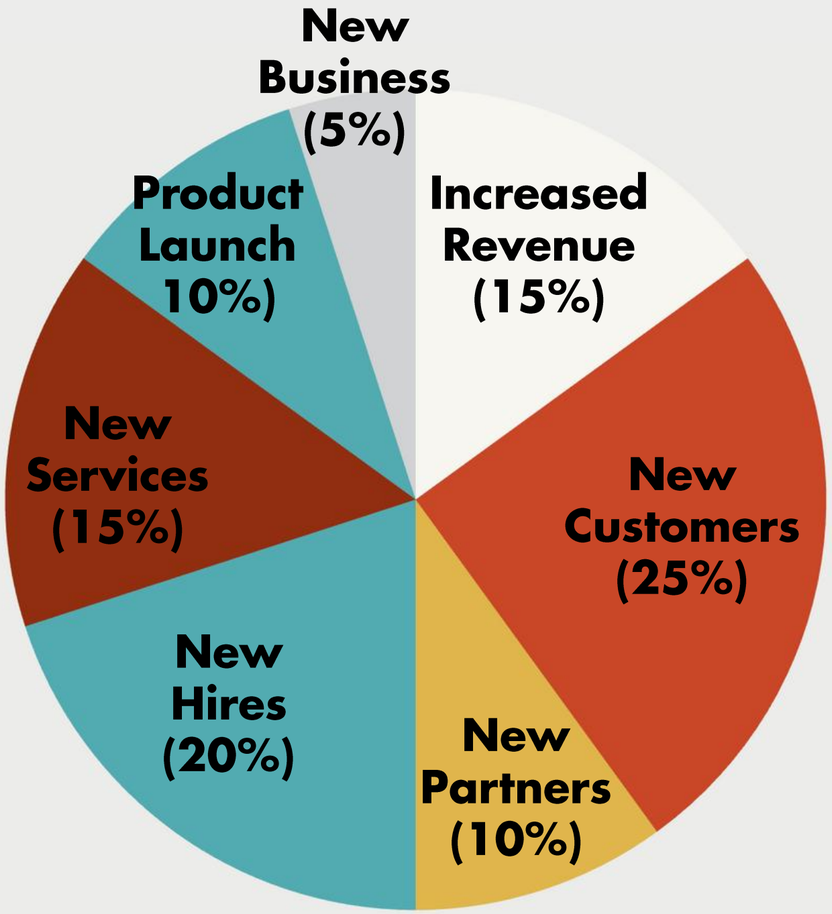




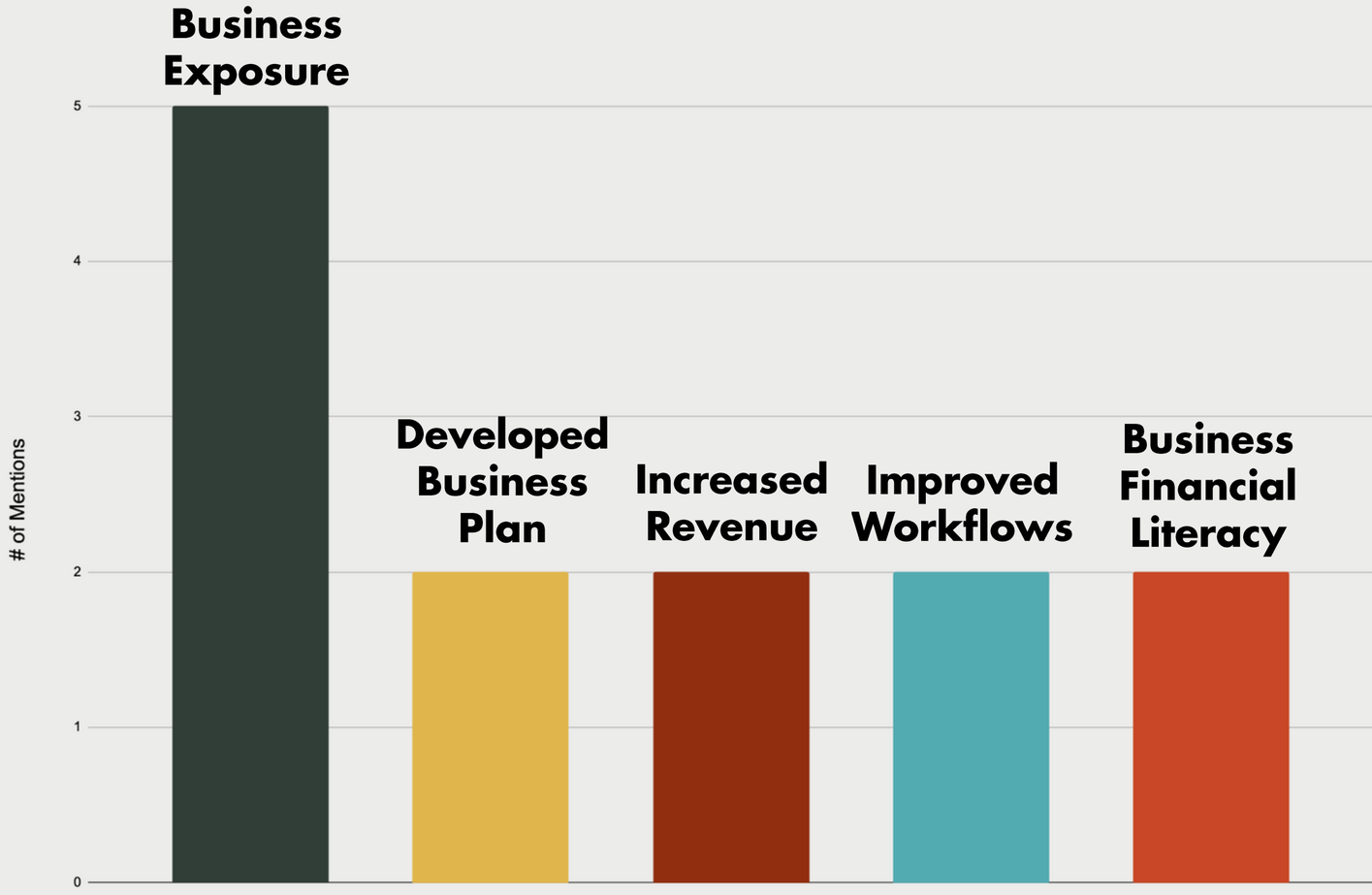


ID25 - 1788; October 21, 2025

flintconf

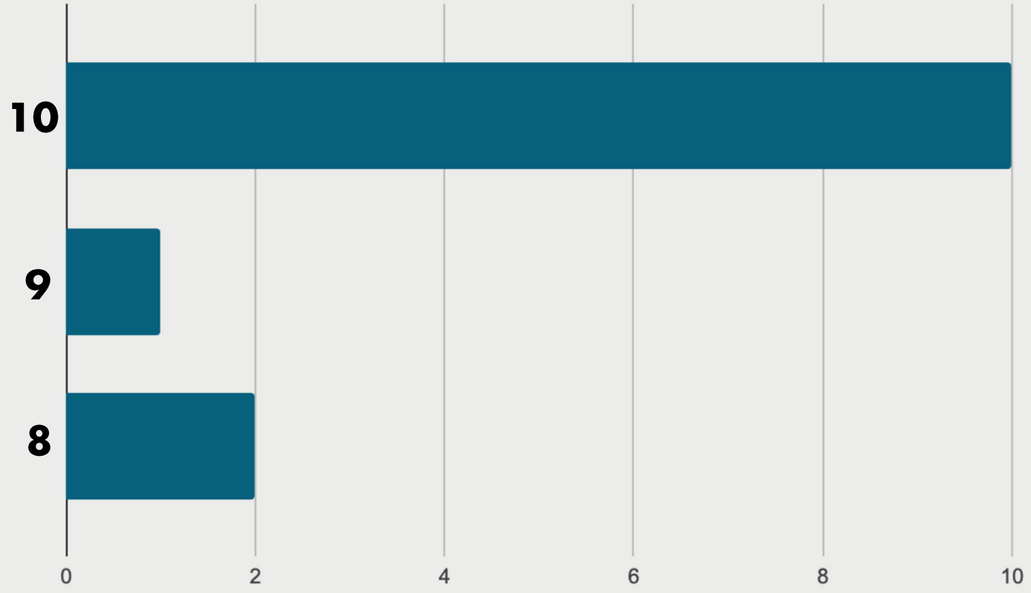


Reported Business Growth

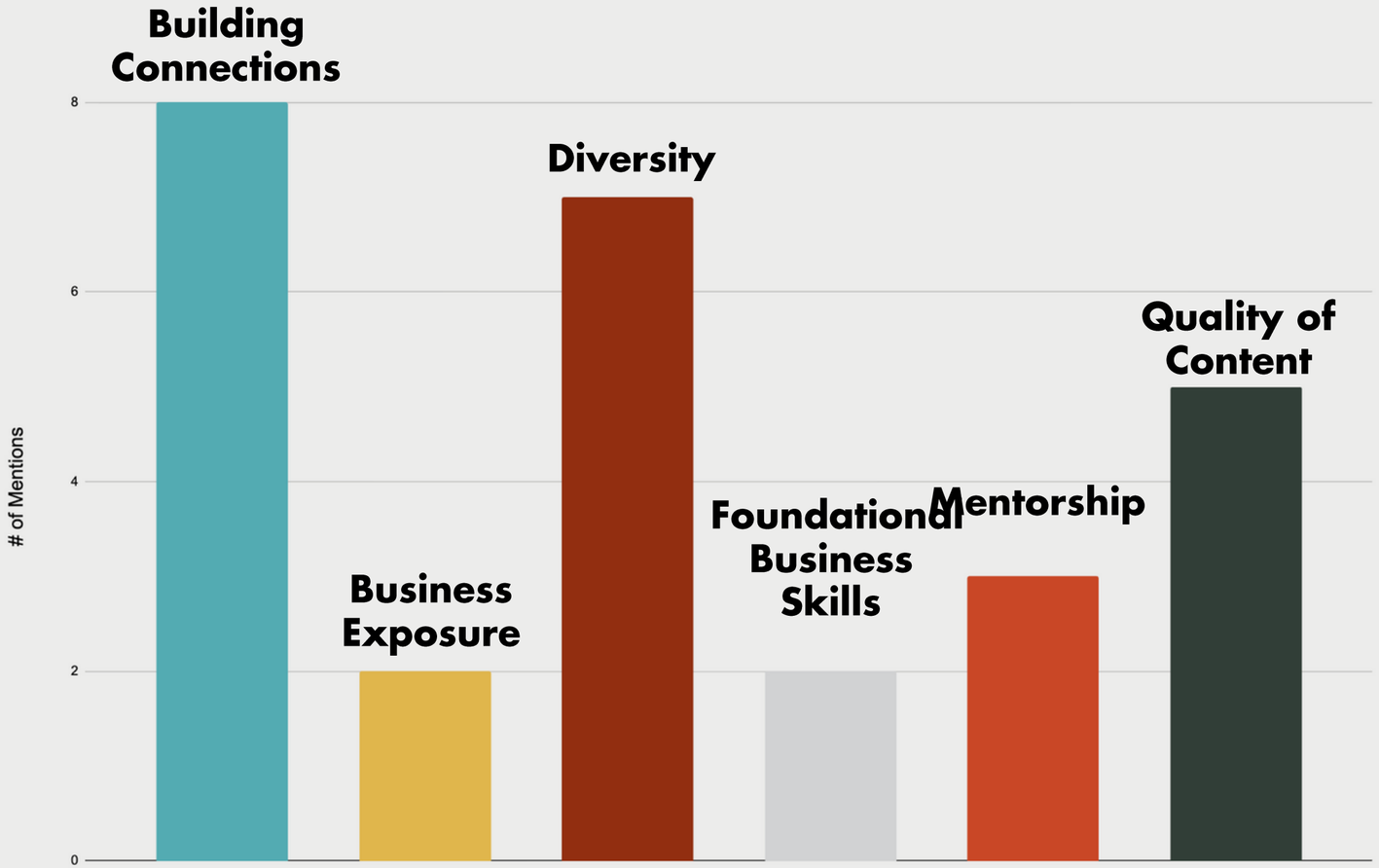


Business Outcomes

flintconf



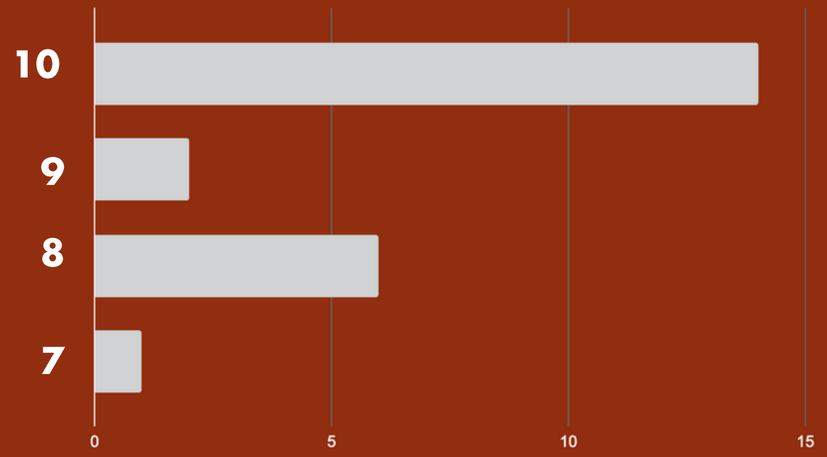
Effectiveness



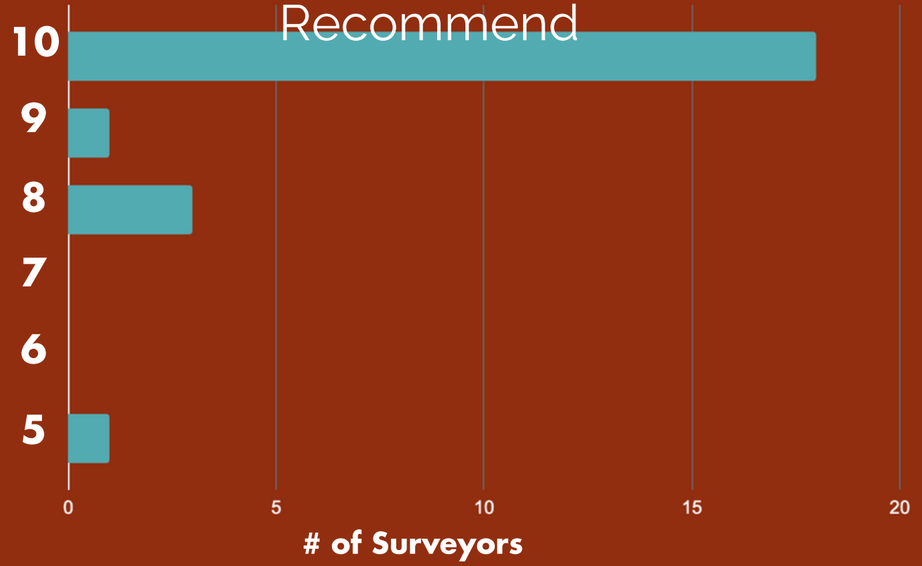
Most Beneficial Aspects

PROGRAM IMPACTS + OUTCOMES

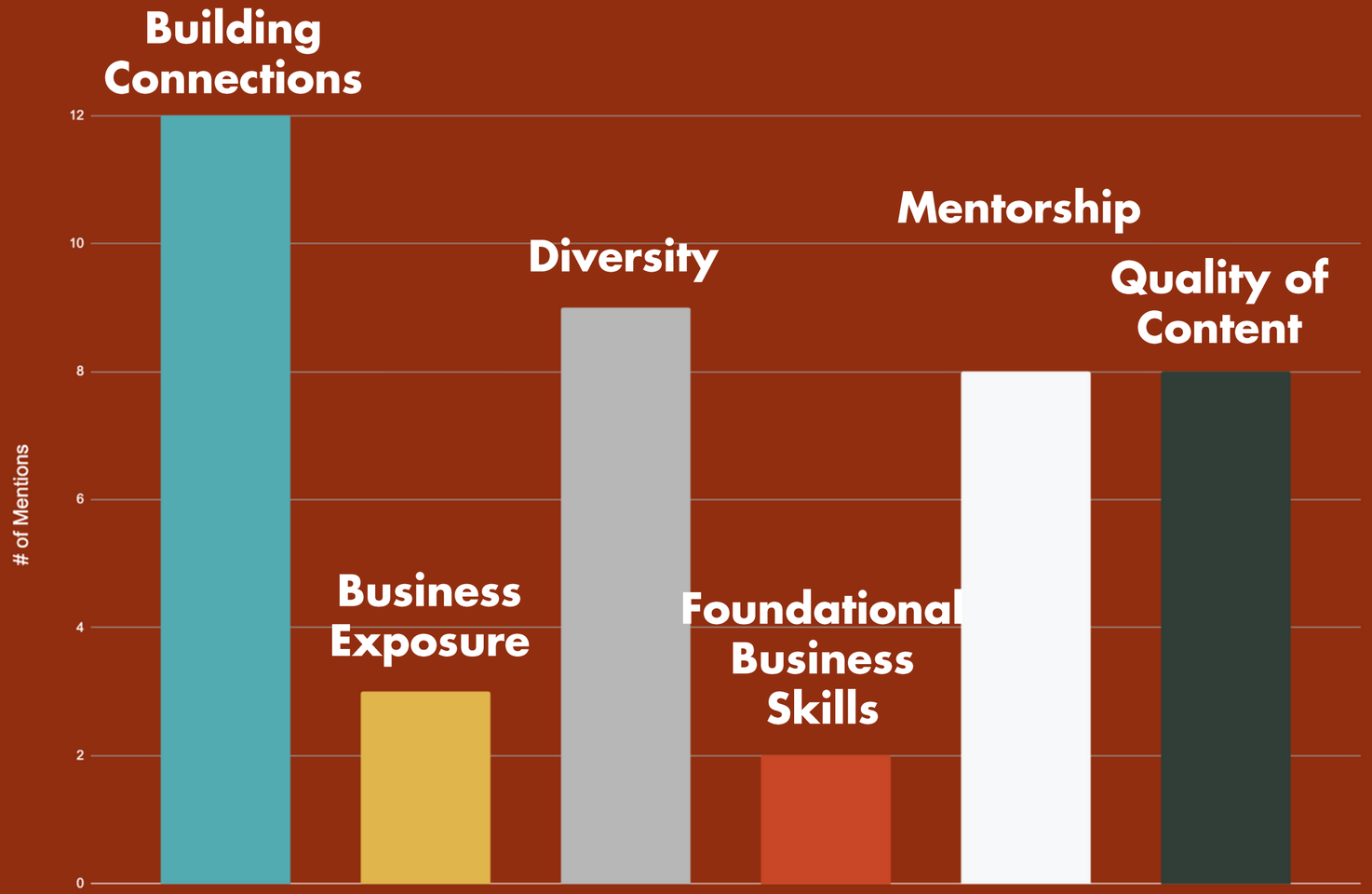
Overall Program Effectiveness



Likelihood to Recommend



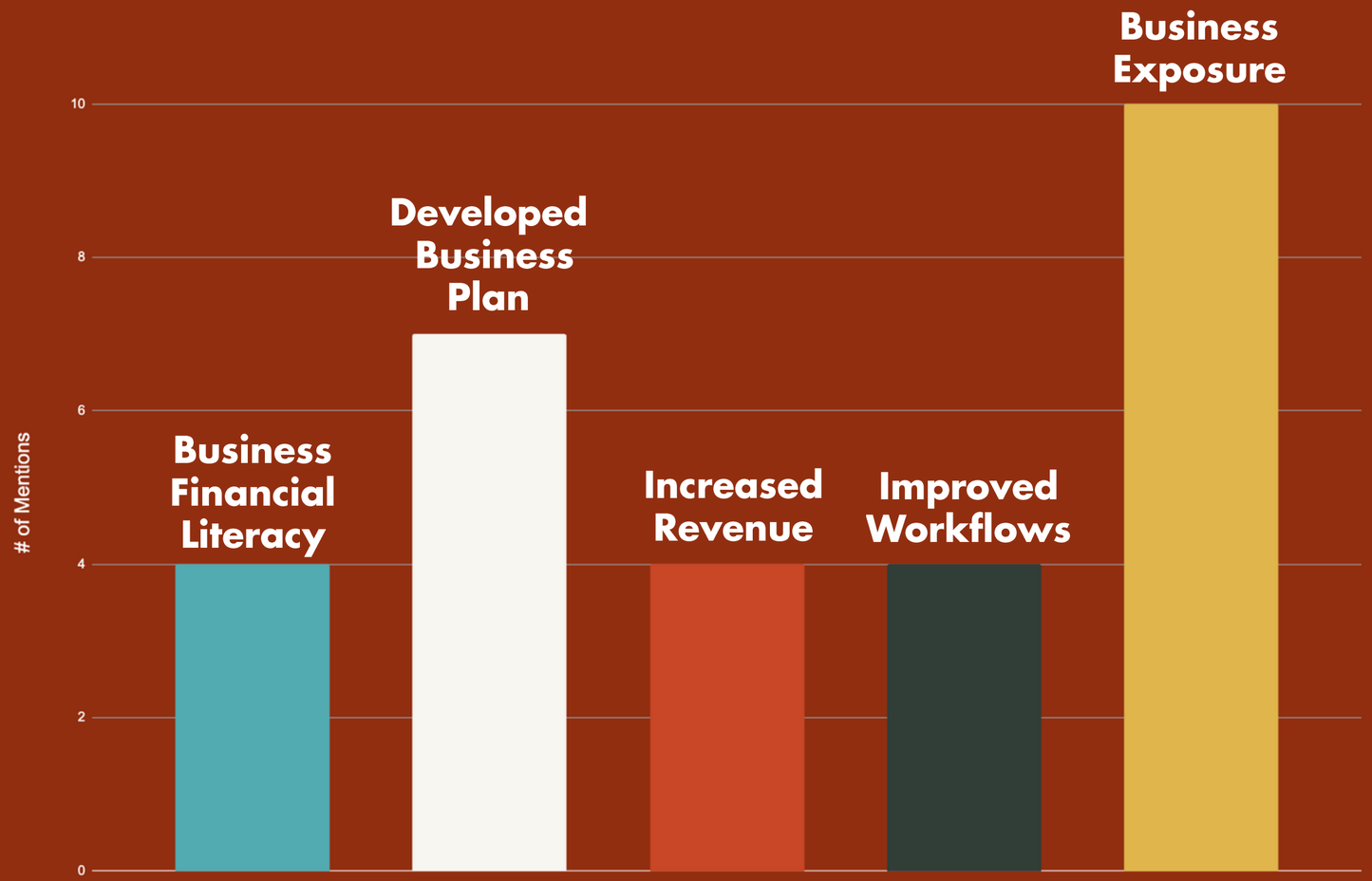
Most Beneficial Aspects of Stoke Programs



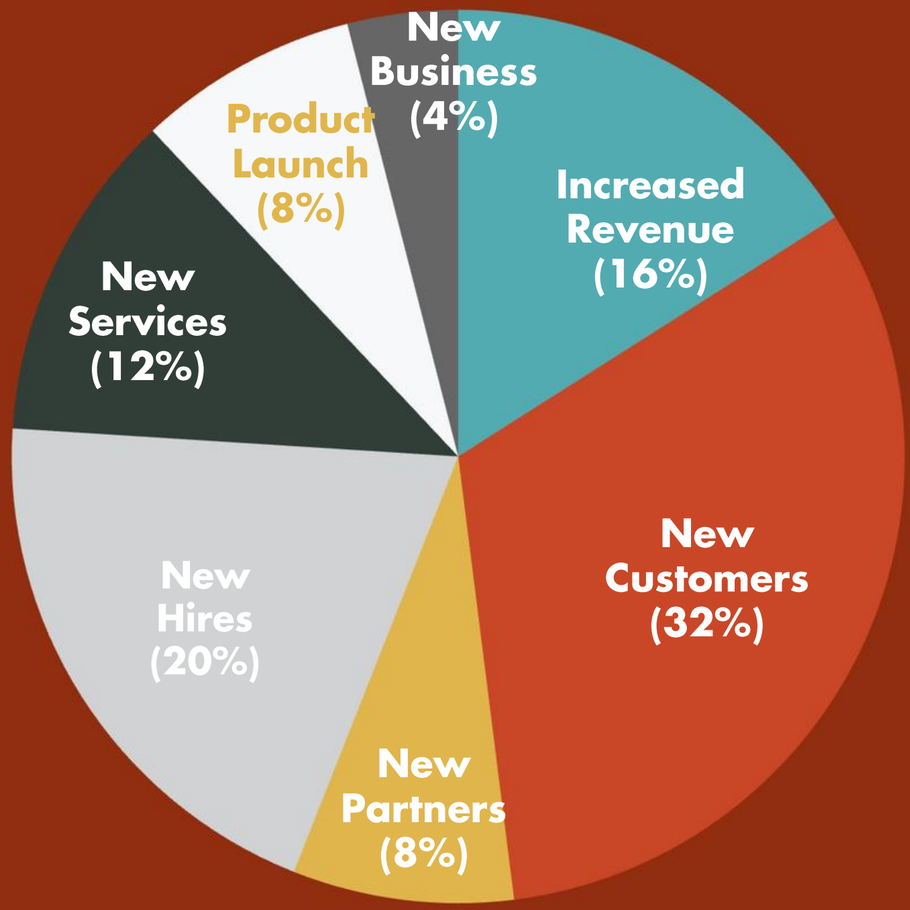
ID25 - 1788; October 21, 2025

PROGRAM IMPACTS + OUTCOMES

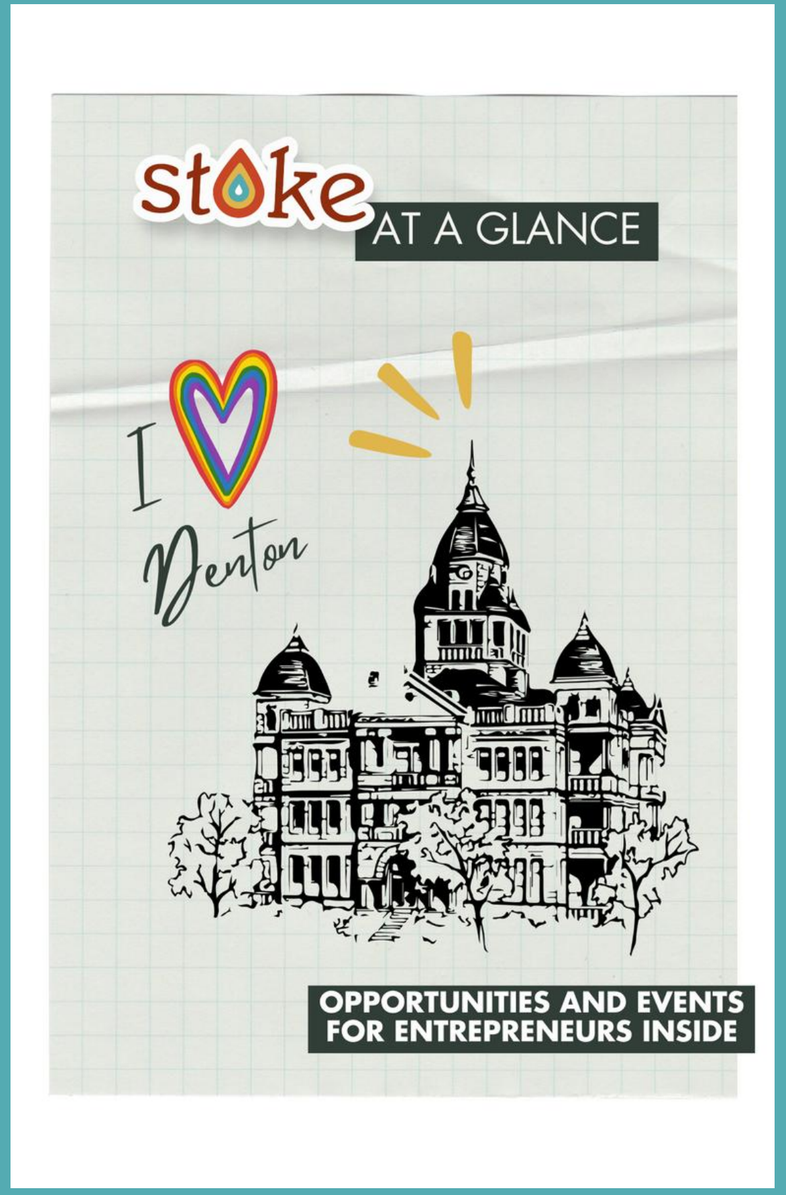
Business Outcomes for Stoke Programs



Reported Business Growth from Stoke Programs



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THANK YOU! QUESTIONS?

CONTRACT BACKGROUND

- The City seeks to support, encourage, and promote the public purpose of driving new business creation and job growth by fostering a sustainable startup community for entrepreneurs primarily in early-stage tech and tech-enabled businesses.

- In 2016 the City created a co-working space (Stoke) with access to resources to support entrepreneurship, small business development, and the development of tech and tech-enabled businesses and workers.

- In 2017 the City contracted with Hickory Rail Ventures for the management and operation of Stoke.

- The proposed contract is for one year with a not-to-exceed amount of $158,170

PROPOSED CONTRACT UPDATES FY25-26

- Added:
  - "Generate earned media" – Item was included in the work plan, but not the agreement.
  - Tracking economic impact (sales tax, property tax, etc.) of the businesses Stoke serves including competition awards recipients and member companies.
  - Additional reporting metrics
- Changes in FY 25-26 contract include removal of completed items and items no longer relevant.
  - "Revise the funding requirements for the EDP Investment Fund to be more inclusive of innovative startups that might not meet current thresholds for employment and capital investment ."
    - Investment Fund was updated in 2022.
  - "~~Launch~~ maintain accelerator program that focuses on women entrepreneurs in partnership with Texas Woman's University."

STRATEGIC PLAN ALIGNMENT

- 2B: Creative Denton
- Goal 3: Strengthen Community Inclusion



2B. CREATIVE DENTON

Photo by Annie Spratt via Unsplash

THE VALUE

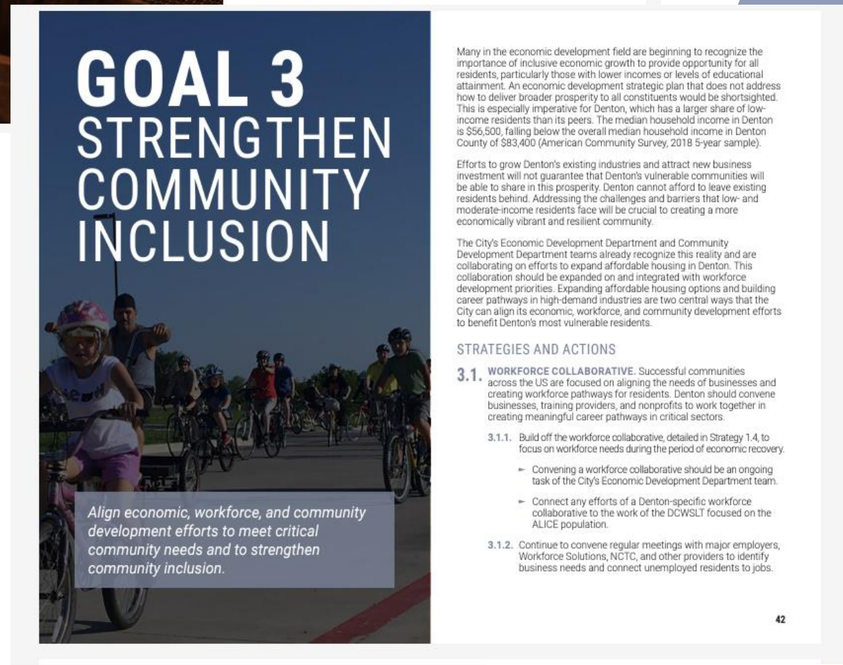
Denton's reputation for arts and culture makes it a standout destination within the DFW Metroplex. Its cultural assets not only foster quality of place but also create an economic advantage. Over the past decade, a budding creative economy has attracted entrepreneurs to Denton, making the City a hub for big ideas and innovation. Denton has a vibe unlike any other community in the region. By continuing to nourish this creative ecosystem, the City can flourish and become a vibrant destination for talent and investment.

THE ANCHORS

From higher education to coworking spaces, Denton's creative economy is anchored by diverse and thriving institutions. TWU and UNT are catalysts for innovation and drivers of the City's talent pipeline. Stoke is the heartbeat of Denton's startup scene, providing a hub for entrepreneurs near downtown amenities. Embracing and strengthening these anchor institutions will not only attract growth but also ensure that the creative elements at the heart of Denton's culture will continue to thrive.

THE ECOSYSTEM

In recent years, a strong cluster of education technology companies has emerged in Denton. The presence of two universities along with strong support for entrepreneurs has made Denton an ideal location for edtech startups. Events such as the Denton Black Film Festival have also drawn tourists to Denton and strengthened community ties. However, Denton's creative economy requires additional support, including stronger connections to the DFW tech scene and venture capital. The City can nurture Creative Denton by cultivating relationships with DFW capital sources and raising public awareness of Denton artists and entrepreneurs.



GOAL 3 STRENGTHEN COMMUNITY INCLUSION

Align economic, workforce, and community development efforts to meet critical community needs and to strengthen community inclusion.

Many in the economic development field are beginning to recognize the importance of inclusive economic growth to provide opportunity for all residents, particularly those with lower incomes or levels of educational attainment. An economic development strategic plan that does not address how to deliver broader prosperity to all constituents would be shortsighted. This is especially imperative for Denton, which has a larger share of low-income residents than its peers. The median household income in Denton is $56,500, falling below the overall median household income in Denton County of $83,400 (American Community Survey, 2018 5-year sample).

Efforts to grow Denton's existing industries and attract new business investment will not guarantee that Denton's vulnerable communities will be able to share in this prosperity. Denton cannot afford to leave existing residents behind. Addressing the challenges and barriers that low- and moderate-income residents face will be crucial to creating a more economically vibrant and resilient community.

The City's Economic Development Department and Community Development Department teams already recognize this reality and are collaborating on efforts to expand affordable housing in Denton. This collaboration should be expanded on and integrated with workforce development priorities. Expanding affordable housing options and building career pathways in high-demand industries are two central ways that the City can align its economic, workforce, and community development efforts to benefit Denton's most vulnerable residents.

STRATEGIES AND ACTIONS

3.1. WORKFORCE COLLABORATIVE. Successful communities across the US are focused on aligning the needs of businesses and creating workforce pathways for residents. Denton should convene businesses, training providers, and nonprofits to work together in creating meaningful career pathways in critical sectors.

3.1.1. Build off the workforce collaborative, detailed in Strategy 1.4, to focus on workforce needs during the period of economic recovery.

- Convening a workforce collaborative should be an ongoing task of the City's Economic Development Department team.
- Connect any efforts of a Denton-specific workforce collaborative to the work of the DCWSLT focused on the ALICE population.

3.1.2. Continue to convene regular meetings with major employers, Workforce Solutions, NCTC, and other providers to identify business needs and connect unemployed residents to jobs.

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RECCOMENDATIONS

- Economic Development Partnership Board Recommends Approval (6-0-1)

ID25 - 1788; October 21, 2025

THANK YOU

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

ACM: **Christine Taylor**

DATE: **October 21, 2025**

SUBJECT

Consider approval of a resolution of the City of Denton nominating Tetra Pak Inc, to the Office of the Governor Economic Development and Tourism through the Economic Development Bank as an Enterprise Project; and providing an effective date. The Economic Development Partnership Board recommends approval (7-0).

BACKGROUND

Texas Enterprise Zone Program

The Texas Enterprise Zone Program is a State of Texas economic development tool to promote job creation and capital investment in economically distressed areas of the state. Successful applicants are eligible to apply for state sales and use tax refunds on qualified expenditures, based on their capital investment and number of jobs created/retained. The possible value a project could receive is determined by multiplying the maximum number of jobs allocated by the maximum potential refund in the level of capital investment category.

Level of Capital Investment	Maximum Number of Jobs Allocated	Maximum Potential Refund	Maximum Refund Per Job Allocated
Half Enterprise Project $40,000 to $5,000,000 or more	250	$625,000	$2,500
Enterprise Project $5,000,000 to $149,999,999	500	$1,250,000	$2,500
Double Jumbo Project $150,000,000 to $249,999,999	500*	$2,500,000	$5,000
Triple Jumbo Project $250,000,000 or more	500*	$3,750,000	$7,500

**Double and Triple Jumbo Projects may not count retained jobs for benefit. A Double Jumbo and Triple Jumbo Project must create at least 500 jobs.*

To apply for the TEZ program, a project must first seek a nomination from a local community. Communities have a limited number of project designations (Denton has 6) and the state has a maximum number of designations that can be awarded per biennium (105). This is the second project nominated this biennium by Denton. If both projects are approved, this would leave 4 nominations for the biennium.

A project can be located either inside or outside of a designated Enterprise Zone. For projects within an Enterprise Zone, the company must commit that 25% of new/retained employees will meet economically disadvantaged criteria, or be residents of an enterprise zone, or are veterans. For projects outside of an Enterprise Zone, the company must commit that 35% of new/retained employees will meet economically disadvantaged criteria, or be residents of an enterprise zone, or are veterans.

Key aspects of the Texas Enterprise Zone (TEZ) Program are:

- The local city or county must nominate the qualified company as an Enterprise Project.
- Projects may be physically located in or outside of an Enterprise Zone. The location determines the percent of new employees that must meet economically disadvantaged or Enterprise Zone residence requirements.
- The Enterprise Project must be nominated for a designation period of not less than one year and up to five years, non-inclusive of a 90-day window prior to the application deadline. Employment and capital investment commitments must be incurred and met within this timeframe.
- Applications are scored on criteria that reflect the distress of the area, state priority, and local and private effort.

A simplified graphic of the TEZ process is included below.



Proposed Nomination: Tetra Pak Inc.

Tetra Pak Inc. is an existing Denton business, which provides its clients with aseptic and other packaging products. The company is a multinational food packaging and processing sub-company of Tetra Laval, with head offices in Lund, Sweden, and Lausanne, Switzerland. Tetra Pak Inc. offers packaging, filling machines and processing for dairy, beverages, cheese, ice-cream and prepared food, including distribution tools like

accumulators, cap applicators, conveyors, crate packers, film wrappers, line controllers, laminators and straw applicators.

The City nominated Tetra Pak Materials for a Texas Enterprise Zone project in August of 2018, which involved an additional investment of $15 million in business personal property at their Denton facility, as well as retaining their existing workforce of 375 full-time employees, at that time. This investment consisted of installing a new laminator machine that enabled Tetra Pak to meet increasing demand for aseptic screw-top sports nutrition, protein drink and other containers. Tetra Pak originally received a four-year 65% tax abatement for expanding their facility (32,000 square feet) and relocating their corporate headquarters operations from Chicago to Denton in 2013. The company created a total of thirty-two new jobs with the expansion.

About the Project
Tetra Pak Inc. plans on investing over $12 million in upgrades to their current facility, which includes the following:

- $1.5 million to replace gas-powered rooftop HVAC units with more energy-efficient electric alternatives
- $7 million for facility enhancements such as employee breakroom upgrades, new sprinkler systems, and replacement of roofs, doors, and windows
- $3.5 million to complete the build-out of the Customer Innovation Center, which will serve as a collaborative space where Tetra Pak partners can meet directly with clients to develop innovative and customized product packaging solutions

If designated as an Enterprise Project by the State of Texas, Tetra Pak Inc. commits to hiring twenty-five percent (25%) economically disadvantaged persons, enterprise zone residents or veterans, for its new or replacement personnel for certified jobs, during its Enterprise Project designation. Tetra Pak Inc. currently employs 593 employees and plans to create 20 new jobs that will qualify for program. The company may qualify for up to $1,250,000 under the program (Enterprise project: 500 (cap) new and retained jobs x $2,500 = $1,250,000 maximum potential refund).

The benefits of nominating Tetra Pak Inc. to the TEZ program:

- To Tetra Pak Inc.:
  - Company can apply to receive a state sales and use tax refund
- To Denton:
  - 25% of new jobs created or existing positions that turn over will be filled by people who are either economically disadvantaged, are residents of an enterprise zone within the City's jurisdiction, or are veterans.
  - This nomination has no fiscal impact to City.

FISCAL INFORMATION
Nominating Tetra Pak Inc. as an Enterprise Project has no fiscal impact to the City.

RECOMMENDATION
Staff recommends that the Denton City Council approve a resolution nominating Tetra Pak Inc., to the Office of the Governor Economic Development and Tourism through the Economic Development Bank as an Enterprise Project.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
The Economic Development Partnership Board recommended approval at the meeting on October 8, 2025.

EXHIBITS
Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Resolution
Exhibit 3 – TEZ Program Overview

Respectfully submitted:
Erica Sullivan
Economic Development Program Administrator

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON NOMINATING TETRA PAK INC, TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") has previously passed Ordinance No. 2016-213, electing to participate in the Texas Enterprise Zone Program ("Program") authorized by Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code ("Act"), and the local economic development incentives available in the City are the same on this date as those outlined in Ordinance 2016-213; and

WHEREAS, the City amended Ordinance No. 2016-213 to revise the City's liaison for communications and to clarify the list of possible incentives that the City may offer through Ordinance 18-1366; and

WHEREAS, the local economic development incentives offered under this resolution and available in the City are the same on this date as those outlined in Ordinance 2016-213, as amended by Ordinance 18-1366; and

WHEREAS, the Governor's Office of Economic Development and Tourism ("EDT") through the Economic Development Bank ("EDB") will consider the project proposed by Tetra Pak Inc. ("Tetra Pak") as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the City and to provide employment to residents in such areas and to other economically disadvantaged individuals; and

WHEREAS, pursuant to the Act, Tetra Pak has applied to the City for designation of an expansion project located at 3300 Airport Road, Denton, Texas 76207 (the "Project") as an enterprise project; and

WHEREAS, the City finds that the Project meets the criteria for designation as an enterprise project as required by the Act based on the following factors:

1. Tetra Pak is a "qualified business" under Section 2303.402 of the Act because it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located inside of an enterprise zone and at least twenty-five percent (25.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and

2. The Project is located in an area designated as an Enterprise Zone under the Act; and

3. There has been and will continue to be a high level of cooperation between the public, private, and neighborhood entities in the area; and

4. The designation of the Project as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City Council finds that Tetra Pak meets the criteria for tax relief and other incentives adopted by the City and described in Ordinance No. 2016-213, as amended by Ordinance No. 18.1366, and nominates the Project for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City Council finds that it is in the best interest of the City to nominate Tetra Pak for an enterprise project pursuant to the Act; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The above recitals are found to be true and incorporated in the body of this Resolution as if fully set forth below.

SECTION 2. The City Council nominates Tetra Pak, to the EDT, through the EDB, as an enterprise project that shall take effect on the date of designation of the enterprise project by the EDT and terminate five (5) years after the date of designation.

SECTION 3. Tetra Pak is a "qualified business", as defined in Section 2303.402 of the Act, and the Project meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

SECTION 4. This resolution shall become effective immediately upon its passage and approval.

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

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

PASSED AND ADOPTED this the _____ day of _____ 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRED REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____ Scott Bray Deputy City Attorney
Deputy City Attorney

TEXAS ENTERPRISE ZONE PROGRAM

Economic Development & Tourism | Office of Texas Governor Greg Abbott

Program Objective

The Texas Enterprise Zone program is an economic development tool for local communities to partner with the State of Texas to encourage job creation and capital investment in economically distressed areas of the state.

Participation

For a business to receive state tax incentives under the Texas Enterprise Zone Program, the local community must nominate it for enterprise project designation. Each local community has a limited number of projects allocated and the state has a maximum number of 105 that can be awarded per biennium. Applications are accepted quarterly with the deadlines on the first working day of March, June, September, and December. Applications received after 5:00 p.m. for each quarterly application deadline date will not be considered for that current round.

FY 20-21 Biennium Project Deadlines

Quarterly Deadline	90-Day Window	Expiration Date	Job Certification
9/1/2021	4/26/2021	9/1/2026	3/1/2028
12/1/2021	7/21/2021	12/12026	6/1/2028
3/1/2022	10/18/2021	3/1/2027	9/1/2028
6/1/2022	1/24/2022	6/1/2027	12/1/2028
9/1/2022	4/26/2022	9/1/2027	3/1/2029
12/1/2022	7/22/2022	12/1/2027	6/1/2029
3/1/2023	10/14/2022	3/1/2028	9/3/2029
6/1/2023	1/24/2023	6/1/2028	12/3/2029

Participation Requirements

- Enterprise project designation is up to a five year period, in addition to a 90-day window prior to the quarterly deadline application/designation date as outlined above. Employment and capital investment commitments must be incurred and met within the 90-day window through the designation expiration date.
- Projects may be physically located inside or outside of an Enterprise Zone.
- If located within a zone, the company commits that 25% of their new employees will meet economically disadvantaged, enterprise zone residency, or veteran requirements.
- If located outside of a zone, the company commits that 35% of their new employees will meet economically disadvantaged, enterprise zone residency, or veteran requirements.
- Jobs must provide employment of at least 1,820 hours during a 12-month period.
- Jobs must exist through the end of the designation period, or at least three years after the date on which a state benefit is received, whichever is later.

Benefits to participation

Designated projects are eligible to apply for state sales and use tax refund on taxable items. The level and amount of refund is related to the capital investment and jobs created and/or retained at the qualified business site.

Level of Capital Investment	Maximum number of jobs allocated	Maximum potential refund	Maximum refund per job allocated
Half Enterprise Project			
$40,000 to $399,999	10	$25,000	$2,500
$400,000 to $999,999	25	$62,500	$2,500
$1,000,000 to $4,999,999	125	$312,500	$2,500
$5,000,000 or more	250	$625,000	$2,500
Enterprise Project			
$5,000,000 or more	500	$1,250,000	$2,500
Double Jumbo Project			
$150,000,000 to $249,999,999	500	$2,500,000	$5,000
Triple Jumbo Project			
$250,000,000 or more	500	$3,750,000	$7,500

Double and Triple Jumbo Projects may not have retained jobs for benefit. A triple jumbo enterprise project must create at least 500 jobs.

Capital investment is money paid to purchase capital assets or fixed assets including but not limited to land, buildings, labor used to construct or renovate a capital asset, furniture, manufacturing machinery, computers and software, or other machinery and equipment. Property that is leased under a capitalized lease is considered a qualified capital investment but property that is leased under an operating lease is not considered a qualified capital investment.

NOTE: if using a contractor to construct the facility, a "separated contract" (a contract in which the agreed contract price is divided into separately states prices for materials and labor) must be executed. If a "lump sum" contract is executed, a claim for refund of taxes invoiced to, and paid by a third party, will not qualify for a refund under this Program. Please call the Comptroller of Public Accounts' Office at 1-800-531-5441 ext. 51083 if you have any questions regarding this issue.

Local communities may offer benefits to participants under the enterprise zone program as well. These may include tax abatement, tax increment financing, one-stop permitting and others.

Enterprise Zone

An enterprise zone is a census tract block group that has 20% or more poverty rate based upon the most recent decennial census federal poverty level information, a distressed county, a federally designated zone or renewal community.

Fee

There is a non-refundable application fee for consideration of an enterprise project designation. Enterprise projects will be assessed 3% on the amount of any refund benefit received under the state enterprise zone program.

Contact Information

For additional information on the Texas Enterprise Zone Program call (512) 936-0100.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **October 21, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, a Texas home-rule municipal corporation, authorizing the City Manager to execute standard vendor forms from City vendors, City account holders, and other similar entities related to previously executed contracts in which the City is a party, the City being created as a payee, or as part of the day to day finance and procurement operation; and declaring an effective date.

BACKGROUND

The City receives requests for credit information from vendors as their standard practice. The Finance and Procurement departments jointly created a standing Credit Information document which provides pertinent information normally requested in a credit inquiry. This document is provided during the procurement process when completing bid documents for the chosen vendor. It is also provided to commercial customers establishing the City as vendor in their own ERP system.

On occasion, the Credit Information document is not accepted due to the vendor requiring their own form be completed. The vendor forms vary, and many require a signature attesting to the information the City is providing. This ordinance will provide delegation to the City Manager or their designee to complete, review and sign the external forms to remove the need for each to be submitted to the City Council for approval.

RECOMMENDATION

Staff recommends the adoption of this ordinance.

EXHIBITS

1. Agenda Information Sheet
2. City's Credit Information
3. Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance

Prepared by:
Randee Klingele
Treasury Manager

Finance Department
215 E. McKinney St., Denton, TX 76201 • (940) 349-8566

The City of Denton Credit Information

This document is provided in place of the city completing any external documents.

Bill To
City of Denton
Finance Department (Attn: Accounts Payable)
215 E. McKinney St.
Denton, TX 76201-4299
Phone: 940-349-8200
Fax: 940-349-7789
accountspayable@cityofdenton.com

Ship To
City of Denton
Central Receiving (Or Attn: Dept.)
901 B Texas St.
Denton, TX 76209
Phone: 940-349-8437
Fax: 940-349-7338

EIN 75-6000514

Bank: Wells Fargo Bank, NA
1445 Ross Avenue, Floor 23, Ste.# 2314
Dallas, TX 75202 (1-800-299-3557)

Credit References:

1. Kimberly-Horn and Associates, Inc. 100 W. Oak Street, Ste. 203, Denton, TX 76201 972-770-1300
2. Tyler Technologies, Inc. 5101 Tennyson Parkway, Plano, TX 75024 972-713-3700
3. Techline, Inc. 9609 Beck Circle, Austin, TX 78758 Phone: 512-833-5410

Banking information will be provided by the Treasury Manager or Assistant Director of Finance upon request.

Department Emails:

- Purchasing@cityofdenton.com
- Accountspayable@cityofdenton.com

Authorized Buyers:

- Crystal Westbrook, Senior Buyer
- Erica Garcia, Senior Buyer
- Gabby Leeper, Senior Buyer
- Ginny Brummet, Buyer
- Christina Dormady, Buyer
- Kayle Clark, Buyer
- Doritha Cunningham, Assistant Buyer
- Page Patton, Assitant Buyer

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE STANDARD VENDOR FORMS FROM CITY VENDORS, CITY ACCOUNT HOLDERS, AND OTHER SIMILAR ENTITIES RELATED TO PREVIOUSLY EXECUTED CONTRACTS IN WHICH THE CITY IS A PARTY, THE CITY BEING CREATED AS A PAYEE, OR AS PART OF THE DAY TO DAY FINANCE AND PROCUREMENT OPERATIONS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City's Finance department manages the City procurement process and bank depository contracts; and

WHEREAS, the completion and submittal of vendor forms is customary for transactions in which the City is a party; and

WHEREAS, said vendor forms are ancillary to approved contracts or for contracts not requiring City Council approval; and

WHEREAS, the City must regularly complete and submit vendor forms in order to perform day-to-day operations; and

WHEREAS, City Council wishes to delegate authority to City Manager, or their designee, to execute these routine vendor forms without further City Council direction; and

WHEREAS, the City has determined that it is the public interest to authorize the City Manager, or their designee, to execute these documents administratively; NOW, THEREFOR,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations contained in the preamble of this ordinance are incorporated herein by reference as findings of the City Council.

SECTION 2. The City Council approves and authorizes the City Manager, or designee, to execute vendor forms requested by City vendors, City account holders and other similar entities related to approved contracts, contracts not requiring City Council approval, and the day-to-day City procurement and finance operations without further authority, guidance, or direction from the City Council, and is further authorized to carry out the rights, duties, obligations, and responsibilities of the City with respect to such forms, provided, however, that the authority provided for herein does not authorize the amendment to any provision in contracts approved or executed prior to the completion of such forms.

SECTION 3. The City Council approves and authorizes the City Manager, or designee, to take such additional actions as the City Manager or designee determines to be necessary and advisable to continue to effectuate the purpose, terms and conditions of such forms.

SECTION 4. The City Council hereby ratifies previously executed vendor forms as described herein and approved of by City staff.

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

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller _____ Digitally signed by Susan Keller
Date: 2025.10.13 09:16:51 -05'00'

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Texas Packer + Loader Sales, Inc., for the purchase and repairs of Petersen Brush Trucks and repairs for New Way Refuse Bodies for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8815 – awarded to Texas Packer + Loader Sales, Inc., 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 $3,444,000.00). The Public Utilities Board recommends approval (6 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The proposed contract with Texas Packer + Loader Sales, Inc. will support the Fleet Services Department in maintaining, repairing, and acquiring Petersen Refuse Bodies as well as service to NewWay bodies, which are essential for Solid Waste and Recycling operations. Texas Packer + Loader Sales, Inc., as a certified warranty center, can perform repairs and replacements under manufacturers' extended warranties, reducing repair costs while ensuring high-quality standards. This partnership minimizes downtime and ensures uninterrupted delivery of critical public services, addressing the increasing complexity and demands of the City's growing fleet.

The contract leverages historical spending trends and projects future maintenance and repair needs to secure timely access to parts, maintenance, and repair services. Texas Pack + Load's expertise, combined with their pick-up and delivery services, reduces the burden on City staff while enhancing fleet readiness. This forward-thinking approach enables the City to meet its operational needs efficiently, ensuring services remain reliable and responsive as demand grows.

Approving this contract positions Fleet Services to handle future challenges while maintaining cost efficiency and sustainability. By reducing repair delays, leveraging warranty coverage, and extending the lifecycle of critical assets, the partnership with Texas Pack + Load strengthens the City's ability to deliver essential services. This agreement aligns with the City's operational goals, ensuring reliable fleet performance and the uninterrupted support of vital community services.

The contract value is based on historical fleet maintenance and acquisition expenditures while accounting for future growth and service demands. By securing this agreement, the City ensures cost stability, reliable parts availability, and uninterrupted service delivery. This partnership supports the efficiency of Fleet Services, reinforces fiscal responsibility, and strengthens the City's ability to maintain a safe and dependable vehicle and equipment fleet.

Estimated Contract Expenses

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Asset Additions	$-	$-	$330,000	$-	$350,000	$680,000
Asset Replacements	310,000	-	-	680,000	350,000	1,340,000
Repair Services	240,000	250,000	250,000	260,000	260,000	1,260,000
Sub Total	**$550,000**	**$250,000**	**$580,000**	**$940,000**	**$960,000**	**$3,280,000**
Contingency	27,500	12,500	29,000	47,000	48,000	164,000
Total	**$577,500**	**$262,500**	**$609,000**	**$987,000**	**$1,008,000**	**$3,444,000**

Request for Proposals was sent to 138 prospective suppliers, including seven (7) Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. One (1) proposal was received, and references were checked to ensure the vendor can provide the services requested in the Scope of Work. The proposal was evaluated based upon published criteria, including experience, qualifications, and probable performance, cost proposal, and compliance with the scope of work specifications. Best and Final Offer (BAFO) was requested from the firm. The department is awarding the contract to Texas Packer + Loader Sales, Inc.

NIGP Code Used for Solicitation:	065 - Automotive and Trailer Bodies, Body Accessories, and Parts
Notifications sent for Solicitation sent in IonWave:	138
Number of Suppliers that viewed Solicitation in IonWave:	16
HUB-Historically Underutilized Business Invitations sent out:	13
SBE-Small Business Enterprise Invitations sent out:	51
Responses from Solicitation:	1

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 13, 2025, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award a contract with Texas Packer + Loader Sales, Inc., for the purchase and repairs of Petersen Brush Trucks and repairs for New Way Refuse Bodies for the Fleet Services 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 $3,444,000.

PRINCIPAL PLACE OF BUSINESS

Texas Packer + Loader Sales, Inc.
San Antonio, 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 products and services will be funded through Capital Fund accounts. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $40,000. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

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

For information concerning this acquisition, contact: Tom Gramer, 940-349-7467.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TEXAS PACKER + LOADER SALES, INC., FOR THE PURCHASE AND REPAIRS OF PETERSEN BRUSH TRUCKS AND REPAIRS FOR NEW WAY REFUSE BODIES FOR THE FLEET SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8815 – AWARDED TO TEXAS PACKER + LOADER SALES, INC., 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 $3,444,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the purchase and repairs of Petersen Brush Trucks and repairs for New Way Refuse Bodies for the Fleet Services 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	CONTRACTOR	AMOUNT
8815	Texas Packer + Loader Sales, Inc.	$3,444,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations,

Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFP	8815
File Name	NewWay and Petersen Brush Truck Repair and Service
Purchasing Contact	Kayla Clark
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND TEXAS PACKER + LOADER SALES, INC.
(Contract #8815)

THIS CONTRACT is made and entered into this date _____, by and between TEXAS PACKER + LOADER SALES, INC. a Texas corporation, whose address 1030 Brussels St. San Antonio, TX 78219, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide services in accordance with the City's RFP# 8815 – NewWay repairs and Petersen Brush Truck Purchase, Repair, and Service, 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#8815 (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

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

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

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

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

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

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

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

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CONTRACTOR

DocuSigned by:

BY: Matthew Olinick
05E78669C5AE4B1...
AUTHORIZED SIGNATURE

Printed Name: Matthew Olinick

Title: PSSR

210-668-9312
PHONE NUMBER

molinick@texaspackandload.com
EMAIL ADDRESS

2025-1355374
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

DocuSigned by:

Tom Gramer
-7B58DA8FCE5F49C...
SIGNATURE

Tom Gramer
PRINTED NAME

Director
TITLE

Fleet
DEPARTMENT

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: Marcella Lunn
4B070831B4AA438...

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $3,444,000. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be 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.

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

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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.

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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.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or

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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.

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

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electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract

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without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests, and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the

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U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**:
A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs,

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losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or

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perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the

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Solicitation and the Insurance Exhibit.

35. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

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RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

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delivery of such deliverables to the City or at such other time as the City may request.
C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that

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solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. **NO GIFT OF PUBLIC PROPERTY**: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either

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the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

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for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

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58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:
A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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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 and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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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>GARAGE LIABILITY</u>

Garage Liability Insurance including, but not limited to, Premises/Operations, Automobile, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined

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bodily injury (including death) and property damage limits of $1,000,000 other than Auto-each accident, $2,000,000 Other than Auto-aggregate, $1,000,000 Auto-each accident.

The policy shall include:

a) Garage Keepers on a direct primary basis to include coverage for Comprehensive and Collision for a limit equal to the Actual Cash Value of the CITY'S vehicle(s) in the CONTRACTOR'S care, custody, or control.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

C. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for Employers Liability are:

Bodily Injury by Accident: $100,000.00 Each Accident
Bodily Injury by Disease: $100,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

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(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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Exhibit F

Texas Pack + Loader Sales, INC.

Line #	Description	Qty	UOM	Unit
1	Petersen Bodies			0% discount
2	Shop Labor Hours (Mon.-Fri,. 6am-4:30pm) Petersen + NewWay	1	Per hour	$ 165.00
3	Field Labor Petersen + NewWay	1	Per hour	$ 185.00
4	After hours Labor Rates (Weekdays after 4:30pm, weekends and holidays) Petersen + NewWay	1	Per hour	$ 185.00
Additional Fees				
5	Shop supplies: Only charged when needed. City of Denton will approve fee prior to payment			
6	Trip Fees/Mileage:Only charged when needed. City of Denton will approve fee prior to payment			

Stock Unit Fees* vendor will provide updated stock unit fees yearly to department	Unit Rate
Petersen AL1 Atlas Lightning Loader	102,460.00
Petersen AL2 Atlas Lightning Loader	89,111.00
Petersen BL3 Knuckle Boom Truck Loader	73,695.00
Petersen CP3 Container Transport	73,221.00
Petersen DL3 High Capacity Loader	78,690.00
Petersen HL3 Hook-Lift Truck Mount	124,790.00
Petersen PL3 Roll-Off Mount Loader	120,374.00
Petersen RL3 Rear Mount Loader	83,429.00
Petersen RS3 Rear Steer Lightning Loader	147,055.00
Petersen SL3 Stationary Mount Loader	81,260.00
Petersen TL2 Trash Truck Grapple Loader	112,182.00
Petersen TL3 Trash Truck Loader	70,518.00
Petersen TR3 Route Assistant	94,872.00
Petersen TT2 Trash Dump Trailer	52,792.00
Petersen HDX Hardox Body 2030 TBS, 20 FT, 30 CU YD, HARDOX	43,208.00
Petersen MHX Body 2445 MHX, 24 FT, 45 CU YD, HARDOX	65,520.00
Petersen TBH Heavy Duty Body 2030 TBH, 20 FT, 30 CU YD	45,273.00
Petersen TBS Standard Duty Body 2030 TBS, 20 FT, 30 CU YD	43,310.00
Petersen XDX Body 2245 XDX, 22 FT, 45 CU YD, HARDOX	60,395.00

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CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - Exhibit G — 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).

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.**

Texas Pack + Loader Sales, 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.**

_____

Name of 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 ☐ X

I have no Conflict of Interest to disclose.

5

Matthew Olinick

Signature of vendor doing business with the governmental entity

08/22/2025
Matthew Olinick

Date

Certificate Of Completion

Envelope Id: 441B19EC-6642-4FBC-B0F0-1E757B0D9E05
Status: Sent
Subject: Please DocuSign: City Council Contract 8815 - NewWay and Petersen Brush Truck Repair and Service
Source Envelope:
Document Pages: 34
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kayla Clark
901B Texas Street
Denton, TX 76209
kayla.clark@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
9/12/2025 7:50:43 AM
Holder: Kayla Clark
kayla.clark@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kayla Clark kayla.clark@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 9/12/2025 7:59:26 AM Viewed: 9/12/2025 8:00:26 AM Signed: 9/12/2025 8:01:11 AM
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor 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: 198.49.140.104	Sent: 9/12/2025 8:01:13 AM Viewed: 9/12/2025 9:20:14 AM Signed: 9/12/2025 9:27:19 AM
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: 9/12/2025 9:27:21 AM Viewed: 9/12/2025 9:43:58 AM Signed: 9/12/2025 9:45:37 AM
Matthew Olinick molinick@texaspackandload.com PSSR Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/12/2025 10:27:17 AM ID: 9972c2e4-933d-4c0e-9a75-ce10d4edfa6b	DocuSigned by:  05E78669C5AE4B1... Signature Adoption: Pre-selected Style Using IP Address: 2603:8080:f300:1d22:5c06:927:3869:b491	Sent: 9/12/2025 9:45:40 AM Viewed: 9/12/2025 10:27:17 AM Signed: 9/12/2025 10:29:16 AM

Signer Events	Signature	Timestamp
Tom Gramer Tom.Gramer@cityofdenton.com Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  7B58DA8FCE5F49C... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120 Signed using mobile	Sent: 9/12/2025 10:29:20 AM Viewed: 9/12/2025 10:31:35 AM Signed: 9/12/2025 10:31:59 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		Sent: 9/12/2025 10:32:03 AM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/12/2025 8:01:13 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 9/12/2025 10:32:02 AM Viewed: 9/15/2025 1:10:40 PM

Carbon Copy Events	Status	Timestamp
Not Offered via Docusign		

City Secretary Office

citysecretary@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/12/2025 7:59:26 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: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with AiDash, Inc., for the purchase of an intelligent vegetation management solution for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8819 – awarded to AiDash, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $370,834.00). The Public Utilities Board recommends approval (6 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Denton Municipal Electric (DME) operates an aerial transmission and distribution grid that covers the greater Denton area. Under the guidance of a council-approved Vegetation Management Plan, DME maintains vegetation in approximately 400 miles of easements. The National Electric Safety Code dictates minimum clearances between aerial conductors and vegetation. DME utilizes contractors to responsibly trim vegetation to distances greater than the required minimums. To date, DME has utilized manual methods to maintain, plan, and budget annual vegetation management efforts. Emerging intelligent technology is now readily available that utilizes high-definition satellite imagery and artificial intelligence to more efficiently identify vegetation clearance conflicts. AiDash's intelligent vegetation management software will enable DME to remotely monitor all aerial circuits and more efficiently plan and prioritize areas to trim. The efficiencies gained by utilizing the software will allow DME to better utilize the annual tree trimming budget.

	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
Implementation	$13,722					$13,722
Annual Fee	64,680	64,680	64,680	64,680	64,680	323,400
Contingency	7,840	6,468	6,468	6,468	6,468	33,712
Total	**$86,242**	**$71,148**	**$71,148**	**$71,148**	**$71,148**	**$370,834**

Request for Qualifications (RFQ) for professional surveying services was sent to 456 prospective firms for these services, including eight (8) Denton firms. In addition, the RFQ was placed on the Procurement website for prospective respondents to download, and advertised in the local newspaper. Two (2) statements of qualifications (SOQ) were received. The SOQs were evaluated based on published criteria, including

delivery/schedule, understanding needs, and probable performance. Based upon this evaluation, the recommended award is to AiDash, Inc., and is determined to be the most qualified firm for the City.

NIGP Code Used for Solicitation:	209 - Computer Software for Mini and Mainframe Computers (Preprogrammed)
Notifications sent for Solicitation sent in IonWave:	456
Number of Suppliers that viewed Solicitation in IonWave:	34
HUB-Historically Underutilized Business Invitations sent out:	66
SBE-Small Business Enterprise Invitations sent out:	160
Responses from Solicitation:	2

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 13, 2025, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Approve a contract AiDash, Inc., for an intelligent vegetation management solution for Denton Municipal Electric, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $370,834.

PRINCIPAL PLACE OF BUSINESS

AiDash, Inc.
San Jose, CA

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same. This implementation of the solution will begin approximately two (2) weeks after the council's approval.

FISCAL INFORMATION

The current annual maintenance expenditure is, and all future expenditures will be budgeted in the DME Operations and Maintenance operating budget. A requisition will be entered on October 1, 2025 for $13,722. Requisitions will be entered on an as-needed basis. The budgeted amount of this item is $370,834.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Evaluation Sheet
Exhibit 3: Ordinance and Contract

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

For information concerning this acquisition, contact: Chris Lutrick, 940-349-7152.

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

Exhibit 2
RFQ 8819 - Evaluation Sheet for DME Smart Vegetation Management Application

	Respondent's Business Name:	**AiDASH Inc.**	Starboard Consulting, LLC
	Principal Place of Business (City and State):	**Palo Alto, CA**	Longwood, FL
Item #	**Standard Criteria**		
1	Delivery/Project Schedule- 20%	**16.00**	12.00
2	Understanding the Needs of DME - 30%	**24.00**	16.00
3	Probable Performance - 50%	**40.00**	20.00
	Total Score:	**80.00**	48.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AIDASH, INC., FOR THE PURCHASE OF AN INTELLIGENT VEGETATION MANAGEMENT SOLUTION FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8819 – AWARDED TO AIDASH, INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $370,834.00).

WHEREAS, AiDash, Inc., the professional services provider (the "Provider") set forth 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 authorized to enter into the service contract attached hereto with AiDash, Inc., for the purchase of an intelligent vegetation management solution for Denton Municipal Electric.

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, Texas 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 _____ and seconded by _____. This ordinance was passed and approved by the

following vote [___ - ___]:

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush _____
Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFQ	8819
File Name	DME Smart Vegetation Management Application
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

DS
LH

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND AIDASH, INC.
(Contract # 8819)

THIS CONTRACT is made and entered into this date _____, by and between **AiDash, Inc**. a Delaware corporation, whose address 575 High Street, Ste #200, Palo Alto, CA 94301, 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 RFQ #8819 DME Smart Vegetation Management Application, 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 RFQ 8819 (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) Contractor's Proposal ("Contractor's Offer"), MSA and Order Form **(Exhibit "E")**;
(f) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "F")**

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

Signed by:
Antonio Puente, Jr.
E3760944C2BF4B5...

Antonio Puente
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

CONTRACTOR

DocuSigned by:
Abhishek Singh
84FF39B2CCFF486...

BY: _____
AUTHORIZED SIGNATURE

Printed Name: Abhishek Singh

Title: CEO & Co-Founder

7325433902
PHONE NUMBER

abhishek@aidash.com
EMAIL ADDRESS

____2025-1363458
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

ATTEST:
_____, CITY SECRETARY

BY: _____

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $370,834. Pricing shall be per Exhibit E attached.

2. The Quantities

The number of user quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the number of user quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis and any fee changes will be subject to this Contract including but not limited to, Exhibit A, Section 3 and Exhibit E.

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased 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 +5%, 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 may provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must

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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. <u>Performance Liquidated Damages for Professional Services</u>

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards for professional services identified in the applicable statement of work, 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.

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Exhibit B
City of Denton's RFQ 8819 File

On File at the Office of the Purchasing Agent

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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**: Reserved.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at

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delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent,

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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 as set forth in the applicable order, statement of work or schedule. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

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E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by 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

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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.

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

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City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being

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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.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

5.2 Subscription Service Warranty. Contractor warrants that during the term of any Order Form for the Subscription Service, the Subscription Service will conform, in all material respects,

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with the Documentation. Contractor does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. Contractor makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, Contractor will, at no additional cost to the Customer, provide remedial services in accordance with Contractor's standard support practices. City will provide Contractor with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects.

5.3 Professional Services Warranty. Contractor warrants that any Professional Services provided hereunder shall be provided in a competent manner and in accordance with any specifications set out in the Order Form in all material respects. Contractor further warrants that any work product provided pursuant to any professional services engagement shall comply, in all material respects, with the specifications set out in the applicable Order Form. If the Services are not performed as warranted or the Work Product does not so comply, then, upon City's written request, Contractor shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to City. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be.

D. 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.

E. 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 thirty (30) days from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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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 material default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective fifteen (15) business days, unless otherwise specified, after the date of such notice, unless the Contractor, within such fifteen (15) 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, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover,. 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

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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 for all fees set forth in the applicable order, schedule or statement of work and no refunds will be granted, 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. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**: Reserved.

33. **LIMITATION OF LIABILITY**: THE STATUTORY LIMITATION OF LIABILITY FOR A MUNICIPALITY FOR EACH OCCURANCE .

B. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CITY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE), EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE

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POSSIBILITY OF SUCH DAMAGES.

C. THE LIMITATIONS OF LIABILITY SET FORTH IN SUBSECTIONS A AND B ABOVE SHALL NOT APPLY TO: (I) CONTRACTOR'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 11 (INDEMNIFICATION) OF THIS AGREEMENT; (II) LIABILITY ARISING FROM CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

D. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS AGREEMENT REPRESENT AN AGREED-UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CITY AND CONTRACTOR, WITHOUT WHICH CONTRACTOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ON THE TERMS PROVIDED.

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.
B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the 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

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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 THIRD PARTY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE 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

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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 any deliverables that are explicitly identified in an order or statement of work.
For clarity, Contractor retains all right, title, and interest in and to: (i) Contractor's software platform and the underlying technology, algorithms, and code; (ii) all pre-existing intellectual property owned or controlled by Contractor prior to this Agreement; and (iii) any improvements, modifications, or enhancements to the foregoing made during the term of this Agreement. Nothing in this Agreement transfers any ownership rights in Contractor's core intellectual property to the City.

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 Denon Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute

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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 and that Contractor may assign this Agreement to a successor in interest by way of a merger, acquisition or sale of substantially all of its assets without prior written consent. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either

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the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

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for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

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58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:
A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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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. All fees are exclusive of taxes.

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 and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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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.

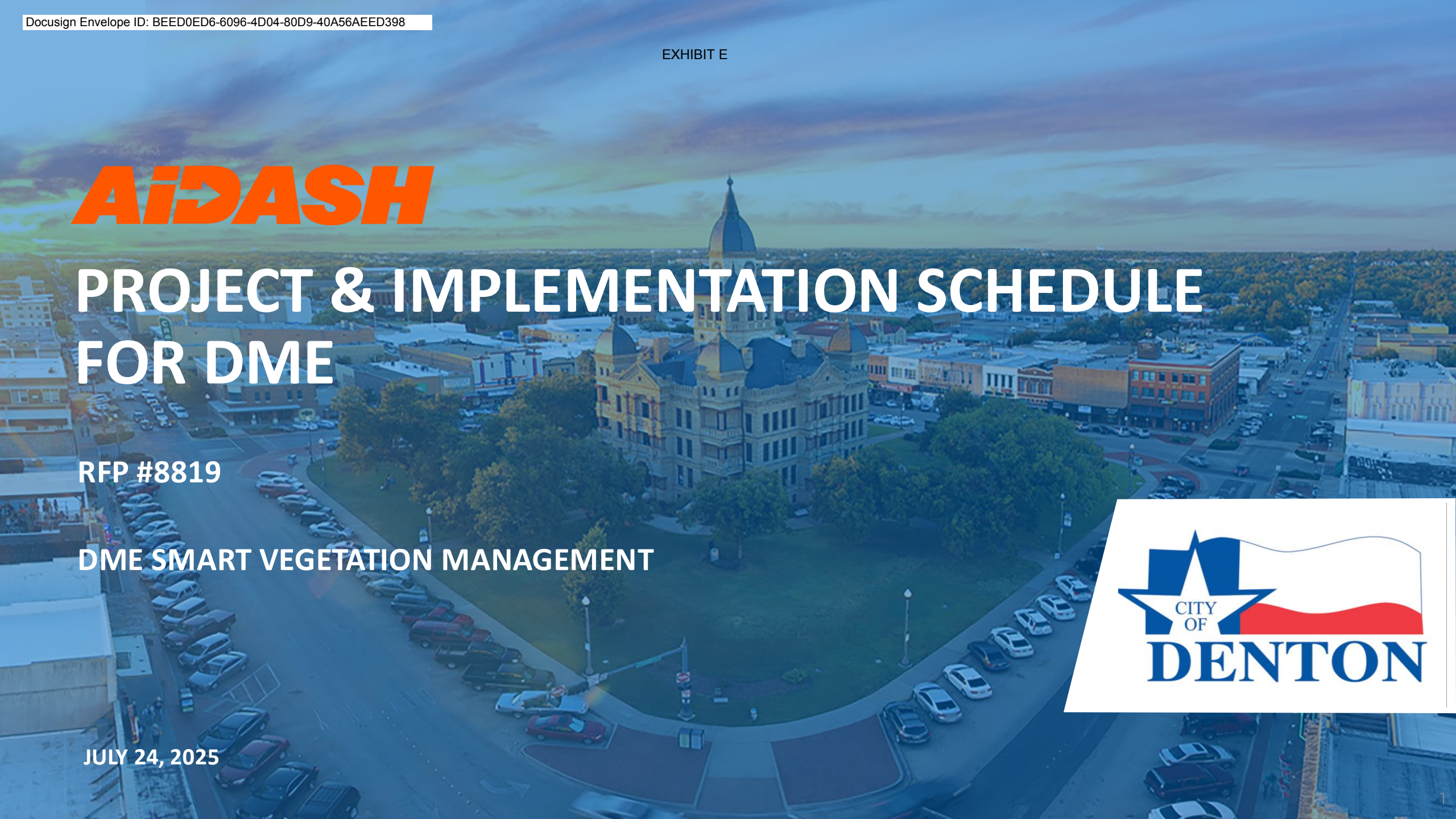
The Contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 8819 – 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



PROJECT & IMPLEMENTATION SCHEDULE FOR DME

RFP #8819

DME SMART VEGETATION MANAGEMENT

JULY 24, 2025

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DME Project Schedule: Workback Plan

July 24th, 2025 Update

Task	Date
AiDASH Proposal + Pricing Sent to DME	7/24/25
DME Proposal Review & Redlines	7/24/25 - Early August
AiDASH & DME to agree on contract terms	By August 21st
DME presents to Public Utilities Board for approval	September 15th
DME meets with council for final go-ahead decision	September 30th
Project kick-off & DME data transfer begins*	Early-Mid October
Analysis delivery to plan and document 2026 Work	December/January

***We encourage DME to share their network boundary shapefile as soon as possible to give the AiDASH team a head start**

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MASTER SUBSCRIPTION SERVICES AGREEMENT

This Master Subscription Services Agreement ("**Agreement**") is effective _____, 2025 ("**Effective Date**") and is made by and between **AiDash Inc**., a Delaware Corporation with offices located at 575 High Street, Suite 200, Palo Alto, CA 94301 and City of Denton , with a principal place of business at 215 E McKinney St., Denton, TX 76201-4299 USA. ("**Customer**").

AiDash and the Customer shall each be referred to as a "**Party**" and collectively as the "**Parties**".

This Agreement governs the terms and conditions upon which the Customer has agreed to engage AiDash to provide the Services from time to time pursuant to an Order Form. Each Order Form will be subject to and governed by this Agreement.

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 ***Admin Users*** mean any employee of the Customer or its Affiliates and/or any independent contractor of the Customer or its Affiliates that have been provided with permission by AiDash and/or the Customer to access to the Subscription Service in order to manage User credentials.

1.2 ***Affiliates*** means any company, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting shares of an entity.

1.3 "***Aggregated Data***" means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.

1.4 ***AiDash Data*** means all Data made available by AiDash to the Customer in connection with the Customer's use of the Services. AiDash Data does not, however, include Customer Data.

1.5 ***Confidential Information*** has the meaning given to it in Section 4.1.

1.6 ***Data*** means text, images, documents, materials, photos, audio, video, and all other forms of data or communication.

1.7 ***Customer Data*** means all Data made available by the Customer or its Users to AiDash or otherwise provided by the Customer or its Users in connection with the provision of the Services. For the avoidance of doubt, Customer Data does not include any data acquired by AiDash from third party sources. For example, third party data such as satellite data acquired by AiDash from satellite data providers, weather data acquired by AiDash from third party weather data service providers etc. are not Customer Data.

1.8 ***Documentation*** means the documentation for the Subscription Service provided by AiDash to assist in the use of the Subscription Service by the Customer.

1.9 ***Losses*** has the meaning given to it in Section 9.1.

1.10 ***Non-Admin Users*** mean any employee of the Customer or its Affiliates and/or independent contractor of the Customer or its Affiliates that have been provided with permission by AiDash and/or the Customer to use the Services.

1.11 ***Order Form*** means each AiDash ordering document electronically entered into or signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Services provided to the Customer by AiDash, sets out the prices for the Services and contains any other applicable terms and conditions.

1.12 ***Professional Services*** means consulting and/or custom services to be provided by AiDash. All Professional Services will be set out and described in an Order Form.

1.13 ***Services*** means the Subscription Service and any Professional Services provided by AiDash.

1.14 ***Subscription Service*** means AiDash's proprietary subscription-based satellite and AI-powered operations and maintenance software-as-a-service ("SaaS") solutions all as more fully set out and described on the applicable Order Form.

1.15 ***Users*** means Admin Users and Non-Admin Users.

1.16 ***Usage Data*** means information generated from the use of the Services, which data does not identify Users, any other natural human persons, or Customer, such as technical logs, data, and learnings about Customer's use of the Services.

1.17 ***Work Product*** means any deliverables, content, reports, analyses or documentation developed by AiDash on behalf of the Customer and delivered to the Customer in the performance of any Professional Services.

2. SERVICES

2.1 *Services*. AiDash shall provide the Customer with the specific Services specified on an Order Form. Any conflict between the terms and conditions set forth in this Agreement and any Order Form shall be resolved in favor of the Order Form. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by AiDash regarding future functionality or features.

2.2 *License Grant.* Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set out on the applicable Order Form, AiDash hereby grants to the Customer, solely during the term of the applicable Order Form, a non-exclusive, non-transferable (except as set out in Section 10.2) license to access and use the Subscription Service solely for the Customer's internal business purposes. This license is restricted to use by the Customer and its authorized Users and does not include the right to use the Subscription Service on behalf of any third party unless otherwise stated on the Order Form in relation to Affiliates. The Customer agrees: (a) that only Users are permitted to use the Subscription Service; (b) that it is responsible for Users' actions or failures to act in connection with activities contemplated under this Agreement and (c) to otherwise take all commercially reasonable steps to protect the Subscription Service from unauthorized use and/or access.

2.3 *Licensed Volume*. The Customer acknowledges that access and use of the Subscription Service is licensed to the Customer for use up to the number of applicable images uploaded, mileage covered or other metric purchased by the Customer and set out on the applicable Order Form (the "**Volume Limitations**"). In the event that the Subscription Service is used in excess of the Volume Limitations then the Customer shall be obligated to pay AiDash for the number of applicable licenses, in excess of such Volume Limitations at the rates set forth in the Order Form.

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2.4 *Affiliates Not Under Direct Order Form*. Subject to the terms of the Order Form, the Customer may make the Subscription Service available to its Affiliates provided that all licensing restrictions are complied with in each instance by each such Affiliate and that the Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates. Any license restrictions set out on an Order Form shall be deemed to apply to both the Customer and its Affiliates. By way of example, if an Order Form limits use of the Subscription Service to twenty (20) Users, then the use by the Customer and its Affiliates, when aggregated together, shall not exceed a total of twenty (20) Users. Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates – except where the Affiliate has signed its own Order Form with AiDash for the Services pursuant to Section 2.5.

2.5 *Affiliates Under Direct Order Form.* In addition to Section 2.4, Customer's Affiliates may acquire Services subject to the terms and conditions of this Agreement by executing Order Forms hereunder directly with AiDash. Each Order Form executed by an Affiliate hereunder shall incorporate the terms of this Agreement by reference and be deemed to be a two party agreement between AiDash and such Affiliate. Each Affiliate executing an Order Form shall be solely responsible for its obligations pursuant to such Order Form as well as for the obligations to be performed pursuant to this Agreement and the liabilities arising out of this Agreement as if it was the named party instead of Customer. Customer shall have no obligations or liabilities as to such Order Form signed by its Affiliate and AiDash shall look solely to the Affiliate executing such Order Form.

3. FEES; PAYMENT TERMS

3.1 *Fees*. Customer agrees to pay AiDash for Services provided and expenses incurred in accordance with and at the rates specified in each Order Form. Unless otherwise set forth on the Order Form, payment shall be due within thirty (30) days from receipt of invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due. In addition to paying the applicable fees, Customer shall also pay all reasonable travel and out-of-pocket expenses incurred by AiDash in connection with any Services rendered provided that Customer has pre-approved of such travel and expenses in writing in advance.

3.2 *Taxes*. Fees are exclusive of taxes.

4. CONFIDENTIALITY

Confidential Information. During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("**Confidential Information**"). The Customer Data shall be deemed Customer's Confidential Information. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "**Representatives**") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The Parties expressly agree that the terms and pricing of this Agreement are Confidential Information and the Customer further agrees that neither it or any of its Users shall not publicly post any analysis or reviews of the Services without AiDash's prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights. Nothing in this Section 4 will limit AiDash's rights Sections 8.1 or 8.2. AiDash acknowledges that Customer must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code* in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement. Any portions of such material claimed by AiDash 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*.
4.1

4.2 *Exclusions*. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3 *Injunctive Relief*. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

5. WARRANTIES

5.1 Availability. AiDash will undertake commercially reasonable efforts to make the Subscription Service available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, AiDash reserves the right to suspend Customer's access to the Subscription Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to AiDash (beyond any applicable notice and cure period), (iii) if Customer's use of the Subscription Service results in (or is reasonably likely to result in) damage to or material degradation of the Subscription Service that could interfere with AiDash's ability to provide access to the Subscription Service to other users, or (iv) if AiDash receives an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body, that expressly or by reasonable implication requires AiDash to suspend or terminate Customer and/or any authorized User's access to the Subscription Service.

5.2 *Subscription Service Warranty*. AiDash warrants that during the term of any Order Form for the Subscription Service, the Subscription Service will conform, in all material respects, with the Documentation.

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AiDash does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. AiDash makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, AiDash will, at no additional cost to the Customer, provide remedial services in accordance with AiDash's standard support practices. The Customer will provide AiDash with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Subscription Service has been utilized by the Customer and its Users in accordance with the Order Form and this Agreement.

5.3 *Professional Services Warranty*. AiDash warrants that any Professional Services provided hereunder shall be provided in a competent manner and in accordance with any specifications set out in the Order Form in all material respects. AiDash further warrants that any Work Product provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set out in the applicable Order Form. If the Services are not performed as warranted or the Work Product does not so comply, then, upon the Customer's written request, AiDash shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be.

5.4 *Data Security*. AiDash agrees to use appropriate safeguards and comply with all applicable data protection laws, designed to prevent use or disclosure of the Customer Data other than as provided for by this Agreement. AiDash agrees to implement industry standard physical safeguards, technical safeguards and policy, procedure and documentation requirements that are designed to reasonably and appropriately protect the confidentiality, integrity and availability of the Customer Data.

5.5 *No Other Warranty*. AIDASH DOES NOT REPRESENT THAT THE SERVICES (INCLUDING AIDASH DATA) WILL BE ERROR-FREE OR THAT THE SERVICES (INCLUDING AIDASH DATA) WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES (INCLUDING AIDASH DATA) WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY ACTS IT TAKES OR DOES NOT TAKE BASED ON USE OF THE SERVICES (INCLUDING AIDASH DATA). THE CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF THE SERVICES (INCLUDING AIDASH DATA) FOR CUSTOMER'S USE CASE. THE WARRANTIES STATED IN SECTION 5 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY AIDASH. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

6. LIMITATION OF LIABILITY. Intentionally Omitted

7. TERM Intentionally Omitted

8. 7.1 **OWNERSHIP; USE OF DATA; OBLIGATIONS Intentionally Omitted**

9. 8.1 **INDEMNITY Intentionally Omitted**

10. GENERAL

10.1 *Entire Agreement*. This Agreement, including City of Denton Contract, and all Annexes attached to this Agreement and all Order Forms, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating to this Agreement and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Order Form and that are duly signed by the authorized representatives of both Parties may amend this Agreement or such Order Form. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by the Customer shall be of no force or effect, even if the purchase order is accepted by AiDash. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

10.2 *Assignment*. This Agreement shall be binding upon and for the benefit of AiDash, the Customer and their permitted successors and assigns. Neither Party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void; provided that either Party may assign this Agreement and all Order Forms, without consent, as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets by providing written notice to the other Party. AiDash may use independent contractors or subcontractors to assist in the delivery of Services; provided, however, that AiDash shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their fees. AiDash shall provide prompt written notice of assignment to Customer.

10.3 *Governing Law and Jurisdiction*. Intentionally Omitted

10.4 *Headings*. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

10.5 *Relationship of the Parties*. AiDash and the Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

Force Majeure. Intentionally Omitted.

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IN WITNESS whereof the parties or their duly authorized representatives have entered into this Agreement on the date set out above.

Customer:	**AiDash Inc.**
By :	By : DocuSigned by: Abhishek Singh 84FF39B2CCFF486...
Name :	Name : Abhishek Singh
Title :	Title : CEO & Co-Founder
Date :	Date : 9/16/2025

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AiDash Sales Order #_____

Product and Services Pricing and Additional Terms

This Sales Order is entered into as of _____, 2025 ("Effective Date") by and between AiDash, Inc. ("AiDash"), a Delaware Corporation with a primary address of 3031 Tisch Way, ST 110 Plaza West, San Jose, CA 95128 and City of Denton ("Customer") a municipal utility, with a primary address of 215 E McKinney St., Denton, TX 76201-4299 USA. This Sales Order is issued pursuant to, and is governed by and is subject to the terms and conditions of the Master Subscription Services Agreement, dated _____, by and between AiDash and Customer (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.

Customer has purchased following AiDash Products and Services under this order:

1. **AiDash Intelligent Vegetation Management System (IVMS)**

    a. Software Distribution Model: Software-as-a-Service ("SaaS")

Term, Renewal & Upgrade: The contract term will be one (1) year, effective from date of award. Subject to the terms of Contract number 8819, the City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

b.

- Subscription Start Date:
- Subscription End Date:
- Customer may terminate this Order at end of completion of any one-year (1) year term by providing sixty (60) or more calendar days advance written notice to AiDash.

c. Number of users: unlimited (internal users and contractors of the Customer)

d. Number of overhead line miles and type:

- Distribution: DME's entire OH Distribution network
- Transmission: DME's entire Transmission network

e. Product Software Plan Purchased:

- Base Plan: Select Tier IVMS (full system functionality)
    i. Add-on modules / upgrades purchased:
        a. Reliability vs. Budget Optimizer
        b. 'Should Cost' Estimation
        c. Advanced Bid Packet Support Creation

f. Support: Standard Support is included in all tiers. Support SLA is described in Exhibit A.

g. Implementation, Configuration and Integration:

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- Implementation, configuration and integration includes the following services to get Customer's SaaS instance set up and ready to use:
  i. Create IVMS instance and make it available to Customer's team
  ii. Set up single sign-on ("SSO") and configure application and security settings including any integrations (if needed).
    a. Create roles, access privileges based on Customer's needs/requirements.
  iii. Configure the IVMS application including company logo, branding, list and form layout, etc.
    a. Configuration will be done for each module included with the subscription purchase.
  iv. Data ingestion including but not limited to shape files, past outage history, past vegetation management history, etc.
  v. Set up and configure the mobile application with desired permissions and user roles.
  vi. Standard training and change management.
  vii. Integration with DME's Maximo software

h. Fees & Payment Terms:

SaaS Fee	Amount (US$)
Annual SaaS Fee	$64,680
Effective Annual Fee	$64,680

Implementation, Configuration and Integration Fee	Amount (US$)
One-time Implementation, Configuration and Integration Fee	$13,722
Effective Fee	$13,722

Invoicing and other terms

1. Invoice for Implementation & Configuration fee (one-time) shall be raised in advance at start of the engagement.
    a. Billing contact: Accounts Payable
    b. Billing Contact Email Address: AccountsPayable@cityofdenton.com
    c. PO Required
        a. YES | NO
2. Invoice for SaaS Fee (Payable annually) shall be raised in advance every year of the term.
3. The above amounts do not include any Sales tax / Use tax.

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IN WITNESS whereof the parties or their duly authorized representatives have entered into this Sales Order on the date set out above.

Customer:	**AiDash Inc.**
By :	By : DocuSigned by: Abhishek Singh 84FF39B2CCFF486...
Name :	Name : Abhishek Singh
Title :	Title : CEO & Co-Founder
Date :	Date : 9/16/2025

EXHIBIT A: Support SLA

1. **Definitions**.

For purposes of this Exhibit, the following terms have the meanings set forth below. All initial capitalized terms in this Exhibit that are not defined in this Exhibit A shall have the respective meanings given to them in the Agreement.

"**Contact List**" means a current list of AiDash contacts, emails and telephone numbers set forth in the attached Exhibit to enable Customer to escalate its Support Requests, including: the first person to contact and the persons in successively more qualified or experienced positions to provide the support sought.

"**Customer Cause**" means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Exhibit or the Agreement, specified in the then-current Documentation, or otherwise authorized in writing by AiDash: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Software/Services by Customer; (b) any maintenance, update, improvement or other modification to or alteration of the Software/Services by Customer; (c) any use of the Software/Services by Customer in a manner inconsistent with the then-current Documentation or, to the extent consistent with and not limiting of the Documentation; (d) any use by Customer of any Third-Party Products that AiDash has not provided or caused to be provided to Customer; or (e) any use by Customer of a non-current version or release of the Software/Services.

"**Customer Systems**" means Customer's and/or its Clients' information technology infrastructure, including Customer's and /or its Clients' computers, software, databases, electronic systems (including database management systems), and networks.

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"**Error**" means any reproducible failure of the Service and/or Software/Service to operate in all material respects in accordance with the Documentation, including any problem, failure or error referred to in the Service Level Table.

"**First Line Support**" means the identification, diagnosis, and correction of Errors by the provision of the following Support Services by help desk technicians sufficiently qualified and experienced to identify and Resolve Customer's Support Requests reporting these Errors: (a) telephone/e-mail/chat assistance; (b) Remote Services; and (c) access to technical information on the AiDash's website for proper use of the Software/Services.

"**Other Services**" means the services requested by Customer and performed by AiDash in connection with any apparent Service and/or Software Error that is not included in the First Line Support.

"**Resolve**" and the correlative terms, "**Resolved**", "**Resolving**" and "**Resolution**" each have the meaning set forth in Section 2.2.

"**Service Levels**" means the defined Error severity levels and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

"**Service Level Table**" means the table set out in Section 2.2.

"**Severity Level 1 Error**" has the meaning set forth in the Service Level Table.

"**Severity Level 2 Error**" has the meaning set forth in the Service Level Table.

"**Severity Level 3 Error**" has the meaning set forth in the Service Level Table.

"**Support Fees**" has the meaning set forth in Section 3.1.

"**Support Hours**" means US Eastern Time working hours (9 AM – 5 PM), Monday – Friday excluding national holidays unless otherwise specified in additional Service Level Agreement(s)(SLAs).

"**Support Period**" means the Term and, if requested by Customer, any period during which Customer transfers the Support Services to an alternate service provider.

"**Support Request**" has the meaning set forth in Section 4.

"**Support Services**" means AiDash's support of the then-current version and release of the Software/Service, including First Line Support but excluding any Other Services.

"**Third-Party Products**" means all third-party software [(including all Open Source Components)], computer hardware, network hardware, electrical, telephone, wiring and all related accessories, components, parts and devices.

2. Support Services. AiDash shall perform all First Line Support and the Other Services requested by the Customer during the Support Hours throughout the Support Period in accordance with the terms and

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conditions of this Exhibit and the Agreement, including the Service Levels and other AiDash obligations set forth in this Section 2.

2.1 **Support Service Responsibilities**. AiDash shall use commercially reasonable efforts to (a) respond to and try to resolve all Support Requests in accordance with the Service Levels; (b) provide unlimited First Line Support to Customer during all Support Hours by means of the e-mail address **l1.support@aidash.com**; (c) provide to Customer all such Other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

2.2 **Service Levels**. Response and Resolution times will be measured from the time AiDash receives a Support Request until the respective times AiDash has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that AiDash has corrected the Error that prompted that Support Request and that Customer has confirmed such correction and its acceptance of it in writing. AiDash shall use commercially reasonable efforts to respond to and Resolve all Support Requests within the following times based on Customer's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after AiDash's investigation of the reported Error and consultation with Customer:

Severity Level of Error	Definition	Required Service Level Response and Response Time	Required Service Level Resolution Time
1	**Business Critical Failures:** An Error that: (a) materially affects the operations of the Customer's business or marketability of its service or product; (b) prevents necessary work from being done; or (c) disables or materially impairs (i) any major function of the Software/Service or (ii) Customer's use of any major function of the Software/Service.	**Level 1 Response:** AiDash shall acknowledge receipt of a Support Request within 4 working hours. **Level 2 Response:** AiDash shall work on the problem continuously and try to: (a) restore the Software/Services to a state that allows the Customer to continue to use all functions of the Software/Service] in all material respects within 24 hours after the Level 1 Response time has elapsed; and (b) exercise best efforts to Resolve the Error until full restoration of function is provided.	AiDash shall Resolve the Support Request as soon as practicable and try to resolve it, no later than 24 hours after AiDash's receipt of the Support Request. If the AiDash Resolves the Support Request by way of a work-around accepted in writing by Customer, the severity level assessment will be reduced to a Severity Level of Error 2.

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2	**System Defect with Work-around:** (a) a Severity Level 1 Error for which Customer has received, within the Resolution time for Severity Level 1 Errors, a work-around that Customer has accepted in writing; or (b) an Error, other than a Severity Level 1 Error, that affects operations of the Customer's business or marketability of its service or product.	**Level 1 Response:** AiDash shall acknowledge receipt of a Support Request or, where applicable, Customer's written acceptance of a Severity Level 1 Error work-around, within 6 working hours. **Level 2 Response:** AiDash shall, within 2 Business Days after the Level 1 Response time has elapsed, try to provide: (a) an emergency Software/Services fix or work-around; or (b) temporary Software/Services release or update release, that allows the Customer to continue to use all functions of the Software/Services in all material respects.	AiDash shall Resolve the Support Request as soon as practicable and try to resolve it no later than 2 Business Days after AiDash's receipt of the Support Request or, where applicable, Customer's written acceptance of a Severity Level 1 Error work-around.
3	**Minor Error:** An isolated or minor Error in the Software/Services that meets each of the following requirements: (a) does not significantly affect Software/Service functionality; (b) can or does impair or disable only certain non-essential Software/Service functions; (c) does not materially affect Customer's use of the Software/Service; and (d) has no or no more than a minuscule effect on the operations of Customer's business or marketability of its service	**Level 1 Response:** AiDash shall acknowledge receipt of the Support Request within 8 working hours.	AiDash shall try to Resolve the Support Request as soon as practicable and try to resolve it no later than 5 Business Days after AiDash's receipt of the Support Request.

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	or product.		

2.3 Escalation to Parties' Managers. If AiDash does not respond to a Support Request within the relevant Service Level response time, Customer may escalate the Support Request to the parties' respective designated relationship managers and then to their respective senior management.

2.4 Time Extensions. Customer may, on a case-by-case basis, grant/agree in writing to a reasonable extension of the Service Level response or Resolution times.

2.5 AiDash Updates. AiDash shall give Customer [regular/monthly] electronic or other written reports and updates of (a) the nature and status of its efforts to correct any Error, including a description of the Error and the estimated time of AiDash's response and Resolution; (b) its Service Level performance, including Service Level response and Resolution times.

2.6 Other Services. AiDash shall, at Customer's request, provide to Customer the Other Services in accordance with the terms and conditions of this Exhibit and the Agreement.

2.7 Time of the Essence. AiDash acknowledges and agrees that time is of the essence with respect to its performance under this Exhibit and that AiDash's prompt and timely performance hereunder, including its performance of the Service Levels, is strictly required.

3. Fees.

3.1 Support Fees. The support fee (the "**Support Fees**") is included in the annual SaaS fee. Payment to AiDash of the Support Fees pursuant to this Section 3 will constitute payment in full for the performance of the Support Services and Customer will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services. The Support Fees set forth in this Exhibit are firm and will not be modified during the Support Period.

4. Support Requests.

Customer may request Support Services by way of a Support Request. Customer shall classify its requests for Error corrections in accordance with the severity level numbers and definitions of the Service Level Table set forth in Section 2.2 (each a "**Support Request**"). Customer's shall notify AiDash of each Support Request by e-mail or such other means as the parties may agree to in writing. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer shall provide the AiDash with (a) prompt notice of any Errors; and (b) each of the following to the extent possible and reasonably necessary to assist AiDash to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to and Resolve the relevant Support Request (i) direct access at Customer's premises to the Customer Systems and the Customer's files, equipment and personnel; (ii) output and other data, documents and information, each of which is deemed Customer's Confidential Information as defined in the Agreement; and (iii) remote access to the Customer Systems, subject to AiDash's compliance with all of Customer's security and encryption requirements notified to AiDash in writing]; and (iv) such other reasonable cooperation and assistance as AiDash may request.

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Docusign Envelope ID: BEED0ED6-6096-4D04-80D9-40A56AEED398

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.**

AiDash, 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.**

_____
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 DocuSigned by:
Abhishek Singh
84FF39B2GCFF486...
Signature of vendor doing business with the governmental entity

9/16/2025
Date

Docusign Envelope ID: BEED0ED6-6096-4D04-80D9-40A56AEED398

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

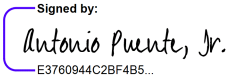
Envelope Id: BEED0ED6-6096-4D04-80D9-40A56AEED398
Status: Sent
Subject: Please DocuSign: City Council Contract 8819 DME Smart Vegetation Management Application
Source Envelope:
Document Pages: 44
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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

Record Tracking

Status: Original
9/10/2025 8:17:00 AM
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Christa.Christian@cityofdenton.com
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Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@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: 9/10/2025 10:41:39 AM Viewed: 9/10/2025 10:41:49 AM Signed: 9/10/2025 10:41:58 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	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/10/2025 10:42:01 AM Viewed: 9/10/2025 11:27:37 AM Signed: 9/10/2025 11:33:50 AM
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	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/10/2025 11:33:53 AM Viewed: 9/12/2025 12:22:40 PM Signed: 9/12/2025 12:23:52 PM
Marina Clements marina@aidash.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/12/2025 1:48:10 PM ID: e4f06ae7-68c6-45cf-a23d-4bb4ddf12edf	**Completed** Using IP Address: 73.202.227.127	Sent: 9/12/2025 12:23:55 PM Viewed: 9/12/2025 1:48:10 PM Signed: 9/16/2025 11:07:24 AM

Signer Events	Signature	Timestamp
Abhishek Singh abhishek@aidash.com CEO & Co-Founder AiDash Inc Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/16/2025 1:56:46 PM ID: 710ee7f4-6053-4013-9cc6-1eb1594b9203	DocuSigned by:  84FF39B2CCFF486... Signature Adoption: Pre-selected Style Using IP Address: 2a02:26f7:b360:4000:1800::4e Signed using mobile	Sent: 9/16/2025 11:07:27 AM Viewed: 9/16/2025 1:56:46 PM Signed: 9/16/2025 1:59:10 PM
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/16/2025 3:09:48 PM ID: fb28973f-9f86-4f99-9b9f-8835871beca1	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/16/2025 1:59:14 PM Viewed: 9/16/2025 3:09:48 PM Signed: 9/16/2025 3:10:12 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/16/2025 3:10:17 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lauren Thoden lauren.thoden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

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

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/10/2025 10:42:02 AM
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: 9/16/2025 3:10:16 PM Viewed: 9/16/2025 3:25:48 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Chris Lutrick chris.lutrick@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/10/2025 3:18:57 PM ID: a750f338-34da-4c9d-9ae6-9d204b57311d		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/10/2025 10:41:40 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.

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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.

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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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Stuart C. Irby Company, LLC, for dielectric testing services and replacement of electric safety rubber goods for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 8877 – awarded to Stuart C. Irby Company, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $3,000,000.00). The Public Utilities Board recommends approval (6 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Denton Municipal Electric (DME) conducted a solicitation via a Request for Proposal (RFP) to identify a vendor for a dielectric testing service to facilitate testing and replacement of safety-related rubber goods used to work on the electric grid.

DME needs a vendor to facilitate testing and replacement of all rubber goods used to work on the electric grid. The nine (9) categories of equipment (e.g., gloves, sleeves, cover-ups, blankets, guts) being tested/replaced all contact energized power lines and equipment such as transformers and fuses. This equipment must be tested biannually and/or annually, and as needed, to ensure that it does not conduct electricity (dielectric testing). This regulatory and manufacturers' requirement ensures the safety of our employees. DME will be able to quickly and more efficiently test and replace equipment needed to facilitate repair and maintenance on the electric grid.

	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	Total
Rubber Gloves/Sleeves	$150,000	$280,000	$100,000	$110,000	$115,000	$755,000
Leather Gloves/Protectors	100,000	115,000	120,000	120,000	120,000	575,000
Testing	250,000	300,000	320,000	330,000	330,000	1,530,000
Contingency						140,000
Total:						**$3,000,000**

Requests for Proposals were sent to 980 prospective suppliers of this item, including 32 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Five (5) proposals were received and evaluated based upon published criteria, including delivery, compliance with specifications, performance, and price. Based upon this evaluation, Stuart C. Irby Company, LLC was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	280, 285, 287, 691, 941, 936, 941, and 992
Notifications sent for Solicitation sent in IonWave:	980
Number of Suppliers that Viewed Solicitation in IonWave:	40
HUB-Historically Underutilized Business Invitations sent out:	108
SBE-Small Business Enterprise Invitations sent out:	346
Responses from Solicitation:	5

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 13, 2025, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award a contract with Stuart C. Irby Company, LLC, for dielectric testing services and replacement of electric safety rubber goods for Denton Municipal Electric, in a one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $3,000,000.

PRINCIPAL PLACE OF BUSINESS

Stuart C. Irby Company, LLC
Fort Worth, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

The testing and replacement will be funded from Electric Safety & Training account 600110.6332. Requisitions will be entered on an as-needed basis. The budgeted amount of this item is $3,000,000.

EXHIBITS

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

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

For information concerning this acquisition, contact: Jeff Brown, 940-349-7189.

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

Exhibit 2
RFP 8877 - Pricing Evaluation for Dielectric Testing of Utility Rubber

			Respondent's Business Name:	C E S I	Protective Equipment Testing	Texas Electric Cooperatives	Titan Utility Services
			Stuart C. Irby				
			Principal Place of Business (City and State):				
			Fort Worth, TX	Walters, OK	Great Bend, KS	Georgetown, TX	Tickfaw, LA
Line #	**Description**	**UOM**	**Unit**	**Unit**	**Unit**	**Unit**	**Unit**
	Section A-Testing of Utility Rubber Gloves/Sleeves						
2	Test of Utility Rubber Gloves	EA	**$3.64**	$4.25	$6.75	$4.57	no bid
3	Test of Utility Rubber Sleeves	EA	**$6.98**	$6.45	$9.75	$6.94	no bid
	Section B-Testing of Utility Rubber Goods						
5	Test of Utility Rubber Goods Cover-Up	EA	**$7.28**	$13.00	$10.50	$13.98	$14.00
6	Test of Utility Rubber Goods Blanket	EA	**$7.68**	$10.00	$10.00	$10.76	$14.00
7	Test of Utility Rubber Goods Guts-Rubber	EA	**$7.28**	$14.25	$10.50	$15.33	$14.00
8	Test of Utility Rubber Goods Plastic	EA	**$7.28**	$13.75	$10.00	$14.79	$14.00
	Section C-Disposal of Failed Items						
10	Disposal of Failed Items		**No Charge**	No Charge	No Charge	100.0%	no bid
	Section D-Replacement Equipment						
	Replacement of Failed Items		**25.0%**	10.0%	10.0%	10.0%	0.0%
	Section E-Glove/Sleeve Bags						
14	Protective Bags to Carry Rubber Gloves and/or Sleeves		**25.0%**	5.0%	10.0%	5.0%	0.0%
	Section F-New Equipment						
16	Rubber gloves/sleeves, rubber cover-ups/guts in addition to current stock		**25.0%**	10.0%	10.0%	10.0%	0.0%
	Section G-Leather Protectors for Utility Rubber Gloves						
18	Leather Gloves designed to go over utility rubber gloves-Primary	Per Pair	**$39.00**	$49.28	$48.90	$52.99	no bid
19	Leather Gloves designed to go over utility rubber gloves-Secondary	Per Pair	**$31.00**	$38.18	$40.47	$41.06	no bid
	Section H-Leather Work Gloves						
21	Goat Leather Gloves- Arc 23cal, puncture rating 4, NFPA PPE level 2	Per Pair	**$33.75**	$37.18	$63.00	$39.98	no bid
	Section I-Sleeve Straps an Clips						
23	Straps and Clips that attach to sleeves to keep them in place.		**25.0%**	5.0%	10.0%	5.0%	0.0%

Evaluation						
Item #	**Standard Criteria**	**Stuart C. Irby**	C E S I	Protective Equipment Testing	Texas Electric Cooperatives	Titan Utility Services
1	Delivery/Project Schedule - 20%	**18.00**	13.00	10.00	9.00	8.00
2	Compliance with Specifications - 30%	**27.00**	15.00	19.50	15.00	6.00
3	Probable Performance - 20%	**18.00**	14.00	12.00	9.00	7.00
4	Price, Total Cost of Ownership - 30%	**30.00**	29.77	26.43	27.68	24.16
	Total Score:	**93.00**	71.77	67.93	60.68	45.16

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STUART C. IRBY COMPANY, LLC, FOR DIELECTRIC TESTING SERVICES AND REPLACEMENT OF ELECTRIC SAFETY RUBBER GOODS FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8877 – AWARDED TO STUART C. IRBY COMPANY, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $3,000,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for dielectric testing services and replacement of electric safety rubber goods for Denton Municipal Electric; 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	CONTRACTOR	AMOUNT
8877	Stuart C. Irby Company, LLC	$3,000,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations,

Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFP	8877
File Name	DIELECTRIC TESTING OF UTILITY RUBBER
Purchasing Contact	Crystal Westbrook
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

DS
LH

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND STUART C. IRBY COMPANY, LLC
(Contract # 8877)

THIS CONTRACT is made and entered into this date _____, by and between Stuart C. Irby Company, LLC a Texas limited liability company, whose address 7125 Belton, Fort Worth, TX 76118, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide services in accordance with the City's RFP # 8877 Dielectric Testing of Utility Rubber, 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 8877 (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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CONTRACTOR

BY: DocuSigned by: Russell James 2ADBC7430CA44D8...
AUTHORIZED SIGNATURE

Printed Name: Russell James

Title: Inside Sales

8173214011
PHONE NUMBER

russell@irby.com
EMAIL ADDRESS

2025- russell@irby.com
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
_____ CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by: Antonio Puente, Jr. E3760944C2BF4B5...
SIGNATURE

Antonio Puente, Jr.
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $3,000,000. Pricing shall be per Exhibit F attached.

2. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

3. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

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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.

4. 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.

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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.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or

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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.

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

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electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract

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without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests, and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the

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U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**:
A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs,

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losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:
A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or

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perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the

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Solicitation and the Insurance Exhibit.

35. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE**

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RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

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delivery of such deliverables to the City or at such other time as the City may request.
C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that

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solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. **NO GIFT OF PUBLIC PROPERTY**: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either

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the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith

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for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

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58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:
A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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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 and litigation matters are resolved, whichever period is longer. The Contractor shall grant access

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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, 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

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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 $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:

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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. PROFESSIONAL LIABILITY INSURANCE

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of $1,000,000.00 per claim, $2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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EXHIBIT F

Line #	Description	UOM	Stuart C. Irby Unit
	Section A-Testing of Utility Rubber Gloves/Sleeves		
2	Test of Utility Rubber Gloves	Per Pair	$8.20
3	Test of Utility Rubber Sleeves	Per Pair	$13.95
	Section B-Testing of Utility Rubber Goods		
5	Test of Utility Rubber Goods Cover-Up	Per Pair	$14.55
6	Test of Utility Rubber Goods Blanket	Per Pair	$15.35
7	Test of Utility Rubber Goods Guts-Rubber	Per Pair	$14.55
8	Test of Utility Rubber Goods Plastic	Per Pair	$14.55
	Section C-Disposal of Failed Items		
10	Disposal of Failed Items		No Charge
	Section D-Replacement Equipment		
	Replacement of Failed Items-% Off Retail List		25.0%
	Section E-Glove/Sleeve Bags		
14	Protective Bags to Carry Rubber Gloves and/or Sleeves-% Off Retail List		25.0%
	Section F-New Equipment		
16	Rubber gloves/sleeves, rubber cover-ups/guts in addition to current stock-% Off Retail List		25.0%
	Section G-Leather Protectors for Utility Rubber Gloves		
18	Leather Gloves designed to go over utility rubber gloves-Primary	Per Pair	$39.00
19	Leather Gloves designed to go over utility rubber gloves-Secondary	Per Pair	$31.00
	Section H-Leather Work Gloves		
21	Goat Leather Gloves- Arc 23cal, puncture rating 4, NFPA PPE level 2	Per Pair	$33.75
	Section I-Sleeve Straps an Clips		
23	Straps and Clips that attach to sleeves to keep them in place-% Off Retail List		25.0%

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EXHIBIT G

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.**

STUART C. IRBY COMPANY, LLC

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.**

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 [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 DocuSigned by: Russell James 2ADBC7430CA44D8...

Signature of vendor doing business with the governmental entity

9/12/2025

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: 86DC6B2C-9C1B-4AA5-84A6-D428754935AC
Status: Sent
Subject: Please DocuSign: City Council Contract 8877 Dielectric Testing of Utility Rubber
Source Envelope:
Document Pages: 34
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Crystal Westbrook
901B Texas Street
Denton, TX 76209
crystal.westbrook@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
9/11/2025 8:45:37 AM
Holder: Crystal Westbrook
crystal.westbrook@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@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: 198.49.140.104	Sent: 9/11/2025 9:02:04 AM Viewed: 9/11/2025 9:02:17 AM Signed: 9/11/2025 9:07:00 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	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/11/2025 9:07:03 AM Viewed: 9/11/2025 9:30:30 AM Signed: 9/11/2025 9:31:04 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/11/2025 9:31:07 AM Viewed: 9/12/2025 12:18:39 PM Signed: 9/12/2025 12:19:31 PM
Russell James russell@irby.com Inside Sales Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/12/2025 2:28:39 PM ID: c20b62f6-a184-4933-8e0a-a34ffd94ad77	DocuSigned by: Russell James 2ADBC7430CA44D8... Signature Adoption: Pre-selected Style Using IP Address: 170.85.98.115	Sent: 9/12/2025 12:19:33 PM Viewed: 9/12/2025 2:28:39 PM Signed: 9/12/2025 2:30:11 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/12/2025 2:33:06 PM ID: ea3977ef-d063-43f1-b3ed-d8608c6bdb20	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/12/2025 2:30:13 PM Viewed: 9/12/2025 2:33:06 PM Signed: 9/12/2025 2:33:20 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/12/2025 2:33:23 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex ingrid.rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/11/2025 9:07:03 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/12/2025 2:33:23 PM Viewed: 9/15/2025 9:06:13 AM

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		
Jeff Brown jeff.brown@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/11/2025 9:02:04 AM
Envelope Updated	Security Checked	9/11/2025 9:06:07 AM
Envelope Updated	Security Checked	9/11/2025 9:06:07 AM
Envelope Updated	Security Checked	9/12/2025 12:20:39 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.

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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: October 21, 2025

SUBJECT

Consider 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 engine spare parts and service work for the Denton Energy Center; and providing an effective date (File 8937 – awarded to Wärtsilä North America, Inc., in the not-to-exceed amount of $1,076,678.24). The Public Utilities Board recommends approval (6 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Recently, Denton Energy Center Engines 3, 6, and 10 encountered forced outages due to engine cylinder misfire, causing erratic and unstable operations. The Denton Energy Center on September 11, 2025, declared an emergency purchase for engine spare parts caused by the onsite inventory being exhausted of critical parts and components. These units are operational; however, the total output is derated 2-4 MW due to requiring additional parts and service.

Wärtsilä North America, Inc. has been contacted for the availability of personnel who could be on-site and assist in the issue diagnosis, as well as provide the needed parts for other units experiencing the same failures. Wärtsilä North America Inc. will provide field service of one (1) Electrical & Automation engineer, one (1) Mechanical engineer, and engine parts. The total service cost was quoted at $44,437.00 for the total and return unit to service.

The recent failures associated with these components have exhausted onsite spares as well as the funding available in the current parts contract. The premature component failures were identified and planned to be corrected with the approval of two capital projects in this current budget cycle. Staff are currently in the process of entering into a contract and procuring the necessary material to correct the issues. However, the sole source procurements File 8825 ($1,415,582) and File 8826 ($5,852,615) that were taken to SRC on May 28, 2025, are currently in the contract approval/procurement phases, with the latest contract redlines having been reviewed on September 4, 2025. Additionally, staff began the process of renewing the existing parts contract on June 25, 2025, after amending the not-to-exceed value due to the increased component failures exhausting funding. This new contract is currently in the advertising phase of procurement with a closing date of September 10, 2025. All encumbrances associated with this Declaration of Emergency will be encumbered to the associated capital project contract or the new parts contract.

To promptly replenish onsite spares to reduce the outage time and repair engines to full output for the City of Denton's energy demands, fulfilling our ERCOT obligations, the purchase of spare parts is necessary. Additionally, Denton Municipal Electric is currently in the procurement process of DEC engine and auxiliary parts and services.

Wärtsilä North America, Inc. is the original equipment manufacturer for the engines, as well as the only authorized sales and service representative for the parts requested. Wärtsilä North America Inc. was able to provide a quote for parts and delivery for the purchase cost of $1,032,241.24.

Delivery time is 7-30 days with two items at 8-12 weeks ETA from the fully accepted order.

Efforts to outsource the components concluded that only Wärtsilä North America can provide the engine parts. These components are manufactured by Wärtsilä and are not authorized for sale by other suppliers.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 13, 2025, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Approve the emergency purchase of engine spare parts and service work for the Denton Energy Center, in the estimated expenditure amount of $1,076,678.24.

PRINCIPAL PLACE OF BUSINESS

Wärtsilä North America, Inc.
Houston, TX

ESTIMATED SCHEDULE OF PROJECT

This is a single purchase processed as an Emergency Declaration once all on-hand parts were exhausted. Delivery of the items will occur within 30 days after receipt of the order.

FISCAL INFORMATION

These services will be funded from Denton Energy Center account 600105.6525.5500. Purchase Order #212264 has been entered into the Purchasing software system in the amount of $1,048,329.50. The budgeted amount for this item is $1,076,678.24.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Quote
Exhibit 3: Ordinance

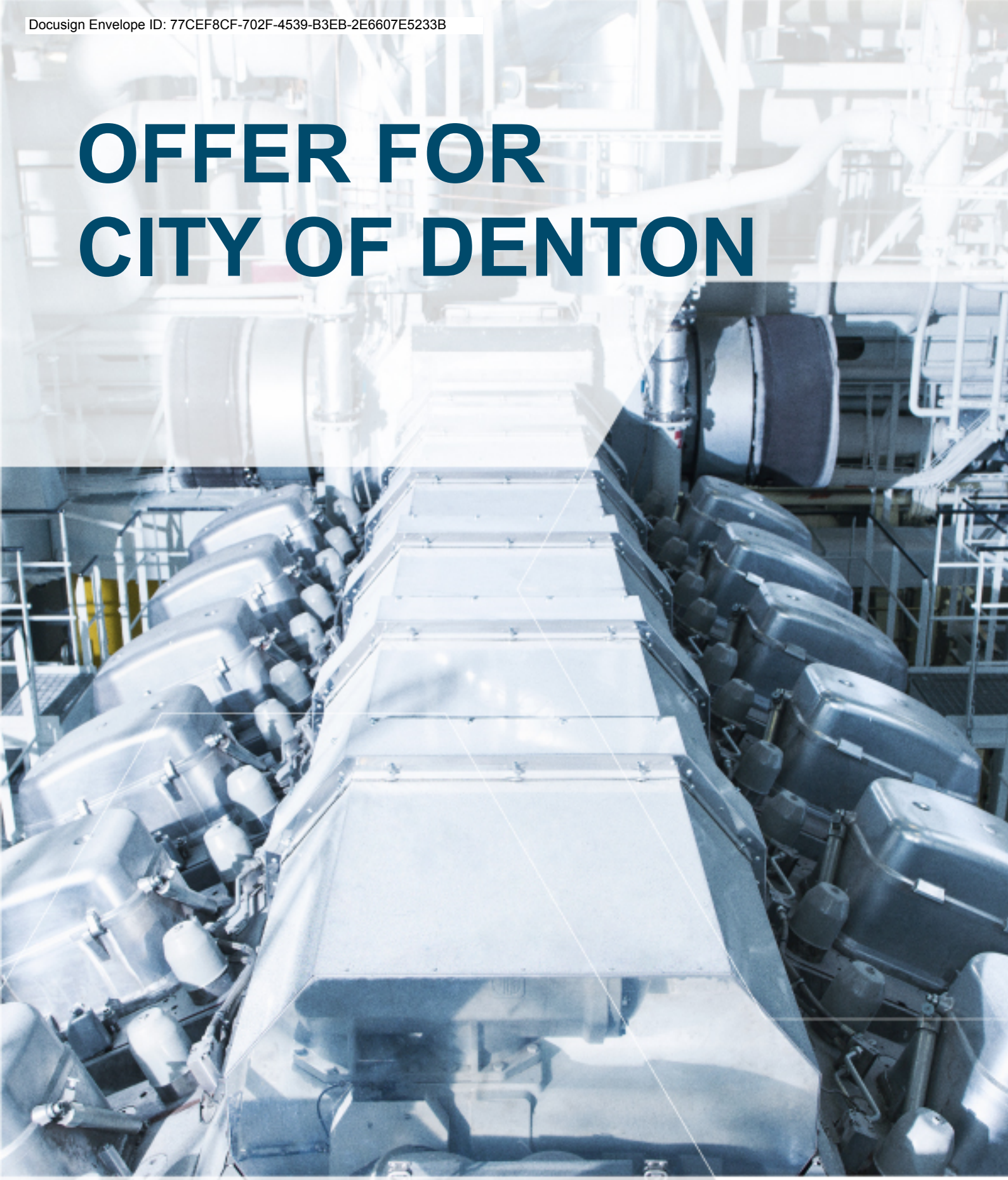
Respectfully submitted:
Lori Hewell, 940-349-7100
Purchasing Manager

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

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

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

OFFER FOR CITY OF DENTON



CITY OF DENTON
DENTON ENERGY CENTER

WÄRTSILÄ

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Offer number: SO-133270-1
Date: Aug 20, 2025

Customer
City of Denton
1659 Spencer Road
Denton Texas 76205

Your Contact Arthur Pando
Your Inquiry Date Aug 17, 2025
Your Reference
Terms of Payment 30 days net
Offer Valid To Sep 18, 2025

TROUBLESHOOT SERVICE OFFER FOR DENTON ENERGY CENTER

Dear Arthur,

Thank you for your inquiry. Please see below our estimated field service offer to troubleshoot the multiple misfires on the engine 6 at your power plant.

This offer is valid for the following equipment:
DENTON ENERGY CENTER
PAAE317350 WÄRTSILÄ 18V50SG

Engine Troubleshooting USD 36,132.00
This includes the following:

- E&A Engineer x 1 Travel Time - 24 hrs (12 hrs each way)
- E&A Engineer x 1 On-site work - 3 days (12 hrs per day)

- Mechanical Engineer x 1 Travel Time - 24 hrs (12 hrs each way)
- Mechanical Engineer x 1 On-site work - 3 days (12 hrs per day)

Travel Expenses and Accommodation USD 8,305.00
Estimated Field Service Expenses for two (2) Wartsila personnel to cover, Airfare, Hotel, Car rental, per diem, and any job-related incidental cost. They value mentioned is for an estimate purpose only. Our final invoice will reflect at an actual cost + 10%

Estimated total price excluding VAT/Tax	USD 44,437.00
Total price	**USD 44,437.00**

Will be invoiced according to actual hours

Field Service

The service work will take place upon receipt of firm Purchase Order.

Date of Service Attendance: To be discussed and decided

Location:
Denton Energy Center.
Denton, TX, USA.

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Manpower:

- E&A Engineer x 1 (for on-site 3 workdays, 12 hrs per day)
- Mechanical Engineer x 1 (for on-site 3 workdays, 12 hrs per day)

PAAE317350 WÄRTSILÄ 18V50SG

Engine Troubleshooting

Upon receipt of firm purchase order, Wartsila personnel will make travel arrangements to be on-site to investigate and troubleshoot on engine 6.

Scope of work:

- Investigate the root cause of the multiple consecutive misfires in cylinder B9 on engine 6.
- Check the functionality of the components, and ensure all connections and wiring are intact.
- Provide recommendations to resolve identified issues and complete troubleshooting in effort to return the engine to running operating condition.
- Provide the complete service report.

Terms of offer

Please know, the total number of days (3) for two (2) Wartsila Personnel to complete the service work mentioned in this offer are for an estimate purpose only. Our final invoice will reflect based on an actual time spent on this job.

Offer specific terms

The offered price includes travelling hours and on-site work hours. Estimated travelling and accommodation expenses are included in this offer. However, they are for estimate purpose only. Our final invoice will reflect at actual cost +10%.

Notes

Our engineers will make a safety inspection before any work is started. This inspection will not replace customers responsibility for ensuring a safe work site and environment. In accordance with Wartsila Safety Commitment, all attending Wartsila Service Personnel have authority to stop work if an unsafe or hazardous condition is observed.

Customer responsibilities

- To provide an easy access for Wartsila Field Service personnel to be on-site.
- To remove the engine from service and isolate to the satisfaction of attending Wartsila Field Service Personnel as and when required.
- To provide all parts and miscellaneous consumables to perform the service work mentioned in this offer.
- To provide at least One (1) knowledgeable technician during entire job execution.
- For any delays that are not caused by Wartsila.
- To provide any engine specific tools in working condition and calibrated up to date.

Deliverables

Wärtsilä will provide a complete service work report after completion of the service attendance. This report will include all measurements taken during the service and recommendations.

Additional work

If the service measures will reveal the necessity for any additional required measures or spare parts, this will be offered separately. The Customer will be notified to obtain approval prior to commencement of work.

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Additional ordered parts during execution will be invoiced after completion.

Change of requirements

Any change in requirement and/or scope of supply will be subject to review and may affect prices offered. For any changes to the specification requested after acceptance of the order, we reserve the right to amend prices and delivery dates accordingly.

Conditions

This Offer is governed by Wärtsilä's General Terms and Conditions, attached, unless a signed framework or maintenance agreement between the parties takes precedence. The applicability of any other Terms and Conditions is expressly rejected. Validity of this document is subject to the full payment of all the overdue invoices and approved credit review by Wärtsilä.

Appendices

Energy-North Americas-WUS-FS Rates-USD-01-2025
EN-EN General Terms and Conditions - Services 2025
Wartsila Safety Commitment

Thank you for the opportunity, we hope our offer meets your expectations and we look forward to receiving an order from you.

Sincerely

Wärtsilä North America, Inc.
Andrew Corbitt
Account Manager, Energy Services
andrew.corbitt@wartsila.com

Wärtsilä North America, Inc.
Nisar Ahmed
Senior Lifecycle Proposal Engineer, USA & Canada
nisar.ahmed2@wartsila.com

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Field Service Rates 2025

Wärtsilä North America In

SERVICE WORK CHARGES VALID FOR 4-Stroke, Electrical & Automation

A. RATES in USD excl. VAT

Applicable Rates:	Hourly Rates		
Performed by	Normal Rate	Overtime A Rate	Overtime B Rate
Service Technician	190	210	245
Service Engineer	269	283	314
Superintendent	321	368	398

B. Terms and conditions

Normal Hourly Rate	Monday to Friday up to eight (8) consecutive hours for work performed between 7:00 AM and 7:00 PM.
Overtime A	Monday to Friday, commencing on ninth (9th) working hour for work performed between 7:00am and 7:00pm (daytime) and for work performed between 7:00pm and 7:00am (night-time). Saturdays, up to first eight (8) consecutive hours.
Overtime B	Saturdays, commencing on ninth (9th) working hour. Sundays and public holidays, all hours.
Daily allowance	Domestic travelling will be charged with 80 USD per day. International travelling will be charged according to government country specific daily allowance.
Travel Hours	Will be charged as Normal hours.
Waiting Time	Will be charged up to max. 8 hours per day as Normal hours for both Normal Weekdays and Other Days.
Preparing & Reporting Time	Will be charged up to max. 8 hours per day as Normal hours for both Normal Weekdays and Other Days.
Special Tools	All Special Tools provided by Wärtsilä Group will be charged according to separately provided price list or quoted price.
Company Car Usage	1 USD per mile.
Travelling Expenses	Will be charged at cost plus 10% administrative fee.
Miscellaneous Expenses	Will be charged at cost plus 10% administrative fee.
Working Aboard	If a service worker must stay on board an installation without the possibility of exit after a working day, a minimum of 12 hours per day will be charged according to applicable rate.

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

C. Reserved rights and charges

C1. Reservation Fee

This Reservation Fee will be applied when the customer specifically requests to put an engineer on “Reserved Status” (making him/her unavailable for other jobs or service assignments) awaiting travel instructions to customers work site. A maximum of five days is permissible for reserving an engineer. When five days have elapsed Wärtsilä reserve the right to re-assign the engineer for other service assignments.

See table in Section C3 for applicable fees.

C2. Rescheduling and Cancellation Fees

If customer requests service work to be rescheduled or cancelled less than 1 week prior to the scheduled job start date, a *Rescheduling Fee, or a Cancellation Fee (for each* affected service engineer) will be charged in accordance with Table C3.

Confirmation of the newly requested dates will be subject to the availability of the required engineer(s).

In addition to the Rescheduling or Cancellation fee, customer shall be responsible for all other costs incurred by Wärtsilä as a result of the rescheduling, including, but not limited to, unavoidable additional travel and accommodation costs.

See table in Section C3 for applicable fees.

C3. Table of applicable fees (per affected engineer)

Reservation Fee	Rescheduling Fee	Cancellation Fee
USD 1076	USD 1076	USD 2152

D. General Terms & Conditions

In all other respects, the latest version of “*WÄRTSILÄ GENERAL TERMS AND CONDITIONS SERVICES”* applicable at the time of order, shall be applied.

All spare parts used for maintenance work will be charged according to Wärtsilä global list price, and the latest version of *“WÄRTSILÄ GENERAL TERMS AND CONDITIONS PARTS”* applicable at the time of order, shall be applied.

E. Validity

Date of revision: **01.01.2025**

This price list is valid from the Date of Revision and continues until further notice.

Wärtsilä reserves the right to revise and amend this price list at any time.

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WÄRTSILÄ GENERAL TERMS AND CONDITIONS SERVICES (2025)

1. INTRODUCTION, CONTRACT FORMATION, SCOPE, AND CHANGES

1.1 These General Terms and Conditions – Services (2025) (the "Conditions") shall, unless otherwise agreed in writing, apply to all services performed ("Service Work") by any authorized member, agent, or representative of the Wärtsilä Group (the "Contractor") for a customer (the "Customer").

1.2 Offers are non-binding until accepted and confirmed by a purchase order issued by the Customer in compliance with these Conditions. Upon receipt of the Customer's purchase order, the Contractor may issue an order acknowledgement or begin work, in either case forming a "Contract". These Conditions shall form an integral part of the Contract.

1.3. Any Customer-introduced terms inconsistent with or additional to the Conditions are hereby disclaimed, shall not be incorporated into the Contract, and shall have no effect unless signed by the Contractor's authorised representative.

1.4 The Contractor's offers are conditional on credit approval and discharge of any existing debts. The Contractor may rescind any offer or suspend or terminate the Contract without liability to the Customer if the Customer does not discharge existing debts or is deemed, at the Contractor's sole discretion, not credit worthy.

1.5 The Customer may not change or cancel any purchase order after it has been received by the Contractor unless the Contractor has agreed in writing to such change or cancellation. The Customer shall pay any applicable rescheduling, cancellation, or variation order fees as per the Contractor's latest rates.

1.6 Depending on conditions encountered or discovered after formation of the Contract, the Contractor may recommend reasonable changes to the scope of the Service Work or Physical Work and the Customer shall pay for any additional Service Work provided by the Contractor because of such changes.

1.7 The Customer shall compensate the Contractor for any increases in the Contractor's cost of performing the Service Work arising after the Contractor's offer because of the actions or omissions of the Customer or a third party not under Contractor's control (such as, but not limited to a change of law or a Force Majeure event) if such increases are not foreseeable at the time of the offer or are not reasonably preventable by the Contractor's actions.

2. SCOPE OF SERVICES

2.1 The Contractor shall perform the Service Work specified in the Contractor's order acknowledgement. Service Work may be delivered onsite or remotely.

2.2 Service Work may include: (1) **"*Field Service***", that is, the attendance of a service technician or technical manpower ("Primary Service Technician") provided by the Contractor to perform installation, commissioning, repair, reconditioning or maintenance of the Customer equipment; (2) ***"Workshop Services"***, that is, the inspection, overhaul, replacement or reconditioning of the Customer's parts at the Contractor's workshop; (3) ***"Technical Advisory Services",*** that is, the provision of technical advice by the Contractor's technical expert(s) ("Technical Advisor"); (4) "***Investigation Services***", that is, the inspection or investigation of the condition or performance of the Customer parts or equipment; (5) "**Underwater Services**", that is, any Field Service or Investigation Service that is performed underwater or that is wholly or partially performed by diving; or (6) other services as specified in the Contractor's order acknowledgement.

2.3 If the Contractor is providing Technical Advisory Services, the Contractor is not responsible for performing any installation, repair, or maintenance of equipment (the "Physical Work"). The Customer shall provide adequate Primary Service Technician(s) to complete the Physical Work and ensure that they fully cooperate with the Contractor's Technical Advisor(s). The Customer shall have no right to employ the Contractor's personnel for Physical Work unless the Contractor has undertaken that its Technical Advisor(s) will perform such work in its order acknowledgement. A Technical Advisor is not a supervisor or superintendent over the Primary Service Technician(s) or of the Physical Work. Where providing Technical Advisory Services, the Contractor disclaims all responsibility for Physical Work performed by the Customer's Primary Service Technician(s). Any Physical Work directly performed by the Contractor's Technical Advisor(s), and any participation by the Contractor's Technical Advisor(s) in the Physical Work, shall, unless duly recorded in the Service Report as Physical Work performed by the Contractor's Technical Advisor(s), be deemed ancillary and incidental to their role, and shall not give rise to any additional warranty obligations or liability. Physical Work duly recorded in the Service Report as having been performed by or with the involvement of the Contractor's Technical Advisor(s) shall be treated as Field Service.

2.4 Unless otherwise stated in the Contractor's offer or order acknowledgement, Workshop Services does not include transportation of the Customer's parts to and from the Contractor's workshop. The Customer shall arrange to deliver the parts DDP Contractor's workshop, and to pick up the parts FCA Contractor's workshop once the Service Work is completed.

2.5 Investigation Services do not include any guarantee as to the results or condition of the Customer equipment or part investigated, and do not give rise to a warranty.

2.6 The Contractor may prepare a service report describing, e.g., the Service Work it has performed, the conditions it encountered – including the prior condition of the equipment being serviced -- and any relevant observations and recommendations for the Customer (the "**Service Report**"). Service Reports are prepared, shared and stored at the Contractor's sole discretion and for the Contractor's benefit, and the Contractor has no obligation to preserve Service Reports for the Customer's benefit unless separately agreed in writing. Service Reports are not works made for hire, and copyright shall vest and remain with the Contractor. If copyright to such Service Reports vests to the Customer under applicable law, the Customer agrees to take all necessary actions (at its own expense) to assign such copyright to the Contractor. If a Service Report is shared with the Customer, it is provided on an 'as is' basis with no warranty whatsoever, express or implied. The Contractor makes no representation that Service Reports are accurate, complete, or timely. Irrespective of any Customer confidential information they may contain, Service Reports shall be deemed solely confidential information of the Contractor under Section 3.1 of these Conditions.

3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

3.1 Neither party shall copy or disclose to a third party any document or data provided by the other party on a confidential basis (as clearly indicated in writing at the time of the initial disclosure) without the prior written consent of the other party or use them for purposes other than those for which they were provided. Intellectual property rights associated with the Service Work, or any document or data provided by the Contractor in connection therewith shall remain the Contractor's property. The Customer shall defend, indemnify, and hold harmless the Contractor against all claims, losses, and damages, including reasonable attorneys' fees, arising out of, or resulting from any reuse, modification, reproduction or publication of the Contractor's intellectual property documents or data. To the extent there is a conflict between the foregoing provisions regarding confidentiality and intellectual property and any terms or conditions of any software license agreement, the terms and conditions of such software license agreement shall prevail.

3.2 Notwithstanding anything to the contrary, companies belonging to Wärtsilä Group shall have the right to collect data from sensors, instruments, monitors, data collectors, industrial control or SCADA devices located at Customer's sites or on the equipment delivered, or if agreed between the parties through any digital platform managed by the Customer or an authorized third party for storing such data, and use such data, including but not limited, to support and develop its products, solutions and services. Data may be transferred within Wärtsilä Group and to third parties who act for or on its behalf for processing the data. Companies belonging to Wärtsilä Group shall own any enrichment, report or derivative work developed or derived from such data. The rights granted hereunder shall survive any termination or expiration of the Contract.

3.3 Subject to the Customer´s compliance with the Contract and these Conditions, the Contractor grants the Customer a non-exclusive license to use any software supplied with the Service Work ("Software") in connection with the normal and proper use of the applicable products. If Software is supplied as part of the Service Work, the term Service Work shall be deemed to include Software whenever used in these Conditions. The Customer may make copies of the Software only where essential for its lawful operation or for necessary back-up purposes. The following terms apply to the Software: (1) Customer shall not copy, modify, create derivative works from, disassemble or otherwise attempt to derive the source code; (2) supply of Software does not include updates, upgrades, maintenance, support or other additional services and any such items shall be subject to separate written agreement and additional cost; (3) the use of the Software may be subject to separate terms of use or third-party software terms as updated from time to time; (4) any onward supply of the Software to the Customer's customers or other end users, shall be subject to the applicable terms of the Contract and these conditions (or substantially equivalent terms). If any cloud-based service is supplied in connection with the Services ("Cloud Service") then the Customer may access the Cloud Service for the duration agreed in the Contract.

4. PERFORMANCE, DELIVERY, ACCEPTANCE

4.1 The Customer shall be deemed to have accepted the Service Work performed by the Contractor and the quality and quantity of any parts delivered as part of the Service Work as being in accordance with the Contract unless the Customer has notified the Contractor of any non-conformity,

shortages, or damage within three (3) days following the last day on which the Service Work was performed. Any date or period for dispatching or completion stipulated or quoted shall be deemed to be an estimate only, and there shall be no express or implied time limit in dispatching or completing any Service Work.

4.2 If the Customer anticipates that the Service Work cannot be commenced or a delivery accepted as agreed in the Contract due to reasons attributable to the Customer, the Customer shall notify the Contractor in writing stating the reason and the time when the Customer anticipates that the Service Work could commence, or the delivery be accepted. The Contractor may by notice require the Customer to set a final reasonable time for when the Service Work should commence, or the delivery be accepted. Any additional costs related to such delay shall be borne by the Customer, including as further described in Clauses 1.6, 1.7 and 9.3.

4.3 All references to trade terms shall be interpreted in accordance with Incoterms® 2020. Any date or period for delivery or completion of services stipulated or quoted by the Contractor shall be deemed to be an estimate only. Packing materials shall not be returned to the Contractor.

4.4 The Contractor has a right to suspend the performance of its obligations under the Contract if it is reasonably clear from the circumstances that the Customer will not be able to perform its obligations as stated in the Contract.

5. COMPENSATION, PAYMENT, AND OWNERSHIP

5.1 If not expressly agreed otherwise in writing, the Contract's price is based on the Service Work performed during normal working hours. Time sheets for each week shall be provided by the Contractor to the Customer and shall be promptly checked and attested by the Customer. The time sheets provided by the Contractor shall be deemed to be evidence of the working hours invoiced by the Contractor. Hourly rates, overtime rates and daily allowances shall be as specified in the Contractor's standard rates then in effect (such rates are subject to change from time to time). The Customer will be charged a daily allowance for each of the Contractor's personnel based on the number of working days from the date of departure of such personnel until their return. Unless otherwise agreed in writing, a normal working week is comprised of forty (40) hours; eight (8) hours per working day, spread over five (5) working days. Local holidays shall be observed. Unless otherwise agreed, any Service Work done outside normal working hours shall be charged to the Customer as overtime. Any waiting and/or stand-by time for which the Contractor is not responsible shall be charged to the Customer as normal working time. Time spent by the Contractor's personnel travelling to and from the Contractor's office, the work site and the Customer-provided lodging shall be for the Customer's account. The daily remuneration and allowances shall be payable during incapacity caused by sickness of or accident to any of the Contractor's personnel if caused by failure of the Customer to maintain safety in the work site environment.

5.2 All travel expenses, plus ten percent (10%) handling cost, incurred in connection with the Contract shall be for the account of the Customer. Travel expenses include: (a) fares for journey by rail, sea, air, car and/or bus; (b) carriage, freight and customs duties as well as insurance due in connection with personal effects, instruments and tools required for the Service Work, including necessary costs for overweight on air freight; and (c) all out-of-pocket expenses incurred by the Contractor for the Service Work ordered by the Customer, such as internet use, facsimile and telephone calls.

5.3 In the event of any illness or accident affecting any of the Contractor's personnel, whether during the performance of Service Work or otherwise, necessitating medical attention or hospital treatment, the Customer shall ensure that the best and appropriate medical facilities and medications are made available to the Contractor's personnel. If it is necessary to repatriate an ill, injured, or deceased member of the Contractor's personnel, the Customer shall assist the Contractor in arranging for such repatriation in the safest and most expedient manner. All costs incurred under this Clause 5.3 shall be borne by the Contractor.

5.4 Unless otherwise agreed, payment shall be made by bank remittance in the currency and to the bank account set forth in the invoice within twenty (20) days following the date of the invoice. Payment shall be made in full without any set off, counterclaim or deduction, all expenses for remitting payments being borne by the Customer. The Customer shall pay interest on overdue payments from the maturity date until the actual date of payment at the rate of one and one quarter percent (1.25%) per month, compounded monthly. The Customer shall pay the Contractor all costs related to the collection of overdue amounts, including reasonable attorneys' fees. In the event any payment is more than thirty (30) days late, the Contractor shall be entitled to suspend or terminate the Contract by written notice to the Customer, and such remedies shall not be exclusive of the Contractor's additional rights under contract or law. Title to any part, material, equipment, supplies, consumables or replacement and any other items furnished, provided, or supplied by the Contractor in performance of the Service Work shall pass to the Customer only when payment in full has been received by the Contractor. The Contractor may as a precondition for the performance of the Service Work, request that the Customer provides the Contractor with security covering any unpaid amount already owed to the Contractor or one of its affiliates.

5.5 Any assistance or work performed by the Contractor outside the scope of Contract shall be charged as extra work in accordance with the Contractor's standard rates then in effect and with these Conditions.

5.6. All prices quoted in the Contractor's offer, order acknowledgement, price lists(s) or invoices are net and exclude taxes, duties, tariffs and similar assessments which are payable in addition as applicable. The Contractor reserves the right to make changes to its price list(s) without prior notice.

6. WARRANTY

6.1 For Service Work where the Contractor is providing Field Service, Underwater Field Service, or Workshop Services, the Contractor shall re-perform, in whole or in part, at its sole discretion, any defective Service Work which appears during the warranty period. If providing Technical Advisory Services, the Contractor shall revise or supplement any erroneous technical advice discovered during the warranty period but provides no warranty or remedy for Physical Work performed by the Customer's Primary Service Technician(s) or warranty as to the general condition of equipment with respect to which the Contractor has provided Technical Advisory Services. Investigation Services do not give rise to any warranty. Service Work does not create a general warranty for the equipment, part or component serviced, and the Contractor's sole warranty obligation is to re-perform any defective Service Work.

6.2 The Customer shall immediately take appropriate steps to prevent any defect from becoming more serious, and to enable the Contractor to perform its warranty obligations under Clause 6.1 in a cost-effective manner either at the original location where the Service Work was performed or at another location acceptable to Contractor.

6.3 All warranty claims shall be made in writing without delay and not later than fourteen (14) days following discovery of such defect during the warranty period. The Customer shall have the responsibility to establish that its claim is covered by this warranty. Parts replaced by the Contractor under warranty shall become the Contractor's property and upon the Contractor's request, be returned at the Contractor's cost. Delivery of repairs or re-performance under this warranty will be made in accordance with the original Contract delivery terms. The Contractor warrants that any Software shall not contain any material non-conformance with the Contractor's technical specification for such software during the warranty period and that the Cloud Service will perform substantially in accordance with the Contract and the Contractor´s technical specifications for the duration of the applicable term provided in the Contract.

6.4 The warranty period for the Service Work begins on the date of delivery and ends six (6) months from the last day of performance of the applicable Service Work. The warranty period in respect of Service Work which has been re-performed under the warranty shall expire six (6) months following the last day on which the Service Work was re-performed under the warranty. The re-performed Service Work, and the warranty for re-performed Service Work, shall be subject to the same terms, conditions, and limitations of liability applicable to the originally-performed Service Work. Under no circumstances shall the warranty period of any Service Work (whether original or re-performed) extend beyond the date that is twelve (12) months following the date of commencement of the original warranty period as stipulated above in the first sentence of this Clause.

6.5 The Contractor shall not be liable for, and the warranty of this Clause does not apply to any defect due to or arising in connection with: (1) any Physical Work performed by Primary Service Technicians provided by the Customer, (2) any materials, components, tools, designs or software provided by the Customer; (3) negligence or wilful misconduct of the Customer or third parties; (4) parts, accessories or attachments other than those supplied by the Contractor in the course of performance of the Service Work; (5) improper service work, installation or alterations carried out by the Customer; (6) normal wear and tear; (7) use of unsuitable material or consumables by the Customer; (8) fluctuation in the grid; (9) any use, service or operation of any equipment, parts or components upon which Service Work was performed which is not in conformity with manuals, instructions or specifications provided by the Contractor or which is otherwise not in accordance with normal industry practice; or (10) any non-conformities, defects (including latent defects), damage, vulnerabilities, or problems with the Customer's equipment or parts which predate the Service Work, even where the Service Work specifically includes Investigative Services intended to identify such pre-existing conditions or Workshop Services to re-condition a part. The Contractor's warranty obligation does not include any cranage, electricity, scaffolding, docking, towage costs, demounting or mounting costs, additional costs and expenses incurred by Contractor as a result of Customer's request to re-perform the Service Work at a location different than the original location, and expenses of the Contractor's personnel or representatives, taxes, and duties, and all such costs and expenses shall be reimbursed by the Customer to the Contractor when applicable. The Contractor's warranty obligation also does not include diving or sub-sea work, except if the Contractor originally provided Underwater Services. If, after the Contractor's warranty investigation, the Contractor (at its sole discretion) concludes that the Customer does not have a warranty claim within the scope of these Conditions, then the Customer shall be responsible for all applicable costs and expenses incurred by the Contractor in investigating or responding to the warranty claim.

6.6 THIS CLAUSE 6 SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE SERVICE WORK AND IS IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES EXPRESS OR IMPLIED INCLUDING WARRANTIES, GUARANTEES, OBLIGATIONS OR LIABILITIES AGAINST NON-CONFORMITY OR DEFECTS. THE CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION FITNESS FOR PURPOSE, MERCHANTABILITY OR SATISFACTORY QUALITY) WITH RESPECT TO ANY NON-CONFORMITY, DEFECT, ERROR, OR OMISSION ASSOCIATED WITH THE SERVICE WORK. THE CUSTOMER ACCEPTS THE SOFTWARE AND CLOUD SERVICE "AS IS" AND AS AVAILABLE. THE CONTRACTOR DOES NOT GUARANTEE THAT THE SOFTWARE OR CLOUD SERVICE WILL BE ERROR-FREE, VIRUS-FREE,

UNINTERRUPTED OR FREE FROM VULNERABILITIES, OR THAT THE CONTRACTOR WILL CORRECT ALL ERRORS. THE CUSTOMER ACKNOWLEDGES THAT THE CONTRACTOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE CLOUD SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE CONTRACTOR IS NOT RESPONSIBLE FOR ANY DOWNTIME OR OTHER PROBLEMS IN THE CUSTOMER'S OR ANY OTHER THIRD PARTY'S SYSTEMS. THE CONTRACTOR IS NOT LIABLE FOR DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7. CONTRACTOR'S LIABILITY

7.1 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL THE CONTRACTOR BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING (WHETHER ACTUAL OR ANTICIPATED) NOR FOR LOSSES OR DAMAGES (WHETHER ACTUAL OR ANTICIPATED) CAUSED BY REASON OF UNAVAILABILITY OF THE EQUIPMENT OR THE FACILITY, SHUTDOWNS OR SERVICE INTERRUPTIONS, LOSS OF USE, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF REPUTATION, INVENTORY OR USE CHARGES, COST OF PURCHASED OR REPLACEMENT POWER, INTEREST CHARGES OR COST OF CAPITAL, ANY CLAIMS OF THE CUSTOMER'S CUSTOMERS, PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF SUBSTITUTED EQUIPMENT, SPARE PARTS OR SERVICES OR REPLACEMENT, REMOVAL OR REINSTALLATION SERVICE WORK NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, TOWAGE CHARGES, POLLUTION REMEDIATION COSTS, COSTS OF DOCKING, DIVING OR SUB-SEA WORK, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER PLANT SITE, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO GOODS OWNED BY THE CUSTOMER), DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN THE EQUIPMENT, COMPONENTS OR PARTS ON WHICH SERVICE WORK WAS DIRECTLY PERFORMED HEREUNDER, COSTS FOR ANY ADDITIONAL TESTS, SEA TRIALS, DEBRIS REMOVAL OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE, LOSS OR CORRUPTION OF DATA.

7.2 NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT, IN NO EVENT SHALL THE CONTRACTOR'S AGGREGATE LIABILITY TO THE CUSTOMER UNDER THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY OR EQUITY, EXCEED THIRTY PERCENT (30%) OF THE CONTRACT PRICE.

7.3 The Contractor shall not be liable for any work carried out by the Customer, the Customer's Primary Service Technician(s), or by any third party, even though carried out under the direction or supervision of, with assistance from, or vetted by the Contractor's personnel or Technical Advisor(s). The Customer shall bear the risk of loss of its equipment and other goods in connection with the Service Work, even if such equipment or goods are in facilities used by the Contractor.

7.4 The Contractor shall not be liable for any harm, injury or damages due to or arising in connection with: (1) limited, inaccurate, or insufficient visibility, information or situational awareness where the Service Work is performed remotely, (2) software provided by the Customer; (2) monitoring, digital and/or cybersecurity-related systems other than those provided by the Contractor; or (3) improper service work, installation or alterations carried out by the Customer on any monitoring, digital and/or cybersecurity-related systems. Improper service work includes any act or omission which contradicts the recommendations regarding maintenance, configuration or operation issued by the supplier or manufacturer of the system resulting in detrimental reliability or increased possibility of failure.

8. INSURANCE

Each of the Contractor, the Customer, and any subcontractor of the Customer providing Primary Service Technician(s) to the Customer, shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own property and personnel and cover its general liability.

Each party shall obtain a waiver of all rights of recourse and subrogation against the other party from its insurers as well as indemnify and hold the other party harmless for all claims of or by either of the parties' insurers.

9. FORCE MAJEURE AND OTHER EXCUSABLE DELAYS

9.1 Neither the Contractor nor the Customer shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by, or arising from an event of force majeure ("Force Majeure"). Force Majeure means any events or circumstances (whether foreseen or unforeseen) which are beyond the reasonable control of the party affected, and includes without limitation acts of God, wars whether declared or not, any events involving ammunitions of war, civil wars and riots, hostilities, public disorder, acts of terrorism and severe threat of terrorism, cyber incidents, any measures taken by public authorities in connection with threat of terrorism, embargos and import or export restrictions, acts of civil or military authorities, any lawful or unlawful restrictions and actions of any public authority or government, sanctions, boycotts, fire, flood, accidents, strikes, failure of a subcontractor or sub-supplier of the Contractor to provide manpower, materials or goods caused by an event that qualifies under this Clause 9.1, shortage of transportation, the imposition of transport restrictions or customs clearance problems, epidemics, unusually severe weather affecting either party, or causes beyond their control.

9.2 Once a party is aware that its performance under the Contract is affected by Force Majeure, the affected party shall, without undue delay, give written notice to the other party briefly setting out relevant details of the delay.

9.3 If the Service Work cannot be commenced as agreed or is interrupted due to reasons of Force Majeure or for other reasons not attributable to the Contractor, the costs for maintaining personnel at or near the work site (including, without limitation, wages and lodging) will be borne by the Customer. If the interruption continues for more than one week, the Contractor may, at its own discretion, withdraw such personnel to their home location or another reasonable location. All expenses in relation to such withdrawal and/or subsequent return shall be borne by the Customer. All reasonable additional costs incurred by the Contractor because of the suspension and any subsequent resumption or completion of the Service Work shall be reimbursed by the Customer.

9.4 If the period of suspension exceeds two (2) months, either party may terminate the Contract by three (3) days' notice in writing to the other party without prejudice to the rights of either party up to the date of termination. Any termination because of Force Majeure shall not affect a party's right to receive payment in respect of all costs incurred, as at the date of the termination notice, in pursuit of its obligations.

10. SECURITY AGREEMENT

To the extent permitted by law, the Customer hereby grants to the Contractor a lien on and a continuing security interest, and when applicable a maritime lien for necessaries, in and to all equipment, parts and components upon which the Service Work is performed and all products and proceeds derived from the sale or lease thereof as security for the payment in full of such Service Work. The Customer hereby waives all claims, defences, and causes of action that the Customer may have in connection with the exercise of any such lien rights by the Contractor.

11. THE CUSTOMER'S ADDITIONAL PERFORMANCE OBLIGATIONS

The Customer shall comply with all laws, rules, and regulations applicable to the performance of the Service Work. The Customer shall provide or secure for the Contractor, at no cost, all the following facilities, rights and services which must be in English or another language acceptable to the Contractor's personnel, and of sufficient type, quality and/or quantity for the Contractor's performance of the Service Work, unless otherwise agreed to in writing by the parties:

11.1 Ancillary manpower equipped with appropriate tools (such as drills and hand lamps), heavy duty hoisting and transport facilities along with the necessary fuel, lubricants, water, electricity, compressed air and cleaning facilities for the Contractor's performance of the Service Work;

11.2 Heated and/or air-conditioned facilities with available drinking water for the Contractor's personnel near the work site as follows:

(a) service storage sheds with locks, equipped with shelves and bins for tools, equipment and supplies of the Contractor's personnel;
(b) changing rooms, provided with locks, toilet and washing facilities for the use of the Contractor's personnel; and
(c) furnished offices with locks, equipped with telephones, facsimile, internet, and other communication requirements of the Contractor's personnel.

11.3 Heated and/or air-conditioned boarding and lodging facilities for the Contractor's personnel that must:

(a) be safe, secure, clean, and free of health risks;
(b) have a satisfactory level of comfort and privacy, allowing for a good rest;
(c) have a toilet and shower, with privacy, located near the cabin or the lodging facility;
(d) have freedom to access leisure or social activities after work;
(e) have access to internet;
(f) lodge a maximum of 2 persons per cabin or room, without "Hot bedding", and clean laundry provided at regular intervals; and
(g) have choice of hot meal.

11.4 Assistance requested by the Contractor with the customs formalities required for the import and export of the Customer's parts and the Contractor's equipment and tools, free of all duties and taxes.

11.5 Assistance to ensure that the Contractor's personnel obtain visas and any other official entry, exit, residence, working, or activity-specific permits (e.g. diving permits) that may be required by the authorities or commercial entities controlling the work site, including to secure free ingress to and egress from the work site and freedom to carry out the Service Work.

11.6 Information concerning: (i) the local laws and regulations applicable to the Service Work; (ii) any dangerous conditions or unusual risks that may be encountered in the Customer's country, at the work site or in the use of any equipment or tools provided by the Customer; and any information about specific conditions, including weather and ocean conditions, at the work site that the Contractor may reasonably request.

11.7 Additional safety or accommodation measures reasonably requested by the Contractor, as may be specified in bulletins or minimum work site safety and accommodation requirements for its personnel published by the Contractor from time to time.

11.8 Any reasonable assistance from the Customer's employees and subcontractors as needed for the Contractor to perform its Service Work.

11.9 The right to access the location where the Service Work will be performed, including securing such right from third parties if the premises are owned or controlled by a third party (such as a shipyard), without the need for

the Contractor to undertake any additional obligations or liabilities beyond this Contract as a precondition to access.

11.10 In the event the Customer is unable or unwilling to provide a facility, right or service specified in this Clause 11, the Contractor may, at its option, terminate or suspend the Contract without liability to the Customer, or itself secure such facility or service at the expense of the Customer.

12. ENVIRONMENTAL, HEALTH AND SAFETY RESPONSIBILITIES

12.1 The Customer shall adhere to the Contractor's then-current Safety and Well-Being Pledge, which is available at https://www.wartsila.com/general-terms-conditions.The Contractor may support with any remediations needed to bring the Customer into compliance with the Safety and Well-Being Pledge as additional Service Work, and the Customer shall pay for such additional Service Work that it requests the Contractor to perform.

12.2 If, in the Contractor's reasonable opinion, the health, safety, welfare or security of personnel or the work site is, or is apt to be, imperilled by security risks, terrorist acts or threats, the presence of or threat of exposure to hazardous materials or unsafe working conditions or environment (whether or not specific to the site), the Contractor and its representatives have the same responsibility and authority as the Customer to stop the Service Work. The Contractor may, in addition to other rights or remedies available to it, (i) evacuate some or all its personnel from the work site, (ii) suspend performance of all or any part of the Contract, and/or (iii) remotely perform or supervise the Service Work. Any such occurrence shall be considered an excusable event without any liability to the Contractor. The Customer shall reasonably assist in any such evacuation. All reasonable additional costs incurred by the Contractor because of the suspension and any subsequent resumption or completion of the Service Work shall be reimbursed by the Customer.

12.3 Operation of the Customer's equipment is the responsibility of the Customer. The Customer shall ensure sufficient safety measures and procedures are followed, when implementing the Contractor's instructions or advice.

12.4 The Contractor has no responsibility or liability for the pre-existing condition of the Customer's equipment or the work site.

12.5 The Customer shall disclose to the Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect the Contractor's work or personnel at the work site. The Customer shall immediately inform the Contractor of changes in any such conditions.

12.6 The Customer represents and warrants to the Contractor and agrees to ensure that the work site, surrounding environment, all equipment provided or otherwise made available to the Contractor's representative in connection with the Service Work rendered in connection with this Contract and all products and equipment serviced or otherwise worked on by the Contractor's representatives in connection with this Contract, shall at all times be safe, suitable and sufficient for the designated tasks, free of Hazardous Materials and/or contaminated substances, risks of infectious disease or outbreak of illness, elements or waste of any kind that are restricted by applicable laws or regulations and hazardous to the health or safety of the Contractor's representatives. If the Customer is in breach of any such representation, warranty or covenant, the Contractor may immediately cease performance under this Contract and the Customer shall be liable for the full amount of the fees due under this Contract for all services provided through the date of such termination.

12.7 The Contractor shall notify the Customer if the Contractor becomes aware of: (i) conditions at the work site differing materially from those disclosed by the Customer; or (ii) previously unknown physical conditions at work site differing materially from those ordinarily encountered and generally recognized as inherent in Service Work of the character provided for in the Contract; (iii) changes in conditions, such as metocean or meteorological conditions, that would render it unsafe to continue the Service Work; or (iv) the work assignment extending beyond the acceptable daily limit (as detailed in the Safety and Well-Being Pledge) or the applicable legal limit of work hours, whichever is shorter, in a single work shift. If any such conditions cause an increase in the Contractor's cost of, or the time required for, performance of any part of the Service Work under the Contract, an equitable adjustment in price and schedule and the Contractor's rest cycle shall be made.

12.8 If the Contractor encounters Hazardous Materials in the Customer's equipment or at the work site that require special handling or disposal, the Contractor is not obligated to continue Service Work affected by the hazardous conditions. In such an event, the Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that the Contractor's Service Work under the Contract may safely proceed, and the Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in the Contractor's cost of, or time required for, performance of any part of the Service Work. The Customer shall properly store, transport, and dispose of all Hazardous Materials introduced, produced, or generated during the Contractor's Service Work at the work site. The Customer shall be responsible for all costs and expenses related to the management, handling, clean-up, removal and/or disposal of all Hazardous Materials and/or contaminated substances, elements or waste of any kind as defined by applicable laws and regulations or applicable to the Service Work supplied.

12.9 The Customer shall indemnify the Contractor for any and all claims, damages, losses, fines, penalties and expenses arising out of or relating to any unsafe working conditions, hazardous conditions, Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations which are or were: (i) present in or about the Customer's equipment or the work site prior to the commencement of the Contractor's Service Work; (ii) improperly handled or disposed of by the Customer or the Customer's employees, agents, contractors or subcontractors; or (iii) brought, generated, produced or released on the work site by parties other than the Contractor.

13. PARTS NOT SUPPLIED BY WARTSILA

13.1 The Contractor may inspect the Customer equipment and parts before or during the performance of the Service Work to identify the presence of parts other than those supplied by the Contractor.

13.2 If parts other than those supplied by the Contractor are discovered during the inspection or in the course of performing the Service Work, the Contractor may: (i) immediately cease all work on or using the affected equipment and/or part(s); (ii) require the Customer to provide clear and sufficient evidence that the parts were manufactured in accordance with industry-standard quality assurance processes (e.g. ISO 9001:2015 certification) and, if applicable, comply with emission regulations such as the NOx emission standards under Marpol Annex VI Regulation 13; and/or (iii) with no liability to the Contractor, terminate the Contract or suspend the Contract until such parts are replaced with Wärtsilä parts.

13.3 If the Customer fails to provide the evidence described in Section 13.2(ii) the Contractor may, without liability: (i) refuse to perform any further work on or using the affected equipment and/or parts, and (ii) suspend or terminate the Contract.

13.4 The Customer agrees to fully cooperate with the Contractor in identifying the parts other than those supplied by the Contractor, as well as their origin.

14. CYBERSECURITY PROTECTION

14.1 Unless otherwise agreed, upon delivery of any equipment provided by the Contractor, the Customer shall be solely responsible for system integrations and/or system security engineering for any equipment not provided by the Contractor. It is the Customer's sole responsibility to protect the equipment and its logic-bearing system components (e.g. hardware, firmware, and software hereinafter referred to as the "Critical Components") from any External Cybersecurity Threat or Internal Cybersecurity Threat, including against hardware and software vulnerabilities. In recognition of the foregoing, the Customer agrees and covenants that it shall use the degree of care appropriate to prevent unauthorized access, use, or hacking of the Critical Components provided in connection with any equipment provided by the Contractor and shall do so in a manner that is no less rigorous than any recommendations provided by the Contractor and accepted industry practices. The Contractor is not liable for cyber incidents or breaches, any unauthorized access, interference, intrusion, leakage and/or theft of data or information within the Customer´s Information Technology (IT) or Operational Technology (OT) systems. If either party becomes aware of any IT or OT security breach or cyber incident that impacts either party's ability to perform its duties relevant to the scope of work under the Contract, that party shall notify the other party without undue delay.

14.2 "External Cybersecurity Threat" is any threat, act, attack, or other incident which negatively affects the reliable workings of any equipment provided by the Contractor, which originated outside of the physical site housing such equipment.

14.3 "Internal Cybersecurity Threat" is any threat, act, attack, or other incident which negatively affects the reliable workings of any equipment provided by the Contractor, which originated inside of the physical site housing such equipment.

15. DUTIES, TAXES AND FEES

Notwithstanding anything to the contrary, the Customer shall pay all duties, tariffs, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society (collectively, "Taxes, Duties & Fees"). Moreover, notwithstanding the delivery terms, any increases in Taxes, Duties & Fees that occur after the date the Contractor's offer shall be paid by the Customer. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by the Customer.

16. EXPORT CONTROLS AND TRADE SANCTIONS

16.1 The parties agree that the Service Work shall be provided subject to all applicable export controls, sanctions or restrictions imposed on services and goods by any country or organization or nation which are enforceable in the jurisdiction of the Contractor, its affiliates or parent company, including the Contractor's country, the United Nations, the European Union, and the United States of America. The Customer acknowledges that the Service Work, any parts, or components, and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted, or transferred, directly or indirectly, contrary to such controls, sanctions, or restrictions. The Customer shall comply with the sanctions detailed in the Wärtsilä Supplemental Export Control and Sanctions Annex available at https://www.wartsila.com/general-terms-conditions, and warrants not to place the Contractor in a situation where it would be violating such sanctions.

16.2 Upon request by the Contractor, the Customer shall furnish the Contractor with all the relevant certificates relating to export control laws, regulations, sanctions, and restrictions.

16.3 The Contractor has no liability resulting from any delay, cancellation or amendment of the Service Work resulting from export controls, sanctions, or other applicable restrictive measures.

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17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 The Contract shall be governed by and interpreted in accordance with the laws in force at the registered office of the Contractor, excluding the conflict of law rules applicable in such jurisdiction. Any controversy, claim or dispute between the parties hereto shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final and binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be in the English language and shall take place in Paris, France.

17.2 Nothing contained in this Clause 17 shall preclude the Contractor from bringing legal action or proceeding against the Customer for purposes of enforcement, injunctive relief or interim or remedial measures in the courts of any jurisdiction where the Customer or any of its property or assets may be found or located, and the Customer hereby irrevocably submits to the jurisdiction of any such court.

17.3 Any and all claims by the Customer for an alleged negligent act, error, or omission by the Contractor in relation with these Conditions or the Service Work shall be presented by Customer to the Contractor in writing, immediately upon discovery by the Customer or as soon as is reasonably practicable and in no event later than fourteen (14) Days thereafter. The liability of the Contractor shall in all cases expire twelve (12) Months after completion of Service Work or termination of the Conditions, whichever occurs earlier.

18. DATA PROTECTION

The Contractor's personal data processing activities are set out in the Contractor's Privacy Notice which is available at: https://www.wartsila.com/legal-privacy/privacy and incorporated herein by reference. The parties agree that in relation to any personal data shared between them, unless otherwise provided in the General Data Protection Regulation (EU 2016/679) ("GDPR"), or agreed between the parties, both are acting as data controllers as described in GDPR.

19. ENTIRE AGREEMENT

These Conditions, along with any additional terms, annexes or addendums referenced in these Conditions, referenced in the Contractor's offer or order acknowledgement, or mutually agreed in the Contract contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. The sale of any parts purchased from the Contractor by the Customer shall be in accordance with the Contractor's General Terms and Conditions – Parts (latest version then in effect). If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties, or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.

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WÄRTSILÄ'S QUALITY, ENVIRONMENTAL, HEALTH AND SAFETY POLICY

Wärtsilä is a global leader in smart technologies and complete lifecycle solutions for the marine and energy markets.

Protecting the environment, enhancing customer business, and contributing to a sustainable future is the essence of what we do. Our solutions and operations are safe, reliable, efficient, environmentally sound, and compliant with regulatory and other applicable requirements.

We give the highest priority to preventing occupational injuries and illnesses by assuring safe and healthy workplaces in all of our business operations, and we authorise work to be stopped if conditions are considered unsafe, or if quality is being compromised.

We set objectives and continually improve our QEHS performance. We actively eliminate defects and hazards, and reduce QEHS associated risks.

We communicate and consult with employees and other relevant stakeholders to ensure that our QEHS practices are enforced and constantly improved.

Our skilled organization acts as a responsible global citizen.

Approved by Wärtsilä Board of Management 15.04.2021



Håkan Agnevall

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Quotation

Wärtsilä North America, Inc.

Sold-to address
City of Denton
1659 Spencer Road
Denton TX 76205

Date 2025-09-02, 06:07 pm (UTC)
Print out date 2025-09-08, 07:13 pm (UTC)
Quotation number 301155912
Installation
DENTON ENERGY CENTER

Our contact person **Phone**
Syeda Pealy +1 905-550-9807
SYEDA.N.PEALY@WARTSILA.COM
Your contact person
Arthur Pando
Your reference
09022025
Your order date
2025-09-02
End customer reference
09022025
Mode of delivery
AIRFREIGHT
Terms of delivery
DDP Denton Incoterms 2020
Customer number
92018
VAT Number

Shipping address
Denton Energy Center
C/O Wärtsilä North America, Inc
8161 Jim Christal Road
Denton TX 76207

Notify address
syeda.n.pealy@wartsila.com ;

Terms of payment
30 Days Net
Quotation valid to 2025-10-08

DENTON ENERGY CENTER

This transaction shall be governed solely by the Parties# Master Services Agreement by and between the City of Denton and Wartsila North America, Inc. as effective July 16th, 2019 without reference to any other terms except as explicitly contemplated therein.

Original Wärtsilä spare parts comply with the latest specifications and prolong the life cycle of the installation. Correct version number for your specific product is mentioned after the Part no..

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total

Subject to prior sales. Availability is given according to current availability, lead times and on FCA basis. In case of urgency availability can be rechecked upon requests. The price is for the given quantity.

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Quotation

Wärtsilä North America, Inc.

Date 2025-09-02
Quotation number 301155912

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
000100	507982	Electronic unit					
	PAAE244645	W18V50	2.200/ 11.000 KG	5	PC	6.971,30 USD	34.856,50
		IN STOCK		5	PC		
	RO/85371091						
	Kindly inform about the required location for this module while ordering for proper tuning. In case of missing instructions parts will be tuned as CCM20-A1. Can be used in every Ax or Bx side of the engine.						
Delivered from:		Kampen, Netherlands					
000200	5021131	ELECTRONIC MODULE ESM					
	PAAE244645	W18V50	2.220/ 11.100 KG	5	PC	4.077,26 USD	20.386,30
		IN STOCK		5	PC		
	DE/85371091						
	This material is no longer available, ESM-21 needs to be taken instead as quoted. ESM-21 requires new supervision resistors so please take also 4 pcs of resistors (item 1700) and 8 pcs of fixing screws (item 1800) per ESM-21 as quoted.						
Delivered from:		Kampen, Netherlands					
000300	502965	Main control unit					
	PAAE244645	W18V50	1.870/ 9.350 KG	5	PC	6.661,51 USD	33.307,55
		IN STOCK		5	PC		
	RO/85371098						
	Please inform the position (main or 11-2) during ordering. In case of missing instructions parts will be tuned as MCM11 Main.						
Delivered from:		Kampen, Netherlands					

Continued on page 3

Wärtsilä North America, Inc.
11710 North Gessner Road, Suite A
Houston, TX 77064
Tel. +1 281 233 6200
Fax +1 281 233 6233
www.wartsila.com

Offices located in Ft. Lauderdale, New Orleans, Seattle, Long Beach, Annapolis Cranford and Juneau

Wire Transfer Information (USD):
Nordea Bank AB (publ), NY Branch
1211 Avenue of the Americas
New York, NY 10036
Account No. 7049163001
ABA No. 026010786
Swift No. NDEAUS3N

Lock Box Information
Wartsila North America, Inc.
Lockbox # 892450
Dept 2450
P.O. Box 122450
Dallas, TX 75312-2450

Bank: Nordea Bank Abp
Bank code no.: 026010786
Wire Transfer Information (EUR):
Nordea Bank AB (publ), Finnish Branch
Satamaradankatu 5, 5th floor, Helsinki
FI-00020 NORDEA, Finland
Account Name: Wartsila North America Inc.
IBAN No. FI0816603001059727
Swift No. NDEAFIHH

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Date 2025-09-02
Quotation number 301155912

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
000400	502978	Power distribution module					
	PAAE244645	W18V50	4.100/ 12.300 KG	3	PC	5.526,03 USD	16.578,09
		IN STOCK		3	PC		
	TN/85371098						
Delivered from:		Kampen, Netherlands					
000500	504300(0002)	Ignition module					
	PAAE244645	W18V50	3.450/ 13.800 KG	4	PC	5.542,33 USD	22.169,32
		IN STOCK		4	PC		
	US/85119000						
	Improved design, better capability to withstand vibrations. See bulletin WS23P409						
Delivered from:		Kampen, Netherlands					
000600	164010	Gas valve					
	PAAE244645	W18V50	7.145/ 214.350 KG	30	PC	10.201,90 USD	306.057,00
		IN STOCK		30	PC		
	US/84099100						
Delivered from:		Kampen, Netherlands					
000700	164006	O-ring					
	PAAE244645	W18V50	0.009/ 0.810 KG	90	PC	8,85 USD	796,50
		IN STOCK		90	PC		
	IT/39269097						
Delivered from:		Kampen, Netherlands					

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Date 2025-09-02
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Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
000800	164004	O-ring					
	PAAE244645	W18V50	0.004/ 0.120 KG	30	PC	4,19 USD	125,70
		IN STOCK		30	PC		
	IT/39269097						
Delivered from:		Kampen, Netherlands					
000900	5063376	Cylinder pressure sensor					
	PAAE244645	W18V50	0.302/ 9.060 KG	30	PC	3.906,07 USD	117.182,10
		IN STOCK		30	PC		
	CH/90269000						
Delivered from:		Kampen, Netherlands					
001000	5064179	Plug					
	PAAE244645	W18V50	0.050/ 2.500 KG	50	PC	23,87 USD	1.193,50
		IN STOCK		50	PC		
	IT/40161000						
Delivered from:		Kampen, Netherlands					
001100	124011	Hose gasket					
	PAAE244645	W18V50	0.059/ 2.360 KG	40	PC	29,23 USD	1.169,20
		IN STOCK		40	PC		
	IT/40169300						
Delivered from:		Kampen, Netherlands					

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Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
001200	504301	SPARE PART KIT FOR IGNITION COIL					
	PAAE244645	W18V50	0.031/ 1.550 KG	50	PC	78,03 USD	3.901,50
		IN STOCK		50	PC		
	US/85119000						
	Comment: PAAE130913 SERVICE KIT FOR IGNITION COIL						
Delivered from:		Kampen, Netherlands					
001300	504295	Coil on plug extension					
	PAAE244645	W18V50	0.830/ 16.600 KG	20	PC	433,23 USD	8.664,60
		IN STOCK		20	PC		
	US/85113000						
Delivered from:		Kampen, Netherlands					
001400	124044	Sealing ring					
	PAAE244645	W18V50	1.100/ 33.000 KG	30	PC	216,03 USD	6.480,90
		IN STOCK		30	PC		
	IT/84841000						
Delivered from:		Kampen, Netherlands					
001500	120070	SEALING SET					
	PAAE244645	W18V50	0.847/ 25.410 KG	30	PC	592,78 USD	17.783,40
		IN STOCK		30	PC		
	IT/40169300						
	The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned.						
Delivered from:		Kampen, Netherlands					

Continued on page 6

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Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
001600	148097	Camshaft piece					
	PAAE244645	W18V50	150.000 KG	1	PC	13.596,71 USD	13.596,71
		12 WEEKS		1	PC		
	FI/84831095						
	The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned.						
Delivered from:		Kampen, Netherlands					
001700		RESISTOR					
	PAAE244645	W18V50	0.072/ 1.440 KG	20	PC	97,83 USD	1.956,60
		IN STOCK		20	PC		
	FI/85332900						
Delivered from:		Kampen, Netherlands					
001800		S-TAPPING SCREW S-TAPPING SCREW					
	PAAE244645	W18V50	0.001/ 0.040 KG	40	PC	2,33 USD	93,20
		IN STOCK		40	PC		
	TW/73181595						
Delivered from:		Kampen, Netherlands					
001900	200378	Bellows					
	PAAE244645	W18V50	10.000/ 400.000 KG	40	PC	3.074,54 USD	122.981,60
		IN STOCK		2	PC		
		9 WEEKS		38	PC		
		9 WEEKS		40	PC		
	DK/83071000						
		Please note. Currently 0 piece(s) is available for supply within 2 weeks after placed purchase order. Subject to prior sales.					
Delivered from:		Kampen, Netherlands					

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Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
002000	200340	Sealing ring					
	PAAE244645	W18V50	0.050/ 4.000 KG	80	PC	52,64 USD	4.211,20
		IN STOCK		80	PC		
	IT/84841000						
Delivered from:		Kampen, Netherlands					
002100	CV-S-I-LW DN 1400	RUPTURE DISC					
	PAAE244645	W18V50	100.000/ 800.000 KG	8	PC	3.661,50 USD	29.292,00
		IN STOCK		6	PC		
		2 WEEKS		1	PC		
		8 WEEKS		1	PC		
		8 WEEKS		8	PC		
	BE/73269098						
Delivered from:		Kampen, Netherlands					
002200	124141	Spark plug					
	PAAE244645	W18V50	0.120/ 24.000 KG	200	PC	203,81 USD	40.762,00
		IN STOCK		200	PC		
	JP/85111000						
Delivered from:		Kampen, Netherlands					
002300	141037	Valve tappet, complete					
	PAAE244645	W18V50	26.000 KG	1	PC	3.763,99 USD	3.763,99
		IN STOCK		1	PC		
	FI/84819000						
Delivered from:		Kampen, Netherlands					

Continued on page 8

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Dallas, TX 75312-2450

Bank: Nordea Bank Abp
Bank code no.: 026010786
Wire Transfer Information (EUR):
Nordea Bank AB (publ), Finnish Branch
Satamaradankatu 5, 5th floor, Helsinki
FI-00020 NORDEA, Finland
Account Name: Wartsila North America Inc.
IBAN No. FI0816603001059727
Swift No. NDEAFIHH

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Quotation

Wärtsilä North America, Inc.

Date 2025-09-02
Quotation number 301155912

Item PO. Item	Part no. Product no. Country/HSN code	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
002400	156141	Converter					
	PAAE244645	W18V50	1.550/ 12.400 KG	8	PC	5.719,35 USD	45.754,80
		IN STOCK		8	PC		
	US/90328900						
Delivered from:		Kampen, Netherlands					
002500	5061543	Antenna					
	PAAE244645	W18V50	0.147/ 1.176 KG	8	PC	737,77 USD	5.902,16
		IN STOCK		8	PC		
	NO/90259000						
Delivered from:		Kampen, Netherlands					
002600	5061544	Sensor					
	PAAE244645	W18V50	0.093/ 0.651 KG	7	PC	1.930,91 USD	13.516,37
		IN STOCK		7	PC		
	NO/90259000						
Delivered from:		Kampen, Netherlands					

Goods total	**872.482,79**
Freight cost	**11.436,37**
DDP-HUB/ U.S. Duties	**148.322,08**
	0,00
Total amount	**USD 1.032.241,24**

Validity of this quotation is subject to the full payment of all the overdue invoices and approved credit review by Wärtsilä
EU HS and Origin codes might be preliminary and could be subject to change.

Yours faithfully,

Wärtsilä North America, Inc.

Continued on page 9

Wärtsilä North America, Inc.
11710 North Gessner Road, Suite A
Houston, TX 77064
Tel. +1 281 233 6200
Fax +1 281 233 6233
www.wartsila.com

Wire Transfer Information (USD):
Nordea Bank AB (publ), NY Branch
1211 Avenue of the Americas
New York, NY 10036
Account No. 7049163001
ABA No. 026010786
Swift No. NDEAUS3N

Lock Box Information
Wartsila North America, Inc.
Lockbox # 892450
Dept 2450
P.O. Box 122450
Dallas, TX 75312-2450

Bank: Nordea Bank Abp
Bank code no.: 026010786
Wire Transfer Information (EUR):
Nordea Bank AB (publ), Finnish Branch
Satamaradankatu 5, 5th floor, Helsinki
FI-00020 NORDEA, Finland
Account Name: Wartsila North America Inc.
IBAN No. FI0816603001059727
Swift No. NDEAFIHH

Offices located in Ft. Lauderdale, New Orleans, Seattle, Long Beach, Annapolis Cranford and Juneau

Docusign Envelope ID: 77CEF8CF-702F-4539-B3EB-2E6607E5233B

Wärtsilä North America, Inc.

Quotation

Date	2025-09-02
Quotation number	301155912

For Parts and Services: If not otherwise stated in this document, the latest Wärtsilä General Terms and Conditions Parts and/or the latest Wärtsilä General Terms and Conditions Services are applied. These General Terms and Conditions are available on the web http://www.wartsila.com/general-terms-conditions. Purchaser#s (General) Terms and Conditions are hereby expressly excluded as are any other (General) Terms and Conditions not explicitly mentioned or referred to in this document. Interest will accrue from the invoice due date at the rate stated in Wärtsilä GTC, unless otherwise defined in the Contract between the Customer and the Wärtsilä Company. A surcharge shall be added in case an order value is lower than the minimum order value of 200 EUR or equivalent currency value excluding freight. Possible claims regarding invoices must be made within 14 days after the date of invoice. Wärtsilä uses data gathered from equipment and software to improve and develop our products and services.

Wärtsilä North America, Inc.
11710 North Gessner Road, Suite A
Houston, TX 77064
Tel. +1 281 233 6200
Fax +1 281 233 6233
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P.O. Box 122450
Dallas, TX 75312-2450

Bank: Nordea Bank Abp
Bank code no.: 026010786
Wire Transfer Information (EUR):
Nordea Bank AB (publ), Finnish Branch
Satamaradankatu 5, 5th floor, Helsinki
FI-00020 NORDEA, Finland
Account Name: Wartsila North America Inc.
IBAN No. FI0816603001059727
Swift No. NDEAFIHH

Offices located in Ft. Lauderdale, New Orleans, Seattle, Long Beach, Annapolis Cranford and Juneau

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 ENGINE SPARE PARTS AND SERVICE WORK FOR THE DENTON ENERGY CENTER; AND PROVIDING AN EFFECTIVE DATE (FILE 8937 – AWARDED TO WÄRTSILÄ NORTH AMERICA, INC., IN THE NOT-TO-EXCEED AMOUNT OF $1,076,678.24).

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
8937	Wärtsilä North America, Inc.	$1,076,678.24

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with North Texas Umpire Association, for softball umpire services for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (IFB 8677 – awarded to North Texas Umpire Association, for one (1) year, with the option for two (2) additional one (1) year extensions, in the total three (3) year not-to-exceed amount of $168,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Strengthen Community and Quality of Life.

INFORMATION/BACKGROUND

The adult softball league, managed by the Parks and Recreation Department (PARD) staff, is offered during the winter, spring, summer, and fall seasons and serves as one of the department's most popular recreational programs. In FY2023-2024, a total of 162 softball teams registered to compete across various leagues, showcasing the community's strong interest in recreational sports.

Team registration for these leagues generated $52,650 in revenue, which fully covered the cost of hiring professional umpires to officiate the games. This revenue not only ensured the smooth operation of the leagues but also highlighted the league's self-sustainability. Beyond the financial benefits, the program fosters community engagement, promotes physical activity, and provides an opportunity for participants to connect through sportsmanship and teamwork. The consistent success of the Adult Softball league demonstrates its value as a cornerstone of the Parks and Recreation Department's offerings, supporting its mission to enhance community well-being through accessible and quality recreational activities.

Under this new contract, North Texas Umpire Association (NTUA) would be scheduled to officiate approximately 2,400 softball games for the Parks and Recreation Department throughout the course of this new contract. NTUA will provide officials and scorekeepers for the City of Denton Parks & Recreation Adult Softball Leagues.

Services	Estimated Expenditure
Year 1 (estimated 800 games at $70 a game)	$56,000
Year 2 (estimated 800 games at $70 a game)	56,000
Year 3 (estimated 800 games at $70 a game)	56,000
Total	**$168,000**

Invitation for Bids was sent to 58 prospective suppliers of this item. In addition, specifications were placed on the Procurement website for prospective suppliers to download, and advertised in the local newspaper. Two (2) bids meeting specifications were received. The lowest bid was received by North Texas Umpire Association.

NIGP Code Used for Solicitation:	961 - (Service Only) - Miscellaneous Services, No. 1 (Not Otherwise Classified)
Notifications sent for Solicitation sent in IonWave:	520
Number of Suppliers that viewed Solicitation in IonWave:	24
HUB-Historically Underutilized Business Invitations sent out:	61
SBE-Small Business Enterprise Invitations sent out:	209
Responses from Solicitation:	2

RECOMMENDATION

Award a contract with North Texas Umpire Association, for softball umpire services for the Parks and Recreation Department, in a one (1) year, with the option for two (2) additional one (1) year extensions, in the total three (3) year not-to-exceed amount of $168,000.

PRINCIPAL PLACE OF BUSINESS

North Texas Umpire Association
Denton, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) 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 Parks and Recreation Operating Funds. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $168,000. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Bid Tabulation
Exhibit 3: Ordinance and Contract

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

For information concerning this acquisition, contact: Jason Barrow, 940-349-7218.

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

Exhibit 2
IFB 8677 - Bid Tabulation for Softball Umpires

				Respondent's Business Name:	**North Texas Umpire Association**	V-Line Solutions LLC	
				Principal Place of Business (City and State):	**Denton, TX**	Campbell, CA	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**
1	ADULT SOFTBALL CO-ED LEAGUES Game rate for 2 Umpires (Pricing includes the following: Rate for (2) Officials, Scorekeeper Cost Per Game, Assigning Fee, including Supplies. Needing the total price per game for 2 Umpires)	2	EA	**$57.00**	**$114.00**	$200.00	$400.00
2	ADULT SOFTBALL MENS LEAGUESGame rate for 2 Umpires (Pricing includes the following: Rate for (2) Officials, Scorekeeper Cost Per Game, Assigning Fee, including Supplies. Needing the total price per game for 2 Umpires)	2	EA	**$70.00**	**$140.00**	$200.00	$400.00
3	ADULT SOFTBALL TOURNAMENTSGame rate for 2 Umpires (Pricing includes the following: Rate for (2) Officials, Scorekeeper Cost Per Game, Assigning Fee, including Supplies. Needing the total price per game for 2 Umpires)	2	EA	**$70.00**	**$140.00**	$200.00	$400.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NORTH TEXAS UMPIRE ASSOCIATION, FOR SOFTBALL UMPIRE SERVICES FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (IFB 8677 – AWARDED TO NORTH TEXAS UMPIRE ASSOCIATION, FOR ONE (1) YEAR, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL THREE (3) YEAR NOT-TO-EXCEED AMOUNT OF $168,000.00).

WHEREAS, the City has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described bids are the lowest responsible bids for the materials, equipment, supplies, or services as shown in the "Bid Proposals" submitted therefore; 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 following competitive bids for the materials, equipment, supplies, or services as described in the "Bid Invitations", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned hereto, are hereby accepted and approved as being the lowest responsible bids:

BID NUMBER	VENDOR	AMOUNT
8677	North Texas Umpire Association	$168,000.00

SECTION 2. That by the acceptance and approval of the above competitive bids the City accepts the offer of the persons submitting the bids 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 Bid Invitations, Bid Proposals, and related documents.

SECTION 3. Should the City and the winning bidder(s) wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the bids, the City

Manager, or their designated representative, is hereby authorized to execute a 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 Bid Proposal and related documents, and to extend that contract as determined to be advantageous to the City of Denton.

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 Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

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Docusign City Council Transmittal Coversheet

IFB	8677
File Name	Softball Umpires
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

DS
LH

Docusign Envelope ID: 7792A0FE-2D87-44AE-BC70-A9E5501D8C5E

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND NORTH TEXAS UMPIRE ASSOCIATION
(Contract #8677)

THIS CONTRACT is made and entered into this date _____, by and between North Texas Umpire Association a Texas corporation, whose address 10128 Farmington Rd, Van Alstyne, TX 75495, 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 IFB# 8677 Softball Umpire 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 IFB 8677 (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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CONTRACTOR

BY: DocuSigned by: Eric Foster 7B5AB34E4C64434...
AUTHORIZED SIGNATURE

Printed Name: Eric Foster

Title: President

214-205-6120
PHONE NUMBER

efost929@hotmail.com
EMAIL ADDRESS

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by: Gary Packan AC6AE9F7A4204A9...
SIGNATURE

Gary Packan
PRINTED NAME

Director of Parks and Recreation
TITLE

Parks and Recreation
DEPARTMENT

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $168,000. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional 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.

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

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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. <u>Performance Liquidated Damages</u>

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.

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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

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only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

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10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.
A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA) ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:
A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

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B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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.

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E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.
F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (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.

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16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute

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has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND**

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INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be

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provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely,

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and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs

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incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS,**

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EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.
B. Specific Coverage Requirements: Specific insurance requirements are contained in the 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

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such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE 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

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use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior

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consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be 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

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be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the

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accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

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55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:
A. Treat all applicants and employees without discrimination as to race, color, religion, sex,

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national origin, marital status, age, or handicap.
B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified

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delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **PREVAILING WAGE RATES:** The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

66. **ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. **DRUG FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply

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with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

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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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Docusign Envelope ID: 7792A0FE-2D87-44AE-BC70-A9E5501D8C5E

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/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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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.

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- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

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

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed

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Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <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.

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	Exhibit F		**North Texas Umpire**
	IFB 8677		**Denton, TX**
Line #	**Description**	**UOM**	**Unit**
	SOFTBALL UMPIRES		
1	ADULT SOFTBALL CO-ED LEAGUES Game rate for 2 Umpires (Pricing includes the following: Rate for (2) Officials, Scorekeeper Cost Per Game, Assigning Fee, including Supplies. Needing the total price per game for 2 Umpires)	EA	**$57.00**
2	ADULT SOFTBALL MENS LEAGUESGame rate for 2 Umpires (Pricing includes the following: Rate for (2) Officials, Scorekeeper Cost Per Game, Assigning Fee, including Supplies. Needing the total price per game for 2 Umpires)	EA	**$70.00**
3	ADULT SOFTBALL TOURNAMENTSGame rate for 2 Umpires (Pricing includes the following: Rate for (2) Officials, Scorekeeper Cost Per Game, Assigning Fee, including Supplies. Needing the total price per game for 2 Umpires)	EA	**$70.00**

Docusign Envelope ID: 7792A0FE-2D87-44AE-BC70-A9E5501D8C5E

EXHIBIT G

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.**

North Texas Umpire Association

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.**

_____
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 DocuSigned by:
Eric Foster
7B5AB34E4C64434...
Signature of vendor doing business with the governmental entity

9/30/2025
Date

Docusign Envelope ID: 7792A0FE-2D87-44AE-BC70-A9E5501D8C5E

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: 7792A0FE-2D87-44AE-BC70-A9E5501D8C5E
Status: Sent
Subject: Please DocuSign: City Council Contract 8677 Softball Umpires Services
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:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
9/12/2025 11:40:58 AM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@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: 198.49.140.104	Sent: 9/12/2025 11:45:57 AM Viewed: 9/12/2025 11:46:07 AM Signed: 9/12/2025 11:47:09 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	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/12/2025 11:47:12 AM Viewed: 9/12/2025 12:40:13 PM Signed: 9/12/2025 12:43:49 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/12/2025 12:43:52 PM Viewed: 9/29/2025 5:14:03 PM Signed: 9/29/2025 5:15:31 PM
Eric Foster efost929@hotmail.com President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/30/2025 3:17:54 PM ID: 04f1b2bd-059c-4ff2-8ea0-d586b020083a	 Signature Adoption: Pre-selected Style Using IP Address: 75.108.202.55 Signed using mobile	Sent: 9/29/2025 5:15:35 PM Viewed: 9/30/2025 3:17:54 PM Signed: 9/30/2025 3:19:13 PM

Signer Events	Signature	Timestamp
Gary Packan Gary.Packan@cityofdenton.com Director of Parks and Recreation Parks and Recreation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/3/2025 4:09:54 PM ID: d2e20946-b28c-4060-818b-f87b46e2c950	Signed by:  AC6AE9F7A4264A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/30/2025 3:19:17 PM Resent: 10/3/2025 2:59:39 PM Viewed: 10/3/2025 4:09:54 PM Signed: 10/3/2025 4:11:13 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: 10/3/2025 4:11:17 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/12/2025 11:47:12 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/3/2025 4:11:18 PM Viewed: 10/3/2025 4:12:38 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		
Jason Barrow jason.barrow@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/12/2025 11:45:57 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: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Turf and Soil Management Contract Services, LLC, an authorized dealer for Husqvarna Professional Products, Inc., through the Sourcewell Cooperative Purchasing Contract No. 112624-HSQ, for autonomous mowers for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (File 8838 – awarded to Turf and Soil Management Contract Services, LLC, for one (1) year, with the option for two (2) additional one (1) year extensions, in the total three (3) year not-to-exceed amount of $195,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Promote Sustainability and the Environment.

INFORMATION/BACKGROUND

The Parks and Recreation Department, in collaboration with the Environmental Services Department, has initiated a plan to acquire autonomous mowers for athletic fields. This Sourcewell cooperative contract is for the purchase of six (6) autonomous mowers for North Lakes Park Softball Complex, Roland G. Vela Soccer Complex, and Denia Park Softball Complex. The Sourcewell cooperative agreement includes the purchase of the mowers, charging stations, reference stations, mapping, installation, and onboarding training.

Historically, Parks has used ride-on zero-turn or large deck mowers. Parks purchased its first autonomous mower in June 2004 to mow the North Lakes Softball 4-plex (6.78 acres) and has estimated a savings of approximately $15,306 per year on labor and equipment costs. The mower operates efficiently without causing ruts or damage, even during or after rain, and achieves a better cut quality. This results in reduced clipping density and thatch, promoting lateral growth and improved turf canopy. Additionally, the mower eliminates fuel consumption and experiences minimal breakdowns.

Estimated Contract Expenses

Category	Year 1	Year 2	Year 3	Total
Supplies, Services, Equipment, and Chemicals	$63,000	$63,000	$63,000	$189,000
Contingency		2,000	4,000	$6,000
Total	**$63,000**	**$65,000**	**$67,000**	**$195,000**

Pricing obtained through the Sourcewell Cooperative Purchasing Network has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 28, 2020, City Council approved the interlocal agreement with Sourcewell (Ordinance 20-197).

RECOMMENDATION

Award a contract with Turf and Soil Management Contract Services, LLC, for autonomous mowers for the Parks and Recreation Department, in a one (1) year, with the option for two (2) additional one (1) year extensions, in the total three (3) year not-to-exceed amount of $195,000.

PRINCIPAL PLACE OF BUSINESS

Turf and Soil Management Contract Services, LLC
Alvarado, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for two (2) additional one (1) year periods, with all terms and conditions remaining the same. This Sourcewell contract expires on January 31, 2029.

FISCAL INFORMATION

These items will be funded from a combination of the accounts listed below.

Sustainability Framework Fund	500009280.1355.40100
Parks General Fund Account	402170.6514;
Parks General Fund Account	402170.7899

Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $195,000.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

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

For information concerning this acquisition, contact: Monica Martin, 940-349-8804.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TURF AND SOIL MANAGEMENT CONTRACT SERVICES, LLC, AN AUTHORIZED DEALER FOR HUSQVARNA PROFESSIONAL PRODUCTS, INC., THROUGH THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT NO. 112624-HSQ, FOR AUTONOMOUS MOWERS FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8838 – AWARDED TO TURF AND SOIL MANAGEMENT CONTRACT SERVICES, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL THREE (3) YEAR NOT-TO-EXCEED AMOUNT OF $195,000.00).

WHEREAS, pursuant to Ordinance 20-197, Sourcewell has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law on behalf of the City of Denton; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Sourcewell program at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City's governmental function [Parks and zoos]; 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 shown in the "File Number" referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

FILE NUMBER	VENDOR	AMOUNT
8838	Turf and Soil Management Contract Services, LLC	$195,000.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to Sourcewell for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with Sourcewell and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by Sourcewell, 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, and standards contained in the Proposal submitted to Sourcewell, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are 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 items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

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Docusign City Council Transmittal Coversheet

COOP	8838
File Name	Autonomous Mowers
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND TURF AND SOIL MANAGEMENT CONTRACT SERVICES, LLC
(File # 8838)

THIS CONTRACT is made and entered into this date _____, by and between Turf and Soil Management Contract Services, LLC a Texas Limited Liablity Corporation, whose address is 1209 S. Parkway Drive, Alvarado, TX 76009, hereinafter referred to as "Supplier," 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

Supplier shall provide products in accordance with the Supplier's quote, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "C"**. 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) Sourcewell Contract #112624-HSQ with Turf and Soil Management Contract Services, LLC., an authorized dealer for Husqvarna Professional Products, Inc. **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) Turf and Soil Management Contract Services, LLC. quote **(Exhibit "C");**
(d) City of Denton Standard Terms and Conditions **(Exhibit "D");**
(e) Certificate of Interested Parties Electronic Filing **(Exhibit "E");**
(f) Insurance Requirements **(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 agreement, 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 agreement.*** 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 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

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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 agreement.*** 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 agreement, 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 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.

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, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, 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.

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 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 agreement in the year and day first above written.

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SUPPLIER

BY: Signed by: Will Dutton 71EC28D6124A433...
AUTHORIZED SIGNATURE

Printed Name: Will Dutton

Title: General Manager

214-500-5409
PHONE NUMBER

will@turfandsoil.net
EMAIL ADDRESS

2025-1352985
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY, CITY MANAGER

ATTEST:
_____, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by: Gary Packan AC6AE9E7A426149...
SIGNATURE

Gary Packan
PRINTED NAME

Director of Parks and Recreation
TITLE

Parks and Recreation
DEPARTMENT

File 8838

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Exhibit A
Special Terms and Conditions

1. Contract Term

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional 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. 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.

2. Total Contract Amount

The contract total shall not exceed **$195,000**. Pricing shall be per Exhibit B and C attached.

3. The Quantities

The quantities indicated on Exhibit C (in this contract) 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.

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EXHIBIT C

Turf Equipment Quotation

Invoice to:
City of Denton
Russell Koch
901 Texas St., Denton, Tx 76209
Phone:940-349-5412
russell.koch @cityofdenton.com

Ship to:
City of Denton
Russell Koch
901 Texas St., Denton, Tx 76209
Phone:940-349-5412
russell.koch @cityofdenton.com

Equipment…

Products…

Service…

Sourcewell contract # 112624-HSQ

Date: 8/19/2025

Turf and Soil Management, LLC
1209 S. Parkway Drive
Alvarado, Texas 76009
(817)854-1210
www.turfandsoil.net

Will Dutton
Municipal Sales Manager
T&S Management, LLC
Cell: 214-500-5409
will@turfandsoil.net

Qty	Manufacturer	Model	Description	MSRP	Total
2	**Husqvarna**	970749905	CEORA 546 EPOS W/ BRUSH US,CA	$46,199.97	$36,959.98
2	**Husqvarna**	970614405	CEORA RZ 43L, CUTTING DECK	$18,699.97	$14,959.98
2	**Husqvarna**	970468105	CHARGING STATION CEORA CS4	$4,399.97	$3,519.98
6	**Husqvarna**	53632210	Ceora Cutting Disc M	$755.93	$604.75
2	**Husqvarna**	970614405	CEORA RZ 43L US, CA CUTTING DECK	$899.98	$719.99
2	**Husqvarna**	599805312	Blade Set Automower Enhanced HSS 300 pcs	$1,999.98	$1,599.98
Setup					
0	T&S	103	New Equipment Setup Fee (550H) - Onboarding and 2 Followup Site Visits	$750.00	$0.00
2	T&S	103	New Equipment Setup Fee (Ceora) - Onboarding and 2 Followup Site Visits	$1,500.00	$3,000.00
Recurring Monitoring Fee - (Pro-rated and term each calendar year)					
	T&S	100	Single Unit - Annual Health Monitoring Fee/Recurring Charged Annually	$350.00	$0.00
0	T&S	100	Multiple Unit - Annual Health Monitoring Fee/Recurring Charged Annually	$500.00	$0.00
Installation Fees					
8	T&S	100	*Installation Labor/Hour	$140.00	$1,120.00
			**Excludes Site Contruction and Infrastructure Needs*		

BARONESS
Quality on Demand

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EXHIBIT C

Quote Summary	
Sub Total Products	$58,364.66
Sub Total Setup Fees	$3,000.00
Sub Total Monitoring Fees (First Year - Pro-Rated)	$0.00
Sub Total Installation Fees	$1,120.00
Final Proposal Sub Total	$62,484.66
Sales Tax (8.25%)	EXEMPT
Final Proposal Total	$62,484.66

		Customer Acceptance
	`	
Pricing:	Product Quoted from Sourcewell Contract #	
	112624-HSQ	Name
Taxes:		
	Tax Exempt	
Delivery:		Title
	60 Days ARO	
Payment Terms:		
	Net 30 Days ARO	Date
Warranty:		
	Manufacturers' Stated	

BARONESS
Quality on Demand

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Exhibit D
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

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only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

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10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.
A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA) ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:
A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

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B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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.

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E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or account after the said taxes or debt are due shall affect the right of the City to offset the said taxes or debt against same.
F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (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.

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16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute

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has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

V. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND**

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INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be

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provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely,

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and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs

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incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS,**

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EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.
B. Specific Coverage Requirements: Specific insurance requirements are contained in the 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

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such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE 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

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use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior

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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 Denon Code of Ordinances and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be 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

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be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the

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accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

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55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:
A. Treat all applicants and employees without discrimination as to race, color, religion, sex,

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national origin, marital status, age, or handicap.
B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified

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delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **PREVAILING WAGE RATES:** The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

66. **ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

67. **DRUG FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply

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with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

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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 E
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 F
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:

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- Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

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

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed

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Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. Errors & Omissions Insurance to provide coverage against claims for any loss on accounts assigned to the CONTRACTOR due to negligent act, error or omission on the part of the CONTRACTOR or its employees with minimum limits of $1,000,000 per claim, $2,000,000 annual aggregate. Such insurance shall include coverage for Cyber Liability and Network Risk.

EXHIBIT G

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.**

Turf and Soil Management Contract Services, LLC

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.**

_____
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: Will Dutton
71EC28D6124A433...
Signature of vendor doing business with the governmental entity

9/29/2025
Date

Docusign Envelope ID: E6C10759-A012-4ECD-9217-908C2FA9A506

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: E6C10759-A012-4ECD-9217-908C2FA9A506
Status: Sent
Subject: Please DocuSign: City Council Contract 8838 Autonomous Mowers
Source Envelope:
Document Pages: 35
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
9/23/2025 10:02:32 AM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 9/23/2025 10:42:46 AM Viewed: 9/23/2025 10:42:57 AM Signed: 9/23/2025 10:43:49 AM
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	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/23/2025 10:43:52 AM Resent: 9/23/2025 10:44:37 AM Viewed: 9/23/2025 11:09:43 AM Signed: 9/23/2025 1:18:10 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	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/23/2025 1:18:15 PM Viewed: 9/24/2025 2:25:05 PM Signed: 9/24/2025 2:27:31 PM
Will Dutton will@turfandsoil.net General Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/29/2025 8:41:43 AM ID: 279f8191-520d-47c0-b6b7-74eb3aa8f37b	 Signature Adoption: Pre-selected Style Using IP Address: 135.84.154.252	Sent: 9/24/2025 2:27:35 PM Resent: 9/29/2025 8:40:11 AM Viewed: 9/29/2025 8:41:43 AM Signed: 9/29/2025 8:45:26 AM

Signer Events	Signature	Timestamp
Gary Packan Gary.Packan@cityofdenton.com Director of Parks and Recreation Parks and Recreation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/29/2025 9:22:43 AM ID: 09d96ffc-38c9-46d9-a931-d1edd1949ed4	Signed by: Gary Packan AC6AE9F7A4264A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/29/2025 8:45:29 AM Viewed: 9/29/2025 9:22:43 AM Signed: 9/29/2025 9:23:00 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		Sent: 9/29/2025 9:23:05 AM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/23/2025 10:43:52 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/29/2025 9:23:05 AM Viewed: 10/1/2025 11:58:21 AM

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		
Russell Koch Russell.Koch@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/11/2025 11:06:17 AM ID: 59af5bc7-db16-4b84-add1-80471044f0dc		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/23/2025 10:42:47 AM
Envelope Updated	Security Checked	9/23/2025 10:44:36 AM
Envelope Updated	Security Checked	9/23/2025 10:44:36 AM
Envelope Updated	Security Checked	9/23/2025 1:14:22 PM
Envelope Updated	Security Checked	9/23/2025 1:14:22 PM
Envelope Updated	Security Checked	9/23/2025 1:14:22 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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Environmental Systems Research Institute, Inc., for Enterprise Geographic Information System (GIS) Solution licensing and annual support and maintenance for the Technology Services Department, which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8886 – awarded to Environmental Systems Research Institute, Inc., in the six (6) year not-to-exceed amount of $1,360,000.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The City of Denton relies on Environmental Systems Research Institute, Inc. (ESRI) ArcGIS software to run its Geographic Information System (GIS), including desktop, server, and cloud systems (e.g., databases for storing geographic data, desktop software for analyzing and managing geographic data, web software for publishing maps for staff and the public, and mobile mapping solutions for collecting and retrieving geographic data in the field). Additional benefits for the organization include a lower cost per unit for licensed software, substantially reduced administrative and procurement expenses, maintenance on all ESRI software deployed under this agreement, and flexibility to deploy software products when and where needed.

The City has been using geospatial data for several years to effectively address problems in the following areas: planning, communication, modeling and map use, the integration of spatial data, resource allocation, and spatial problem-solving. The GIS users consist of Police, Fire, Water, Wastewater, Electric, Solid Waste, Engineering, Development Services, Building Inspections, Streets, Traffic, Drainage, Parks, Library, Economic Development, Airport, Community Improvement Services, and Technology Services. The current licensing model for the City's GIS system will end support on November 30, 2025. It is essential for the City to maintain current maintenance with the software in order to ensure the availability of upgrades, software fixes, and access to knowledge and support resources.

The chart below shows the estimated expenditures, including a contingency amount that will provide additional spending authority for support, additional growth, and ESRI system add-ons.

Licensing, Support, Maintenance	Estimated 6-Year Expenditure
Year 1 w/ Add-On Support	$145,456.88
Year 2 w/ Add-On Support	160,456.88
Year 3 w/ Add-On Support	192,590.00
Year 4 w/ Add-On Support	198,002.00
Year 5 w/ Add-On Support	211,008.84
Year 6 w/ Add-On Support	224,926.16
Contingency for Additional Support	227,559.24
Total 6 Year NTE Amount:	**$1,360,000.00**

Section 252.022 of the Local Government Code provides that procurement of sole source commodities and services are exempt from competitive bidding, if over $50,000, shall be awarded by the governing body.

RECOMMENDATION

Award with a contract to Environmental Systems Research Institute, Inc., as a sole source supplier, for an Enterprise Geographic Information System (GIS) Solution licensing and annual support and maintenance for the Technology Services Department, in a six (6) year not-to-exceed amount of $1,360,000.

PRINCIPAL PLACE OF BUSINESS

Environmental Systems Research Institute, Inc.
Redlands, CA

ESTIMATED SCHEDULE OF PROJECT

This is a three (3) year contract, with the contract beginning on December 1, 2025. A renewal will be executed for an additional three (3) years, with the renewal beginning on December 1, 2028.

FISCAL INFORMATION

These services will be funded from Technology Services operating account 830300.7803. A Requisition will be entered before the renewal is due in November 2025. The budgeted amount for this item is $1,360,000. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

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

For information concerning this acquisition, contact: Leisha Meine, 940-349-7823.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., FOR ENTERPRISE GEOGRAPHIC INFORMATION SYSTEM (GIS) SOLUTION LICENSING AND ANNUAL SUPPORT AND MAINTENANCE FOR THE TECHNOLOGY SERVICES DEPARTMENT, WHICH IS THE SOLE PROVIDER OF THIS SOFTWARE, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER $50,000, SHALL BE AWARDED BY THE GOVERNING BODY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8886 – AWARDED TO ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., IN THE SIX (6) YEAR NOT-TO-EXCEED AMOUNT OF $1,360,000.00).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids; and

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

WHEREAS, the City Council wishes to procure one or more of the items mentioned in the above paragraph; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following purchase of materials, equipment or supplies, as described in the "File" listed hereon, and on file in the office of the Purchasing Agent, and the license terms attached are hereby approved:

FILE NUMBER	VENDOR	AMOUNT
8886	Environmental Systems Research Institute, Inc.	$1,360,000.00

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library

captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager, or their designee, is hereby authorized to execute the contract relating to the items specified in Section 1, attached hereto, and the expenditure of funds pursuant to said contract is hereby authorized.

SECTION 5. 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 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 Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

Docusign Envelope ID: B2CE0CCC-6668-493A-B3BE-822685543388

Docusign City Council Transmittal Coversheet

FILE	8886
File Name	ESRI Enterprise GIS
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

DS
LH

Docusign Envelope ID: B2CE0CCC-6668-493A-B3BE-822685543388

RENEWAL AMENDMENT TO CONTRACT BETWEEN CITY OF DENTON, TEXAS AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Contract #8886)

This Renewal Amendment to Contract (Contract 8886) (this **Amendment**) is entered into between the City of Denton, Texas (**City**) and Environmental Systems Research Institute, Inc. (ESRI) (**Contractor**).

Background

The City and Contractor have previously entered into Contract 8069, as amended (the **Agreement**). Initially capitalized terms used but not otherwise defined in this Amendment will have the meanings set forth in the Agreement. The parties desire to amend the Agreement as follows:

1 Effective Date

The terms of this Amendment are effective as of December 1, 2025.

2 Fee Schedule

Attachment 1 to this Amendment includes ESRI Quotation No. Q-548906 and Small Enterprise Agreement County and Municipality Government. This Attachment 1 shall supersede Exhibit A of the Agreement. For the avoidance of doubt, the parties understand any additional offerings listed in ESRI Quotation No. Q-548906 outside of "193209 Populations of 150,001 to 250,000 Small Government Enterprise Agreement Annual Subscription" shall be subject to the terms and conditions of the Agreement, except for the Small Enterprise Agreement County and Municipality Government terms and conditions. Undisputed invoices will be due and payable within thirty (30) calendar days from receipt of the invoice.

3 Total Contract Amount

The contract total for the continued services shall not exceed $1,360,000.

4 Updated contract number

This Amendment constitutes a new agreement beginning on the Effective Date between the parties incorporating, except as amended herein, all the terms and conditions in the Agreement for all intents and purposes. Such Agreement will have contract number 8886.

5. Scope of Services

a. The ESRI Master Agreement Product and Services (Exhibit B) is here by deleted and replaced with the attached ESRI Master Agreement Products and Services (Attachment 2).

Confirmation of Agreement

This Amendment (together with all exhibits attached hereto) constitutes the entire agreement between the parties regarding the matters of this Amendment and supersedes all prior and contemporaneous agreements and understandings regarding the matters of this Amendment. Should there be any conflict between the terms and conditions of the documents that comprise this Amendment, the order of precedence for the documents shall be as follows: (i)

Docusign Envelope ID: B2CE0CCC-6668-493A-B3BE-822685543388

City of Denton Amendment to Contract 8886, (ii) the Quotation, (iii) the Small Enterprise Agreement County and Municipality Government, (iv) the Master Agreement. In the event of a conflict between this Amendment and the Agreement as it relates to the matters of this Amendment, the terms of this Amendment will control. Otherwise, all terms and conditions of the Agreement will remain in full force and effect and likewise apply to this Amendment.

Authorized Signatures:

"CITY"

CITY OF DENTON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

"CONTRACTOR"

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

DocuSigned by:

By: _____
2B5E46CF05AD48A...

Name: Erick Arial

Title: Manager, Commercial & Government Contracts

ATTEST:

INGRID REX, INTERIM CITY SECRETARY

BY: _____

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

DocuSigned by:

Leisha Meine
D60D157AD3C24D5...

SIGNATURE

Leisha Meine
PRINTED NAME

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

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

Chief Technology Officer
TITLE

Technology Serviced
DEPARTMENT

Docusign Envelope ID: B2CE0CCC-6668-493A-B3BE-822685543388

ATTACHMENT 1

August 6, 2025

Mr. Kevin Babcock
City of Denton
601 E Hickory St Ste A
Denton, TX 76205-4303

Dear Kevin,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

380 New York Street
Redlands, California 92373-8100 USA
909.793.2853
info@esri.com
esri.com

Docusign Envelope ID: B2CE0CCC-6668-493A-B3BE-822685543388

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:
   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND THE RENEWAL AMENDMENT (CONTRACT #8886). ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."
   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and
   e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:
   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100
   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Sean Gill

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Quotation # Q-548906

Date: August 6, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 552 Contract # ENTERPRISE AGREEMENT

City of Denton
Technology Services Dept
601 E Hickory St Ste A
Denton, TX 76205-4303

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/5/2025 To: 9/3/2025

ATTENTION: Kevin Babcock
PHONE: (940) 349-7868
EMAIL: kevin.babcock@cityofdenton.com

Enterprise Agreement

Material	Qty	Term	Unit Price	Total
193209	1	Year 1	$133,266.88	$133,266.88
		Populations of 150,001 to 250,000 Small Government Enterprise Agreement Annual Subscription Term: 12/1/2025 to 11/30/2026		
193209	1	Year 2	$148,266.88	$148,266.88
		Populations of 150,001 to 250,000 Small Government Enterprise Agreement Annual Subscription Term: 12/1/2026 to 11/30/2027		
193209	1	Year 3	$180,400.00	$180,400.00
		Populations of 150,001 to 250,000 Small Government Enterprise Agreement Annual Subscription Term: 12/1/2027 to 11/30/2028		

Year 1 Add-Ons

Material	Qty	Term	Unit Price	Total
178623	2		$3,200.00	$6,400.00
		ArcGIS Business Analyst Web App Advanced Online Annual Subscription		
182035	1		$5,075.00	$5,075.00
		ArcGIS Business Analyst Pro for ArcGIS Enterprise with US State Data Bundle Annual Subscription		

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Sean Gill	s.gill@esri.com	(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GILLS **This offer is limited to the terms and conditions incorporated and attached herein.**

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Quotation # Q-548906

Date: August 6, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 552 Contract # ENTERPRISE AGREEMENT

City of Denton
Technology Services Dept
601 E Hickory St Ste A
Denton, TX 76205-4303

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/5/2025 To: 9/3/2025

ATTENTION: Kevin Babcock
PHONE: (940) 349-7868
EMAIL: kevin.babcock@cityofdenton.com

Material	Qty	Term	Unit Price	Total
165555	2		$357.50	$715.00

ArcGIS Data Interoperability for ArcGIS Online Creator, Professional, or Professional Plus, User Type Annual Subscription

Subtotal:	$474,123.76
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$474,123.76

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Sean Gill	s.gill@esri.com	(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GILLS **This offer is limited to the terms and conditions incorporated and attached herein.**

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Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-6)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	100	ArcGIS Enterprise Contributor User Type	100
ArcGIS Online Mobile Worker User Type	300	ArcGIS Enterprise Mobile Worker User Type	300
ArcGIS Online Creator User Type	300	ArcGIS Enterprise Creator User Type	300
ArcGIS Online Professional User Type	70	ArcGIS Enterprise Professional User Type	70
ArcGIS Online Professional Plus User Type	70	ArcGIS Enterprise Professional Plus User Type	70
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	70 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	70 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	70	ArcGIS Location Sharing for ArcGIS Enterprise	70
ArcGIS Online Service Credits	175,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	100

Other Benefits

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

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Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

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1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

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owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

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supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

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9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

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Master Agreement
Products and Services

Revised February 14, 2025
IMPORTANT—READ CAREFULLY

This Master Agreement ("**Agreement**") is between you (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

a. Provides Services as set forth in this Agreement;
b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

> "Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials*.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.

c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
i. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
j. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
k. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
l. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
m. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
n. **"Redistribution License"** means a license to reproduce and distribute Software provided that

    1. Customer reproduces and distributes the Software in its entirety;
    2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
    3. Customer reproduces all copyright and trademark attributions and notices; and
    4. Customer does not charge a fee to others for the use of the Software.

o. **"Server License"** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
p. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
q. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
r. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

a. Customer may

1. Install, access, or store Software and Data on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
4. Move Software in the licensed configuration to a replacement computer;
5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.

b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
d. Esri publishes Product-Specific Terms of Use at https://www.esri.com/legal/scope-of-use.

2.4 Online Services Terms of Use.

a. **Online Services Descriptions.** Esri publishes Product-Specific Terms of Use at https://www.esri.com/legal/scope-of-use. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. **Named Users.**

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

2.7 Limited-Use Programs.

a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
b. **"Esri Content Package(s)"** means a digital file containing Online Services basemap Data extracted from the Online Services.
c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.

b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:

    1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
    2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.

c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for

    1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
    2. Synchronized multivehicle routing; or
    3. Synchronized route optimization.

e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

5.0 PROFESSIONAL SERVICES

5.1 Definition. The following definition supplement the definitions provided in Attachment A:

a. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule.

a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

5.5 Acceptance.

a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:

    1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
    2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
    3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

    Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.
b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after

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performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.

c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices.

a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.

b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.

c. **For Time and Materials Task Orders.**

    1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
    2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services.

a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.

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e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
j. **"Learning Management System" or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

7.2 Permitted and Prohibited Uses.

a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
b. Customer may reproduce copies of Training Materials for registered Students.
c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities.

Esri will

a. Provide an instructor qualified to conduct Training;
b. Provide all necessary Training Materials for Student; and
c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities.

Customer will

a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;

e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
h. If the Esri Mobile Lab or Mobile Router is used, Customer will

    1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
    2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
    3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy.

a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
b. A replacement Student must be from the same Customer organization as the Student being replaced.
c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
c. Training Pass policies and redemption rates are described at https://www.esri.com/training/training-for-organizations/.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service

a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System

a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf
b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at https://support.esri.com/en/support/premium.
f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
Address: _____
City, State, ZIP: _____
_____
Email: _____
Telephone: _____
Fax: _____

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8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

a. Services will end as of the expiration or termination date stated; and
b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

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ATTACHMENT A
GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

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“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

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ATTACHMENT B
GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
c. Distribute Authorization Codes to third parties;
d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
h. Unbundle or independently use individual or component parts of Esri Offerings;
i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example

    1. Disclosed in source code form to third parties;
    2. Licensed to third parties for the purpose of making derivative works; or
    3. Redistributable to third parties at no charge; or

l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

a. Stop accessing and using the terminated or expired Esri Offerings;
b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

a. Internet Disclaimer. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
b. Third-Party Websites; Third-Party Content. Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
c. Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer. As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom

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AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

(a) Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.
(b) To the extent allowed by applicable law, neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Claim"** means any claim, action, or demand by a third party.
b. **"Indemnitees"** means Customer and its directors, officers, and employees.
c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with a minimum coverage of $1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:

    1. Premises and operations;
    2. Blanket contractual liability;
    3. Broad form property damage;
    4. Independent contractors;
    5. Personal injury, with employee exclusion deleted; and
    6. Completed operations.

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at https://trust.arcgis.com. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport,

transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32 and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at https://www.esri.com/en-us/privacy/overview.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

a. Creates or transmits spam, spoofings, or phishing email or offensive, hate related or defamatory material; or stalks or makes threats of physical harm;
b. Stores or transmits any Malicious Code;
c. Violates any law or regulation;
d. Infringes or misappropriates the rights of any third party;
e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
d. When Customer's use of Cloud Services ends, Esri will either

    1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
    2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

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Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies. Customer is a tax-exempt entity and can provide such certification upon request by Esri.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

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B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

Docusign Envelope ID: B2CE0CCC-6668-493A-B3BE-822685543388

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

Docusign Envelope ID: B2CE0CCC-6668-493A-B3BE-822685543388

ATTACHMENT C
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (**"Esri"**), and _____ (**"Customer"**), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [*As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

   In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:

3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):

4. Customer Address for the Receipt of Esri Invoices:

5. Delivery Schedule or Start/End Date(s) for Each Deliverable:

6. Special Considerations:

7. Esri Project Manager: [*insert name, telephone, and email address*]
   Esri Contract Specialist: [*insert name, telephone, and email address*]
   Customer Project Manager: [*insert name, telephone, and email address*]
   Customer Contract Contact: [*insert name, telephone, and email address*]
   Customer Accounts Payable Contact: [*insert name, telephone, and email address*]

ACCEPTED AND AGREED:

[sample only—do not sign] _____	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Customer)	(Esri)
Signature: *[sample only—do not sign]* _____	Signature: *[sample only—do not sign]* _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Docusign Envelope ID: B2CE0CCC-6668-493A-B3BE-822685543388

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.**

Environmental Systems Research Institute, 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.

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

5

Signature of vendor doing business with the governmental entity

Sep 29, 2025
Date

Tamisa Greening - Director, Contracts & Legal

Docusign Envelope ID: B2CE0CCC-6668-493A-B3BE-822685543388

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: B2CE0CCC-6668-493A-B3BE-822685543388
Status: Sent
Subject: Please DocuSign: City Council Contract 8886 ESRI SGA Renewal
Source Envelope:
Document Pages: 39
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: 198.49.140.104

Record Tracking

Status: Original
9/30/2025 9:27:13 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: 198.49.140.104	Sent: 9/30/2025 9:30:08 AM Viewed: 9/30/2025 9:30:21 AM Signed: 9/30/2025 9:30:42 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	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/30/2025 9:30:44 AM Viewed: 9/30/2025 9:37:25 AM Signed: 9/30/2025 9:38:21 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 2600:6c56:7f00:dc2:7cec:ffee:e873:37e8	Sent: 9/30/2025 9:38:24 AM Viewed: 9/30/2025 10:23:44 AM Signed: 9/30/2025 10:25:27 AM
Erick Arial earial@esri.com Manager, Commercial & Government Contracts Environmental Systems Research Institute, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/30/2025 1:23:52 PM ID: da5d557c-75c2-40c5-8c5c-67d67517b9de	DocuSigned by: 2B5E46CF05AD48A... Signature Adoption: Uploaded Signature Image Using IP Address: 198.102.58.250	Sent: 9/30/2025 12:51:51 PM Viewed: 9/30/2025 1:23:52 PM Signed: 9/30/2025 1:24:54 PM

Signer Events	Signature	Timestamp
Leisha Meine Leisha.Meine@cityofdenton.com Chief Technology Officer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Leisha Meine D60D157ADABC4D5... Signature Adoption: Pre-selected Style Using IP Address: 47.162.75.21 Signed using mobile	Sent: 9/30/2025 1:24:57 PM Viewed: 10/1/2025 4:49:30 AM Signed: 10/1/2025 4:49:56 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		Sent: 10/1/2025 4:49:59 AM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.Rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/30/2025 9:30:44 AM
Thomas Amrine tamrine@esri.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/30/2025 12:51:18 PM ID: d97d6ed8-3b4a-43bb-92dc-7e2da8d51baa	COPIED	Sent: 9/30/2025 12:51:55 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: 10/1/2025 4:49:59 AM Viewed: 10/2/2025 10:34:49 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kevin Babcock Kevin.Babcock@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/26/2025 2:21:16 PM ID: 1e3eab1d-1bb1-4d3d-b7ff-2eb0be65b4d3		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/30/2025 9:30:08 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: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Honeywell International Inc., for the maintenance and licensing for the emergency response automated fire station alerting (Phoenix G2) system for the Fire Department; which is the sole provider of these services, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8887 – awarded to Honeywell International Inc., 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 $348,949.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

INFORMATION/BACKGROUND

The Fire Department utilizes an automated emergency response fire station alerting (Phoenix G2) system. The Phoenix G2 system receives requests from the computer-aided dispatch (CAD) system, reformats the message, and then transmits it to remote controllers located at fire stations using existing data networks. The system incorporates a computerized voice notification, along with visual display boards, which enhances clarity at the stations. Honeywell International Inc. is the sole designer, manufacturer, and provider of the Phoenix G2 Fire Station Alerting System. Honeywell International Inc. is the only company authorized to service and/or support the alerting system.

The Phoenix G2 system hardware was purchased through a cooperative purchasing agreement with NPPGov #VH1164, but the annual maintenance and licensing fees are not covered under a cooperative network.

Projected Spending

	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	Total
Licenses & Maintenance	$57,122	$62,262	$67,866	$73,974	$80,632	$341,856
Contingency	2,856	3,113	3,393	3,699	4,032	17,093
Total	**$59,978**	**$65,375**	**$71,259**	**$77,673**	**$84,664**	**$358,949**

Section 252.022 of the Local Government Code provides that procurement of sole source commodities and services are exempt from competitive bidding, and if over $50,000, shall be awarded by the governing body.

RECOMMENDATION

Award with a contract to Honeywell International Inc., as a sole source supplier, for the maintenance and licensing for the emergency response automated fire station alerting (Phoenix G2) system for the Fire 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 $358,949.

PRINCIPAL PLACE OF BUSINESS

Honeywell International Inc.
Tempe, AZ

ESTIMATED SCHEDULE OF PROJECT

This is a 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 the Fire Technology Operating account 830004.7804. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $358,949.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Contract

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

For information concerning this acquisition, contact: Lindsey Garrison, 940-349-8844.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HONEYWELL INTERNATIONAL INC., FOR THE MAINTENANCE AND LICENSING FOR THE EMERGENCY RESPONSE AUTOMATED FIRE STATION ALERTING (PHOENIX G2) SYSTEM FOR THE FIRE DEPARTMENT; WHICH IS THE SOLE PROVIDER OF THESE SERVICES, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER $50,000, SHALL BE AWARDED BY THE GOVERNING BODY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8887 – AWARDED TO HONEYWELL INTERNATIONAL INC., 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 $348,949.00).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids; and

WHEREAS, this procurement was undertaken as part of the City's governmental function [Operation of emergency ambulance service]; and

WHEREAS, the City Council wishes to procure one or more of the items mentioned in the above paragraph; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following purchase of materials, equipment or supplies, as described in the "File" listed hereon, and on file in the office of the Purchasing Agent, and the license terms attached are hereby approved:

FILE NUMBER	VENDOR	AMOUNT
8887	Honeywell International Inc.	$348,949.00

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases;

captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager, or their designee, is hereby authorized to execute the contract relating to the items specified in Section 1, attached hereto, and the expenditure of funds pursuant to said contract is hereby authorized.

SECTION 5. 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 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 Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

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Docusign City Council Transmittal Coversheet

FILE	8887
File Name	Fire Station Alerting Maintenance and Licensing
Purchasing Contact	Kayla Clark
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND HONEYWELL INTERNATIONAL INC.
(Contract #8887)

THIS CONTRACT is made and entered into this date _____, by and between Honeywell International Inc. an Delaware corporation, whose address 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, 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 File#8887 - Fire Station Alerting Maintenance and Licensing, 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) US Digital Designs Service Agreement and Mobile App End User License Agreement **(Exhibit "B");**
(c) Certificate of Interested Parties Electronic Filing **(Exhibit "C");**
(d) Insurance Requirements **(Exhibit "D");**
(e) Contractor's Proposal ("Contractor's Offer") **(Exhibit "E")**;
(f) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "F")**

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel
Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott

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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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CONTRACTOR

Signed by:

BY: _____
086B02EA5EE9449...
AUTHORIZED SIGNATURE

Printed Name: Susheel tenguria

Title: Vice President

8475216680
PHONE NUMBER

Susheel.tenguria@honeywell.com
EMAIL ADDRESS

susheel.tenguria@honeywell.com
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

Signed by:

Kenneth Hedges
8C476FC45B304C3...
SIGNATURE

Kenneth Hedges
PRINTED NAME

Fire Chief
TITLE

Fire
DEPARTMENT

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: Marcella Lunn
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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $348,949. Pricing shall be per Exhibit E attached.

2. The Quantities

The quantities indicated on Exhibit E 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 "Initial Term"). The City and the Contractor shall have the option to renew this contract for an additional two (2) one-year periods (each an "Additional Term").

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 Contractor'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 Contractor'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 Contractor should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Contractor must

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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. Tax Exempt

No taxes shall be included in the invoice. City is exempt from the payment of taxes and the purchase order serves as the required exemption certificate for tax exemption. The City will provide other exemption certificates or documentation confirming its tax-exempt status as requested.

7. No Excess Obligations

In the event the Contract spans multiple fiscal years, the City's continuing performance under the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the City Council of the City of Denton. If the City Council of the City of Denton fails to appropriate or allot the necessary funds, City shall issue written notice to Contractor that City may terminate the Contract without penalty, further duty, or obligation.

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8. Delivery

Delivery shall be FOB Destination.

9. Public Information

City shall release information in accordance with the Texas Public Information Act, Tex. Gov't Code Chapter 552, and other applicable law or court orders. If requested, Contractor shall make public information available to City in an electronic format, and any portions of records claimed by the Contractor to be proprietary must be clearly marked as such.

10. Insurance

City is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self- insurance by City shall, without further requirement, satisfy all insurance obligations of City under the Contract.

11. INDEMNITY

THE CONTRACTOR SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY CITY, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THE CONTRACT. Nothing in this Contract shall be construed to create a liability to any person who is not a party to this Contract, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Contract, including the defense of governmental immunity, which defenses are hereby expressly reserved.

12. Limitations

City is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Contract, which may include those terms and conditions relating to: liens on City property; disclaimers and limitations of warranties; disclaimers and limitation of liability for damages; waivers, disclaimers, and limitation on litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on City, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

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US DIGITAL DESIGNS
by Honeywell

Exhibit B
SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between Honeywell International Inc., through its US Digital Designs group ("Honeywell"), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, and the following entity ("Customer"):

City of Denton
Attn: Lindsey Garrison
215 East McKinney Street
Denton, TX 76209
Email: lindsey.garrison@cityofdenton.com

Recitals. Customer requires Honeywell to provide Software maintenance and Hardware repair services for the Phoenix G2 Fire Station Alerting System Products (as those terms are defined below) acquired and implemented by Customer. Honeywell has agreed to service the Customer's System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

1. **Definitions**. For purposes of this Agreement, the following terms shall have the following meanings:

a. "Additional Services" shall have the meaning set forth in Section 8 below;

b. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.

c. "Commencement Date" shall be **December 21, 2025.**

d. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by Honeywell, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;

e. "Emergency Support" means telephone access for Customer's System Administrator" (as defined below) to Honeywell's senior staff and engineers in the event of a Mission Critical Failure.

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f. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of Honeywell's direct control does not constitute a Mission Critical Failure.

g. "Services" shall have the meaning set forth in Section 3, below;

h. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by Honeywell;

i. "System" means all Hardware and Software purchased by Customer either directly from Honeywell or authorized Honeywell Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell;

j. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section **Error! Reference source not found.** below.

2. **Honeywell Scope of Services**. During the Term of this Agreement, Honeywell agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;

d. Updates for all System Software, as and when released by Honeywell;

e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted

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by each user at the time the software is downloaded; provided, however, to the extent the Mobile Application End-User Agreement conflicts with this Agreement or Contract 8887, this Agreement or Contract 8887 shall govern.

f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under the Honeywell warranty applicable to the Hardware) subject to Honeywell's Return Material Authorization ("RMA") Process described below; and

g. Ground shipping for the return of repaired Hardware.

3. **Claims**. Prior to requesting Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, either Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. Honeywell's technical support contact information can be found on Honeywell's web site: http://stationalerting.com/service-support/. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

4. **Advance Replacement of Hardware**. If a Hardware component requires repair during the Term, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Services must be used in the System to which this Agreement applies.

5. **Return Material Authorization Process.** If Customer makes a claim for an advanced replacement of a Hardware component during the Term, Customer shall provide Honeywell with the Hardware component model and serial number and failure information to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid ground shipping to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that Customer is returning. The original hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

6. No Fault Found. Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. Customer understands that this fee is

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intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

7. **Limitations**. The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized Honeywell representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of Honeywell, use with non-Honeywell products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in Honeywell's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Honeywell shall not be liable to provide Services at any time when Customer is in breach of any obligation to Honeywell under this Agreement or any other contract.

8. **Additional Services by Honeywell**. Except for the Services, all other acts or performances requested or required of Honeywell by Customer ("Additional Services") will be charged at Honeywell's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by Honeywell on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days of receipt of invoice. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

9. **Authorized Support Contacts**. In order to facilitate Honeywell's delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services ("Authorized Contacts"). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

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10. **Customer Facilitation of Services**. Customer will be responsible for providing the following:

a. The provision of remote access to the System, as more specifically described in Section 11 below;

b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;

c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;

d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

e. The correct use of the System in accordance with Honeywell's operating instructions; and

f. The security and integrity of the System.

11. **Remote Access**. Honeywell requires remote network access to Customer's system, including its Communications Gateways, Station Controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access Customer's System with the knowledge and consent of Customer.

a. Alternative to Network Access. If Customer elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access:

- System software upgrades
- System software customization
- Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices

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- Detailed log analysis
- Bulk updates to System database tables
- Troubleshooting that requires low-level system access or large file transfer

b. Timely Access. Customer must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the remote access cannot be provided, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

c. Physical Security Tokens. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If Customer requires the use of physical security tokens this may delay after hours service.

12. **Termination**. This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Honeywell may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, Honeywell may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Honeywell shall be nonrefundable.

13. **Annual Fees**. On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay Honeywell an Annual Fee in advance for the Services and to be delivered hereunder (the "Annual Fee"). The Annual Fee for the Initial Term shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances ("Base Amount"), multiplied by **.10**. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. Honeywell may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after receipt of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

14. **Reinstatement**. If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. Honeywell reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.

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b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of Honeywell.

c. Customer shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.

d. If Customer reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by Honeywell to have been abandoned by Customer. Honeywell will not provide further Services for the System, and Customer will not be allowed to reinstated service and support of the System through another Service Agreement.

15. **Exclusions and Limitations**. Honeywell warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS**. If Honeywell cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties

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shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT HONEYWELL'S SOLE ELECTION, IF CUSTOMER NOTIFIES HONEYWELL IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

16. **Force Majeure**. Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "**Force Majeure Event**" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

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a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

b. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling this Service Agreement.

17. **Headings and Usage**. The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

18. **Waiver**. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

19. **Governing Law; Parties in Interest**. This Agreement will be governed by and construed according to the laws of the State of Texas without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the Parties.

20. **Execution in Counterparts**. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any Party executes this Agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.

21. **Entire Agreement**. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the Parties.

22. **Review**. The Parties acknowledge that they have had an adequate opportunity to review this Agreement, as well as the opportunity to consult legal counsel regarding this Agreement. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

23. **Assignment**. The Parties shall not assign, in whole or in part, the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

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Notwithstanding the foregoing, Honeywell may freely transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock. Honeywell shall provide Customer with prompt written notice of assignment. Each Party binds itself, its successors, assigns, executors, administrators, or other representatives to the other Party hereto and to successors, assigns, executors, administrators, or other representatives of such other Party in connection with all terms and conditions of this Agreement.

24. **Savings Clause**. In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

25. **Customer Representative**. The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery, and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

City of Denton	**Honeywell International Inc.**
By: _____	By_____
Name: _____	Name: Susheel Tenguria
Title:_____	Title: General Manager – USDD group
Date: _____	Date:_____

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Mobile Application End User License Agreement

This End User License Agreement ("License") is a binding legal agreement between You, as an individual or entity, and Honeywell International, Inc. on behalf of US Digital Designs by Honeywell ("Company"). This negotiated License supersedes any “click-through” agreements made on individual application downloads by City of Denton Employees.

PLEASE READ THIS LICENSE CAREFULLY BEFORE CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING OR USING THE PHOENIX GZ FSA MOBILE APPLICATION ("APPLICATION") ACCOMPANYING THIS LICENSE. BY CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING OR USING THE APPLICATION, YOU ARE ENTERING INTO AND AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

PLEASE NOTE: THE APPLICATION IS INTENDED TO BE USED TO SUPPLEMENT YOUR AGENCY’S DISPATCHING AND RESPONSE SYSTEM AND IS NOT DESIGNED TO BE USED AS THE PRIMARY ALERTING PATH BECAUSE A VARIETY OF FACTORS BEYOND COMPANY’S CONTROL (SUCH AS NETWORK AVAILBILITY OR LOCATION OF THE MOBILE DEVICE) CAN AFFECT THE FUNCTIONALITY OF THE APPLICATION. AS SUCH, USERS SHOULD NOT RELY SOLELY ON THIS APPLICATION FOR CRITICAL DISPATCH ALERTS, AND COMPANY DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE USE OF THE APPLICATION.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE DO NOT CLICK THE "ACCEPT" BUTTON OR DOWNLOAD OR USE THE APP.

1. Description of Application. The Application is made available to You as a personnel of a fire dispatching agency or fire department (the "Agency") using the Phoenix G2 Fire Station Alerting System (the "System"). The License for the Application is only in effect if the Agency's System is under warranty, the Agency maintains the System through an annual Service Agreement contracted through Company, or the annual License fee has been paid to Company by Agency. The Application is downloadable software that enables You to receive dispatch alerts and announcements generated from Your Agency on your Android, iPhone, iPad or other mobile device ("Mobile Device"). The Application shall refer to and consist of the following: (i) the mobile software application accompanying this License, including without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation and other components; (ii) any updates, modifications or enhancements to the mobile software application listed in subsection (i); and (iii) any specific website the Application directs you to via any browser located on Your Mobile Device.

2. License Grant and Restrictions on Use

2.1. License Grant. Company grants You a revocable, non-exclusive, non-transferable, limited right to install and use the Application on a single Mobile Device owned and controlled by You, and to access and use the Application on such Mobile Device strictly in accordance with the terms and conditions of this License and the usage rules and any service agreement associated with your Mobile Device.

2.2. Restriction on Use. You shall use the Application strictly in accordance with the terms of the License and shall not knowingly (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or dec1ypt the Application; (b) make any modification, adaption, improvement, enhancement, translation or derivative work from the Application; (c) violate any applicable law, rules or regulations in connection with Your access or use of the Application; (d) remove, alter or obscure any

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proprietary notice (including any notice of copyright or trademark) of Company or its affiliates or partners; (e) use the Application for any purpose other than described herein; (f) install, use or permit the Application to exist on more than one Mobile Devise at a time or any other mobile device or computer; or (g) distribute the Application to multiple Mobile Devises, or make the Application available over a network or other environment permitting access or use by multiple Mobile Devices or users at the same time.

3. Title. The ownership and all rights, including all copyrights, patents, trademarks, trade secrets and other intellectual property rights shall remain the property of Company. You acknowledge and agree that the source and object code of the Application are the intellectual property and proprietary and confidential information of the Company. Further, You are not authorized to use the Company trademarks in any advertising, publicity or in any other commercial manner without the prior written consent of the Company, which may be withheld for any or no reason.

4. Third Party Software. The Application may utilize or include third party software to provide functionality outside the agreed upon scope that is subject to open source and third-party license terms ("Third Party Software") with consent form the City. You acknowledge and agree that Your right to use such Third Party Software as part of the Application is subject to and governed by the terms and conditions of the open source or third party license applicable to such Third Party Software. The Company will inform the City of possible Third Party software or make available to the City at their discretion. The company will provide the option for the City to opt out of using any Third Party software. In the event of a conflict between the terms of this License and terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to Your use of the relevant Third Party Software. In no event shall the Application or components thereof be deemed to be "opened source" or "publicly available" software.

5. Restriction on Transfer. You may not rent, lease, lend, sublicense or transfer the Application, this License or any of the rights granted hereunder. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect.

6. Consent to Use of Data. You agree that Company may collect and use technical data and related information, including but not limited to technical information about Your Mobile Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Application. Company may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

7. Privacy Policy. All capitalized terms used in this section should be interpreted to have the same meaning as those terms defined in the General Data Protection Regulation EU 2016/679 (**"GDPR"**) or in any analogous definitions in any other similar applicable privacy laws (**"Applicable Privacy Laws"**). For more information on privacy issues please reach out to HoneywellPrivacy@Honeywell.com.

7.1. Processing. You acknowledge and agree that, in connection with its performance under this Agreement, Company will Process Personal Data of Authorized End Users, who are considered data subjects, on Your behalf as the Controller (except where You act as a Processor, in which case Company is a Subprocessor). The specific categories of User Personal Data to be processed are the name and business contact details of Your Authorized End Users, which are Processed for the purposes of

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performing under this EULA, including, for example, permitting secure authentication and support to You.

7.2. Purpose & Instruction limitations. Company will only process Your Personal Data as permitted under the Agreement, in compliance with Applicable Privacy Laws, and in accordance with Your documented instructions, unless such instructions would violate other applicable law to which Company is subject. Company will not Sell any of Your Personal Data to any third party. You agree that this Agreement includes Your complete and final instructions to Company in relation to the Processing of Your Personal Data. Any additional or alternate instructions must be agreed in writing between the Parties, including the costs (if any) associated with complying with such instructions. Company will inform You if it is of the opinion that a Your instruction infringes Applicable Privacy Laws unless applicable law prohibits such notification.

7.3. Subprocessors. You authorize Company to use Subprocessors located in any jurisdiction to Process Your Personal Data, provided You contractually require Subprocessors to abide by terms no less restrictive than this Section 7 and Company remains liable for the performance of such Subprocessors. Company will make available to You a list of Subprocessors that it engages to support the provision of the Application upon written request. If You legitimately object to a Subprocessor on reasonable data protection grounds and the Parties do not resolve the matter within one (1) month following notification of the same to Company, Company may terminate this EULA without penalty on written notice.

7.4. Authorization for Data Transfers. You hereby authorize Company and its Subprocessors to transfer Your Personal Data to locations outside of its country of origin for the performance under this Agreement, provided that Company ensures such data transfers comply with Applicable Privacy Laws.

7.5. Data Export Restrictions. If Company transfers Your Personal Data from the European Economic Area ("EEA"), UK, Switzerland or from any other jurisdiction that restricts the cross-border transfer of Your Personal Data to locations outside that jurisdiction, You shall be bound by the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, including the provisions in Modules 2 and 3, as applicable, ("SCCs") in the capacity of "data exporter", and Company in the capacity of "data importer" as those terms are defined therein. The SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into this Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the SCCs is set forth in this Agreement. If there is a conflict between the provisions of this EULA and the SCCs, the SCCs will prevail.

7.6. Security & Prohibited Data. Company will use appropriate technical and organizational measures to protect Your Personal Data as required by Applicable Privacy Laws and will follow industry-standard security practices. Company will further ensure that only authorized personnel who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality may access Your Personal Data for the purposes of performing under this Agreement. You are responsible for configuring the Application in a manner which enables You to comply with Applicable Privacy Laws, including the implementation of appropriate technical and organizational measures. You acknowledge and agree that You will not provide Company with any Sensitive Personal Data or Your Personal Data which is regulated by COPPA, FERPA and HIPAA, unless authorized to do so in writing by Company.

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7.7. Security Incidents. Company will notify You without undue delay and within a time period not to exceed 24 hours after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of Your Personal Data while processed by Company (each a "Security Incident") in relation to the Application under this Agreement. If acknowledgement from the City is not received within 48 hours of being notified, the Company will take reasonable efforts to ensure notification is received by You. Company will investigate the Security Incident and provide You with relevant information about the Security Incident as required under Applicable Privacy Laws. You will use reasonable efforts to assist the Company in mitigating, where possible, the adverse effects of any Security Incident.

7.8. Cooperation. Company will cooperate with You to respond to any requests, complaints or inquiries from data subjects, supervisory authorities, or other third parties, conduct a privacy impact assessment and prior consultation with supervisory authorities, provided that You reimburse Company for all reasonably incurred costs. If Company receives a data subject request relating to Your Personal Data, including Your Authorized Personal Data, Company will refer such data subject request to You. Honeywell will not respond to the data subject request unless required by applicable law.

8. Termination. The license is effective until terminated by You, Your Agency, or Company. This license will terminate in the event Your Agency fails to maintain its System through an Annual Service Agreement or fails to renew its annual License fees. Your rights under the License will terminate automatically without notice from Company if You fail to comply with any term(s) of the License. Upon termination of the License, You shall cease all use of the Application, and destroy all copies, full or partial, of the Application. The following sections of this License and any other provisions of this License which by their express language or by their context are intended to survive the termination of this License, and shall survive such termination: 1, 2.2, 3, 5, 6, 7, 8, 9, 10, 11, 13 and 14.

9. Disclaimer of Warranties.

9.1 YOU SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, IMPLEMENTATION AND PERFORMANCE OF ANY AND ALL THIRD PARTY EQUIPMENT, SOFTWARE, TELECOMMUNICATION EQUIPMENT, NETWORK DATA SERVICES AND OTHER SERVICES WHICH YOU SHALL USE TO ACCESS AND RUN THE APPLICATION. COMPANY SHALL NOT BE RESPONSIBLE FOR PROVIDING SUCH SERVICES OR SUPPORTING EITHER ACCESS TO NETWORKS OR THE MOBILE DEVICE USED FOR THE APPLICATION.

9.2 YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE APPLICATION IS AT YOUR SOLE RISK AND DISCRETION. YOU ACKNOWLEDGE THAT PERFORMANCE OF THE APPLICATION IS SUBJECT TO NETWORK AVAILABILITY AND COVERAGE, POWER OUTAGES, MOBILE DEVICE FAILURE AND THE DISPATCHING CAPABILITIES OF YOUR DISPATCHING AGENCY'S CAD, WHICH IS NOT CONTROLLED BY COMPANY. LIKEWISE , COMPANY DOES NOT CONTROL THE TIMING, SPEED OR RELIABILITY OF THE DELIVERY OF THE DISPATCH INFORMATION. THE APPLICATION IS INTENDED TO BE USED TO SUPPLEMENT YOUR AGENCY'S DISPATCHING AND RESPONSE SYSTEM AND IS NOT DESIGNED TO BE USED AS THE PRIMARY ALERTING PATH.

9.3 COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS, AND LICENSORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

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INFRINGEMENT. FURTHERMORE, COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE APPLICATION WILL MEET YOUR REQUIREMENTS; (II) THE APPLICATION WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATIERAL ACCESSED OR OBTAINED BY YOU THROUGH THE APPLICATJON WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE APPLICATION WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR FROM THE APPLICATION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GURANTY. FURTHERMORE YOU ACKNOWLEGE THAT COMPANY HAS NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE SUPPORT OR MAINTAIN THE APPLICATION.

9.4 NOTWITHSTANDING THE FOREGOING, COMPANY WARRANTS THAT THE APPLICATION WILL FUNCTION IN ACCORDANCE WITH THE SPECIFICATIONS AND AS DESCRIBED IN THE DOCUMENTATION PROVIDED FOR THE APPLICATION; AND THAT THE APPLICATION AND THE DOCUMENTATION FURNISHED BY COMPANY ARE COMPATIBLE; AND THAT THE APPLICATION SHALL BE FREE OF DEFECTS IN DESIGN, WORKMANSHIP, AND MATERIALS WHICH PREVENT THEM FROM BEING USED FOR THEIR INTENDED PURPOSE.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AFFILIATES, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILILTY TO ACCESS OR USE THE APPLICATION, WHETHER OR NOT THE DAMAGES WERE FORSEEABLE AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Intentionally Omitted.

12. Compatibility. Company does not warrant that the Application will be compatible or interoperable with Your Mobile Device or any other piece of hardware, software, equipment or device installed on or used in connection with your Mobile Device. Furthermore, You acknowledge that compatibility and interoperability problems can cause the performance of your Mobile Device to diminish or fail completely, and may result in permanent damage to Your Mobile Device, loss of data located on your Mobile Device and corruption of the software and files located on your Mobile Device. You acknowledge and agree that Company and its affiliates, partners, suppliers and licensors shall have no liability to You for any losses suffered resulting from or arising in connection with the compatibility or interoperability problems.

13. Export Control. You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. You represent and warrant that You are not located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or listed on any US Government list or prohibited or restricted parties including the Treasury Department's list of Specially Designated Nations or the US Department of Commerce Denied Person's List or Entity List. You also agree that You will not use the Application for any purposes prohibited by US Law.

14. Modification and Amendment. Company may modify or amend the terms of this License by providing written notice of such modifications or amendment to the City of Denton. Provided that such City consents to such modification or amendments, You will be deemed to have agreed to any such

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modification or amendment by Your decision to continue using the Application following the date in which such City consents in writing to the modified or amended License.

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Exhibit C
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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Exhibit D
INSURANCE REQUIREMENTS

Contractor'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>CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE</u>

Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential

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information, and copyright infringement with minimum limits with minimum limits of $1,000,000.00 per claim.

NOTE: Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a $2,000,000.00 limit.

B. E&O

Errors & Omissions Insurance to provide coverage against claims for any loss on accounts assigned to the CONTRACTOR due to negligent act, error or omission on the part of the CONTRACTOR or its employees with minimum limits of $1,000,000 per claim, $2,000,000 annual aggregate. Such insurance shall include coverage for Cyber Liability and Network Risk.

The policy shall include:

a) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

b) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor’s liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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Exhibit E

US DIGITAL DESIGNS
by Honeywell

Budgetary Quote

Date	Quote #
16-Sep-2025	25-DTX-001

1150 W. Grove Parkway, Suite 110
Tempe, Arizona 85283
Phone # 877-551-USDD
E-mail: USDDsales@honeywell.com

Name / Address
City of Denton Attn: Lindsey Garrison 215 East McKinney Street Denton, TX 76209 lindsey.garrison@cityofdenton.com

ALL AMOUNTS QUOTED ARE IN US DOLLARS		Terms	Rep	Project
		Net 30		
Item	Description	Qty	Cost	Total
SrvAgrmt_Annl	Annual Service Fee - 21 Dec 2025 to 20 Dec 2026 - Original Contract (Fire Station 2 and Dispatch - original CAD interface retired) Base Amount: $63,901.20	1	$ 6,390.12	$ 6,390.12
SrvAgrmt_Annl	Annual Service Fee - 21 Dec 2025 to 20 Dec 2026 -Stations 1, 4, 5, 6, 8 Base Amount: $220,168.80	1	$ 22,016.88	$22,016.88
SrvAgrmt_Annl	Annual Service Fee - 21 Dec 2025 to 20 Dec 2026 - Station 7, Room Remote, new CAD Interface Base Amount: $75,077.70	1	$7,507.77	$7,507.77
SrvAgrmt_Annl	Annual Service Fee - 21 Dec 2025 to 20 Dec 2026 - Station 3 and upgrades to Station 8 Base Amount: $123,848.10	1	$12,384.81	$12,384.81
AppLicenses_Annl	Mobile App - Total Additional Licenses - x36	36	$ 13.50	$ 486.00
SrvAgrmt_Annl	Annual Service Fee - 21 Dec 2025 to 20 Dec 2026 - (2022 Purchases LED Speaker & Room Remote) Base Amount: $2,407.50	1	$ 240.75	$240.75
SrvAgrmt_Annl	Annual Service Fee - 20 August 2025 to 20 Dec 2026 - ***Station 9 Pro-rated*** Base Amount: $60,982.00	1	$ 8,153.21	$8,153.21
SrvAgrmt_Annl	Annual Service Fee - 18 Oct 2025 to 20 Dec 2026 - (2024 Purchases) ***Pro-rated*** Base Amount: $8,609.15	1	$ 1,011.87	$1,011.87
SrvAgrmt_Annl	Annual Service Fee - 8 July 2026 to 20 Dec 2026 - (2025 Purchases Room Remote 2, Room Remote 2 Back Box) ***Pro-rated*** Base Amount: $24,518.23	1	$ 1,115.08	$1,115.08
	Budgetary quote is based on purchases already made. If additional purchases are made, the Quote will increase proportionally to the purchases.			
Thank you for your business			**Total**	**$ 59,306.49**

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US DIGITAL DESIGNS
by Honeywell

1150 W. Grove Parkway, Suite 110
Tempe, Arizona 85283-4482
Phone # 877-551-USDD
E-mail: usddsales@honeywell.com

Budgetary Quote

Date	Quote #
16-Sep-2025	26-DTX-002

Name / Address
City of Denton Attn: Lindsey Garrison 215 East McKinney Street Denton, TX 76209 lindsey.garrison@cityofdenton.com

ALL AMOUNTS QUOTED ARE IN US DOLLARS

Terms	Rep	Project
Net 30		

Item	Description	Qty	Cost	Total
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] Fire Station 2 and Dispatch - original CAD interface retired Base Amount: $63,901.20	1	$ 6,390.12	$6,390.12
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] Stations 1, 4, 5, 6, 8 Base Amount: $220,168.80	1	$ 22,016.88	$22,016.88
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] Station 7, Room Remote, new CAD Interface Base Amount: $75,077.70	1	$ 7,507.77	$7,507.77
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] 2020 Purchases Station 3, 8 Base Amount: $123,848.10	1	$ 12,384.81	$12,384.81
AppLicenses_Annual	Mobile App - Total Additional Licenses - x36 ($13.50 each)	1	$ 486.00	$486.00
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] 2022 Purchases - LED Speaker & Room Remote Base Amount: $2,407.50	1	$ 240.75	$240.75
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] Station 9 Base Amount: $60,982.00	1	$ 6,098.20	$6,098.20
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] 2024 Purchases Base Amount: $8,609.15	1	$ 860.92	$860.92
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [21 December 2026 to 20 December 2027] 2025 Purchases - Room Remote 2, Room Remote 2 Back Box Base Amount: $24,518.23 ***Budgetary quote is based on purchases already made. If additional purchases are made, the Quote will increase proportionally to the purchases.***	1	$ 2,451.82	$2,451.82
Thank you for your business			**Total**	**$ 58,437.27**

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Exhibit F

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.**

Honeywell International Inc.

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

5

Signed by:
086B02EA5EF9449...

Signature of vendor doing business with the governmental entity

9/26/2025

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

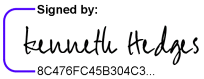
Envelope Id: 3639715C-EFA6-428C-88C7-0E77935923AD
Status: Sent
Subject: Please DocuSign: City Council Contract 8887 - Fire Station Alerting Maintenance and Licensing
Source Envelope:
Document Pages: 31
Signatures: 4
Initials: 1
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kayla Clark
901B Texas Street
Denton, TX 76209
kayla.clark@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
9/25/2025 6:11:09 AM
Holder: Kayla Clark
kayla.clark@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kayla Clark kayla.clark@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 9/25/2025 6:30:03 AM Viewed: 9/25/2025 6:30:13 AM Signed: 9/25/2025 6:30:27 AM
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor 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: 9/25/2025 6:30:29 AM Resent: 9/25/2025 6:31:32 AM Viewed: 9/25/2025 9:47:34 AM Signed: 9/25/2025 9:47:57 AM
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: 9/25/2025 9:48:01 AM Viewed: 9/25/2025 1:43:40 PM Signed: 9/25/2025 1:46:52 PM
Susheel tenguria Susheel.tenguria@honeywell.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/26/2025 2:17:09 PM ID: 28666ee6-09bf-4962-af8e-992ef16a56ab	Signed by:  086B02EA5EF9449... Signature Adoption: Drawn on Device Using IP Address: 2600:1014:b052:a0db:6587:2f54:492:6c0f Signed using mobile	Sent: 9/25/2025 1:46:55 PM Viewed: 9/26/2025 2:17:09 PM Signed: 9/26/2025 2:30:11 PM

Signer Events	Signature	Timestamp
Kenneth Hedges Kenneth.Hedges@cityofdenton.com Fire Chief Security Level: Email, Account Authentication (None)	Signed by:  8C476FC45B304C3... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/26/2025 2:30:15 PM Resent: 9/30/2025 10:57:27 AM Viewed: 9/30/2025 11:28:11 AM Signed: 9/30/2025 11:28:25 AM
Electronic Record and Signature Disclosure: Accepted: 9/30/2025 11:28:11 AM ID: 0df6f474-3843-4ac9-a1d5-097b8330559e		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/30/2025 11:28:30 AM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex Ingrid.rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/25/2025 6:30:30 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/30/2025 11:28:30 AM Viewed: 10/1/2025 9:57:19 AM

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		
Lindsey Garrison Lindsey.Garrison@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/5/2025 2:47:34 PM ID: de0e172d-0b3e-4466-98e2-cbb9a81fe6ec		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	9/25/2025 6:31:31 AM
Envelope Updated	Security Checked	9/25/2025 6:31:31 AM
Envelope Updated	Security Checked	9/30/2025 1:15:03 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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Invoice Cloud, Inc., for the Integrated Online Payment Solution for the Customer Service Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8922 – awarded to Invoice Cloud, Inc., for two (2) years, with the option for four (4) additional one (1) year extensions, in the total six (6) year not-to-exceed amount of $5,521,738.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Strengthen Community and Quality of Life.

INFORMATION/BACKGROUND

The purpose of this agenda item is to request Council's approval for expenses to continue online payment services with Invoice Cloud, Inc.

Invoice Cloud provides a secure, private, and Payment Card Industry (PCI) compliant solution with real-time integration with the current NorthStar CIS and the upcoming SilverBlaze customer portal to electronically accept online payments using all major credit and debit card brands, as well as eCheck and digital wallet methods for Venmo, PayPal, or Google Pay. Invoice Cloud's comprehensive online payment solution provides increased operational savings in both time and money through streamlined self-service functions such as:

- Flexible online payment options that meet business rules and help customers pay their bill on time when it suits their budget, whether registered or not. Registered customers can schedule recurring payments to pay a certain amount on the same day every month. Registered or non-registered customers can set up autopay for the full invoice amount on the invoice due date or schedule one-time future payments via credit/debit card or ACH.

- Fully integrated IVR provides a seamless customer experience that promotes self-service and the ability to reduce inbound customer calls. Enhanced features include Caller ID authentication, the ability to store payment information (Tokenization) for future customer payments, and offer customers the ability to request a text message with a secure payment link to their mobile phone.

- Pay by text sends customers a text notification with a direct link to the payment site with no login or reauthentication required. Customers can create calendars and SMS text reminders in calendar applications such as Apple and MS Outlook, or schedule one-time text reminders.

- Customer communications that engage more customers to utilize online payment options without calling, walking in, or mailing physical checks through targeted and automated messaging. Ability to send automated, event-driven email and text reminders and notifications with a link to make payment without being redirected to the log-in site.

The City of Denton entered a five (5) year contract with a not-to-exceed amount of $1,500,000.00 in the Fall of 2021. As a result of increased online payment adoption and growth in Denton's customer base, the approved spend amount is exhausted, requiring contract renewal.

The system was reviewed by Tech Services and recommended for a contract period of 10 years due to the technical complexities and integrations with both the billing system and the bill print provider.

Project Description	Estimated Six (6) Year Expenditure
FY 25-26	$608,290
FY 26-27	689,736
FY 27-28	782,090
FY 28-29	886,815
FY 29-30	1,005,566
FY 30-31	1,140,224
Contingency	409,017
Total	**$5,521,738**

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 28. 2021, City Council approved a contract with Invoice Cloud, Inc., in the not-to-exceed amount of $1,500,000 (Ordinance 21-2119).

RECOMMENDATION

Award a contract with Invoice Cloud, Inc., for the Integrated Online Payment Solution for the Customer Service Department, in a two (2) years, with the option for four (4) additional one (1) year extensions, in the total six (6) year not-to-exceed amount of $5,521,738.

PRINCIPAL PLACE OF BUSINESS

Invoice Cloud, Inc.
Braintree, MA

ESTIMATED SCHEDULE OF PROJECT

This is a six (6) year contract for an existing service. No implementation is necessary.

FISCAL INFORMATION

These services will be funded from the Customer Service account 870100.7912. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $5,521,738. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Contract
Exhibit 3: Presentation
Exhibit 4: Ordinance and Contract

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

For information concerning this acquisition, contact: Christa Foster, 940-349-7412.

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

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND INVOICE CLOUD, INC.
(CONTRACT 7697)

THIS CONTRACT (the "Contract") is made and entered into this 09/28/2021, 2021, by and between Invoice Cloud, Inc. a Delaware corporation, whose address is 30 Braintree Hill Office Park, Suite 303, Braintree, Massachusetts 02184, 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 his 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 products and/or services in accordance with the City's document RFP 7697- Integrated Utility Payment Solutions, 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 and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 7697 **(Exhibit "B" on File at the Office of the Purchasing Agent);**
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Insurance Requirements **(Exhibit "D");**
(e) Certificate of Interested Parties Electronic Filing **(Exhibit "E");**
(f) Contractor's Proposal **(Exhibit "F")**;
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G");**
(h) Biller Agreement **(Exhibit "H");** and
(i) Statement of Work and Biller Order form – *City of Denton, Texas* **(Exhibit "I")**.

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 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, 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 agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, 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 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.

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 agreement in the year and day first above written.

CONTRACTOR

DocuSigned by:
BY: Tom Griffin
1603C2ADED154DD...
AUTHORIZED SIGNATURE

Printed Name: Tom Griffin

Title: President

6178997213
PHONE NUMBER

tgriffin@invoicecloud.com
EMAIL ADDRESS

tgriffin@invoicecloud.com
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

DocuSigned by:
BY: Sara Hensley
5236DB296270423...
SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:

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

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

DocuSigned by:
Ryan Adams
76544D73C36F499...
SIGNATURE

Ryan Adams
PRINTED NAME

Director
TITLE

Customer Service and Public Affairs
DEPARTMENT

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed $1,500,000. City of Denton will provide notice once eighty-percent (80%) of the contract not-to-exceed amount has been encumbered. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

As set forth in the Biller Agreement attached hereto as Exhibit I, the Contract term shall commence as of the execution date of the Biller Order Form attached hereto as Exhibit H, and continue for a period of one (1) year after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive four (4) one-year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Contractor as a result of breach, the City shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Contract, the City's password and access will be disabled and the City will be obligated to pay the balance due on the City's account computed in accordance with the Charges and Payment of Fees section set forth in the Biller Agreement. The City agrees that Contractor may charge such unpaid fees to the City's Debit Account or credit card or otherwise invoice the City for such unpaid fees. Unless otherwise defined herein, capitalized terms used in this Section 3 shall have the meanings assigned to them in Exhibits H, I and J.

4. Limitations

The City is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on City property; disclaimers and limitations of warranties; disclaimers and limitation of liability for damages; waivers, disclaimers, and limitation on litigation or settlement to another

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party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on the City, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

5. 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. 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.

6. 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.

7. 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. With the exception of Customer Data that Biller reserves the right to remove and/or delete from its systems in accordance with Section 3 of the Biller Agreement attached hereto as Exhibit I, the Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

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Exhibit C

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 hereinafter referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. 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, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 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 services 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, this Contract shall be effective as of the date the Contract is signed by the City, and shall continue in effect until terminated in accordance with the terms of the Contract.

3. INTENTIONALLY DELETED

4. INTENTIONALLY DELETED

5. INTENTIONALLY DELETED

6. INTENTIONALLY DELETED

7. INTENTIONALLY DELETED

8. INTENTIONALLY DELETED

9. INTENTIONALLY DELETED

10. **WORKFORCE**

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 while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property:

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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, on the job.

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 on the job, 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.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: 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 Respondent 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. INTENTIONALLY DELETED

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

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, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

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,

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which is not covered by insurance required to be provided by the Contractor;
vi. failure of the Contractor to submit proper invoices with purchase order number, with 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 that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.
F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. Except as otherwise specified in the Contract Documents to the contrary, 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.

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 terms. 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. 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;

17. **RIGHT TO AUDIT**:
A. 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 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; *provided, however*, that Contractor shall be afforded additional time upon request supported by reasonable justification. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 5% or greater. If an overpayment of 5% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within thirty (30) business days of receipt of an invoice.
B. 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

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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. 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.
B. 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.

19. **WARRANTY-PRICE**:
The Contractor certifies that the prices in the 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.

20. **INTENTIONALLY DELETED**

21. **INTENTIONALLY DELETED**

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided 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, and any attempt to do so shall be without force or effect.
B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources.

23. **INTENTIONALLY DELETED**
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

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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**: 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 24, (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 required to be submitted by the Contractor to the City.

27. INTENTIONALLY DELETED

28. INTENTIONALLY DELETED

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report 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 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

31. **INTENTIONALLY DELETED**

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Exhibit D** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts set forth in Exhibit D.
A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within thirty (30) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the

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City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All applicable endorsements, naming the City as an additional insured as set forth in Exhibit D, waivers, and notices of cancellation as well as the Certificate of Insurance shall contain the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy as set forth in Exhibit D. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to request adjustments to the insurance coverage, limits, and exclusions required under this Contract when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor. In the event that the City requests such adjustments, the parties shall negotiate in good faith to amend this Contract to achieve the parties' intentions set forth herein.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract; *provided, however,* that nothing herein shall prohibit Contractor from replacing its carriers or coverages provided that Contractor continues to maintain limits and coverages in accordance with the requirements herein.xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiv. The insurance coverages specified in the solicitation are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **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.

34. **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.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL PUBLIC RECORDS**: Contractor shall comply with all applicable Texas public records and/or open records laws. To the extent required by Texas law, Contractor shall (a) keep and maintain public records required by the City to perform the service under the Agreement; (b) upon request from the City's custodian of public records provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under applicable Texas public records law; *provided, however*, that the City will notify Contractor in advance of the City's intention to release any Confidential Information to give Contractor a reasonable opportunity to seek protective legal treatment for such Confidential Information as needed; (c) ensure that public records that are Confidential Information are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost to the City, all public records in possession of Contractor. Upon transfer, Contractor shall destroy any duplicate public records that are Confidential Information. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. This paragraph shall survive the expiration or termination of this Contract. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of records is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. INTENTIONALLY DELETED

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37. **CONFIDENTIALITY**: In order to provide services 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 may 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 except as: (i) permitted under this Contract; (ii) required to perform the service or (iii) 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.

38. **INTENTIONALLY DELETED**

39. **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.

40. **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 required by law.

41. **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.

42. **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.

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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.

43. **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.

44. **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 his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure 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; *provided further, however*, that Contractor shall the right to assign this Contractor to any successor of substantially all of its business or assets without the previous written consent of the City, and any such successor shall be bound by all of the provisions hereof. 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.
Contractor 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.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole

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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.

47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Contractor invoice shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **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. 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.

49. **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. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **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

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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.

51. **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.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's 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 onsite work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **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.

55. **EQUAL OPPORTUNITY**
A. **Equal Employment Opportunity:** Contractor shall not engage in any discriminatory

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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 Contract.

B. **Americans with Disabilities Act (ADA) Compliance:** Contractor shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **INTENTIONALLY DELETED**

57. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to the City's RFP, whether amended or not, except as prohibited by law or as otherwise prohibited under the terms of this Contract. Selection of rejection of the submittal does not affect this right.

58. **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.

59. **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).

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor shall comply with all State, Federal, and Local laws and requirements. 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; and (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the applicable requirements of the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent 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.

62. **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

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with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent 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.

64. **FORCE MAJEURE:** The City of Denton and 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, pandemic/epidemic, or other unavoidable cause not attributable to the fault or negligence of the City of Denton or Contractor. In the event of an occurrence under this Section, the party invoking Force Majeure will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the party invoking Force Majeure continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay; *provided, however*, that under no circumstance will an event of Force Majeure excuse an obligation of the party invoking Force Majeure under this Section to make payments when due under this Contract. The party invoking Force Majeure shall promptly notify the other party, the City of Denton Procurement Manager in the case of the city, 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.

65. **INTENTIONALLY DELETED**

66. **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.

67. **RECORDS RETENTION:** 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. Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. 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. Notwithstanding the above, upon termination or expiration of this Contract, Contractor reserves the right to remove and/or delete any remaining Customer Data (as such term is defined in the Biller Agreement attached hereto as Exhibit I) no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

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Exhibit D
INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, 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.

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, 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**.

- Contractor shall maintain commercially reasonable deductibles on all policies required hereunder.
- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers. For the avoidance of doubt, nothing herein shall require Contractor to name the City of Denton or its Officials, Agents, Employees or volunteers as an Additional Insured on Contractor's Cyber coverage.

    - 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: Contractor shall endeavor to provide 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

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- 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 double the occurrence limits .

- 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 marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

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[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- all hired and non-owned autos.

[X] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease

[X] **Cyber**

Cyber coverage provided protection for business liability for a data breach, cyber extortion, business interruption due to malicious cyber attacks or malware infections. A Cyber policy will be required anytime a system interfaces with the City of Denton's servers or houses sensitive information such as customer or employee data. When Cyber coverage is required commercial crime is also required. Limits of not less than $500,000 are required unless other limits are individually approved by the City.

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Exhibit E
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 Interested Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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Exhibit 4. Estimated Annual Cost of Service

All pricing should be based on the information below. Additionally, provide an attachment which models our annual cost of service based on the annual statistics provided.

Payment Types	# of Payments	$ of Payments	Average $ per Payment
Online Portal/IVR	463,608	$93,584,604.82	$201.86
Online Credit Card	351,873		
Online E-Check	111,735		
Online Chargebacks	1103	($536,026.45)	($485.97)

Payment Channel	Total Payments
Customer Self-Service Payment	428,107
Web Portal	*387,028*
IVR	*41,079*
Agent Assisted Payment	35,501

Table 1. Customer Engagement, Electronic Bill Presentment and Payment Pricing. *Utility Billing Pricing based on 65,300 bills per month and $201.86 average credit card payment. Pricing Reference Interlocal agreement.*

Service Description	Fee	City-provided Volume (Exhibit 4)	Total Price
Integration, Deployment and Training NOTE: Includes integration with NORTHSTAR	No charge		$0.00
Account Access—monthly access to branded Customer and Biller Portals NOTE: The monthly access fee covers maintenance, support, upgrades, and full access to the Invoice Cloud service for the biller and its customers	~~$50.00~~ $0.00		$0.00
HelpDesk Support and Marketing—access to Invoice Cloud HelpDesk, client services team, and marketing support to help you achieve the industry's highest payment and paperless adoption.	No charge		$0.00

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Service Description	Fee	City-provided Volume (Exhibit 4)	Total Price
Paperless Billing — per suppressed paper bill	~~$0.20~~ $0.00		$0.00
Electronic Payment Fees -- Absorbed Price Model (Paid by Denton)			
Gateway model with the City of Denton using Wells Fargo for Processing — Per transaction cost — Paid by the City of Denton	~~$0.75~~ $0.65	351,873	$228,717.45
eCheck / ACH – One-time ACH — per transaction — Paid by City of Denton	$0.50 up to $125,000	111,735	$55,867.50
eCheck / ACH—Autopay — per transaction Paid by City of Denton	$0.50		
Miscellaneous Fees			
Credit Card Chargeback	$5.00	1,103	$5,515.00
ACH Reject	$5.00		
IVR — per transaction	~~$0.35~~ $0.00	41,709	$0.00
Point-of-Sale Card Readers (Optional)			
NorthStar Cash Receipting compatible credit card swipes	No charge		$0.00
Online Bank Direct (optional)			
Online Bank Payment Consolidation (Optional) – Per Transaction Fee for each matched check (optional)	$0.25		

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Exhibit G

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).

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.** Invoice Cloud, 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.**

_____

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

5 DocuSigned by: Tom Griffin 1603C2ADED154DD... — 9/21/2021

Signature of vendor doing business with the governmental entity — Date

Contract # 7697

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1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at http://www.invoicecloud.com/privacy.html. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards) , within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

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disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. All payment obligations are either auto debited from the Biller Bank Account or payable within 30 days of receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processers, bank card issuers, payment associations, ACH and check processers; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction $ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than 5%, provided, however, that such increase may not apply during the Initial Term and may not occur more than once per Renewal Term.

5A. Non-Appropriation of Funds. This Agreement is subject to the appropriation of funds each fiscal year. In the event that Biller does not receive sufficient funds from the applicable local source, state legislature, and/or federal sources to pay the fees set forth in the Biller Order Form, either party may terminate this Agreement with thirty (30) days' written notice to the other party. In the event that the Agreement is terminated in accordance with this Section, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of one (1) year after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive four (4) one-year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided

any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out of**:** (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data**;** or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

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14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Invoice Cloud shall provide prompt written notice of assignment to Biller.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million ($1,000,000) each occurrence and Two Million ($2,000,000) general aggregate.

b. Umbrella Liability Insurance with minimum combined single limits of Five Million ($5,000,000) each occurrence and Five Million ($5,000,000) general aggregate.

c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million ($1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.

d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars ($1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED $10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

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EXHIBIT I
Invoice Cloud
Statement of Work
City of Denton

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the ***City of Denton*** (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the ***City of Denton*** to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / ***City of Denton***
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with ***Harris Northstar.*** The integration for the ***City of Denton*** will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.

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c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).
d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
f. The system will accept partial, full, or overpayments as defined by the Biller.
g. The Payer will register with the Service using the authentication method designated by Biller.
h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
i. The Payer will receive an email confirmation of payment after any payment process.
j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
m. The Service includes shopping cart functionality.
n. The Service will allow the Payer the option to elect paperless billing.
o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. <u>Biller Portal</u>

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH).
c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
    - ACH Reject Notifications
    - Batch Close Notifications
    - Daily Management Report
    - File Processing Notifications

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- Month End Billing Invoice
- Paperless Customer Email Bounce Daily Report
- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
- Status Notifications (notifications of planned outages, new features, etc.)

e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:

- allowing Auto-Pay and scheduled payments
- allowing customers to update their phone or mailing address through the payer portal
- allowing customers to pay less than, or more than the balance due based on receivable type
- updating Refund Policy description
- updating customer service phone number

5. Biller Portal - Reporting

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

a. Reports:
b. Search Customers*
c. Search Invoices
d. Search Payment Transactions*
e. Monthly Summary
f. Registration Report*
g. Autopay Report*
h. Paperless Report*
i. Data Synchronization History
j. EFT/ACH Rejects*
k. View Scheduled Payments*
l. Invoice File History
m. Import Errors
n. Daily Payments Received*
o. Total Outstanding Invoices
p. Email Notification Summary
q. Email Statistics
r. Email Tracking
s. Bounced Email Report
    - Email Statistics
    - Email Tracking
    - Bounced Email Report

6. Payer Email Notifications

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an

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outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
   - First Invoice Email Notification
   - Second Invoice Email Notification
   - Third Invoice Email Notification
   - Payment Transaction Receipt
   - Declined Auto Pay Transaction
   - Late Fee Email Notification
   - Declined Scheduled Payment Notification
   - Registered Customer Welcome Email
   - AutoPay Registration Notification
   - Paperless Registration Notification
   - ACH Reject/Chargeback Notices (with reason codes and descriptors)
   - Credit Card Expiration Notification
   - Scheduled Payment Confirmation
   - AutoPay Reminder Notification
   - FlexPay Confirmation Notification
   - Scheduled Payment Reminder
   - Paperless Off Confirmation
   - Online Bank Direct Payment Receipt
   - Check 21 Payment Receipt
   - Linked Accounts First Notice Notification
   - Linked Accounts Second Notice Notification
   - Linked Accounts Third Notice Notification
   - AutoPay Off Confirmation
   - Conveyed Customer Notification
   - Multiple Registered Customers Welcome Email
   - Recurring Scheduled Payment Confirmation
   - Recurring Scheduled Payment Canceled

7. <u>Business Rules</u>

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

a. Ability to allow partial payments, over payments, full balance only, or late fees.
b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

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8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
b. **Project Timeline** – Details project schedule and milestones.
c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
b. **Help Desk -** The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
    i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
    ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
    - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
    - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
    - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

10. Marketing

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to

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review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

14. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices

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- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the ***City of Denton,*** as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Denton	**Invoice Cloud, Inc.**
DocuSigned by: Sara Hensley 5236DB296270423...	DocuSigned by: Tom Griffin 1603C2ADED154DD...
By:	By:
Printed Name: Sara Hensley	Printed Name: Thomas E. Griffin
Title: Interim City Manager	Title: President
Date: 9/29/2021	Date: 9/21/2021

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Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

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Appendix B: Integration Supported Features

Harris – Northstar	CIS	
PRODUCTS		
EBPP	Supported	
Invoice Types	#42 – Utilities, #1 – Water, #2 - Electric	
IVR	Supported	
Pay by Text	Supported	
Cloud POS Connect	Supported	
Cloud CSR Connect	Not Supported	
KIOSK	Supported	
DATA EXCHANGE	**Method**	**Frequency**
Invoices	Web Service	Each Billing Cycle
Payments	Data Pump	Near Time
AutoPay Flags	Data Pump	Near Time
Paperless Flags	Data Pump	Near Time
Account Balances	RTDR	Real Time
Block Payment Method (Credit/ACH)	Manual	Via Biller Portal
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Templates	Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Custom	
CUSTOM OPTIONS		
Single Sign-on	Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

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Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (.bif)
Web services installed
Firewall access granted – White listing
SSO User name & password conversion data if applicable
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

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InvoiceCloud™

Biller Order Form

SALES INFORMATION			
IC Sales Rep	Rich Dickerson	Vertical	Utility
Order Date	8/19/2021	Billing Software	Harris - Northstar

BILLER INFORMATION					
Ownership Type	Government	Phone	(940) 349-8200	Fax	
Legal Name	City of Denton	Website URL	cityofdenton.com		
Address 1	215 E McKinney St	Bus. Open Date	1866		
Address 2		Federal Tax ID			
City	Denton	*Federal Tax ID and Legal Name must match on all documents			
State	TX ZIP 76201				

BILLER CONTACT	
Primary Contact Name	Christa Foster
Phone	(940) 349-7412
Email Address	christa.foster@cityofdenton.com

SIGNING AUTHORITY					
Name	Sara Hensley			Title	Deputy City Manager
Phone		Fax		Email Address	sara.hensley@cityofdenton.com

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)			
Note: Must include voided business check or bank letter for each unique account			
Billing Method	Direct Debit		
Routing #	121000248	Last 4 Acct #	1529

PAYMENT METHODS ACCEPTED	
Payment Methods	[VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*

Description	Interval	Cost Type	Cost
Biller Portal Access Fee	Monthly	Fixed ($)	$0.00
Invoice Presentment For Paperless Customers	Monthly	Fixed ($)	$0.00
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed ($)	$5.00
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed ($)	$5.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed ($)	$5.00

HARDWARE						
Card Reader Type		Quantity		Cost per Reader		
Card Reader				Billing Interval		

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Shipping Address (if different than location address)	

DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES			
Description	**Interval**	**Cost**	
Implementation (per SOW)	One-Time	$0.00 *(WAIVED)*	

NOTES/SPECIAL HANDLING
Gateway model with City of Denton using Wells Fargo for processing through BridgePay. Northstar cash receipting compatible credit card readers.

[signature page follows]

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CERTIFICATION AND AGREEMENT

A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.

B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.

C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.

D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day 9/29/21

Accepted by Biller:

X DocuSigned by: Sara Hensley 5236DB296270423...

Corporate Officer/Authorized Official

Sara Hensley

Printed Name

Deputy City Manager

Title

Accepted by Invoice Cloud, Inc.:

X Thomas E. Griffin

Corporate Officer

Thomas E. Griffin

Printed Name

President

Title

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InvoiceCloud™

Biller Order Form

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility Billing	Pricing Model	Non-Submitter	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
65300	65300	65300	65300	65300	65300	65300	65300	65300	65300	65300	65300

Avg CC Transaction $	70.00	Max Invoice $	5000.00	Bill Frequency	Monthly	Avg. Bills Per Month	65300

PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [OBD]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal		$0.65		Yes
All Payment Sources	ACH/EFT		$0.50		Yes
Auto Pay	ACH/EFT		$0.50		Yes
Online Bank Direct	All Payment Methods		$0.25		Yes

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal			$125000.00	
All Payment Sources	ACH/EFT			$125000.00	
IVR Surcharge	All Payment Methods				

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	121000248	Last 4 Acct #	1529	

NOTES / SPECIAL HANDLING

Online Bill Pay & Customer Portal

Award of Contract 8922

Christa Foster,
Customer Service Manager
October 21, 2025

File ID 25-1917

Background

City of Denton introduced a new bill payment and account management portal. Due to the popularity of the platform, increased credit card use, and annual growth of the customer base, the authorized spend for the contract has been reached. During a review by Tech Services, it is recommended that the service be contracted for 10 years.

Services Provided:

- ✓ Payment by Credit/Debit Card, Text, E-check, PayPal, Venmo
- ✓ IVR Payment System
- ✓ Recurring & One-Time Payment Options
- ✓ Bill Notices & Reminders
- ✓ Powerful Connections Application & Payment Portal

Financial Information

Cost projections were calculated at current engagement rates and allow for both annual 5% increase to customer base in addition to applying the 8% annual pricing increases allowed by the City's standard contract. **Denton is billed on actual use.**

Project Description	Estimated 6-Year Expenditure
FY 25-26	$608,290
FY 26-27	$689,736
FY 27-28	$782,090
FY 28-29	$886,815
FY 29-30	$1,005,566
FY 30-31	$1,140,224
Contingency	$409,017
Total	**$5,521,738**

Action Requested

Award a contract with Invoice Cloud, Inc., for web-based utility payments and professional services for the Customer Service Department, in the term of six (6) year not-to-exceed amount of $5,521,738.

Questions



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH INVOICE CLOUD, INC., FOR THE INTEGRATED ONLINE PAYMENT SOLUTION FOR THE CUSTOMER SERVICE DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8922 – AWARDED TO INVOICE CLOUD, INC., FOR TWO (2) YEARS, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL SIX (6) YEAR NOT-TO-EXCEED AMOUNT OF $5,521,738.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the Integrated Online Payment Solution for the Customer Service Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposal is 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	CONTRACTOR	AMOUNT
8922	Invoice Cloud, Inc.	$5,521,738.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

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Docusign City Council Transmittal Coversheet

RFP	8922
File Name	Integrated Utility Payment Solutions
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

DS
LH

Docusign Envelope ID: 1E6F1914-C692-4D57-9DC7-6D778758D22D

RENEWAL AMENDMENT TO CONTRACT BETWEEN CITY OF DENTON, TEXAS AND INVOICE CLOUD, INC. (Contract #8922)

This Renewal Amendment to the Contract By and Between City of Denton, Texas and Invoice Cloud, Inc. (Contract 7697) (This Renewal Amendment shall be Contract 8922) (this "**Amendment**") is entered into between the City of Denton, Texas (**City**) and Invoice Cloud, Inc. ("**Supplier**") as of the last date signed by the parties below (the "Amendment Effective Date").

Background

The City and Supplier entered into that certain Contract By and Between City of Denton, Texas and Invoice Cloud, Inc. (Contract 7697) on September 28, 2021 (the "**Agreement**"). Capitalized terms used but not otherwise defined in this Amendment will have the meanings set forth in the Agreement. The parties hereby amend the Agreement as follows:

1 Contract Term

The first sentence of Section 3 of Exhibit A of the Agreement is hereby deleted and replaced with the following provision:

The Contract term shall commence as of the execution date of the Biller Order Form and continue for a period of two (2) years after the Amendment Effective Date ("Instant Term") and will automatically renew for each of additional successive four (4) one-year terms ("Renewal Term") unless terminated as set forth herein. Any reference herein to the Initial Term shall be read to mean the Instant Term.

2 Total Contract Amount

The first sentence of Section 1 of Exhibit A of the Agreement is hereby deleted and replaced with the following provision:

The contract total for the services provided after the Amendment Effective Date shall not exceed $5,521,738.00.

3 Updated contract number

This Amendment, beginning on the Amendment Effective Date, incorporates, except as amended herein, all the terms and conditions in the Agreement and shall have contract number 8922.

Confirmation of Agreement

This Amendment (together with all exhibits attached hereto) constitutes the entire agreement between the parties regarding the matters of this Amendment and supersedes all prior and contemporaneous agreements and understandings regarding the matters of this Amendment. In the event of a conflict between this Amendment and the Agreement as it relates to the matters of this Amendment, the terms of this Amendment will control. Otherwise, all terms and conditions of the Agreement will remain in full force and effect and likewise apply to this Amendment.

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Authorized Signatures:

"CITY"

CITY OF DENTON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

"SUPPLIER"

INVOICE CLOUD, INC.

Signed by:
By: Mark Daoust
5AB95823B056437...

Name: Mark Daoust

Title: Chief Customer Officer

Date: 10/8/2025

ATTEST:

CITY SECRETARY

BY: _____

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

_____

SIGNATURE PRINTED NAME

_____

TITLE

_____

DEPARTMENT

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

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

Docusign Envelope ID: 1E6F1914-C692-4D57-9DC7-6D778758D22D

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.**

INVOICE CLOUD, 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.**

_____
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: Mark Daoust 5AB95823B056437

Signature of vendor doing business with the governmental entity

10/8/2025
Date

Docusign Envelope ID: 1E6F1914-C692-4D57-9DC7-6D778758D22D

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: 1E6F1914-C692-4D57-9DC7-6D778758D22D
Status: Sent
Subject: Please DocuSign: City Council Contract 8922 Integrated Utility Payment Solutions
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:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
10/7/2025 8:53:31 AM
Holder: Christina Dormady
christina.dormady@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com 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: 10/7/2025 8:59:23 AM Viewed: 10/7/2025 8:59:37 AM Signed: 10/7/2025 9:00:22 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	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/7/2025 9:00:25 AM Viewed: 10/7/2025 9:14:15 AM Signed: 10/7/2025 9:14:37 AM
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: 2600:6c56:7f00:dc2:fc1f:7a61:eba2:c6f5	Sent: 10/7/2025 9:14:39 AM Viewed: 10/7/2025 11:35:41 AM Signed: 10/7/2025 11:36:02 AM
Mark Daoust MDaoust@invoicecloud.com Chief Customer Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/8/2025 11:23:40 AM ID: d7c70718-2bba-4bce-a40a-1a4ef71bb4e6	Signed by:  5AB95823B056437... Signature Adoption: Pre-selected Style Using IP Address: 2a09:bac0:1000:16c::6a:127	Sent: 10/7/2025 11:36:04 AM Resent: 10/7/2025 2:53:59 PM Resent: 10/7/2025 3:03:56 PM Resent: 10/8/2025 10:11:00 AM Resent: 10/8/2025 10:29:03 AM Viewed: 10/8/2025 11:23:40 AM Signed: 10/8/2025 11:25:02 AM

Signer Events	Signature	Timestamp
Antonio Puente antonio.puente@cityofdenton.com Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/7/2025 9:48:29 AM ID: 6a0e670e-fe4b-4a68-a510-40d88a279d3c		Sent: 10/8/2025 11:25:05 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Ingrid Rex ingrid.rex@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/7/2025 9:00:25 AM
Thomas Gunnerson Tgunnerson@invoicecloud.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/7/2025 10:00:17 AM Viewed: 10/7/2025 10:33:50 AM

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: 10/8/2025 11:25:05 AM Viewed: 10/8/2025 11:26:44 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Autumn Perkins Autumn.perkins@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2025 8:59:23 AM
Envelope Updated	Security Checked	10/7/2025 10:00:17 AM
Envelope Updated	Security Checked	10/7/2025 10:00:17 AM
Envelope Updated	Security Checked	10/7/2025 2:53:58 PM
Envelope Updated	Security Checked	10/7/2025 2:53:58 PM
Envelope Updated	Security Checked	10/7/2025 2:53:59 PM
Envelope Updated	Security Checked	10/7/2025 3:03:55 PM
Envelope Updated	Security Checked	10/7/2025 3:03:55 PM
Envelope Updated	Security Checked	10/8/2025 10:29:02 AM
Envelope Updated	Security Checked	10/8/2025 10:29:02 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 St.
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton granting Angela Ragas a noise exception for the 25th Wedding Celebration Event, which will be held on Saturday, November 29, 2025, from 12:00 p.m. to 6:00 p.m. at Fred Moore Park located at 501 S. Bradshaw Street; and providing an effective date. The Parks, Recreation and Beautification Board voted to recommend adoption (5-0).

BACKGROUND

Angela and Duane Ragas will be hosting a vow renewal and 25th wedding anniversary celebration at Fred Moore Park. They anticipate 150 people to be in attendance.

Angela Ragas requests an exception to the noise ordinance with respect to sound levels from 70 dba to 75 dba on Saturday, November 29, 2025, from 12:00 p.m. to 6:00 p.m. at Fred Moore Park, 501 S. Bradshaw.

OPTIONS

Approve or deny.

RECOMMENDATION

Staff recommends approval.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On October 6, 2025, the Parks, Recreation, and Beautification Board voted to recommend adoption. (5-0).

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Gary Packan, Parks and Recreation Director

Prepared by:
Autumn Natalie, Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING ANGELA RAGAS A NOISE EXCEPTION FOR THE 25TH WEDDING CELEBRATION EVENT, WHICH WILL BE HELD ON SATURDAY, NOVEMBER 29, 2025, FROM 12:00 P.M. TO 6:00 P.M. AT FRED MOORE PARK LOCATED AT 501 S. BRADSHAW STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20 of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels or hours of operation when the public interest will be served thereby; and

WHEREAS, Angela Ragas has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the 25th Wedding Celebration to be held at Fred Moore Park in Denton, Texas, on Saturday, November 29, 2025, from 12:00 p.m. to 6:00 p.m.; and

WHEREAS, the City Council of the City of Denton, finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, Angeal Ragas is hereby granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of the 25th Wedding Celebration at Fred Moore Park in Denton, Texas, on Saturday, November 29, 2025, from 12:00 p.m. to 6:00 p.m.

2. Angela Ragas agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3 Angela Ragas agrees to cease using amplified loudspeakers on Saturday, November 29, 2025, at 6:00 p.m.

4. Under no circumstances shall Angela Ragas employ the use of amplified loudspeakers past 6:00 p.m. on Saturday, November 29, 2025.

5. Under no circumstances shall Angela Ragas employ the use of amplified loudspeakers that exceed 75 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

6. This Ordinance confers no personal or property rights, and may be amended, modified,

suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.

7. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17-20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in connection with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the 25th Wedding Anniversary on Saturday, November 29, 2025. unless sooner repealed, modified, or rescinded.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton granting Kevin Blair a noise exception for the Marietta Street Block Party, which will be held on Saturday, November 1, 2025, from 3:00 p.m. to 8:00 p.m. at Marietta Street; and providing an effective date. The Denton Parks, Recreation, and Beautification Board voted to recommend adoption (5-0).

BACKGROUND

Kevin Blair will be hosting a block party for the residents of Marietta Street. They anticipate 50 people to be in attendance.

Kevin Blair requests an exception to the noise ordinance with respect to sound levels from 70 dba to 75 dba on Saturday, November 1, 2025, from 3:00 p.m. to 8:00 p.m. at Marietta Street.

OPTIONS

Approve or deny.

RECOMMENDATION

Staff recommends approval.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

None.

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Gary Packan, Parks and Recreation Director

Prepared by:
Autumn Natalie, Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING KEVIN BLAIR A NOISE EXCEPTION FOR THE 2025 MARIETTA STREET BLOCK PARTY WHICH WILL BE HELD ON SATURDAY, NOVEMBER 1, 2025, FROM 3:00 P.M. TO 8:00 P.M. AT MARIETTA STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20 of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels or hours of operation when the public interest will be served thereby; and

WHEREAS, Kevin Blair has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the 2025 Marietta Street Block Party to be held at Marietta Street in Denton, Texas, on Saturday, November 1, 2025, from 3:00 p.m. to 8:00 p.m.; and

WHEREAS, the City Council of the City of Denton finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, Kevin Blair is hereby granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of the 2025 Marietta Street Block Party at Marietta Street in Denton, Texas, on Saturday, November 1, 2025, from 3:00 p.m. to 8:00 p.m.

2. Kevin Blair agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3 Kevin Blair agrees to cease using amplified loudspeakers on Saturday, November 1, 2025, at 8:00 p.m.

4. Under no circumstances shall Kevin Blair employ the use of amplified loudspeakers past 8:00 p.m. on Saturday, November 1, 2025.

5. Under no circumstances shall Kevin Blair employ the use of amplified loudspeakers that exceed 75 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

6. This Ordinance confers no personal or property rights, and may be amended, modified,

suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.

7. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17-20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in connection with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the 2025 Marietta Street Block Party on Saturday, November 1, 2025. unless sooner repealed, modified, or rescinded.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Technology Services

ACM: Christine Taylor

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute an Interlocal Cooperation Agreement with Denton County, under Texas Government Code, Chapter 791, for the exchange of Dark Fiber Services for the Technology Services Department; providing for a repealer; and declaring an effective date.

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The City of Denton and Denton County have partnered together utilizing fiber optic communications between various City and County buildings and structures since 2005. The City and County support hundreds of miles of fiber that span the City and the County. The proposed agreement allows the City and County to pool their respective resources resulting in a cost savings to both organizations.

Below are the existing fiber sources and planned fiber services and projects:

Existing Fiber Sources	Total Mileage
Denton County Courts to Denton County Technology	10.8
Historical Park Selby House to Denton County Technology	6.1
Denton County Courthouse-On-The-Square to Denton County Technology	6.2
Denton County Civil Courthouse to Denton County Technology	19.35
Total Existing Fiber Miles	**42.45**

Planned Fiber Projects	Total Mileage
Denton County Courts to Lewisville Denco911	16.5
Precinct #3 Government Center to Lewisville Denco911	0*
Denton County Courts to Sheriff's Office Tower	0.25

Denton County Courts to East of S Lake Dallas Dr/Along DCTA Rail Line	31.5
Total Planned Fiber Miles	**48.25**

**The total mileage is zeroed out since the City of Denton provided the fiber and turned it over to Denton County.*

Chapter 791 of the Texas Government Code requires that Interlocal Cooperation Agreements be authorized by the governing body, regardless of amount.

RECOMMENDATION

Award an Interlocal Cooperation Agreement with Denton County the exchange of Dark Fiber Services for the Technology Services Department.

PRINCIPAL PLACE OF BUSINESS

Denton County, Texas
Denton, TX

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval.

FISCAL INFORMATION

This agreement does not have any fiscal or budgetary costs to the City of Denton.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Interlocal Agreement
Exhibit 3: Ordinance

Respectfully submitted:
Leisha Meine, 940-349-7823
Chief Technology Officer

For information concerning this acquisition, contact: Stephanie Padgett, 940-349-8199.

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

STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into on the _____ day of _____, 2025, by and between the CITY OF DENTON, TEXAS, a Texas Municipal Corporation (hereinafter the "CITY") and DENTON COUNTY, TEXAS (hereinafter the "COUNTY"), each organized and existing under the laws of the State of Texas, acting by and through and under the authority of their respective governing bodies and officials; and

WHEREAS, both parties are local governmental entities organized under the laws of the State of Texas, and both of whom have the authority to perform the services set forth in this Agreement individually, and who mutually desire to enter into an interlocal cooperation agreement for the purposes herein stated, as provided for in Chapter 791 of the Texas Government Code, in order to maximize the benefits to the citizens of the CITY and of the COUNTY to be derived from each taxpayer dollar expended; and

WHEREAS, both parties have heretofore constructed a fiber optic system that is operated by each in order to provide a dependable, secure, and cost-effective communications path for the Departments of both the City and the County; and

WHEREAS, both parties desire to pool their respective resources, resulting in cost savings, and to avoid unnecessary expenses; and

WHEREAS, both parties are willing to exchange excess dark fiber optic system capacity, utilizing that fiber optic cable provided by and installed by both parties as provided in this Agreement; and

WHEREAS, both parties agree that they exchange similar amounts of dark fiber and will not charge the other party the fees and rates for use of the dark fiber, subject to the terms of this Agreement; and

WHEREAS, both parties heretofore entered into Interlocal Cooperation Agreements, approved by Denton City Ordinance No. 2005-0220, 2007-0195, 2016-036, and 20-2129 and which was approved by the County; and which the most recent agreement became effective as of October 21, 2025; wherein the City and County shared dark fiber excess capacity with each other for a defined term of years; and such earlier agreements have either expired or been mutually terminated; and

WHEREAS both parties desire to mutually terminate the prior agreement and to replace the same in its entirety with this Agreement; and

WHEREAS, the Interlocal Cooperation Act, in Chapter 791 of the Texas Government Code, authorizes the City and County to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented by this collective, cooperative undertaking; and

NOW THEREFORE, both parties, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, in accordance with §791.011(d)(1) of the Texas Government Code, do hereby AGREE as follows:

ARTICLE I
INCORPORATION OF PREAMBLES

The preamble to this Agreement is wholly incorporated into this Agreement, and the recitations contained therein are found and determined to be true and correct.

ARTICLE II
SCOPE OF AGREEMENT

A. Both parties intend to provide access to the dark fiber optic cable owned by each party to the other party in accordance with the terms of this Agreement and as provided in Exhibit A attached hereto and incorporated herein for all purposes. Both entities will be able to exchange as much fiber as they feel appropriate.

B. Any construction costs above and beyond what currently exists today will be provided by the requestor. If one party requests an additional dark fiber run to access a new facility and there are construction or construction-related costs to doing such then the requestor will be responsible for said costs The construction costs owed to the City from the County under this agreement, in the amount of $60,000, are for the City to provide the County with fiber connectivity to Denton County Civil Courthouse located at 3001 Colorado Blvd, Denton, TX 76210. Any unused funds will be refunded to the county. Both parties agree that any payment required or allowed hereunder will be paid with funds available from current revenues.

C. The exact point of demarcation or placement of the patch panel at each of the location sites shall be mutually determined by both parties.

D. Both parties shall furnish, at their own cost and expense, unless otherwise provided herein, all labor, services, and materials necessary for the installation and connection of their electronics equipment to the patch panel at the point of demarcation at each of the sites.

ARTICLE III
TERM OF AGREEMENT

This Agreement shall be effective as of October 1, 2025 ("Effective Date") and shall continue in force and effect for a term of five (5) years from the Effective Date. If any facility not listed in Article II is added during the term of this Agreement, it is expressly understood that the term of this Agreement shall apply.

ARTICLE IV
TERMINATION OF AGREEMENT

A. Unless otherwise provided in this Agreement, both parties agree that neither may terminate this Agreement during the term thereof unless it is determined by either that the exchange of dark fiber by either is prohibited by law. Both parties mutually understand that if any change of law provides that the exchange of excess dark fiber optic facilities to each other becomes illegal or unlawful, that either party has the right to immediately cancel the remaining term of this Agreement and disconnect its fiber pair facilities from the other's equipment.

B. Either party hereto may terminate this Agreement for cause by reason of the other party's material breach or default in the performance of this Agreement. The party seeking to terminate this Agreement under this provision shall provide the defaulting party written notice, specifically identifying the breach or default complained of, which notice shall provide the defaulting party a period of not less than thirty (30) days from the date of receipt of such notice in which to cure such breach or default. In the event such breach or default is not fully cured within the time period specified, then the party seeking to terminate this Agreement shall provide the defaulting party with further written notice expressly specifying that this Agreement will be terminated if the breach or default is not wholly cured within not less than ten (10) days after the receipt of the further written notice by the alleged defaulting party. In the event that the defaulting party fails to cure the breach or default complained of, within the time specified, then this Agreement shall be terminated, and the party terminating this Agreement may seek appropriate legal relief.

C. At the time of expiration or termination of this Agreement, both parties may choose to extend or modify the relationship between both parties regarding the fiber pair.

ARTICLE V
CONSIDERATION TO BE PAID

A. Both parties, beginning on the Effective Date of this Agreement, as identified in this Agreement**,** will exchange similar amounts of dark fiber for the term of this Agreement, so long as this Agreement is in force and effect. If additional facilities are added to this

Agreement, the additional monthly payment shall be agreed to at that time and approved by both parties by amending this Agreement.

B. Additional dark fiber requests will be considered on a case-by-case basis. Extending dark fiber outside the City or County may not be in either's best interest. Both parties stipulate and understand that they have the right to deny adding additional dark fiber paths for the other.

C. Both parties may, after the expiration of the first year of the term of this Agreement, and upon thirty days further advance written notice, elect to disconnect a facility's dark fiber connection. The non-disconnecting party will allow connections of new facilities or adding additional pairs to a facility in place of the disconnected facility. Any construction costs for the new facility (location) will be paid for by the requester of said fiber connection. It is understood that there will be no fee for disconnecting a facility. The facility removed shall count against the fiber being exchanged until such time as the new replacement facility has been added under this Agreement. If the disconnecting party elects not to establish a fiber pair connection to a new facility, then the amount of dark fiber allowed to be used by both parties will not be reduced, and the non-disconnecting party will not incur costs because of the unequal share of dark fiber being used until the term of the Agreement has expired.

D. It is agreed and understood that the option of one party regarding the termination of its facility, and its replacement by a new facility, contained in Section V.C hereinabove, may only be exercised five (5) times during the term of this Agreement.

E. Neither party requires the other party to pay any security deposit with respect to this Agreement.

ARTICLE VI
COMPLETION OF CONNECTION/FIBER PAIR

Both parties may inspect the workmanship of any installation during the course of this Agreement. Initial inspection of new facilities is needed to ensure compliance with levels that are acceptable to both parties.

ARTICLE VII
ACCEPTANCE OF THE CONNECTIONS

Testing and test data will be done to provide satisfactory performance prior to the utilization of said fiber connections. Satisfactory performance will be agreed to and accepted by both parties. Test results will be made available if requested. Fiber will be single-mode fiber and should support both wavelengths at 1310 and 1550 nanometers. Both parties reserve the right to test the fiber to ensure that it conforms to their standards. A hard copy of the final document, consisting of a complete set of end-to-end power attenuation and Optical Time

Domain Reflector ("OTDR") readings for each single-mode fiber end at 1310 and 1550 nanometers, will be provided with the actual cable route and total footage for each fiber segment if requested.

ARTICLE VIII
USE OF PROPRIETARY INFORMATION

All data exchanged between both parties in connection with this Agreement or in utilization of the fiber pair, which is identified as proprietary information, shall be safeguarded. If, however, such data is publicly made available under the Public Information Act (Chapter 552 of the Texas Government Code) or other applicable laws, is already in either party's possession or known to either party or was rightfully obtained by either party from third parties, neither party shall bear any responsibility for its disclosure of such information, inadvertent or otherwise.

Both parties acknowledge that certain data is peculiar to them and which contains personally identifiable information. Both parties agree that in the event that such data comes into eithers possession that both shall not disclose to any individual or entity any personally identifiable information of both parties, unless they are required to disclose this information as a result of an order issued by a Court of competent jurisdiction.

ARTICLE IX
OWNERSHIP AND CONTROL OF PROPERTY

A. Each party shall own and maintain all fiber optic cables that terminate at the points of demarcation at each site.

B. Each party shall own and maintain all electronic equipment located at their respective sites.

C. Both parties shall have the right to utilize the dark fiber optic cables comprising the fiber pair, so long as this Agreement is in force and effect. Both parties agree that they will not sell, lease, alienate, or otherwise assign bandwidth to any other party. The parties further agree that its use of the fiber pair will be consistent with that of a private-line service user, and that both parties shall not offer access to the fiber pair to the public, and they shall take reasonable actions to establish procedures and protocols to assure that only authorized personnel access the fiber pair.

ARTICLE X
RESPONSIBILITY FOR MAINTENANCE

Both parties shall be solely responsible to determine the location of any problem within the electronics network and to remedy such problem at their cost and expense. In the event that a problem arises solely within the fiber optic cable or connections at any patch

panels, one party shall promptly notify the other and it shall be resolved in a timely and cost-efficient manner. Each party is responsible at its own expense for maintenance, repairs, and locates for fiber optic cables and connections that the party owns.

ARTICLE XI
MAINTENANCE OF FIBER OPTIC CABLE

In the event either party determines that it is necessary to perform maintenance on the fiber optic cable or connection, then the other party should be notified in advance. Every effort to minimize said outage should be exercised.

ARTICLE XII
DISASTER RECOVERY

In the event of a disconnection of the fiber pair due to a natural disaster, such as a tornado, flood, or other catastrophic event, both parties will work to re-establish connections to the other at the earliest reasonable opportunity, considering, that the safety and welfare of the citizens of the City and County shall be an utmost priority in determination of restoration of service.

ARTICLE XIII
HOLD HARMLESS

To the extent allowed by the Constitution and statutes of the State of Texas, and without waiving any immunity or limitation as to liability, both parties agree to and shall hold harmless each other, its officials, officers, agents, employees, or attorneys from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, or for damages to any property; real, personal, or intellectual, arising out of or in connection with the use, but not the installation or maintenance, of the fiber pair, the subject of this Agreement, where the injury or death or damage is caused by the negligence of either party, its officials, officers, agents, employees, or attorneys.

ARTICLE XIV
MEDIATION AND ALTERNATE DISPUTE RESOLUTION

The parties hereto may agree to settle any disputes under this Agreement by submitting their dispute to mediation or other means of alternate dispute resolution. No mediation or other alternate dispute resolution arising out of or relating to this Agreement involving one party's disagreement may include the other party to the disagreement without the other's written approval.

ARTICLE XV
ASSIGNABILITY

Neither party may assign this Agreement except to another Texas governmental entity, and only with prior written consent of the other party, which consent shall not be unreasonably withheld.

ARTICLE XVI
NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by U.S. Mail, return receipt requested, postage prepaid; or by facsimile transmission actually received, to:

CITY: Chief of Staff
City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201
Fax: (940) 349-8596
Kristi.Fogle@cityofdenton.com

and

Tech Services
IT Communications Manager
901-C Texas Street
Denton, Texas 76209
tsfiber@cityofdenton.com

COUNTY: County Judge
Denton County, Texas
1 Courthouse Dr
Denton, Texas 76208
Email: countyjudge@dentoncounty.gov

Chief Information Officer
Denton County Technology Services
701 Kimberly Drive, Suite 285
Denton, Texas 76208
Email: cio@dentoncounty.gov

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE XVII
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE XVIII
SAVINGS

If any one or more of the provisions hereof concerning the subject matter of this Agreement should be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable in any respect, the parties agree to make a good faith effort to renegotiate another agreed provision to fulfill the purpose and intent of the present Agreement.

ARTICLE XIX
GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Denton County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas.

ARTICLE XX
MUTUAL TERMINATION OF PRIOR INTERLOCAL COOPERATION AGREEMENT

The Interlocal Cooperation Agreement referenced in Denton City Ordinance No. 20-2129 is hereby mutually terminated, is of no further force or effect, and all obligations of the parties under this Agreement, including payment of the monies, have been either satisfied or performed.

ARTICLE XXI
ENTIRE AGREEMENT

This Agreement, including all exhibits attached thereto, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated after the date hereof, and is duly authorized and executed by the parties hereto.

ARTICLE XXII
WAIVER OF TERMS AND CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain always in full force and effect.

ARTICLE XXIII
CAPTIONS

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS WHEREOF, the City of Denton, Texas has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered City Manager; and Denton County, Texas has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered County Judge.

"CITY"
CITY OF DENTON, TEXAS

By: _____
SARA HENSLEY, CITY MANAGER

ATTEST:
CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
CITY ATTORNEY

By: _____

"COUNTY"
DENTON COUNTY, TEXAS

By: _____
ANDY EADS, COUNTY JUDGE

ATTEST:
COUNTY CLERK

By: _____

APPROVED AS TO LEGAL FORM:
DISTRICT ATTORNEY

By: _____
Assistant District Attorney

Exhibit A
Technology Services City of Denton Dark Fiber Optic Communications
Denton County
Per Facility Monthly Charges
Denton County Agreement 2025-2030

Table 1 provides Denton County planned or existing locations

Source	Destination	Distance (Miles)	Pairs	Total Mileage (Miles x Pairs)
Denton County Courts Building 1450 E McKinney St	Denton County Technology 701 Kimberly Dr	3.6	3	10.8
Historical Park Selby House 317 W Mulberry St	Denton County Technology 701 Kimberly Dr	6.1	1	6.1
Denton County Courthouse-On-The-Square 110 W Hickory St	Denton County Technology 701 Kimberly Dr	6.2	1	6.2
Denton County Civil Courthouse 3001 Colorado Blvd	Denton County Technology 701 Kimberly Dr	6.45	3	19.35

Total dark fiber distance 42.45

Table 2 provides City locations planned or existing locations

Source	Destination	Distance (Miles)	Pairs	Total Mileage (Miles x Pairs)
Denton County Courts Building 1450 E McKinney St	Lewisville Denco 9-1-1	16.5	1	16.5
Precinct #3 Government Center	Lewisville Denco 9-1-1	.15	24	0*
Denton County Courts Building 1450 E McKinney St	Sheriff's Office Tower 127 N Woodrow Ln	.25	1	0.25
Denton County Courts Building 1450 E McKinney St	East of S Lake Dallas Dr. in Lake Dallas, Along DCTA Rail Line Handhole 33.116027, -97.026969	10.5	3	31.5

Total dark fiber distance 48.25 miles

***The total mileage is zeroed out since the City of Denton provided the fiber and turned it over to Denton County.**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH DENTON COUNTY, UNDER TEXAS GOVERNMENT CODE, CHAPTER 791, FOR THE EXCHANGE OF DARK FIBER SERVICES FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR A REPEALER; AND DECLARING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to execute the Interlocal Cooperative Purchasing Agreement with the Denton County under Section 791.001 of the Texas Government Code, a copy of which is attached hereto and incorporated by reference herein (the "Agreement").

SECTION 2. The City Manager, or their designee, is authorized to expend funds pursuant to the Agreement for the purchase of various goods and services.

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.

SECTION 5. All other prior conflicting ordinances are hereby superseded and repealed, but only insofar as the portion of such prior ordinance shall be in conflict; and as to all other sections of the ordinance not in direct conflict herewith, this ordinance shall be and is hereby made cumulative except as to such prior ordinances or portions thereof as are expressly repealed hereby.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, authorizing the City Manager or designee to execute and deliver an agreement for the furnishing of and reimbursement for traffic signal equipment, between the City of Denton and the Texas Department of Transportation (TxDOT), at the intersections of US 380 at Thomas J. Egan Road, US 77 at South Loop 288, South Loop 288 at FM 2164 (North Locust Street), and North Western Boulevard at Jim Christal Road; confirming reimbursement by TxDOT; and providing an effective date.

BACKGROUND

This item is for an agreement between the City and the Texas Department of Transportation regarding reimbursement by TxDOT for the City to furnish of traffic signal equipment. TxDOT provides this option for reimbursement to allow cities to furnish the standard equipment used by municipalities to more efficiently maintain the traffic signals.

The City has requested TxDOT to reimburse the cost of furnishing traffic signal equipment at the intersections of US 380 At Thomas J. Egan Road, US 77 at South Loop 288, South Loop 288 at FM 2164 (North Locust Street), and North Western Boulevard at Jim Christal Road; and this has been designated as a federal-aid project.

The scope of work for the Project consists of the following:

- For all items of construction other than furnishing the traffic signal equipment, the State will prepare the construction plans and specifications, advertise for bids, let the construction contract or otherwise provide for the construction, and supervise the construction. The State will secure the City's approval of construction plans and specifications prior to award of contract.
- The City shall furnish of the traffic signal equipment as shown in the construction plans and specifications.

The maximum amount reimbursable by the State to the City under this agreement without modification is $171,928.00 based on a cost estimate of the traffic signal equipment. The State will reimburse the City for costs incurred under this agreement, provided the City has paid from City funds those obligations previously billed.

OPTIONS

1. Approval
2. Approval Subject to Conditions
3. Denial
4. Postpone Item

RECOMMENDATION:

Staff recommends approval of this request.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

None

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Agreement
Exhibit 3 - Ordinance

Respectfully submitted:
Farhan Butt
Deputy Director of Transportation Services

Prepared by:
Sahar Esfandyari
Senior Transportation Planner

CSJ # 0134-09-068, etc.
District # 18/DAL
Code Chart 64 # 11400
Project: Signal Reimbursement
Federal Highway Administration
CFDA Title: Highway Planning and Construction (Federal-Aid Highway Program)
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE FURNISHING AND INSTALLING OF TRAFFIC SIGNAL EQUIPMENT BY A MUNICIPALITY

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and Denton, called the "City," acting through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways, including US 380 located within the boundaries of the City; and

WHEREAS, the City has requested the State to reimburse the cost of furnishing and installing traffic signal equipment at the intersection of US 380 at Thomas J. Egan Rd. (CSJ: 0134-09-068), US 77 at SL 288 (CSJ: 0195-02-086), SL 288 at FM 2164 (N. Locust St.) (CSJ: 2250-02-026), and N. Western Blvd. at Jim Christal Rd. (CSJ: 0918-46-342), called the "Project"; and

WHEREAS, the State and City wish to cooperate in the construction of this Project; and

WHEREAS, the City desires that equipment be provided that is compatible with standard signal operation or existing City equipment; and

WHEREAS, it is in the best interest of the City and the State for the City to assist the State by furnishing traffic signal equipment on the Project; and

WHEREAS, on August 30, 2018, the Texas Transportation Commission passed Minute Order No. 115291, approving the Project; and

WHEREAS, the Governing Body of the City has approved entering into this agreement by resolution or ordinance dated _____, 2025, labeled Attachment A, which is attached to and made a part of this agreement; and

WHEREAS, the Project has been designated as a federal-aid project and; therefore, this agreement shall be made in accordance with Federal Highway Administration (FHWA) procedures and regulations; and

WHEREAS, the State is authorized to enter into an agreement with the City for the Project pursuant to Texas Transportation Code §221.002;

NOW THEREFORE, the State and the City agree as follows:

A G R E E M E N T

Article 1. Period of this Agreement

This agreement becomes effective on final execution by both parties and shall remain in effect as long as the traffic signal equipment furnished by the City is in operation at the described location and the signal project is incomplete, or unless otherwise terminated or modified as provided below.

Article 2. Scope of Work

A. For all items of construction other than furnishing and installing the traffic signal equipment, the State will prepare the construction plans and specifications, advertise for bids, let the construction contract or otherwise provide for the construction, and supervise the construction. The State will secure the City's approval of construction plans and specifications prior to award of contract.

B. The City shall furnish and install the traffic signal equipment as shown in the construction plans and specifications.

Article 3. Personnel, Equipment, and Material

A. The City shall use labor and supervisory personnel employed directly by the City.

B. All employees of the City assigned to this agreement shall have sufficient knowledge and experience to enable them to perform the duties assigned to them.

C. The State may require the City to remove any employee from the work authorized in this agreement if, in the sole opinion of the State, the work of that employee does not comply with this agreement or the conduct of that employee is detrimental to the Project.

D. All materials used for the work shall be new and undepreciated.

E. Reimbursement for the use of materials purchased by other than competitive bid procedures will be made only if:

1. Those procedures are shown to be in the public interest; and
2. The State has given prior approval for the use of materials.

F. The City shall use City-owned machinery, equipment, and vehicles for the work. In the event that the City does not have the necessary machinery, equipment, and vehicles, they may be rented or leased at the lowest bid price of those submitted by two or more approved bidders.

Article 4. Compensation

A. The maximum amount reimbursable by the State to the City under this agreement without modification is $171,928.00. A cost estimate of the traffic signal equipment furnished by

the City under this agreement, labeled Attachment B, is attached to and made part of this agreement.

B. The State will reimburse the City for costs incurred under this agreement, provided the City has paid from City funds those obligations previously billed.

1. The State will reimburse the City the cost of furnishing and installing the traffic signal equipment as shown in the construction plans and specifications.
2. The State will reimburse the City for applicable labor, equipment use, materials, supplies, travel expenses, and warehouse or material handling charges.
3. The State will not reimburse unsupported costs, costs incurred prior to the issuance of a written work order by the State, and costs incurred after final acceptance by the State.
4. The State shall make payment to the City within thirty (30) days from the receipt of the City's request for payment contingent upon both:
   a. The State's acceptance of the completed Project; and
   b. The City's submission of an original and four copies of a request for payment:
      1) To the following address:
         Texas Department of Transportation
         ATTN: Director of Operations
         4777 E. Highway 80, Dallas, TX 75150
      2) On the State's Form 132 Billing Statement or other type of invoice acceptable to the State; and
      3) That documents the work performed and materials used through descriptions, quantities, unit prices, and extensions.

C. The City shall be responsible for any funds determined to be ineligible for federal reimbursement, and shall reimburse the State the amount of those funds previously provided to it by the State.

D. If the City will perform any work under this agreement for which reimbursement will be provided by or through the State, the City must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The City shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the City or an employee of a firm that has been contracted by the City to perform oversight of the Project. The State in its discretion may deny reimbursement if the City has not designated a qualified individual to oversee the Project.

Article 5. Insurance

If this agreement authorizes the City or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and

entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 6. Responsibilities of the Parties

The State and the City agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 7. Progress

A. Communications. The City shall confer with the State during the progress of the Project. The City shall prepare and present all information that is requested by the State or is necessary for the State to evaluate the work performed by the City.

B. Reports. The City shall promptly advise the State in writing of events that may have a significant effect on the progress of the Project.

1. The City shall promptly advise the State in writing of any problems, delays, or adverse conditions that will materially affect the ability to meet scheduled goals. This disclosure will be accompanied by statement of the action taken or contemplated and any State or federal assistance needed to resolve the situation.
2. The City shall also promptly advise the State in writing of favorable developments or events that enable meeting goals sooner than anticipated.

Article 8. Inspection of Work

A. The State shall make frequent and complete inspection of all materials, equipment, and work to determine and permit certification that:

1. They are in suitable condition for operation and maintenance by the City after completion; and
2. All applicable requirements of the plans and specifications are satisfied.

B. The City shall provide opportunities, facilities, and representative samples, as required by the State to perform the above inspections.

C. The State will promptly notify the City of any deficiencies determined by the above inspections and the City shall, without delay, take corrective action acceptable to the State.

Article 9. Maintenance, Retention, and Audit of Records

A. Retention Period. The City shall maintain all books, documents, papers, computer-generated files, accounting records, and all other evidence pertaining to costs incurred and work performed under this agreement, and shall make those materials available at its office during the time period covered and for seven years from the date of final payment under

this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State, FHWA, United States Department of Transportation and its Office of the Inspector General, State Auditor's Office, United States Comptroller General, and any of their authorized representatives shall have access to the records for the purpose of making audits, examinations, excerpts, and transcriptions.

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

D. Audit Timing. The State will prepare an audit:

1. Upon completion of the work authorized or early termination of the agreement to determine the amount of the work performed and materials furnished by the City at that time; and
2. At any time it is deemed to be in the best interest of the State.

Article 10. Disputes

The State's decision on disputes regarding the responsibilities and obligations set forth in this agreement shall be final and binding.

Article 11. Non-collusion

The City shall warrant that it has not employed or retained any company or person, other than a bona fide employee working for the City, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the City breaches or violates this warranty, the State shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of the fee, commission, brokerage fee, gift, or contingent fee.

Article 12. Termination and Remedies

A. Causes. This agreement shall remain in effect until the project is completed and accepted by all parties, unless the agreement is terminated by:

1. Written agreement of the parties;
2. Written notice from either party because the other party did not fulfill its contractual obligations;

3. Written notice from the City, after the completion of preliminary engineering, specifications, and estimates, that it elects not to provide funding;
4. The State if the Project is inactive for thirty-six months or longer and no expenditures have been charged against federal funds; or
5. Thirty (30) days written notice from the State, with or without cause.

B. Payments Due After Termination.

1. If the State terminates this agreement, the State shall not be liable for any costs other than those due at the time of termination.
2. If this agreement is terminated under Article 12(A)(3) and the project does not proceed because of insufficient funds, the City shall reimburse the State for its reasonable actual costs incurred during the project.
3. If this agreement is terminated under Article 12(A)(5), the City shall not incur costs during the thirty (30) days after notice is given if those costs are more than the costs incurred during the preceding thirty (30) days.

C. Value of Completed Work. The State shall determine the value of any work that has been performed at the time of termination. In determining the compensation for partial work, the State will consider

1. Actual costs incurred in performing the work to the date of termination;
2. The amount of work that was satisfactorily completed as of the date of termination;
3. The value of the work that is usable by the State;
4. The cost to the State of employing others to complete the required work;
5. The time required to employ others to complete the work; and
6. Any other factors that affect the value to the State of the work performed.

D. Payment of Additional Costs. If this agreement is terminated under Article 12(A)(2), the State may take over the project and complete the work. The City shall be liable to the State for any additional costs to the State caused by the termination.

Whenever funds are paid by the City to the State under this agreement, the City shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and may only be applied by the State to the project.

E. Excusable Delays. Except with respect to subcontractors, the City will not be considered in default for any failure that arises out of causes beyond the control and without the negligence of the City. These include acts of God or the public enemy, acts of the Government in its sovereign immunity or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. Except for provisions that specifically establish responsibilities that extend beyond the agreement period, termination and payment under this article extinguish the rights, duties, and obligations of the State and the City under this agreement.

G. Remedies.

1. Any costs incurred by the State arising from the termination of this agreement under Article 12(A)(2) or (3) shall be paid by the City.
2. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be pursued by either party and shall be cumulative.

Article 13. Compliance with Laws

A. Compliance Requirement. The parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws, and licensing laws and regulations.

B. Proof of Compliance. At the request of the State, the City shall furnish satisfactory proof of its compliance with this article.

Article 14. Gratuities

A. Employees Not To Benefit. Employees of the State or the City shall not accept any benefits, gifts, or favors from any person doing business with, or who reasonably speaking may do business with the State or the City under this agreement.

B. Liabiliity. The State may terminate this agreement if the City or any other person who is doing business with or who reasonably speaking may do business with the State under this agreement offers benefits, gifts, or favors to State employees in violation of this policy.

Article 15. Subcontracting

A. Prior Approval. The City shall not assign, subcontract, or transfer services related to the work under this agreement without the advance written approval of the State.

B. Required Provisions. All subcontracts shall include the provisions contained in this agreement and any other provisions required by law.

C. City Responsibilities. A subcontract does not relieve the City of any responsibilities under this agreement.

Article 16. Amendments to this Agreement

Any change to one or more of the terms and conditions of this agreement shall not be valid unless made in writing and agreed to by the parties before the change is implemented.

Article 17. Legal Construction

If any provision in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. In that case, this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Article 18. Successors and Assigns

A. The City and the State bind themselves and their successors and assigns to each other party of this agreement and to the successors and assigns to each other party with regard to all covenants of this agreement.

B. The City shall not assign, subcontract, or otherwise transfer its interests in this agreement without the written approval of the State.

Article 19. Sole Agreement

This agreement constitutes the sole agreement between the parties concerning the Project and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Article 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the City certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this agreement shall require any party to a subcontract or purchase order awarded under this agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

Article 21. Civil Rights Compliance

A. Compliance with Regulations: The City will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The City, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the City of the City's obligations

under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The City will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the City's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the City under the contract until the City complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The City will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The City will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the City becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the City may request the State to enter into such litigation to protect the interests of the State. In addition, the City may request the United States to enter into such litigation to protect the interests of the United States.

Article 22. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The City shall adopt, in its totality, the State's federally approved DBE program.

C. The City shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The City shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The City shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract

or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the City signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

Article 23. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 49 CFR § 18.36 and with the property management standard established in 49 CFR § 18.32.

Article 24. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

Article 25. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the City shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Article 26. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf

B. The City agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

Article 27. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the City's fiscal year, the City must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's

Compliance Division, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

C. If expenditures are less than $750,000 during the City's fiscal year, the City must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the City will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

Article 28. Notices

All notices to either party by the other under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the other party at the following addresses:

City	State
City of Denton	Texas Department of Transportation
215 E. McKinney St.	4777 East Highway 80
Denton, TX 76201	Mesquite, TX 75150

All notices shall be deemed given on the date delivered or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and the request shall be carried out by the other party.

Article 29. Pertinent Non-Discrimination Authorities

During the performance of this contract, the City, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Article 30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated below that party's signature.

_____
Signature

_____
Type or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Signature

_____
Type or Printed Name

_____
Title

_____
Date

CSJ # 0134-09-068, etc.
District # 18/DAL
Code Chart 64 # 11400
Project: Signal Reimbursement
Federal Highway Administration
CFDA Title: Highway Planning and Construction (Federal-Aid Highway Program)
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
CITY RESOLUTION OR ORDINANCE

[INSERT RESOLUTION OR ORDINANCE]

CSJ # 0134-09-068, etc.
District # 18/DAL
Code Chart 64 # 11400
Project: Signal Reimbursement
Federal Highway Administration
CFDA Title: Highway Planning and Construction (Federal-Aid Highway Program)
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B
COST ESTIMATE

US 380 at Thomas J. Egan Rd. (CSJ: 0134-09-068)
Cabinet ASSY Henke PTSI P-44 = $15,885
Controller, Cobalt = $2,600
Gridsmart Camera System = $18,197.00
UPS 2.0 IVA 120V Single Phase = $6,300
SUB TOTAL = $42,982.00

US 77 at SL 288 (CSJ: 0195-02-086)
Cabinet ASSY Henke PTSI P-44 = $15,885
Controller, Cobalt = $2,600
Gridsmart Camera System = $18,197.00
UPS 2.0 IVA 120V Single Phase = $6,300
SUB TOTAL = $42,982.00

SL 288 at FM 2164 (N. Locust St.) (CSJ: 2250-02-026)
Cabinet ASSY Henke PTSI P-44 = $15,885
Controller, Cobalt = $2,600
Gridsmart Camera System = $18,197.00
UPS 2.0 IVA 120V Single Phase = $6,300
SUB TOTAL = $42,982.00

N. Western Blvd. at Jim Christal Rd. (CSJ: 0918-46-342)
Cabinet ASSY Henke PTSI P-44 = $15,885
Controller, Cobalt = $2,600
Gridsmart Camera System = $18,197.00
UPS 2.0 IVA 120V Single Phase = $6,300
SUB TOTAL = $42,982.00

GRAND TOTAL = $171,928.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AND DELIVER AN AGREEMENT FOR THE FURNISHING OF AND REIMBURSEMENT FOR TRAFFIC SIGNAL EQUIPMENT, BETWEEN THE CITY OF DENTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), AT THE INTERSECTIONS OF US 380 AT THOMAS J. EGAN ROAD, US 77 AT SOUTH LOOP 288, SOUTH LOOP 288 AT FM 2164 (NORTH LOCUST STREET), AND NORTH WESTERN BOULEVARD AT JIM CHRISTAL ROAD; CONFIRMING REIMBURSEMENT BY TXDOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Texas owns and maintains a system of highways and roadways, including US 377 located within the boundaries of the City of Denton; and

WHEREAS, the City has requested the State to reimburse the cost of furnishing traffic signal equipment at the intersections of US 380 at Thomas J. Egan Road, US 77 At South Loop 288, South Loop 288 at FM 2164 (North Locust Street), and North Western Boulevard at Jim Christal Road, called the "Project"; and

WHEREAS, the State and City wish to cooperate in the construction of this Project; and

WHEREAS, the Project has been designated as a federal-aid project and; therefore, this agreement shall be made in accordance with Federal Highway Administration (FHWA) procedures and regulations; and

WHEREAS, the State is authorized to enter into an agreement with the City for the Project pursuant to Texas Transportation Code §221.002; and

WHEREAS, The State will reimburse the City for costs incurred under this agreement, provided the City has paid from City funds for those obligations previously billed; and

WHEREAS, State will reimburse $171,928.00 to the City under this agreement; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or their designated representative, is hereby authorized to execute the Agreement for the furnishing of traffic signal equipment reimbursement between TxDOT; and The City of Denton, Texas, included as **"Exhibit A"**.

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 Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the_____day of_____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon
_____

Exhibit A
Reimbursement Agreement

CSJ # 0134-09-068, etc.
District # 18/DAL
Code Chart 64 # 11400
Project: Signal Reimbursement
Federal Highway Administration
CFDA Title: Highway Planning and Construction (Federal-Aid Highway Program)
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE FURNISHING AND INSTALLING OF TRAFFIC SIGNAL EQUIPMENT BY A MUNICIPALITY

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and Denton, called the "City," acting through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways, including US 380 located within the boundaries of the City; and

WHEREAS, the City has requested the State to reimburse the cost of furnishing and installing traffic signal equipment at the intersection of US 380 at Thomas J. Egan Rd. (CSJ: 0134-09-068), US 77 at SL 288 (CSJ: 0195-02-086), SL 288 at FM 2164 (N. Locust St.) (CSJ: 2250-02-026), and N. Western Blvd. at Jim Christal Rd. (CSJ: 0918-46-342), called the "Project"; and

WHEREAS, the State and City wish to cooperate in the construction of this Project; and

WHEREAS, the City desires that equipment be provided that is compatible with standard signal operation or existing City equipment; and

WHEREAS, it is in the best interest of the City and the State for the City to assist the State by furnishing traffic signal equipment on the Project; and

WHEREAS, on August 30, 2018, the Texas Transportation Commission passed Minute Order No. 115291, approving the Project; and

WHEREAS, the Governing Body of the City has approved entering into this agreement by resolution or ordinance dated _____, 2025, labeled Attachment A, which is attached to and made a part of this agreement; and

WHEREAS, the Project has been designated as a federal-aid project and; therefore, this agreement shall be made in accordance with Federal Highway Administration (FHWA) procedures and regulations; and

WHEREAS, the State is authorized to enter into an agreement with the City for the Project pursuant to Texas Transportation Code §221.002;

NOW THEREFORE, the State and the City agree as follows:

A G R E E M E N T

Article 1. Period of this Agreement

This agreement becomes effective on final execution by both parties and shall remain in effect as long as the traffic signal equipment furnished by the City is in operation at the described location and the signal project is incomplete, or unless otherwise terminated or modified as provided below.

Article 2. Scope of Work

A. For all items of construction other than furnishing and installing the traffic signal equipment, the State will prepare the construction plans and specifications, advertise for bids, let the construction contract or otherwise provide for the construction, and supervise the construction. The State will secure the City's approval of construction plans and specifications prior to award of contract.

B. The City shall furnish and install the traffic signal equipment as shown in the construction plans and specifications.

Article 3. Personnel, Equipment, and Material

A. The City shall use labor and supervisory personnel employed directly by the City.

B. All employees of the City assigned to this agreement shall have sufficient knowledge and experience to enable them to perform the duties assigned to them.

C. The State may require the City to remove any employee from the work authorized in this agreement if, in the sole opinion of the State, the work of that employee does not comply with this agreement or the conduct of that employee is detrimental to the Project.

D. All materials used for the work shall be new and undepreciated.

E. Reimbursement for the use of materials purchased by other than competitive bid procedures will be made only if:

1. Those procedures are shown to be in the public interest; and
2. The State has given prior approval for the use of materials.

F. The City shall use City-owned machinery, equipment, and vehicles for the work. In the event that the City does not have the necessary machinery, equipment, and vehicles, they may be rented or leased at the lowest bid price of those submitted by two or more approved bidders.

Article 4. Compensation

A. The maximum amount reimbursable by the State to the City under this agreement without modification is $171,928.00. A cost estimate of the traffic signal equipment furnished by

the City under this agreement, labeled Attachment B, is attached to and made part of this agreement.

B. The State will reimburse the City for costs incurred under this agreement, provided the City has paid from City funds those obligations previously billed.

1. The State will reimburse the City the cost of furnishing and installing the traffic signal equipment as shown in the construction plans and specifications.
2. The State will reimburse the City for applicable labor, equipment use, materials, supplies, travel expenses, and warehouse or material handling charges.
3. The State will not reimburse unsupported costs, costs incurred prior to the issuance of a written work order by the State, and costs incurred after final acceptance by the State.
4. The State shall make payment to the City within thirty (30) days from the receipt of the City's request for payment contingent upon both:
   a. The State's acceptance of the completed Project; and
   b. The City's submission of an original and four copies of a request for payment:
      1) To the following address:
         Texas Department of Transportation
         ATTN: Director of Operations
         4777 E. Highway 80, Dallas, TX 75150
      2) On the State's Form 132 Billing Statement or other type of invoice acceptable to the State; and
      3) That documents the work performed and materials used through descriptions, quantities, unit prices, and extensions.

C. The City shall be responsible for any funds determined to be ineligible for federal reimbursement, and shall reimburse the State the amount of those funds previously provided to it by the State.

D. If the City will perform any work under this agreement for which reimbursement will be provided by or through the State, the City must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The City shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the City or an employee of a firm that has been contracted by the City to perform oversight of the Project. The State in its discretion may deny reimbursement if the City has not designated a qualified individual to oversee the Project.

Article 5. Insurance

If this agreement authorizes the City or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and

entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 6. Responsibilities of the Parties

The State and the City agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 7. Progress

A. Communications. The City shall confer with the State during the progress of the Project. The City shall prepare and present all information that is requested by the State or is necessary for the State to evaluate the work performed by the City.

B. Reports. The City shall promptly advise the State in writing of events that may have a significant effect on the progress of the Project.

1. The City shall promptly advise the State in writing of any problems, delays, or adverse conditions that will materially affect the ability to meet scheduled goals. This disclosure will be accompanied by statement of the action taken or contemplated and any State or federal assistance needed to resolve the situation.
2. The City shall also promptly advise the State in writing of favorable developments or events that enable meeting goals sooner than anticipated.

Article 8. Inspection of Work

A. The State shall make frequent and complete inspection of all materials, equipment, and work to determine and permit certification that:

1. They are in suitable condition for operation and maintenance by the City after completion; and
2. All applicable requirements of the plans and specifications are satisfied.

B. The City shall provide opportunities, facilities, and representative samples, as required by the State to perform the above inspections.

C. The State will promptly notify the City of any deficiencies determined by the above inspections and the City shall, without delay, take corrective action acceptable to the State.

Article 9. Maintenance, Retention, and Audit of Records

A. Retention Period. The City shall maintain all books, documents, papers, computer-generated files, accounting records, and all other evidence pertaining to costs incurred and work performed under this agreement, and shall make those materials available at its office during the time period covered and for seven years from the date of final payment under

this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State, FHWA, United States Department of Transportation and its Office of the Inspector General, State Auditor's Office, United States Comptroller General, and any of their authorized representatives shall have access to the records for the purpose of making audits, examinations, excerpts, and transcriptions.

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

D. Audit Timing. The State will prepare an audit:

1. Upon completion of the work authorized or early termination of the agreement to determine the amount of the work performed and materials furnished by the City at that time; and
2. At any time it is deemed to be in the best interest of the State.

Article 10. Disputes

The State's decision on disputes regarding the responsibilities and obligations set forth in this agreement shall be final and binding.

Article 11. Non-collusion

The City shall warrant that it has not employed or retained any company or person, other than a bona fide employee working for the City, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the City breaches or violates this warranty, the State shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of the fee, commission, brokerage fee, gift, or contingent fee.

Article 12. Termination and Remedies

A. Causes. This agreement shall remain in effect until the project is completed and accepted by all parties, unless the agreement is terminated by:

1. Written agreement of the parties;
2. Written notice from either party because the other party did not fulfill its contractual obligations;

3. Written notice from the City, after the completion of preliminary engineering, specifications, and estimates, that it elects not to provide funding;
4. The State if the Project is inactive for thirty-six months or longer and no expenditures have been charged against federal funds; or
5. Thirty (30) days written notice from the State, with or without cause.

B. Payments Due After Termination.

1. If the State terminates this agreement, the State shall not be liable for any costs other than those due at the time of termination.
2. If this agreement is terminated under Article 12(A)(3) and the project does not proceed because of insufficient funds, the City shall reimburse the State for its reasonable actual costs incurred during the project.
3. If this agreement is terminated under Article 12(A)(5), the City shall not incur costs during the thirty (30) days after notice is given if those costs are more than the costs incurred during the preceding thirty (30) days.

C. Value of Completed Work. The State shall determine the value of any work that has been performed at the time of termination. In determining the compensation for partial work, the State will consider

1. Actual costs incurred in performing the work to the date of termination;
2. The amount of work that was satisfactorily completed as of the date of termination;
3. The value of the work that is usable by the State;
4. The cost to the State of employing others to complete the required work;
5. The time required to employ others to complete the work; and
6. Any other factors that affect the value to the State of the work performed.

D. Payment of Additional Costs. If this agreement is terminated under Article 12(A)(2), the State may take over the project and complete the work. The City shall be liable to the State for any additional costs to the State caused by the termination.

Whenever funds are paid by the City to the State under this agreement, the City shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and may only be applied by the State to the project.

E. Excusable Delays. Except with respect to subcontractors, the City will not be considered in default for any failure that arises out of causes beyond the control and without the negligence of the City. These include acts of God or the public enemy, acts of the Government in its sovereign immunity or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. Except for provisions that specifically establish responsibilities that extend beyond the agreement period, termination and payment under this article extinguish the rights, duties, and obligations of the State and the City under this agreement.

G. Remedies.

1. Any costs incurred by the State arising from the termination of this agreement under Article 12(A)(2) or (3) shall be paid by the City.
2. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be pursued by either party and shall be cumulative.

Article 13. Compliance with Laws

A. Compliance Requirement. The parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws, and licensing laws and regulations.

B. Proof of Compliance. At the request of the State, the City shall furnish satisfactory proof of its compliance with this article.

Article 14. Gratuities

A. Employees Not To Benefit. Employees of the State or the City shall not accept any benefits, gifts, or favors from any person doing business with, or who reasonably speaking may do business with the State or the City under this agreement.

B. Liabiliity. The State may terminate this agreement if the City or any other person who is doing business with or who reasonably speaking may do business with the State under this agreement offers benefits, gifts, or favors to State employees in violation of this policy.

Article 15. Subcontracting

A. Prior Approval. The City shall not assign, subcontract, or transfer services related to the work under this agreement without the advance written approval of the State.

B. Required Provisions. All subcontracts shall include the provisions contained in this agreement and any other provisions required by law.

C. City Responsibilities. A subcontract does not relieve the City of any responsibilities under this agreement.

Article 16. Amendments to this Agreement

Any change to one or more of the terms and conditions of this agreement shall not be valid unless made in writing and agreed to by the parties before the change is implemented.

Article 17. Legal Construction

If any provision in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. In that case, this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Article 18. Successors and Assigns

A. The City and the State bind themselves and their successors and assigns to each other party of this agreement and to the successors and assigns to each other party with regard to all covenants of this agreement.

B. The City shall not assign, subcontract, or otherwise transfer its interests in this agreement without the written approval of the State.

Article 19. Sole Agreement

This agreement constitutes the sole agreement between the parties concerning the Project and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Article 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the City certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this agreement shall require any party to a subcontract or purchase order awarded under this agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

Article 21. Civil Rights Compliance

A. Compliance with Regulations: The City will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The City, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the City of the City's obligations

under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The City will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the City's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the City under the contract until the City complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The City will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The City will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the City becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the City may request the State to enter into such litigation to protect the interests of the State. In addition, the City may request the United States to enter into such litigation to protect the interests of the United States.

Article 22. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The City shall adopt, in its totality, the State's federally approved DBE program.

C. The City shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The City shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The City shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract

or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the City signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

Article 23. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 49 CFR § 18.36 and with the property management standard established in 49 CFR § 18.32.

Article 24. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

Article 25. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the City shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Article 26. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf

B. The City agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

Article 27. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the City's fiscal year, the City must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's

Compliance Division, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

C. If expenditures are less than $750,000 during the City's fiscal year, the City must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the City will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

Article 28. Notices

All notices to either party by the other under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the other party at the following addresses:

City	State
City of Denton	Texas Department of Transportation
215 E. McKinney St.	4777 East Highway 80
Denton, TX 76201	Mesquite, TX 75150

All notices shall be deemed given on the date delivered or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and the request shall be carried out by the other party.

Article 29. Pertinent Non-Discrimination Authorities

During the performance of this contract, the City, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Article 30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated below that party's signature.

_____
Signature

_____
Type or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Signature

_____
Type or Printed Name

_____
Title

_____
Date

CSJ # 0134-09-068, etc.
District # 18/DAL
Code Chart 64 # 11400
Project: Signal Reimbursement
Federal Highway Administration
CFDA Title: Highway Planning and Construction (Federal-Aid Highway Program)
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
CITY RESOLUTION OR ORDINANCE

[INSERT RESOLUTION OR ORDINANCE]

CSJ # 0134-09-068, etc.
District # 18/DAL
Code Chart 64 # 11400
Project: Signal Reimbursement
Federal Highway Administration
CFDA Title: Highway Planning and Construction (Federal-Aid Highway Program)
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B
COST ESTIMATE

US 380 at Thomas J. Egan Rd. (CSJ: 0134-09-068)
Cabinet ASSY Henke PTSI P-44 = $15,885
Controller, Cobalt = $2,600
Gridsmart Camera System = $18,197.00
UPS 2.0 IVA 120V Single Phase = $6,300
SUB TOTAL = $42,982.00

US 77 at SL 288 (CSJ: 0195-02-086)
Cabinet ASSY Henke PTSI P-44 = $15,885
Controller, Cobalt = $2,600
Gridsmart Camera System = $18,197.00
UPS 2.0 IVA 120V Single Phase = $6,300
SUB TOTAL = $42,982.00

SL 288 at FM 2164 (N. Locust St.) (CSJ: 2250-02-026)
Cabinet ASSY Henke PTSI P-44 = $15,885
Controller, Cobalt = $2,600
Gridsmart Camera System = $18,197.00
UPS 2.0 IVA 120V Single Phase = $6,300
SUB TOTAL = $42,982.00

N. Western Blvd. at Jim Christal Rd. (CSJ: 0918-46-342)
Cabinet ASSY Henke PTSI P-44 = $15,885
Controller, Cobalt = $2,600
Gridsmart Camera System = $18,197.00
UPS 2.0 IVA 120V Single Phase = $6,300
SUB TOTAL = $42,982.00

GRAND TOTAL = $171,928.00

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Transportation Services Division

DCM: Cassey Ogden

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, amending chapter 18 "Motor Vehicles and Traffic," Article III "Speed of Vehicles," Section 18-73 "Speed Limits On Certain Roads And Highways," "School Zones," of the Code of Ordinances of the City of Denton, to change the speed limits of certain parts of Bonnie Brae Street in the vicinity of Denton High School; providing a savings clause; providing a severability clause; providing a penalty clause; providing for publication; providing codification; and providing an effective date.

BACKGROUND

Staff completed the 2022 Citywide Speed Study and made recommendations to the Council, which were adopted on December 6, 2022. Since the Texas Department of Transportation (TxDOT) oversees roadways, any changes to speed limits require their approval. The staff has collaborated with TxDOT and received approval to adjust speed limits on the roadways included in the 2022 Citywide Speed Study.

Denton High School is located near the newly opened Reeves Elementary School, and their speed limit zones overlap at the intersection of Bonnie Brae Street and Riney Road. To ensure a safe passage for all students attending both schools, the staff recommends adjusting the speed limit and signage for Denton High School.

Specifically, staff recommends lowering the speed limit to 20 miles per hour for a distance of 300 feet north and south of the intersection of Bonnie Brae Street and Riney Road/Branco Way during school pick-up and drop-off hours, from 7 AM to 9 AM and from 2:30 PM to 5:00 PM, reducing the current speed limit of 35 miles per hour.

Additionally, staff has updated the tables within Chapter 18, "Motor Vehicles and Traffic," Article III, "Speed of Vehicles," Section 18-73, "Speed Limits on Certain Roads and Highways," in accordance with the results of TxDOT approvals and communications with the Denton Independent School District (DISD).

OPTIONS

1. Approve the proposed speed limit changes, and School Zones adjustments.
2. Provided staff with additional directions on the proposed changes.
3. Reject the proposed changes.

RECOMMENDATION

Staff recommends approval of the updated tables within Chapter 18 "Motor Vehicles and Traffic", Article III "Speed of Vehicles", Section 18-73 "Speed Limits on Certain Roads and Highways" as presented.

ESTIMATED SCHEDULE OF PROJECT

The School Zone Speed Limit signs will be adjusted and installed 30 days after the City Council approves the ordinance. Additionally, the Denton Police Department will begin enforcing the no parking rules on the designated sections 30 days after the installation of the signs.

FISCAL INFORMATION

Materials for this project will be funded through the Traffic Operations general operating budget.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Area Map
Exhibit 3 - Ordinance

Respectfully submitted:
Farhan Butt
Deputy Director of Transportation Services

Prepared by:
Sahar Esfandyari
Senior Transportation Planner

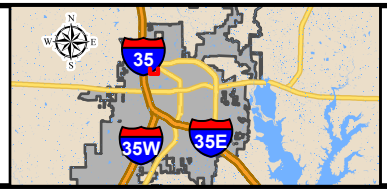
Denton High and Reeves Elementary
School Signs Update



Adjusted Time Signs

End School Zone Signs

School Zone Signs



0 100 200 400 Feet

CITY OF DENTON
Development Services - GIS
Date: 10/9/2025

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, AMENDING CHAPTER 18 "MOTOR VEHICLES AND TRAFFIC," ARTICLE III "SPEED OF VEHICLES," SECTION 18-73 "SPEED LIMITS ON CERTAIN ROADS AND HIGHWAYS," "SCHOOL ZONES," OF THE CODE OF ORDINANCES OF THE CITY OF DENTON, TO CHANGE THE SPEED LIMITS OF CERTAIN PARTS OF BONNIE BRAE STREET IN THE VICINITY OF DENTON HIGH SCHOOL; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton's Transportation Services Division routinely reviews the speed limits in the Code of Ordinances of the City of Denton, as amended, in order to make corrections, additions, or amendments, where appropriate; and

WHEREAS, in 2022, staff completed a Citywide Speed Study and made recommendations to Council and adopted them on December 6, 2022; and

WHEREAS, Denton High School is in proximity to Reeves Elementary School, which opened in August 2025; and

WHEREAS, the Transportation Services Division, after thorough observation, recommends adjusting the speed limit and the timing on the signage for Denton High School to overlap the time with Reeves Elementary School; and

WHEREAS, the Texas Transportation Code Section 545.356 specifies the procedures for a municipality to set speed zones and to post speed limits; therefore, staff recommends lowering the speed limit signs for Denton High School to 20 miles per hour 300 feet north and south of the intersection of Bonnie Brae and Riney Road/Bronco Way during school pick-up and drop-off hours, from 7 AM to 9 AM and from 2:30 PM to 5:00 PM, reducing the current speed limit of 35 miles per hour; and

WHEREAS, the City Council finds the proposed changes to Chapter 18 "Motor Vehicles and Traffic," Article III "Speed of Vehicles," and Section 18-73 "Speed Limits on Certain Roads and Highways," incorporates the above studies and recommendations by Transportation Services Division; and

WHEREAS, the City Council finds that the proposed revisions are in the interest of public health and safety; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are incorporated into the body of this ordinance as if set out fully herein.

SECTION 2. The City Council hereby amends the existing Section 18-73 "Speed Limits on Certain Roads and Highways," in Chapter 18 "Motor Vehicles and Traffic," Article III "Speed of Vehicles," and "School Zones," which shall read as shown in Exhibit 1.

SECTION 3. Any person violating any provision of this ordinance shall, upon conviction, be fined a sum not to exceed two hundred dollars ($200.00), unless the violation occurs in a work zone when workers are present and then the penalty shall not exceed four hundred dollars ($400.00).

SECTION 4. This ordinance shall supersede and replace all previous conflicting provisions of the City Ordinances and Code. All other non-conflicting provisions, including those of Chapter 18 of the Code of the City of Denton, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. The City Secretary is hereby directed to record and publish the above revised section in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

SECTION 7. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code,

SECTION 8. This Ordinance providing for a penalty, shall become effective Thirty (30) days from its passage, and the City Secretary is hereby directed to cause the caption of this Ordinance to be published twice in the Denton Record Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

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

PASSED AND APPROVED this the_____day of_____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

Exhibit 1

Sec. 18-73. Speed limits on certain roads and highways.

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of V.C.T.A., Transportation Code § 545.356, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

School Zones

With regard to school zone speed limits set forth below, the time periods for the reduced school zone speed limits shall apply on school days when signs are posted giving notice of the school zone times or when school zone lights are activated giving notice of the active school zone.

SCHOOL NAME	ROADWAY	FROM	TO	SPEED LIMIT	TIMES
Alexander Elementary School	Double Oak St.	Mack Dr.	Longmeadow St.	20	7am – 8am & 2:30pm – 3:30pm
	Longmeadow St.	Double Oak St.	Paisley St.		
	Mack Dr.	Double Oak St.	Paisley St.		
	Paisley St.	200’ W of Mack Dr.	70’ E of Longmeadow St.		
Billy Ryan High School	McKinney St./FM 426	500’ W of Billy Ryan High School’s Driveway	525’ E of Billy Ryan High School’s Driveway	30	8am – 9am & 4pm – 5pm
Borman Elementary School	Parvin St.	150’ W of McCormick St.	100’ E of Mercedes St.	20	7am – 8am & 2:30pm – 3:30pm
	McCormick St.	300’ north of Parvin	Parvin St.	20	
	Westwood Dr.	300’ north of Parvin	Parvin St.	20	
	Mercedes Rd.	300’ north of Parvin	Parvin St.	20	
Denton High School	Bonnie Brae St.	300’ N of Riney Rd.	300’ S of Riney Rd.	20	7am – 9am & 2:30pm – 5pm
	Bronco Way	146’ W of Kingsview Dr.	Bonnie Brae St.	20	8am – 9am & 4pm – 5pm
	Cobblestone Row	Evers Pkwy.	170’ E of Ashcroft Ln.	20	

Evers Park Elementary School	Evers Pkwy.	350’ S of Gardenview St.	50’ S of Robbie-O St.		7am – 8am & 2:30pm – 3:30pm
	N Locust St	300’ N of Cobblestone Row	300’ S of Cobblestone Row	25	
Fred Moore High School	Cross Timbers St.	100’ S of Mill St.	Mill St.	20	7am – 8am & 2:30pm – 3:30pm
	Cross Timbers St.	Mill St.	Wye St.	30	
	Mill St.	150’ W of Cross Timber St.	100’ W of Robertson St.	20	
	Wye St.	150’ W of Cross Timber St.	Cross Timber St.		
Ginnings Elementary School	Stuart Rd.	250’ N of Imperial Dr.	175’ N of Sun Valley Dr.	20	7am – 8am & 2:30pm – 3:30pm
	Sun Valley Dr.	Stuart Rd.	200’ E of Yellowstone Pl.		
	Yellowstone Pl.	300’ N or Imperial Dr.	Sun Valley Dr.		
Gonzalez School for Young Children	Long Rd.	150’ NE of Stuart Rd.	650’ E of Ridgepoint Dr.	20	7am – 8am & 2:30pm – 3:30pm
Hodge Elementary School	Farris Rd.	Silver Dome Rd.	200’ N of Grant Pkwy.	20	7am – 8am & 2:30pm – 3:30pm
	Grant Pkwy.	Deer Forest Dr.	Farris Rd.		
Immaculate Conception School	N Bonnie Brae St	300’ N Bonnie Brae	300’ S Bonnie Brae	20	7am – 8am & 2:30pm – 3:30pm
John H. Guyer High School	Teasley Ln./FM 2181	1100’ S of Leatherwood Rd.	1090’ N of Leatherwood Rd.	30	8am – 9am & 4pm – 5pm
	Old Alton Rd.	Teasley Ln.	500’ S of Teasley Ln.	25	
LaGrone Advanced Technology Complex	Long Rd.	150’ NE of Stuart Rd.	650’ E of Ridgepoint Dr.	20	7:30am – 8:30am & 10:30am – 11:15am & 12pm – 12:35pm &

					2:35pm – 3:40pm
McMath Middle School	Londonderry Ln.	Teasley Ln.	100’ E of Sam Bass Blvd.	20	7:30am – 8:30am & 3pm – 4pm
McNair Elementary School	Hickory Creek Rd.	765’ W of Montecito Dr.	430’ E of Montecito Dr.	20	7am – 8am & 2:30pm – 3:30pm
	Montecito Dr.	700’ S of Hickory Creek Rd.	50’ N of Hickory Creek Rd.		
Nelson Elementary School	Teasley Ln.	350’ S of Ryan Rd.	900’ N of Ryan Rd.	30	7am – 8am & 2:30pm – 3:30pm
Nette Shultz Elementary School	Emerson Ln.	150’ E of Glenwood Ln.	350’ W of Rockwood Ln.	20	7am – 8am & 2:30pm – 3:30pm
	Glenwood Ln.	150’ S of Emerson Ln.	E Windsor Dr.		
	Hanover Dr.	450’ NW of Emerson Ln.	E Windsor Dr.		
	Windsor Dr.	150’ W of Longfellow Ln.	275’ E of Hanover Dr.		
Newton Rayzor Elementary School/Calhoun Middle School	Bryan St.	Crescent St.	150’ N of Linden St.	20	7am – 8:30am & 2:30pm – 4pm
	Crescent St.	Bryan St.	150’ E of Fulton St.		
	Fulton St.	150’ N of Crescent St.	Linden St.		
Pecan Creek Elementary School	Lakeview Blvd.	Black Walnut	300’ S of Burr Oak Ln.	20	7am – 8am & 2:30pm – 3:30pm
	Pockrus Page Rd.	270’ W of Post Oak Blvd.	170’ E of Post Oak Blvd.		
Reeves Elementary School	Riney Road	300’ E of N Bonnie Brae St.	300’ E of Hardaway Rd.	20	7am – 8am & 2:30pm – 3:30pm
Rivera Elementary School	Newton St.	200’ N of Morse St.	225’ N of Wilson St.	20	7am – 8am & 2:30pm – 3:30pm
	Wilson St.	350’ E of Newton St.	Newton St.		
Sam Houston Elementary School	Teasley Ln.	325’ E of Pennsylvania Dr.	465’ W of Lillian Miller Pkwy.	25	7am – 8am & 2:30pm – 3:30pm

Stricklan Middle School	Bell Ave.	Driftwood Tr.	225’ N of Windsor Dr.	20	7:30am – 8:30am & 3pm – 4pm
	Windsor Dr.	560’ E of N Locust St./FM 2164	225’ E of Bell Ave.		
The Davis School	Davis St.	100’ W of Wood St.	Ruddell St.	20	6:30am – 7:30am & 2:30pm – 3:30pm
	Ruddell St.	100’ S of Davis St.	300’ N of Davis St.		
	Wood St.	100’ S of Davis St.	300’ N of Davis St.		
W.S. Ryan Elementary School	Creekside Dr.	550’ S of Ryan Rd.	Ryan Rd.	20	7am – 8am & 2:30pm – 3:30pm
	Ryan Rd.	500’ W of Creekdale Dr.	500’ E of Forrestridge Dr.		
Windle School for Young Children	Audra Ln.	150’ N of Paisley St.	Oak Tree Dr.	20	7am – 8am & 3pm – 4pm
	Mulkey Ln.	400’ N of Paisley St.	150’ N of Oak Tree Dr.		

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Water Utilities

CM/DCM/ACM: Cassey Ogden

DATE: October 21, 2025

SUBJECT

Consider approval of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager or their designee to intervene in petitions for streamlined expedited release (Public Utility Commission of Texas Docket Nos. 58460 and 58462) filed by McCart St, LLC with the Public Utility Commission of Texas and any other streamlined expedited release petitions related thereto or involving nearby properties; authorizing the City Manager or their designee to take those actions necessary to effectuate the intent and purposes of this ordinance; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

BACKGROUND

The Public Utility Commission of Texas (PUC) regulates Certificates of Convenience and Necessity under the Texas Water Code, which grants the right and imposes the obligation to provide continuous and adequate retail water or sewer service over a specified geographic area. The City of Denton holds a Water CCN (CCN No. 10195) and a Sewer CCN (CCN No. 20072) granted by the PUC.

The Texas Water Code allows for Streamlined Expedited Release. Utilizing Streamlined Expedited Release, certain landowners owning tracts of twenty-five acres or more may file a petition with the PUC for release of their property from a City's CCN, provided the landowner meets specific requirements. Once a petition for a Streamlined Expedited Release Petition is administratively complete, the tracts are released within sixty days and there is no opportunity for a hearing. The tracts of land released from the City's CCN are no longer required to be served by the City.

Intervening in petitions for Streamlined Expedited Release enables the City to seek compensation through the appraisal process and procedures established by the PUC rules and the Texas Water Code. In order to intervene, the City must, among other actions, prepare and submit filings within a procedural schedule established by a PUC Administrative Law Judge. Intervening allows the City to protect and preserve the integrity of its water and sewer CCNs, support long-range planning for water, sewer, drainage, and street infrastructure, and uphold the City's development standards within the City's Extraterritorial Jurisdiction (ETJ). Granting the Denton City Manager, or their designee, the authority to efficiently and expeditiously prepare and submit filings is necessary to ensure timely protection of the City's CCNs.

On July 28, 2025, McCart St, LLC filed two petitions for Streamlined Expedited Release with the PUC (Docket Nos. 58460 and 58462) seeking to release approximately ninety-two (92) acres of land from the City's CCN.

The City owns and operates a sanitary sewer line immediately east of the eastern McCart St, LLC property. A water line, currently under design by Legends Ranch will, once constructed, be dedicated to the City south of the McCart St, LLC properties. Additionally, the City plans to construct a wastewater line along North Hickory Creek that will run through the western McCart St, LLC property.

RECOMMENDATION

Staff recommends authorizing the City Manager or their designee to intervene in petitions for streamlined expedited release (Public Utility Commission of Texas Docket Nos. 58460 and 58462) filed by McCart St, LLC with the Public Utility Commission of Texas and any other streamlined expedited release petitions related thereto or involving nearby properties. Staff also recommends authorizing the City Manager or their designee to take those actions necessary to effectuate the intent and purposes of the proposed ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Sep. 30, 2025: Council Closed Session Discussion

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

Respectfully submitted:
Stephen Gay, at 940-349-8086
General Manager
Water Utilities and Street Operations

For information concerning this acquisition, contact: Denis Qualls, 940-349-8783.

Legal point of contact: Christopher Mullins at 940-349-8114.

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO INTERVENE IN PETITIONS FOR STREAMLINED EXPEDITED RELEASE (PUBLIC UTILITY COMMISSION OF TEXAS DOCKET NOS. 58460 AND 58462) FILED BY MCCART ST, LLC WITH THE PUBLIC UTILITY COMMISSION OF TEXAS AND ANY OTHER STREAMLINED EXPEDITED RELEASE PETITIONS RELATED THERETO OR INVOLVING NEARBY PROPERTIES; AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO TAKE THOSE ACTIONS NECESSARY TO EFFECTUATE THE INTENT AND PURPOSES OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City possesses Certificates of Convenience and Necessity ("CCN") Nos. 10195 (Water) and 20072 (Sewer) granted by the Public Utility Commission of Texas ("PUCT"); and

WHEREAS, a CCN holder has the right and obligation to provide retail water or wastewater service to a specified service area; and

WHEREAS, the City's CCNs help to secure its service area and to inform and support its capital planning and investments; and

WHEREAS, the City's CCNs may be altered by the PUCT, subject to the Texas Water Code and PUCT rules; and

WHEREAS, Section 13.2541 of the Texas Water Code allows certain landowners owning tracts of twenty-five acres or more to file a petition with the PUCT for release from the City's CCN, provided they meet certain requirements ("Streamlined Expedited Release"); and

WHEREAS; tracts that are released from the City's CCN are no longer required to be served by the City; and

WHEREAS; state law requires the PUCT to grant an administratively complete petition for Streamlined Expedited Release within sixty days after it is filed and there is no opportunity for a hearing; and

WHERAS; the Texas Water Code and PUCT rules provide an appraisal process to allow a CCN holder to seek compensation for losses associated with Streamlined Expedited Release; and

WHEREAS, intervening in petitions for Streamlined Expedited Release enables the City to seek compensation pursuant to the appraisal processes and procedures provided by PUCT rules and the Texas Water Code; and

WHEREAS, to intervene in petitions for Streamlined Expedited Release, the City must, among other actions, prepare and submit filings within a procedural schedule established by a PUCT Administrative Law Judge; and

WHEREAS, to protect and maintain the integrity of the City's water and sewer CCNs; the City's long-range water, sewer, drainage, and street planning; and the City's development standards within the City's Extraterritorial Jurisdiction, the Denton City Manager or their designee need the ability to efficiently and expeditiously prepare and submit filings, as needed; and

WHEREAS, McCart St, LLC filed two petitions for Streamlined Expedited Release with the PUCT on July 28, 2025 (Docket Nos. 58460 and 58462); and

WHEREAS, in the petitions, McCart St, LLC seeks to release approximately ninety-two (92) acres of land from the City's CCN; and

WHEREAS, the City constructed a sewer line immediately east of the eastern property McCart St, LLC seeks to release in the petition associated with Docket No. 58462; and

WHEREAS, a water line to be dedicated to the City and associated with Legends Ranch will be constructed south of the properties McCart St, LLC seeks to release; and

WHEREAS, the City plans to construct a wastewater line along North Hickory Creek that will run through the western property McCart St, LLC seeks to release in the petition associated with Docket No. 58460; and

WHEREAS, the City Council finds it is in the public interest to delegate authority to the City Manager or their designee to intervene in petitions for Streamlined Expedited Release filed with the PUCT by McCart St, LLC (Docket Nos. 58460 and 58462) and any other Streamlined Expedited Release petitions related thereto or involving nearby properties; and

WHEREAS, the City Council finds the delegation of its authority to the City Manager or their designee under this Ordinance will lead to the efficient implementation of City initiatives conducted pursuant to the policies and direction of the City Council.

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

SECTION 1. The recitations contained in the preamble of this Ordinance are incorporated herein by reference as findings of the City Council.

SECTION 2. The City Council hereby authorizes the City Manager or their designee to intervene in petitions for Streamlined Expedited Release filed by McCart St, LLC (Docket Nos. 58460 and 58462) with the Public Utility Commission of Texas and any other Streamlined Expedited Release petitions related thereto or involving nearby properties.

SECTION 3. The City Council hereby authorizes the City Manager or their designee to take all actions as they find reasonable and appropriate to accomplish the intents and purposes of this Ordinance.

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 Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____

Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

CM/DCM/ACM: **Cassey Ogden**

DATE: **October 21, 2025**

SUBJECT

Conduct the first of two public hearings of the City of Denton, Texas regarding the adoption of a strategic partnership agreement between the City of Denton and Denton County Municipal Utility District No. 16.

STRATEGIC ALIGNMENT

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

BACKGROUND

On April 29, 2020 the City received a petition for consent to the creation of Denton County Municipal Utility District No. 16. This Municipal Utility District (MUD) is located near FM 156 and US 380 and is also known as "Olex MUD" or "Meadows MUD". The MUD originally featured 1,523 residential lots, 8 acres of multifamily property, and 19 acres of commercial property.

A MUD is a special-purpose district created to provide essential services such as water, wastewater, and drainage to areas outside city limits. Governed by an elected board, MUDs fund infrastructure and operations through bonds repaid by property taxes and user fees. MUDs are required to seek City consent when the MUD is within the extraterritorial jurisdiction (ETJ) of the City.

Olex Inc. initially petitioned the City for consent to the creation and the City began negotiating a development agreement and the property was subsequently sold to VS Development, LLC. Initially, a development agreement was approved by the City Council on August 18, 2020, and included provisions on Denton County's consent, utilities, floodplain/ESA, roadway construction specifications, and limited purpose annexation to receive sales tax for commercial property. A first amendment was made to the development agreement on January 25, 2022, to name the City of Denton as the fire service provider and approve a Fire Services Agreement. In early 2025, an Amended and Reinstated Development Agreement was approved by City Council to allow for additional acreage. This change also included the removal of the Fire Agreement and amendment to the Strategic Partnership Agreement (SPA) to allow for the City to annex a portion or all of the district for limited purpose of collecting sales tax on the commercial portions of the property and includes the option, at the City's discretion, to annex the entire property into the city limits after the bonds issued by the MUD have been repaid.

The first amendment to the Amended and Restated Development Agreement was approved by City Council on October 14, 2025, to include an additional 19 acres, increasing the development to 2,802 residential lots, 21 acres of multifamily property, and 27 acres of commercial property. The change in the property boundary of the MUD requires an amendment to the SPA to accommodate that change. The SPA has to be executed by both the City of Denton and the MUD, with each holding two public hearings. The

MUD completed the two public hearings and provided the executed SPA to the City. This is the first of two public hearings the City needs to hold to complete the requirements of the SPA, with the second public hearing being held on December 2, 2025.

OPTIONS

No action is required for this public hearing.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

August 18, 2020- City Council adopted a resolution of consent to the creation of the MUD.
August 18, 2020- City Council approved a Development and Consent Agreement.
January 25, 2022- City Council approved a First Amendment to the Development and Consent Agreement.
June 4, 2024- City Council held the first public hearing for a Strategic Partnership Agreement.
June 18, 2024- City Council held a second public hearing and adopted a resolution approving the Strategic Partnership Agreement.
January 7, 2025- City Council approved an Amended and Restated Development Agreement and consented to additional property.
February 2, 2025- City Council held the first public hearing for an Amended and Restated Strategic Partnership Agreement.
February 18, 2025- City Council held a second public hearing and adopted a resolution approving the Amended and Restated Strategic Partnership Agreement.
October 14, 2025- City Council approved a first amendment to the Amended and Restated Development agreement, including an updated SPA.

EXHIBITS

1. Agenda Information Sheet
2. Strategic Partnership Agreement
3. Presentation

Respectfully submitted:
Charlie Rosendahl
Interim Director of Development Services

SECOND AMENDED AND RESTATED STRATEGIC PARTNERSHIP AGREEMENT BY AND BETWEEN THE CITY OF DENTON, TEXAS AND DENTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 16

STATE OF TEXAS §
§
COUNTY OF DENTON §

This Second Amended and Restated Strategic Partnership Agreement (this "Agreement") is entered into by the City of Denton, Texas, a home rule municipality situated in Denton County, Texas (the "City"), and Denton County Municipal Utility District No. 16, a political subdivision of the State of Texas, acting by and through its duly authorized Board of Directors (the "District"), under the authority of Section 43.0751 of the Texas Local Government Code (the "Local Government Code").

RECITALS

WHEREAS, Local Government Code Section 43.0751 (the "Act") authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent; and

WHEREAS, the District and the City entered into a previous strategic partnership agreement on June 18, 2024 and recorded as Instrument No. 2024-73355 in the Real Property Records of Denton County (the "Original SPA"); and

WHEREAS, the District and the City thereafter amended and restated the Original SPA pursuant to that certain Amended and Restated Strategic Partnership Agreement on February 20, 2025 and recorded as Instrument No. 27735 in the Real Property Records of Denton County (the "First Amended SPA"); and

WHEREAS, since the adoption of the Original SPA and the First Amendment, the District has expanded its boundaries within the extraterritorial jurisdiction of the City; and

WHEREAS, the City and the District, by executing this Agreement, wish to amend and restate the Original SPA, as amended, to reflect the new boundaries of the District and to expand that portion of the District subject to limited purpose annexation by the City; and

WHEREAS, the District encompasses approximately 1,025.96 acres, all of which is within the City's extraterritorial jurisdiction and contiguous to the City's corporate boundaries, described by metes and bounds and depicted on Exhibit "A" (the "Property"); and

WHEREAS, this Agreement authorizes the City to annex all or certain portions of the Property for limited purposes for the purpose of collecting Sales and Use Tax Revenues (hereinafter defined) within such tracts designated for commercial use and to annex all of the Property for full purposes upon the terms contained herein; and

WHEREAS, pursuant to this Agreement, the City will remit to the District fifty percent (50%) of all Sales and Use Tax Revenues (hereinafter defined); and

WHEREAS, the City and the District acknowledge that this Agreement provides benefits to each party, including revenue, services and regulatory benefits.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE I
FINDINGS

A. The District is a municipal utility district encompassing approximately 1,025.96 acres that are within the City's extraterritorial jurisdiction.

B. The District was created by the Texas Commission on Environmental Quality (the "TCEQ"), pursuant to Article XVI, Section 59, and Article III, Section 52(b)(3), of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, as amended.

C. On August 18, 2020, the City Council adopted Resolution No. 20-1379 consenting to the creation of the District (the "Consent Resolution").

D. The Parties entered into the Original SPA on June 18, 2024 and recorded as Instrument No. 2024-73355 in the Real Property Records of Denton County; and amended and restated the Original SPA pursuant to that certain First Amended SPA on February 20, 2025 and recorded as Instrument No. 27735 in the Real Property Records of Denton County.

E. The District provided notice of two public hearings concerning the adoption of this Agreement following the District's notification procedures for other matters of public importance, in accordance with the procedural requirements of the Act.

F. The Board of Directors of the District conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on July 31, 2025, at 12:00 p.m. at 1213 Country Club Road, Argyle, Texas 76226, and on September 11, 2025, at 12:00 p.m. at 1213 Country Club Road, Argyle, Texas 76226.

G. The Board of Directors of the District adopted and approved this Agreement on September 11, 2025, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code.

H. The City provided notice of two public hearings concerning the adoption of this Agreement by publishing said notices in a newspaper of general circulation in the City and in the District, in accordance with the procedural requirements of the Act.

I. The City Council conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in

accordance with the procedural requirements of the Act, on_____, 2025, at_____p.m. at the City Council Chambers, and on_____, 2025, at _____p.m. at the City Council Chambers.

J. The City Council adopted and approved this Agreement on_____, 2025, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code, which approval occurred after the Board of Directors of the District approved this Agreement.

K. All procedural requirements imposed by law for the adoption of this Agreement have been met.

L. In accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other.

M. The Act authorizes the City and the District to enter into this Agreement to define the terms under which services, if any, will be provided to City and the District and under which the District will continue to exist after the Property is annexed for limited purposes pursuant to this Agreement.

N. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District.

O. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services.

P. The City and the District negotiated this Agreement by mutual consent; the terms of the Agreement are not a result of the City's annexation plan or any arbitration between the City and District.

ARTICLE II
DEFINITIONS

Terms used in this Agreement shall have the following meanings:

"Act" means the Texas Local Government Code, Section 43.0751, and any amendments thereto.

"Agreement" means this Strategic Partnership Agreement between the City and the District.

"Board of Directors" means the Board of Directors of the District.

"City" means the City of Denton, Texas, a home rule municipality of the State of Texas.

"City Manager" means the chief administrative employee of the City, or his or her authorized designee.

"City Council" means the City Council of the City.

"City Share" means the City's share of the Sales and Use Tax Revenues as defined by Section 4.2 of this Agreement.

"Comptroller" means the Comptroller of Public Accounts for the State of Texas.

"Consent Resolution" means the City's Resolution No. 20-1379 consenting to the creation of the District.

"Development Agreement" means the Amended and Restated Development Agreement by and among the City, the District, and VS Development, LLC, a Texas limited liability company, effective January 7, 2025, as amended pursuant to that First Amendment to Amended and Restated Development Agreement Concerning the District, effective _____, 2025, regarding development of the Property, and any subsequent amendments and/or restatements thereto.

"District" means Denton County Municipal Utility District No. 16.

"District Share" means the District's share of the Sales and Use Tax Revenues as defined by Section 4.2 of this Agreement.

"ETJ" means the extraterritorial jurisdiction of a city as defined by the Local Government Code, as amended.

"Effective Date" means the date on which the City adopts this Agreement, after it has been approved, adopted, and executed by the District.

"Government Code" means the Texas Government Code, as amended.

"Implementation Date" means the date the limited-purpose annexation ordinance is passed by City Council pursuant to Section 3.4.

"Limited Purpose Annexation Period" means the period commencing on the effective date of the limited purpose annexation and ending upon the full purpose annexation or disannexation of such property.

"Limited Purpose Property " means the property in the District that is within the City's ETJ and is annexed pursuant to Section 3.4.

"Local Government Code" means the Texas Local Government Code, as amended. "Notice"

means notice as defined in Section 9.1 of this Agreement.

"Party" means, individually, the City or the District, their successors and assigns as permitted by Section 8.8 of this Agreement.

"Property" means the approximately 1,025.96 acres located within the District and partially or wholly within the City's extraterritorial jurisdiction, described by metes and bounds and

depicted on Exhibit "A."

"Sales and Use Tax Revenues" means those revenues received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the District pursuant to the Act and Chapter 321 of the Tax Code and whose use is not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority or applicable law, ordinance, rule or regulation.

"Tax Code" means the Texas Tax Code, as amended.

ARTICLE III
ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION

3.1 Public Hearings. The District and the City acknowledge and agree that prior to the execution of this Agreement, the governing bodies of the District and the City have conducted two public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement and Chapter 551 of the Government Code. The District shall pay fees related to noticing required by the Act.

3.2 Effective Date; Amendment to Original Agreement. Pursuant to Subsection (c) of the Act, this Agreement is effective on the date of adoption of this Agreement by the City. The District and the City agree and acknowledge that, as of the effective date, this Agreement shall supersede and control over all previous strategic partnership agreements regarding the District between the City and the District, including the Original SPA and the First Amended SPA.

3.3 Filing in Property Records. The District shall file this Agreement in the Real Property Records of Denton County, Texas. This Agreement binds each owner and future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

3.4 Limited Purpose Annexation. The District and the City agree that the City may annex all or any portion of the District for the limited purpose of collecting Sales and Use Tax Revenues within the District pursuant to Subsection (k) of the Act. The District acknowledges that the City Council may adopt one or more limited purpose annexation ordinances at one or more meetings conducted in accordance with Chapter 551 of the Government Code and further acknowledges that no additional notices, hearings or other procedures are required by law in order to approve such limited purpose annexations. The City may annex for limited purposes any portion of the District at any time.

3.5 Limited Purpose Property and Sales and Use Tax Revenues. For purposes of this Agreement, any property the City annexes for the limited purpose of collecting sales tax shall collectively be referred to as the "Limited Purpose Property"; and the sales and use taxes collected within the Limited Purpose Property shall be referred to as the "Sales and Use Tax Revenue".

3.6 Consent to Limited Purpose Annexation. The District, on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Limited Purposes Property for limited purposes as provided in this Agreement. The District

expressly consents to annexation, from time to time, and to the collection of Sales and Use Tax Revenues by the City within such Limited Purpose Property. Such consent shall bind the District and all current and future owners of land within the District.

ARTICLE IV
TAXATION AND PROVISIONS OF SERVICES

4.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the District pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at the rate allowed under the Tax Code and imposed by the City. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.2 Payment of Sales and Use Tax. In return for the benefits received by the City pursuant to this Agreement, the City shall pay to the District an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues collected within the District commencing upon the effective date of the limited purpose annexation of the property within the District. All amounts payable to the District are hereafter referred to as the "District Share." The City shall pay the District Share within thirty (30) days after the City receives the sales tax report reflecting such Sales and Use Tax Revenues from the Comptroller. Any payment of the District Share not made within such thirty (30) day period shall bear interest calculated in accordance with Section 2251.025 of the Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the "City Share").

4.3 Use of the Sales and Use Tax Revenues. The District may use the District Share for any lawful purpose. The City may use the City Share for any lawful purpose.

4.4 Delivery of Sales Tax Reports to District. The City shall deliver to the District a condensed version of each monthly area sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the District within thirty (30) days of City's receipt of the sales tax report.

4.5 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Section 321.102 of the Tax Code, after the City Council annexes any portion of the Limited Purpose Property for limited purposes.

4.6 Termination of Sales and Use Tax Sharing. Upon termination of this Agreement, the City shall have no further financial obligation to the District pursuant to this Agreement.

4.7 City Audit Rights. The District is required by law to prepare an annual audit within one hundred twenty (120) days after the close of the District's fiscal year, subject to the exemptions provided under Section 49.198 of the Texas Water Code allowing for the District to file annual financial reports with the executive director of the TCEQ in lieu of conducting an annual audit if it meets certain criteria. The District shall provide a copy of its annual audit or annual financial report to City within thirty (30) days after the audit or financial report is completed. City may audit the District's expenditures made with the Sales and Use Tax revenue paid under Section 4.2, solely to determine whether the expenditures have been made by the District in accordance with Section

4.3. Any audit shall be made at City's sole cost and expense and may be performed at any time during regular business hours by City's internal auditors or an independent auditing firm on thirty (30) days written notice to the District. For the purpose of any audits made by the City, the District shall maintain and make available to City or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form maintained sufficient to reflect the expenditure of all Sales and Use Tax revenues that are subject to this Agreement.

ARTICLE V
FULL PURPOSE ANNEXATION

5.1 Full Purpose Annexation and Conversion Date. In accordance with the provisions of Section 43.0751(f)(5) of the Act, the District consents to the full purpose annexation of the District by the City at any time on or after one hundred percent (100%) of the land in the District capable of being developed has been developed with water, sanitary sewer, and drainage facilities and roads (collectively, "Facilities") and the District has issued its bonds to fully reimburse the developer of such Facilities to the fullest extent allowed under the then current rules of the Texas Commission on Environmental Quality. The City agrees not to annex the District for full municipal purposes prior to such time. At least one hundred eighty (180) days prior to the date the City intends to annex the District, the City shall provide the District with a written notice of intent to annex the District and the date planned for annexation, which date shall constitute the "Full Purpose Annexation Conversion Date" under the Act. The City further agrees that the full purpose annexation of the District by the City is further subject to the limitations contained in the Development Agreement.

5.2 Assumption of District Duties. Prior to the Full Purpose Annexation Conversion Date, the District remains authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District during the period preceding full-purpose annexation and conversion. The District agrees that beginning on the Effective Date and until the Full Purpose Annexation Conversion Date, the District shall maintain all of its roadway, property and utility infrastructure in good condition and repair. Upon the Full Purpose Annexation Conversion Date, Sections 43.075(c) and (d) of the Act shall apply, and: (i) the City shall succeed to the powers, duties, assets, and obligations of the District; and (ii) the City shall take over all the Property and other assets of the District, assume all the debts, liabilities, and obligations of the District, and perform all the functions of the District. The City and the District agree to fully comply with all requirements in Section 43.075 of the Texas Local Government Code.

ARTICLE VI
TERM

This Agreement commences and binds the Parties on the Effective Date and continues until (i) the Full Purpose Annexation Conversion Date or (ii) the date that the City disannexes the Limited Purpose Property. Any rights or privileges of the Parties and their successors or assigns under this Agreement will terminate upon the expiration or termination of this Agreement. If the City elects to annex the Limited Purpose Property for full purposes or disannex the Limited Purpose Property, the City will provide written notice to the District at least one hundred eighty (180) days before such annexation or disannexation. If the District elects to dissolve, it shall

provide written notice to the City at least one hundred eighty (180) days before the dissolution.

ARTICLE VIII
BREACH, NOTICE AND REMEDIES

8.1 Notification of Breach. If either Party commits an alleged breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the alleged breach in reasonable detail. A Party receiving such Notice shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the purportedly breaching Party. The Parties shall make available to each other such records, documents, or other information necessary to make these determinations upon reasonable written request.

8.2 Cure of Breach. The breaching Party shall commence curing such breach within fifteen (15) calendar days after receipt of Notice of the breach and shall complete the cure within thirty (30) calendar days from the date of commencement of the cure; however, if the breach is not reasonable susceptible to cure by the breaching Party within such thirty (30) day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the breach within such thirty (30) day period and diligently completes the cure within a reasonable time without unreasonable cessation. A Party providing Notice of a breach may provide for a longer period of time to cure the alleged failure within its written notice

8.3 Remedies for Breach. If the breaching Party does not cure such material breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE IX
ADDITIONAL PROVISIONS

9.1 Notices. All required notices under this Agreement ("Notice") shall be in writing and shall become effective as follows: (a) on the tenth (10^{th}) business day after being deposited with the United States mail service, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the Party to be notified; (b) on the day delivered by private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in persona and delivery by regular mail. All Notices given pursuant to this section shall be addressed as follows:

To the City: City of Denton Attn: City Manager
215 E. McKinney St.
Denton, Texas 76201

Fax: (940) 382-7923
Email: Sara.Hensley@cityofdenton.com

With a copy to:
City of Denton
Attn: City Attorney
215 E. McKinney St.
Denton, TX 76201
Email: Mack.Reinwand@cityofdenton.com

If to the District:
Denton County Municipal Utility District No. 16
Attn: President, Board of Directors
c/o Coats Rose, P.C.
16000 N. Dallas Parkway, Suite 350
Dallas, Texas 75248
Email: mkoehne@coatsrose.com

With a copy to:
Attn: Mindy L. Koehne
c/o Coats Rose, P.C.
16000 N. Dallas Parkway, Suite 350
Dallas, Texas 75248
Email: mkoehne@coatsrose.com

9.2 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.3 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Denton County, Texas, and hereby submit to the jurisdiction of the courts of Denton County, Texas, and agree that any such court with proper jurisdiction shall be a proper forum for the determination of any dispute arising hereunder.

9.4 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Open Meetings Act) and the individual executing this Agreement on behalf of the District has been authorized to do so.

9.5 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9.6 Changes in State or Federal Law. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement and legally possible.

9.7 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts as the other Party may reasonably request to effectuate the terms of this Agreement.

9.8 Assignability, Successors and Assigns. This Agreement shall not be assignable by any Party without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, partners, employees, representatives, agents, vendors, grantees and/or trustees, heirs, executors, administrators, legal representatives, successors and assigns, as authorized herein. No assignment by a Party will be valid or enforceable unless all of the following conditions have been satisfied:

a. The assignment of the Agreement must be evidenced by a recordable document (the "Assignment"), the form of which must be approved in writing by the Parties (such approval not to be unreasonably withheld);

b. The Assignment must expressly contain, among other reasonable requirements and/or conditions of the Parties, an acknowledgment and agreement that all obligations, covenants, and/or conditions contained in the Agreement will be assumed solely and completely by the assignee, and also contain the name, address, phone number, and electronic mail address of the assignee;

c. the Assignor must file any approved, executed Assignment in the Land Records of Denton County, Texas; and

d. Assignor shall provide the other Party with a file-marked copy of the Assignment within ten (10) days of filing the same.

9.9 Amendment. This Agreement may be amended only by written agreement with approval of the governing bodies of both the City and the District; however, the defined term "Property" shall be automatically amended, without any further action required by either Party, to include any property that is (i) within the City's ETJ and (ii) annexed into or otherwise included within the District after the Effective Date of this Agreement (the "Additional Property"), and the Parties hereby agree that the terms of this Agreement shall automatically apply to any Additional

Property upon annexation of Additional Property into the District, without any further action required by either Party.

9.10 Interpretation. The Parties acknowledge that each Party (and if it so chooses, its counsel) has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. Unless otherwise specified, as used in this Agreement, the term "including" means "including, without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined. Headings in this Agreement are for the convenience of the Parties are not intended to be used in construing this document.

9.11 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District. Neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

9.12 Governmental Powers. By execution of this Agreement, neither the City nor the District waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant to this section. The City and the District mutually waive their governmental immunity from suit and liability only as to any action brought by a Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the District has with respect to suits against the City or the District by persons or entities not a party to this Agreement.

9.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A Legal Description and Map of Property

9.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

9.15 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement, and the recitals are incorporated as part of the Agreement's terms.

9.16 Voting Rights in the District. Upon annexation of any portion of the District for limited purposes by City, any qualified voters within that portion of the District may vote in City elections, pursuant to Local Government Code §43.130(a). Voting rights are subject to all state

and federal laws and regulations. City will comply with all the notice requirements as set forth in §43.130 of the Local Government Code, as it now exists or hereafter amended.

9.17 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws. By entering into and executing this Agreement, City does not in any way waive, limit, or surrender its sovereign immunity.

9.18 Authority for Execution. All signatories certify and represent that the execution of this Agreement is duly authorized and adopted in conformity with applicable law, and the signatory has been provided with all authority, consent, and/or permissions necessary to bind his/her respective principal to the terms set forth in this Agreement. The District certifies and represents that the execution of this Agreement is duly authorized and adopted by its Board of Directors.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CITY OF DENTON

By: _____
Sara Hensley, City Manager

ATTEST:

_____
Lauren Thoden, City Secretary

APPROVED AS TO FORM:

_____
Mack Reinwand, City Attorney

DISTRICT

By: _____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

APPROVED AS TO FORM:

_____
Mindy L. Koehne, Attorney for the District

THE STATE OF TEXAS §
§
COUNTY OF Denton §

This instrument was acknowledged before me on the 11 day of September, 2025, by Benjamin Rust, President of the Board of Directors of Denton County Municipal Utility District No. 16, a municipal utility district, on behalf of said municipal utility district.

AARON BRADSHAW
Notary Public, State of Texas
Comm. Expires 11-11-2028
Notary ID 13516442-6

_____
Notary Public, State of Texas

EXHIBIT "A"
The Property

PARCEL NO. 1 (2 TRACTS) – 552.985 ACRES

EXHIBIT "A"

TRACT 1:

BEING a tract of land situated in the Uberto Allen Survey, Abstract No. 14, William Stonham Survey, Abstract No. 1145 and the Harris Young Survey, Abstract No. 1450, Denton County, Texas and being the remaining portion of a called Tract One (153.488-acres) described in a General Warranty Deed to Olex (United States), Inc., f/k/a Olex Corporation N. V., recorded in Volume 1129, Page 185, Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum TXDOT right of way disk found on the westerly line of said Tract One (153.488-acres), for the northwest corner of a called Parcel 17, described in an Agreed Judgment to the State of Texas, recoded in Instrument No. 2012-80554, Official Records of Denton County, Texas, same being the northeast corner of a called Parcel 16, described in a Deed to the State of Texas, recorded in Instrument No. 2009-71718, Official Records of Denton County, Texas, same also being the current northerly right of way line of U. S. Highway 380, a variable width right of way;

THENCE North 00°02'22" West, departing the northerly right of way line of said U. S. Highway 380, along the westerly line of said Tract One (153.488-acres) and generally along a barbed wire fence, a distance of 2,236.16 feet to a metal fence corner post found for the northwest corner of said Tract One (153.488-acres), same being the southwest corner of a called 1.931-acre tract of land, described in a Special Warranty Deed to Vangard Wireless, LP, recorded in Instrument No. 2005-79339, Official Records of Denton County, Texas;

THENCE South 89°58'24" East, along the northerly line of said Tract One (153.488-acres), the southerly line of said 1.931-acre tract, the southerly line of a called 5.00-acre tract of land, described in a Warranty Deed to Amanda Noles Nelson, recorded in Instrument No. 2013-92845, Official Records of Denton County, Texas, the southerly line of a called 19.6390-acre tract of land, described in a Special Warranty Deed to Nancy Kay Jones, recorded in Instrument No. 2010-57685, Official Records of Denton County, Texas, the southerly line of Lot 1 and Lot 2, Block A of Myers Farm, an addition to the City of Denton, according to the final plat, recorded in Document No. 2011-77, Plat Records of Denton County, Texas, and generally along a barbed wire fence, a distance of 2091.05 feet to a 1/2-inch iron rod with a yellow plastic cap found for the southeast corner of said Lot 2, same being the southeast corner of Lot 3, Block A of said Myers Farm;

THENCE South 89°53'09" East, continuing along the northerly line of said Tract One (153.488-acres), the southerly line of said Lot 3 and the southerly line of a called 21.1455-acre tract of land described in a Special Warranty Deed to Janis June Myers, recorded in Instrument No. 2010-57683, Official Records of Denton County, Texas, and generally along a barbed wire fence, a distance of 1368.48 feet to a 1/2-inch iron rod found for the northeast corner of said Tract One (153.488-acres) and the southeast corner of said 21.1455-acre tract, same being on the westerly right of way line of F. M. 156, a variable width right of way;

THENCE South 17°28'47" West, along the easterly line of said Tract One (153.488-acres) and the westerly right of way line of said F. M. 156, a distance of 94.26 feet to a 5/8-inch iron rod with

a red plastic cap, stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 15°08'00", a radius of 5659.58 feet, a chord bearing and distance of South 21°13'35" West, 1490.50 feet, from said point, a wooden right of way marker bears South 13°42' West, 3.93 feet;

THENCE in a southwesterly direction, continuing along the easterly line of said Tract One (153.488-acres) and the westerly right of way line of said F. M. 156, along said curve to the right, an arc distance of 1494.85 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 03°03' West, 1.20 feet;

THENCE South 28°47'35" West, continuing along the easterly line of said Tract One (153.488-acres) and the westerly right of way line of said F. M. 156, a distance of 556.36 feet to an aluminum TXDOT right of way disk found for the northeast corner of aforesaid Parcel 17, same being the intersection of the westerly right of way line of said F. M. 156 with the northerly right of way line of aforesaid U. S. Highway 380;

THENCE in a westerly direction, departing the westerly right of way line of said F. M. 156, along the northerly line of said Parcel 17 and the northerly right of way line of said U. S. Highway 380, the following:

North 61°04'40" West, a distance of 679.63 feet to an aluminum TXDOT right of way disk found for corner;

South 78°35'46" West, a distance of 296.07 feet to an aluminum TXDOT right of way disk found for corner;

South 38°16'12" West, a distance of 548.81 feet to an aluminum TXDOT right of way disk found for corner;

South 62°08'29" West, a distance of 218.57 feet to an aluminum TXDOT right of way disk found for corner;

South 86°00'46" West, a distance of 322.43 feet to an aluminum TXDOT right of way disk found for corner;

North 90°00'00" West, a distance of 469.04 feet to an aluminum TXDOT right of way disk found for corner;

North 87°16'23" West, a distance of 413.60 feet to the **POINT OF BEGINNING** and containing 144.086 acres (6,276,387 square feet) of land, more or less.

TRACT 2:

BEING a tract of land situated in the George W. Anderson Survey, Abstract No. 12, Uberto Allen Survey, Abstract No. 14, Edward F. Anderson Survey, Abstract No. 16, B. B. B & C. RR. Co. Survey, Abstract No. 168, B. B. B & C. RR. Co. Survey, Abstract No. 188, William Stonham Survey, Abstract No. 1145 and the Harris Young Survey, Abstract No. 1450, Denton County, Texas and being a portion of a called Tract Three (425.898-acres) described in a General Warranty Deed to Olex (United States), Inc., f/k/a Olex Corporation N. V., recorded in Volume 1129, Page 185, Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum TXDOT right of way disk found on the easterly line of said Tract Three (425.898-acres), for the southeast corner of a called Parcel 15, described in an Agreed Judgment to the State of Texas, recoded in Instrument No. 2012-80554, Official Records of Denton County, Texas, same being the intersection of the current southerly right of way line of U. S. Highway 380, a variable width right of way with the westerly right of way line of F. M. 156, a variable width right of way;

THENCE in a southerly direction, departing the southerly right of way line of said U. S. Highway 380, along the easterly line of said Tract Three (425.898-acres) and the westerly right of way line of said F. M. 156, the following:

South 28°45'02" West, a distance of 581.24 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 03°49'00", a radius of 5659.58 feet, a chord bearing and distance of South 30°39'32" West, 376.93 feet;

in a southwesterly direction, along said curve to the right, an arc distance of 377.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

South 27°44'04" West, a distance of 118.70 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 44°02' West, 3.82 feet;

South 32°34'02" West, a distance of 1000.02 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 42°17' West, 2.01 feet;

South 38°16'40" West, a distance of 100.50 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 44°22' West, 2.44 feet;

South 32°34'02" West, a distance of 1900.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner, from which, a wooden right of way marker bears South 27°02' West, 8.82 feet;

South 26°51'24" West, a distance of 100.50 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

South 32°34'02" West, a distance of 924.50 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the beginning of a tangent curve to the left having a central

angle of 6°27'51", a radius of 2924.79 feet, a chord bearing and distance of South 29°20'06" West, 329.80 feet;

in a southwesterly direction, with said curve to the left, an arc distance of 329.97 feet to a PK nail with a washer, stamped "KHA" set in an asphalt road, known as Old Stoney Road, an apparent public use roadway, no record found, for the southeast corner of said Tract Three (425.898-acres);

THENCE South 89°39'42" West, departing the westerly right of way line of said F. M. 156, along the southerly line of said Tract Three (425.898-acres) and along said Old Stoney Road, a distance of 1706.19 feet to a 1/2-inch iron rod found for the southwest corner of said Tract Three (425.898-acres);

THENCE North 00°02'12" West, departing said Old Stoney Road and along the westerly line of said Tract Three (425.898-acres), a distance of 5443.65 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set on the southerly line of a called Parcel 14, described in a Deed to the State of Texas, recorded in Instrument No. 2008-19039, Official Records of Denton County, Texas, same being the current southerly right of way line of aforesaid U. S. Highway 380;

THENCE in an easterly direction, departing the westerly line of said Tract Three (425.898-acres) and along the southerly right of way line of said U. S. Highway 380, the following:

THENCE South 87°16'23" East, departing the westerly line of said Tract Three (425.898-acres) and along the southerly right of way line of said U. S. Highway 380, passing at a distance of 8.26 feet, an aluminum TXDOT right of way disk found for the south common corner of said Parcel 14 and aforesaid Parcel 15, continuing for a total distance of 1274.95 feet to a point for corner;

THENCE North 63°54'58" East, continuing along the southerly right of way line of said U. S. Highway 380, a distance of 37.31 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 00°02'12" East, departing the southerly right of way line of said U. S. Highway 380 and crossing said Tract Three (425.898-acres), a distance of 472.87 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 89°57'48" East, continuing across said Tract Three (425.898-acres), a distance of 654.35 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 49°55'24", a radius of 78.50 feet, a chord bearing and distance of North 21°16'23" East, 66.26 feet;

THENCE in a northeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the right, an arc distance of 68.40 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a reverse curve to the left having a central angle of 46°16'17", a radius of 30.00 feet, a chord bearing and distance of North 23°05'56" East, 23.57 feet;

THENCE in a northeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the left, an arc distance of 24.23 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 00°02'12" West, continuing across said Tract Three (425.898-acres), a distance of 381.71 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 45°35'01" West, continuing across said Tract Three (425.898-acres), a distance of 28.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner on the southerly right of way line of said U. S. Highway 380 and the southerly line of aforesaid Parcel 15;

THENCE North 88°52'11" East, along the southerly right of way line of said U. S. Highway 380, a distance of 130.02 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 44°24'59" West, departing the southerly right of way line of said U. S. Highway 380 and crossing said Tract Three (425.898-acres), a distance of 28.55 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 00°02'12" East, continuing across said Tract Three (425.898-acres), a distance of 379.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 45°02'12" East, continuing across said Tract Three (425.898-acres), a distance of 70.71 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 89°57'48" East, continuing across said Tract Three (425.898-acres), a distance of 700.88 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 10°06'19", a radius of 782.50 feet, a chord bearing and distance of South 84°59'03" East, 137.83 feet;

THENCE in a southeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the right, an arc distance of 138.01 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 79°55'53" East, continuing across said Tract Three (425.898-acres), a distance of 162.37 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 21°10'04", a radius of 1422.50 feet, a chord bearing and distance of South 69°20'51" East, 522.55 feet;

THENCE in a southeasterly direction, continuing across said Tract Three (425.898-acres), with said curve to the right, an arc distance of 525.54 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 58°45'49" East, continuing across said Tract Three (425.898-acres), a distance of 457.65 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 31°14'11" East, continuing across said Tract Three (425.898-acres), a distance of 386.56 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner on the southerly right of way line of said U. S. Highway 380 and the southerly line of aforesaid Parcel 15, from said corner, a found aluminum TXDOT right of way disk bears North 61°21'38" West, 25.03 feet;

THENCE South 61°21'38" East, along the southerly right of way line of said U. S. Highway 380, a distance of 214.91 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 54°31'02" East, continuing along the southerly right of way line of said U. S. Highway 380, a distance of 100.71 feet to an aluminum TXDOT right of way disk found for corner;

THENCE South 61°21'39" East, continuing along the southerly right of way line of said U. S. Highway 380, a distance of 91.38 feet to the **POINT OF BEGINNING** and containing 408.899 acres (17,811,656 square feet) of land, more or less.

PARCEL NO. 2 (2 TRACTS) – 356.425 ACRES

4. Legal description of land:
TRACT 1:

All that certain lot, tract or parcel of land lying and being situated in the SARAH WINFREY SURVEY, ABSTRACT No. 1319, County of Denton, State of Texas, and being all of Tracts One, Two, Three and Five as conveyed by deed dated September 8, 1971, from Jerry A. Garrett, et al, to Don E. Hickey, as shown on record in Volume 628, Page 596, of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a fence corner post in the South boundary line of a public road and being the Northwest corner of Tract One of said Don E. Hickey property;

THENCE South 89° 07' 21" East, along the South boundary line of public road, 2970.74 feet to a concrete monument for the Northeast corner of Tract Three;

THENCE South 00° 33' West, with fence 2760.4 feet to a concrete monument for the Southeast corner of Tract Five, and being in the North boundary line of U.S. Highway No. 380;

THENCE North 88° 09' West, along the North boundary line of said Highway No. 380, 2052.11 feet to a concrete monument for corner;

THENCE South 01° 51' West, 10.00 feet to a concrete monument for corner and being in the North boundary line of U.S. Highway No. 380;

THENCE North 88° 09' West, 893.00 feet to a concrete monument for corner in the North boundary line of the past mentioned highway, and being the Southwest corner of Tract Two of the Don E. Hickey property;

THENCE North along fence line, 2629.7 feet to the POINT OF BEGINNING and containing 182.827 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

TRACT 2:

All that certain 173.598 acre tract or parcel of land situated in the SARAH WINFREY SURVEY, ABSTRACT No. 1319, being part of a called 285.91 acre tract conveyed to Henry A. Hudson, III, and recorded in Volume 994, Page 621, Deed Records, Denton County, Texas; said 173.598 acre tract being more particularly described as follows:

BEGINNING at the most westerly-northwest corner of said 285.91 acre tract at a set 1/2" rebar in a North line of said Winfrey Survey, same being a South line of the BBB & CRR Company Survey, Abstract No. 157, same being in Jackson Road;

THENCE North 89° 34' 09" East with said survey line, a distance of 1247.89 feet to a set 1/2" rebar for the Southeast corner of said BBB & CRR Company Survey; same being the Southeast corner of a tract conveyed to C. W. Buckley and recorded in Volume 364, Page 567, Deed Records, Denton County, Texas;

THENCE North 00° 35' 48" East with a common line between the Winfrey and BBB & CRR Surveys, a distance of 413.69 feet, passing across Jackson Road to a set 1/2" rebar for the Southwest corner of the I & GMRY Company Survey, Abstract No. 1498;

THENCE South 89° 36' 04" East with the South line of said I & GMRY Survey, a distance of 68.11 feet to a set 1/2" rebar at the Northwest corner of the Hutchens Addition, an Addition to Denton County, Texas, as shown by Plat recorded in Cabinet E, Slide 18, Plat Records, Denton County, Texas;

THENCE South 00° 23' 56" West, crossing said Jackson Road with the West line of said Hutchens Addition, a distance of 464.24 feet to a found 1/2" rebar for the Southwest corner of said Hutchens Addition;

THENCE North 88° 43' 58" East with the South line of said Hutchens Addition, a distance of 1328.43 feet to the Southeast corner of said Addition; said point being in the East line of said Winfrey Survey;

THENCE South 00° 09' 56" West with said survey line generally with a fence and crossing South Hickory Creek, continuing a total distance of 2873.66 feet to a set 1/2" rebar in the North Right-of-Way line of U.S. 380; and being in the North boundary line of a tract conveyed to the State of Texas for highway purposes, as shown of record in Volume 11, Page 327 of the Civil Minutes of County Court, Denton County, Texas;

THENCE North 87° 05' 26" West with said Right-of-Way, a distance of 1336.33 feet to a concrete Right-of-Way Monument on the South bank of South Hickory Creek;

THENCE South 06° 44' 17" West with said Right-of-Way, a distance of 39.52 feet to a concrete Right-of-Way Monument;

THENCE North 87° 05' 26" West with said Right-of-Way, a distance of 1347.10 feet to a concrete monument at the Southeast corner of a called Tract Five conveyed to Don E. Hickey and recorded in Volume 628, Page 596, Deed Records, Denton County, Texas;

THENCE North 00° 58' 53" East, passing concrete monuments at 587.94 feet and 2759.16 feet also crossing over South Hickory Creek, continuing a total distance of 2789.16 feet to the POINT OF BEGINNING, containing in all 173.598 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

PARCEL NO. 3 (1 TRACT): 96.921 ACRES

Being a tract of land situated in the Sarah Winfrey Survey, Abstract No. 1319, Denton County, Texas, and being all of the remainder of a called 34.9125 acres tract of land described in Deed to Billy and Jean Family Partners, LTD as recorded in Vol. 4389, Pg. 2315, Real Property Records, Denton County, Texas and being all the remainder of a tract of land described in Deed to Billy and Jean Family Partners, LTD. as recorded in Vol. 4389, Pg. 2311, said Real Property Records, and being more particularly described herein as follows;

BEGINNING at a TXDOT right-of-way concrete monument found in the North Right-of-Way line of U.S. Highway 380 (a public rood) for the Southeast corner of said 34.9125 acres remainder tract common to the Southwest corner of a called 71.556 acres tract of land (Tract Two) described in Deed to Don Hickey as recorded in Vol. 628, Pg. 596, Deed Records, Denton County, Texas;

THENCE North 87 degrees 17 minutes 07 seconds West. with the South line of said 34.9125 acres remainder tract common to the North line of said Highway 380, passing the Southwest corner thereof common to the Southeast corner of said Family Partners remainder tract (4389/2311), and continuing along said course, with the South line thereof, a distance of 2781.11 feet to a "Mag" nail set in George Owens Road (a public rood) for the Southwest corner of said Family Partners remainder tract (4389/2311);

THENCE North 00 degrees 10 minutes 56 seconds East, with the West line of said Family Partners remainder tract (4389/2311), along said George Owens Road, a distance of 1545.96 feet to a 'Mag" nail set for the Northwest corner of said Family Partners remainder tract (4389/2311) common to the Southwest corner of a called 47.452 acres tract of land described in Deed to Terry Bagley and Jerry Bagley as recorded in Inst. No. 2018-29869, Official Records, Denton County, Texas;

THENCE North 87 degrees 58 minutes 01 seconds East, with the North line of said Family Partners remainder tract (4389/2311) common to the South line of said 47.452 acres tract, passing at a distance of 20.83 feet a steel fence corner post found for reference, and continuing along said course, passing the Northeast corner of said Family Partners remainder tract (4389/2311) common to the Northwest corner of said 34.9125 acres remainder tract, and continuing along said course, with the North line thereof, a total distance of 2054.93 feet to a 1/2 inch capped iron rod stamped (COLEMAN-4001) found for the Northeast corner of said 34.9125 acres remainder tract common to the most Westerly Northwest corner of a called 18.589 acres tract of land described in Deed to Terry Bagley and Jerry Bagley as recorded in· Inst. No. 2024-28247, said Official Records, from which a 1/2 inch capped iron rod found at the Southeast corner of said 47.452 acres tract bears North 87 degrees 58 minutes 03 seconds East, a distance of 225.13 feet;

THENCE South 00 degrees 03 minutes 48 seconds East, with an East line of said 34.9125 acres remainder tract common to the West line of said 18.589 acres tract, a distance of 545.62 feet to a 3 inch steel fence corner post found for and interior corner of said 34.9125 acres remainder tract common to the Southwest corner of said 18.589 acres tract;

THENCE North 87 degrees 43 minutes 26 seconds East, with a North line of said 34.9125 acres remainder tract common to the South line of said 18.589 acres tract, along and near a fence, a

distance of 724.04 feet to a 5/8 inch capped iron rod stamped "VAUGHNS SURVEY CO." (typical) set near a steel fence corner post in the West line of said 71.556 acres tract for the most Easterly Northeast corner of said 34.9125 acres remainder tract common to the Southeast corner of said 18.589 acres tract, from which a concrete monument found at the Northwest corner of said 71.556 acres tract bears North 00 degrees 12 minutes 55 seconds East. a distance of 707.18 feet;

THENCE South 00 degrees 12 minutes 55 seconds West, with the East line of said 34.9125 acres remainder tract common to the West line of said 71.556 acres tract, along and near a fence, a distance of 1233.72 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited 96.921 acres of land, more or less.

PARCEL NO. 4 (1 TRACT): 19.62 ACRES

Being a 19.620 acre tract of land within the A.P. Vaughan Survey, Abstract Number 1316, with Denton County, being all of a tract of land described to Nancy Kay Jones by deed recorded in Instrument Number 2010-57685, Official Public Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rebar capped "ARTHUR" found for the northeast corner of said Jones tract, same being the northwest corner of Lot 1, Block A of Myers Farm, an addition to Denton County, as recorded in Instrument Number 2011-77, Official Public Records, Denton County, Texas also being a point lying on the south right-of-way line of Jackson Road (Variable Width right-of-way);

THENCE South 00 degrees 14 minutes 08 seconds West, departing the south right-of-way line of said Jackson Road, with the west line of s aid Lot 1, a distance of 856.13 feet to a 1/2 inch rebar capped "ARTHUR" found for the southwest corner of said Lot 1, same being a point on the north line of the north line of a tract of land described to Tri Pointe Homes DFW, LLC and First Texas Homes, Inc. by deed recorded in Instrument Number 2022-41071, Official Public Records, Denton County, Texas;

THENCE South 89 degrees 54 minutes 58 seconds West, with the north line of said Tri Pointe Homes tract, a distance of 1002.44 feet to a point for the southeastern most corner of a tract of land described to Amanda Noles Nelson by deed recorded in Instrument Number 2013-92845, Official Public Records, Denton County, Texas from which a PK nail on a post found bears North 08 degrees 47 minutes 43 seconds East, a distance of 2.1 feet;

THENCE North 00 degrees 03 minutes 32 seconds West, departing the north line of said Tri Pointe Homes tract, with the east line of said Nelson tract, a distance of 845.31 feet to a 1/2 inch rebar with an illegible cap found for the northeast corner of said Nelson tract, same being a point on the south right-of-way line of said Jackson Road;

THENCE North 89 degrees 18 minutes 05 seconds East, with the south right-of-way line of said Jackson Road, a distance of 1006.90 feet to THE POINT OF BEGINNING and containing 845,644 square feet or 19.620 acres of land, more or less.



Meadows MUD Strategic Partnership Agreement

Charlie Rosendahl
Interim Director
Development Services
October 21, 2025
File ID: 25-1219



Background

Municipal Utility District (MUD)

- Special-purpose district created to provide essential services such as water, wastewater, and drainage to areas outside city limits.

Meadows MUD History

- April 2020- City received a petition for consent to the creation of the MUD.
- August 2020- City consented to creating the MUD and approved a development agreement and required a strategic partnership agreement (SPA).
- January 2022- First amendment to development agreement to add a Fire Services agreement.
- June 2024- Held public hearings and adopted the SPA.
- October 2024- 1st MUD petition for consent to annexation of additional land.
- January 2025- Amended Development Agreement.
- February 2025- Held public hearings and adopted an amended SPA.
- April 2025- Received a petition to include 19.62 acres into the MUD.

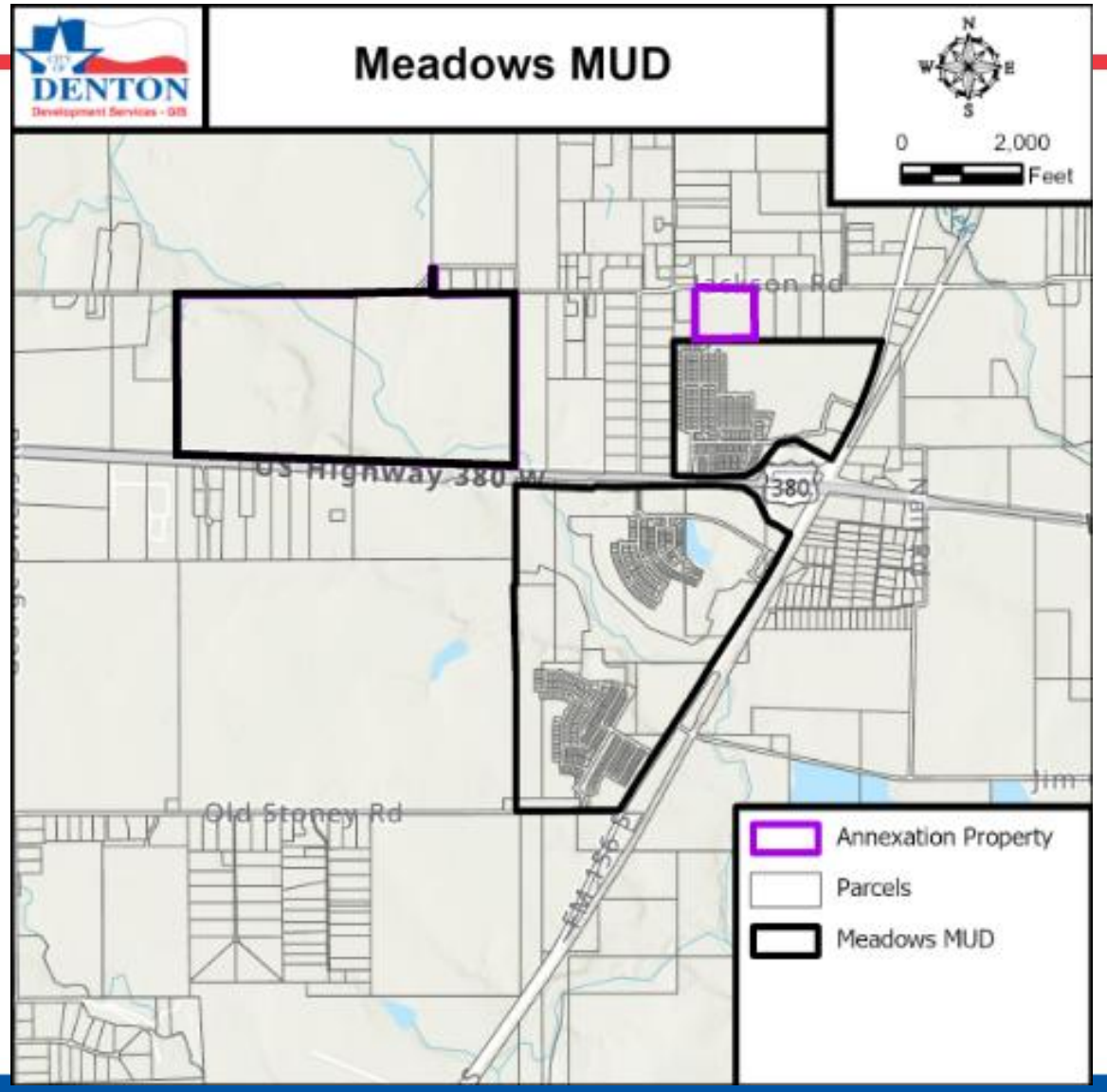
Meadows MUD

1026-acre mixed-use development

- 2,802 single-family lots
- 21 multifamily acres
- 27 commercial acres

Timeline

- Single Family: In construction
- Multifamily: 2-3 year buildout
- Commercial: Lots selling now



Strategic Partnership Agreement

- Initiated by Development Agreement and requires amendment to accommodate additional acreage.
- Requires 2 public hearings by each the City and MUD for adoption of the agreement.
  - This is the 1st public hearing.
  - 2nd public hearing is planned for December 2.
- Limited Purpose Annexation
  - Allows the City to collect sales tax on this property, which otherwise would not be collected.
  - 50% of the taxes collected go to the MUD.
  - Est. $14.3M of retail sales tax ($7.15M City; $7.15M Meadows MUD) over 30 years.
  - Limited to commercial property and connections to commercial property.

Questions?

Charlie Rosendahl

Interim Director

Development Services

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services

DCM: Cassey Ogden

DATE: October 21, 2025

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Public Facilities (PF) District to Mixed-Use Downtown (MD) District on approximately 1.08 acres of land, and from Mixed-Use Neighborhood (MN) District to Mixed-Use Downtown (MD) District on approximately 42.62 acres, totaling approximately 43.7 acres of land, generally located north of Eagle Drive and south of Sycamore Street, between Bell Avenue and Myrtle Street in the City of Denton, Denton County, Texas; adopting an amendment to the city's official zoning map; providing that existing single-family residential uses within the area subject to the change in zoning district and use classification shall remain legal uses and shall not be made non-conforming by this ordinance; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [3-1] to recommend approval of the request. Motion for approval by Commissioner Ketchersid and second by Commissioner McDuff. (Z25-0011a, Expanding Opportunity in Southern Downtown, Sean Jacobson)
https://dentontx.new.swagit.com/videos/356584?ts=3485

BACKGROUND

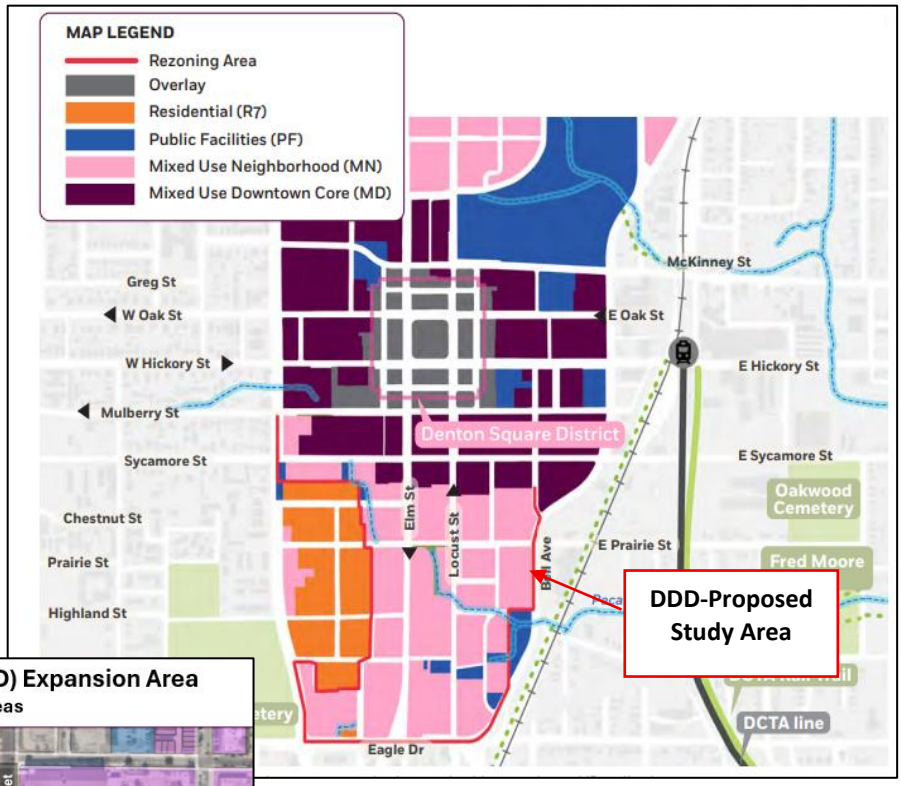
The subject request is for a City-initiated rezoning of approximately 43.7-acres of land from a combination of PF and MN Districts to MD District as recommended by the recently adopted Design Downtown Denton (DDD) plan. Details regarding the plan's recommendations, the zoning history of this area, and staff's process for analyzing the area and conducting outreach are provided below. The adopted DDD plan can be accessed here: https://www.cityofdenton.com/DocumentCenter/View/10959/Design-Downtown-Denton-Final-Report?bidId=

The DDD plan, a plan to guide the next twenty years of Denton's Downtown development, based on extensive community engagement, was adopted by City Council on September 17, 2024. During the DDD plan public engagement, residents and business owners expressed a desire for more businesses and more focus on revitalization in the area of Downtown south of the Square. At about the same time, as the DDD was being crafted, the City was completing the PEC-4 project, through which the majority of this area south of the Square was taken out of the floodplain, creating a unique opportunity for just the type of growth and redevelopment in the area that residents and business owners were seeking. In response, therefore, as a first step to facilitate the desired future development, the DDD plan proposed Recommendation 3A, that Southern Downtown be redeveloped with new housing, shops, and restaurants, centered around a new park. In conjunction with Recommendation 3A, Recommendation 3D specifically calls for consideration of changing the zoning of parcels south of Downtown from MN to MD.

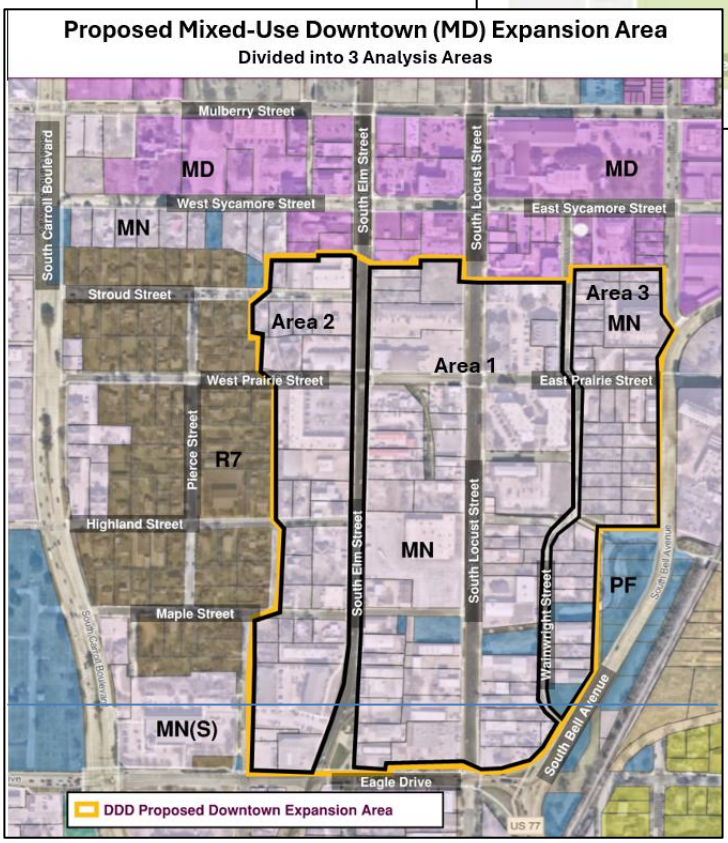
Prior to the adoption of the 2019 Denton Development Code (DDC), much of this area south of the Square was zoned Downtown Commercial-General (DC-G), indicating that there had previously been a long-term

vision for downtown-style development in this area. However, at the time of the City-wide zoning transition in 2019, there was a desire to scale back the use of Downtown zoning to focus only on the part of Downtown that was covered by the Downtown Implementation Plan (DTIP), rather than applying the MD designation to all areas previously zoned DC-G. As such, the area south of the Square was rezoned from DC-G to MN zoning with the 2019 DDC adoption, rather than MD, limiting Downtown-style development in this area, and now posing a potential roadblock to the DDD vision of a Southern Downtown.

Therefore, in order to realize the vision of a future Southern Downtown, the adopted DDD plan recommended that staff examine rezoning the MN parcels south of the square to MD to stimulate development south of Downtown. The inset map to the right is an excerpt from the DDD plan that shows the initial study area proposed for rezoning (the pink MN area outlined in red).



Following the DDD's recommendation, city staff engaged in extensive analysis of the area proposed by the DDD for expansion of MD zoning, including dividing the initial proposed study area (inset image, right) into 5 smaller Analysis Areas (inset image, below). From this analysis, Staff developed the initial recommendation that the majority of the study area (Analysis Areas 1-3 on map below) should be rezoned to MD. At the same time, staff also came to the initial conclusion that two somewhat disconnected parts in the northwest and southwest of the overall study area boundary lacked many of the characteristics that justified rezoning the majority of the area, and that these two smaller parts should, therefore, retain their current MN zoning.



The map to the left depicts the final 43.7-acre area recommended by staff for the expansion of MD zoning as a part of this request. The lots in this area share many characteristics, including zoning history, recent infrastructure improvements, and more. The majority are developed with commercial or multifamily uses, with clusters of single-family development along the east and west edges of the area. A significant number of vacant lots scattered throughout the area, providing ample opportunities for reuse and/or redevelopment.

Staff also made the initial determination that the rezoning ordinance should be written to ensure that current single-family residential dwellings in the area proposed for rezoning would remain legal and conforming, even though MD does not permit the Single-Family Residential use, because Single-Family Residential uses can be a compatible part of a mixed-use downtown.

Two neighborhood meetings were then held in May for residents, property owners, and business owners in and around the study area. In each meeting, following staff presentation of the analysis results and initial recommendations, as well as extensive discussion, attendees expressed unanimous support for staff's recommendations as to which areas should be rezoned and which areas should retain their current zoning (see Exhibit 11 for detailed neighborhood meeting notes), as well as the recommendation that the continued legality and conformity of existing single-family residential uses should be maintained.

Following the neighborhood meetings, staff took the initial recommendations and neighborhood feedback to the Planning & Zoning Commission for direction during their July 23rd Work Session. The Planning & Zoning Commission unanimously agreed with staff's recommendations and directed staff to move forward with the proposed expansion of MD zoning in Southern Downtown.

A full Staff Analysis is provided in Exhibit 2, and a table of key analysis points for each of the 3 "analysis areas" is attached as Exhibit 7.

PLANNING AND ZONING COMMISSION

On September 24, 2025, the Planning & Zoning Commission held a public hearing and recommended approval of the Specific Use Permit [3-1]. The Commissioner who voted in opposition to the request did not indicate reasons for their opposition during the meeting. Three members of the public spoke in opposition to the request, one member of the public spoke in support of the request, one member of the public submitted an e-comment in support, and one member of the public spoke to offer questions and express concerns about possible impacts of the request. A summary of the Commission's questions and discussion is provided below, with many of the questions having been asked in response to concerns raised by the public speakers:

- Confirmed that no business would be forced to cease operating if the proposed rezoning was approved, and that any business or use currently legally existing could continue if the proposed rezoning was approved, even if that business or use was made non-conforming by the rezoning.
- Confirmed that any business made non-conforming by the rezoning could be passed on to an heir or sold to a new owner and continue to operate.
- Inquired as to whether staff knew the reasons that those who sent opposition letters had for opposing the rezoning request.
- Inquired as to how the floodplain was removed from Southern Downtown, and whether the floodplain removal project was complete or ongoing.
- Inquired as to whether this rezoning was part of the development of a specific public or private project, which staff explained that it was not.
- Inquired as to whether the zoning change might lead to future construction in the Southern Downtown area, and about what the impacts on future street construction might be.
- Confirmed that the rezoning ordinance included a provision ensuring that the proposed rezoning would not make single-family homes non-conforming.
- Inquired as to whether the proposed rezoning would raise taxes.
- Inquired about public hearing notices for the proposed rezoning.
- Inquired as to whether the rezoning permitted the construction of high-rise multifamily.

OPTIONS

1. Approve as submitted
2. Approve subject to conditions

3. Deny
4. Postpone consideration

RECOMMENDATION:

The Planning and Zoning Commission voted [3-1] to recommend **approval with staff recommended conditions** of the zoning change request.

Staff recommends approval of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a zoning change.

Staff recommends approval of the rezoning with the following conditions, which are included as Sections 4 and 5 of the draft ordinance (the exhibits referenced within this section are exhibits attached to the Draft Ordinance, which is itself Exhibit 13 to this report):

1. All single-family residential uses within structures legally existing at the time of adoption of this ordinance that are located within the boundaries of the Property may continue to exist as legal and conforming uses, and the legally existing structures containing those single-family residential uses may continue to exist as legal and conforming structures, subsequent to passage of these regulations. These legally existing single-family residential uses are located at the addresses listed in Exhibit C. Notwithstanding single-family residences not being a permitted use in the Mixed-Use Downtown (MD) zoning district per DDC Subsection 5.2.3, these existing single-family residential uses, and the legally existing structures within which they are located, shall be exempt from the requirements of DDC Subsection 1.5.3 Nonconforming Uses and Subsection 1.5.4 Nonconforming Structures, as amended or its successors, pertaining to nonconforming uses or structures. The address(es) to which this section is applicable are listed in Exhibit C.

2. Any Specific Use Permit granted to a use located within the boundaries of the Property, which use is permitted by right within the Mixed-Use Downtown (MD) zoning district, is hereby revoked, along with any conditions of approval which were applied to any such SUP at the time of its approval. Henceforth such use(s) may operate, in accordance with all requirements of the DDC for that use within the Mixed-Use Downtown (MD) zoning district, without need of a Specific Use Permit. The address(es) to which this section is applicable are listed in Exhibit D.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
2002	City Council	Citywide rezoning from Commercial (C), Multiple-Family Dwelling District 1 (MF-1), and Planned Development (PD) to Downtown Commercial - General (DC-G) and Downtown Residential (DR-2) (1 parcel)	Approved
2019	City Council	Zoning transition from DC-G and DR-2 (1 parcel) to MN and PF	Approved

July 23, 2025	Planning and Zoning Commission	Hold a discussion and give staff direction regarding rezoning areas south of downtown to MN	Direction to proceed with staff recommendation
September 24, 2025	Planning and Zoning Commission	City-initiated rezoning from PF and MN to MD	Recommended Approval

PUBLIC OUTREACH:

- In May 2025, staff held two neighborhood meetings to present the initial results of staff's analysis of the DDD-recommended zoning change to residents, property owners, and business owners within and around the area proposed for rezoning. Postcards were mailed to 261 addresses within the area and within 500 feet of the area proposed for rezoning. The meetings were attended by 18 community members, including residents, property owners or managers, a business owner, and tenants from both within and around the proposed rezoning area. See Exhibit 11 for a map showing which parcels were represented by meeting attendees.
  Attendees heard a presentation on the proposed expansion of MD zoning, which included identification of potential negative impacts and ways those could be mitigated. Attendees then had the opportunity to discuss and give feedback on staff's recommendations and express any concerns they have. Residents did raise concerns about parking, the potential for superblock development, current tenants possibly having to relocate, and the impact of increased height and density. However, they also expressed support for potential benefits of the MD expansion, including incentivizing more development, reducing parking requirements, limiting automotive businesses, and the opportunity for new development and redevelopment to bring more landscaping and sidewalks. In the end, attendees unanimously supported all of staff's recommendations for areas to rezone and ordinance language to keep single-family residences conforming. Notes from these meetings are provided in Exhibit 11.

- On September 3, 2025, 242 letters were sent to the subject properties, owners of certain types of business personal property located on the subject properties, and property owners within 200 feet of the subject properties. 970 postcards were mailed to current residents of the subject properties, and to residents within 500 feet of the subject properties, within the City limits. As of the writing of this report, the City has received responses identifying 12 properties in support and four properties in opposition.

- On September 30, 88 letters were sent to owners of properties containing certain types of uses, as well as to owners of certain types of business personal property located on the subject properties.

- A notice was published in the Denton Record Chronicle on October 4, 2025.

- A notice was published on the City's website on October 1, 2025.

- Three signs were posted around and within the area proposed to be rezoned on September 11, 2025.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact and/or meeting disclosures have been provided to staff as of the issuance of this report.

EXHIBITS

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Proposed Zoning Map
Exhibit 6 - Future Land Use Map
Exhibit 7 - Analysis Summary
Exhibit 8 - Current Land Use Map
Exhibit 9 - Floodplain Removal Map
Exhibit 10 - Comparison of Allowed Uses
Exhibit 11 - Neighborhood Meeting Feedback Results & Map
Exhibit 12 - Notification Map and Responses
Exhibit 13 - Draft Ordinance
Exhibit 14 - Staff Presentation

Respectfully submitted:

Hayley Zagurski, AICP
Planning Director

Prepared by:
Sean Jacobson
Associate Planner

Planning Staff Analysis

Z25-0011a/Expanding Opportunity In Southern Downtown
City Council Districts #1 & 2

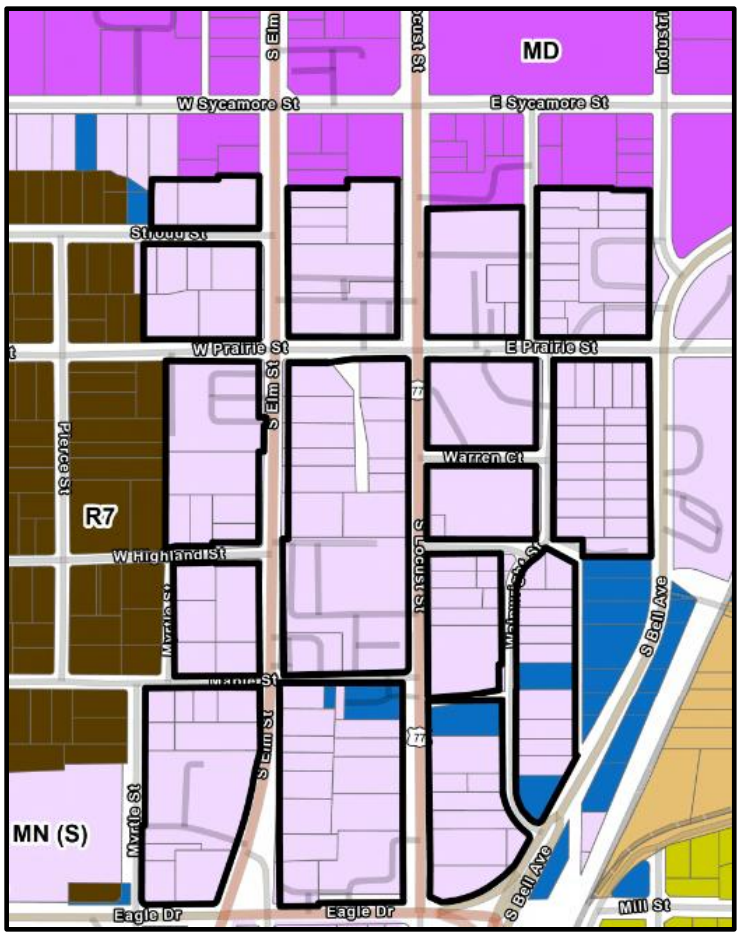
REQUEST:
Request regarding a City-initiated zoning change from Public Facilities (PF) District to Mixed-Use Downtown (MD) District on approximately 1.08 acres, and from Mixed-Use Neighborhood (MN) District to Mixed-Use Downtown on approximately 42.62 acres.

STAFF RECOMMENDATION:
Staff recommends approval of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a zoning change.

SITE DATA:
The overall approximately 43.7-acre subject area includes 135 lots. See Exhibit 7 for the exact breakdown of lots by current use type. It is developed primarily with commercial and multifamily uses, although there are a significant number of vacant lots scattered throughout the area, as well as clusters of single-family, duplex, and triplex residential on the east and west edges of the subject area. While much of the area was removed from the floodplain by the PEC-4 city infrastructure project, some properties in the northwest and southeast of the subject area are still impacted by floodplain.

The subject area has a level of connectivity consistent with a downtown area, as it is crisscrossed by numerous neighborhood streets, as well as being bisected and bounded by a number of primary and secondary arterials, including:

- South Elm Street and South Locust Street are a couplet of one-way, three-lane secondary arterials which bisect the subject area from north to south.
- Bell Avenue is a four-lane secondary arterial that borders much of the eastern boundary of the subject area.
- Eagle Drive is a four-lane secondary arterial that runs along the southern boundary of the area.



Surrounding development is a mix of commercial and multifamily to the north, primarily single-family residential to the west, commercial uses across Eagle Drive to the south, and industrial uses and the railroad line across Bell Avenue to the east. The surrounding zoning pattern is primarily Mixed-Use Downtown to the north, Mixed-Use Neighborhood (MN) and Public Facilities (PF) to the east, MN to the south across Eagle Drive, and a mix of Residential 7 (R7) and MN to the west, as shown in the inset map above.

For additional analysis that divides the large subject area into smaller Analysis Areas to enable a more focused discussion of the unique characteristics of certain parts of the larger subject area, please see Exhibit 7.

SURROUNDING ZONING AND USES:

Northwest: Zoning: Mixed-Use Neighborhood (MN) and Public Facilities (PF) Districts Use: Single-family detached residential, duplex, retail, and daycare uses.	North: Zoning: Mixed-Use Downtown (MD) District Use: Commercial, multifamily dwelling, single-family residential, and vacant lot uses.	Northeast: Zoning: MD and MN Districts Use: Self-Storage and Manufacturing uses.
West: Zoning: Residential 7 (R7) District Use: Single-family detached residential	**SUBJECT PROPERTY**	East: Zoning: MN and PF Districts Use: Manufacturing and public infrastructure uses.
Southwest: Zoning: MN and R7 Districts Use: Office, bank, financial institution, and Single-family residential uses	South: Zoning: MN District Use: Retail and Tattoo Shop uses	Southeast: Zoning: MN and PF Districts Use: Manufacturing, vacant lot, and public infrastructure uses.

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications. The discussion below applies these criteria to the subject area as a whole. For additional discussion, see also Exhibit 7, which divides the overall subject area into 3 smaller Analysis Areas and looks at how each separate area individually meets certain key criteria for approval.

1. *General Criteria*

a. Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.

The review criteria were applied as required.

b. The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.

Because this is a City-initiated action, Section 2.7.2.D.2 of the DDC applies to this rezoning request, and the standard rezoning approval criteria in Section 2.7.2D.1 do not apply. However, in order to be consistent with other rezoning requests, an analysis of this request per those standard criteria can be found below in Consideration B.

c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls*.

There are no conflicts between the general criteria and the criteria which specifically apply to zoning requests.

2. *Prior Approvals*
   The proposed rezoning is consistent with both the approved Denton 2040 Comprehensive Plan and with the approved Design Downtown Denton (DDD) plan, as will be discussed further below.

   There are two previously approved Specific Use Permits (SUPs) within this area, which this rezoning would affect. The first SUP is for a Bar use at 400 S Elm Street; the proposed rezoning to MD will be consistent with this SUP approval because the Bar use is permitted by right in the MD zoning district. The second SUP is for a Minor Automotive Repair Use at 534 S Elm Street. While the rezoning to MD will make that use non-conforming, this change will still allow the Minor Automotive Repair use to continue operating in line with the terms of the SUP as a legal nonconforming use, as long as it complies with the requirements of DDC 1.5 *Nonconformities*.

   So, overall, the proposed rezoning achieves consistency with the approved long-range plans for the Southern Downtown area that set a vision of a walkable area with more pedestrian-focused uses which this rezoning should make easier to achieve, while also allowing specifically approved uses to continue or even expand, depending on how consistent they are with the approved long-range vision for the area.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*
   The decision–making authority:
   a. *Shall weigh competing goals, policies, and strategies.*
      The proposed rezoning is consistent with both the Future Land Use designation in Denton Comprehensive Plan 2040 and with the recommendations for this area in the Design Downtown Denton plan.

   b. *May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.*

      Future Land Use

      Per the Denton 2040 Comprehensive Plan Future Land Use Map (FLUM), the subject area is designated as Downtown Denton. This land use designation allows for "moderate- and high-density residential, commercial, office, entertainment, and other uses, except industrial, tailored to encourage a greater level of activity in Downtown, while protecting the scale and strengthening the character of Downtown and Denton's historic core."

      The proposed zoning of Mixed-Use Downtown aligns exactly with the Future Land Use Map (FLUM) designation of Downtown Denton, as the description of MD in the DDC is essentially exactly the same as the description of the FLUM designation in the Denton 2040 Comprehensive Plan. MD is generally the most appropriate zoning district for properties in the Downtown Denton FLUM designation. The proposed expansion of the MD district would bring the zoning of the subject area into line with its Future Land Use Map designation. The proposed rezoning is thus very consistent with the FLUM and thus with the Denton 2040 Comprehensive Plan.

      This rezoning would therefore help to accomplish Denton 2040 Comprehensive Plan sub-goal 2.2.3 "Revise the Zoning Map for consistency with the Preferred Growth Concept Map and the Future Land Use Map."

Given the clear fit between the Downtown Denton FLUM designation and MD zoning, then, it could be difficult to understand why the subject area is not already zoned MD, particularly since, prior to 2019, most of the subject area was zoned Downtown Commercial – General (DC-G), which was essentially the 2002 Development Code's version of the MD zoning. A full discussion of this history is provided below in criterion A.11.g.

Development of Downtown:
The comprehensive plan spends a considerable amount of time discussing Downtown Denton, which it describes as "principal among the city's centers," and the comprehensive plan's Land Use section includes goals and actions related to encouraging more investment and more mixed-use development in Downtown, including:

- **GOAL LU-1:** Achieve sound, sustainable growth in compact development patterns with balanced land uses planned in coordination with transportation and infrastructure systems.
- **Goal LU-2:** Achieve re-investment, revitalization, and redevelopment of key growth Centers and Corridors.
- **Key Action 2.6:** Promote mixed-use development, diversification, and intensification of Downtown Denton.

The proposed rezoning helps to facilitate achieving all of the above goals and actions. Expanding MD into the southern part of the Downtown Center area would allow denser mixed-use development, with no open space requirements for multifamily and less required parking for commercial uses, in an urbanized area where adequate transportation and infrastructure are already provided. Expanding MD zoning makes compact infill development more viable – these infill areas become easier to develop when a larger portion of a lot's area can be developed with a building. Expanding MD contributes to the revitalization and diversification of the commercial base in Downtown because it allows more typical Downtown uses by right, instead of requiring SUPs, and, again does not require them to meet minimum parking.

Community Vision Statement
Sound Growth: Our Form and Function
Sound Growth is one of the four Strategic Directions within the Denton 2040 Comprehensive Plan and can be found in the Community Vision Statement on page 1-13:

- A vibrant Downtown Denton, energized with new housing, shopping, arts, and entertainment, supporting day and nighttime activity and a true urban lifestyle – Denton style.
- Managed, balanced, and sustainable growth in high-quality, livable urban, suburban, and rural places which offer diverse choices among neighborhood settings while respecting private property rights.
- A compact development pattern which includes expanded areas of mixed use, a broad array of housing and retail choices responding to changing demographics and market preferences, and re-investment and infill in underutilized areas of the city.

Rezoning the subject area to Mixed-Use Downtown District is consistent with the Sound Growth principles outlined within the Vision Statement, particularly the specific vision for Downtown Denton, as the greater development flexibility provided by MD can encourage new investment and reinvestment in the subject area. This rezoning has the potential to facilitate both the development of a more vibrant Downtown Denton – particularly in Southern Downtown – by making it easier to bring in new retail choices, restaurants, and entertainment and also the introduction of a greater variety of housing options, including particularly townhomes, in an established area of the City.

Housing

Denton 2040 Comprehensive Plan acknowledges that, "With housing demand expected to increase over the next five years, providing diverse housing options in a variety of densities, styles, and price-points is critical to increasing the affordability of housing in Denton (7-6)." The proposed development is consistent with the housing goals within the City, including the following:

- **Denton 2040 Comprehensive Plan - Goal HN-1**: Develop and maintain a housing stock that meets the needs of all residents with a diverse array of choices in type, cost, and location.
- **Denton 2040 Comprehensive Plan – Key Action 7.1:** Promote development of higher density housing as part of mixed-use development in Denton's urban core
- **Denton 2040 Comprehensive Plan – Key Action 7.1.3:** Create regulatory incentives to expand housing in and adjacent to downtown through adaptive re-use, utilization of upper stories and infill development/redevelopment.
- **Design Downtown Denton Plan – Recommendation 3B, Action 1**: Set a goal of encouraging an additional 1,500 units constructed Downtown within the next ten years.

The proposed rezoning to MD, by allowing property owners to use more of their lots and to build taller (as long as they comply with height buffers around residentially-zoned properties), and by removing open space requirements incompatible with downtown development, should enable and essentially provide incentives for more downtown residential housing, including as part of mixed-use developments, helping to implement the community's vision for Downtown's future as captured in the Denton 2040 Plan and the Design Downtown Denton plan.

Design Downtown Denton Plan

In response to community feedback requesting more focus on the southern part of downtown and expressing a desire for more businesses and less vacant buildings, the DDD Plan provided a number of recommendations for the area, including:

- **Recommendation 3A:** Develop Southern Downtown
- **Recommendation 3B**, **Action 1** (see Housing discussion above)
- **Recommendation 3D, Action 3.2:** Examine rezoning the MN parcels south of the square to MD to stimulate development south of Downtown.

The proposed expansion of MD zoning helps to implement all of these recommendations, creating more flexibility to develop the mix of uses, including additional housing, that will be essential to creating a future thriving Southern Downtown in the subject area.

Preferred Land Preservation Plan

The Preferred Land Preservation Map does not identify any areas for preservation in the subject area.

Overall

As discussed above, the DDD Plan and the Denton 2040 Comprehensive Plan include recommendations, goals, and key actions which discuss encouraging denser and more walkable mixed-use development Downtown. The area proposed for rezoning is designated "Downtown" on the Future Land Use Map. Rezoning areas zoned MN to MD will allow these properties to develop a higher percentage of their lot area, with a range of uses more appropriate to Downtown than those permitted in MN. Most of this area recently underwent a significant change when it was removed from the floodplain and is therefore much more able and likely to redevelop than at any time in the recent past. The MD zoning is more likely than MN to encourage and guide redevelopment in this area that will "further the overall goals" of the comprehensive plan and Design Downtown Denton area plan.

4. *Compliance with this DDC*
   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*
      This request is for a rezoning of the subject area. Any future modifications or redevelopment of properties within this area must comply with applicable standards in the DDC, including, but not limited to, minimum lot size and dimensions, building coverage, parking, tree preservation, and landscaping.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*
      This request is for a rezoning of the subject area. Any subsequent redevelopment must comply with applicable standards in the DDC, including, but not limited to, building coverage, access, parking, tree preservation, and landscaping.

5. *Compliance with Other Applicable Regulations*
   This proposed rezoning complies with all other applicable regulations.

6. *Consistent with Interlocal and Development Agreements*
   There are no interlocal or development agreements for the subject area.

7. *Minimizes Adverse Environmental Impacts*
   Any future redevelopment of properties within the subject area would be required to comply with the DDC regulations related to drainage and tree preservation.

8. *Minimizes Adverse Impacts on Surrounding Property*
   For much of the subject area, the potential for any negative impact is limited because the properties being rezoned are separated from any surrounding properties by wide secondary arterials. Along the northern boundary, the subject area entirely borders properties already zoned MD, so no adverse impacts would be expected. However, where the subject area does adjoin residentially-zoned neighborhoods, the DDC already protects existing residential development with building height transition buffer and compatibility buffer standards between uses.

   The building height transition buffer standards mean that buildings located within 50 feet of an abutting lot that is zoned residential cannot be taller than the maximum height in that abutting residential district, which is 40 feet for residentially zoned properties. Additionally, buildings located on an abutting lot, but where the buildings are located more than 50 feet but less than 100 feet away from the residentially zoned properties, are limited to a maximum height of 55 feet. The use buffer standards require that new commercial and multifamily uses provide a buffer comprised of a mixture of landscaping and/or fencing between their development and abutting single-family residential uses. These standards all help to mitigate potential adverse impacts of the level of development which the new MD zoning district will permit.

   In addition, prior to 2019, most of the properties proposed for rezoning to MD were zoned DC-G, which was the equivalent of MD at the time. So this zoning "change" is in many ways a return to a previous zoning that existed in the subject area, and adjacent to the surrounding properties, for many years. For this reason, as well, significant adverse impacts on surrounding property are not anticipated because to staff's knowledge no land use compatibility or issues of development scale occurred under the prior zoning.

   A final category of possible negative impacts that staff considered is for the properties being rezoned. First, there could have been a negative impact on single-family residential dwellings, because single-family residential dwelling is not a permitted use in the MD zoning district. However, to avoid this, the draft rezoning ordinance (see Exhibit 13) is written to keep all existing single-family residential dwellings in the subject area legal and conforming. Second, Minor Automotive Repair uses in the subject area could be impacted because this use is also not permitted in MD. However, the DDC's protections for non-conforming uses in Section 1.5 help to mitigate potential negative impacts by providing that, if the rezoning is approved, these uses can continue to operate, even if they're sold to new owners, as long as they are in compliance with the standards of DDC Section 1.5. If and when those non-conforming uses cease operation, then the proposed MD zoning would allow for a variety of permitted uses to be redeveloped on those properties under standards that allow for the developable lot area to be maximized.

9. *Minimizes Adverse Fiscal Impacts*
   Due to the large number of lots and the number of different uses which could be developed on the lots proposed for rezoning to MD, it would not be possible to use the Fiscal Impact Analysis tool to assess this rezoning.

However, this rezoning would, in general, make properties easier to develop, due to the greater lot usage permitted in MD, as well as the elimination of minimum parking requirements for most uses. Therefore, it is anticipated that this rezoning would at least not have a negative fiscal impact, and that it would potentially have a positive fiscal impact, making it easier to develop currently vacant lots and to redevelop currently under-used lots, thereby increasing the revenue coming in from those lots.

10. *Compliance with Utility, Service, and Improvement Standards*
    This proposed rezoning will not affect utilities, services, or improvements. If the lots are redeveloped in the future, the project(s) will be reviewed to ensure compliance with all applicable standards.

11. *Provides Adequate Road Systems*
    The subject area is currently served by six neighborhood streets and four secondary arterials (listed above) and is anticipated to have more than adequate capacity for any increased volume of traffic generated by new development and redevelopment which this rezoning may facilitate. In addition, those new developments and redevelopments which would generate significant additional traffic will be required by Denton Development Code standards to provide street and sidewalk infrastructure improvements commensurate with their anticipated additional impact on that infrastructure. Also, while much of this area does have sidewalks in place, areas where sidewalks are lacking or in poor repair will potentially benefit from this rezoning to the extent that it makes new development and redevelopment projects – which often are required by the DDC to provide sidewalk improvements – more viable and more likely.

    12. Provides Adequate Public Services and Facilities
    Public utilities exist within and serve the area today. Any new development or redevelopment that occurs in the area will be required to comply with all City of Denton requirements for impact fees and infrastructure improvements. Therefore, the proposed rezoning is not anticipated to negatively impact public services and facilities.

    In addition, while it is proposed to rezone multiple city-owned properties, which currently contain city drainage infrastructure, from Public Facilities (PF) to Mixed-Use Downtown (MD), the MD zoning permits the Community Service use in which that infrastructure would be included and will not hinder the continued use of those properties for drainage purposes.

13. *Rational Phasing Plan*
    This proposed rezoning does not have a phasing plan.

B. Section 2.7.2.D.1 of the DDC states that the standard "approval criteria shall not apply to legislative rezonings by the City Council." However, for consistency with the typical owner/applicant-initiated zoning cases, this city-initiated request has also been reviewed against the approval criteria for a privately-initiated rezoning request, which may be approved based on the following conditions:

    1. *The proposed rezoning is consistent with the Comprehensive Plan.*
       As discussed in A.3.b above, the proposed zoning of MD District is consistent with the Future Land Use map in the Denton 2040 Comprehensive Plan.

    2. The proposed rezoning is consistent with relevant Small Area Plan(s).

As discussed in A.3.b above, the proposed zoning of MD District is consistent with the recommendations of the recently-adopted Design Downtown Denton plan.

3. *The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.*
   Per Section 3.3.2A, "The MD district is provided to allow for a variety of uses contributing to the economic viability of Downtown Denton. This district allows for moderate- and high-density residential, commercial, office, entertainment, and other uses tailored to encourage a greater level of activity while protecting the scale and strengthening the character of Downtown and Denton's historic core. This district contributes to a vibrant environment for pedestrians, bicyclists, and other modes of travel."

   The proposed MD District in the subject area, just a few blocks south of the Square, is consistent with the purpose statement, since the subject area is intended to be part of Downtown, as indicated by its "Downtown Denton" FLUM designation, and the MD zoning district would provide greater development flexibility to facilitate the introduction of a variety of new uses capable of contributing to the economic viability of this part of Downtown – and to Downtown Denton as a whole.

4. *There have been or will be significant changes in the area to warrant a zoning change.*
   The overall subject area has experienced a significant recent change, in that a majority of the lots had the floodplain partly or fully removed from their property by the City of Denton PEC-4 capital improvement project. This change has made it possible for these lots to be developed or redeveloped by their owners for the first time in decades. The zoning change to Mixed-Use Downtown zoning is therefore warranted to facilitate and encourage the Downtown-style development, reuse, and redevelopment on these lots that would further the vision of the Design Downtown Denton plan for Southern Downtown, and that is now possible thanks to the floodplain removal.

5. *The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.*
   While it is impossible to know exactly the type and intensity of development which will follow the proposed rezoning, the change to MD zoning would allow for taller and denser development than is permitted in the current MN zoning. However, as discussed in more detail in A.8 above, the DDC provides various buffer requirements to mitigate the impact of new, more intense development on existing single-family residences in residential zoning districts. Therefore, no significant adverse impacts on surround properties or neighborhoods due to the intensity of development in the new zoning district is expected.

6. *Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.*

   The infrastructure in this area is, for the most part, already designed for the level of intensity permitted in the MD zoning district. The area is bracketed by secondary arterials and much of the underground infrastructure has recently been upgraded. In many ways, this is the area of Denton where the existing infrastructure is most prepared for additional development.

Water and Wastewater
All properties in the subject area are currently fully served by public water and wastewater lines.

Nearest Fire Station
The subject area is entirely within approximately 0.66 miles of Fire Station #1 (332 East Hickory Street), within the eight minute or less response time boundary.

Parks
The entire area is within 0.6 miles of Wolff's Park and 0.81 miles of Quakertown Park. In addition, any new multifamily developments which this rezoning may facilitate will be required to pay park dedication and development fees, which could assist with the potential future construction of a new park in this area, as envisioned by the Design Downtown Denton plan.

7. *There was an error in establishing the current zoning district.*
In 2002, the entire area (minus one lot on Maple Street) was placed in the Downtown Commercial-General zoning district along with the Square and areas around the Square to the west, north, and east, indicating that all these areas were considered to be part of the overall Downtown. The Southern Downtown area was also included in the 2002 Downtown Master Plan, indicated as a potential future home for office development and a convention center.

However, the 2010 Downtown Implementation Plan (DTIP) limited its recommendations to a smaller "Downtown Core" that excluded the Southern Downtown area slightly south of Sycamore (essentially, at the point where MD zoning ends and MN begins today). The Denton 2030 Plan in 2015 continued this trend, limiting its "Downtown Denton" Future Land Use designation to almost the same "Downtown Core" identified in the DTIP, excluding most of Southern Downtown. One of the main reasons for this pattern of exclusion was likely the FEMA floodplain which covered much of Southern Downtown at the time, precluding most new development and redevelopment, and making it difficult to envision the area ever developing as part of a vibrant downtown in the same way as areas closer to the Square and along Oak and Hickory Streets.

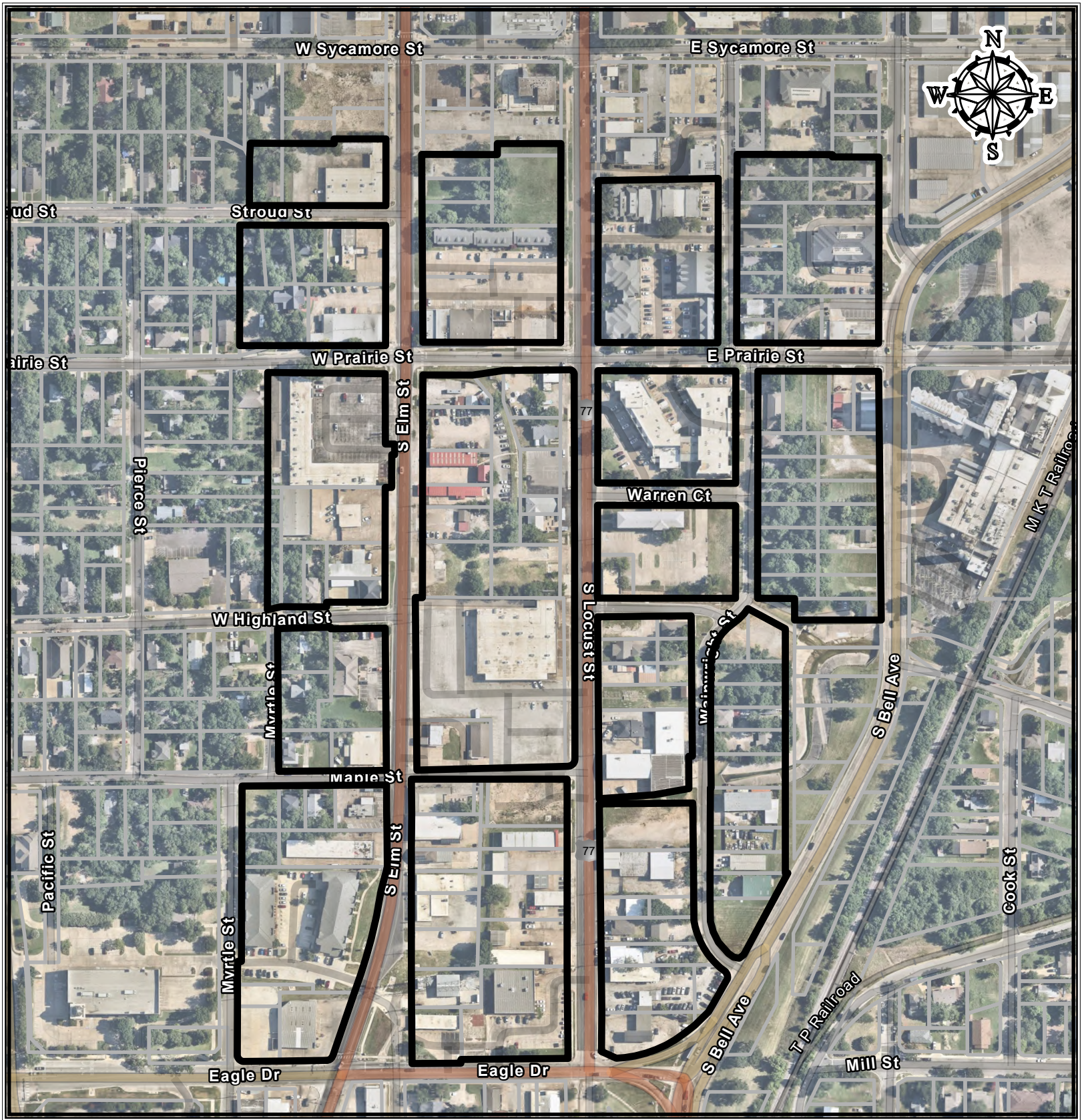
Given the guidance in these various master plans, which were both in effect in 2019, as well as the ongoing presence of the FEMA floodplain in Southern Downtown, when it came time to craft the 2019 Denton Development Code, the decision was made to limit the new Mixed-Use Downtown (MD) zoning district to only the "Downtown Core" identified in the DTIP and reinforced by the Denton Plan 2030 FLUM. Accordingly, when all of the old 2002 zoning districts transitioned to new 2019 zoning district, the DC-G zoned properties in Southern Downtown transitioned to Mixed-Use Neighborhood (MN), rather than MD. MN was considered more appropriate for areas that were close to Downtown, but not expected to develop as a fully-integrated part of Downtown. Thus was the Southern Downtown was separated by zoning from the areas to the north, limiting the ability of these southern lots to develop in a downtown style and with downtown uses.

But, after 2019, the perspective on the Southern Downtown area began to change, ironically shifting back towards what had been the consensus view of the area in 2002. The Denton 2040 Comprehensive Plan included all of Southern Downtown in its "Downtown Denton" Future Land Use area, not differentiating it from the DTIP area to the north and northeast. In 2024, the Design Downtown Denton (DDD) plan, in response to the FLUM designation, as well as to the transformational change that came to the area with the completion of the PEC-4 project to remove most of the FEMA floodplain, identified

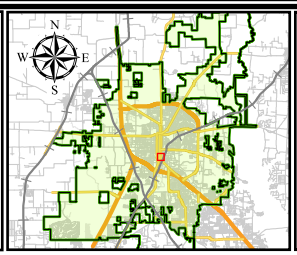
Southern Downtown as the key area for new growth and development in Downtown. As discussed above, the DDD recommended studying rezoning the subject area from MN to MD, as a first step toward encouraging the development of the area as the new Southern Downtown.

Therefore, while there were reasons, including the limiting presence of the floodplain, for the decision in 2019 to transition Southern Downtown from DC-G to MN, instead of MD, those reasons are no longer relevant, and this zoning change provides an opportunity to correct that prior decision and once again provide property owners in the subject area the freedom and flexibility to develop as a true part of Downtown.

Expanding Opportunity in Southern Downtown
Aerial Site Location



- Site Boundary
- COD
- ETJ
- ETJ 2
- NAA 8/1/20
- NAA 8/1/40

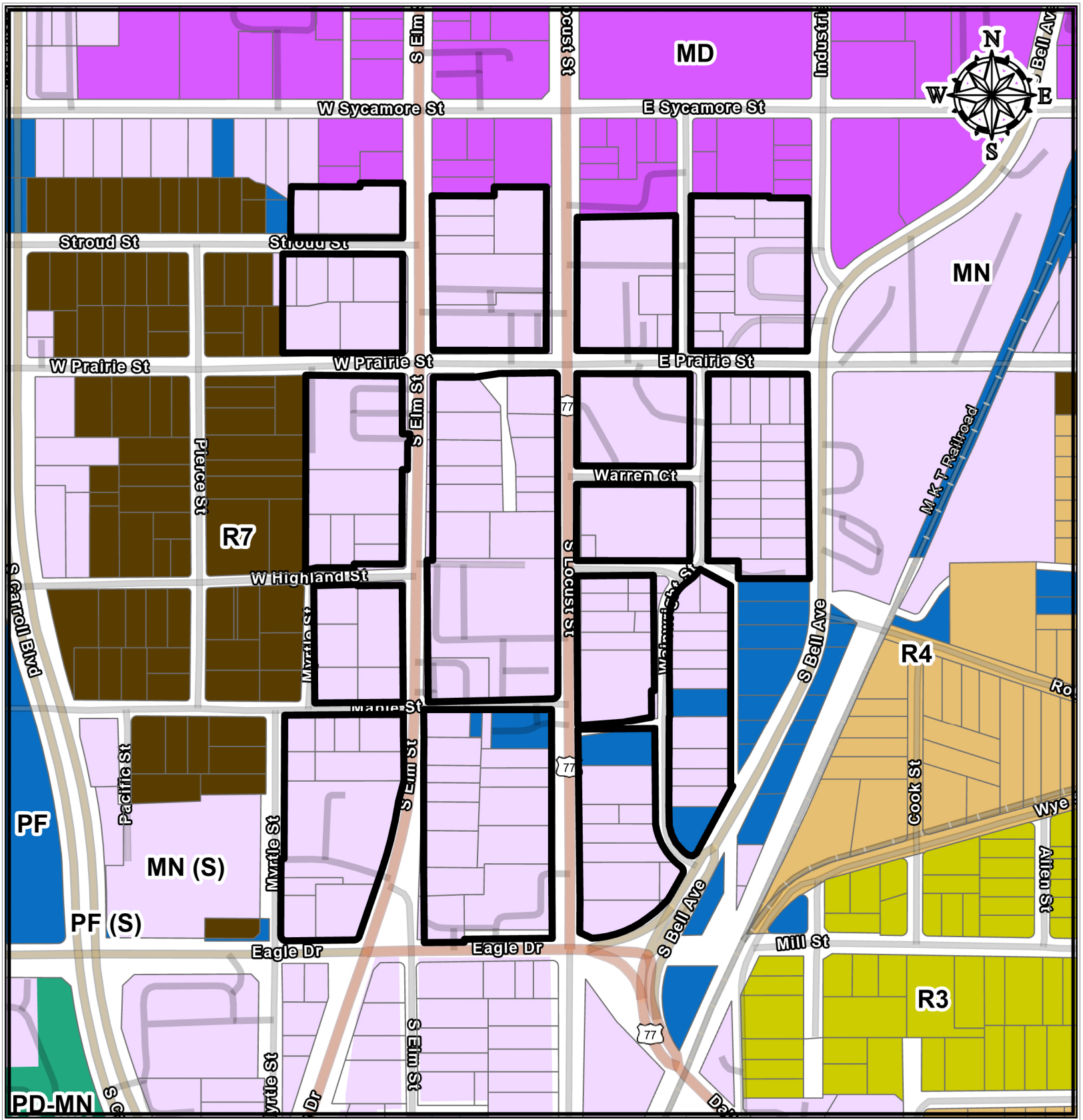


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CITY OF DENTON
Development Services · GIS
Date: 9/8/2025

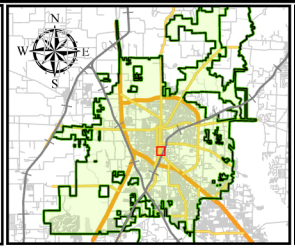
"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

Expanding Opportunity in Southern Downtown
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY

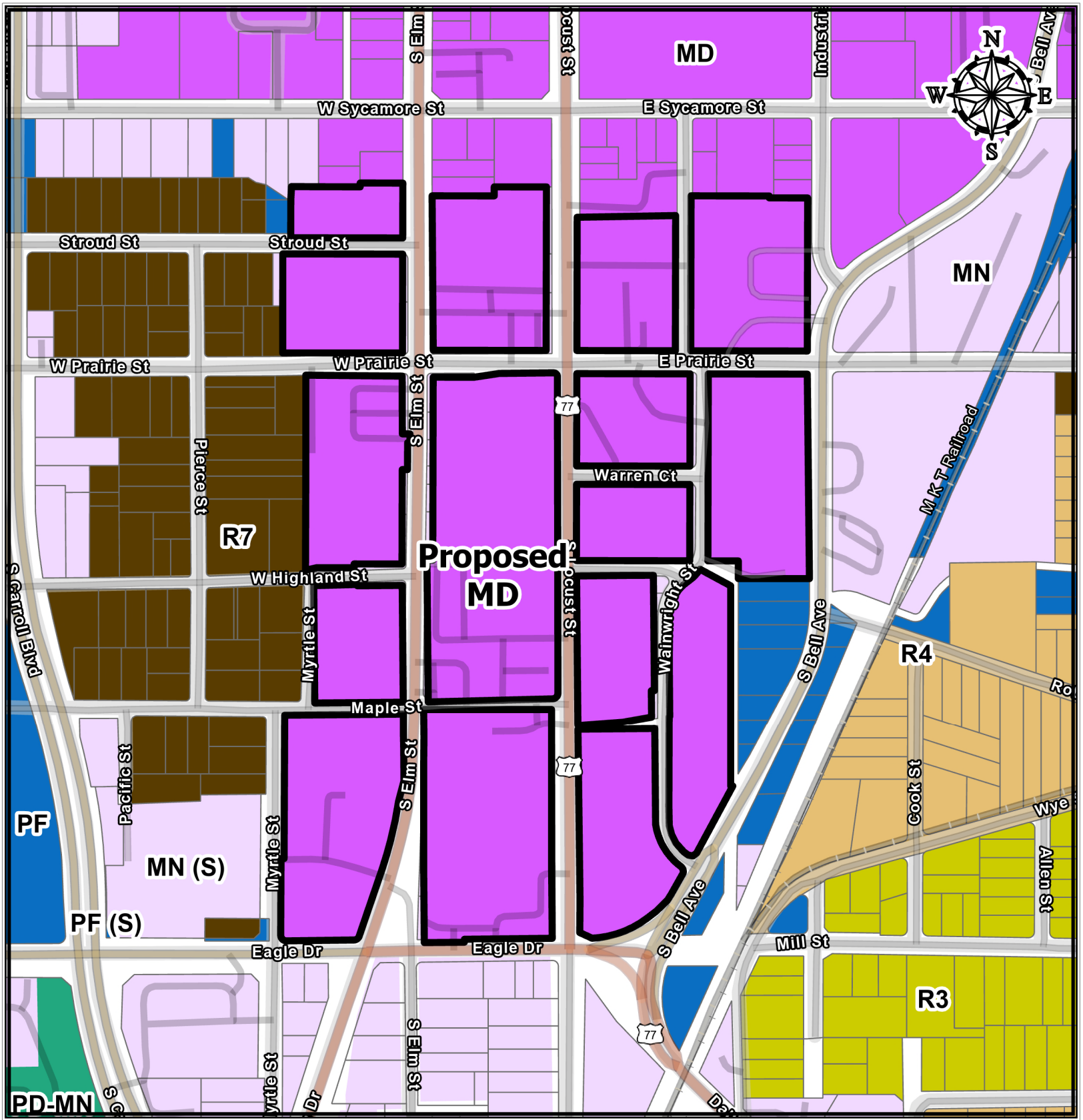


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CITY OF DENTON
Development Services · GIS
Date: 8/19/2025

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

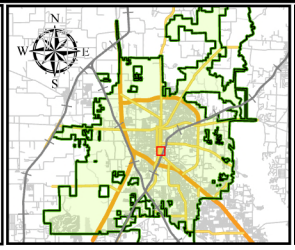
Expanding Opportunity in Southern Downtown
Proposed Zoning Map



- Proposed MD Zoning

Current Zoning

- R3 - Residential
- R4 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- PF - Public Facilities
- PD - Planned Development

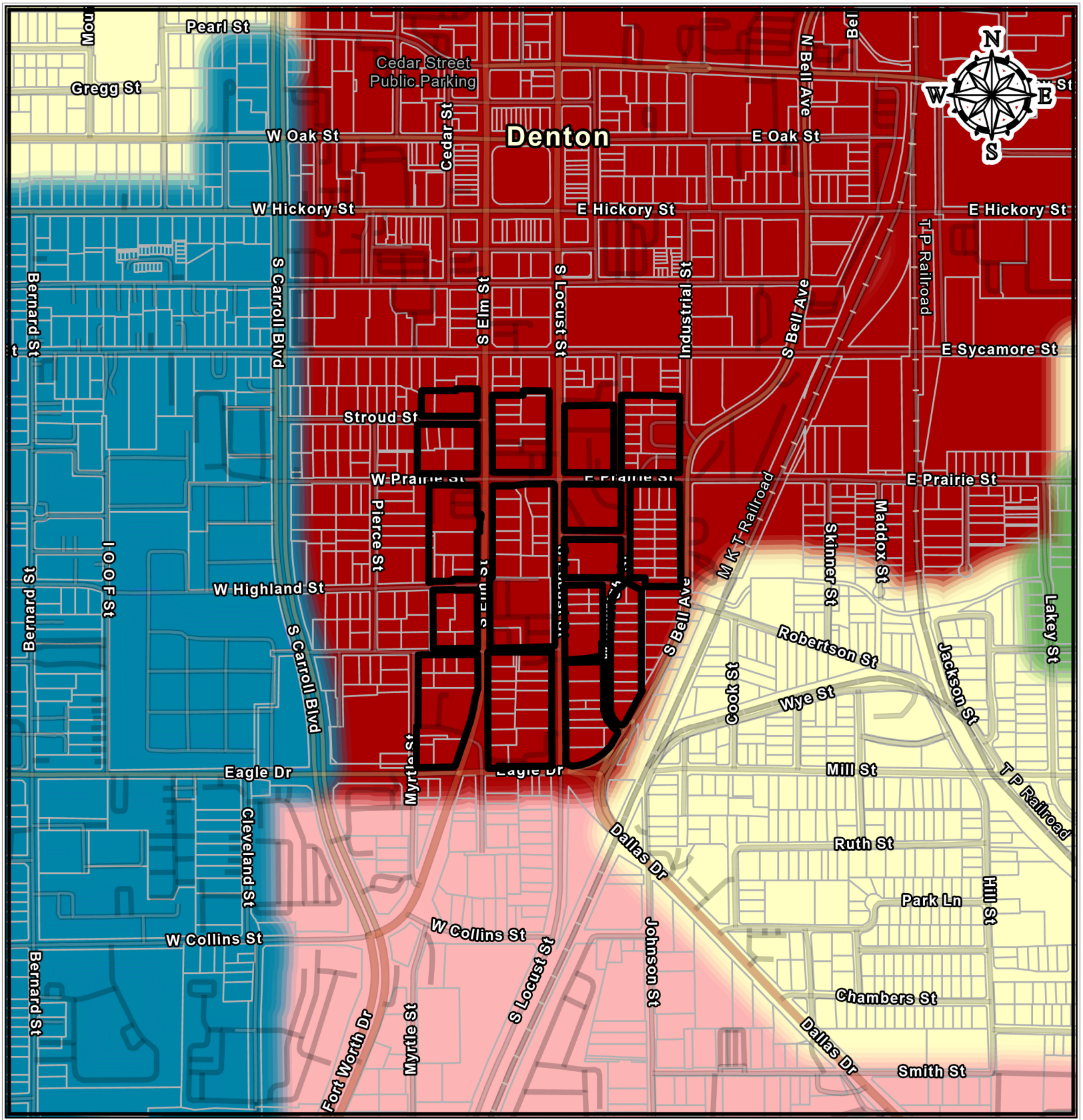


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CITY OF DENTON
Development Services · GIS
Date: 8/19/2025

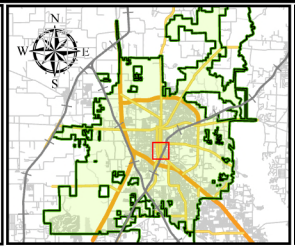
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Expanding Opportunity in Southern Downtown
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location



0 200 400 800 Feet

CITY OF DENTON
Development Services · GIS
Date: 8/6/2025

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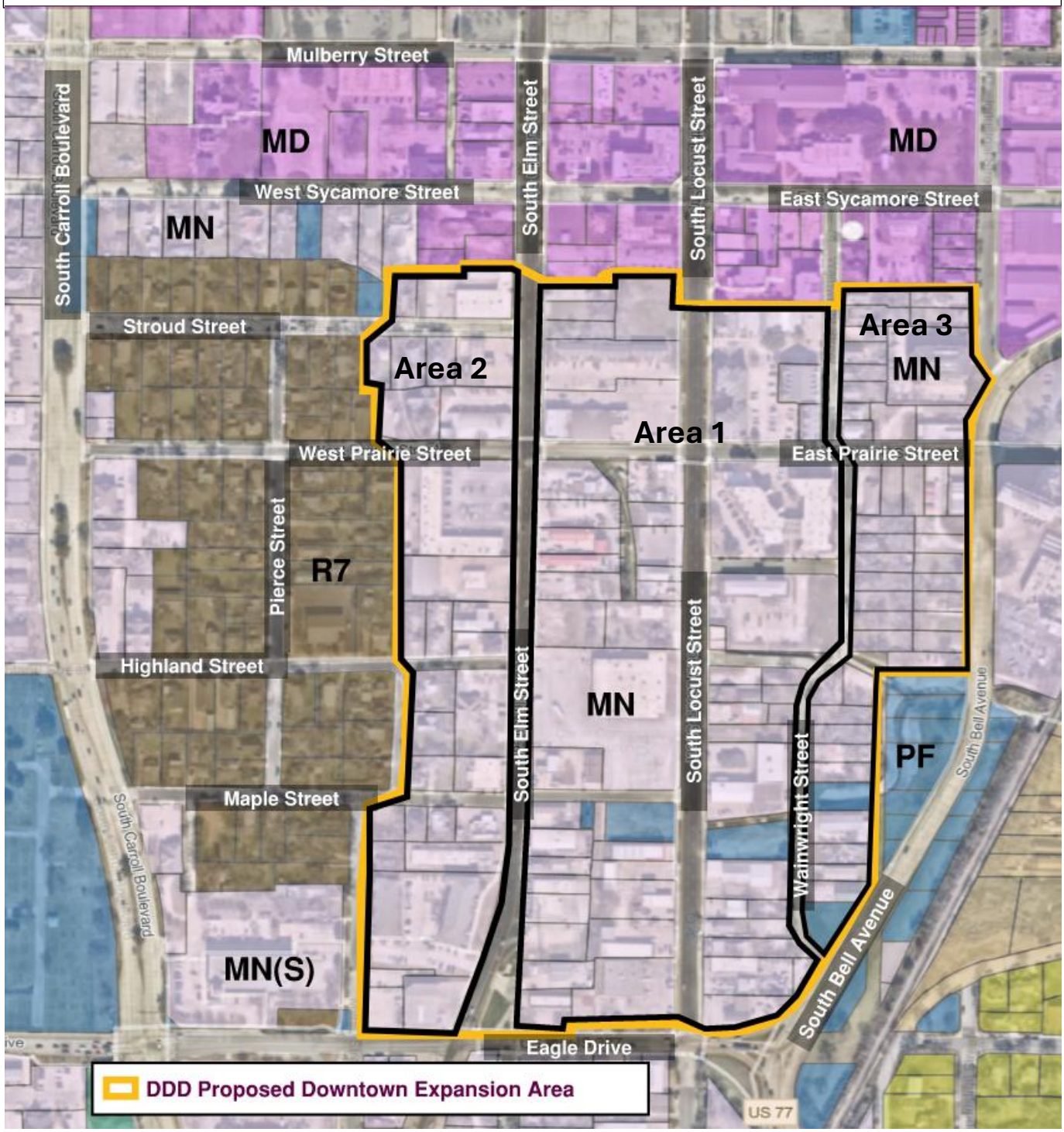
ANALYSIS AND RECOMMENDATION:

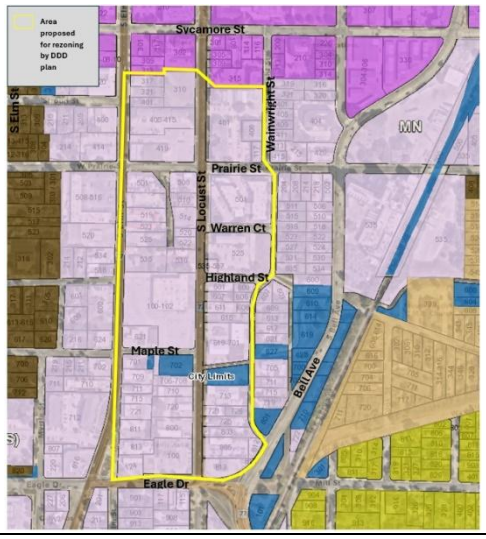
Analysis by Area

In order to facilitate analysis, staff divided the area proposed for expansion of the Mixed-Use Downtown (MD) zoning into 3 Analysis Areas, as shown in the map below. A table summarizing analysis points for each of the three areas follows.

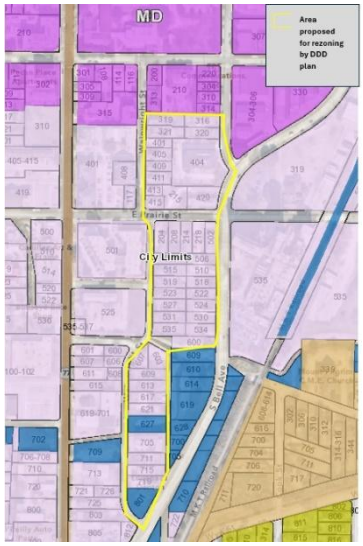
Proposed Mixed-Use Downtown (MD) Expansion Area

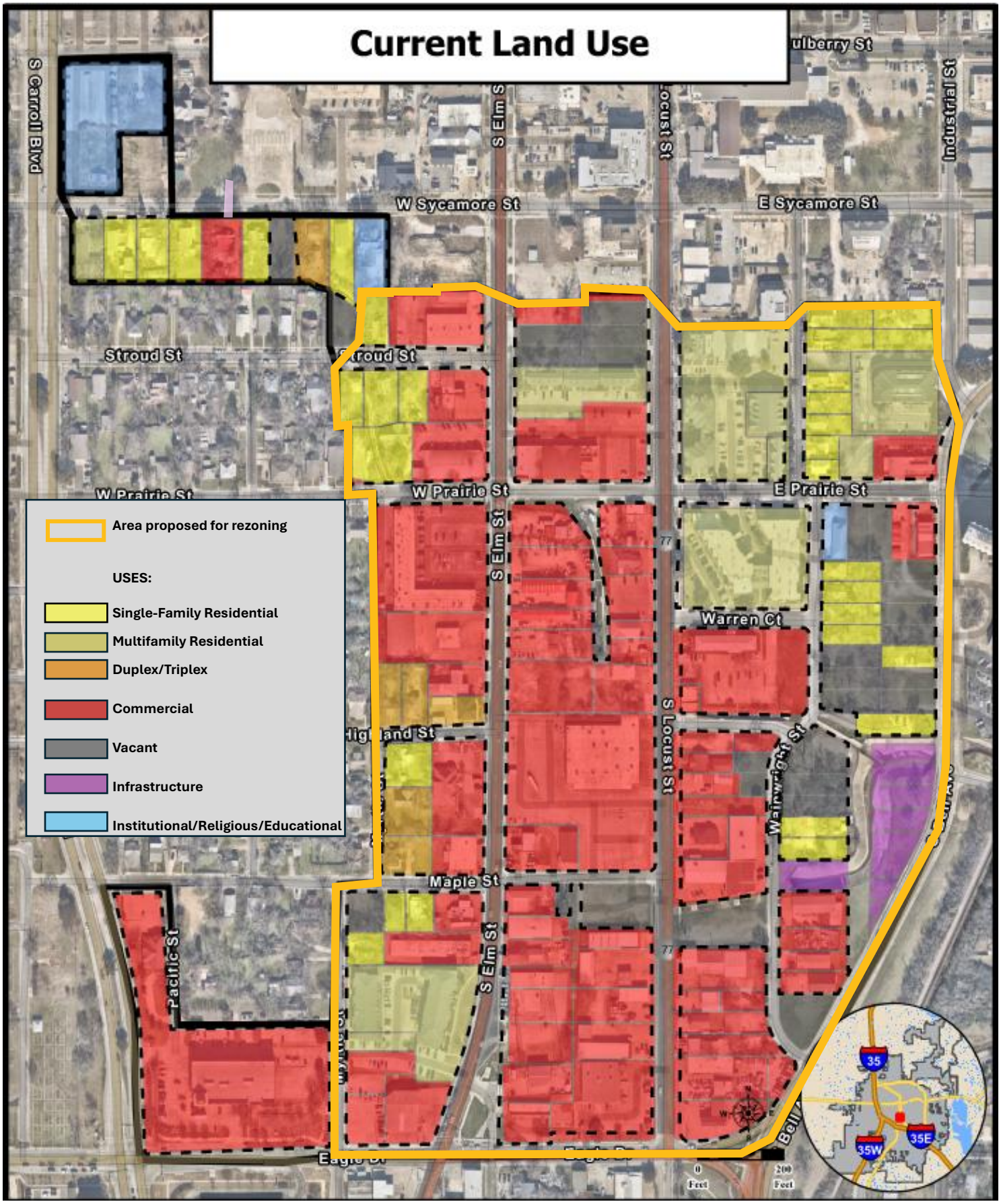
Divided into 3 Analysis Areas



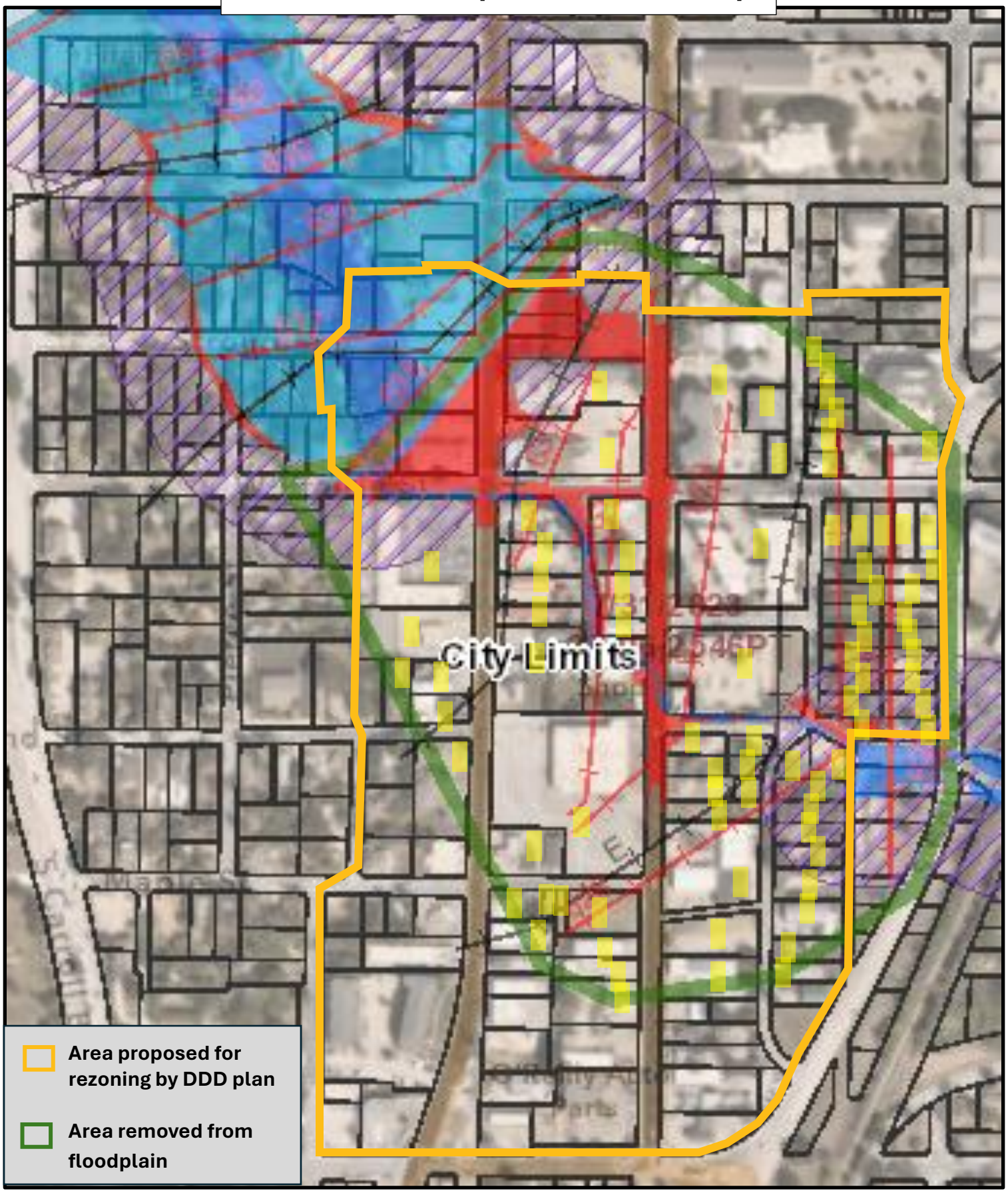
	Area 1: South of Sycamore between Elm and Wainwright Streets
	
Area:	~14 acres
Lots:	60 lots
Lot Breakdown by Use: *(Accuracy of use types limited by currency of city use data, which can vary by property).*	• 46 Commercial Lots • 9 Vacant Lots • 5 Multifamily Lots
Current Zoning:	Mixed-Use Neighborhood (MN) and Public Facilities (PF)
Proposed Zoning:	Mixed-Use Downtown (MD)
Zoned Downtown Commercial-General (DC-G) prior to 2019?	Yes
Consistent with Future Land Use Map:	Yes, Future Land Use Map designation is "Downtown Denton" which is consistent with a Mixed-Use Downtown zoning.
Analysis Summary:	• Area consists of multifamily and aging commercial uses and vacant lots. • Expanding MD zoning would create more flexibility for reuse of existing buildings and opportunities for redevelopment. • Greater flexibility to pursue Downtown-style development may encourage adaptive reuse and redevelopment in line with the Denton 2040 Comprehensive Plan and the DDD Plan, which both call for denser and more walkable infill development, supporting vibrant daytime and nighttime activity Downtown, and increasing housing options Downtown.
Recent Change in Area?	Yes – majority of lots were removed from the floodplain. See Exhibit 4.
Potential Negative Impacts Anticipated from expanding MD?	No – properties were previously zoned Downtown Commercial-General, properties are not adjacent to single-family residential uses, and street and utility infrastructure were recently upgraded.
Recommendation:	Expand MD zoning to all MN lots within Area 1.

	Area 2: South of Sycamore – West of Elm
	
Area:	~10 acres
Lots:	30 lots
Lot Breakdown by Use: *(Accuracy of use types limited by currency of city use data, which can vary by property).*	• 12 Commercial Lots • 4 Duplex/Triplex/Fourplex Lots • 9 Single-Family Residential Lots (5 owner-occupied) • 2 Multifamily Lots • 3 Vacant Lots
Current Zoning:	MN
Proposed Zoning:	MD
Zoned Downtown Commercial-General (DC-G) prior to 2019?	Yes (except for 1 lot zoned Downtown Residential 2)
Consistent with Future Land Use Map:	Yes, Future Land Use Map designation is "Downtown Denton" which is consistent with a Mixed-Use Downtown zoning.
Analysis Summary:	• Area is a mix of aging commercial lots fronting on South Elm Street, single-family residences and duplexes behind the commercial lots, and a large multifamily development to the south. • Expanding MD provides more opportunities to property owners to redevelop the area as a denser, more walkable mixed-use area, with more buildings fronting the street and less large parking lots. • Providing a consistent depth of MD zoning along South Elm Street removes a potential challenge for the future creation of larger, higher-quality multifamily and mixed-use developments, as well as smaller infill developments, both of which the DDD Plan envisions for this area. • Existing DDC buffer standards help mitigate potential negative impacts on existing single-family lots adjacent to the area proposed for expansion of MD zoning. Concerns about single-family residential uses within the area becoming non-conforming can be addressed by ordinance language.
Recent Change in Area?	Yes – 8 of 29 lots were removed from the floodplain. See Exhibit 4.
Potential Negative Impacts Anticipated from expanding MD?	No, ordinance expanding MD zoning into the area is written to state that single-family uses will remain conforming, and Denton Development Code buffer standards help mitigate potential negative impacts of the expansion of MD zoning on existing single-family lots adjacent to the area proposed for the rezoning.
Recommendation:	Expand MD zoning to all MN lots within Area 2, with ordinance language which keeps single-family uses within the area of expansion conforming.

	Area 3: South of Sycamore – East of Wainwright
	
Area:	~10.5 acres
Lots:	45 lots
Lot Breakdown by Use: *(Accuracy of use types limited by currency of city use data, which can vary by property).*	• 17 single-family residential (3 owner-occupied) • 17 Vacant lots • 1 Infrastructure lots • 1 Institutional • 7 Commercial lots • 2 Multifamily lots
Current Zoning:	MN and PF
Proposed Zoning:	MD
Zoned Downtown Commercial-General (DC-G) prior to 2019?	Yes
Consistent with Future Land Use Map:	Yes, Future Land Use Map designation is “Downtown Denton” which is consistent with a Mixed-Use Downtown zoning.
Analysis Summary:	• Area is a mix of commercial, residential, and multifamily uses, and it has the highest number of vacant lots of any of the areas studied. It is bifurcated by many streets, drainage channels, and city-owned drainage lots which limit available real estate. • Area of opportunity for adaptive reuse and redevelopment, given its proximity to the Square, many vacant lots, limited sidewalks, and aging residential and commercial buildings. • Available land for redevelopment is limited by the right-of-way and infrastructure cutting through the area, and by the large number of trees. MD provides more flexible standards than MN, which are likely needed to enable townhome, multifamily, and mixed-use development in this area.
Recent Change in Area?	Yes – majority of lots were removed from the floodplain. See Exhibit 4.
Potential Negative Impacts Anticipated from expanding MD?	No, ordinance expanding MD zoning into the area is written to state that single-family uses will remain conforming.
Recommendation:	Expand MD zoning to all MN lots in Area 3, with ordinance language keeping single-family uses within the area of expansion conforming.


Current Land Use
S Carroll Blvd
S Elm St
Locust St
Industrial St
W Sycamore St
E Sycamore St
Stroud St
W Prairie St
E Prairie St
Warren Ct
S Locust St
Maple St
Pacific St
Area proposed for rezoning
USES:
Single-Family Residential
Multifamily Residential
Duplex/Triplex
Commercial
Vacant
Infrastructure
Institutional/Religious/Educational
35
35W
35E
0 Feet
200 Feet

Downtown Floodplain Removal Map



Comparison of Key Allowed Uses – MN & PF (Current) to MD (Proposed):

	PF	MN	MD
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply			
Single-Family Detached Dwelling		P+	
Townhome		P+	P+
Duplex		P+	P+
Triplex		P+	P+
Fourplex		P+	P+
Multifamily Dwelling		P+	P+
Work/Live Dwelling		P+	P+
Chapter House		S	
Community Home		P+	P+
Dormitory		S	P
Elderly Housing		P+	P+
Group Home		S+	S+
Public, Institutional, Religious, and Civic Uses			
Club or Lodge		P+	P
Community Service	P	P	P
Day Care, Adult or Child		P	P
Funeral and Internment Facility			S
Homeless Shelter	P+	S+	S+
Landfill, City-Owned	P		
Park, Playground, Open Space	P	P	P
Religious Assembly	P+	P+	P+
Educational Facilities			
Business or Trade School		P+	P+
College or University			P
School, Private	P	P	P
School, Public	P	P	P
Healthcare Facilities			
Hospital Services			
Medical Clinic		S+	S+
Medical Office		P+	P+

	PF	MN	MD
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply			
Commercial Uses			
Agricultural and Animal Uses			
General Agriculture	P+	P+	P+
Commercial Stable	P+	P+	P+
Community Garden	P	P	P
Urban Farm	P	P	P
Veterinary Clinic		P	P+
Recreation and Entertainment			
Amenity Center		P	P
Indoor Recreation Facility		P	P
Outdoor Recreation Facility		S	S
Food and Beverage Services			
Bar, Tavern, or Lounge		S+	P
Mobile Food Court		S+	S+
Private Club		P+	P+
Restaurant		P+	P
Restaurant, with Drive-Through		S+	S+
Office, Business, and Professional Services			
Administrative, Professional, and Government Office	P	P+	P+
Bank or Financial Institution		P+	P+
Musician Studio		P+	P+
Credit Access Business		S+	P+
Printing, Copying, and Publishing Establishment		S	P
Personal Services			
Laundry Facility, Self-Service		P+	P+
Personal Service, General		P	P
Tattoo and Body Piercing Parlor		P+	P+
Retail Sales			
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet	P	P	P
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet		P	P
General Retail Unless Otherwise Specified, More than 15,000 Squ. Ft.		S	S
Smoke Shop			P

	PF	MN	MD
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply			
Lodging Facilities			
Bed and Breakfast		P+	P+
Boarding or Rooming House		S	P
Hotel		P	P
Short-Term Rental		P+	P+
Vehicles and Equipment			
Automotive Fuel Sales		S+	S+
Automotive Repair Shop, Major			
Automotive Repair Shop, Minor		S+	
Automotive Sales or Leasing			
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard			
Parking Lot as a Principal Use			P
Manufacturing and Processing			
Craft Alcohol Production		S	P+
Food Processing, Less than 2,500 Square Feet		P+	P+
Food Processing, More than 2,500 Square Feet		S+	S+
Gas Well		P+	P+
Manufacturing, Artisan		P+	P+
Manufacturing, Low-Impact			S+
Data Center, Modular	S+		
Data Center, Warehouse	P+		
Outdoor Storage (as a primary use)	S+		
Storage and Warehousing			
Self-Service Storage		S+	S+
Accessory Uses			
Accessory Dwelling Unit		P+	
Home Occupation		P+	P+
Outdoor Storage, Accessory	P+		
Sale of Produce and Plants Raised on Premises		P+	P+
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+

(Most uses which are prohibited in both MN and MD are not shown)

Expanding Opportunities in Southern Downtown

May 2025 Neighborhood Meeting Notes:

Meeting 1 – May 7:

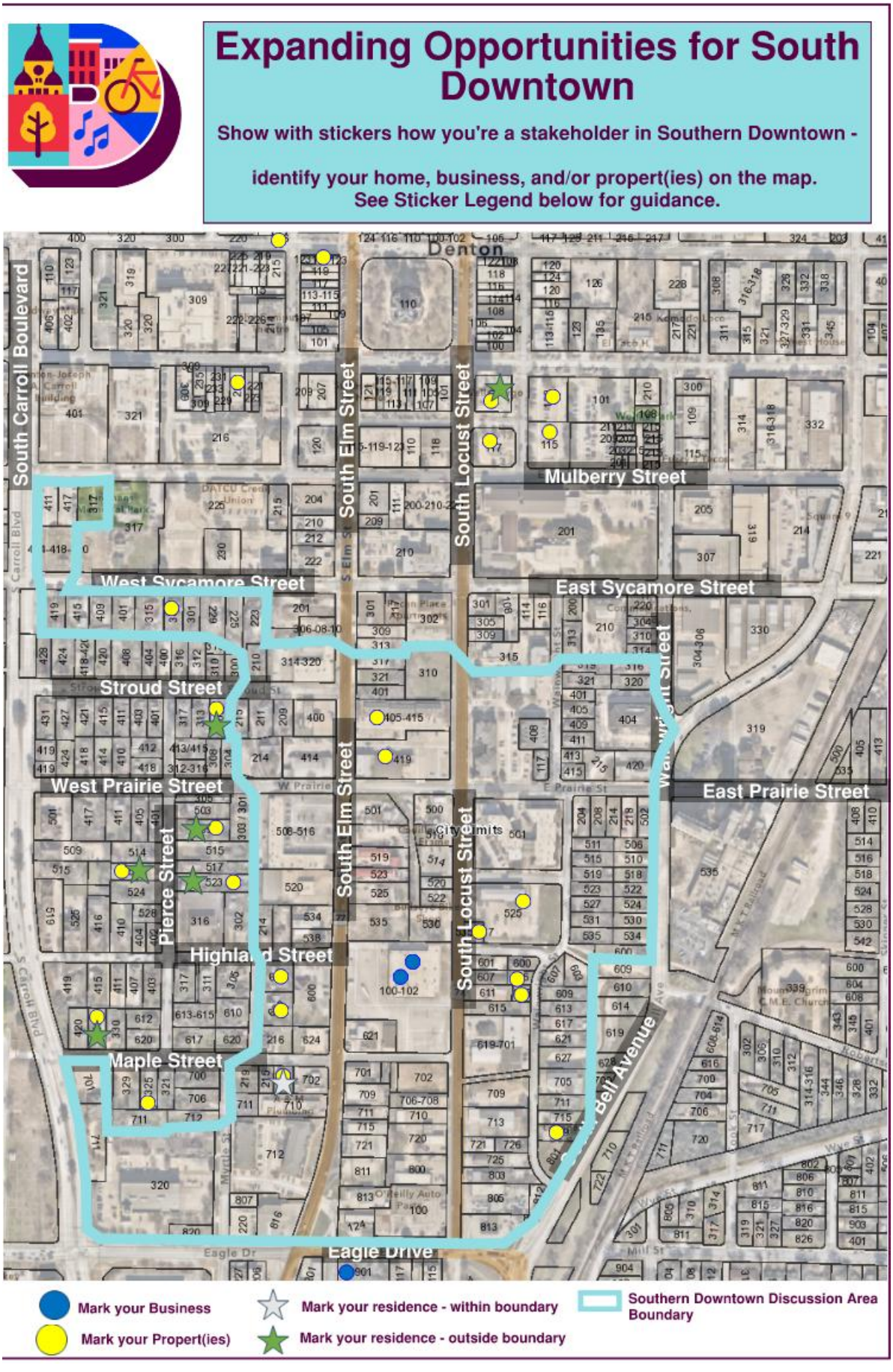
- Attendees: 8
- Discussion Topics:
    - Can Single- Family uses stay?
    - Will this bring in Vape shops or gambling?
    - Parking
    - Height concern
    - Need Grocery
    - Historic designations would be nice
    - Density concern
    - Want to make sure there are buffer requirements
    - Building heights - how high could buildings go
    - Owners should have the rights they had when they purchased the property (DC-G)
- Overall Response: Support for Staff Recommendations

Meeting 1 – May 7:

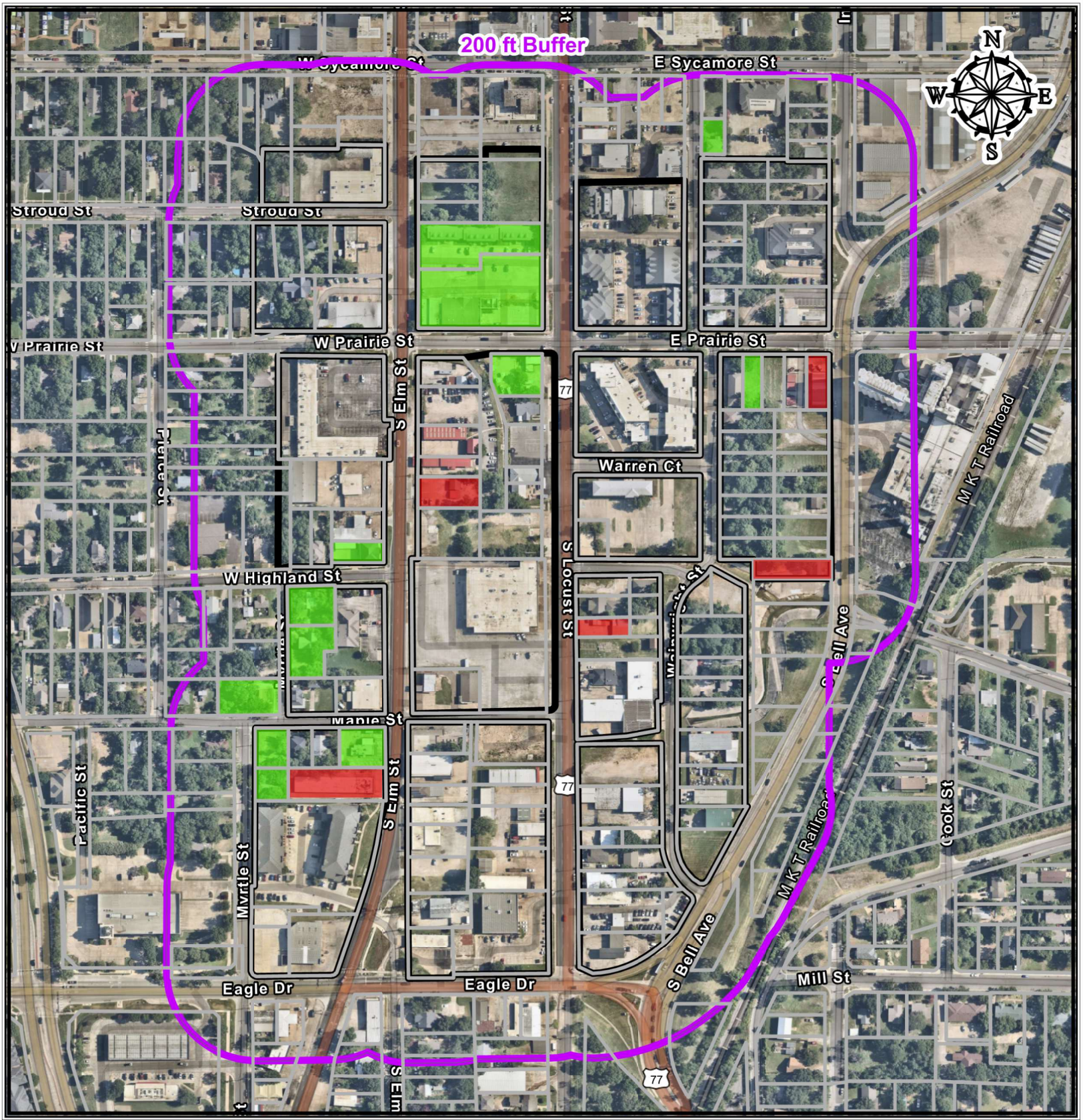
- Attendees: 11 (one repeat from first meeting)
- Discussion Topics:
    - Need to incentivize people to come in and develop this area
    - Parks make sense
    - Construction challenges
    - Speeding is an issue
    - Less parking required is good
    - Question of where parking will be provided
    - Likes idea of change
    - Likes that more auto businesses won't be allowed
    - Protect the trees

    - More street trees, landscaping, and sidewalks are good
    - No concern with leaving Areas 4-5 as MN
    - Loves Downtown activities and design
    - Totally fine with rezoning Areas 1-3
    - Some concern about property their church leases being sold, due to the investment they made in the building
    - Prefer not to have superblocks of multifamily, prefer more townhomes
- Overall Response: Support for Staff Recommendations

Neighborhood Attendee Map – Showing Attendee Sticker Responses:

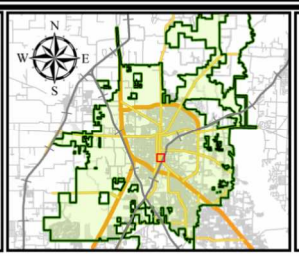


Expanding Opportunity in Southern Downtown
Notification Response Map



Response

- No Response
- In Favor
- Opposition



0 90 180 360 Feet

CITY OF DENTON
Development Services · GIS
Date: 10/8/2025

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Response Form

Project Number: Z25-0011
Expanding Opportunities In Southern Downtown

In order for your opinion to be counted, please complete and mail this form to:
City of Denton Development Services
Attn: Sean Jacobson, Associate Planner
401 N. Elm St.
Denton, TX 76201
You may also email to sean.jacobson@cityofdenton.com or call (940) 349-8584.
Please note any responses are subject to public information requests including the informatio

Project Number Z25-0011
Meeting Date (September 24, 2025)

Please select one:
In favor of request ✓
Opposed to request
Comments:
in favor of request. The proposed MD zoning district is a zoning designation consistent with the Design Downtown.Denton vision for the future development of this area.

Signature: Melissa Lenaburg
By: Melissa C. Lenaburg, Manager

Printed Name: DEN10 FOUR 702 LLC

Street Address: 122 Industrial St

City, State and Zip Code: Denton, TX 76201-4224

Phone Number: 940-300-6067

Email Address: Lenaburgtexas@gmail.com

Physical Address (within 200 feet): 702 S Elm St, Denton, TX 76201-6810

OUR CORE VALUES
Integrity Fiscal Responsibility Transparency Outstanding Customer Service
ADA/EOE/ADEA www.cityofdenton.com TDD (800) 735-2989

Response Form

Project Number: Z25-0011
Expanding Opportunities In Southern Downtown

In order for your opinion to be counted, please complete and mail this form to:
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You may also email to sean.jacobson@cityofdenton.com or call (940) 349-8584.
Please note any responses are subject to public information requests including the information provided below.

Project Number Z25-0011
Meeting Date (September 24, 2025)

Please select one:
In favor of request
Opposed to request

Comments:

in favor of request. The proposed MD zoning district is a zoning designation consistent with the Design Downtown Denton vision for the future development of this area.

Signature: Melissa Lenaburg

By: Melissa C. Lenaburg, Account Holder

Printed Name: Quest IRA, Inc fbo Melissa C. Lenaburg

#1535121

Street Address: 122 Industrial St

City, State and Zip Code: Denton, TX 76201

Phone Number: 940-300-6067

Email Address: Lenaburgtexas@gmail.com

Physical Address (within 200 feet): 208 E Prairie St, Denton, TX 76201-6108

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number: Z25-0011
Expanding Opportunities In Southern Downtown

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Sean Jacobson, Associate Planner
401 N. Elm St.
Denton, TX 76201

You may also email to sean.jacobson@cityofdenton.com or call (940) 349-8584. Please note any responses are subject to public information requests including the information provided below.

Project Number Z25-0011

Meeting Date (September 24, 2025)

Please circle one:

☐ In favor of request ☑ Opposed to request

Comments:

Signature: M A Lima

Printed Name: Max A. Lima.

Street Address: 502 S. Bell Ave.

City, State and Zip Code: Denton Texas 76201

Phone Number: 940-381-6735

Email Address: automax78@gmail.com .

Physical Address of Property within 200 Feet:

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number: Z25-0011
Expanding Opportunities In Southern Downtown

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Project Number Z25-0011

Meeting Date (September 24, 2025)

Please circle one:

☒ In favor of request ☐ Opposed to request

Comments:

Signature: Giriraj Bhetwal

Printed Name: Giriraj Bhetwal

Street Address: 500 S Locust St

City, State and Zip Code: Denton, TX, 76201

Phone Number: 940-300-1445

Email Address: itsgiriraj@icloud.com

Physical Address of Property within 200 Feet:

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number: Z25-0011
Expanding Opportunities In Southern Downtown

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Sean Jacobson, Associate Planner
401 N. Elm St.
Denton, TX 76201

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Project Number Z25-0011

Meeting Date (September 24, 2025)

Please circle one:

□ In favor of request (□ Opposed to request)

Comments: Core dentonites are being run out in the name of "development" and Denton is becoming, over crowded, commercial and has lost it's small town tight knit feel. Keep original businesses who helped Denton grow.

Signature: [signature]

Printed Name: Hugo Cruz

Street Address: 525 S Elm st, 611 S Locust, 2309 Eagle Nest ct.

City, State and Zip Code: Denton, TX 76201 & 76209

Phone Number: (940) 595-0644

Email Address: hugosalto525@yahoo.com

Physical Address of Property within 200 Feet: 525 S Elm st + 611 S Locust st.

CITY OF DENTON

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number: Z25-0011
Expanding Opportunities In Southern Downtown

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Sean Jacobson, Associate Planner
401 N. Elm St.
Denton, TX 76201

You may also email to sean.jacobson@cityofdenton.com or call (940) 349-8584. Please note any responses are subject to public information requests including the information provided below.

Project Number Z25-0011

Meeting Date (September 24, 2025)

Please ~~circle one~~:

☑ In favor of request ☐ Opposed to request

Comments: NONE

Signature: [signature]

Printed Name: KENT HILLMAN

Street Address: 508 SAM DAWS RD. ARGYLE, TX 76226

City, State and Zip Code: ARGYLE, TX

Phone Number: (940) 453-6892

Email Address: KNRBHILL@GMAIL.COM

Physical Address of Property within 200 Feet: 538/540 ELM ST.

Re: Z25-0011 - clarification for SF

JK

Jessica King <jlk.jessica.king@gmail.com>
To Jacobson, Sean M.

Reply | Reply All | Forward

Fri 9/19/2025 3:52 PM

You forwarded this message on 9/22/2025 8:38 AM.

Hi Sean,

Thank you for your call and email to clarify the updated zoning change. Below is my letter in support for all properties.

I am the property owner of 313 Wainwright Street, 219 Maple Street, and 601, 609, and 620 Myrtle Street, and I am in full support of the proposed zoning change from MN to MD.

I'm encouraged by the City's strategic planning and investment in this area of downtown.

This change will give local property owners like myself the ability to pursue small-scale development that adds to Denton's vitality.

By reducing restrictive and costly barriers, the new zoning makes it possible to increase density in the city core and create more diverse housing options.

Thank you for supporting thoughtful growth that strengthens both the downtown neighborhoods and the city as a whole.

Regards,

Jess King
Phone: (940) 395-1609
JLK.jessica.king@gmail.com

CITY OF DENTON

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form
Project Number: Z25-0011a
Expanding Opportunities In Southern Downtown

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Sean Jacobson, Associate Planner
401 N. Elm St.
Denton, TX 76201

You may also email to sean.jacobson@cityofdenton.com or call (940) 349-8584. Please note any responses are subject to public information requests including the information provided below.

Project Number Z25-0011a

Meeting Date (October 21, 2025)

Please circle one:

□ *In favor of request* ■ Opposed to request

Comments: We Survive the floods Back in the 50's The city Correct it. NOW Leave us along can't do nothing now in this economy. Where we going to go.

Signature: Wanda Parks Evis Parks

Printed Name: WANDA PARKS EVIS PARKS

Street Address: 714 MORSE STREET

City, State and Zip Code: Denton, Texas 76205

Phone Number: 940-387-5187

Email Address:

Physical Address of Property within 200 Feet: 600 South Bell Ave. Denton TX. 76205

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number Z25-0011
Expanding Opportunities in Southern Downtown

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Sean Jacobson, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to sean.jacobson@cityofdenton.com or call (940) 349-8584. Please note any responses are subject to public information requests including the information provided below.

Project Number

Meeting Date: September 24, 2025

Please circle one:

☑ In favor of request ☐ Opposed to request

Comments:

Signature: Brandy Pope

Printed Name: Brandy Pope

Street Address: 101 S Locust #404

City, State and Zip Code: Denton, TX 76201

Phone Number: 940-230-1299

Email Address: brandy@sbpcommercial.com

Physical Address of Property within 200 Feet:
101 S Locust St, Denton, TX

Re: Southern DT Rezoning

Brandy Pope <brandy@sbpcommercial.com>
To Jacobson, Sean M.

Follow up. Start by Tuesday, October 7, 2025. Due by Tuesday, October 7, 2025.
You forwarded this message on 10/8/2025 8:37 AM.

This message has originated from an **External Source**. Please be cautious regarding links and attachments.

Please be advised that the letter provided applies to all properties owned and/or managed by Scott Brown Commercial that are located in the Southern downtown area, including:

405 S Elm St
415-419 S Elm St

Brandy Pope
Property Manager
Scott Brown Commercial
1400 Dallas Dr
Denton, TX 76205
(940) 320-1200 office
(940) 230-1299 cell

Jacobson, Sean M.

From: Welborn, Cathy
Sent: Monday, September 22, 2025 2:28 PM
To: Jacobson, Sean M.
Cc: Atkinson, Leia; Zagurski, Hayley
Subject: FW: New eComment for Planning and Zoning Commission on 2025-09-24 5:30 PM

Please see the below eComment.

From: noreply@granicusideas.com <noreply@granicusideas.com>
Sent: Monday, September 22, 2025 2:26 PM
To: McDade, Sherri <Sherri.McDade@cityofdenton.com>; McDuff, Mary Ann <MaryAnn.McDuff@cityofdenton.com>; Pruett, Eric <Eric.Pruett@cityofdenton.com>; Dyer, Lisa <Lisa.Dyer@cityofdenton.com>; Riggs, Clay <Clay.Riggs@cityofdenton.com>; Garland, Erica <Erica.Garland@cityofdenton.com>; Welborn, Cathy <Cathy.Welborn@cityofdenton.com>; Robinson, Kelly <Kelly.Robinson@cityofdenton.com>; Zagurski, Hayley <Hayley.Zagurski@cityofdenton.com>; Keith.Ketchersid@cityofdenton.com; Rex, Ingrid <Ingrid.Rex@cityofdenton.com>; City Secretary <City.Secretary@cityofdenton.com>
Subject: New eComment for Planning and Zoning Commission on 2025-09-24 5:30 PM

This message has originated from an **External Source**. Please be cautious regarding links and attachments.

City of Denton, TX

New eComment for Planning and Zoning Commission on 2025-09-24 5:30 PM

Wouter van Erve submitted a new eComment.

Meeting: Planning and Zoning Commission on 2025-09-24 5:30 PM

Item: C. Z25-0011 Hold a public hearing and consider making a recommendation to City Council regarding a City-initiated zoning change from Public Facilities (PF) District to Mixed-Use Downtown (MD) District on approximately 1.08 acres, and from Mixed-Use Neighborhood (MN) District to Mixed-Use Downtown on approximately 42.62 acres. The overall approximately 43.7-acre site is generally located north of Eagle Drive and south of Sycamore Street, between Bell Avenue and Myrtle Street in the City of Denton, Denton County, Texas. (Z25-0011, Expanding Opportunity in Southern Downtown, Sean Jacobson)

eComment: This proposal is consistent with the Denton 2040 vision and the Downtown Plan that calls for more density in the urban core of the city. This proposal will allow for greater economic opportunities downtown, and encourage development in a place where people are looking for

things to do, while at the same time creating opportunities to build homes that will create a vibrant environment as well as a captive customer base for new businesses.

View and Analyze eComments

This email was sent from https://denton-tx.granicusideas.com.

Unsubscribe from future mailings

CITY OF DENTON

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number: Z25-0011
Expanding Opportunities In Southern Downtown

In order for your opinion to be counted. please complete and mail this form to:

City of Denton Development Services
Attn: Sean Jacobson, Associate Planner
401 N. Elm St.
Denton, TX 76201

You may also email to sean.jacobson@cityofdenton.com or call (940) 349-8584. Please note any responses are subject to public information requests including the information provided below.

Project Number Z25-0011

Meeting Date (September 24, 2025)

Please circle one:

X In favor of request ONLY Opposed to request

Comments: 711 MYRTLE STREET DENTON IS BEING USED AS RENTAL PROPERTY TO SUPPLEMENT OUR RETIREMENT INCOME, NEW TENANTS WITH NEW LEASE MOVED IN ABOUT A MONTH AGO.

Signature: Gary W. Yount

Printed Name: GARY W. YOUNT

Street Address: P.O. BOX 995

City, State and Zip Code: WILLIS, TEXAS 77378-0995

Phone Number: 936-499-5025

Email Address: G.YOUNT@MAC.COM

Physical Address of Property within 200 Feet: 711 MYRTLE STREET. DENTON, TX.


TRUCK
ROUTE
CITY OF
DENTON
Notice of Public Hearing
Project Number: Z25-0011
Project Name: Expanding opportunity
Request: in Southern Downtown
Rezone from PF and MN districts to MD district.
More Info:
cityofdenton.com/ProjectInfo
(940) 349-8600


BELL AVE
INDUSTRIAL ST
400
CITY OF
DENTON
Notice of Public Hearing
Project Number: Z25- 0011
Project Name: Expanding opportunity in Southern Downtown
Request:
Rezone from PF and MN districts to MD district.
More Info:
cityofdenton.com /ProjectInfo
(940) 349-8600

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM PUBLIC FACILITIES (PF) DISTRICT TO MIXED-USE DOWNTOWN (MD) DISTRICT ON APPROXIMATELY 1.08 ACRES OF LAND, AND FROM MIXED-USE NEIGHBORHOOD (MN) DISTRICT TO MD DISTRICT ON APPROXIMATELY 42.62 ACRES, TOTALING APPROXIMATELY 43.7 ACRES OF LAND, GENERALLY LOCATED NORTH OF EAGLE DRIVE AND SOUTH OF SYCAMORE STREET, BETWEEN BELL AVENUE AND MYRTLE STREET IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING THAT EXISTING SINGLE-FAMILY RESIDENTIAL USES WITHIN THE AREA SUBJECT TO THE CHANGE IN ZONING DISTRICT AND USE CLASSIFICATION SHALL REMAIN LEGAL USES AND SHALL NOT BE MADE NON-CONFORMING BY THIS ORDINANCE; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF $2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Z25-0011a)

WHEREAS, The City of Denton has initiated a request to rezone approximately 43.7 acres of land from Mixed-Use Neighborhood (MN) and Public Facilities (PF) to Mixed-Use Downtown (MD) District, legally described in **Exhibit "A"** and generally depicted in the map in **Exhibit "B,"** both of which are attached hereto and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, the requested zoning change is consistent with the implementation actions recommended by the Design Downtown Denton Plan, approved on September 17, 2024, in order to encourage more downtown-style residential and mixed-use development in this area by providing greater flexibility to property owners to fully utilize their properties; and

WHEREAS, the requested zoning change received favorable feedback from area residents and property owners during public engagement meetings held in May of 2025; and

WHEREAS, the requested zoning change to Mixed-Use Downtown is consistent with the "Downtown Denton" Future Land Use Map designation shown for this area in the Denton 2040 Comprehensive Plan; and

WHEREAS, on September 24, 2025, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval [3-1] of the request; and

WHEREAS, on October 21, 2025, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code (DDC), and is consistent with the Denton 2040 Comprehensive Plan and the DDC; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for a change in zoning district and use classification for the Property, have determined that the proposed use is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference and found to be true.

SECTION 2. The zoning district and use classification for the Property described and depicted in **Exhibits "A"** and **"B"**, respectively, is hereby changed to Mixed-Use Downtown (MD) District.

SECTION 3. The City's official zoning map is hereby amended to show the established zoning district and use classification.

SECTION 4. All single-family residential uses within structures legally existing at the time of adoption of this ordinance that are located within the boundaries of the Property may continue to exist as legal and conforming uses, and the legally existing structures containing those single-family residential uses may continue to exist as legal and conforming structures, subsequent to passage of these regulations. These legally existing single-family residential uses are located at the addresses listed in **Exhibit "C"**. Notwithstanding single-family residences not being a permitted use in the Mixed-Use Downtown (MD) zoning district per DDC Subsection 5.2.3, these existing single-family residential uses, and the legally existing structures within which they are located, shall be exempt from the requirements of DDC Subsection 1.5.3 Nonconforming Uses and Subsection 1.5.4 Nonconforming Structures, as amended or its successors, pertaining to nonconforming uses or structures. The address(es) to which this section is applicable are listed in **Exhibit "C"**.

SECTION 5. Any Specific Use Permit granted to a use located within the boundaries of the Property, which use is permitted by right within the Mixed-Use Downtown (MD) zoning district, is hereby revoked, along with any conditions of approval which were applied to any such SUP at the time of its approval. Henceforth such use(s) may operate, in accordance with all requirements of the DDC for that use within the Mixed-Use Downtown (MD) zoning district, without need of a Specific Use Permit. The address to which this section is applicable is listed in **Exhibit "D"**.

SECTION 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 7. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by

fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 8. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon

Exhibit A

Legal Description

All that certain lot, tract or parcel of land lying and being situated in the City of Denton, County of Denton, State of Texas, and being all or part of the WM Loving Survey, Abstract Number 759, A. Hill Survey, Abstract Number 623, and H. Cisco Survey, Abstract Number 1184 and being more particularly described as follows:

BEGINNING at the centerline intersection of Myrtle Street and Eagle Drive;
Thence North, along and near the centerline of Myrtle Street, a distance of 635.5 feet to a point for a corner and being the intersection of Myrtle Street and Maple Street;

Thence East, along and near the centerline of Maple Street, a distance of 87.3 feet to a point for a corner and being the intersection of Maple Street and Myrtle Street;

Thence North, along and near the centerline of Myrtle Street, a distance of 339.4 feet crossing the intersection of Myrtle Street and Highland Street, a total distance of 354.9 feet to a point for a corner on the north line of Highland Street and the south line of Block 33, of the Original Town of Denton, Denton County, Texas;

Thence West, along the south line of said Block 33, a distance of 10.3 feet to a point for a corner being the southwest corner of said Block 33;

Thence North, along the West line of said Block 33, a distance of 260 feet to a point for a corner;

Thence North along the West line of said Block 33, a distance of 90 to a point for a corner;

Thence West, a distance of 29 feet to a point for a corner;

Thence North, along the West line of said Block 33, a distance of 155 feet to a point on the south line of Prairie Street;

Thence North, across said Prairie Street, a distance of 60 feet to a point for a corner and being on the north line of said Prairie Street;

Thence West along the north line of said Prairie Street, a distance of 25 feet to a point for

a corner;

Thence North, a distance of 131 feet to a point for a corner;

Thence West, a distance of 27 feet to a point for a corner;

Thence North, a distance of 135 feet to a point for a corner on the south line of Stroud Street;

Thence East, along the south line of Stroud Street, a distance of 51.4 feet to a point for a corner on the south line of Stroud Street;

Thence North, a distance of 45 feet crossing the north line of Stroud Street, a total distance of 180 feet to a point for a corner being the northwest corner of a 0.196 acre tract described in the Deed from Brenda S; McCutcheon to Gregory C. Fowler and Luann Awtrey, recorded by County Clerk File number 2007-107220, Real Property Records, Denton County, Texas;

Thence East, along with the north line of said 0.196 acre tract, a distance of 67 feet to a point for a corner on the west line of Block 26, of the Original Town of Denton, Denton County, Texas;

Thence North, along the west line of said Block 26, a distance of 3.5 feet to a point for a corner on the west line of said Block 26;

Thence East, a distance of 108 feet to a point for a corner;

Thence North, a distance of 9 feet to a point for a corner;

Thence East, a distance of 117 feet to a point for a corner on the west line of Elm Street;

Thence South, along the west line of said Elm Street, a distance of 37 feet to a point for a corner on the west line of Elm Street;

Thence East, across said Elm Street, a distance of 80 feet to a point for a corner on the east line of said Elm Street;

Thence East, a distance of 150 feet to a point for a corner;

Thence North, a distance of 23 feet to a point for a corner;

Thence East, a distance of 150 feet to a point for a corner on the west line of Locust Street;

Thence East, across said Locust Street, a distance of 80 feet to a point for a corner on the east line of said Locust Street;

Thence South, along the east line of said Locust Street, a distance of 80.9 to a point for a corner on the east line of said Locust Street and being the southwest corner of Lot 1, Block 1, King Addition, being recorded by County Clerk file number 2011-1, Plat Records, Denton County, Texas;

Thence South 89 Degrees 36 Minutes 10 Seconds East, along the south line of said Lot 1, a distance of 252.99 feet to a point for a corner.

Thence North 00 Degrees 10 Minutes 08 Seconds East, along the east line of said Lot 1, a distance of 52.2 feet to a point for a corner being on the west line of said Wainwright Street;

Thence East, across said Wainwright Street, a distance of 45 feet to a point for a corner being the southwest corner of Lot, 1 Block A, Jester Addition, being recorded by County Clerk file number 2013-283, Plat Records, Denton County, Texas;

Thence North 89 Degrees 37 Minutes 50 Seconds East, along the south line of said Lot 1, a distance of 205.48 feet to a point for a corner being the southeast corner of said Lot 1;

Thence East, a distance of 100 feet to a point for a corner being on the west line of Industrial Street;

Thence South, along the west line of said Industrial Street, a distance of 400 feet to a point for a corner being on the north line of Prairie Street and west line of Bell Avenue;

Thence South, across said Prairie Street and along the west line of said Bell Avenue, a distance of 60 feet to a point for a corner on the west line of said Bell Avenue;

Thence South, along the west line of said Bell Avenue, a distance of 537 feet to a point for a corner;

Thence West, a distance of 185 feet to a point for a corner being the east line of an Alley;

Thence South, a long the east line of said Alley, a distance of 594 feet to a point for a corner being on the centerline of said Bell Avenue;

Thence Southwest, along the centerline of said Bell Avenue, a distance of 240 feet to a point for a corner being the centerline intersection of Eagle Drive, Dallas Drive and said Bell Avenue;

Thence West, along the centerline of said Eagle Drive, a distance of 994 feet to the POINT OF BEGINNING, Save and Except all areas of public roads, Myrtle Street, Maple Street, Highland Street, Prairie Street, Stroud Street, Elm Street, Locust Street, Wainwright Street, Warren Court, Industrial Street, Bell Avenue, Eagle Drive, Dallas Drive, Alleys and Fee Simple for public use, containing in all approximately 43.8 acres of land.

Exhibit B

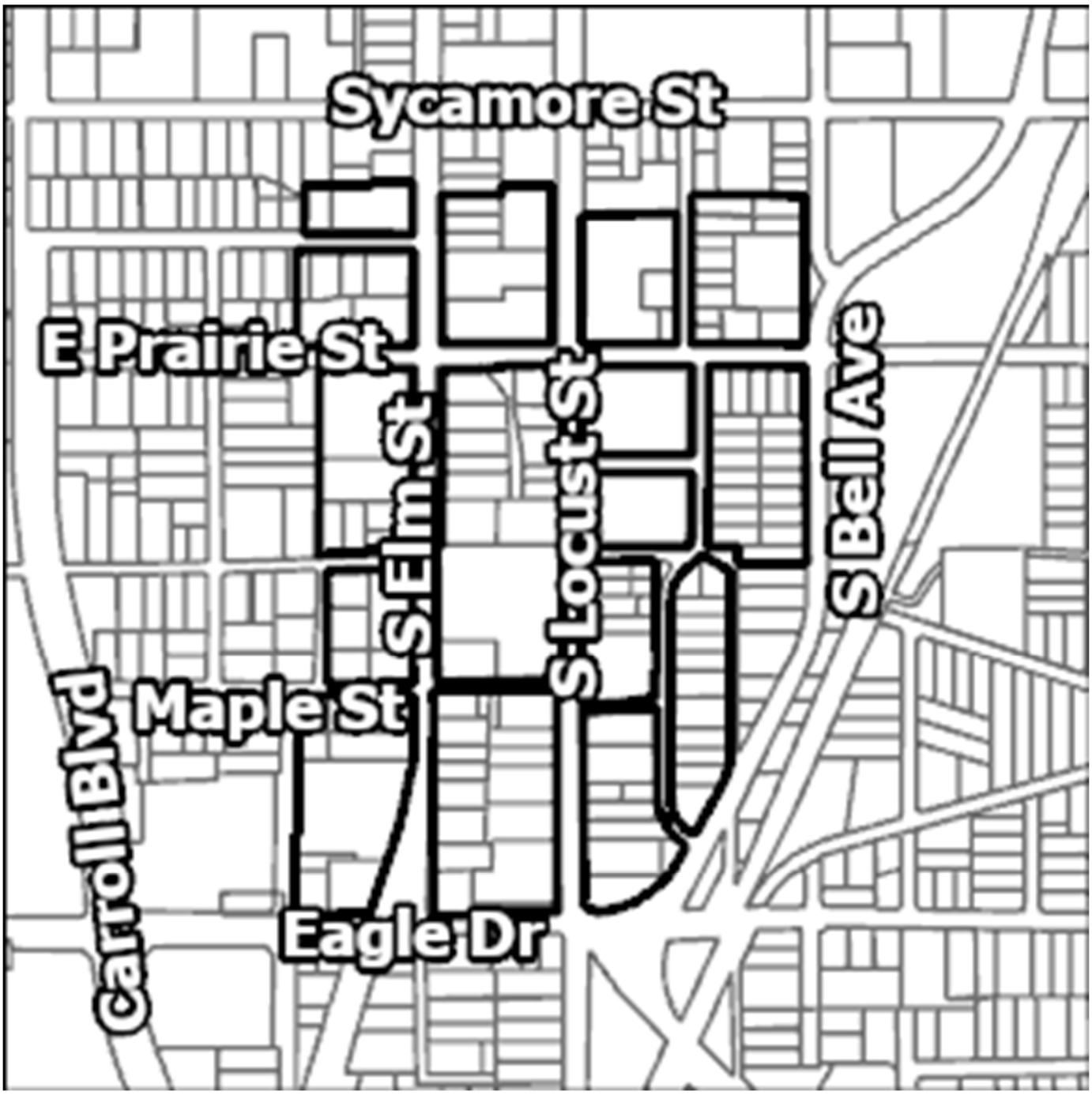

Sycamore St
E Prairie St
S Elm St
S Locust St
S Bell Ave
Maple St
Carroll Blvd
Eagle Dr

Exhibit C

Existing Single-Family Residential Uses In Rezoning Area As Of September 10, 2025
319 Wainwright Street
321 Wainwright Street
401 Wainwright Street
405 Wainwright Street
409 Wainwright Street
411 Wainwright Street
413 Wainwright Street
415 Wainwright Street
511 Wainwright Street
519 Wainwright Street
523 Wainwright Street
617 Wainwright Street
621 Wainwright Street
600 South Bell Avenue
214 West Highland Street
601 Myrtle Street
215 Maple Street
211 Maple Street
210 Stroud Street
209 Stroud Street
211 Stroud Street

215 Stroud Street
214 W Prairie Street
711 Myrtle Street
320 Industrial Street
316 Industrial Street

Exhibit D

Properties With A Specific Use Permit For A Use Permitted By-Right in MD Zoning As Of September 10, 2025
400 S Elm Street

Z25-0011a Expanding Opportunities in Southern Downtown

Sean Jacobson

Associate Planner

October 21, 2025

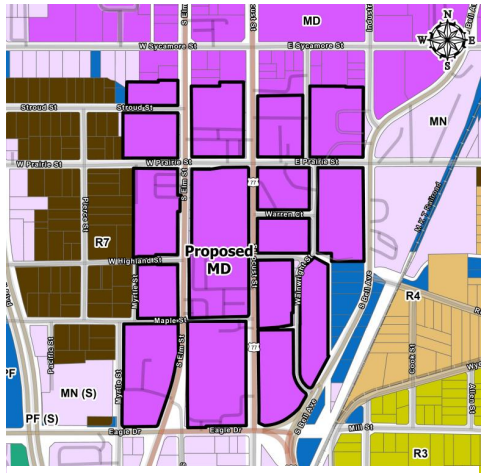


Request

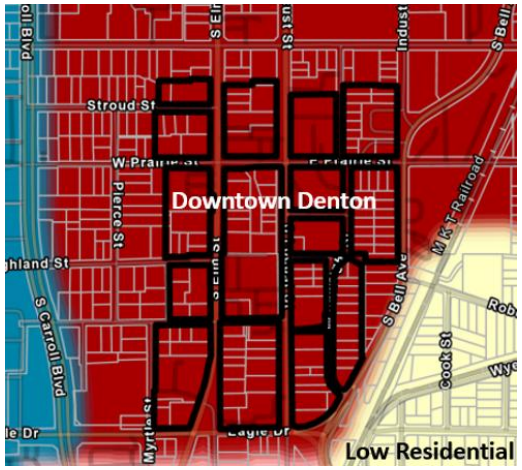
- City-initiated to rezone approximately 43.7 acres from **Public Facilities (PF)** & **Mixed-Use Neighborhood (MN)** to **Mixed-Use Downtown (MD)** District
- **Future Land Use:** Downtown Denton
- **Recommendation:** Complies with criteria for approval



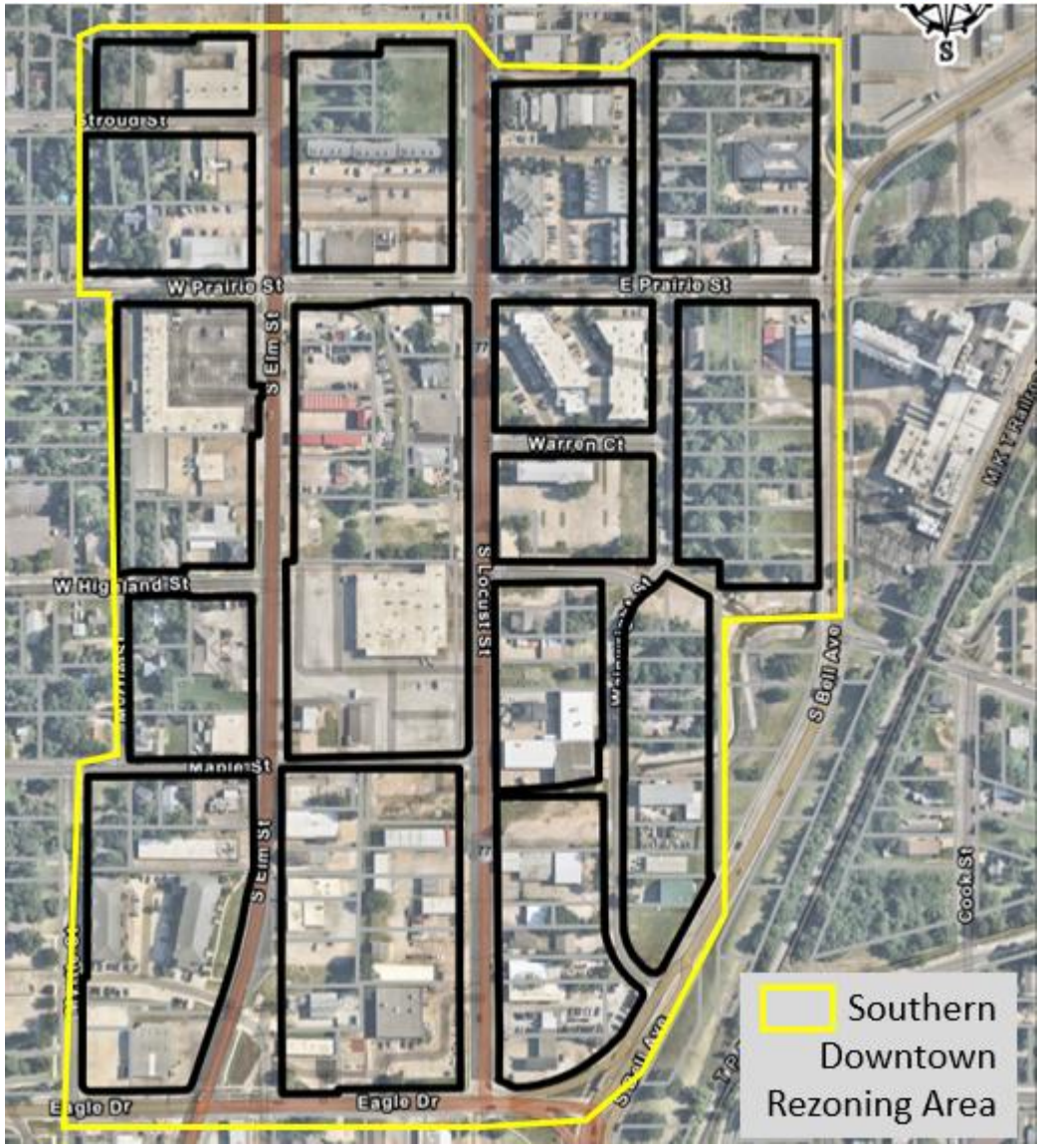
Existing Zoning: PF & MN



Proposed Zoning: MD

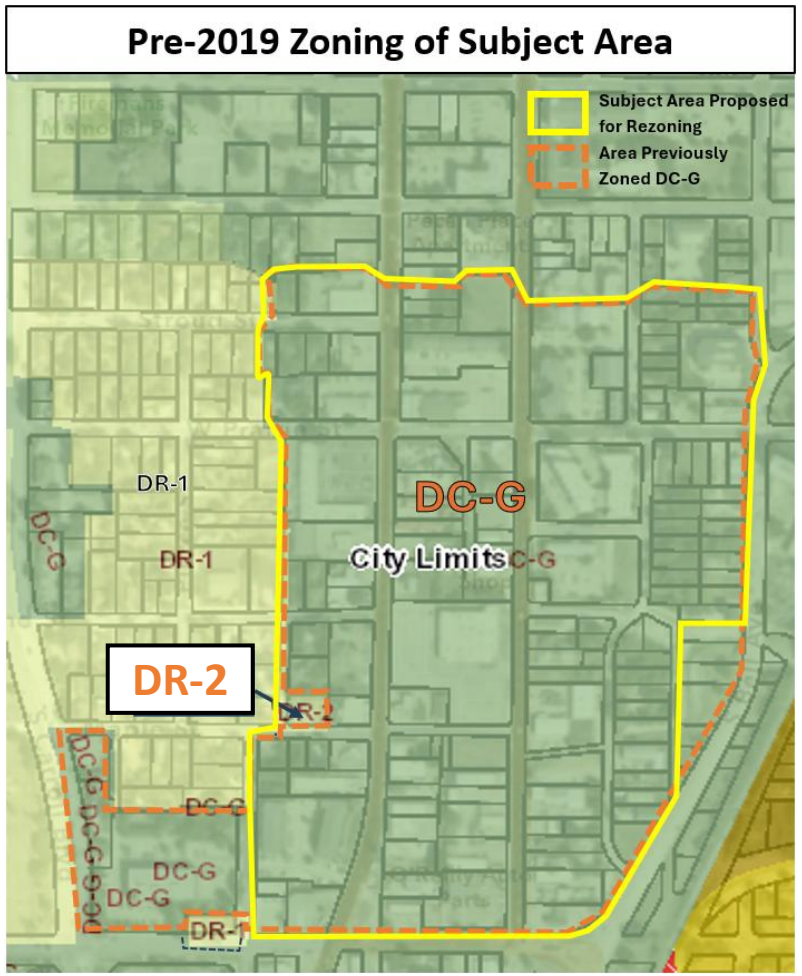


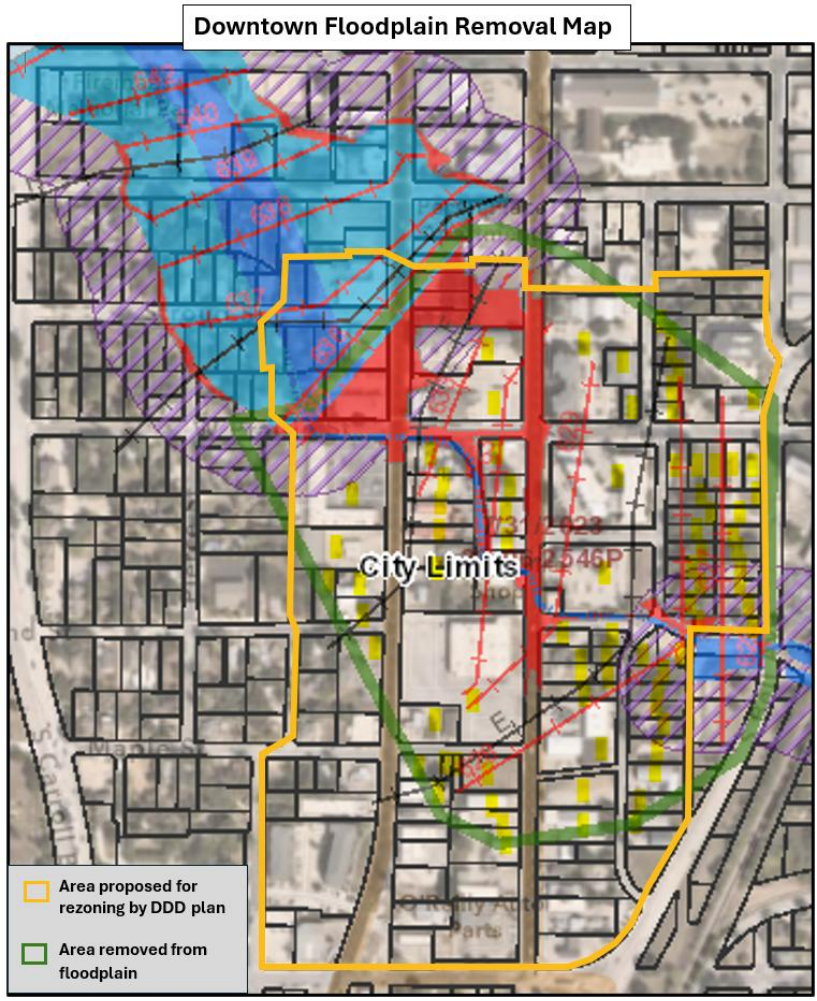
Future Land Use Map: Downtown Denton



History

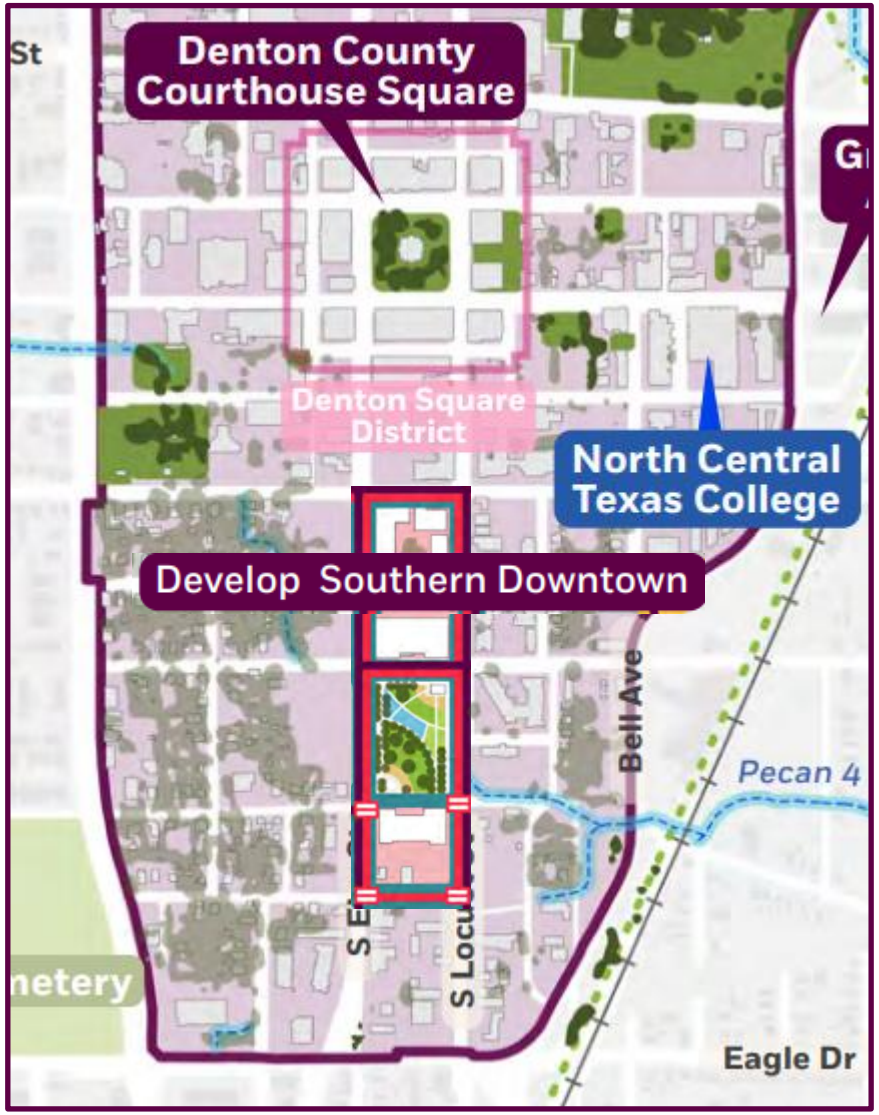
- **2002**: Downtown south of Sycamore to Eagle is zoned the same as around the Square: Downtown Commercial-General (DC-G)
- **2010**: Downtown Implementation Plan (DTIP) passed, boundary excludes Southern Downtown south of Sycamore – floodplain limits redevelopment potential in the area
- **2019:** City-wide Zoning Transition to new districts, only DTIP properties (closer to the Square) transition to MD, while Southern Downtown rezones to MN
- **2024:** PEC-4 Project removes much of Southern Downtown from floodplain, allowing expansion and new construction for first time in decades
- **2024:** Design Downtown Denton Plan process





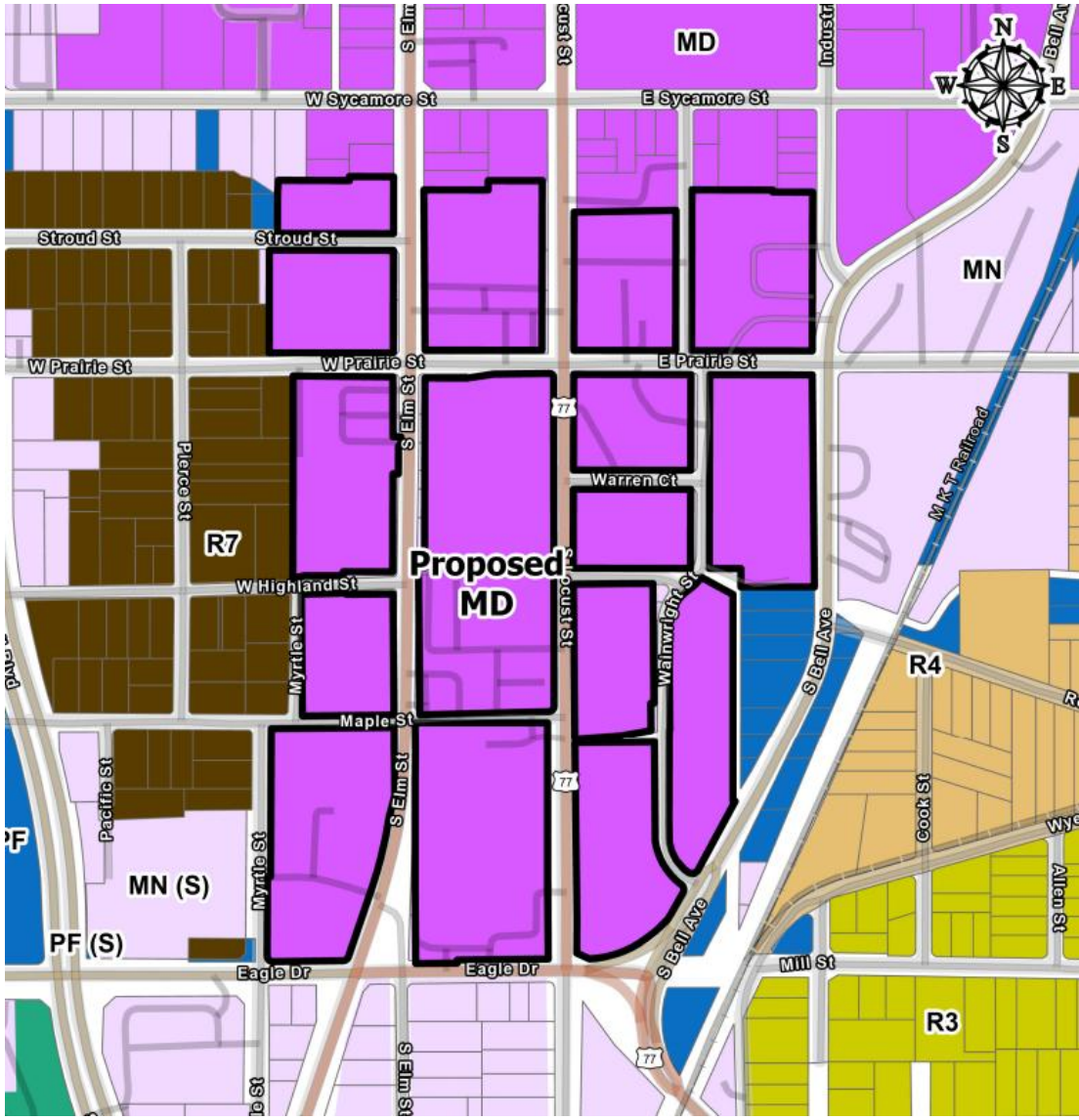
Design Downtown Denton Plan: Achieving Denton's Vision

- **Design Downtown Denton (DDD)** process:
  - Community Response: Desire for more businesses, more focus south of the Square.
  - Opportunity: Floodplain removal, housing needs.
- **DDD Goal (Recommendation 3A):**
  - "Southern Downtown" with new housing, shops, restaurants, centered on a future park in this area
- **DDD Recommendation 3D:**
  - Study extending MD "Downtown" zoning into Southern Downtown



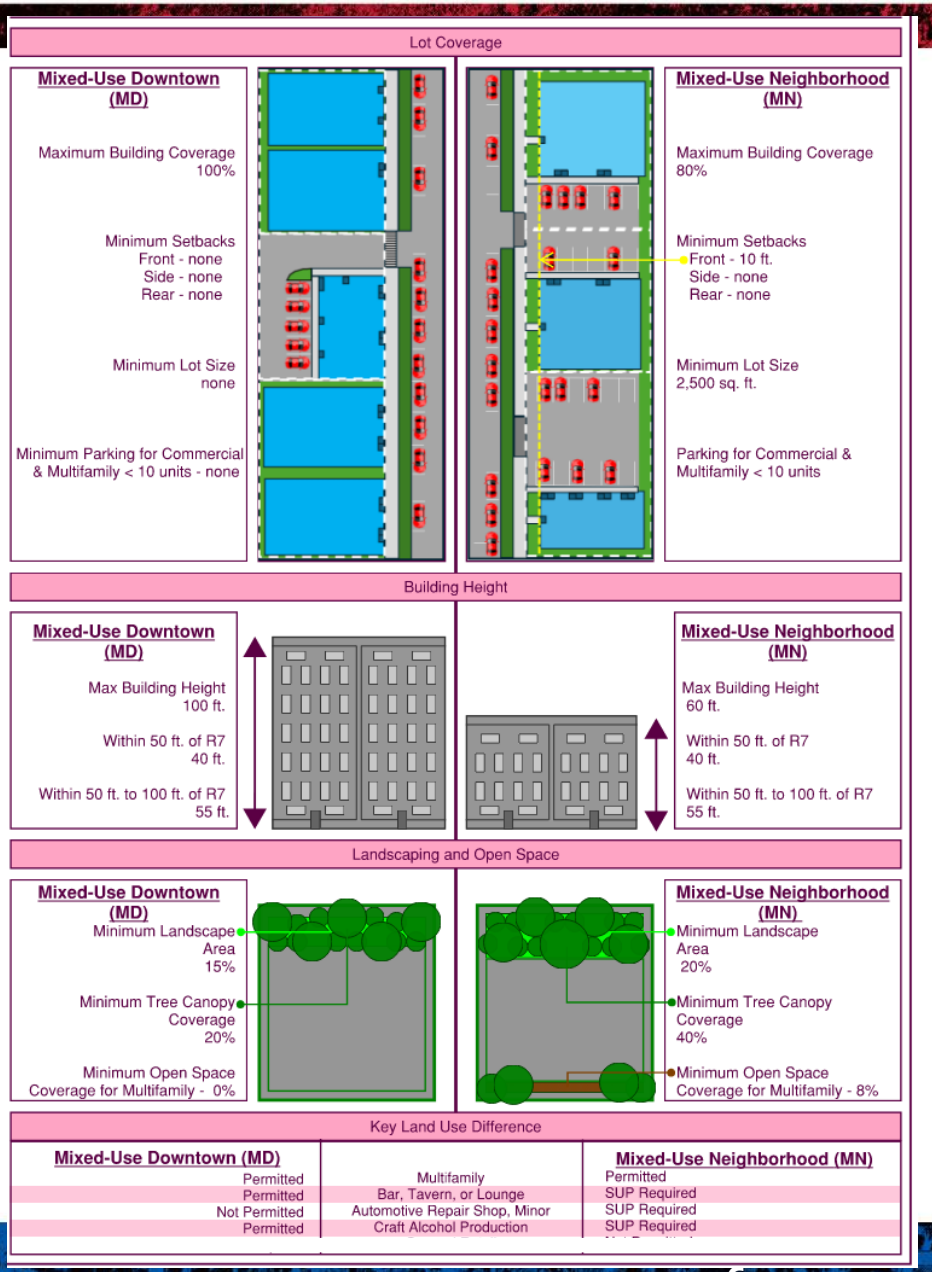
Analysis & Recommendation

- **Analysis Result:** Staff recommends rezoning majority of study area (~43.7 acres) from **PF** & **MN** to **MD** District
  - Expand development opportunity and flexibility for property owners
  - Respond to community desire for more city attention and more life and activity, less empty lots and vacant buildings, south of the Square
  - First step to implement the DDD vision for a future new Southern Downtown



What does MD mean for the area?

- Allows property owners to use more of their lots
- More flexibility for adaptive reuse, redevelopment, or new development
- Parking flexibility for Downtown businesses
- Allows smaller lots to be developed
- Enables taller development



Denton 2040 Comprehensive Plan & Design Downtown Denton (DDD)

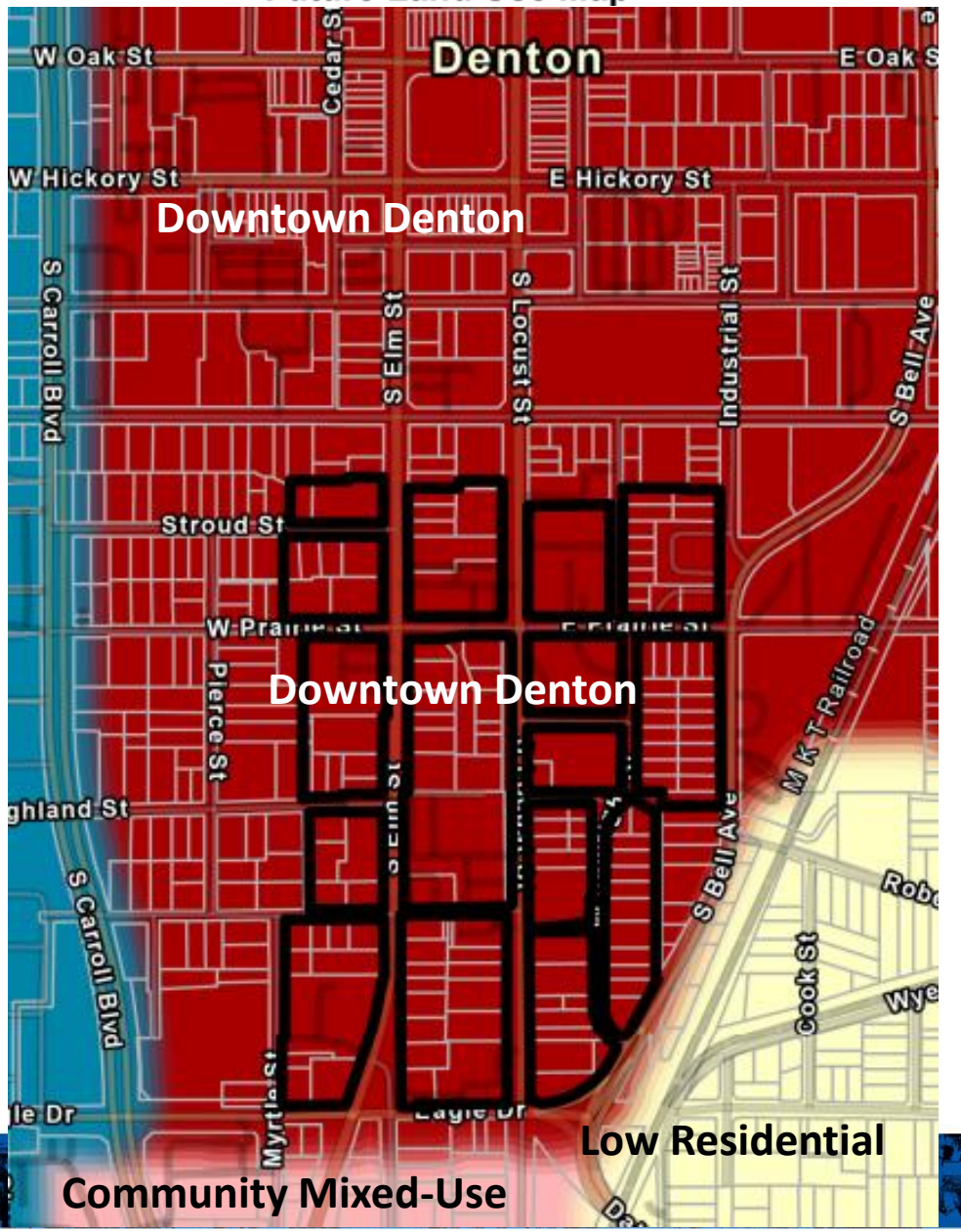
Future Land Use: **Downtown Denton**

- Proposed MD zoning allows the type and intensity of development described by the Denton 2040 Plan for the “Downtown Denton” designation
- MD is the most appropriate zoning for the Downtown Denton FLUM

Other goals:

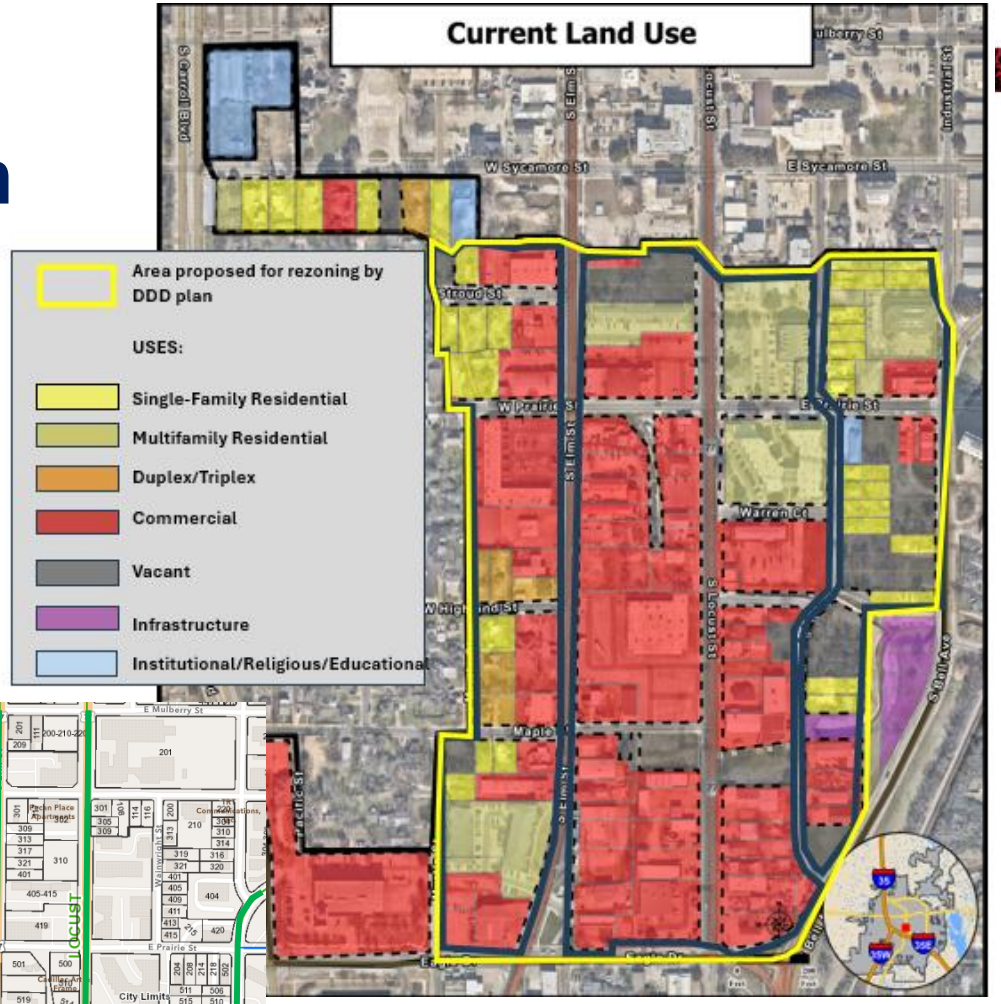
- ✓ MD standards support Denton 2040 Plan goals related to <u>compact development</u>, re-investment in <u>key Corridors</u>, and diversification of Downtown.
- ✓ MD District is consistent with Sound Growth principles outlined in the Denton Plan 2040 **Vision Statement** - encouraging reinvestment and infill in underutilized areas, creating a vibrant Downtown
- ✓ Consistent with **Housing** goals in Denton 2040 Plan and DDD plan – MD makes development of townhomes & small multifamily more viable

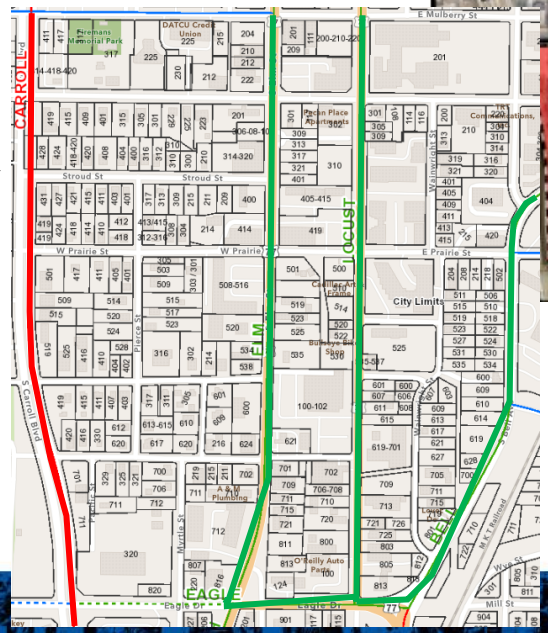
Expanding Opportunity in Southern Downtown
Future Land Use Map



Consistency & Compatibility with the Area

- Mix of current uses - primarily commercial (often older) and multifamily, some single-family, many vacant lots
- Numerous smaller lots – harder to reuse or redevelop under MN standards
- Surrounding arterials and criss-crossing neighborhood streets create connectivity consistent with a downtown area
- Existing infrastructure to allow for more intense, downtown-style development





Minimizing Adverse Impacts

- Height Transition Buffer:
  - Buildings on lots abutting single-family zoned lots are limited to 40’ height within 50’ of that single-family zoned lot.
- Use Buffers:
  - Buffers between commercial or multifamily uses and single-family homes
- Protection for existing uses:
  - DDC protects any use made non-conforming by a zoning change – it may continue operating.
  - Single-Family Residential:
    - MD would make non-conforming, but ordinance language maintains conformity – no change for existing

Public Outreach

- **Newspaper Ad**: October 4, 2025
- **Property Posted**: 3 signs posted on September 11, 2025
- **Mailed Notices**:

  200 ft. Public Notices mailed: 242 letters

  500 ft. Courtesy Notices mailed: 970 postcards

  Pre-Council 929 Notices mailed: 88 letters

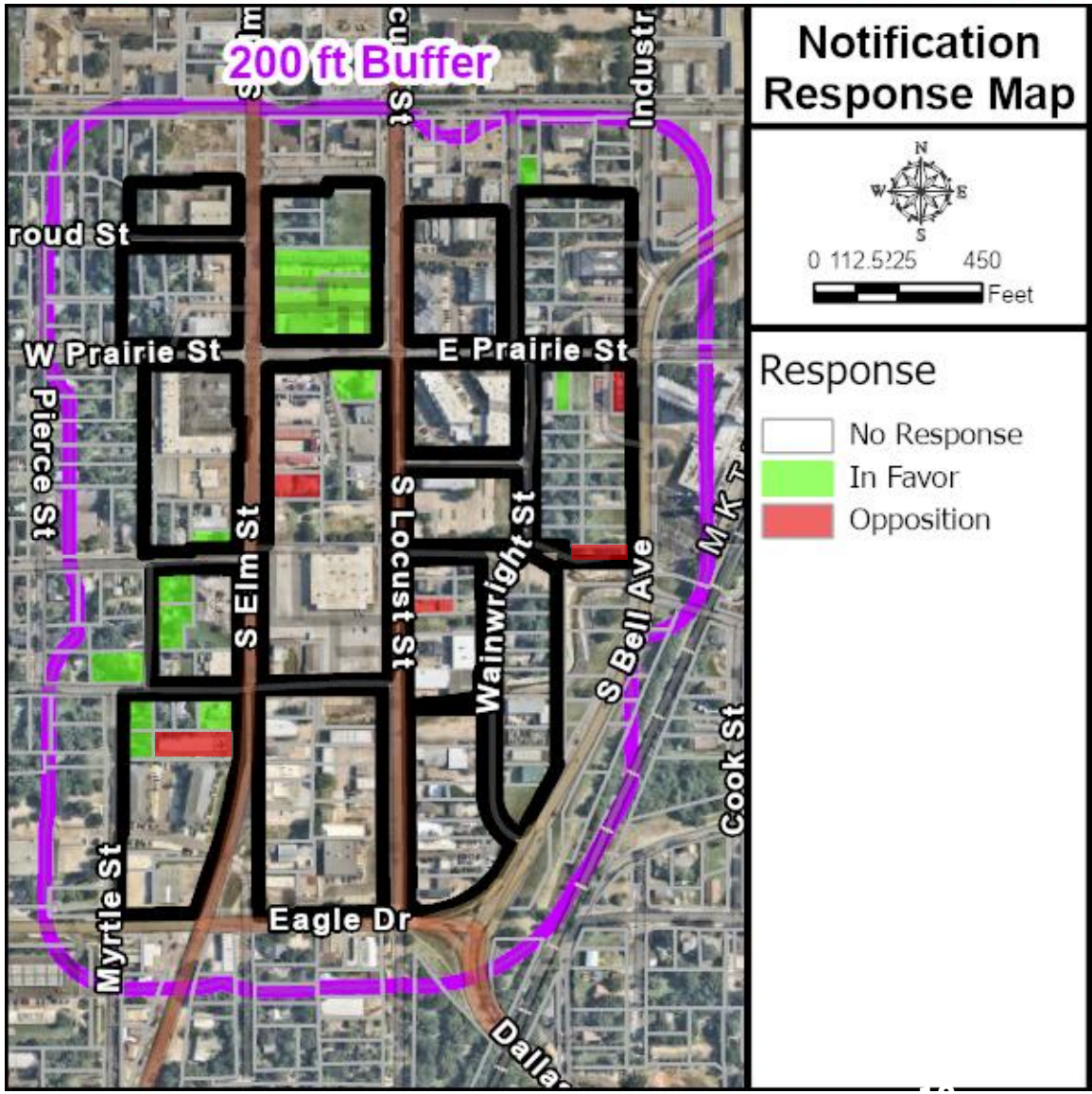
- **Responses**:

  In Opposition: **5 properties**

  In Favor: **12 properties**

  Neutral: 0

- City hosted 2 neighborhood meetings in May 2025; attendees at both meetings expressed unanimous support for rezoning.



Recommendation

Staff recommends **approval** of the rezoning with the conditions presented in the backup.

The Planning & Zoning Commission recommended **approval** [3-1] with the conditions presented in the agenda materials.

Questions?

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Manager's Office

DCM: Cassey Ogden

DATE: October 21, 2025

SUBJECT

Consider adoption of an Ordinance of the City of Denton by three separate votes, each being conducted on September 16, 2025, October 21, 2025, and December 2, 2025, granting a nonexclusive gas franchise to Universal Natural Gas, LLC, for use of public rights-of-way in a designated area in the City of Denton for the purpose of constructing, maintaining and operating a system of pipelines and other facilities for the provision, transportation, distribution and conveyance of gas to customers in such designated area; authorizing execution of a franchise agreement between the City of Denton and Universal Natural Gas, LLC, providing for compensation to the City for the use of the public right-of-ways, providing terms, conditions and requirements related to the use of public rights-of-way in the City of Denton and to the construction, maintenance and operation of pipelines and other facilities for the provision, distribution and transportation of gas to customers in the designated area of the City of Denton; providing for publication; and providing an effective date.

BACKGROUND/DISCUSSION

A natural gas franchise agreement is a legal contract that grants the utility provider the right to construct, operate, and maintain natural gas infrastructure within public rights-of-way in the City. The City of Denton was approached by Universal Natural Gas, LLC, about providing service in the City. City staff has worked with the company in negotiating a franchise agreement providing for terms, conditions, and requirements for the use of the City right-of-way and operation of gas infrastructure within the City. The proposed franchise agreement contains the following terms.

Term	Proposed	Notes
Agreement Term	10 years, with the option of one (1) additional 5-year term	
Use of the Right-of-Way	City grants access for use but maintains control of the ROW and permitting is required	ROW Management Ordinance
Mapping of Distribution System	Provide notice of planned ROW construction and maintain records of installation	Quarterly reports for an upcoming 2 year period
Relocation of Buried lines and assets	City can require the Company to relocate facilities or the City may impact facilities in the event of an emergency	Company is fully responsible for the cost of repairs or relocations
Franchise Payment	Amount Equal to 5% of Company's Gross Receipts	Paid Quarterly, excludes permit fees
Southwest Park	Connection to the Southwest Park at the Company's cost	

Overall, City Staff believe the proposed franchise agreement provides the parameters needed for Universal Natural Gas, LLC to operate and provide natural gas service in Denton and is substantially similar to other

gas franchises already operating in the City. The franchise agreement sets an initial rate, and the City has the ability to review the future rates by a separate rate review process (Rate Review mechanism) as prescribed by state law.

Per the City Charter, for the franchise agreement to take effect, the ordinance must be approved at three regular meetings of the City Council. The proposed dates for the approvals are September 16, 2025, October 21, 2025, and the final adoption on December 2, 2025. If adopted by City Council as scheduled, the franchise would take effect following execution by both parties. The franchise is scheduled to expire on December 31, 2035, with the ability to extend to December 31, 2040 with agreement by both parties.

RECOMMENDATION

Staff recommends the approval of the ordinance granting Universal Natural Gas, LLC, a natural gas franchise to operate in the City of Denton.

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Proposed Ordinance
Exhibit 3- Presentation

Respectfully submitted:
Cassey Ogden
Deputy City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON BY THREE SEPARATE VOTES, EACH BEING CONDUCTED ON SEPTEMBER 16, 2025, OCTOBER 21, 2025, AND DECEMBER 2, 2025, GRANTING A NONEXCLUSIVE GAS FRANCHISE TO UNIVERSAL NATURAL GAS, LLC, FOR USE OF PUBLIC RIGHTS-OF-WAY IN A DESIGNATED AREA IN THE CITY OF DENTON FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND OPERATING A SYSTEM OF PIPELINES AND OTHER FACILITIES FOR THE PROVISION, TRANSPORTATION, DISTRIBUTION AND CONVEYANCE OF GAS TO CUSTOMERS IN SUCH DESIGNATED AREA; AUTHORIZING EXECUTION OF A FRANCHISE AGREEMENT BETWEEN THE CITY OF DENTON AND UNIVERSAL NATURAL GAS, LLC, PROVIDING FOR COMPENSATION TO THE CITY FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS, PROVIDING TERMS, CONDITIONS AND REQUIREMENTS RELATED TO THE USE OF PUBLIC RIGHTS-OF-WAY IN THE CITY OF DENTON AND TO THE CONSTRUCTION, MAINTENANCE AND OPERATION OF PIPELINES AND OTHER FACILITIES FOR THE PROVISION, DISTRIBUTION AND TRANSPORTATION OF GAS TO CUSTOMERS IN THE DESIGNATED AREA OF THE CITY OF DENTON; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area within the boundaries of the municipality and establish conditions for mapping or taking an inventory in an area in a municipality's extraterritorial jurisdiction; and

WHEREAS, Chapter 121 of the Texas Utilities Code states that except as expressly provided in Chapter 121, subchapter E. of that Chapter does not reduce, limit, or impair a power vested by law in a municipality; and

WHEREAS, the Texas Railroad Commission (Commission) is the state agency with primary regulatory jurisdiction over the oil and natural gas industry, pipeline transporters, natural gas and hazardous liquid pipeline industry, natural gas utilities, the LP-gas industry as well as several other areas; and

WHEREAS, the Commission does not have jurisdiction over, and exercises no regulatory authority with respect to, private or public roads or road use. Permits issued by the Commission for oil and gas exploration, production and waste disposal do not limit any independent authority of a municipality, county, or other state agencies with respect to road use; and

WHEREAS, subject to Gas Utility Regulatory Act (Chapter 33 of the Texas Utilities Code) limitations, a municipality has exclusive original jurisdiction over the rates, operations, and services of a gas utility within the municipality in order to provide fair, just, and reasonable rates and adequate and efficient services; and

WHEREAS, the Texas Transportation Code provides that a home rule city has exclusive control over and under the public highways, streets, and alleys of the City, including the ability to

control, regulate, or remove an encroachment or obstruction on a street, open or change a public street, and make improvements to a public highway, street, or alley of the municipality; and

WHEREAS, Article XIII of the Denton City Charter entitled Franchises, provides the City Council may by ordinance grant, renew and extend all franchises of all public utilities operating within the City for a maximum term of 20 years; and

WHEREAS, the Denton City Charter requires an ordinance granting, amending, renewing, or extending a public utility franchise be passed by a majority vote of the entire City Council at three (3) regular meetings of the City Council; and

WHEREAS, a public utility franchise ordinance must be published once each week for three (3) consecutive weeks in the official newspaper at the expense of the franchisee in order to take effect thirty (30) days after its final passage, however, such ordinance shall be subject to referendum as provided in Article IV of the Denton City Charter; and

WHEREAS, the Denton City Charter provides the City Council has the power and duty to determine and regulate the charges, fares or rates of all public utilities operating within the City, require franchise holders to reimburse the City for reasonable expenses related to advising the council on requested rate increases, prescribe reasonable standards of service and quality furnished by each utility, prevent unjust discrimination, require certain actions as may be necessary to provide adequate and efficient service, collect from every public utility operating in the City its fair and just proportion of certain expenses related to the occupation and use of the public rights-of-ways or compel such public utility to perform, at its own expense, its just share of those activities requiring the expenses, and such other prescriptions and regulations provided by the Denton City Charter and that the City of Denton deems desirable or conducive to the safety, welfare and accommodation of the public, or to enforce franchise agreement provisions; and

WHEREAS, the Denton City Charter provides the City of Denton shall have power to prohibit certain uses of the public rights-of-way and that any public utility franchise hereafter granted shall be held subject to all of the terms and conditions contained in the various sections of Article XIII of the Denton City Charter whether or not such terms are specifically mentioned in the franchise agreement; and

WHEREAS, the provisions of the Denton City Charter shall not limit in any way the discretion of the council in imposing such terms and conditions as may be reasonable in connection with any franchise grant; and

WHEREAS, Universal Natural Gas, LLC, a Texas limited liability company, ("Company") wishes to construct a system of pipelines and other facilities for the distribution and provision of gas and to distribute and provide gas to customers in a designated area within the City of Denton, and Company has applied for a franchise from the City in order to carry out those purposes; and

WHEREAS, the Company has agreed to extend services to a City of Denton owned parcel identified by the Denton County Appraisal District as Property ID 64578 and commonly referred to as Southwest Park; and

WHEREAS, The City of Denton ("City") has reviewed Company's request to enter into a franchise agreement and determined that the granting of a franchise on the terms and conditions set forth in the Franchise Agreement attached hereto, will assist in meeting the needs of gas by customers in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DENTON, TEXAS:

Section 1. The recitals set forth above are found to be true and correct legislative and factual determinations of the City of Denton and are hereby approved and incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

Section 2. The City hereby grants Company a franchise to construct, install, maintain and repair a system of pipelines and other facilities for the provision, distribution and transportation of gas in, over, under, along and across designated public rights-of-way of the City and to transact business related to the provision of gas through that system of pipelines and facilities, subject to the Franchise Agreement substantially in the form attached hereto as Exhibit I, which is hereby incorporated and made a part of this Ordinance for all purposes.

Section 3. In accordance with and as required by Section 13.06 of the Denton City Charter, the City Secretary shall compile and maintain a public record of all franchises heretofore or hereafter granted by the City of Denton.

Section 4. The meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. This ordinance shall be in full force and effect following (i) thirty days after final passage; and (ii) its publication for franchises in accordance with the Denton City Charter.

Section 6. The Franchise Agreement shall be in full force and effect after Company files with the City Secretary its written statement of acceptance of the Franchise Agreement within sixty (60) calendar days after the passage and approval by City in accordance with the terms of the Franchise Agreement, and the Parties execute the Franchise Agreement.

FIRST READING AND VOTE

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

SECOND READING AND VOTE

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

THIRD READING AND VOTE

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

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

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

_____
_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

Exhibit I

FRANCHISE AGREEMENT

A. The City Council of the City of Denton has adopted an ordinance that grants Universal Natural Gas, LLC (Company) a franchise to construct, install, maintain and repair a system of Facilities as that term is defined herein, for the provision, distribution and transportation of natural Gas, as defined herein, in, over, under, along and across the public rights-of-way in the City of Denton and to transact business related to the provision, distribution and transportation of Gas through such Facilities ("Franchise Ordinance") subject to the execution by Company.

B. In accordance with the Franchise Ordinance, Company desires to enter into this Franchise, hereinafter referred to as Franchise or Franchise Agreement and guarantees unconditional performance of its duties and obligations under this Franchise.

C. Ordinance Number 25-1546, adopted on December 2, 2025, is incorporated into this Franchise Agreement and made a part hereof for all purposes as if fully set forth herein.

D. The effective date of this Franchise is the date of execution by the Parties (“Effective Date”).

Agreement

The recitals above are true and correct and are hereby incorporated into this Franchise Agreement as if fully set forth herein.

1. DEFINITIONS.

Capitalized terms used in this Franchise and not otherwise defined within this Franchise shall have the following meanings:

Affiliate shall have the meaning stated in the Texas Utilities Code §§ 101.003 and 101.004.

Company shall mean Universal Natural Gas, LLC.

City shall mean the area within the corporate limits of the City of Denton, Texas and the governing body of the City of Denton, Texas.

Commission shall mean the Railroad Commission of the State of Texas or other authority succeeding to the regulatory powers of the Commission.

Customer shall mean any Person located, in whole or in part, within the City and that is or may be served by Company under the terms of this Franchise.

Director shall mean the Director of the City’s Finance Department. or their designee.

Facilities shall mean all of Company's property, whether real or personal, which is reasonably necessary to provide, distribute or transport Gas into, within and through the City, including, but not limited to, transmission and distribution pipes, mains, Gas compressors and meters.

Franchise shall mean the authorization issued to Company by the City for (i) the construction, installation, maintenance, and repair of Company's Facilities in, over, under, along and across the Public Rights-of-Way in the area designated in Exhibit A (Franchise Area); (ii) the operation of such Facilities for the provision, distribution and transportation of Gas; and (iii) any other related uses of the Public Rights-of-Way, pursuant to and in accordance with the Franchise Ordinance and this Franchise Agreement.

Gas shall mean gaseous fuels such as natural gas.

Gross Receipts shall mean all revenue derived or received, directly or indirectly, by Company from or in connection with the operation of the Facilities within the corporate limits of the City and including, without limitation:

(1) all revenues received by Company from the sale of Gas to all classes of Customers within the City; and

(2) all revenues received by Company from the transportation of Gas through the Facilities of Company within the City to Customers located within the City regardless of the origination of the gas within the Company's Facilities; and

(3) the value of Gas transported by Company for Transport Customers through the Facilities of Company within the City, with the value of such Gas to be reported by each Transport Customer to Company, provided, however, that should a Transport Customer refuse to furnish Company its Gas purchase price, Company shall estimate same by utilizing Company's monthly industrial weighted average cost of Gas, as reasonably near the time that the transportation service is performed.

(4) Gross Receipts shall specifically include the following:

(A) Other revenues derived from the following charges:

(i) charges to connect, disconnect, or reconnect Gas within the City; and

(ii) charges to handle return checks from consumers within the City; and

(iii) such other service charges and charges as may, from time to time, be authorized in the rates and charges required to be on file with the City; and

(iv) contributions in aid of construction ("CIAC"), which shall be calculated and paid in accordance with Section 4.1.2 of this Franchise Agreement; and

(B) Revenues billed but not ultimately collected or received by Company; and

(C) Gross receipts fees.

(5) Gross Receipts shall not include:

(A) Revenue of any Person including, without limitation, an affiliate, to the extent that such revenue is also included in Gross Revenues of Company; and

(B) Sales taxes; and

(C) Any interest income earned by Company; and

(D) All monies received from the lease or sale of real or personal property; provided, however, that this exclusion does not apply to the lease of Facilities located within a Public Right-of-Way in the City.

Person shall mean, without limitation, an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form of business entity or association.

Public Right-of-Way shall mean all dedicated public streets, highways, alleys and rights-of-way in the City, but shall not include any property of the City that is not a dedicated public street, highway, alley or right-of-way.

Transfer or Transferred shall mean (i) any form of sale, conveyance, assignment, lease, or sublease of all or substantially all of Company's Facilities within the City, or merger involving Company as to this Franchise or Company's Facilities or (ii) any change in the effective control of Company. The term Transfer includes (i) any change in limited partnership interests, non-managing limited liability company interests, or non-voting stock representing thirty percent (30%) or more of the equity interests in the entity in question and (ii) any option, right of conversion or similar right to acquire interests constituting control without substantial additional consideration.

Transport Customer shall mean a customer that consumes Gas transported but not sold by Company within the corporate limits of the City.

2. GRANT OF RIGHTS.

2.1. General Use of Public Rights-of-Way for Provision of Gas.

Subject to the terms and conditions set forth in this Franchise and the Denton City Charter and ordinances, the City hereby grants Company the right to (i) erect, construct, install maintain and operate Facilities in, over, under, along and across the Public Rights-of-Way in the Franchise Area and (ii) furnish, transport, sell and distribute Gas to Customers in the Franchise Area. Company hereby acknowledges and agrees that this Franchise does not allow Company to provide any goods

or services other than Gas in or through the City and does not allow Company to provide Gas in or through any part of the City other than the Franchise Area. Notwithstanding any other provision herein, Company agrees any rights or privileges granted to Company herein apply only in the Franchise Area.

2.2 Changes to Territorial Limits.

Company agrees that the territorial limits of the City are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Company has no vested right in a specific area. If the Company provides Gas service to an area at the time that area is annexed to the City, such Gas service by Company shall be provided under the same terms and conditions of this Franchise. The parties agree to amend Exhibit A in the event the geographic area applicable to this Franchise Agreement changes pursuant to this section. Such expansion or reduction of the Franchise Area shall occur without further action by the City or Company except written approval by the City Manager and an individual duly authorized to bind the Company. The Company must revise its payments due to any expansion or reduction no later than thirty (30) days after such boundary change is effective.

2.3. Nonexclusive.

2.3.1. This Franchise and all rights granted to Company herein are strictly nonexclusive. The City reserves the right to grant other and future Gas franchises to other Persons in accordance with applicable law and as the City deems appropriate. This Franchise does not establish any priority for the use of the Public Rights-of-Way by Company or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.3.2. City reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of Company's use of the Public Rights-of-Way to ensure the rendering of efficient public service and the maintenance of Company's System in good repair throughout the term of this Franchise.

2.3.3. City expressly reserves the right to own and operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the City and inhabitants thereof.

2.3.4. Nothing herein shall impair the right of City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas and other charges, to be charged by Company to residential consumers, commercial consumers, industrial consumers or to other consumers, or any combination of such consumers, within the territorial limits of the City as same now exists or as such limits may be extended from time to time hereafter.

3. TERM

The term of this Franchise shall be for ten (10) years and become effective on the Effective Date, as established in the Franchise Ordinance, and shall expire at 11:59 P.M. CST ten (10) years from the Effective Date (the "Term"). This Franchise and all rights of Company provided hereunder shall automatically terminate upon the expiration of this Franchise. This Franchise Agreement may be renewed for five (5) years upon mutual written consent of the City and Company, each a "Renewal Term." This Franchise Agreement may be renewed as many times as the City and Company mutually agree.

4. FEES AND PAYMENTS TO CITY.

4.1 Franchise Fee.

Company shall pay the City throughout the term of this Franchise an amount equal to five percent (5%) of Company's Gross Receipts ("Franchise Fee"). If permitted by applicable law, following at least thirty (30) days' advance written notice to Company, the City may review and change the amount of the Franchise Fee to the amount of the franchise fee applicable to all other Gas utilities within the City by ordinance adopted by the City Council.

4.1.1. Confidential Information Regarding Transport Customers.

Company shall require each of its Transport Customers to disclose to Company on a quarterly basis their aggregate purchase prices of Gas transported through Company's Facilities. If Company submits any documents to the City that are related to disclosures made to Company by any of its Transport Customers, Company may remove from such documents any information that would disclose either the identity of the Transport Customer or other information deemed confidential by Company, provided that any such removal does not prevent the City from its determining any Transport Customer's purchase prices of Gas transported through Company's Facilities. In order for the City to verify the accuracy of information provided by Company, Company shall, at the City's written request, give the City access to any information deemed confidential by Company and that was removed by Company in documents provided to the City.

4.1.2. Due Date of Franchise Fee.

Except for Franchise Fee amounts that are based on CIAC, Company shall pay the Franchise Fee to the City on a calendar quarterly basis. The Franchise Fee shall be due within forty-five (45) days following the last day of each quarter. The Franchise Fee amounts based on CIAC shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year. The Franchise Fee amounts that are due based on CIAC shall be paid at least once annually, on or before April 30 of each year, based on the total CIAC recorded during the preceding calendar year.

4.1.3. Effect of Other Municipalities' Fees Accepted and Paid by Company.

Company agrees the percentage amount of the Franchise Fee provided for herein to the City of

Denton is equal to or is a greater percentage of the Franchise Fee agreed to by Company or provided for in any other similar Gas municipal franchise, which includes any franchise ordinance or agreement.

Company further agrees that where terms or provisions related to all fees, costs, pass-throughs, taxes etc. ("Payment") are not included in the Franchise Fee are provided to other municipalities in similar Gas franchises and that are more favorable than those provided to the City, then the Payment to be paid by Company to the City pursuant to this Franchise Agreement shall be increased without any further action required or taken by the City so that the amount due and to be paid hereunder is proportionally equal to the amount that would be due and payable to the City were the franchise fee provisions of that other similar municipal franchise applied to the City.

If Company should at any time after the Effective Date hereof agree to a new similar municipal franchise or renew a similar existing municipal franchise ordinance with another municipality and the franchise fee owed to that municipality for the use of its public rights-of-way would, if applied to the City, result in a Franchise Fee greater than the amount otherwise due the City under this Franchise Agreement, then the Franchise Fee to be paid by Company to the City pursuant to this Franchise Agreement shall be increased without any further action required or taken by the City so that the amount due and to be paid hereunder is equal to the amount that would be due and payable to the City were the franchise fee provisions of that other municipal franchise applied to the City. The Company shall also notify the City of the change pursuant to the notification provisions herein. The provisions of this Section 4.1.3 apply only to the amount of the Franchise Fee to be paid to the City and do not apply to other payment provisions, including, without limitation, the timing of such payments.

4.1.4. Accompanying Report.

Company shall submit with its Franchise Fee payment a written report in a form acceptable to the City and verified by an officer of the Company that summarizes Company's Gross Receipts, including but not limited to, its gross revenues for the preceding calendar quarter upon which franchise fees are calculated, including the amount of revenues received by Company for the transportation of gas; (ii) the coded identity of Company's Transport Customers during the preceding calendar quarter; and (iii) the cost, volume, and transport fee of Gas transported during the preceding calendar quarter for such Transport Customers.

4.1.5. Audits.

The City may audit Company at any time to verify the accuracy of Franchise Fees paid to the City for the prior four (4) years. Company shall pay any additional amounts due the City as reported in any City audit within thirty (30) days following the City's submission to Company of an invoice for such sum, provided that the City Council shall afford Company a fair hearing with reference to the audit and shall either approve or disapprove the results of the audit or make such order as may be reasonable. The City and Company may compel the attendance of witnesses and the production of books and other records in order to assist the City Council in its decisions relating to the accuracy of the Franchise Fees paid to the City. If the additional amount due exceeds ten percent (10%) of the Franchise Fee which the audit shows should have been paid to the City for the period in which

the audit covered, Company shall pay the City's costs for the audit. Otherwise, the City shall pay its own costs for the audit.

4.1.6. Other Obligations.

In addition to the Franchise Fee, Company shall pay the City all sums which may be due the City for property taxes, license fees, permit fees, or other taxes, charges, or fees that the City may from time to time impose on all other Gas utilities within the City. Company shall be responsible for publication of this Franchise as required by the Denton City Charter. The City may require the funds prior to publication, or may invoice the Company for reimbursement.

4.2 Interest.

All sums not paid when due shall bear interest at the rate of ten percent (10%) per annum or the maximum amount allowed by law, whichever is less, computed monthly. If such outstanding sums are paid with interest within thirty (30) days following their respective due dates, Company's failure to pay such sums by their respective due dates shall not, in and of itself, constitute an Event of Default under Section 13 of this Franchise.

4.4. Tariff Recovery

City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for one hundred percent (100%) recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding ln which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company. The City is not required to intervene in any proceeding, and is also not required to expend any funds in order to comply with this section.

5. REGULATORY AUTHORITY OF THE CITY.

5.1. Rates.

A. The City Council hereby expressly reserves the full right, power, and authority to regulate and establish the rates and charges for Company's provision, distribution and transportation of Gas and any other services of Company, as provided by and in accordance with Texas law and the Denton City Charter. Company may from time to time propose changes in its general rates by filing an application with the City Secretary for consideration by the City Council. Within a reasonable time consistent with applicable law, the City Council shall afford Company a fair hearing with reference to the application and shall either approve or disapprove the proposed changes or make such order as may be reasonable. The City shall have the full power and authority to inspect, or cause to be inspected, Company's books and to inventory and appraise, or cause to be inventoried

and appraised, Company's Facilities and other real and personal property. In addition, the City may compel the attendance of witnesses and the production of Company's books and other records in order to assist the City Council in its decisions relating to the City's rate regulatory authority.

B. The Company agrees to initially establish the rates and charges as described in Exhibit C. Future changes to these rates will be governed by Section 5.1(A) and (B).

C. The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations comply with the laws of the State of Texas, the ordinances and regulations of the Grantor, the provisions of this Franchise, and with the applicable orders, rules or regulations of the Railroad Commission of Texas where such RRC orders, rules and regulations are consistent with the three items first listed in this sentence.

5.2. Other Matters.

Company's property and operations hereunder shall be subject to such regulation by the City as may be reasonably necessary for the protection or benefit of the general public. In this connection, Company shall be subject to, governed by and shall comply with all applicable federal, state, and local laws, including all ordinances, rules, and regulations of the City, as same may be adopted and amended from time to time.

5.3. Regulatory Expenses.

Company agrees that City may, at any time during the term of this Franchise, employ at the expense of Company expert assistance and advice in determining fair, just, and reasonable rates to be charged by Company to its consumers in the City, and in determining the extent to which Company is complying with the terms and conditions of this Franchise Ordinance. In the manner requested by the City, Company agrees to pay reasonable expenses in connection therewith, or reimburse City for the same.

6. RECORDKEEPING AND ACCOUNTING.

Company shall keep complete and accurate books of accounts and records of its business and operations in the City pursuant to this Franchise as required by the Commission and in accordance with state and federal law, of accounts and in a manner that will allow the City to determine investment, cost of service and operating expenses related to Company's provision of Gas to Customers and transportation of Gas to Transport Customers. The City may require the keeping of additional records or accounts which are reasonably necessary for purposes of identifying, accounting for and reporting receipts, uncollectible accounts, and expenses or otherwise reasonably necessary for the administration of this Franchise. The City shall have the right to inspect at reasonable times the plant, equipment and other property of Company and its Affiliates (but only to the extent that the Affiliate's plant, equipment or other property relates to Company's provision of Gas to Customers or transportation of Gas to Transport Customers) in accordance with applicable law and to examine, audit and obtain copies of the papers, books, accounts, documents

and other business records of Company pertaining to its business and operations in the City.

7. USE OF PUBLIC RIGHTS-OF-WAY.

7.1 City's Right-of-Way

7.1.1. Company acknowledges and agrees the City has the right to control and regulate the use of the Public Rights-of-Way, public places and other City-owned property and the spaces above and beneath them.

7.1.2. The City has and reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater, and other pipe, lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper as determined by the City in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, ditches, and the like as necessary or proper as determined by the City.

7.2 Permits; Right-of-Way Requirements.

7.2.1. This Franchise does not relieve Company of any obligation to obtain permits, licenses, and other approvals from the City necessary for the construction, installation, maintenance or repair of Company's Facilities or the provision, distribution, or transportation of Gas through such Facilities.

7.2.2. Company agrees it must comply with the City Denton Charter and City of Denton, Texas Code of Ordinances, Chapter 25, Article II, *Construction and Repair*, Division 3. *Right-of-Way Construction Management,* as amended (ROW Ordinance), except where the requirements on Company in this Franchise Agreement are more stringent than those in the ROW Ordinance. A violation of the ROW Ordinance constitutes a breach of this Franchise.

7.3 No Undue Burden.

Company's Facilities shall not be erected, installed, constructed, repaired, replaced, or maintained in any manner that places an undue burden on the present or future use of the Public Rights-of-Way by the City and the public. If the City reasonably determines that any of Company's Facilities do place an undue burden on a portion of the Public Rights-of-Way, Company, at Company's sole cost and expense and within a reasonable time period specified by the City, shall modify the Facilities or take other actions determined by the City to be in the public interest to remove or alleviate the burden.

7.4 Minimal Interference.

Company shall not unreasonably interfere with traffic over streets, alleys, and highways. Company's operations and activities within the Public Rights-of-Way in the City.

7.5. Marking of Facilities.

Company's Facilities shall be clearly marked in a manner to show conspicuously Company's name and a toll-free telephone number of Company that a Person may call for assistance. The markings and their placement shall be in compliance with all applicable law regarding marking, labeling and notice, and shall be placed in a manner to ensure public safety, and to prevent accidental damage such as during construction, maintenance or operations activity.

7.6. Emergency Work by the City

The City shall have the right to sever, disrupt, remove, relocate, damage or destroy any of Company's Facilities without any prior notice and at no liability to the City if such action is deemed necessary by the City Manager, Mayor, Police Chief or Fire Chief or their authorized representatives due to a public emergency. For purposes of this Section 7.9.1, a public emergency shall be any condition which, in the opinion of the officials specified herein, poses an immediate threat to life, health or property and is caused by any natural or man-made disaster, including, but not limited to, storms, floods, fires, accidents, explosion, water main breaks and hazardous materials spills. Company, at Company's sole cost and expense, shall be responsible for the repair, relocation or reconstruction of any of its Facilities that are affected by such action of the City.

7.7. Relocation. In the event Company's Facilities must be relocated for any reason, Company acknowledges and agrees it is responsible for all costs for such relocation, and that Company must comply with the applicable provisions related to relocation in Chapter 25 in the City of Denton Code of Ordinances.

8. CUSTOMER SERVICE AND CONSUMER PROTECTION.

8.1. General Standards.

Company shall comply with the more stringent of the Customer service and consumer protection provisions of (i) this Franchise Agreement and any applicable ordinance of the City or (ii) Chapters 182 and 183 of the Texas Utilities Code and Title 16, Chapter 7, Subchapter D of the Texas Administrative Code, as such provisions exist or are amended or recodified during the term of this Franchise Agreement.

8.2. Dependable Service and Reasonable Rates.

Company shall take all reasonable and necessary steps to assure a dependable supply of Gas to Customers at the lowest reasonable cost consistent with long-term reliable supplies and in a manner that may be prescribed from time to time by appropriate state and local authorities.

8.3. New Service.

8.3.1. Extension of Facilities; Duty to Serve.

If a Customer requests Company to provide Customer with Gas to a property within the Franchise

Area, Company shall promptly comply with this request as provided by this Section 8.3. In extending the provision of its services to a new Customer within the Franchise Area, Company shall extend its mains and other Facilities in the Public Rights-of-Way necessary to provide Gas to such Customer up to one hundred (100) feet without cost to that Customer. Otherwise, Company shall have the right to contract with a Customer in regard to the installation of and payment for any Facilities necessary to connect the Customer's premises with Company's Facilities in the Public Rights-of-Way. Company shall not be required to extend its mains or other Facilities in the Public Rights-of-Way more than one hundred (100) feet to serve any one Customer.

8.3.2 Extension of Facilities to City-owned Property.

As a condition of this Franchise Agreement, the Company agrees to extend services at the Company's sole cost to a City-owned property identified by the Denton County Appraisal District as property identification number 64578, known commonly as Southwest Park. The Company agrees to extend these services to the Southwest Park and make these services available to the City at the same time and in the same manner the services are available to the adjacent property in Hunter Ranch Municipal Management District. The Parties agree Southwest Park is included in the Franchise Area.

8.4 Ownership of Facilities.

Company shall own, operate, and maintain all supply lines extending from Company's main in the Public Right-of-Way to a Customer's meter, including the meter itself. A Customer shall own, operate, and maintain all underground supply lines extending from the point of connection with the meter for that Customer to the point of connection with the piping for that Customer's dwelling or structure.

8.5 Customer Notifications.

Company shall provide new Customers or any existing or potential Customer upon request with written information on Company's installation and service policies and billing and complaint procedures, which include a toll-free telephone number that a Customer may call for information, assistance, or complaint resolution. In the event that the rules and regulations governing annual notification are changed by statute or appropriate regulatory authority, Company reserves the right to substitute such information for the information set forth in this paragraph.

8.6. Bills.

8.6.1. Format.

Company's bills to its Customers shall be issued monthly to each Customer with a balance due. Bills shall be clear, concise, and understandable. Bills shall be fully itemized and clearly delineate all activity during the billing period, including optional charges, rebates, credits, and late charges. Each bill shall prominently display Company's contact information, including messaging, and local or toll-free telephone numbers available for use by Customers.

8.6.2. Complaints and Disputes.

Company shall respond in writing to all written complaints from Customers regarding billing matters within thirty (30) days of receipt. Company shall not disconnect a Customer for failure to pay contested charges during a billing dispute,

9. REPORTS TO CITY.

9.6. Annual Statement,

Company shall make available for inspection by the City all annual reports filed with the Commission or successor agency covering the operation of Company within the City. The City shall have the right to require Company to submit reasonable information regarding Company's properties and expenses related to Company's Facilities and operations in the City that may not be included in such reports, including, but not limited to, a fiscal year-end balance sheet, an income statement covering the results of operations for the respective fiscal year, a statement of retained earnings for the year and a statement of cash flows, all of which the City may require to be audited by an independent certified public accountant acceptable to the City and the Company and to include a statement to that effect by the certified public accountant.

9.7. Construction-Related Reports.

Within fifteen (15) calendar days following the start of each calendar quarter, Company shall provide the City a written report in a form acceptable to the Director of Capital Projects that outlines Company's plans for construction in the Public Rights-of-Way for the forthcoming eight (8) calendar quarters.

9.8. Other Reports.

Company shall report to the City such other information relating to Company as the City may reasonably consider useful and shall comply with the City's preference for the form of such reports, the time for such reports and the frequency with which such reports are to be made.

10. LIABILITY AND INDEMNIFICATION.

10.1. Liability of Company.

COMPANY SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING FROM THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR REPAIR OF COMPANY'S FACILITIES, THE PROVISION, DISTRIBUTION OR TRANSPORTATION OF GAS IN OR THROUGH THE CITY OR ANY OTHER USE OF THE PUBLIC RIGHTS-OF-WAY BY COMPANY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEE CONTRACTORS AND SUBCONTRACTORS.

10.2. Disclaimer of' Liability.

THE CITY SHALL NOT AT ANY TIME BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING TO ANY PERSON OR PROPERTY FROM ANY CAUSE WHATSOEVER THAT ARISES OUT OF THE CONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATION, CONDITION OR DISMANTLING OF COMPANY'S FACILITIES OR COMPANY'S DISTRIBUTION, PROVISION OR TRANSPORTATION OF GAS, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S) OR INTEN11ONAL MISCONDUCT OF THE CITY.

10.3. Indemnification.

COMPANY, AT COMPANY'S SOLE COST AND EXPENSE, SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, BOARDS, COMMISSIONS, AGENTS, EMPLOYEES AND VOLUNTEERS ("INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES, WHETHER LEGAL OR EQUITABLE, WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEES BY REASON OF ANY PERSONAL INJURY OR PROPERTY DAMAGE OR ANY ACT OR OMISSION OF COMPANY, ITS PERSONNEL, EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS OR SUBCONTRACTORS WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH (I) THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE OR CONDITION OF COMPANY'S FACILITIES; (II) THE PROVISION, DISTRIBUTION OR TRANSPORTATION OF GAS THROUGH COMPANY'S FACILITIES; (III) ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO COMPANY, ITS CONTRACTORS OR SUBCONTRACTORS; OR (IV) COMPANY'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, FRANCHISE, RULE OR REGULATION.

10.4. Assumption of Risk.

COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS AND EMPLOYEES, ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CITY-CONTROLLED PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PUBLIC RIGHTS-OF-WAY. IN ADDITION, COMPANY HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS ANY INDEMNITEE AGAINST AND FROM ANY CLAIM ASSERTED OR LIABII.JTY IMPOSED UPON ANY INDEMNITEE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE INCURRED OR ASSERTED BY COMPANY OR ANY OF ITS PERSONNEL, EMPLOYEES, OFFICERS AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS, AND ARISING FROM THE INSTALLATION, OPERATION, MAINTENANCE OR CONDITION OF FACILITIES, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY.

10.5. Defense of Indemnities.

IN THE EVENT ANY ACTION, LAWSUIT OR OTHER PROCEEDING IS BROUGHT AGAINST ANY INDEMNITEE BY REASON OF ANY MATTER FOR WHICH THE INDEMNITEES ARE INDEMNIFIED HEREUNDER, THE CITY SHALL GIVE COMPANY PROMPT WRITTEN NOTICE OF THE MAKING OF ANY CLAIM OR COMMENCEMENT OF ANY SUCH ACTION, LAWSUIT OR OTHER PROCEEDING, AND COMPANY, AT COMPANY'S SOLE COST AND EXPENSE, SHALL RESIST AND DEFEND THE SAME WITH REASONABLE PARTICIPATION BY THE CITY AND WITH LEGAL COUNSEL SELECTED BY COMPANY, AND SPECIFICALLY APPROVED BY THE CITY. IN SUCH AN EVENT, COMPANY SHALL NOT ADMIT LIABILITY IN ANY MATTER ON BEHALF OF ANY INDEMNITEE WITHOUT THE ADVANCE WRITTEN CONSENT OF THE CITY.

COMPANY SHALL RETAIN COUNSEL SPECIFICALLY APPROVED BY THE CITY WITHIN 3 BUSINESS DAYS FROM THE DATE COMPANY IS AWARE AN ACTION, LAWSUIT OR OTHER PROCEEDING IS BROUGHT AGAINST THE CITY, EXCEPT THAT CITY MAY CONSENT TO A LONGER PERIOD TO RETAIN COUNSEL WHERE SUCH LONGER PERIOD DOES NOT JEOPARDIZE THE CITY'S ABILITY TO ACT IN ITS INTEREST AS TO SUCH ACTION, LAWSUIT OR OTHER PROCEEDING.

11. INSURANCE.

Company shall, at its sole cost and expense, procure and maintain at all times, in full force and effect, throughout the term of this Franchise, a policy or policies of insurance to provide coverages as specified herein and in accordance with Section 25-83, as amended, of the City of Denton Code of Ordinances, naming the City as an additional insured to cover all risks related to the use, occupancy, condition, maintenance, existence or location of the Public Rights-of-Way and the construction, installation, operation, maintenance or condition of its Facilities.

11.1. Primary Liability Insurance Coverage.

- Commercial General Liability:

$1,000,000 per occurrence for Bodily Injury and Property Damage Liability except Worker's Compensation, including coverage for the following where exposure exists and as directed by the City's Risk Manager: (i) Premises Liability; (ii) independent contractors; (iii) products/completed operations; (iv) personal injury; (v) contractual liability; (vi) explosion, collapse, and underground property damage.

- Property Damage Liability:

$1,000,000 per occurrence.

- Automobile Liability:

$1,000,000 per accident,
including, but not limited to, all owned, leased, hired or non-owned motor vehicles used in conjunction with the rights granted under this Franchise.

- Worker's Compensation:

As required by law; and, Employer's Liability as follows:
$1,000,000 per accident.

- Pollution Liability.

Pollution liability insurance which provides coverage for sudden and accidental environmental contamination with minimum limits of liability of five million dollars ($5,000,000)

11.2. Excess Liability Insurance Umbrella.

$25,000,000, including primary coverage, for each coverage listed in § 11.1.

ll.3. Underwriters and Certificates.

Company shall procure and maintain its insurance with underwriters authorized to do business in the State of Texas and who are acceptable to the City in terms of solvency and financial strength. Within thirty (30) days following adoption of this Franchise by the City Council, Company shall furnish the City with certificates of insurance signed by the respective companies or agents thereof as proof that it has obtained the types and amounts of insurance coverage required herein. In addition, Company shall, on demand, provide the City with evidence that it has maintained such coverage in full force and effect.

11.4. Deductibles.

Deductible or self-insured retention limits on any line of coverage required herein shall not exceed $25,000 per occurrence.

11.5. No Limitation of Liability.

The insurance requirements set forth in this Section 11 and any recovery by the City of any sum by reason of any insurance policy required under this Franchise shall in no way be construed or effected to limit or in any way affect Company's liability to the City or other Persons as provided by this Franchise or law.

11.6 Adjustments During Term of Franchise

The City may adjust the limits required by this section at any time with sixty (60) days' notice to Company based on changes in statutes or in circumstances that necessitate increased limits in order

to protect the interests of the City and the public in the public right-of-way.

12. TRANSFERS, OWNERSHIP AND CONTROL.

12.1. Management of Company.

Company shall personally manage its Facilities and oversee the provision, distribution, and transportation of Gas within the City. Company shall not, directly or indirectly, contract for, subcontract, or assign, in whole or in part, the management of its Facilities or the provision, distribution, or transportation of Gas within the City to any other Person unless the City provides advance written consent, which consent shall not be unreasonably withheld.

12.2. Transfers.

This Franchise shall not be sold, Transferred, assigned, or otherwise encumbered without the prior written consent of the City, which consent shall not be unreasonably withheld. For purposes of this Franchise, if Company seeks to obtain the consent of the City for any kind of Transfer, sale, assignment or other encumbrance, Company shall submit a request for such consent in writing to the City and shall submit or cause to be submitted to the City all such documents and information that the City may reasonably need for its consideration of the request.

13. DEFAULTS.

The occurrence at any time during the term of this Franchise of one or more of the following shall constitute an "Event of Default" under this Franchise:

13.1. Failure to Pay Franchise Fees.

An Event of Default shall occur if Company fails to pay any Franchise Fee on or before the respective due date.

13.2. Breach.

An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations, warranties, or sections set forth in this Franchise or fails to perform any obligation required by this Franchise.

13.3. Bankruptcy, Insolvency or Receivership.

An Event of Default shall occur if Company (i) files a voluntary petition in bankruptcy; (ii) is adjudicated insolvent; (iii) files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of Company, any of Company's property, franchises, or any receipts, issues, earnings or profits thereof; (v) makes an assignment for the benefit of creditors; or (vi) fails to pay Company's

debts generally as they become due.

13.4. Violations of the Law.

An Event of Default shall occur if Company at any time violates any federal, state, or local laws including the Denton City Charter and ordinances.

14. UNCURED DEFAULTS AND REMEDIES.

14.1. Notice of Default and Opportunity to Cure.

If an Event of Default occurs, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) days from the date it receives written notice from the City to cure the Event of Default. If any payment amount is in dispute, the second paragraph of this Section 14.1 shall control. For any other Event of Default, Company shall have sixty (60) days from the date it receives written notice from the City to cure the Event of Default. Except as otherwise provided by this Section 14.1, if any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an "Uncured Default" and the City immediately may exercise the remedies provided in Section 14.2.

In the event that Company disputes an amount of money owed by Company to City, Company shall remit the disputed amount to the City. The City Manager or their designee shall review the dispute and relevant documents. To the extent the City Manager agrees with Company’s position, that portion of the disputed amount shall be returned.

14.2. Remedies for Uncured Defaults.

Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any of the following remedies, all of which shall be cumulative of and without limitation to any other rights or remedies the City may have:

14.2.1. Termination of Franchise.

Upon the occurrence of an Uncured Default, the City may terminate this Franchise. Upon such termination, Company shall forfeit all rights granted to it under this Franchise, and, except as to Company's unperformed obligations and existing liabilities as of the date of termination, this Franchise shall automatically be deemed null and void and shall have no further force or effect. Company shall remain obligated to pay and the City shall retain the right to receive Franchise Fees, Payments, and any other amounts due up to the date of termination. In accordance with and as provided by Chapter 25 of City of Denton’s Code of Ordinances, Company shall remove its Facilities from and restore the Public Rights-of-Way as and when requested by the City. The City's right to terminate this Franchise under this Section 14.2.1 does not and shall not be construed to constitute any kind of limitation on the City's right to terminate this Franchise for other reasons as provided by and in accordance with this Franchise; provided, however, that Company may not

abandon its Facilities or discontinue its Gas services in the City without the approval of the Commission or successor agency or other regulatory authority with jurisdiction, if such action without such approval is prohibited at the time by applicable federal or state law or regulation.

14.2.2. Legal Action Against Company; Attorney Fees.

Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity for injunctive relief or specific performance of any of the provisions of this Franchise which, as a matter of equity, are specifically enforceable. Company agrees that if City is granted any relief for an action of an Uncured Default, Company is responsible for the City's attorney fees and costs without any further action required by the City other than providing documentation of such fees to the Company.

15. PROVISION OF INFORMATION.

15.l. Filings with the Commission.

Company shall provide copies to the City of all documents which Company files with or sends to the Commission concerning or related to its provision of Gas to Customers or other operations in the City, including, but not limited to, filings related to (i) tariffs; (ii) rules, regulations and policies requested, under consideration or approved by the Commission; and (iii) applications and any supporting pre-filed testimony and exhibits filed by Company or third parties on behalf of Company, on the same date as such filings are made with the Commission. In addition, Company shall provide the City with copies of records, documents and other filings related to its provision of Gas to Customers or other operations in the City that Company is required to maintain or supply to the Commission under the Texas Utilities Code and any other applicable state or federal law, rule, or regulation. Confidential information of Company shall be provided to the City consistent with the Commission's rules governing disclosure of such information to a regulatory authority.

15.2. Lawsuits or Claims.

Company shall provide the City with copies of all pleadings in all lawsuits, claims or proceedings to which Company is a party and that pertain to the granting of this Franchise or the provision, distribution, or transportation of Gas to Customers or other operations in the City within thirty (30) days of Company's receipt of same.

16. COMPANY AS INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Company shall operate as an independent contractor as to all rights and privileges granted by this Franchise, and not as an agent, representative or employee of the City. Company shall have the exclusive right to control the details of its business and other operations necessary or appurtenant to the provision, distribution, or transportation of Gas in accordance with the terms and conditions of this Franchise *AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS AND OMISSIONS OF COMPANY'S OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS. COMPANY ACKNOWLEDGES THAT THE DOCTRINE OF RESPONDEAT SUPERIOR SHALL NOT APPLY*

AS BETWEEN THE CITY AND COMPANY, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS. Company further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and Company.

17. NOTICES.

Notices required pursuant to the provisions of this Franchise shall be conclusively determined to have been delivered when (i) hand-delivered to the other party, its agents, employees, servants, or representatives, or (ii) received by the other party by United States Mail, postage prepaid, return receipt requested.

To the City of Denton:

City Manager
City of Denton
215 E. McKinney St.
Denton, Texas 76201

City Attorney
City of Denton
215 E. McKinney St.
Denton, Texas 76201

To Company:

Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.)
Attn: General Counsel
9950 Woodloch Forest Drive 22nd Floor
The Woodlands, TX 77380

18. NON-DISCRIMINATION COVENANT.

Company shall not discriminate against any Person on the basis of race, color, national origin religion, handicap, sex, sexual orientation or familial status in the provision, distribution or transportation of Gas; in the receipt of benefits from Company's business operations in the City; in opportunities for employment with Company that Company may offer; or in the construction or installation of Company's Facilities.

19. NO WAIVER

The failure of the City to insist upon the performance of any term or provision of this Franchise or to exercise any rights that the City may have, either under this Franchise or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

20. GOVERNING LAW AND VENUE.

This Franchise shall be construed pursuant to and in accordance with the laws of the United States of America, the State of Texas, and the City of Denton Charter and Code of Ordinances. Any action

at law or in equity, related to this Franchise, Company's provision, distribution or transportation of Gas, or Company's use of the Public Rights-of-Way, venue for such action shall be exclusively in the state courts located in Denton County. Texas or the United States District Court for the Eastern District of Texas. Sherman Division.

21. CONFERENCES.

At the request of either the City or Company, the City and Company shall meet at reasonable times and upon reasonable notice to discuss any aspect of this Franchise, Company's Facilities, Company's operations in the City, Company's provision, distribution and transportation of Gas, or Company's use of Public Rights-of-Way.

22. SEVERABILITY.

22.1. Except as provided in 22.2, if any provision of this Franchise is held to be invalid, illegal, or unenforceable by a final order entered by a court of competent jurisdiction, or if any provisions lawfully entered into on the Effective Date are later prohibited or invalidated by state or federal law, the provisions of this Franchise shall be severable. The City and Company agree they shall amend this Franchise to comply with such final order entered by a court of competent jurisdiction.

22.2. If Section 7.7 *Relocation,* which the City and Company agree is lawfully entered into on the Effective Date of this Franchise, is held to be invalid, illegal, or unenforceable by a final order entered by a court of competent jurisdiction, or if Section 7.7 *Relocation* is later prohibited or invalidated by state or federal law, the City and Company agree this Franchise will terminate sixty (60) days from such holding, finding, or effective date without any further action required by the City or Company.

23. SURVIVAL.

The following provisions shall survive the termination of this Franchise Agreement:

Section 11- Insurance
Section 10.3- Indemnity
Section 4- Fees and Payment
Section 7.2- Permits; Right-of-Way Requirements

24. FORCE MAJEURE.

In the event Company's performance of any of the terms, conditions or obligations required by this Franchise is prevented by a cause or event that is not within Company's reasonable control, Company's non-performance shall be deemed excused for the period of such inability. Causes or events that are not within the Company's control shall include, but not be limited to, acts of God, weather, action or inaction of regulatory bodies, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, and natural disasters.

25. HEADINGS NOT CONTROLLING.

Headings and titles that are used in this Franchise are for reference purposes only and shall not be deemed a part of this Franchise.

26. ENTIRETY OF AGREEMENT.

This Franchise, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Company as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with the terms and conditions of this Agreement. This Franchise shall not be amended unless agreed to in writing by both parties and approved by the City Council of the City.

27. GUARANTEE OF PERFORMANCE.

Company hereby acknowledges that it carefully has read the terms and conditions of this Franchise and accepts and agrees to perform the duties and obligations set forth in this Franchise.

28. ACCEPTANCE OF FRANCHISE.

In order to accept this franchise, Company must file with the City Secretary its written statement of acceptance of this franchise substantially in the form shown in Exhibit "B" within sixty (60) calendar days after its final passage and approval by City. The right, privilege and franchise granted hereby shall expire on December 31, 2035. Failure to return the acceptance as required by this section allows the City, at its option to deem that the Company has accepted the Franchise as stated or to revoke the Franchise and deny the Company its benefits hereunder.

EXECUTED this __ day of, _____ 20 __ .

THE CITY OF DENTON, TEXAS:

By: _____
Sara Hensley,
City Manager

UNIVERSAL NATURAL GAS, LLC:

By: _____
Richard Bard,
SVP Engineering and Construction

EXHIBIT A
FRANCHISE AREA MAP

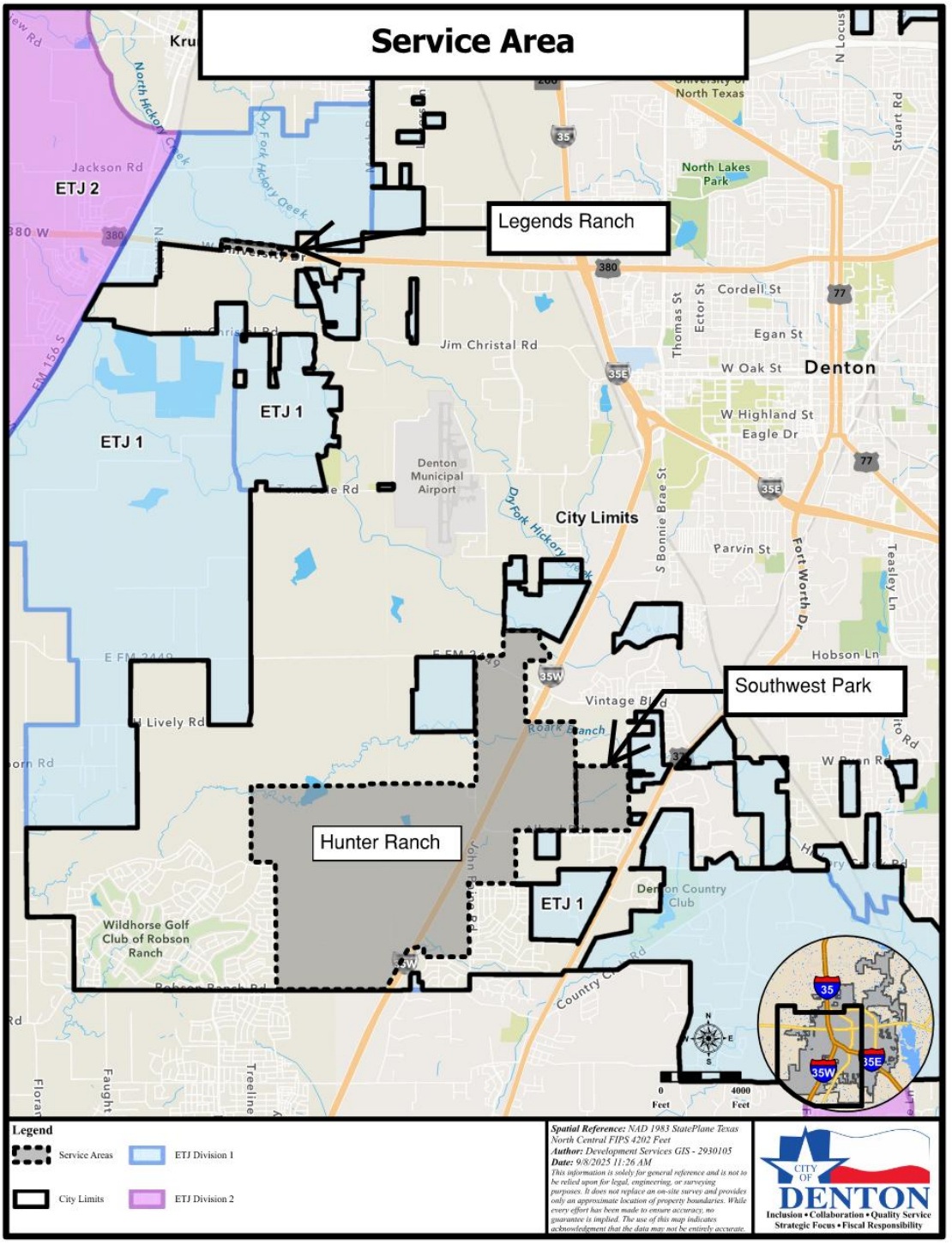


EXHIBIT B

ACKNOWLEDGEMENT OF SIGNATURE ON BEHALF OF UNIVERSAL NATURAL GAS, LLC

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Richard Bard, SVP Engineering and Construction, known to me to be the person whose name is signed to this Franchise Agreement. Richard Bard acknowledged that he is authorized to sign this Agreement, that his signature is binding to Universal Natural Gas, LLC and that he did sign this Franchise Agreement for the purposes and considerations expressed in the Franchise Agreement.

Given my hand and seal of office this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

(Personalized Seal)

For Denton City Secretary Use:

Filed with the Office of City Secretary on: _____

Received by: _____, _____
[NAME and TITLE]

EXHIBIT C
Initial Rates

UNIVERSAL NATURAL GAS, LLC D/B/A UNIVERSAL NATURAL GAS, INC.

RESIDENTIAL SERVICE

RATE SCHEDULE RES

AVAILABILITY

This schedule is available to residential consumers in unincorporated areas and in all incorporated areas unless otherwise covered by a specific UNIGAS rate schedule for residential consumers in incorporated areas receiving natural gas service from UNIGAS (hereinafter called "Company").

APPLICATION OF SCHEDULE

The Company will provide distribution service for the delivery of gas supply through the Company's facilities to eligible residential customers residing in single family or multi-unit residential dwellings in which each unit requires a separate connection and meter. Gas supplied hereunder is for the individual use of the Consumer at one point of delivery and shall not be resold or shared with others. If the Consumer has a written contract with Company, the terms and provisions of such contract shall be controlling.

BASE MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly billing period rate for each customer receiving service under this rate schedule shall be the sum of the following:

Monthly Customer Charge:	$43.18
Base Charge:	$18.00
Interim Rate Adjustments (IRA)[1]:	$25.18
All Gas Consumed at:	$3.14 per Mcf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule COG.

[1] 2021 IRA - Case No. 00009430 $7.43; 2022 IRA – Case No. 00012763 $9.38; 2023 IRA – Case No. 00016486 $8.37

Taxes: Plus applicable taxes and fees related to above in accordance with the provisions of Rate Schedule TAXES.

Pipeline Safety Inspection Fee: The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety Inspection Fee, Rate Schedule PSFUG.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Rate Case Expense Rider: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.

Miscellaneous Service Charges: The billing shall reflect adjustments in accordance with provisions of the Miscellaneous Service Charges, Rate Schedule M.

UNIVERSAL NATURAL GAS, LLC D/B/A UNIVERSAL NATURAL GAS, INC.

COMMERCIAL SERVICE

RATE SCHEDULE COMM – DENTON

AVAILABILITY

This schedule is available to commercial and other non-residential (hereinafter called "Commercial") customers within the municipal boundaries of the City of Denton, Texas receiving natural gas service from UNIGAS (hereinafter called "Company").

APPLICATION OF SCHEDULE

The Company will provide distribution service for the delivery of gas supply through the Company's facilities to eligible Commercial customers in which each unit requires a separate connection and meter. Gas supplied hereunder is for the individual use of the Customer at one point of delivery and shall not be resold or shared with others. If the Customer has a written contract with Company, the terms and provisions of such contract shall be controlling.

BASE MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly billing period rate for each customer receiving service under this rate schedule shall be the sum of the following:

Monthly Customer Charge:	$94.00
Base Charge:	$94.00
Interim Rate Adjustments (IRA):	$0.00
All Gas Consumed at:	$2.2261 per Mcf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule COG.

Pipeline Safety Inspection Fee: The billing shall reflect adjustments in accordance with provisions of the Pipeline Safety Inspection Fee, Rate Schedule PSFUG.

Taxes: Plus applicable taxes and fees related to above in accordance with the provisions of Rate Schedule TAXES.

Rate Case Expense Rider: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider, Rate Schedule RCE.

Miscellaneous Service Charges: The billing shall reflect adjustments in accordance with provisions of the Miscellaneous Service Charges, Rate Schedule M.

Proposed Franchise Agreement with Universal Natural Gas

October 21, 2025

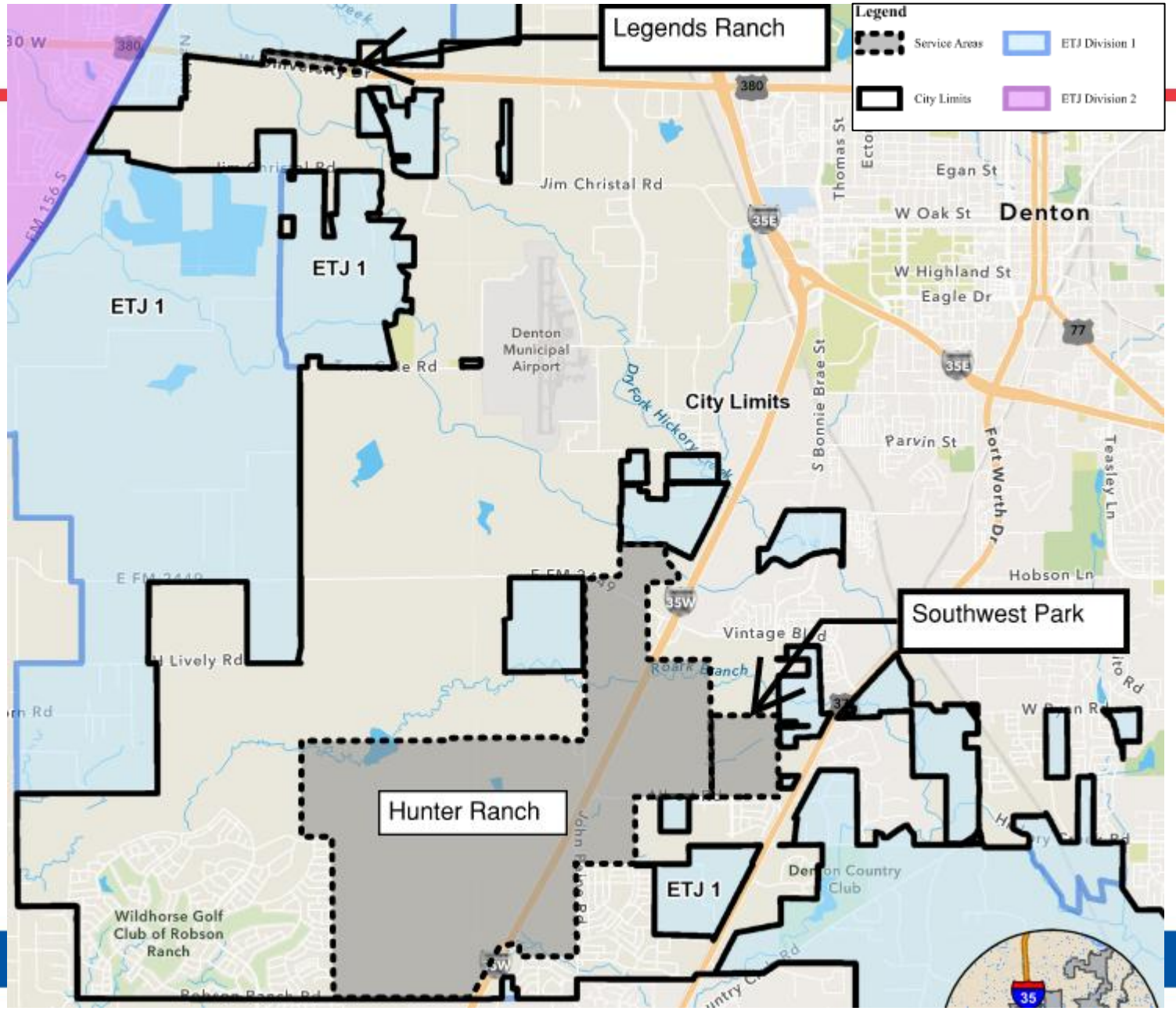


Background

- Franchise agreement allows a utility use of the City's public rights-of-way to install and maintain its equipment and provide services to customers.
- Proposed agreement with Universal Gas, LLC, a new utility provider to the City of Denton.
- Universal Gas, LLC, will be providing natural gas services to the Hunter Ranch and Legends Ranch developments. Construction of facilities is underway.
- Proposed agreement structured after the City's current Franchise agreement with Atmos Gas.

Proposed Service Area

- Hunter Ranch
- Legends Ranch
  - Portion within City Limits
- Southwest Park



Proposed Terms

Term	Proposed	Notes
Agreement Term	10 years, with the option of one (1) additional 5-year term	
Use of the Right-of-Way	City grants access for use but maintains control of the ROW and permitting is required	ROW Management Ordinance
Mapping of Distribution System	Provide notice of planned ROW construction and maintain records of installation	Quarterly reports for an upcoming 2 year period
Relocation of Buried lines and assets	City can require the Company to relocate facilities or the City may impact facilities in the event of an emergency	Company is full responsible for the cost of repairs or relocations.
Franchise Payment	Amount Equal to 5% of Company's Gross Receipts	Paid Quarterly, excludes permit fees
Southwest Park	Connection to the Southwest Park at the Company's cost	

Next Steps

- Requires three (3) approvals of the ordinance by City Council
  - September 16, October 21, December 2
- Universal Gas, LLC must publish the ordinance in its entirety in the Denton Record Chronicle for three (3) consecutive weeks.
- If approved, Universal Gas, LLC must file an acceptance letter with the City Secretary within 60 days, and the Franchise Agreement is effective after this filing.
- Staff recommends approval of the proposed ordinance
  - Continue the ordinance approval at the December 2 City Council Meeting

Questions?

Charlie Rosendahl

Interim Director of Development Services

Development Services

FIRST READING AND VOTE

The motion to approve this ordinance was made by [Jill Jester] and seconded by [Suzi Rumohr].
The 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:	✓			
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 16th day of September, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: Ingrid Rex

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **October 21, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton to declare the intent to reimburse capital program expenditures of General Government ($109,770,635), the Solid Waste Utility ($18,249,000), the Water Utility ($55,651,541), the Wastewater Utility ($141,892,454), and the Electric Utility ($58,434,588) with Tax-Preferred Obligations (Certificates of Obligation and General Obligation Bonds) with an aggregate maximum principal amount not to exceed $383,998,218; and providing an effective date. The Public Utilities Board recommends approval (6-0).

BACKGROUND

The purpose of this item is to allow staff to begin these projects prior to the bond sale. This is an annual request of Council as the IRS requires that Council take action to officially state its intent to reimburse the City from future tax-exempt debt. Initially, funding for the expenditures will be provided with unreserved fund balances. These expenditures will be reimbursed from the proceeds received from bonds sold in the summer of 2026. The reimbursement process is allowed by the City's Debt Policy.

The complete Capital Improvement Program (CIP) project list is included as Exhibit A of the ordinance. The adopted FY 2025-26 Capital Improvement Program budget includes:

- $109,770,635 General Obligation Bonds (GO) and Certificates of Obligation (CO) for new General Government funding for capital projects.
- $274,227,583 Certificates of Obligation (CO) for Utilities funding for capital projects.

The FY 2025-26 CIP program was a part of the budget process and included in the FY 2025-26 budget adopted by the City Council on September 16, 2025.

RECOMMENDATION

Staff recommends adoption of the ordinance.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance
Exhibit 3 – Presentation

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance

Prepared by
Randee Klingele
Treasury Manager

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF DENTON TO DECLARE THE INTENT TO REIMBURSE CAPITAL PROGRAM EXPENDITURES OF GENERAL GOVERNMENT ($109,770,635), THE SOLID WASTE UTILITY ($18,249,000), THE WATER UTILITY ($55,651,541), THE WASTEWATER UTILITY ($141,892,454), AND THE ELECTRIC UTILITY ($58,434,588) WITH TAX-PREFERRED OBLIGATIONS (CERTIFICATES OF OBLIGATION AND GENERAL OBLIGATION BONDS) WITH AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED $383,998,218; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the "Issuer") is a municipal corporation/political subdivision of the State of Texas; and

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the ongoing capital expansion of the General Government, and Solid Waste, Water, Wastewater and Electric utility projects approved as part of the FY 2025-26 Capital Improvement Program Budget and described on Exhibit "A" hereto (collectively, the "Projects") prior to the issuance of Certificates of Obligation and General Obligation Bonds which are tax-exempt obligations, tax-credit obligations or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law to finance the Projects; and

WHEREAS, the Issuer finds, considers, and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues the obligations to finance the Projects; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the above preamble to this Ordinance are true and correct and are hereby adopted.

SECTION 2. The Issuer reasonably expects to incur debt, as one or more series of tax-exempt obligations, tax-credit obligations or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Tax-Preferred Obligations"), with an aggregate maximum principal amount equal to $383,998,218 for the purpose of paying the costs of the Projects as described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes.

SECTION 3. All costs to be reimbursed pursuant hereto will be capital expenditures. No Tax-Preferred Obligations will be issued by the Issuer in furtherance of this ordinance after a date which is later than 18 months after the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 4. The foregoing notwithstanding, no Tax-Preferred Obligation will be issued pursuant to this ordinance more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 5. The foregoing Sections 3 and 4 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued in furtherance of this ordinance after 18 months of the date the original expenditure is made.

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
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the 21st day of October, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller _____
Digitally signed by Susan Keller
Date: 2025.10.02 20:59:56 -05'00'

Exhibit A

CAPITAL IMPROVEMENT PROJECT LISTING
SERIES 2026 - Reimbursement Ordinance

DEBT FUNDED PROJECTS	CIP Budget/RO
GENERAL OBLIGATION PROJECTS (2023 Bond Election):	
Ruddell, Mingo Roadway & Quiet Zones (Prop A)	$ 18,125,000
Oakland Drainage & Upstream Detention Improvements (Prop B)	15,595,000
PEC 3&4 Drainage Improvements (Prop B)	10,000,000
Public Art - Public Safety (Prop D)	503,000
2023 Bond Election GO Total	**$ 44,223,000**

CERTIFICATES OF OBLIGATION PROJECTS (Internal Service - Self-Supported):	
Solid Waste Fleet Shop FF&E (Fleet)	$ 500,000
End User Computing (Technology Services)	712,400
Radios & Modems (Technology Services)	1,900,430
Infrastructure Replacement (Technology Services)	1,745,527
Citywide Fiber Replacement (Technology Services)	1,875,000
Internal Service Total	**$ 6,733,357**

CERTIFICATES OF OBLIGATION PROJECTS (General Government - Tax Supported):	
Vehicle Replacement - General Fund (Motorpool)	$ 5,564,000
Security Video Surveillance Upgrades (Facilities)	250,000
Facilities ADA Upgrades (Facilities)	1,900,000
Capital Replacements (Facilities)	4,000,000
Facility Condition Maintenance (Facilities)	4,000,000
Adjacency Remodels (Facilities)	50,000
Parking Lot Replacements (Facilities)	1,825,000
Generator Project (Facilities)	100,000
Linda McNatt Animal Shelter (Facilities)	4,500,000
Fire Station 5 (Facilities)	400,000
Fire Station 6 (Facilities)	1,100,000
Briarcliff Park (Parks)	1,375,000
Traffic Signal Cabinets (Traffic)	208,000
Traffic Signal Design and Rebuilds (Traffic)	1,950,000
ADA Transition Plan Improvements (Transportation)	2,500,000
HSIP Projects (Transportation)	500,000
Road Safety Improvements (Transportation)	2,500,000
Ryan Road Widening (Streets)	1,000,000
Elm / Locust Phase 2 (Streets)	1,000,000
Neighborhood 2&6 (Streets)	6,500,000
Neighborhood 1B (Streets)	6,800,000
Bonnie Brae Phase 3 (Streets)	2,500,000
Westgate Drive Phase 2 (Streets)	3,875,473
Bonnie Brae Phase 6 (Drainage)	300,000
Westgate Drive Phase 2 (Drainage)	1,725,965
Elm / Locust Phase 2 (Drainage)	2,000,000
Westgate Drive Phase 1 (Drainage)	390,840
General Government Total	**$ 58,814,278**

CERTIFICATES OF OBLIGATION PROJECTS (Solid Waste):		
Vehicles - Replacements	$	3,801,000
Vehicles - New Additions		448,000
Organics Program Infrastructure		14,000,000
Solid Waste Total	**$**	**18,249,000**

CERTIFICATES OF OBLIGATION PROJECTS (Water):		
Supplement to Bond Election 2019 Projects - Neighborhood 1B	$	3,500,000
Supplement to Bond Election 2019 Projects - Neighborhood 2 & 6		500,000
McKenna Park BPS Rehab & Fence Replacement		510,000
Emergency Generator Evaluation		102,000
Annual Field Service Replacements		562,530
Oversize Participation Agreements		2,603,881
LCR (Lead and Copper Rule) Compliance		510,000
LCR (Lead and Copper Rule) Remediation		255,000
Water Distribution Replacement Program		1,275,000
Bonnie Brae (Phase 6)		1,800,000
Bonnie Brae (Phase 3)		775,000
PEC Phase 3/4 Water Upgrades		1,500,000
Westgate Road (Phase 2)		510,000
Water Taps		161,670
Fire Hydrant Installs		32,130
Water Meters		459,000
AMI/AMR Replacements		5,100,000
Sampling Station Upgrades		102,000
Large Valve Replacements		65,280
Transmission Line Condition Assessment		510,000
Transmission Line Condition Repairs		510,000
Ray Roberts Parallel 60" Transmission Line		255,000
24" Robson Ranch Transmission Main ((D-1))		4,080,000
WMP Projects 17 & 20		7,650,000
12/16" US 380 Water Line (Project 27)		1,020,000
RRWTP Capacity Rerate and Performance Upgrades		9,100,000
RRWTP Disinfection Conversion and Chemical Improvements		2,295,000
RRWTP Raw Water Line Cleaning for Zebra Mussels		153,000
RRWTP Raw Water Bldg. Electric Room AC Replacement		12,750
RRWTP Ozone Generator Cleaning		280,500
RRWTP Automated Source Water Monitoring		51,000
LLWTP Sludge Dewatering Improvement Project		3,250,000
LLWTP Filter Media Replacement		510,000
LLWTP LAS Bulk Storage Capacity Redesign		255,000
LLWTP DME Pond Infill		204,000
LLWTP High Service Pump Station		127,500
LLWTP Condition Assessment & DPR Study		1,224,000
LLWTP Ozone Building AC Installation - ASAP		102,000
LLWTP Plant Electrical Building AC Replacement		25,500
LLWTP Automated Source Water Monitoring		51,000
Lake Lewisville Raw Water Station Rehab		1,020,000
Roselawn Elevated Storage Tank Improvements		1,927,800
Riney Road Tank Painting & Lighting Improvement		255,000
SCADAOT/IT Delineation		127,500
Pump Station CIP-CI2 Conversion		51,000
NW EST Tank Painting		255,000
SWBPS - AC System Replacement		25,500
Water Total	**$**	**55,651,541**

CERTIFICATES OF OBLIGATION PROJECTS (Wastewater):		
Milam Creek Basin Wastewater Line and Lift Station	$	4,258,500
Hobson Lift Station Force Main Replacement		255,000
Cooper Creek Lift Station Improvement Project		3,621,000
Robson West Lift Station		5,814,000
Lift Station Replacement		510,000
Beneficial Reuse Concrete Improvement		12,750
12/15-inch Robson Ranch Interceptor (HC: O-4)		949,620
Pipe/Force Main Condition Assessment		281,010
21/27/30-inch Roark Branch Interceptor Phase 2 (HC: D-4)		4,080,000
Clear Creek Water Reclamation Plant (CCWRP)		2,040,000
Hickory Creek Water Reclamation Plant Ph 1 (HC: O-1, O-2, O-5)		2,550,000
Hickory Creek Peak Flow Basin Improvements		2,295,000
Hickory Creek Force Main Replacement		510,000
PCWRP Expansion to 26 MGD and 75 MGD Headworks		51,000,000
SCADA/HMI Upgrade Water Rec		127,500
Supplement to Bond Election 2019 Projects - Neighborhood 1B		3,500,000
Oversize Participation		4,345,200
Wastewater Taps		51,510
Manhole Repair/Replace/Lining		76,500
Clear Creek Interceptor		39,478,784
Annual Field Service Replacements		562,020
Collector Replacement Program		1,275,000
Cole Ranch Interceptor		3,187,500
Lakeview Ranch Interceptor		717,060
Masch Sewer Line Replacement		306,000
PEC Phase 3/4 Sewer Upgrades		1,000,000
Hickory Creek Interceptor IV		3,060,000
Private Laterals Replacement		25,500
Robson Ranch Wastewater Improvement Project Phase I & II		1,785,000
Mingo/Ruddell/Quiet Zone Sewer Upgrades		918,000
Bonnie Brae (Phase 3)		3,300,000
Wastewater Total	**$**	**141,892,454**

CERTIFICATES OF OBLIGATION PROJECTS (Electric):		
Distribution Substations	$	8,210,000
Transmission Substation		2,400,000
Distribution Transformers		10,000,000
Automated Meter Reading		1,805,000
Feeder Extension and Improve		11,075,338
New Residential and Commercial		8,315,250
Power Factor Improvement		300,000
Street Lighting		650,000
Transmission Lines		5,770,000
Technology - Software/Hardware		4,409,000
Electric - Relocations		5,500,000
Electric Total	**$**	**58,434,588**

TOTAL GOs	**$**	**44,223,000**
TOTAL COs	**$**	**339,775,218**
GRAND TOTAL	**$**	**383,998,218**

Reimbursement Ordinance

October 21, 2025



ID 25-1624

Purpose of Reimbursement Ordinance

- IRS requires formal documentation of the City's intent to reimburse itself with tax exempt bonds to be issued at a future date.
- Generally, the sale of bonds is within 12 months of the adoption of a reimbursement ordinance or before the end of the fiscal year.
- Reimbursement ordinance allowed by City's Debt Policy.

Note: Approval of the ordinance does not obligate the City to issue debt.

GO Bond Program Capital Improvement Plan

FY 2025-26

2023 Bond Election

Prop A - Ruddell, Mingo & Quiet Zone	$	18,125,000
Prop B - Oakland & PEC 3 & 4 Drainage		25,595,000
Prop D - Public Art, Public Safety		503,000
Total GO	**$**	**44,223,000**

CO General Government Capital Improvement Plan

FY 2025-26

General Government	$	58,814,278
Internal Service		6,733,357
Total CO	**$**	**65,547,635**

CO Utilities Capital Improvement Plan

FY 2025-26

Solid Waste Total	$	18,249,000
Water	$	55,651,541
Wastewater		141,892,454
Electric		58,434,588
Utility System Total	**$**	**255,978,583**
Total Utilities	**$**	**274,227,583**

Summary Reimbursement Ordinance

FY 2025-26

Detailed project list provided in Exhibit A of Ordinance

GO 2023 Bond Election	$	44,223,000
CO General Government		65,547,635
CO Solid Waste		18,249,000
CO Water		55,651,541
CO Wastewater		141,892,454
CO Electric		58,434,588
Total Reimbursement Ordinance	**$**	**383,998,218**

Next Steps

- April 2026 Council considers adoption of a Notice of Intention Ordinances to issue COs.
- May 2026 Council considers approval of a Parameters Ordinance authorizing the sale of both General Obligation Bonds and Certificates of Obligation.
- June 2026 Projected bond sale date, if market conditions are favorable.
- July 2026 Projected close of sale and delivery of funds.

Questions



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **October 21, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton considering all matters incident and related to the issuance, sale and delivery of $11,235,000 in principal amount of "City of Denton, Texas Utility System Revenue Bonds, Series 2025" to the Texas Water Development Board; authorizing the issuance of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date. The Public Utilities Board recommends approval (6-0).

BACKGROUND

During FY 2023-24, the Water Utilties department applied for and recevied approval for project funding from the Texas Water Development Board SWIFT program. The program provides financial assistance for projects in the state water plan to help communities develop and optimize ater supplies. The City was approved for $195,845,000 with staff electing to choose a multi-year funding term to align with proejct needs. Below is the proposed five-year breakdown. Year one, FY 2024-25, has been issued and with this approved bond ordinance, year two will be issued for $11,235,000. The bond proceeds will be receieved in December 2025.

- FY 2024-25 $10,135,000 (issued)
- **FY 2025-26 $11,235,000**
- FY 2026-27 $57,240,000
- FY 2027-28 $87,690,000
- FY 2028-29 $29,545,000

The final interest rates on the Bonds are included in the ordinance with overall borrowing costs of 3.8% for the 30-year financing. The financing structure with the TWDB will save the City an estimated $2.3 million versus issuing Certificates of Obligations in the public market.

RECOMMENDATION

Staff recommends adoption of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On April 2, 2024, the City Council adopted a resolution (Res 24-562) authorizing the submission of the Texas Water Development Board application in the amount of $195,845,000.

On August 19, 2025, the City Council adopted an ordinance (Ord 25-1458) authorizing a financing agreement with the Texas Water Development Board regarding the issuance of City of Denton Utility System Revenue Bonds for the waterworks system improvements and related issuance costs.

EXHIBITS

1. Agenda Information Sheet
2. Ordinance
3. Presentation

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance

Prepared by
Randee Klingele
Treasury Manager

ORDINANCE NO. 25-____

AN ORDINANCE OF THE CITY OF DENTON CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF $11,235,000 IN PRINCIPAL AMOUNT OF "CITY OF DENTON, TEXAS UTILITY SYSTEM REVENUE BONDS, SERIES 2025" TO THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE ISSUANCE OF THE BONDS; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID BONDS; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, defined terms used in this Ordinance shall have the meaning given said terms in Section 1 of this Ordinance, unless otherwise indicated herein; and

WHEREAS, the City of Denton (the "*City*" or the "*Issuer*") has determined to acquire, construct and equip additions, extensions, renovations and improvements to the Issuer's waterworks system, including the renovation and expansion of the Lake Ray Roberts Water Treatment Plant (the "*Project*"); and

WHEREAS, the Issuer has received a multi-year commitment from the Texas Water Development Board ("TWDB") pursuant to which TWDB agrees to loan $195,854,000 to the Issuer (the "*Loan*") in annual installments in 2024, 2025, 2026, 2027 and 2028, as evidenced by the issuance of five series of the Issuer's Utility System Revenue Bonds to be sold to TWDB, to fund costs related to the Project; and

WHEREAS, the Issuer issued its City of Denton, Texas Utility System Revenue Bonds, Series 2024 in December of 2024 in the amount of $10,135,000 (the "Series 2024 Bonds") to sell to the TWDB as evidence of the first installment of the Loan for the Project; and

WHEREAS, it is further deemed advisable by the City Council of the Issuer to issue the Bonds authorized by this Ordinance to sell to the TWDB as evidence of the second installment of the Loan for the Project; and

WHEREAS, the Bonds hereinafter authorized to be issued and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code, Chapter 1502, as amended, and the Issuer's Home Rule Charter; and

WHEREAS, the City has heretofore issued its City of Denton Utility System Revenue Bonds, Series 2017 (the "*Series 2017 Bonds*"), its City of Denton Utility System Revenue Refunding Bonds, Taxable Series 2021 (the "*Series 2021 Bonds*"), its City of Denton Utility System Revenue Note, Series 2024 (the "*Series 2024 Note*") and the Series 2024 Bonds (the Series 2017 Bonds, the Series 2021 Bonds, the Series 2024 Notes and the Series 2024 Bonds are collectively referred to herein as the "*Existing Bonds*"); and

WHEREAS, in the ordinances adopted by the City Council of the City authorizing the issuance of the Existing Bonds, the City reserved the right to issue revenue bonds on a parity with the Existing Bonds; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. DEFINITIONS.

The defined terms in recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

"*2024 Required Reserve Amount*" means an amount equal to the Average Annual Debt Service Requirements on the Bonds and all other 2024 Reserve Fund Participants.

"*2024 Required Reserve Fund Deposits*" means the deposits and credits, if any, required to be made to the 2024 Reserve Fund pursuant to the provisions of Section 11.

"2024 Reserve Fund" means the special fund created, established and maintained by and pursuant to the provisions of Sections 7 and 11.

"*2024 Reserve Fund Participants*" means the Series 2024 Bonds, the Bonds and any Additional Senior Lien Obligations designated as "2024 Reserve Fund Participants" in the ordinance or other instrument authorizing the issuance of such Additional Senior Lien Obligations and secured by the 2024 Reserve Fund.

"*2024 Reserve Credit Facility*" means, to the extent permitted by law, (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a Rating Agency having an outstanding rating on Senior Lien Obligations would rate the Senior Lien Obligations fully insured by a standard policy issued by the issuer of such 2024 Reserve Credit Facility in its two highest generic rating categories for such obligations; and (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on the Senior Lien Obligations would rate the Senior Lien Obligations in any one of its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Senior Lien Obligations and the interest thereon.

"*2024 Reserve Credit Facility Payment*" means any subrogation payment the Issuer is obligated to make from Pledged Revenues deposited in the 2024 Reserve Fund with respect to a 2024 Reserve Credit Facility.

"*Accountant*" means an independent certified public accountant or accountants or a firm of independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Additional Senior Lien Obligations*" means bonds, notes, contractual obligations or other Debt which the Issuer reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in Section 17 and which obligations are equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues on a parity with the Bonds and other Senior Lien Obligations.

"*Amortization Installment*" means, with respect to Senior Lien Obligations issued as Term Bonds, each mandatory sinking fund redemption of such Term Bonds (whether prior to maturity or at maturity), provided that the total Amortization Installments for such Term Bonds shall be sufficient to provide for retirement of the aggregate principal amount of such Term Bonds.

"*Annual Debt Service Requirements*" means, as of the date of calculation, the principal of and interest on all Senior Lien Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof or other demand conditioned upon default by the Issuer on such Debt, or be payable in respect of any required purchase of such Debt by the Issuer) in such Year, and, for such purposes, any one or more of the following rules shall apply at the election of the Issuer:

(1) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt, except Term Bonds, due (or payable in respect of any required purchase of such Funded Debt by the Issuer) in any Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Year (such principal due in such Year for such series or issue of Funded Debt being referred to herein and throughout this Ordinance as "*Balloon Debt*"), the amount of principal of such Balloon Debt taken into account during any Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(2) Consent Sinking Fund. In the case of Balloon Debt, if a Designated Financial Officer shall deliver to the Issuer a certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such certificate ending on or before the Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (2) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (2) shall not apply where the Issuer has elected to apply the rule set forth in clause (1) above;

(3) Term Bonds. The principal of Term Bonds shall be considered as maturing in accordance with the Amortization Installments set forth in the ordinance authorizing same;

(4) Prepaid Debt. Principal of and interest on Senior Lien Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt;

(5) Variable Rate. As to any Senior Lien Obligations that bear interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the Issuer, either (A) an interest rate equal to the average rate borne by such Senior Lien Obligations (or by comparable debt in the event that such Senior Lien Obligations has not been Outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (B) an interest rate equal to the 30-year Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of revenue bonds with maturities of at least 20 years which is published in a financial newspaper or journal with national circulation may be used for this purpose (if two series of Senior Lien Obligations which bear interest at variable interest rate, or one or more maturities within a series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Senior Lien Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Senior Lien Obligations);

(6) Committed Take Out. If the Issuer has entered into a Credit Agreement constituting a binding commitment within normal commercial practice to discharge any of its Funded Debt at its Maturity or Stated Maturity (or, if due on demand, at any date on which demand may be made) or to purchase any of its Funded Debt at any date on which such Debt is subject to required purchase, all under arrangements whereby the Issuer's obligation to repay the amounts advanced for such discharge or purchase constitutes Funded Debt, then the portion of the Funded Debt committed to be discharged or purchased shall be excluded from such calculation and the principal of and interest on the Funded Debt incurred for such discharging or purchase that would be due in the Year for which the calculation is being made, if incurred at the Stated Maturity or purchase date of the Funded Debt to be discharged or purchased, shall be added;

(7) Credit Agreement Payments. If the Issuer has entered into a Credit Agreement in connection with an issue of Debt, payments due under the Credit Agreement (other than payments for fees and expenses), for either the Issuer or the Credit Provider, shall be included in such calculation, except to the extent that the payments are already taken into account under (1) through (6) above and any payments otherwise included above under (1) through (6) which are to be replaced by payments under a Credit Agreement, from either the Issuer or the Credit Provider, shall be excluded from such calculation; and

(8) Guarantee. In the case of any guarantee, as described in clause (2) of the definition of Debt, no obligation will be counted if the Issuer does not anticipate in its annual budget that it will make any payments on the guarantee. If, however, the Issuer is making payments on a guarantee or anticipates doing so in its annual budget, such obligation shall be treated as Senior Lien Obligations and calculations of annual debt service requirements with respect to such guarantee shall be made assuming that the Issuer will make all additional payments due under the guaranteed obligation. If the entity whose obligation is guaranteed cures all defaults and the Issuer no longer anticipates making payments under the guarantee, the guaranteed obligations shall not be included in the calculation of Annual Debt Service Requirements.

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

"*Average Annual Debt Service Requirements*" means that average amount which, at the time of computation, will be required to pay the Annual Debt Service Requirements when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Annual Debt Service Requirements by the number of Years then remaining before Stated Maturity of such Senior Lien Obligations. For the purposes of this definition, a fractional period of a Year shall be treated as an entire Year.

"*Bond*," "*Bonds*" and "*Series 2025 Bonds*" have the meaning assigned to such terms in Section 3.

"*Capital Addition*" means the construction or acquisition of improvements or rights that will increase the capacity of the System, or an interest therein, and which shall become a part of the System.

"*City Council*" means the City Council of the Issuer.

"*Code*" means the Internal Revenue Code of 1986, as amended, and the applicable regulations and rules promulgated in connection therewith.

"Construction Fund" means the special fund created, established and maintained by and pursuant to the provisions of Section 31.

"*Consulting Engineer*" means an independent engineer or firm employed by the Issuer to perform and carry out the duties imposed on such engineer or firm by this Ordinance and having a favorable reputation nationally for skill and experience in the engineering of waterworks systems, wastewater systems, electric utility systems or drainage systems of comparable size and character as those forming parts of the System.

"*Credit Agreement*" means, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitment to purchase Senior Lien Obligations, purchase or sale agreement, Interest Rate Management Agreement, or commitments or other contracts or agreements authorized, recognized and approved by the Issuer as a Credit Agreement in connection with the authorization, issuance, security, or payment of Senior Lien Obligations and on a parity therewith.

"*Credit Provider*" means any bank, financial institution, insurance company, surety bond provider, or other entity which provides, executes, issues, or otherwise is a party to or provider of a Credit Agreement.

"*Debt*" means:

(1) all indebtedness payable from Pledged Revenues incurred or assumed by the Issuer for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of the System payable from Pledged Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from Pledged Revenues for borrowed money or for the acquisition, construction or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the Issuer, or that is in effect guaranteed, directly or indirectly, by the Issuer through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise.

For the purpose of determining Debt, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Years.

"*Defeasance Securities*" means any securities and obligations now or hereafter authorized by the laws of the State of Texas that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

"*Depository*" means one or more official depository banks of the Issuer.

"*DTC*" means The Depository Trust Company, New York, New York.

"*DTC Participant*" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Designated Financial Officer*" means the City Manager or the Chief Financial Officer (including, in each case, the official succeeding to such position after a title change), or such other official of the Issuer so designated by the Issuer.

"*Electric System Fund*" means the special fund confirmed, established and maintained by and pursuant to the provisions of Sections 7 and 8.

"*Event of Default*" means an event as described in Section 28.

"*Funded Debt*" means all Senior Lien Obligations created or assumed by the Issuer that mature by their terms (in the absence of the exercise of any earlier right of demand), or that are renewable at the option of the Issuer to a date, more than one year after the original creation or assumption of such Debt by the Issuer.

"*Gross Revenues*" mean all revenues, income and receipts of every nature derived or received by the Issuer from the operation and ownership of the System, including the interest income from investment or deposit of money in any fund or account created by this Ordinance or maintained by the Issuer in connection with the System.

"*Initial Bonds*" has the meaning assigned to such term in Section 3.

"*Interest and Sinking Fund*" means the special fund created, established and maintained by and pursuant to the provisions of Sections 7 and 10.

"*Interest Rate Management Agreement*" means an agreement that provides for an interest rate transaction, including a swap, basis, forward, option, cap, collar, floor, lock, or hedge transaction, a similar transaction, or any combination of those types of transactions, now or hereafter authorized by the laws of the State of Texas, including, without limitation, Chapter 1371.

"*Issuer*" means the City of Denton, Texas.

"*Maturity*" means, when used with respect to any Debt, the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof, or call for redemption, or otherwise.

"*Maximum Annual Debt Service Requirements*" means the greatest amount of Annual Debt Service Requirements scheduled to occur in any future Year or in the then current Year for the particular obligations for which such calculation is made.

"*Net Revenues*" mean all Gross Revenues remaining after deducting Operating Expenses.

"*Operating Expenses*" means the reasonable and necessary expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the Issuer, are necessary to keep the System in operation and render adequate service or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Senior Lien Obligations), and all payments under contracts for materials and services (including water supply contracts) provided to the Issuer that are required to enable the Issuer to render efficient service. The following shall never be considered as an Operating Expense:

(1) depreciation, (2) franchise fees paid to the Issuer or transferred to the general fund or other fund of the Issuer, and (3) return on investment payments made to the Issuer or transferred to the general fund or other fund of the Issuer.

"*Ordinance*" means this ordinance finally adopted by the City Council on October 21, 2025.

"*Outstanding*" means, when used with respect to Senior Lien Obligations, as of the date of determination, all Senior Lien Obligations theretofore delivered under this Ordinance and any ordinance authorizing other Senior Lien Obligations, except:

(1) Senior Lien Obligations theretofore cancelled and delivered to the Issuer or delivered to the paying agent/registrar for the Senior Lien Obligation for cancellation;

(2) Senior Lien Obligations deemed paid pursuant to the provisions of Section 22 or any comparable section of any ordinance authorizing Additional Senior Lien Obligations;

(3) Senior Lien Obligations upon transfer of or in exchange for and in lieu of which other Senior Lien Obligations have been authenticated and delivered pursuant to this Ordinance and any ordinance authorizing Additional Senior Lien Obligations; and

(4) Senior Lien Obligations under which the obligations of the Issuer have been released, discharged or extinguished in accordance with the terms thereof.

"*Paying Agent/Registrar*" means the paying agent/registrar for the Bonds, described in Section 4(a) and any successor thereto.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended, or other applicable law.

"*Pledged Revenues*" means

(1) the Net Revenues, plus

(2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the Issuer to the payment of the Senior Lien Obligations,

and excluding those revenues excluded from Gross Revenues or excluded from Net Revenues.

"*Rate Stabilization Reserve*" means a rate stabilization reserve created, established and maintained by and pursuant to the provisions of Section 12 in the Electric System Fund, the Wastewater System Fund or the Water System Fund.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the Issuer, a rating to the Senior Lien Obligations.

"*Record Date*" means Record Date as defined in the FORM OF BOND.

"*Registered Owner*" or "*Registered Owners*" means the registered owner, whose name appears in the Registration Books, for any Senior Lien Obligation.

"*Registration Books*" means the books or records for the registration of the transfer, conversion and exchange of the Bonds kept by the Paying Agent/Registrar.

"*Reserve Credit Facility*" means (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, and (ii) a letter or line of credit issued by any financial institution, in each case meeting the requirements for such facility under any ordinance authorizing the issuance of Senior Lien Obligations that are to be secured by a debt service reserve fund.

"*Senior Lien Obligations*" means the Series 2017 Bonds, the Series 2021 Bonds, the Series 2024 Note, the Series 2024 Bonds, the Bonds and any Additional Senior Lien Obligations hereafter issued by the Issuer or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Council in accordance with applicable law) if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

"*Senior Lien Obligation Reserve Requirement*" means the amount or a manner of calculating the amount established by each ordinance authorizing the issuance of Senior Lien Obligations that are to be secured by a debt service reserve fund to be held and maintained on deposit therein.

"*Series 2017 Bond Ordinance*" means the ordinance adopted by the City Council of the City on June 21, 2016 authorizing the issuance of the Series 2017 Bonds.

"*Special Project*" means any water, wastewater, electric, drainage or other facilities of any kind or other public improvement declared by the Issuer not to be part of the System, for which the costs of acquisition, construction and installation are paid from proceeds of Special Project Bonds, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction and installation under such financing transaction.

"*Special Project Bonds*" means special revenue obligations of the Issuer which are not secured by the Pledged Revenues, but which are secured by and payable solely from liens on and pledges of any other revenues, sources, or payments, including, but not limited to, special contract revenues or payments received from the System, any other legal entity, or any combination thereof, in connection with a Special Project; and such revenues, sources or payments shall not be considered as or constitute Gross Revenues of the System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such Special Project Bonds.

"*Special Record Date*" has the meaning assigned to such term in Section 4(d).

"*Stated Maturity*" means the annual principal payments of the Senior Lien Obligations payable on the respective dates set forth in the ordinances which authorized the issuance of such Senior Lien Obligations.

"*Subordinate Lien Obligations*" means any bonds, notes, contractual obligations or other Debt issued by the Issuer that are payable from or reasonably expected to be payable in whole from, and equally and ratably secured by a lien on and pledge of the Pledged Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Pledged Revenues that are or will be pledged to the payment of any Senior Lien Obligations issued by the Issuer.

"*System*" means the Issuer's entire existing waterworks system, the Issuer's entire existing wastewater system, the Issuer's entire existing electric light and power system, and the Issuer's entire existing drainage

system, together with all future extensions, improvements, enlargements, and additions thereto, and all replacements thereof; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not include any Special Projects which are hereafter acquired or constructed by the Issuer with the proceeds of Special Project Bonds.

"*System Funds*" means, collectively, the Electric System Fund, the Wastewater System Fund and the Water System Fund.

"*Term Bonds*" means those Senior Lien Obligations (if any) so designated pursuant to the terms of the ordinance authorizing their issuance, which shall be subject to retirement by operation of mandatory sinking fund redemptions.

"*Term of Issue*" means with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) thirty years.

"*TWDB*" means the Texas Water Development Board and its successors.

"*Wastewater System Fund*" means the special fund confirmed, established and maintained by and pursuant to the provisions of Sections 7 and 8.

"*Water System Fund*" means the special fund confirmed, established and maintained by and pursuant to the provisions of Sections 7 and 8.

"*Year*" means the regular fiscal year used by the Issuer in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the Issuer.

SECTION 2. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) Recitals. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) Amount; Purpose. The bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of $11,235,000 for the public purpose of providing funds to acquire, construct and equip additions, extensions, renovations and improvements to the Issuer's waterworks system, including the renovation and expansion of the Lake Ray Roberts Water Treatment Plant (the "*Project*"), and to pay the costs associated with the issuance of the Bonds.

SECTION 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF DENTON, TEXAS UTILITY SYSTEM REVENUE BOND, SERIES 2025," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated November 1, 2025, in the principal amount stated above payable in installments of principal, numbered T-1, with bonds issued in replacement thereof being in the denomination or denominations of $5,000 or any integral multiple of $5,000 and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the Initial Bond being made payable to the TWDB as described in Section 27) and said bonds shall mature and be payable serially on December 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 5 to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years	Principal Amounts ($)	Interest Rates (%)	Years	Principal Amounts ($)	Interest Rates (%)
2026	230,000	1.99	2041	350,000	3.66
2027	235,000	1.94	2042	360,000	3.75
2028	240,000	1.94	2043	375,000	3.85
2029	245,000	1.98	2044	395,000	3.87
2030	250,000	2.08	2045	410,000	3.89
2031	255,000	2.21	2046	430,000	4.06
2032	260,000	2.36	2047	445,000	4.08
2033	265,000	2.46	2048	465,000	4.09
2034	275,000	2.57	2049	490,000	4.10
2035	280,000	2.68	2050	510,000	4.11
2036	290,000	2.94	2051	535,000	4.12
2037	300,000	3.14	2052	555,000	4.12
2038	310,000	3.30	2053	580,000	4.12
2039	320,000	3.44	2054	610,000	4.12
2040	335,000	3.54	2055	635,000	4.12

The terms "*Bonds*" and "*Series 2025 Bonds*" as used herein shall mean and include collectively all bonds initially issued hereunder (the "*Initial Bonds*") and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "*Bond*" shall mean any of the Bonds.

SECTION 4. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Issuer appoints BOKF, NA, Dallas, Texas to act as the Paying Agent/Registrar for the Bonds. The Mayor of the Issuer or a Designated Financial Officer is authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept Registration Books at the corporate trust office of the Paying Agent/Registrar, and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (g) of this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, resolutions, orders or other instruments need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are Outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or

other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsections (j) and (k) of this Section, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Bond, in the FORM OF BOND set forth in this Ordinance.

(n) Cancellation of Initial Bonds. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the TWDB or its designee, executed by manual or facsimile signature of the Mayor and Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such Initial Bond, the Paying Agent/Registrar shall cancel such Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of such Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

SECTION 5. FORM OF BONDS. The form of the Bonds ("FORM OF BOND"), including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) FORM OF BOND.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL AMOUNT
$_____

CITY OF DENTON, TEXAS
UTILITY SYSTEM REVENUE BOND
SERIES 2025

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
		December 1, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Denton, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on June 1, 2026 and semiannually on each December 1 and June 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the fifteenth day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date

for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated November 1, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $11,235,000 for the public purpose of providing funds to acquire, construct and equip additions, extensions, renovations and improvements to the Issuer's waterworks system, including the renovation and expansion of the Lake Ray Roberts Water Treatment Plant, and to pay the costs associated with the issuance of the Bonds.

ON DECEMBER 1, 2035, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be redeemed in inverse order of maturity and the Issuer shall direct the Paying Agent/Registrar to call by lot or other customary method, portions thereof within such maturities and in such principal amounts, for redemption (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds,

without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

THE BONDS are special obligations of the Issuer payable solely from and equally secured by a lien on and pledge of the Pledged Revenues of the Issuer’s System (as defined in the Ordinance). Reference is hereby made to the Bond Ordinance for a more complete statement of the covenants and provisions securing the payment of this Bond and the series of which it is one.

THE ISSUER EXPRESSLY RESERVES the right to issue further and additional special revenue obligations equally secured by a lien on and pledge of the Pledged Revenues of the Issuer's Utility System on a parity with the Bonds of this issue; provided, however, that any and all such additional Senior Lien Obligations may be issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Bond Ordinance, to which reference is hereby made for more complete and full particulars. The Issuer has further reserved the right in the Bond Ordinance to issue Subordinate Lien Obligations and to finance Special Projects that are not part of the System and not payable from Pledged Revenues and for which all maintenance and operation expenses are payable from sources other than Pledged Revenues.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation or from any sources whatsoever other than those described in the Bond Ordinance.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the Outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, the Mayor Pro-Tem of the Issuer) and countersigned with the manual or facsimile signature of the Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

Secretary Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

_____
_____, _____
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

_____

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The Initial Bonds shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF DENTON, TEXAS (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on December 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments ($)	Interest Rates (%)

(Information for the Bonds from Section 3 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per

annum specified above. Interest is payable on June 1, 2026 and semiannually on each December 1 and June 1 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

SECTION 6. PLEDGE OF PLEDGED REVENUES.

(a) The Bonds are "Additional Senior Lien Obligations" as permitted by Section 17 of the Series 2017 Bond Ordinance; and it is hereby determined, declared and resolved that Sections 1, 6 through 17, 19, 20, 21, 28 and 30 of this Ordinance are supplemental to and cumulative of such sections in the Series 2017 Bond Ordinance.

(b) The Issuer hereby covenants and agrees that the Pledged Revenues are hereby irrevocably pledged to the payment and security of the Senior Lien Obligations, including the establishment and maintenance of the special funds confirmed, created, established and maintained for the payment and security thereof, all as hereinafter provided; and it is hereby ordered that the Senior Lien Obligations, and the interest thereon, shall constitute a lien on and pledge of the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the Issuer, and the lien created hereby on the Pledged Revenues for the payment and security of the Senior Lien Obligations, including the establishment and maintenance of the special funds created, confirmed, established and maintained for the payment and security thereof, shall be superior to the lien on and pledge of the Pledged Revenues securing payment of any Subordinate Lien Obligations heretofore or hereafter issued by the Issuer. The Senior Lien Obligations, and any interest payable thereon, are and shall secured by and payable from a first lien on and pledge of the Pledged Revenues. The Senior Lien Obligations are not and will not be secured by or payable from a mortgage or deed of trust on any real, personal, or mixed properties constituting the System.

(c) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are Outstanding and unpaid, the result of such amendment being that the pledge of the Pledged Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

SECTION 7. SPECIAL FUNDS.

(a) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a special fund entitled the "City of Denton Electric System Fund" (the "*Electric System Fund*").

(b) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a special fund entitled the "City of Denton Wastewater System Fund" (the "*Wastewater System Fund*").

(c) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a special fund entitled the "City of Denton Water System Fund" (the "*Water System Fund*").

(d) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer so long as Senior Lien Obligations are Outstanding, a separate fund entitled "City of Denton Utility System Revenue Bonds Interest and Sinking Fund" (the "*Interest and Sinking Fund*").

(e) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a separate fund entitled "City of Denton, Texas Utility System Revenue Bond 2024 Reserve Fund" (the "*2024 Reserve Fund*").

(f) The Issuer may at any time combine any two or more of the Electric System Fund, Wastewater System Fund or Water System Fund into a single Fund. Any references in this Ordinance to any of the Funds so combined shall be deemed to refer to the newly combined Fund.

(g) Each such Fund shall be accounted for separate and apart from all other funds of the Issuer, and shall be maintained in a Depository of the Issuer.

SECTION 8. SYSTEM FUNDS. The Issuer hereby covenants, agrees and establishes that the Gross Revenues shall be deposited and credited to the System Funds immediately as collected and received except as otherwise provided in this Ordinance. All Operating Expenses are and shall be paid from such Gross Revenues as a first charge against same.

SECTION 9. FLOW OF FUNDS.

(a) All Gross Revenues deposited and credited to the System Funds shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

First: to the payment of all necessary and reasonable Operating Expenses as defined herein, and the payment of such Operating Expenses shall be a first charge on and claim against the Gross Revenues.

Second: to the payment of the amounts required to be deposited and credited to the Interest and Sinking Fund, created and established for the payment of the Bonds and any other Senior Lien Obligations as the same become due and payable.

Third: pro rata to the payment of the amounts required to be deposited and credited (i) to the 2024 Reserve Fund created and established in accordance with the provisions of this Ordinance to fund and maintain the 2024 Required Reserve Amount therein (including any payments under any 2024 Reserve Credit Facility), and (ii) to each other debt service reserve fund (including any payments under any Reserve Credit Facility) as may be created and established to maintain a reserve with respect to Additional Senior Lien Obligations, if any, and in accordance with the provisions of the ordinances relating to the issuance of any Additional Senior Lien Obligations hereafter issued by the Issuer.

Fourth: to make payment, including payment of amounts required for reserve fund requirements, of Subordinate Lien Obligations.

(b) Any Pledged Revenues remaining in the System Funds after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Issuer purpose now or hereafter permitted by law.

SECTION 10. INTEREST AND SINKING FUND.

(a) For purposes of providing funds to pay the principal of, premium, if any, and interest on the Senior Lien Obligations as the same become due and payable, including any Amortization Installment payments, the Issuer agrees that it shall maintain the Interest and Sinking Fund. The Issuer covenants to deposit and credit to the Interest and Sinking Fund prior to each principal, interest payment or redemption date from the available Pledged Revenues an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and the principal of the Senior Lien Obligations then coming due and payable. The Issuer shall deposit to the Interest and Sinking Fund the amounts required to be deposited therein with respect to Senior Lien Obligations in accordance with the ordinance authorizing such Senior Lien Obligations. The Issuer shall cause to be deposited to the credit of the Interest and Sinking Fund accrued interest received from the sale of the Bonds, and on or before the last business day of each month, the Issuer shall cause to be deposited to the credit of the Interest and Sinking Fund, in approximately equal monthly payments, amounts sufficient, together with any other funds on hand therein, to pay all of the interest or principal and interest coming due, including Amortization Installments, on the Bonds on the next succeeding interest or principal payment date.

(b) The required deposits and credits to the Interest and Sinking Fund shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in and credited to the Interest and Sinking Fund and the 2024 Reserve Fund (and in any debt service reserve fund created pursuant to Section 11), taking into account any Reserve Credit Facility held in or for the benefit of any such debt service reserve fund, is equal to the amount required to fully pay and discharge all Outstanding Senior Lien Obligations (principal, premium, if any, and interest) or (ii) the Senior Lien Obligations are no longer Outstanding.

(c) Accrued interest, if any, received from the purchaser of any Senior Lien Obligation and capitalized interest, if any, shall be taken into consideration and reduce the amount of the deposits and credits hereinabove required into the Interest and Sinking Fund.

(d) In allocating moneys on deposit in the Interest and Sinking Fund to pay the principal of, premium, if any, and interest on the Senior Lien Obligations as the same become due and payable among Senior Lien Obligations that are secured by the 2024 Reserve Fund or another debt service reserve fund created pursuant to Section 11 and Senior Lien Obligations that are not secured by the 2024 Reserve Fund or such other debt service reserve fund, the Issuer shall not take amounts on deposit (including moneys or Reserve Credit Facilities) in the 2024 Reserve Fund or such other debt service reserve funds into account when making such allocations.

SECTION 11. DEBT SERVICE RESERVE FUNDS.

(a) The 2024 Reserve Fund is hereby ordered to be held at a Depository of the Issuer, for the benefit of the Bonds and other 2024 Reserve Fund Participants, if any. All cash, investments and 2024 Reserve Credit Facilities on deposit and credited to the 2024 Reserve Fund shall be used solely for (i) the payment of the principal of and interest on the Bonds and any other 2024 Reserve Fund Participants, when there is not sufficient money available in the Interest and Sinking Fund for such purpose, (ii) to make 2024 Reserve Credit Facility Payments, and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds and any other 2024 Reserve Fund Participants. The Issuer initially shall fund the 2024 Reserve Fund

within sixty (60) months from the date of delivery of the Bonds by making 2024 Required Reserve Fund Deposits to such fund from the Pledged Revenues in accordance with Section 9 by monthly deposits in amounts equal to not less than 1/60th of the 2024 Required Reserve Amount, with any such deposits being made on or before the last day of each month, commencing with the first month following the date of delivery of the Bonds, until the 2024 Required Reserve Amount has been fully funded. After the delivery of any future 2024 Reserve Fund Participants, the Issuer shall cause the 2024 Reserve Fund to be increased, if and to the extent necessary, so that the 2024 Reserve Fund will contain an amount of money, investments and/or 2024 Reserve Credit Facilities equal to the 2024 Required Reserve Amount. Any increase in the 2024 Required Reserve Amount may be funded from Pledged Revenues, or from proceeds from the sale of any 2024 Reserve Fund Participants, or any other available source or combination of sources. All or any part of the 2024 Required Reserve Amount not funded initially and immediately after the delivery of any issue or series of 2024 Reserve Fund Participants shall be funded by making 2024 Required Reserve Fund Deposits to such fund from the Pledged Revenues in accordance with Section 9 by monthly deposits in amounts equal to not less than 1/60th of the deficiency in the 2024 Required Reserve Amount as of the date of issuance of the additional 2024 Reserve Fund Participants, with any such deposits being made on or before the last day of each month, commencing with the first month following the date of delivery of the 2024 Reserve Fund Participants, until the 2024 Required Reserve Amount has been fully funded. The 2024 Required Reserve Amount shall be maintained in the 2024 Reserve Fund at all times after the delivery of the Bonds and any other 2024 Reserve Fund Participants. There shall be deposited into the 2024 Reserve Fund any 2024 Reserve Credit Facilities so designated by the Issuer.

(b) When and for so long as the cash, investments and 2024 Reserve Credit Facilities in the 2024 Reserve Fund equal the 2024 Required Reserve Amount or the portion then required to be on deposit therein, no deposits need be made to the credit of the 2024 Reserve Fund; but, if and when the 2024 Reserve Fund at any time contains less than the amount of the 2024 Required Reserve Amount then required to be on deposit therein pursuant to clause (a) of this Section, the Issuer covenants and agrees that the Issuer shall cure the deficiency in the 2024 Reserve Fund by making 2024 Required Reserve Fund Deposits to such fund from the Pledged Revenues in accordance with Section 9 by monthly deposits in amounts equal to not less than 1/24th of such deficiency, with any such deficiency payments being made on or before the last day of each month until the 2024 Required Reserve Amount has been fully funded or restored. In addition, in the event that a portion of the 2024 Required Reserve Amount is represented by a 2024 Reserve Credit Facility, the 2024 Required Reserve Amount shall be restored as soon as possible from monthly deposits of Pledged Revenues on deposit in the System Fund in accordance with Section 9, but subject to making the full deposits and credits to the Interest and Sinking Fund required to be made by Section 10. The Issuer further covenants and agrees that, subject only to the prior deposits to be made to the Interest and Sinking Fund, the Pledged Revenues shall be applied and appropriated and used to establish and maintain the 2024 Required Reserve Amount, including by paying 2024 Reserve Credit Facility Payments when due, and any reserve established for the benefit of any issue or series of Additional Senior Lien Obligations and to cure any deficiency in such amounts as required by the terms of this Ordinance and any other ordinance pertaining to the issuance of Additional Senior Lien Obligations. Reimbursements to the provider, if any, of a 2024 Reserve Credit Facility shall constitute the making up of a deficiency in the 2024 Reserve Fund to the extent that such reimbursements result in the reinstatement, in whole or in part, as the case may be, of the amount of the 2024 Reserve Credit Facility.

(c) Earnings and income derived from the investment of amounts held for the credit of the 2024 Reserve Fund shall be retained in the 2024 Reserve Fund until the 2024 Reserve Fund contains the 2024 Required Reserve Amount. During such time as the 2024 Reserve Fund contains the 2024 Required Reserve Amount or any cash or Permitted Investment is replaced with a 2024 Reserve Credit Facility pursuant to subsection (d) below, the Issuer may, at its option, withdraw all surplus funds in the 2024 Reserve Fund and deposit such surplus in the System Fund; provided that the face amount of any 2024 Reserve Credit Facility may be reduced at the option of the Issuer in lieu of such transfer. Notwithstanding the foregoing, any surplus

funds in the 2024 Reserve Fund that consist of proceeds of the Bonds or interest thereon shall be used for purposes for which the Bonds were issued or deposited to the Interest and Sinking Fund.

(d) The Issuer may at any time deposit, supplement, replace or substitute a 2024 Reserve Credit Facility for cash or Permitted Investments on deposit in the 2024 Reserve Fund or in substitution for or replacement of any existing 2024 Reserve Credit Facility, provided, that the deposit, supplement, replacement or substitution of the 2024 Reserve Credit Facility will not, in and of itself, cause any ratings then assigned to the Bonds by any Rating Agency to be lowered as of the date of such deposit, supplement, replacement or substitution and the ordinance authorizing the substitution of the 2024 Reserve Credit Facility for all or part of the 2024 Required Reserve Amount contains a finding that such substitution is cost effective. Notwithstanding any other provision of this Ordinance, if a 2024 Reserve Credit Facility is utilized in connection with the Bonds after the issuance date of the Bonds, the Issuer must specifically approve any such 2024 Reserve Credit Facility.

(e) If the Issuer is required to make a withdrawal from the 2024 Reserve Fund for any of the purposes described in this Section, the Issuer shall promptly notify the issuer of such 2024 Reserve Credit Facility of the necessity for a withdrawal from the 2024 Reserve Fund for any such purposes, and shall make such withdrawal FIRST from available moneys or Permitted Investments then on deposit in the 2024 Reserve Fund, and NEXT from a drawing under any 2024 Reserve Credit Facility to the extent of such deficiency.

(f) In the event there is a draw upon a 2024 Reserve Credit Facility in the 2024 Reserve Fund, the Issuer shall reimburse the issuer of such 2024 Reserve Credit Facility for such draw, in accordance with the terms of any agreement pursuant to which the 2024 Reserve Credit Facility is used, from Pledged Revenues, however, such reimbursement from Pledged Revenues shall be in accordance with the provisions of Section 11(b) hereof and shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the then Outstanding Senior Lien Obligations.

(g) The Issuer may create and establish a debt service reserve fund pursuant to the provisions of any ordinance or other instrument authorizing the issuance of Senior Lien Obligations for the purpose of securing that particular issue or series of Senior Lien Obligations or any specific group of issues or series of Senior Lien Obligations (including the combining of debt service reserve funds for Senior Lien Obligations so long as the requirements of each ordinance authorizing such Senior Lien Obligations are satisfied). A debt service reserve fund may be funded from Pledged Revenues, proceeds from the sale of Additional Senior Lien Obligations, Reserve Credit Facilities, or any other available source or combination of sources. The amounts once deposited or credited to said debt service reserve funds shall no longer constitute Pledged Revenues and shall be held solely for the benefit of the owners of the particular Senior Lien Obligations for which such debt service reserve fund was established. Each debt service reserve fund shall receive a pro rata amount of the Pledged Revenues after the requirements of the Interest and Sinking Fund, which secures all Senior Lien Obligations, have first been met. Each such debt service reserve fund shall be designated in such manner as is necessary to identify the Senior Lien Obligations it secures and to distinguish such debt service reserve fund from the debt service reserve funds created for the benefit of other Senior Lien Obligations. Each ordinance authorizing the issuance of Senior Lien Obligations that are to be secured by a debt service reserve fund shall specify the amount or a manner of calculating the amount to be held and maintained on deposit therein.

(h) The Issuer may issue Additional Senior Lien Obligations not secured by the 2024 Reserve Fund or any other debt service reserve fund.

SECTION 12. RATE STABILIZATION RESERVES. The Issuer may from time to time establish and maintain a Rate Stabilization Reserve in any one or more of the Electric System Fund, the Wastewater System Fund and the Water System Fund for so long as any Senior Lien Obligations remain outstanding and unpaid. The Issuer may at any time deposit to the credit of any Rate Stabilization Reserve any excess Net

Revenues, after making required deposits hereinabove described to the Interest and Sinking Fund and any debt service reserve fund created in accordance with Section 11, and any other money received by the Issuer and available to be used therefor. Funds on deposit in a Rate Stabilization Reserve may be used, at the discretion of the Issuer, for capital additions and improvements to the System or any other lawful purpose, or to enable the Issuer to satisfy its covenant set forth in Section 16(m). All interest or other earnings derived from the investment of money in a Rate Stabilization Reserve shall be credited to that Rate Stabilization Reserve. Money on deposit to the credit of a Rate Stabilization Reserve shall not be included as a revenue for purposes of satisfying the covenant set forth in Section 16(m), unless the Issuer transfers money from the Rate Stabilization Reserve to the System Funds for the sole purpose of enabling the Issuer to be in compliance with its covenant set forth in Section 16(m).

SECTION 13. DEFICIENCIES; EXCESS PLEDGED REVENUES.

(a) Deficiencies. If on any occasion there shall not be sufficient Pledged Revenues (after making all payments pertaining to all Senior Lien Obligations) to make the required deposits and credits to the Interest and Sinking Fund and any debt service reserve fund for Senior Lien Obligations, then such deficiency shall be cured as soon as possible from the next available unallocated Pledged Revenues, and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to such funds.

(b) Excess Pledged Revenues. Subject to making the deposits and credits required by this Ordinance or any ordinances authorizing the issuance of Additional Senior Lien Obligations, or the payments and credits required by the provisions of the ordinances authorizing the issuance of Subordinate Lien Obligations heretofore or hereafter issued by the Issuer, the excess Pledged Revenues may be used for any lawful purpose.

SECTION 14. INVESTMENT OF FUNDS; VALUATION; FUNDS SECURED; TRANSFER OF INVESTMENT INCOME.

(a) Moneys in any fund established or maintained pursuant to this Ordinance may, at the option of the Issuer, be invested in Permitted Investments, provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Moneys in a debt service reserve fund for Senior Lien Obligations shall not be invested in securities maturing later than the final maturity of the Senior Lien Obligations secured by such debt service reserve fund. Such investments shall be valued in terms of current market value as of the last day of each Year, except that direct obligations of the United States (State and Local Government Series) in book-entry form shall be continuously valued at their par or face principal amount. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or any Additional Senior Lien Obligations issued. To the extent not invested, moneys in any fund established pursuant to this Ordinance shall be secured in the manner prescribed by law for securing funds of the Issuer.

(b) All interest and income derived from such investments (other than interest and income derived from amounts credited to the Rate Stabilization Reserves, the Construction Fund or the 2024 Reserve Fund or any other debt service reserve fund created in accordance with Section 11, if the 2024 Reserve Fund or such other debt service reserve fund does not contain the 2024 Required Reserve Amount or the Senior Lien Obligation Reserve Requirement, as the case may be) shall be credited to the System Funds semi-annually and shall constitute Gross Revenues.

SECTION 15. PAYMENT OF SENIOR LIEN OBLIGATIONS. While any of the Senior Lien Obligations are Outstanding, the Issuer shall transfer to the respective paying agent/registrar therefor, from funds on deposit in and credited to the Interest and Sinking Fund, and, if necessary, in the 2024 Reserve Fund with respect to the 2024 Reserve Fund Participants, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Senior Lien Obligations as shall become due on each interest or principal

payment date, or date of redemption of the Senior Lien Obligations; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrar for the Senior Lien Obligations by not later than 11:00 a.m. Central Time on the applicable payment date for the Senior Lien Obligations. The paying agent/registrar shall destroy all paid Senior Lien Obligations and furnish the Issuer with an appropriate certificate of cancellation or destruction.

SECTION 16. ISSUER COVENANTS. The Issuer further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in any ordinance authorizing the issuance of Senior Lien Obligations, including this Ordinance, and in each and every Senior Lien Obligation; it will promptly pay or cause to be paid the principal of and interest on every Senior Lien Obligation on the dates and in the places and manner prescribed in such ordinances and obligations; and it will, at the times and in the manner prescribed, deposit and credit or cause to be deposited and credited the amounts required to be deposited and credited to the Interest and Sinking Fund.

(b) Issuer's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to issue the Bonds; that all action on its part for the issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable special obligations of the Issuer in accordance with their terms.

(c) Title. It has or will obtain lawful title to the lands, buildings, structures and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, for the benefit of the Registered Owners of the Senior Lien Obligations, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Senior Lien Obligations in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Issuer.

(e) Operation of System; No Free Service. It will, while any Senior Lien Obligations are Outstanding, continuously and efficiently operate the System, and shall maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be allowed, and should the Issuer or any of its agencies, instrumentalities, lessors, or concessionaires make use of the services and facilities of the System, payment monthly of the standard retail price of the services provided shall be made by the Issuer or any of its agencies, instrumentalities, lessors, or concessionaires out of funds from sources other than the revenues of the System, unless made from surplus Pledged Revenues as permitted by Section 13(b).

(f) Further Encumbrance. While any Senior Lien Obligations are Outstanding, it will not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Senior Lien Obligations, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this Ordinance; but the right of the Issuer to issue or incur obligations, including Subordinate Lien Obligations, payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) Sale or Disposal of Property. While any Senior Lien Obligations are Outstanding, it will not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or otherwise dispose of, the System, or any significant or substantial part thereof, except as follows:

(1) To the extent permitted by law, the Issuer may sell, exchange or otherwise dispose of at any time and from time to time any property or facilities constituting part of the System only if (i) it shall determine such property or facilities are not useful in the operation of the System, (ii) the proceeds of such sale are $500,000 or less, or it shall have received a certificate of a Designated Financial Officer stating in the opinion of the signer, that the fair market value of the property or facilities exchanged is $500,000 or less, or (iii) if such proceeds or fair market value exceeds $500,000 it shall have received a certificate of a Designated Financial Officer stating, in the opinion of the signer, that the sale or exchange of such property or facilities will not impair the ability of the Issuer to comply during the current or any future year with the provisions of clause (m) of this Section. The proceeds of any such sale or exchange not used to acquire other property necessary or desirable for the safe or efficient operation of the System shall forthwith, at the option of the Issuer (i) be used to redeem or purchase Senior Lien Obligations, (ii) otherwise be used to provide for the payment of Senior Lien Obligations, or (iii) be used for any other lawful purpose; and

(2) To the extent permitted by law, the Issuer may lease or make contracts or grant licenses for the operation of or make arrangements for the use of or grant easements or other rights with respect to, any part of the System, provided that any such lease, contract, license, arrangement, easement or right (i) does not impede the operation by the Issuer of the System and (ii) does not in any manner impair or adversely affect the rights or security of the owners of the Senior Lien Obligations under this Ordinance; and provided, further, that if the depreciated cost of the property to be covered by any such lease, contract, license, arrangement, easement or other right is in excess of $1,000,000, the Issuer shall have received a certificate of a Designated Financial Officer that the action of the Issuer with respect thereto does not result in a breach of the conditions under this clause (2). Any payments received by the Issuer under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the System or any part thereof shall constitute Gross Revenues.

(h) Insurance. (1) The Issuer shall insure such parts of the System as would usually be insured by corporations operating like properties, with responsible insurance companies, or through self-insurance with adequate stop-loss reinsurance, against loss to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, insurance against the perils of fire, extended coverage and flooding and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the Issuer's attorney gives a written opinion to the effect that the Issuer is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the Issuer shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Registered Owners and their agents and representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the Issuer shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Issuer. The proceeds of insurance covering such

property, together with any other funds necessary and available for such purpose, shall be used forthwith by the Issuer for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be deposited in a special and separate trust fund, at a Depository, to be designated the Insurance Account. The Insurance Account shall be held until such time as other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first; provided that the Issuer may, in its discretion, use funds in the Insurance Account for the redemption or purchase of Senior Lien Obligations.

(2) The foregoing provisions of clause (1) above notwithstanding, the Issuer shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the Issuer.

(3) The annual audit hereinafter required may contain a section commenting on whether or not the Issuer has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(i) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the Issuer has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

(j) No Competition. That so far as it legally may, it will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities and, to the extent that it legally may, the Issuer will prohibit any such competing facilities.

(k) Records. It will keep proper books of record and account in which full, true and correct entries will be made of all dealings, activities and transactions relating to the System, the Pledged Revenues, and the funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of a Registered Owner of Senior Lien Obligations; provided, that all books, documents, and vouchers relating to the City's electric system shall be made available for inspection only to the extent required by law, including, without limitation, the provisions of Section 552.133 of the Texas Government Code.

(l) Audits. After the close of each Year while any Senior Lien Obligation is Outstanding, it will cause an audit to be made of the books and accounts relating to the Issuer, including the System and the Pledged Revenues by an Accountant. Such annual audit reports shall be open to the inspection of the Registered Owners of Senior Lien Obligations and their agents and representatives at all reasonable times.

(m) Rate Covenant. It will fix, establish, maintain and collect such rates, charges and fees for the use and availability of the System at all times as are necessary to produce Gross Revenues, together with any other Pledged Revenues, sufficient (1) to pay all current Operating Expenses, and (2) to produce Pledged Revenues for each Year at least equal to 1.00 times the Annual Debt Service Requirements of all then Outstanding Senior Lien Obligations for that Year, and (3) to produce amounts required to pay all other obligations of the System reasonably anticipated to be paid from Pledged Revenues during the current Year.

SECTION 17. ISSUANCE OF ADDITIONAL SENIOR LIEN OBLIGATIONS.

(a) The Issuer shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue and deliver Additional Senior Lien Obligations for any purpose authorized

by law, including for purposes of extending, improving or repairing the System and for the purpose of refunding of any Senior Lien Obligations, Subordinate Lien Obligations or other obligations of the Issuer incurred in connection with the ownership or operation of the System. Such Additional Senior Lien Obligations, if and when authorized, issued and delivered in accordance with this Ordinance and any ordinance hereafter adopted authorizing the issuance or incurrence of Additional Senior Lien Obligation, shall be secured by and made payable equally and ratably on a parity with all other Senior Lien Obligations at the time Outstanding and unpaid, from a first lien on and pledge of the Pledged Revenues herein granted.

(b) The Interest and Sinking Fund shall secure and be used to pay all Senior Lien Obligations. Each ordinance under which Additional Senior Lien Obligations are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing Additional Senior Lien Obligations to be deposited to the credit of the Interest and Sinking Fund, the Issuer shall deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Senior Lien Obligations then being issued, as the same come due.

(c) Additional Senior Lien Obligations shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, series or issue of Additional Senior Lien Obligations shall be issued or delivered unless:

(1) A Designated Financial Officer shall have executed a certificate stating (A) that, to the best of such person's knowledge and belief, the Issuer is not then in default as to any covenant or requirement contained in any ordinance authorizing the issuance of Outstanding Senior Lien Obligations, and (B)(i) payments into all special funds or accounts created and established for the payment and security of all Outstanding Senior Lien Obligations have been made and that the amounts on deposit in such special funds or accounts are the amounts then required to be on deposit therein or (ii) the application of the proceeds of sale of such obligations then being issued will cure any such deficiency; and

(2) A Designated Financial Officer shall have executed a certificate stating that based on the books and records of the Issuer, during either the preceding Year, or any twelve (12) consecutive months out of the fifteen (15) months immediately preceding the month in which the then proposed Additional Senior Lien Obligations are to be issued, the Net Revenues are equal to the lesser of (A) at least 1.25 times the Average Annual Debt Service Requirements, or (B) at least 1.10 times the Maximum Annual Debt Service Requirements, of, in either case, the Senior Lien Obligations to be Outstanding after the issuance of the then proposed Additional Senior Lien Obligations.

(d) If the proceeds of the Additional Senior Lien Obligations are to be used to construct or acquire a Capital Addition, the certificate required by clause (c)(2) above shall not be required, and the following two certificates shall be required:

(1) A Designated Financial Officer shall have executed a certificate stating that based on the books and records of the Issuer, during either the preceding Year, or any twelve (12) consecutive months out of the fifteen (15) months immediately preceding the month in which the then proposed Additional Senior Lien Obligations are to be issued, the Net Revenues are equal to the lesser of (A) at least 1.25 times the Average Annual Debt Service Requirements, or (B) at least 1.10 times the Maximum Annual Debt Service Requirements, of, in either case, the Senior Lien Obligations to be Outstanding at the time of the issuance of the then proposed Additional Senior Lien Obligations (but excluding the Additional Senior Lien Obligations then being issued); and

(2) An Accountant or a Consulting Engineer shall have executed a certificate to the effect that the projected Net Revenues will be, in the person's or its opinion, for each of the five (5) Years subsequent to the date the Capital Addition becomes commercially operative (as estimated in the engineering report pertaining thereto) equal to the lesser of (A) at least 1.25 times the Average Annual Debt Service Requirements, or (B) at least 1.10 the Maximum Annual Debt Service Requirements, of, in either case, Senior Lien Obligations then Outstanding and all Additional Senior Lien Obligations then estimated to be issued, if any, for all improvements to the System and for all Capital Additions then in progress or then being initiated during the period from the date the first series of obligations for the Capital Addition is to be delivered through the fifth Year subsequent to the date the Capital Addition is estimated to become commercially operative.

(e) Payments to be made under a Credit Agreement may be treated as a payment in respect of a Senior Lien Obligation and secured by Pledged Revenues if the City Council makes a finding in the ordinance authorizing the execution and delivery of a Credit Agreement as a Senior Lien Obligation that, based upon the findings contained in a certificate executed and delivered by a Designated Financial Officer, the Issuer will have sufficient funds to meet the financial obligations of the System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the System and the financial obligations of the Issuer relating to the System after giving effect to the treatment of the Credit Agreement as a Senior Lien Obligation. The payment obligations incurred by the Issuer under a Credit Agreement shall not be treated as a Senior Lien Obligation unless the form of such Credit Agreement is approved by ordinance or resolution adopted by the City Council.

(f) In making a determination of Net Revenues for any of the purposes described in this Section, the Designated Financial Officer, Accountant or Consulting Engineer may take into consideration a change in the rates and charges for services and facilities afforded by the System that has been adopted by the Issuer or became effective at least sixty (60) days prior to the issuance date of the Additional Senior Lien Obligations and, for purposes of satisfying the Net Revenues tests described above, make a pro forma determination of the Net Revenues of the System for the period of time covered by said Designated Financial Officer's, Accountant's or Consulting Engineer's certification or opinion based on such change in rates and charges being in effect for the entire period covered by said Designated Financial Officer's, Accountant's or Consulting Engineer's certificate or opinion.

(g) Senior Lien Obligations may be refunded (pursuant to any law then available) upon such terms and conditions as the Issuer may deem to be in the best interest of the Issuer and its inhabitants, and if less than all such Outstanding Senior Lien Obligations are refunded, the proposed refunding bonds shall be considered as "Additional Senior Lien Obligations" under the provisions of this Section and the certificate required in clause (c)(2) shall give effect to the issuance of the proposed refunding bonds (and shall not give effect to the bonds being refunded following their cancellation or provision being made for their payment).

(h) All calculations of Average Annual Debt Service Requirements and Maximum Annual Debt Service Requirements made pursuant to this Section shall be made as of and from the date of the Additional Senior Lien Obligations then proposed to be issued.

SECTION 18. [RESERVED].

SECTION 19. NO ISSUANCE OF OBLIGATIONS SENIOR TO THE SENIOR LIEN OBLIGATIONS. The Issuer covenants and agrees that it will not issue any obligations payable from and secured, in whole or in part, by a lien on and pledge of the Pledged Revenues, senior in rank and dignity to the lien on and pledge of such Pledged Revenues securing the payment of the Senior Lien Obligations, it being the intent of the Issuer that upon the issuance of the Bonds, the Issuer will finance improvements and extensions of the System and refinance revenue obligations issued for the purpose of improving and extending

the System with Senior Lien Obligations, Subordinate Lien Obligations or other obligations not issued on a parity with Senior Lien Obligations.

SECTION 20. ISSUANCE OF SUBORDINATE OBLIGATIONS. The Issuer hereby reserves the right to issue, at any time, obligations including, but not limited to, Subordinate Lien Obligations, payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Pledged Revenues, subordinate and inferior in rank and dignity to the lien on and pledge of such Pledged Revenues securing the payment of the Senior Lien Obligations, as may be authorized by the laws of the State of Texas.

SECTION 21. ISSUANCE OF SPECIAL PROJECT BONDS. Nothing in this Ordinance shall be construed to deny the Issuer the right and it shall retain, and hereby reserves unto itself, the right to issue Special Project Bonds secured by liens on and pledges of revenues and proceeds derived from Special Projects.

SECTION 22. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "*Defeased Bond*") within the meaning of this Ordinance, except to the extent provided in subsection (c) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "*Future Escrow Agreement*") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the funds created and the revenues herein pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the escrow agent under a Future Escrow Agreement may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

SECTION 23. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any Outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section 23 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) for Bonds issued in conversion and exchange for other Bonds.

SECTION 24. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS.

(a) The Mayor of the Issuer and each Designated Financial Officer are hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings

pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser.

SECTION 25. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as

defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("*Treasury Regulations*"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or Designated Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

SECTION 26. TEXAS WATER DEVELOPMENT BOARD. The provisions of this Section shall apply so long as the Bonds, or any of them, are owned by the TWDB, unless waived by the TWDB or otherwise amended with the written consent of the TWDB.

(a) Covenant to Abide with Rules and Regulations. The Issuer will abide with all applicable federal laws, rules and regulations, laws of the State of Texas and rules and regulations of the TWDB relating to the loan of funds evidenced by the Bonds and the Project.

(b) Annual Audit Reporting. The Issuer shall have an annual audit prepared in accordance with generally accepted accounting practices and shall provide to the Executive Administrator of the TWDB, without the necessity of a written request therefor and without charge, a copy of the annual audit report within 180 days of the close of each Year. In addition, monthly operating statements for the System shall be maintained by the Issuer and made available, on request, to the TWDB as long as the State of Texas owns any of the Bonds, and the monthly operating statement shall be in such detail as requested by the Development Fund Manager of the TWDB until this requirement is waived thereby. The Issuer covenants that proceeds of the Bonds shall remain separate and distinct from other sources of funding from the date of the TWDB commitment through costing and final disbursement.

(c) Final Accounting. Upon completion of the Project, the Issuer shall render a final accounting of the cost of the Project to the TWDB, together with a copy of "as built" plans of such improvements and extensions upon completion. If the total cost of the Project, as finally completed, is less than originally estimated, so that the proper share of the participation by the TWDB in the Project is reduced, any surplus proceeds from the Bonds remaining after completion of the Project shall be used for the following purposes as approved by the Executive Administrator: (1) deposit into the Interest and Sinking Fund or other debt service account for the payment of interest or principal on the Bonds owned by the TWDB; or (2) eligible project costs as authorized by the Executive Administrator.

(d) Defeasance. Should the Issuer exercise its right hereunder to effect the defeasance of the Bonds, the Issuer agrees that it will provide the TWDB with written notice of any such defeasance.

(e) Prohibition on Use of Proceeds. The Issuer covenants and agrees that none of the proceeds of the Bonds will be expended on costs incurred or to be incurred relating to the sampling, testing, removing or disposing of potentially contaminated soils and/or media at the project site.

(f) Indemnification. The Issuer further agrees, to the extent permitted by law, to indemnify, hold harmless and protect the TWDB from any and all claims or causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(g) Environmental Determination. In connection with the Project, the Issuer agrees to implement any environmental determination issued by the Executive Administrator of the TWDB to satisfy the environmental review requirements set forth in 31 Texas Administrative Code 371.

(h) Insurance. The Issuer agrees to maintain casualty and other insurance on the Issuer's waterworks system of a kind and in an amount customarily carried by municipal corporations owning and operating similar properties and in an amount sufficient to protect the interests of the TWDB in the Project.

(i) Water Conservation Program. The Issuer and adopted and implemented or will adopt and implement an approved water conservation program in accordance with 31 TAC 363.42.

(j) No Purchase of TWDB Bonds. The Issuer agrees that it, nor any related party to the Issuer, will not purchase, as an investment or otherwise, bonds issued by the TWDB including, without limitation, bonds issued by the TWDB, the proceeds of which were used by the TWDB to purchase the Bonds.

(k) Compliance with Federal Contracting Law. The Issuer acknowledges that it has a legal obligation to comply with any applicable requirements of federal law relating to contracting with disadvantaged business enterprises.

(l) Compliance with State Contracting Law. The Issuer acknowledges that it has a legal obligation to comply with any applicable requirements of State law relating to contracting with historically underutilized businesses, and will report to TWDB the amount of Project Funds, if any, used to compensate historically underutilized businesses, in accordance with 31 TAC Sec. 363.1312.

(m) Assumption of Bonds. The Issuer agrees that, prior to any action by the Issuer to convey its obligations with respect to Bonds owned by the TWDB to another entity, the conveyance and assumption of such Bonds must be approved by the TWDB.

(n) Compliance with Requirements Regarding Use of Iron and Steel Products. The Issuer will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code, Section 17.183.

(o) Exercise of Remedies. The TWDB may exercise all remedies available to it in law or in equity, and any provision of this Ordinance or of the Bonds that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

SECTION 27. SALE OF BONDS; USE OF PROCEEDS; FURTHER PROCEDURES.

(a) Sale of Bonds. The Bonds are sold to the TWDB for the price of par. The Bonds have been purchased by the TWDB pursuant to TWDB's Resolution No. 24-048, adopted on July 23, 2024. The Private

Placement Memorandum prepared in connection with the sale of the Bonds to the TWDB in substantially the form presented at this meeting is approved (the "*Private Placement Memorandum*"). The Issuer has determined, based upon the advice provided by its financial advisors, that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the TWDB or its designee.

(b) Notice from TWDB of Sale of Bonds. It is the intent of the parties to the sale of the Bonds that if TWDB ever determines to sell all or a part of the Bonds, it shall notify the Issuer at least 60 days prior to the sale of the Bonds of the decision to so sell the Bonds.

(c) Proceeds. The proceeds from the sale of the Bonds shall be disbursed in the manner described in the letter of instructions executed by the Issuer, or on behalf of the Issuer by its financial advisor.

(d) Payment by Wire Transfer. Payment of amounts due and owing on the Bonds to the TWDB shall be made by wire transfer, at no expense to the TWDB, as provided in the FORM OF BOND.

(d) Further Procedures. The Mayor and Mayor Pro Tem, the City Manager, the Chief Financial Officer and City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds, and the Private Placement Memorandum. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 28. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then Outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or council members of the Issuer.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

SECTION 29. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data (the "*Annual Operating Report*") with respect to the Issuer of the general type included in its annual financial statements. The Issuer will additionally provide financial statements of the Issuer (the "*Financial Statements*"), that will be (i) prepared in accordance with the accounting principles described in the notes to the Issuer's fiscal year 2024 audited financial statements or such other accounting principles as the Issuer may be required to employ from time to time pursuant to State law or regulation and (ii) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating

Report within six months after the end of each Year and the Financial Statements within 12 months of the end of each Year, in each case beginning with the Year ending in and after 2025. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such Year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable Year, when and if the audit report on such Financial Statements becomes available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;

2. Modifications to rights of Registered Owners;

3. Bond calls;

4. Release, substitution, or sale of property securing repayment of the Bonds;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

6. Appointment of a successor or additional trustee or the change of name of a trustee; and

7. Incurrence of a Financial Obligation of the Issuer or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of an obligated person; and

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be Outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 30. METHOD OF AMENDMENT.

(a) The Registered Owners of Senior Lien Obligations of a majority of the aggregate principal amount of then Outstanding Senior Lien Obligations thereby affected (for purposes of this sentence only, 100% of the aggregate principal amount of Senior Lien Obligations which are insured by a bond insurance provider at the time that the Issuer seeks approval of an amendment shall be deemed to be owned by such bond insurance provider) shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owners of all of the Senior Lien Obligations at the time Outstanding thereby affected, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Senior Lien Obligations so as to:

(1) Make any change in the maturity of any of the Outstanding Senior Lien Obligations;

(2) Reduce the rate of interest borne by any of the Outstanding Senior Lien Obligations;

(3) Reduce the amount of the principal payable on the Outstanding Senior Lien Obligations;

(4) Modify the terms of payment of principal of or interest on the Outstanding Senior Lien Obligations or impose any conditions with respect to such payment;

(5) Affect the rights of the Registered Owners of less than all of the Senior Lien Obligations then Outstanding;

(6) Change the minimum percentage of the principal amount of Senior Lien Obligations necessary for consent to such amendment; or

(7) Amend this subsection (a) of this Section.

(b) If at any time the Issuer shall desire to amend the Ordinance under this Section, the Issuer shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, once during each calendar week for at least two (2) successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all Registered Owners of Senior Lien Obligations. Such publication is not required, however, if notice in writing is given to each Registered Owner of Senior Lien Obligations.

(c) Whenever at any time the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in the aggregate principal amount of all Senior Lien Obligations then Outstanding thereby affected, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the Issuer and all the Registered Owners of then Outstanding Senior Lien Obligations and all future Senior Lien Obligations shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the Registered Owner of a Senior Lien Obligation pursuant to the provisions of this Section shall be irrevocable for a period of twelve (12) months from the date of the first publication of the notice or other service of written notice provided for in this Section, and shall be conclusive and binding upon all future Registered Owners of the same Senior Lien Obligation during such period. Such consent may be revoked at any time after twelve (12) months from the date of the first publication of such notice or other service of written notice by the Registered Owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the Issuer, but such revocation shall not be effective if the Registered Owners of a majority in aggregate principal amount of the then Outstanding Senior Lien Obligations as in this Section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) The fact of the owning of Senior Lien Obligations issued in registered form without coupons and the amounts and numbers of such Senior Lien Obligations and the date of their holding same shall be proved by the Registration Books of the Paying Agent/Registrar. The Issuer may conclusively assume that such ownership continues until such ownership is changed on the Registration Books. For purposes of this Section, the notional amount attributable to a Credit Agreement that is treated as a Senior Lien Obligation shall be deemed to be the principal amount of such Senior Lien Obligation.

(g) The foregoing provisions of this Section notwithstanding, the Issuer by action of the City Council may amend this Ordinance without the consent or approval of any Registered Owners of Senior Lien Obligations for any one or more of the following purposes:

(1) To add to the covenants and agreements of the Issuer in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to Registered

Owners or to surrender, restrict or limit any right or power herein reserved to or conferred upon the Issuer;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, including, without limitation, those matters described in Section 29(d)(v), or those matters necessary to obtain a rating on the Bonds or to obtain the approving opinion of the Attorney General of Texas as required by law, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the Registered Owners of the Senior Lien Obligations;

(3) To make such changes, modifications and amendments as may be necessary or desirable, which shall not adversely affect the interests of the Registered Owners of Outstanding Senior Lien Obligations, in order to obtain or maintain a Credit Agreement or a Credit Facility;

(4) To modify any of the provisions of this Ordinance in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Senior Lien Obligations Outstanding at the date of the adoption of such modification shall cease to be Outstanding, and (ii) such modification shall be specifically referred to in the text of all Senior Lien Obligations issued after the date of the adoption of such modification.

(h) The foregoing provisions of this Section notwithstanding, so long as the TWDB is the Registered Owner or beneficial owner of any of the Bonds, the provisions of Section 30 may be waived by, or amended with the consent of, the TWDB without the approval or consent of any other Registered Owner or beneficial owner of the Bonds.

SECTION 31. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.

(a) Construction Fund. The Issuer heretofore has and hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "City of Denton, Texas Utility System Revenue Bond 2025 Construction Fund" (the "*Construction Fund*") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be used for the purposes specified in Section 26(c).

(b) Investment of Construction Fund. The Issuer may place proceeds of the Bonds (including investment earnings thereon) in Permitted Investments; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

SECTION 32. ESCROW AGREEMENT AND ESCROW FUND .

(a) Escrow Fund. The Escrow Agreement between the Issuer and the escrow agent named therein (the "*Escrow Agent*") substantially in the form and content presented at this meeting, specifying the duties and responsibilities of the Issuer and the Escrow Agent, and creating the escrow fund ("the "*Escrow Fund*"), is hereby approved and the Mayor of the Issuer or a Designated Financial Officer is hereby authorized and directed to execute the Escrow Agreement on behalf of the Issuer. The Escrow Agent named in the Escrow Agreement is hereby appointed as the Escrow Agent pursuant to such Escrow Agreement.

(b) Deposits to Escrow Fund. On the closing date for the Bonds, the Issuer shall cause the proceeds from the sale of the Bonds to be deposited into the Escrow Fund or, if agreed to by the TWDB, all or a portion

of the proceeds of the Bonds may be deposited into the Construction Fund or as otherwise directed by the Issuer and the TWDB.

(c) Disbursements from Escrow Fund. Funds shall not be released from the Escrow Fund without written approval by the Executive Administrator of the TWDB. Except as provided in Section 27(c) and Section 26(c), moneys disbursed from the Escrow Fund shall be credit to the Construction Fund created by Section 31 and shall be applied only for the payment of costs of the Project.

(d) Investment and Security for Escrow Fund. The security for, and the investment of, funds on deposit in the Escrow Fund shall be governed by the provisions of the Escrow Agreement.

SECTION 33. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 34. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Bond.

SECTION 35. RULES OF CONSTRUCTION. That for all purposes of this Ordinance, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Ordinance. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the Issuer and any future amendments thereto or successor provisions thereof. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of Amortization Installments (if any). Any reference to "FORM OF BOND" shall refer to the form of the Bonds set forth in Section 5. The calculation of Average Annual Debt Service Requirements as may be required by this Ordinance shall be made at the beginning of each Year and shall be the sum of the Annual Debt Service Requirements due for the current and each subsequent Year in which the Senior Lien Obligations are outstanding divided by the number of such Years, or partial Years, if applicable. The words "owner" and "holder" and "bondholder", as used in this Ordinance, shall mean the registered or beneficial owner of a Bond.

SECTION 36. OPEN MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SECTION 37. IMMEDIATE EFFECTIVE DATE. This Ordinance shall take effect and be in force immediately upon and after its adoption by the City Council in accordance with the provisions of Section 1201.028, Texas Government Code, and it is accordingly so resolved.

The motion to approve this Ordinance was made by _____ and seconded by _____.

This Ordinance was passed and approved by the following vote [__ – __]:

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

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PASSED, APPROVED AND EFFECTIVE this the 21st day of October, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

_____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Susan Keller Digitally signed by Susan Keller
Date: 2025.10.14 22:22:14 -05'00'

_____



FY
2025-2026

Utility System Revenue Bond Ordinance

Texas Water Development Board

CITY OF DENTON

October 21, 2025 ID 25-1676

Bond Proceeds Project

Ray Roberts Water Treatment Plant Expansion

- Increase treatment capacity by additional 20 MGD
- Increase space reserved for additional 30 MGD treatment capacity in the future
- Total new treatment capacity 50 MGD
- Final combined treatment capacity 70 MGD
- Will be financed with bonds sold over 5 years

Utility Revenue Bond Sale

2nd Issuance $11,235,000

Financing Structure:

- 30 years term
- Reduced interest rate through TWDB
- 3.8% borrowing cost
- Approximately $2.3 million in savings vs public market

Next Steps

- **December 3, 2025**
  - ❑ Close and delivery of funds

Questions


CAMPUS
LAURA & CINDY
Downtown Square
DCTA Transit Center
Development Services

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: October 21, 2025

SUBJECT

Consider approval of a resolution of the City of Denton appointing a member to the Development Code Review Committee.

BACKGROUND

Members of the City Council serve on designated standing committees and other internal/external boards that provide policy guidance and direction to staff. Some are established by City Council resolution/ordinance, while external boards have their own regulations as to the membership composition and appointing authority.

The Development Code Review Committee is a body whose purpose is to review and make recommendations to the Planning and Zoning Commission and the City Council regarding proposed Denton Development Code amendments. The Committee consists of three Council members and three members of the Planning and Zoning Commission. Council Members Beck and Jester and Mayor Pro Tem Rumohr were appointed on July 15, 2025 to fill the Council Member vacancies with terms beginning September 1, 2025 and ending August 31, 2027.

Council Member Jill Jester submitted her resignation to the Committee Chair on September 26, 2025 creating a vacancy to be filled by a Council Member. Through Internal Staff Report No. 26-003 provided as part of the October 3, 2025, Friday Report, Council members were asked to identify and submit nominees to fill this vacancy for an unexpired term beginning September 1, 2025 and ending August 31, 2027.

To date, one nomination has been received for Council Member Vicki Byrd.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Proposed Resolution
Exhibit 3 - Presentation

Respectfully submitted:

Ingrid Rex
Interim City Secretary

RESOLUTION NO. 25-1896

A RESOLUTION OF THE CITY OF DENTON APPOINTING ONE MEMBER TO THE DEVELOPMENT CODE REVIEW COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following each election cycle and periodically as needed the City Secretary informs the Council of vacancies on Boards, Commissions, and Committees; and

WHEREAS, the Development Code Review Committee is charged with reviewing and making recommendations regarding the Denton Development Code; and

WHEREAS, the Development Code Review Committee consists of three (3) City Council Members and three (3) Planning and Zoning Commission members; and

WHEREAS, the Development Code Review Committee has one position open for appointment that must be filled by a City Council Member: NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 2. Council Member _____ is appointed to serve on the Development Code Review Committee for the term ending August 31, 2027.

SECTION 3. This resolution shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Background

- The Development Code Review Committee reviews and makes recommendations to the Planning and Zoning Commission and the City Council regarding proposed Denton Development Code amendments. The Committee consists of three Council members and three members of the Planning and Zoning Commission.
- Mayor Pro Tem Rumohr and Council Members Beck and Jester were appointed on July 15, 2025 with terms beginning September 1, 2025 and ending August 31, 2027.

Appointment to fill the vacancy

- With Council Member Jester's resignation on September 26, 2025, a vacancy exists for an unexpired term ending August 31, 2027.
- Through ISR 26-002 on October 3, 2025, Council were asked to submit nominations. One nomination has been received for Council Member Byrd.
- Council to appoint a nominee to fill this vacancy.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: October 21, 2025

SUBJECT

Consider approval of a resolution of the City of Denton appointing a Primary Representative and an Alternate Representative to the Board of Directors of the Denton County Transportation Authority; and providing an effective date.

BACKGROUND

The Denton County Transportation Authority (DCTA) is governed by a five-member Board of Directors appointed by respective entities from Denton County and the cities of Denton, Highland Village, and Lewisville serving two-year terms. Board meetings are held every fourth Thursday of each month.

On June 27, 2023, Council adopted Resolution 23-1362 reappointing Council Member Alison Maguire as the Primary Representative to the Denton County Transportation Authority (DCTA) Board of Directors for the term ending on November 12, 2025; and reappointing Patrick Smith as the Alternate Representative to the Denton County Transportation Authority Board of Directors for the term ending on November 12, 2025.

Both Ms. Alison Maguire and Mr. Patrick Smith have served continuously as the City of Denton's Primary and Alternate Representatives respectively since October 19, 2021. Ms. Maguire no longer wishes to serve on the DCTA Board. Mr. Patrick Smith would like to continue serving on the DCTA Board as a representative of the City of Denton.

NOMINATIONS

Council Members were asked to submit nominations for City of Denton representatives to the DCTA Board by ISR 26-002 on October 3, 2025. To date, two nominations have been received:

- Mayor Pro Tem Suzi Rumohr; and
- Mr. Patrick Smith.

APPOINTMENTS

Council Members must appoint a Primary Representative and an Alternate Representative, both with terms beginning 13 November 2025 and ending 12 November 2027.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Proposed Resolution
Exhibit 3 - Presentation

Respectfully submitted:
Ingrid Rex
Interim City Secretary

RESOLUTION NO. 25-1948

A RESOLUTION OF THE CITY OF DENTON APPOINTING A PRIMARY REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 460.201 of the Texas Transportation Code sets the term of a Board of Director member at two years and authorizes the governing body of the City of Denton to appoint one board member to the Board of Directors of the Denton County Transportation Authority (the "Authority Board") to fill the vacancy in the same manner as the original appointment of the interim executive committee under Section 460.054(b)(1); and

WHEREAS, the City Council deems it in the public interest to appoint _____ as the primary representative for the City of Denton to the Authority Board to serve the term to begin November 13, 2025 and to expire on November 12, 2027; and to appoint _____ as the alternate representative for the City of Denton to the Authority Board to serve the term to begin November 13, 2025 and to expire on November 12, 2027; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The findings and recitations contained in the preamble of this Resolution are incorporated herein by reference.

SECTION 2. _____ is hereby appointed as the primary representative to the Authority Board for the City of Denton, to serve in such capacity for the term to begin November 13, 2025 and to expire on November 12, 2027. This person is qualified to serve on the Authority Board as having professional experience in the field of transportation, business, government, engineering, or law.

SECTION 3. _____ is hereby appointed as the alternate representative to the Authority Board to serve in such capacity for the term to begin November 13, 2025 and to expire November 12, 2027. This person is qualified to serve on the Authority Board as having professional experience in the field of transportation, business, government, engineering, or law.

SECTION 4. The City Manager, or designee, is authorized to send a certified copy of this Resolution to appropriate officials of the Denton County Transportation Authority.

SECTION 5. All previous and order, or parts of resolutions or orders, in force when the provision of this Resolution become effective which are inconsistent or in conflict or in conflict with the terms or provision contained in this Resolution are hereby repealed to the extent of any such conflict.

SECTION 6. This Resolution shall become effective immediately upon its passage and approval.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

Denton County Transportation Authority (DCTA)

Appointing Authority:

- City Council

Positions to be filled:

- Primary Representative, 2-year term, voting member
- Alternate Representative, stands in for Primary if absent, 2-year term
- Both terms commence 11/13/2025 through 11/12/2027
- No limit to consecutive terms served

Denton County Transportation Authority (DCTA)

Representatives:

- Must have professional experience in the field of transportation, business, government, engineering, or law; and reside in the DCTA territory
- Current Primary Rep. Alison Maguire does not wish to serve again
- Current Alternate Rep. Patrick Smith would like to continue serving

Council Nominations received:

- Mayor Pro Tem Suzi Rumohr
- Patrick Smith

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **City Manager's Office**

CM/DCM/ACM: **Sara Hensley**

DATE: **October 21, 2025**

SUBJECT

Consider approval of a resolution of the City of Denton, Texas, recognizing June as Denton LGBTQ+ Pride Month, and providing an effective date.

BACKGROUND

On June 17, Council Member Beck presented a two-minute pitch to consider a drafted resolution recognizing the month of June as "Denton LGBTQIA2S+ Pride Month" in the City of Denton. Council provided direction to move forward with the pitch process. On July 18, an ISR was published in the Friday Report, and the presenting Council Member requested that it be considered by the Agenda Committee. On August 4, the Agenda Committee routed the pitch to a Council Work Session for consideration.

On September 16, Council provided direction to bring forward the proposed resolution with the following revisions:

- Shorten all references to "LGBTQIA2S+" to "LGBTQ+".
- Remove the Whereas statement referring to the 2025 Charter Election and the replacement of gendered language with non-gendered language in the City Charter.
- Remove the Whereas statement referring to undesirable public behavior in Texas in relation to the LGBTQ+ community.

EXHIBITS

1. Agenda Information Sheet
2. Informal Staff Report
3. Proposed Resolution
4. Presentation

Respectfully submitted:
Kristi Fogle
Chief of Staff

July 18, 2025 Report No. 2025-060

INFORMAL STAFF REPORT
TO MAYOR AND CITY COUNCIL

SUBJECT:
Resolution recognizing the month of June as "Denton LGBTQIA2S+ Pride Month" in the City of Denton.

BACKGROUND:
On June 17, Council Member Beck presented a two-minute pitch to consider a resolution recognizing the month of June as "Denton LGBTQIA2S+ Pride Month" in the City of Denton. The Council did not reach the necessary consensus of six Council Members to place the proposal on a future agenda as a resolution; however, a consensus of four Council Members provided support for moving the pitch forward.

DISCUSSION:
The Council's Two-Minute Pitch Policy (24-1725) directs staff to respond to all requests where a consensus of at least four Council Members is established with an Informal Staff Report (ISR) and/or Legal Status Report (LSR) that outlines the estimated cost and timeline of implementation, and a determination of the strategic alignment of the request.

The pitch, as presented, would not have a significant financial impact on the City. Should the requesting Council Member forward the pitch to the Agenda Committee, the Committee is scheduled to meet on August 7. Given that the pitch does not have any budgetary implications, and staff has not identified an appropriate committee to consider the pitch, staff would likely recommend to the Agenda Committee to schedule the pitch for a Work Session.

For scheduling purposes, the earliest the pitch could be scheduled for a Work Session would be September 16. Following the Work Session, and with Council direction, a resolution could be placed on a Council agenda in late September or early October.

CONCLUSION:
Upon receipt of the Informal Staff Report, Council Member Beck may indicate if the information provided satisfies his request. Should the request not be satisfied, the item will be considered by the Agenda Committee for placement on a future Work Session agenda or routing through an appropriate board, commission, or committee.

ATTACHMENTS:
1. Proposed Resolution (drafted by the requesting Council Member)

STAFF CONTACT:
Kristi Fogle
Chief of Staff
Kristi.Fogle@cityofdenton.com
(940) 349-8565

REQUESTOR: Council Member Beck
STAFF TIME TO COMPLETE REPORT: 2 hours
PARTICIPATING DEPARTMENTS: City Manager's Office

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON, TEXAS, RECOGNIZING JUNE AS DENTON LGBTQIA2S+ PRIDE MONTH, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, June is the recognized anniversary of the Stonewall uprising in New York, the beginning of the modern Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, Two-Spirit plus (LGBTQIA2S+) liberation movement celebrating their tireless efforts of pursuing equality for all; and

WHEREAS, the City of Denton has historically celebrated and recognized Pride Month and sought to continue fostering and improving its Human Rights Campaign Municipal Equality Index Rating, making Denton a city where LGBTQIA2S+ individuals and families will continue to want to live, love, work, play, and grow in happiness and equality;

WHEREAS, the first of Denton's 5 Core Values is "Inclusion," for "creating an environment where individuals and groups are valued, respected, and supported;" and

WHEREAS, the City of Denton passed a non-discrimination ordinance in March 2022 prohibiting discrimination in housing, employment, and public accommodations based on protected classes including sex, sexual orientation, and gender identity; and

WHEREAS, in May 2025, Denton residents voted in a Special Charter Amendment Election to replace all instances of gendered language with non-gendered language in the City Charter, demonstrating our commitment as a community to gender diversity and equality; and

WHEREAS, undesirable and on-going public behavior in Texas continues to threaten the health, safety, and rights of Denton's transgender community and run counter to Denton's values as an inclusive and LGBTQIA2S+ welcoming city; and

WHEREAS, celebrating Pride Month raises awareness and provides support and advocacy for the LGBTQIA2S+ community, and is an opportunity to become educated, engage in dialogue, strengthen alliances and build understanding,

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

SECTION 1. The recitals in the preamble of this Resolution are incorporated into the body of this Resolution as if set forth fully herein.

SECTION 2. The City Council of the City of Denton find it in the best interest of the City of Denton, city employees, and city residents, to recognize the month of June as "Denton LGBTQIA2S+ Pride Month" in the City of Denton and encourage all city residents to celebrate the work and contributions of the LGBTQIA2S+ members of our community and re-commit to

advocating for and building a culture of inclusiveness and acceptance – during this month and every month..

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this resolution was made by _____and seconded by _____ , and the resolution was passed and approved by the following vote [____ - ____]

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON, TEXAS, RECOGNIZING JUNE AS DENTON LGBTQ+ PRIDE MONTH, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, June is the recognized anniversary of the Stonewall uprising in New York, the beginning of the modern Lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) liberation movement celebrating their tireless efforts of pursuing equality for all; and

WHEREAS, the City of Denton has historically celebrated and recognized Pride Month and sought to continue fostering and improving its Human Rights Campaign Municipal Equality Index Rating, making Denton a city where LGBTQ+ individuals and families will continue to want to live, love, work, play, and grow in happiness and equality; and

WHEREAS, the first of Denton's 5 Core Values is "Inclusion," for "creating an environment where individuals and groups are valued, respected, and supported;" and

WHEREAS, the City of Denton passed a non-discrimination ordinance in March 2022 prohibiting discrimination in housing, employment, and public accommodations based on protected classes including sex, sexual orientation, and gender identity; and

WHEREAS, celebrating Pride Month raises awareness and provides support and advocacy for the LGBTQ+ community, and is an opportunity to become educated, engage in dialogue, strengthen alliances and build understanding, NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitals in the preamble of this Resolution are incorporated into the body of this Resolution as if set forth fully herein.

SECTION 2. The City Council of the City of Denton find it in the best interest of the City of Denton, city employees, and city residents, to recognize the month of June as "Denton LGBTQ+ Pride Month" in the City of Denton and encourage all city residents to celebrate the work and contributions of the LGBTQ+ members of our community and recommit to advocating for and building a culture of inclusiveness and acceptance – during this month and every month.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this resolution was made by _____and seconded by _____ , and the resolution was passed and approved by the following vote [____ - ____]

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____



Resolution Recognizing June as “Denton LGBTQ+ Pride Month”

Item# 25-1869, October 21, 2025

Background

- On June 17, Council Member Beck presented a two-minute pitch to consider a drafted resolution recognizing the month of June as “Denton LGBTQIA2S+ Pride Month” in the City of Denton. Council provided direction to move forward with the pitch process.
- On July 18, an ISR was published in the Friday Report.
- On August 4, the Agenda Committee routed the pitch to a Council Work Session for consideration.
- On September 16, Council provided direction to move forward with consideration of a resolution.

September 16 Council Direction

- Council's direction on September 16 included making the following revisions to the resolution as proposed:
  - Shorten all references to "LGBTQIA2S+" to "LGBTQ+".
  - Remove the Whereas statement referring to the 2025 Charter Election and the replacement of gendered language with non-gendered language in the City Charter.
  - Remove the Whereas statement referring to undesirable public behavior in Texas in relation to the LGBTQ+ community.

Council Consideration

- The resolution submitted to Council today includes the revisions directed by Council on September 16.