City of Denton

Meeting Agenda

City Council

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

Tuesday, September 16, 2025 **2:00 PM** **Council Work Session Room & Council Chambers**

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

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

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

REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL

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

Open Microphone:

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

Comments on Agenda Items:

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

Public Hearing Items:

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

Individuals may participate by using one of the following methods:

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

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

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

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

3. eComment:

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

After determining that a quorum is present, the City Council of the City of Denton, Texas will convene in a Work Session on Tuesday, September 16, 2025, at 6:30 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 25-470 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 25-363 Receive a report, hold a discussion, and give staff direction regarding the City's Wat er Master Plan.

[Estimated Presentation/Discussion Time: 45 minutes]

Attachments: Exhibit 1: Agenda Information Sheet

Exhibit 2: Presentation

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]

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

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]

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Hotel Occupancy Tax Funding Summary
Exhibit 3 - July 25 Community Partnership Committee Presentation

Following the completion of the Work Session, the City Council will convene in the Regular Meeting in the Council Chambers at 6:30 p.m. 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.

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.

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 25-1519 Proclamation: Denton Fire Department Achievement - ISO Class 1 Rating

B. ID 25-1297 Proclamation: Good Neighbor Day

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

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 25-1641 Ms. Tracy Duckworth regarding homelessness.

B. ID 25-1660 Ms. Vianca Anthony regarding electric bill payments.

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.

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

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

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

Attachments: Exhibit 1 - Citizen Submission

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 – J). 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 25-1555 Consider approval of a resolution of the City of Denton repealing Policy No. 200.01 Barricading City Streets due to updated Texas and National traffic control

standards; and declaring an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2- Resolution
Exhibit 3 - 200.01 Barricading City Streets Policy

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).

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

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.

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

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)

Attachments: Exhibit 1- Agenda Information Sheet Range Creek Agreement
Exhibit 2- Ordinance
Exhibit 3- Agreement
Exhibit 4- TPWD and City of Denton Agreement 2019

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.

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

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.

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

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.

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

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).

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

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).

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

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).

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

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

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - 2025 Notice of Budget Hearing
Exhibit 3 - Presentation

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)

Attachments:
Exhibit 1. Agenda Information Sheet
Exhibit 2. Staff Analysis
Exhibit 3. Spencer Road Industrial AESA Report
Exhibit 4. Ordinance
Exhibit 5. Notifications and Responses
Exhibit 6. Staff Presentation

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).

Attachments:

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Staff Analysis

Exhibit 3 - Future Land Use Map with Proposed Mobility Plan Amendments

Exhibit 4 - Roadway Types

Exhibit 5 - 2022 Mobility Plan

Exhibit 6 - Proposed Mobility Plan

Exhibit 7 - Notification Resposes Map

Exhibit 8 - Ordinance

Exhibit 9 - Presentation

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)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Existing Zoning Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Ordinance 91-101 (PD-142, Hillcrest Center)
Exhibit 7 - PD Development Standards
Exhibit 8 - Fiscal Impact Summary
Exhibit 9 - Notification Map and Sign Posting Affidavit
Exhibit 10 - Draft Ordinance
Exhibit 11 - Presentation

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)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordiance S23-0005b
Exhibit 3 - Extension Request
Exhibit 4 - Draft Ordinance
Exhibit 5 - Presentation

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.

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

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.

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

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Presentation
Exhibit 4 - City Manager's Proposed Budget - August Budget Workshop

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.

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

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.

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

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.

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

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.

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

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.

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

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.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Solid Waste Redline Rate Ordinance
Exhibit 3 - Solid Waste Rate Ordinance

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.

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

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.

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

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.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Fire Fee Schedule Redline Ordinance
Exhibit 3 - Fire Fee Schedule Ordinance

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.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Parks & Recreation Redline Rate Ordinance
Exhibit 3 - Parks & Recreation Redline Schedule of Fees ('Exhibit A')
Exhibit 4 - Parks & Recreation Rate Ordinance

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 September 10, 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.

File #: ID 25-470, **Version:** 1

AGENDA CAPTION

Meeting Questions, Responses & Handouts

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: September 16, 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:

Lauren Thoden
City Secretary

File #: ID 25-363, **Version:** 1

AGENDA CAPTION

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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Water Utilities

ACM: Cassey Ogden

DATE: September 16, 2025

SUBJECT
Receive a report, hold a discussion, and give staff direction regarding the City's Water Master Plan.

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

INFORMATION/BACKGROUND
The Water Master Plan encompasses the entire City, including its extraterritorial jurisdiction, and details the water system expansions needed to responsibly accommodate the City's accelerated growth rate. The plan also provides information that Denton Water Utilities will use to maintain and operate water infrastructure.

Specifically, the Water Master Plan and its underlying water model will serve as the basis for the planning, design, construction, and financing of water infrastructure. The scope of the plan includes,

- Surveying, identification, and mapping of existing water infrastructure.
- Modeling, validation, and calibration of existing water infrastructure.
- Projections of ultimate water flows for the city at build-out, based on the City's Comprehensive Plan; and
- Identification, mapping, cost estimates, and timing of improvements necessary to accommodate ultimate water demands and water flows in compliance with Texas Commission on Environmental Quality regulations.

The City's water distribution system is divided into five major pressure planes. The backbone of the water infrastructure in these pressure planes is primarily comprised of a combination of transmission mains (large pipes) and booster pump stations. Raw water is treated at the Ray Roberts Water Treatment Plant located on Ray Roberts Dam Road in the City of Aubrey, just south of the dam at Ray Roberts Lake, and at the Lake Lewisville Water Treatment Plant located just north of the Spencer Power Station on Spencer Road in the City of Denton. Treated water is sent from the water treatment plants through transmission mains that connect to smaller pipes that distribute the water throughout the City.

RECOMMENDATION
Consider recommending approval of a resolution adopting the City of Denton Water Master Plan; and declaring an effective date.

SUSTAINABILITY MEASURES

The Water Master Plan directly addresses projects required to ensure the long-term sustainability of reliable water service for the City of Denton and water resource sustainability.

ESTIMATED SCHEDULE OF PROJECT

Once adopted, this project is complete.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Presentation

Respectfully submitted:
Stephen Gay, at 940-349-8086
General Manager
Water Utilities and Street Operations

For information concerning this acquisition, contact: Nicholas Dampf, 940-349-8030

Legal point of contact: Christopher Mullins at 940-349-8114.

Water Master Plan Project Update

City of Denton

September 16, 2025
ID 25-363

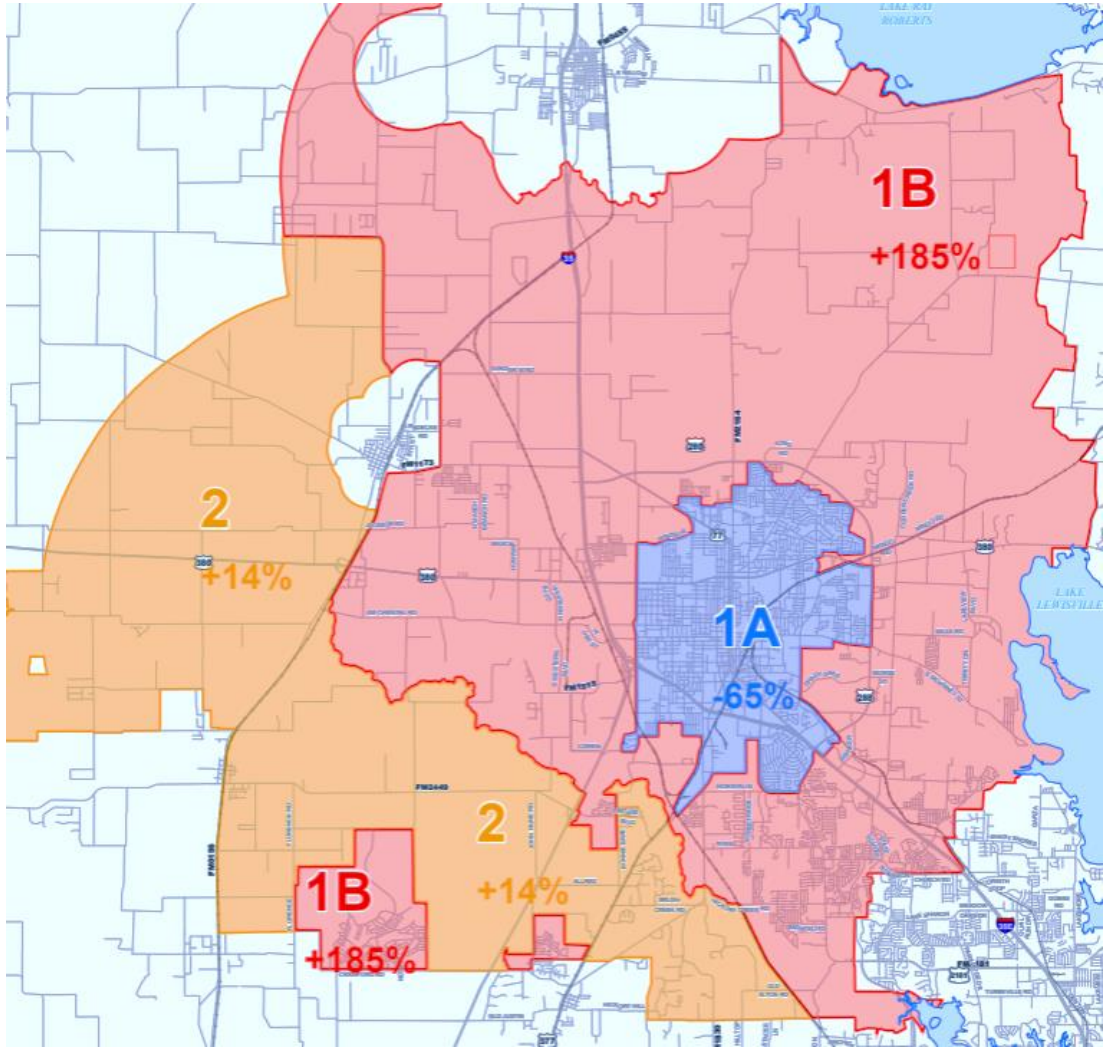
BACKGROUND

- Current Water Master Plan adopted in December 2018
  - Used as a planning tool for Water Utility
    - Details water system expansion needed to accommodate growth
    - Acts as an outline for future water resource needs
  - Includes growth projections and 25-year CIP
  - The Water Master Plan is updated regularly out of necessity
  - 2018 WMP estimated higher infill and lower growth in the outer regions

OBJECTIVE

- Imbalanced growth trends compared to 2018 projections have caused additional needs in:
  - Treatment Capacity
  - Conveyance Infrastructure
- Overall growth rate has exceeded projections, along with pockets of high growth in Western and Northern areas:
  - Initiatives for Industrial land use South of US-380 and West of I-35
  - Hunter and Cole Developments (2020)

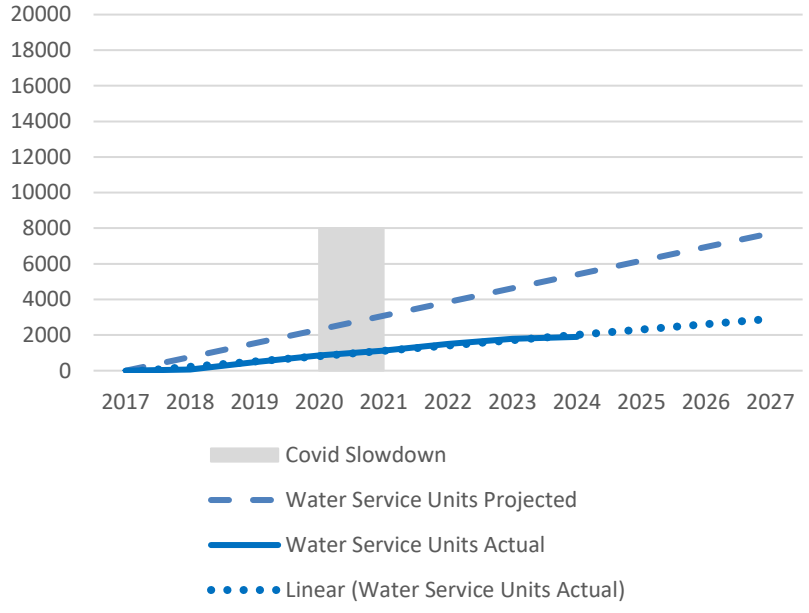
GROWTH TREND HEAT MAP



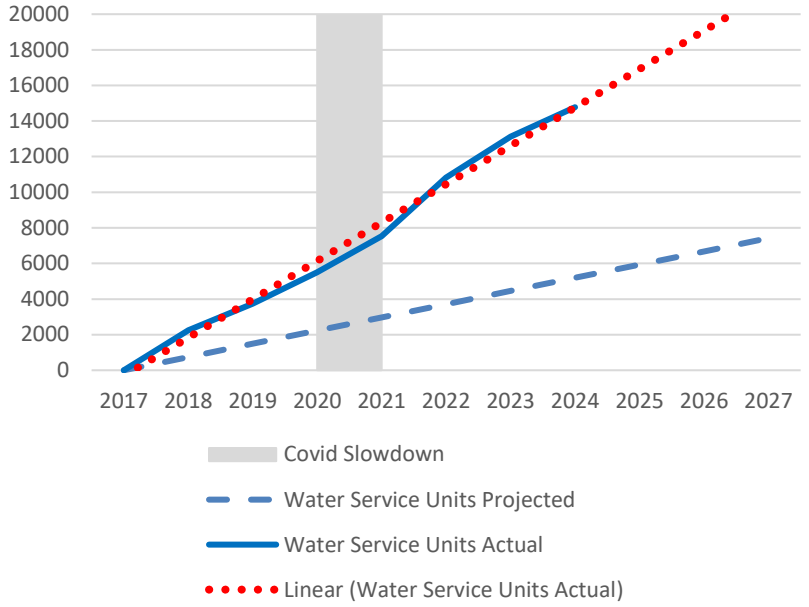
- Development trends between 2018 and today:
  - Infill is occurring more slowly than projected
  - Overall population and growth in the outer regions are occurring much faster than projected
  - Additional treatment capacity & conveyance infrastructure to accommodate the population growth
  - Color Key
    - Below Projections
    - Above Projections
    - Far Above Projections

KEY POINTS

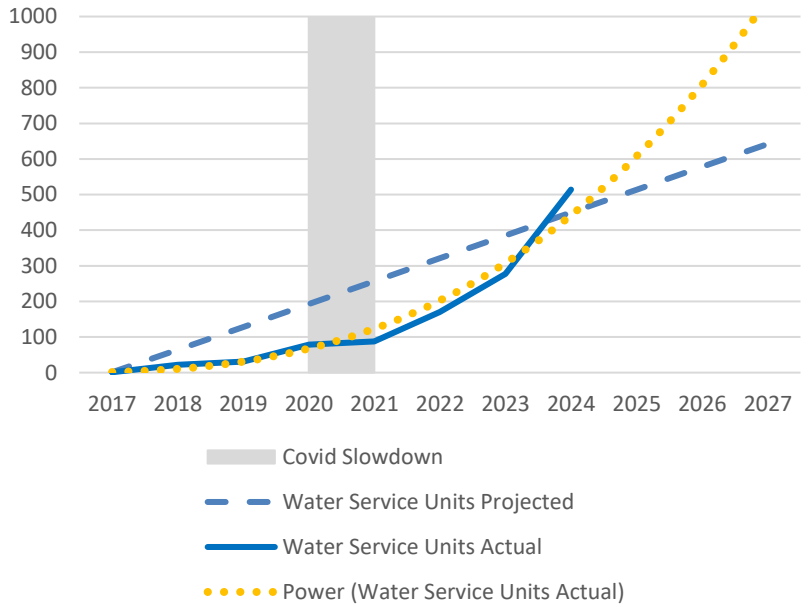
Water Service Unit - Service Area 1A: 2018-2027 (-65%)



Water Service Unit - Service Area 1B: 2018-2027 (+185%)

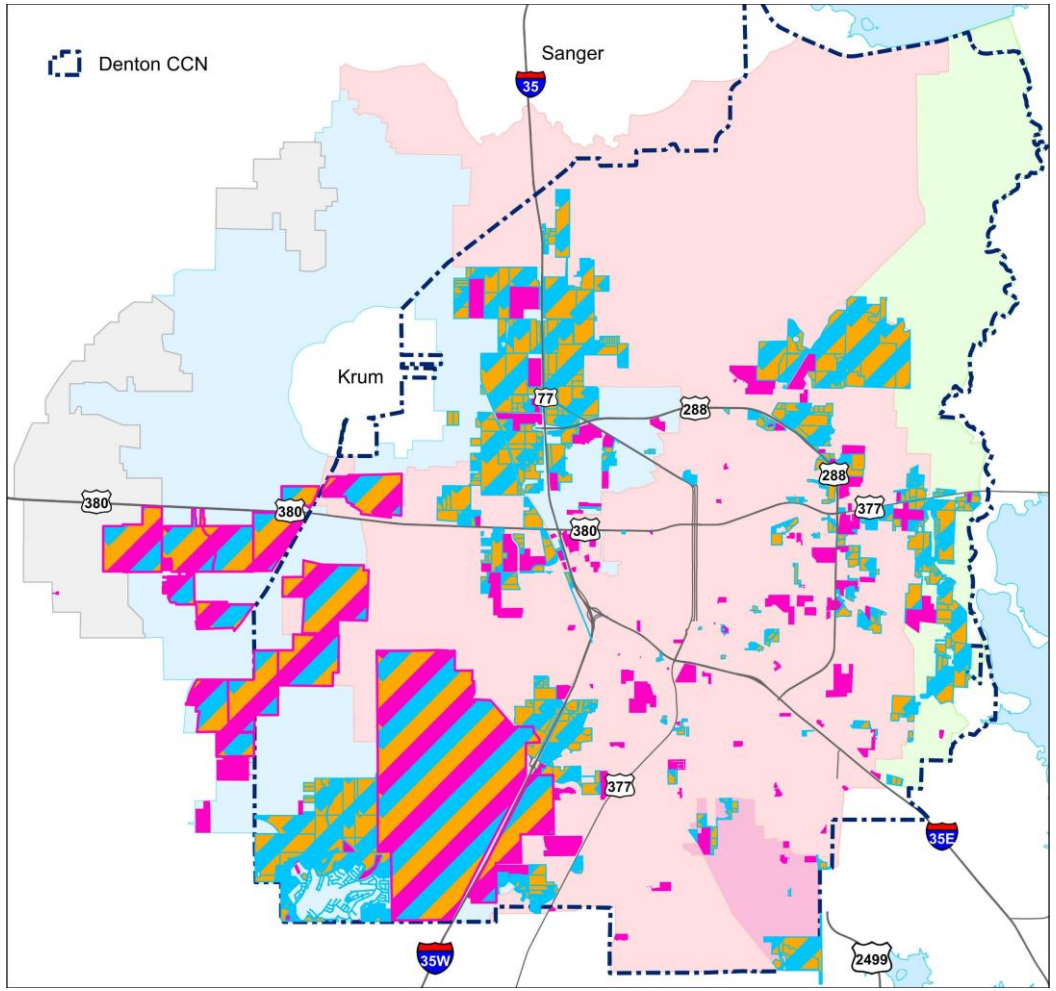


Water Service Unit - Service Area 2: 2018-2027 (+14%)

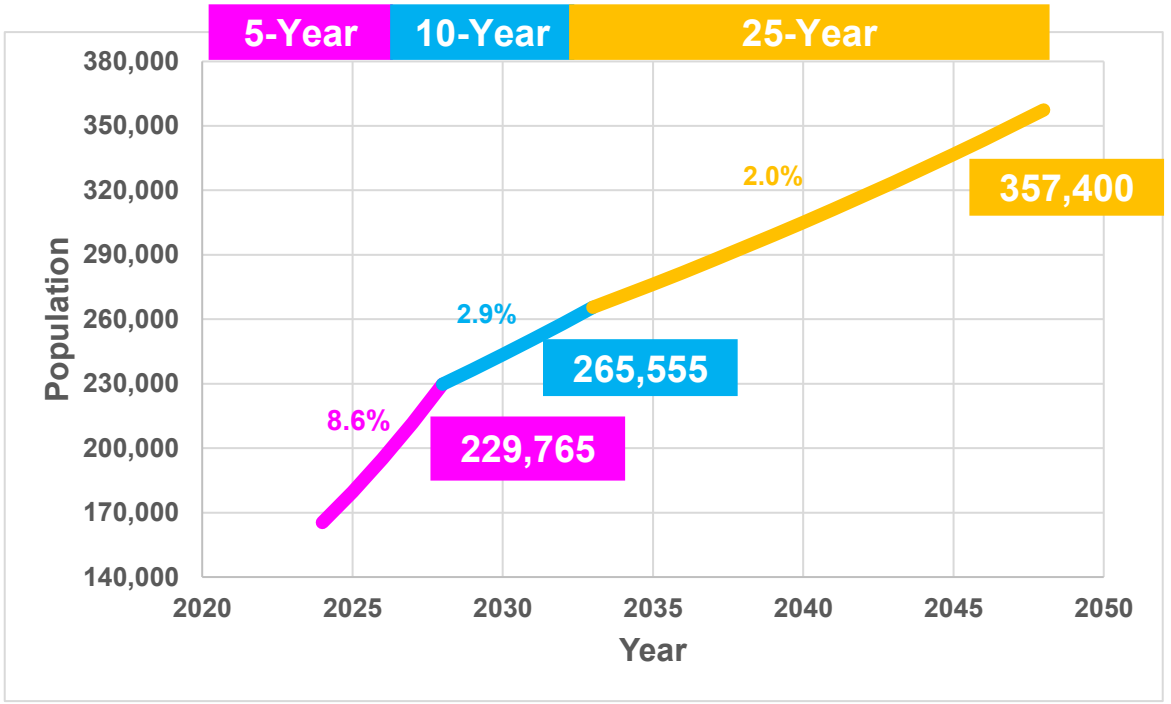


- Each Service Area has seen different growth rates
  - SA 1A: 65% below projections (linear trend)
  - SA 1B: 185% above projections (linear trend)
  - SA 2: 14% above projections with heavy recent growth (power trend)
  - Growth in 2025 is aggressive and consistent with the trend shown through 2024

GROWTH PROJECTIONS

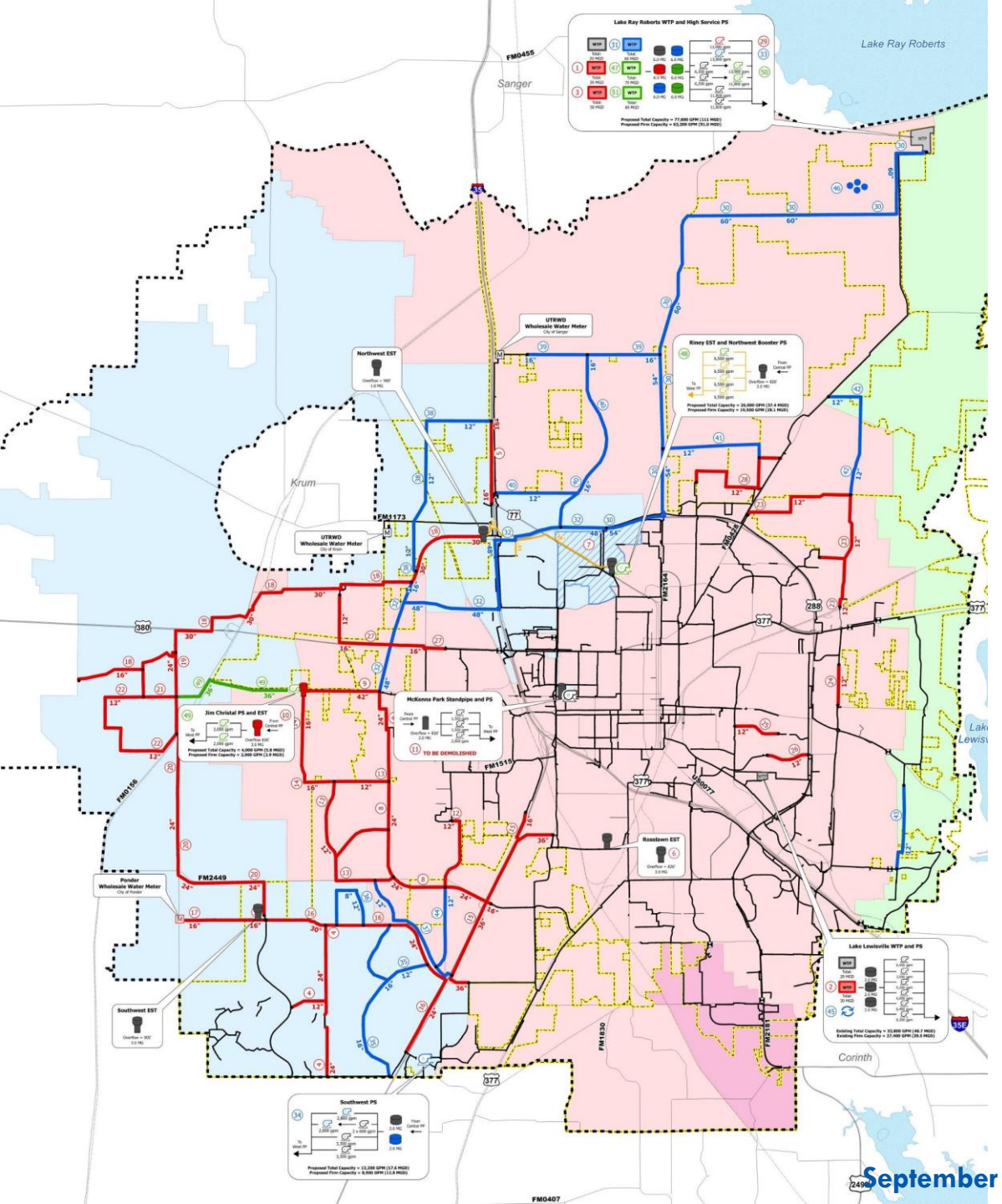


Current Population: 165,398



METHODOLOGY

- Incorporated existing and planned developments
  - Existing developments by using existing customer water meter data
  - The 5-year CIP projects are to serve incoming single and multiphase developments or to remedy existing deficiencies.
  - The 10-year CIP projects are to serve continuing multiphase developments.
  - The 25-year CIP projects are to serve continuing multiphase developments.
- Aligns with the Comprehensive Plan by utilizing the future land use categories shown within the Plan.
- The population numbers were taken from the North Central Texas Council of Governments.
- The Master Plan changes are required to adapt the Treatment and Conveyance systems to the City's evolving needs.
  - Changing needs are caused by the higher population growth projections the city is seeing.
  - Water efforts must meet the Texas Commission on Environmental Quality design and permitting requirements



CAPITAL IMPROVEMENT PLAN

- Prioritizes projects to optimize City budget
- Capitalizes on existing infrastructure
- Improves system operation
- Ensures water reliability
- Addresses observed growth trends
  - Expanded Conveyance Infrastructure
  - Additional Treatment Capacity
  - Because the population growth projections were lower in the 2018 WMP, the conveyance and treatment improvements of the CIP were less intense compared to what we are seeing today.

CAPITAL IMPROVEMENT PLAN

2018 WMP Projected Cost

	5-Yr	10-Yr	25-Yr
Conveyance	$43M	$44M	$69M
Treatment	-	$89M	-
Supply	-	-	-
Total	$43M	$133M	$69M

Grand Total: $245M

WMP update Projected Cost

	5-Yr	10-Yr	25-Yr
Conveyance	$313M	$271M	$40M
Treatment	$196M	$98M	$196M
Supply	-	$10M	-
Total	**$509M**	**$379M**	**$236M**

Grand Total: $1.124B

NEXT STEPS

- September 29 – PUB Consideration
- September 30 – Proposed adoption by City Council

Questions

File #: ID 25-1642, **Version:** 1

AGENDA CAPTION

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]

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: **September 16, 2025**

SUBJECT

Receive a report, hold a discussion, and give staff direction on a resolution declaring June as 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. 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.

COUNCIL DIRECTION

A consensus of four Council Members is necessary to move forward with consideration of a resolution.

- Option 1: Bring a resolution forward for Council consideration
  - Provide direction on the language of the resolution as drafted by the requesting Council Member (attached to the Informal Staff Report)
  - The resolution could be scheduled for Council consideration
- Option 2: Do not bring a resolution forward for Council consideration

EXHIBITS

1. Agenda Information Sheet
2. Informal Staff Report
3. Presentation

Respectfully submitted:
Kristi Fogle
Chief of Staff

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 [____ - ____]

Two-Minute Pitch:
Pride Month Resolution

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.
- 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.

Council Direction

- A consensus of four Council Members is necessary to move forward with consideration of a resolution.
- Option 1: Bring a resolution forward for Council consideration
  - Provide direction on the language of the resolution as drafted by the requesting Council Member
  - The resolution could be scheduled for Council consideration
- Option 2: Do not bring a resolution forward for Council consideration

File #: ID 25-1729, **Version:** 1

AGENDA CAPTION

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]

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **City Manager's Office**

CM: **Sara Hensley**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

During the September 9 Budget Work Session, the City Council provided consensus to hold an additional work session on September 16. The goal of this discussion is to finalize how the $5.06 million in the Tourist and Convention Fund will be allocated to various organizations for FY 25-26 Budget.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Staff provided the City Council with a comprehensive overview of the proposed budget on August 9, 2025, and provided an update on August 19, 2025, and September 9, 2025.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 – Hotel Occupancy Tax Funding Summary
Exhibit 3 - July 25 Community Partnership Committee Presentation

Respectfully submitted:
Christine Taylor,
Assistant City Manager
940-349-8700

Organization	Program Year 2025 Award	Program Year 2026 Funding Request	Program Year 2026 Baseline Recommendation	Program Year 2026 CPC Recommendation
Denton Bach Society	$ 1,000	$ 5,000	$-	$-
Denton Black Chamber of Commerce	60,100	80,000	48,000	48,000
Denton Black Film Festival Institute	54,500	62,500	62,500	62,500
Denton Breakfast Kiwanis - Turkey Roll	7,000	8,000	-	-
Denton Chamber of Commerce - Discover Dento	1,710,600	1,964,250	1,964,250	1,964,250
Denton Community Market	68,600	80,200	-	-
Denton County Office of History & Culture	296,200	305,000	61,000	-
Denton's Day of the Dead	65,100	100,000	80,000	80,000
Denton Festival Foundation	135,000	140,000	84,000	84,000
Denton Holiday Festival Association	50,000	100,000	20,000	20,000
Denton Main Street Association	80,200	152,100	121,680	121,680
Denton Music and Art Collaborative - Joan of Ba	2,000	10,000	-	-
Denton Parks Foundation	134,300	-	-	-
Denton Parks Foundation - Dog Days of Denton	-	57,000	-	-
Denton Parks Foundation - Juneteenth	-	77,000	30,800	30,800
Denton Public Art Committee	-	-	-	-
Greater Denton Arts Council - Operations	160,400	160,400	64,160	160,400
Greater Denton Arts Council - Public Art	100,000	100,000	70,728	70,728
Mount Zion - African Festival	3,000	-	-	-
North Texas State Fair Association	327,400	417,200	417,200	417,200
Real Waves Radio Network	13,400	10,000	-	-
Tejas Storytelling Association	59,055	59,055	59,055	59,055
Texas Filmmakers Corporation	50,700	75,000	75,000	75,000
Texas Veterans Hall of Fame Foundation	55,100	97,000	-	-
Theatre Denton, Inc. (Denton Community Theat	30,100	58,500	35,100	35,100
Downtown Ambassador	-	393,000	-	291,107
Denton Halloween 2026	-	250,000	250,000	250,000
Fry Street Charities	-	150,000	-	-
DMAC Monster Dash	-	16,500	-	-

DMAC Amplify	-	11,000	-	9,900
Cinco de Mayo	-	62,000	-	24,800
Instant Film Society - PolaCon	-	5,000	-	-
Contingency Funds	-	-	-	131,000
Sub Total	**$ 3,463,755**	**$ 5,005,705**	**$ 3,443,473**	**$ 3,935,520**
O'Reilly Hospitality – ED Incentive Agreement	1,072,349	1,125,966	1,125,966	1,125,966
Sub Total	**$ 4,536,104**	**$ 6,131,671**	**$ 4,569,439**	**$ 5,061,486**
Halloween Amendment in 2025	250,000	-	-	-
Total	**$ 4,786,104**	**$ 6,131,671**	**$ 4,569,439**	**$ 5,061,486**

Hotel Occupancy Tax (HOT) Program Year 2026

Finance

Program Overview

General Relevance

- Texas Tax Code 351
- 351.101 Use - tax may be used only to promote tourism and the convention and hotel industry.
- Nine (9) expenditure categories.
- The Art and Historical categories expenses in a fiscal year cannot exceed 15% each of the total HOT revenue
- City of Denton Resolution 2013-021 requires at least 2.4% of total HOT revenue be allocated to the Public Art.
- Program runs by calendar year.

Recipient Requirements

- The applicant must be a tax-exempt non-profit organization or public agency.
- Applicant and event must be based in the City of Denton.
- Nondiscrimination practice.
- Successfully fulfilled prior contracts.
- Must be compliant with the Special Event Ordinance.

Program Updates for 2026

Opportunities to further align the program with the Texas Tax Code 351 which dictates the allowed uses for hotel tax revenue.

- "Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry."
- Tourism - The guidance or management of tourists.
- Tourist - An individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture.

Prioritize qualified events and programs.

- Limit applications to events with a minimum of 200 attendees (aligns with Special Event Criteria).
- Require applicants to have alternative funding sources besides City HOT or Sponsorship funds.
- Event must successfully have taken place in prior years (no first-time events).
- Events must demonstrate a positive economic impact to the City of Denton.
- Applicants will be required to submit a full application online via Neighborly Software.
- Recommendations are based on scoring criteria.

Application Statistics

- 48 Applications started
  - 7 duplicates
  - 3 started but not completed
  - 38 submitted
    - 7 HOT only
    - 21 HOT and Sponsorship
    - 10 Sponsorship only
- 37 Eligible applicants
- 1 Ineligible
- Total HOT Funding requested $5,005,705

Application Scoring Rubric

Section	Description	Points
A. Eligibility & Compliance	Project clearly fits a state-approved HOT use category (convention center, arts, historic preservation, advertising). Applicant must be a government entity, or non-profit Texas corporation and federally tax-exempt under the Internal Revenue Code, based in the City of Denton, and Non-discriminatory practices	0
B. Tourism Impact	Clear documented evidence the project will increase overnight visitors, generate hotel stays, or attract non-local attendees.	25
C. Economic Impact	Demonstrates measurable benefit to local businesses, restaurants, and the city's economy beyond hotels. The Event or Program must have a minimum of 200 attendees.	15
D. Marketing Plan	Applicant has hosted events in the past and was a success.	15
E. Budget & Fiscal Responsibility	Budget is detailed, reasonable, aligns with request, includes other funding sources.	15
F. Organizational Capacity	Proven track record or capability to execute the project successfully (staff, volunteers, partnerships). Have an active governing body.	10
G. Community Benefit & Alignment	Supports Denton's cultural, historic, or arts goals; adds value to community identity; equitable and inclusive.	10
H. Reporting & Evaluation Plan	Applicant has clear plan to track attendance, measure hotel impact, and submit final reports with data and if previously funded, have successfully fulfilled all prior contractual obligations.	10
TOTAL		100

Application Scoring

HOT Scoring		
Score	Percent	Spread
95-100	100%	6
90-94.99	80%	2
85-89.99	60%	3
80-84.99	40%	2
75-79.99	20%	2
0-74.99	0%	12

Name	Avg Score	Funding Requested	Baseline Recommendation	Funding Level
Discover Denton - CVB	99.50	$1,964,250	$1,964,250	100%
North Texas State Fair Association	98.75	417,200	417,200	100%
Tejas Storytelling Association	97.50	59,055	59,055	100%
Denton Halloween 2026	97.25	250,000	250,000	100%
Denton Black Film Festival Institute	95.50	62,500	62,500	100%
Texas Filmmakers Corporation	95.50	75,000	75,000	100%
Denton Main Street Association	91.25	152,100	121,680	80%
Denton Day of the Dead Festival	90.25	100,000	80,000	80%
Denton Arts and Jazz	88.00	140,000	84,000	60%

Application Scoring

Name	Avg Score	Funding Requested	Baseline Recommendation	Funding Level
Denton Black Chamber of Commerce	87.50	$80,000	$ 48,000	60%
Theatre Denton	85.00	58,500	35,100	60%
Denton Parks Foundation - Juneteenth	84.25	77,000	30,800	40%
Downtown Ambassador Program*	83.50	393,000	-	40%
Greater Denton Arts Council	80.50	160,400	64,160	40%
Denton Holiday Festival Association, Inc.	78.25	100,000	20,000	20%
Denton County Office of History and Culture	77.50	305,000	61,000	20%

*Council request

Application Scoring

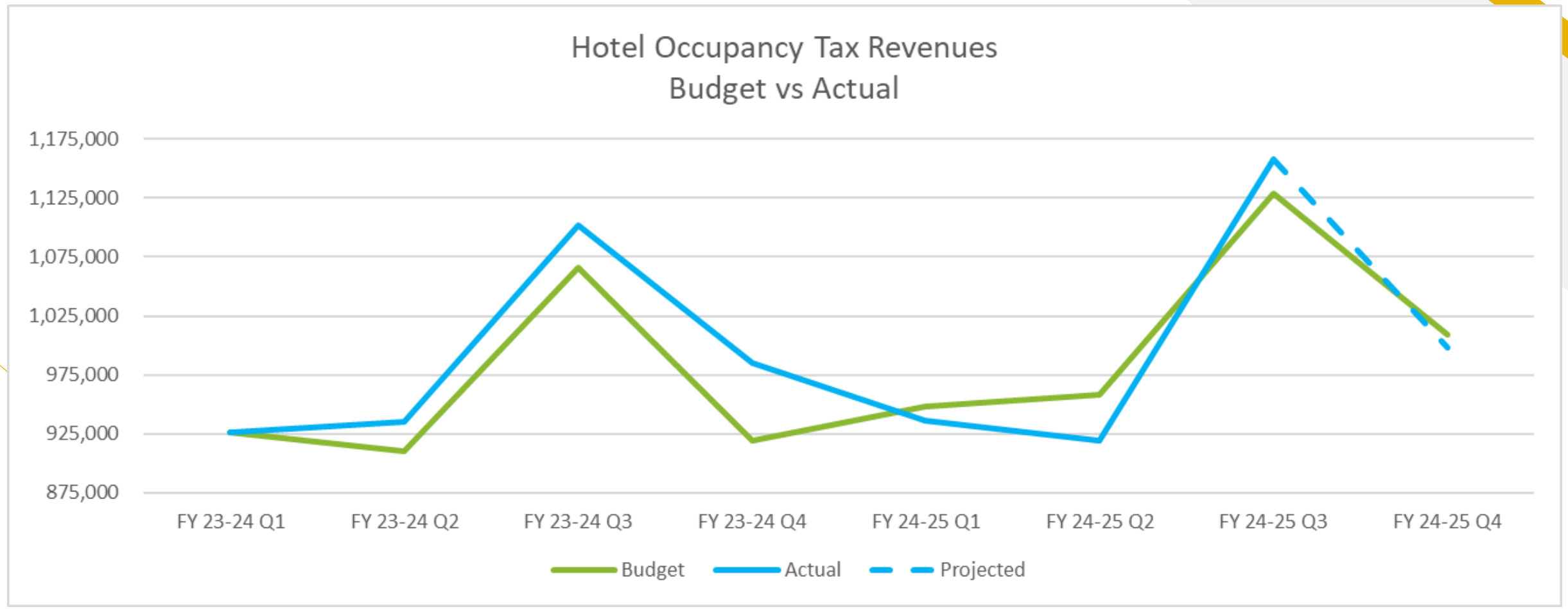
Name	Avg Score	Funding Requested	Baseline Recommendation	Funding Level
DMAC Monster Dash	73.25	$ 16,500	$-	0%
Cinco de Mayo	73.00	62,000	-	0%
DMAC Amplify	72.50	11,000	-	0%
Turkey Roll - Denton Breakfast Kiwanis	71.50	8,000	-	0%
Joan of Bark - Denton Music and Art Collaborative	71.25	10,000	-	0%
Denton Community Market	69.75	80,200	-	0%
Denton Parks Foundation - Dog Days	67.50	57,000	-	0%
Texas Veterans Hall of Fame	66.50	97,000	-	0%
Instant Film Society - PolaCon	64.75	5,000	-	0%
Real Waves Radio Network	57.50	10,000	-	0%
Denton Bach Society	46.50	5,000	-	0%
Fry Street Charities	0.00	150,000	-	0%
Public Art 2.4% (Resolution 2013-021)	-	100,000	70,728	-
TOTAL		**$5,005,705**	**$3,443,473**	

Program Financials

Forecasted Resources	**$ 5,562,105**
Embassy Suites 380 Agreement rebate	1,125,966
Baseline Recommendation	3,443,473
Total Expenditure	**$ 4,569,439**
Remaining fund balance	**992,666**
Available for allocation or fund balance	**$ 492,666**

- In Fiscal Years 2023 and 2024, the Community Partnership Committee has provided direction to maintain a $500,000 fund balance.

HOT Revenue


Hotel Occupancy Tax Revenues
Budget vs Actual
1,175,000
1,125,000
1,075,000
1,025,000
975,000
925,000
875,000
FY 23-24 Q1
FY 23-24 Q2
FY 23-24 Q3
FY 23-24 Q4
FY 24-25 Q1
FY 24-25 Q2
FY 24-25 Q3
FY 24-25 Q4
Budget
Actual
Projected

Next steps

- Review applications and discuss funding recommendations.
- Funding recommendations included in the City's overall budget process and considered by City Council.
- Award agreements processed in December.

File #: ID 25-1519, **Version:** 1

AGENDA CAPTION

Proclamation: Denton Fire Department Achievement - ISO Class 1 Rating

File #: ID 25-1297, **Version:** 1

AGENDA CAPTION

Proclamation: Good Neighbor Day

File #: ID 25-1442, **Version:** 1

AGENDA CAPTION

Proclamation: United is the Way Month

File #: ID 25-1641, **Version:** 1

AGENDA CAPTION

Ms. Tracy Duckworth regarding homelessness.

File #: ID 25-1660, **Version:** 1

AGENDA CAPTION

Ms. Vianca Anthony regarding electric bill payments.

File #: ID 25-1711, **Version:** 1

AGENDA CAPTION

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

File #: ID 25-1708, **Version:** 1

AGENDA CAPTION

Mr. Nathan Goldsmith regarding bad actors and contractors following disaster.

File #: ID 25-1743, **Version:** 1

AGENDA CAPTION

Mr. Nick Stevens regarding a message from the John B. Denton Neighborhood Association.

File #: ID 25-1744, **Version:** 1

AGENDA CAPTION

Mr. Richard Gladden regarding a proposed ordinance concerning city policy transparency.

September 10, 2025

Lauren Thoden
Denton City Secretary
215 E. McKinney St.
Denton TX 76201

(Personally Hand-Delivered this Date)

Dear Secretary Thoden,

Please accept this as my request to appear and deliver to the Denton City Council a "Citizen Report" during the Council's "Presentations from Members of the Public" at its next regular meeting scheduled for Tuesday, September 16, 2025, at 6:30 p.m. Having timely submitted this request to you, I would appreciate it if you would place this item on the Council's agenda (as more fully described below, "*Proposed Ordinance Concerning City Policy Transparency*"), and identify me as the person who will be presenting this Citizen Report. Thank you.

/s/Richard Gladden
[redacted]
Denton, Texas 76201
[redacted]

***

Proposed Ordinance Concerning City Policy Transparency, to be Presented by Richard Gladden at the Regular Denton City Council Meeting Scheduled for 6:30 p.m. on September 16, 2025.

a) No member of the Denton City Council, including its Mayor, regardless of whether a quorum of the Denton City Council is present, shall meet with a representative of the United States government or any of its agencies concerning either 8 U.S.C. § 1357(g) (also known as "§ 287(g)" of the

federal Immigration and Nationality Act), or Texas Senate Bill 8 as approved by the 89th Regular Session of the Texas Legislature (effective Jan. 1, 2026), when such meeting includes attendance of one or more other city officials or staff members employed by the City of Denton; *unless*, not later than seven (7) calendar days before such meeting, the Denton City Secretary has posted, as provided by § 551.050 of the Texas Government Code, and has also posted concurrently on the home page or landing page of the Internet website of the City of Denton, public notice of the date, time, location and particular subject matter of the meeting with the representative of the United States government or any federal agency.

b) Not later than three (3) business days after the conclusion of any meeting described by subsection (a), any member of the Denton City Council (including its Mayor) and any other official or staff member employed by the City of Denton who has attended a meeting described by subsection (a), shall prepare and submit to the Denton City Secretary a detailed written report describing specifically the substance of the statements made by, or the communications between, all parties attending the meeting either in-person, remotely by electronic means, or otherwise.

c) A failure by any member of the Denton City Council (including its Mayor) and any other official or staff member employed by the City of Denton who

has attended a meeting described by subsection (a), to comply with the duties imposed by subsections (a) or (b), shall constitute a "serious" violation of the Denton City Ethics Code, as defined by § 2-282(b)(3)(B) of that Code (as adopted under Denton City Ordinance 25-577 on April 15, 2025).

d) Furthermore, notwithstanding any other applicable law or ordinance, if a violation as described in this ordinance has been committed by a member of the Denton City Council (including its Mayor), such a violation shall be deemed to create a conflict of interest that prohibits the offending Council member (or Mayor) from participating in Council deliberations or voting on any Council agenda item pertaining to the same subject matter of the meeting referred to in subsection (a), during their current term in office.

e) The written reports described in subsection (b), and any documents or tangible media containing information, electronically recorded or otherwise, that have been presented to or considered by any person attending the meeting described by subsection (a), shall be publicly disclosed by the Denton City Secretary to any person who has requested this information, not later than ten (10) calendar days after the meeting has concluded, notwithstanding the applicability of any exemption from public disclosure

contained in the Texas Public Information Act, Chapter 552, Texas Government Code.

f) A failure by the Denton City Secretary to comply with the duties imposed by subsection (e) shall constitute a "serious" violation of the Denton City Ethics Code, as defined by § 2-282(b)(3)(B) of that Code (as adopted under Denton City Ordinance 25-577 on April 15, 2025).

g) Nothing in this ordinance shall be construed to prohibit or materially limit enforcement of valid immigration laws enacted under federal or Texas law.

***

File #: ID 25-1555, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton repealing Policy No. 200.01 Barricading City Streets due to updated Texas and National traffic control standards; and declaring an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Human Resources

CM/ DCM/ ACM: Cassey Ogden, Deputy City Manager

DATE: September 16th, 2025

SUBJECT

Consider approval of a resolution of the City of Denton repealing Policy No. 200.01 Barricading City Streets due to updated Texas and National traffic control standards.; and declaring an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Not Applicable. The repeal of this policy aids in ensuring that our policy library is up to date with current State and Federal guidelines. Policy No. 200.01 Barricading City Streets is no longer applicable.

INFORMATION

The City's Code of Ordinances, Section 2-28, "Policies, Procedures, and Directives," establishes the definitions and approval processes for policy documents. The City of Denton maintains two types of policy documents: Policies and Administrative Directives.

- **Policies** must be adopted and approved by the City Council. A "Policy" means a statement of overall philosophy and direction, describing goals to be accomplished and programs to be established. To revise a Policy Statement, the City Council must approve the revision.
- **Administrative Directives** are approved and issued by the City Manager to city employees to establish rules and regulations concerning internal operational matters. Administrative Directives do not require City Council review or approval for enactment or revision.

BACKGROUND

Originally adopted on July 30, 1984, this policy is being proposed for repeal with no budgetary implications. The repeal was presented to the Policy Review Committee on August 7, 2025, with no objections. Current traffic control standards are governed by the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the national Manual on Uniform Traffic Control Devices (MUTCD). All work conducted in the Right of Way (ROW) requires permits, with traffic control plans reviewed, approved, and inspected in accordance with the ROW ordinance. Over time, the implementation of national standards and local ordinances has evolved to encompass all aspects of the policy, making it no longer specific to the City of Denton but a requirement for all municipalities.

RECOMMENDATION

Staff recommends approval of the resolution.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution
Exhibit 3 – Policy No. 200.01 Barricading City Streets

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

For information concerning this policy, contact:
Daniel Kremer, Deputy Director of Operations, 940-349-7193.

Legal Point of contact:
Susan Keller, Deputy City Attorney, 940-349-8132

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON REPEALING POLICY NO. 200.01 "BARRICADING CITY STREETS" DUE TO UPDATED TEXAS AND NATIONAL TRAFFIC CONTROL STANDARDS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Policy No. 200.01 "Barricading City Streets" was initially implemented effective July 30, 1984; and

WHEREAS, the City Manager and staff recommend the repeal of Barricading City Streets policy and the City Council desires to repeal such policy

WHEREAS, the implementation of national standards and local ordinances have evolved to include all aspects of the policy. As a result, the policy is no longer specific to the City of Denton, but is now a requirement for all municipalities; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The Policy Statement in "Barricading City Streets", which is incorporated in this section, is hereby repealed as an official policy of the City of Denton:

> **POLICY STATEMENT:** Many maintenance and minor construction operations require full closure or partial closure of city streets. To minimize the risk of injury and property damage to our employees and citizens, proper barricading procedures must be followed.

SECTION 2. This Resolution only repeals the "Policy Statement" portion of Policy No. 200.01 of the City of Denton Policies and Procedures Manual. The "Administrative Procedures" portion of the Policy on Policies, Administrative Directives, and Procedures is an administrative procedure describing the means and methods by which City management implements the Policy Statement. The City Manager is authorized to amend and issue such administrative procedures and directives as deemed necessary to implement the Policy related to personnel and internal operational matters.

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

The motion to approve this ordinance was made by [_____] and seconded by [_____].

The ordinance was passed and approved by the following vote [__ – __ – __]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____ Susan Keller Digitally signed by Susan Keller Date: 2025.08.20 15:31:04 -05'00'

CITY OF DENTON

POLICY/ADMINISTRATIVE PROCEDURE/ADMINISTRATIVE DIRECTIVE

SECTION: SAFETY/EMERGENCY	REFERENCE NUMBER: 200.01
SUBJECT: BARRICADING CITY STREETS	INITIAL EFFECTIVE DATE: 07/30/84
TITLE: BARRICADING CITY STREETS	LAST REVISION DATE:

Many of our maintenance and minor construction operations require closure or partial closure of city streets. Without proper barricading, we increase the probability of injury and property damage to our employees and citizens. For this reason, the following requirements have been adopted.

·All maintenance or construction operations which require a closure or partial closure of a street will be done in accordance with the "*Typical Barricade Plans for the City of Denton*."

·Construction or maintenance beyond the scope of "*Typical Barricade Plans for the City of Denton*" will be barricaded in accordance with the Texas Manual on Uniform Traffic Control Devices.

·The Engineering Division will assist all departments and divisions in preparing individual barricading plans to meet special circumstances.

·The Engineering Division will provide additional education to divisions and departments upon written request.

·Enforcement of the policy shall be through the normal chain of supervision.

File #: ID 25-1248, **Version:** 1

AGENDA CAPTION

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).

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

DCM: Christine Taylor, Assistant City Manager

DATE: September 16, 2025

SUBJECT

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).

BACKGROUND

The Fall Twilight Tunes Series is organized by the Denton Main Street Association, a 501(c)6 non-profit member organization that works in cooperation with the City of Denton's Economic Development Department. This series serves to showcase local musicians, artists, and performers while also increasing Downtown foot traffic to local businesses. In the past, this series has been held at the Denton Downtown Square. However, to activate the newly updated Wolff's Park and show support to businesses on and around Industrial Street, the Denton Main Street Association would like to move venues for the smaller Fall Twilight Tunes Series.

This free series features four local artists, musicians, and performers and invites attendees to enjoy a night out listening to live music and picnic in the park with food and drinks brought from home or from visiting one of the many downtown eateries. Event organizers anticipate 200 to 350 attendees at each event.

The Denton Main Street Association requests an exception to the noise ordinance with respect to sound levels from 70 dba to 75 dba 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.

OPTIONS

Approve or deny.

RECOMMENDATION

Staff recommends approval as the Fall Twilight Tunes Series serves a public interest.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On September 17, 2024, City Council approved an exception to the noise ordinance for the 2024 Spring Twilight Tunes Series under Ordinance 24-664.

On September 9, 2024, the Parks, Recreation and Beautification Board recommended approval with a vote of 5-0.

FISCAL INFORMATION

N/A

BID INFORMATION
N/A

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 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.

WHEREAS, pursuant to Section 17-20 of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels or hours of operation when the public interest will be served thereby; and

WHEREAS, The Denton Main Street Association 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 Fall Twilight Tunes Series to be held at Wolff's Park in Denton, Texas, on Thursday, October 2, October 9, October 16, October 23, and October 30, 2025, from 6:00 p.m. to 7:30 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, the Denton Main Street Association 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 Fall Twilight Tunes Series at Wolff's Park in Denton, Texas, on Thursday, October 2, October 9, October 16, October 23, and October 30, 2025, from 6:00 p.m. to 7:30 p.m.

2. The Denton Main Street Association 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 The Denton Main Street Association agrees to cease using amplified loudspeakers on Thursday, October 2, October 9, October 16, October 23, and October 30, 2025, at 7:30 p.m.

4. Under no circumstances shall the Denton Main Street Association employ the use of amplified loudspeakers past 7:30 p.m. on Thursday, October 2, October 9, October 16, October 23, and October 30, 2025.

5. Under no circumstances shall the Denton Main Street Association employ the use of amplified loudspeakers that exceeds 75 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

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 correction 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 Fall Twilight Tunes Series on Thursday, October 30, 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: _____

File #: ID 25-1492, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: September 16, 2025

SUBJECT

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.

BACKGROUND

For several decades, the Parks and Recreation Department (PARD) and Span Meals on Wheels (MOW) have had an ongoing partnership serving meals to Denton area residents. Currently, the Denton Senior Center is a distribution site for MOW volunteers to pick up and deliver meals to homebound seniors in the community. Span MOW staff and volunteers utilize the kitchen and two storage spaces at the Senior Center for their daily operations. To continue providing quality service to the community, a facility usage agreement should be established for a mutual understanding of expectations, which is to be reviewed annually for consideration of renewal.

Span is a private, nonprofit organization, proudly serving the community since 1974. They provide transportation and meal services to older adults, individuals with disabilities, veterans, and the general public. Specific to the use of the Denton Senior Center, the organization provides hot, nutritious meals to seniors and people with disabilities in the Denton area. The service they provide aids PARD staff in offering an affordable and nutritious lunch option for several members who participate at the Senior Center most of the day.

This relationship was formalized by approved Ordinance 24-1747 in September of 2024 to establish a clear outline in which Span MOW can operate using City-owned facilities and equipment. It also gives clear direction on what each party is responsible for as it relates to the overall operation of serving meals to the community and patrons of the senior center.

RECOMMENDATION

Staff recommend the approval of the ordinance to continue this agreement supporting Meals on Wheels service to the older adult (60+) community.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On September 17, 2024, City Council approved a Facility Use Agreement between the City of Denton Parks and Recreation Department and Span Inc. and Meals on Wheels of Denton County under Ordinance 24-1747.

FISCAL INFORMATION

This is a non-financial contract between the City of Denton and Span Inc. and Meals on Wheels Denton County. Span MOW is a non-profit organization that fundraises and suggests donations from meal recipients.

OPERATIONAL IMPACT

PARD is required to provide the necessary space and kitchen appliances to accommodate the Span MOW meal service for the community. A PARD staff member will be on-site during all times of Span MOW operational hours at the facility.

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance
Exhibit 3- Facility Use Agreement

Respectfully submitted:
Gary Packan, Parks and Recreation Director

Prepared by:
Shannon Kuhl
Recreation Coordinator, Parks and Recreation

ORDINANCE NO. _____

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.

WHEREAS, the City of Denton (the "City") recognizes that Span Inc. and Meals on Wheels of Denton County ("Span MOW") provides a necessary service to the older adult community in Denton; and

WHEREAS, appropriate and responsible usage of City of Denton parks and recreation facilities is imperative to the preservation and orderly utilization of said facilities; and

WHEREAS, usage of City of Denton parks and recreation facilities is administered and monitored by the City of Denton Parks and Recreation Department to ensure compliance with adopted facility regulations and policies; and

WHEREAS, the Facility Use Agreement outlines the responsibilities for each cooperating party to ensure quality service to the senior center patrons; and

WHERAS, the Facility Use Agreement will be effective from the time of execution until September 30, 2026, at which point a new annual agreement will be signed by the City Manager or the designee; and

WHEREAS, the City of Denton City Council finds that it is in the public's best interest to approve the Facility Use Agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager, or designee, is further authorized to execute on behalf of the City the Facility Use Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or designee, is further authorized to carry out all duties and obligations to be performed by the City under the Agreement.

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: _____

Facility Use Agreement

Between

The City of Denton ("City")

and

Span, Inc., operating on behalf of Meals on Wheels of Denton County ("Span MOW")

This Facility Use Agreement sets the terms and understanding between the City of Denton and Span Inc. operating on behalf of Meals on Wheels of Denton County (Span MOW) to provide nutritious meals to Denton area seniors age 60 and older through meal delivery service and congregate meals.

Background

For several decades, the Parks and Recreation Department (PARD) and Span MOW have had an ongoing relationship serving Denton area seniors. Currently, the Denton Senior Center is a distribution site for Meals on Wheels volunteers to pick up and deliver meals to homebound seniors in the community. Meals on Wheels also serves congregate meals to patrons of the facility. Span MOW staff and volunteers utilize the kitchen and storage spaces for their daily operation.

Purpose

This Agreement will provide an outline of which SPAN MOW operates within the policies and procedures set by the City and the Parks and Recreation Department to provide delivered meals, congregate meal service, and nutrition education to seniors.

The above goal will be accomplished by undertaking the following activities:

1. Responsibilities of Span MOW
    a. Span MOW shall provide Federal Administration on Aging Title III nutrition programs at the Site for purposes of serving the community.
    b. Adhere to all City of Denton and Parks and Recreation policies and procedures.
    c. Provide meals for seniors to enjoy as a congregate meal site.
    d. Ensure all staff and volunteers working in the kitchen are Food Handler Certified.
    e. Provide all necessary office supplies for their operation, including but not limited to, a working printer or copier and paper.
    f. Provide proof of and maintain:
        i. General Liability Insurance, $1,000,000 minimum
        ii. Automobile Insurance, $500,000 minimum
        iii. Worker's Compensation Insurance

2. Responsibilities of the City of Denton
    a. Provide a health-permitted kitchen with access to working appliances including a stove, heating cabinet, refrigerator, freezer, ice machine, and adequate counter space.

i. Space is available from 8 a.m. to 12 p.m., Monday – Friday apart from City observed holidays and other necessary building closures.
ii. Ensure health standards regarding equipment are being met and inspected annually.

b. Provide and cover the cost of associated utilities.
c. Provide storage area for coolers, on-site paperwork, and insulated bags used for delivering homebound meals.
d. Provide space and allow Span MOW to display such notices and advisements as may be required by the Title III program.

3. Responsibilities of both parties
   a. Use best efforts and cooperation for mutual benefit and the benefit of the senior community in Denton.

Reporting
Parks and Recreation staff on-site will be responsible for regularly evaluating the effectiveness and adherence to the agreement. Span MOW will be responsible to share monthly congregate meal numbers with City staff.

Funding
This Agreement is not a commitment to funds. The City agrees to provide the in-kind donation of the facility usage and building operation which Span MOW uses to provide nutritious meals to the community. Span MOW agrees to cover the cost of their regular operation including, but not limited to, staffing, operations, and cost of goods and materials.

Duration
This Agreement is at will and may be modified by mutual consent of authorized officials from the City and Span MOW. This Agreement shall become effective upon signature by the authorized officials from the City and Span MOW and will remain in effect until September 30, 2026. This Agreement is subject to annual renewal by the parties on mutually agreeable terms and conditions, subject to regulations and/or conditions by the North Central Texas Area Agency on Aging regarding the operation of the program. This agreement may also be terminated if either party breaches the terms of the Agreement.

[INTENTIONALLY LEFT BLANK]

Contact Information

City of Denton
Sara Hensley
City Manager
215 E. McKinney Street
Denton, TX 76201
Sara.Hensley@cityofdenton.com

Span Inc.
Michelle McMahon
Executive Director
1800 Malone Street
Denton, TX 76201
michellem@span-transit.org

_____
DATE

_____
SARA HENSLEY, CITY MANAGER

8/21/25
DATE

Michelle McMahon
MICHELLE MCMAHON, EXECUTIVE DIRECTOR

File #: ID 25-1493, **Version:** 1

AGENDA CAPTION

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)

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor

DATE: September 16, 2025

SUBJECT:
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 provide an effective date. Park Board recommended approval. (5-0)

BACKGROUND
The Range Creek Public Hunting Area (RCPHA) is approximately 453 acres and is located on the northeast edge of Ray Roberts Lake. It is included in Supplement Agreement 1 to the Park Management Contract for Ray Roberts Lake. The area is generally 5 miles northeast of Tioga, TX along Range Creek and consists of six wetland cells constructed in 1991.

The RCPHA has been managed under a cooperative agreement between the City of Denton and Texas Parks and Wildlife since September of 2001, which allowed for public hunting on these lands requiring a Type II or Annual Public Hunting / Walk-In Hunting permit.

The Texas Parks and Wildlife Department (TPWD) has been upgrading public hunting access points around Ray Roberts Lake, and they brought to our attention that the existing Agreement expired on April 30, 2025.

This agreement includes revisions that are desired by both parties and are consistent with TPWD and City of Denton standard agreements. In essence, this agreement ensures that Texas Parks and Wildlife continues to manage the public hunting land associated with the Range Creek area and establishes that any physical improvements to RCPHA can be made as TPWD funding allows.

RECOMMENDATION
Staff recommend renewing the agreement with an Ordinance authorizing the City Manager, or her designee, to execute a Cooperative Agreement with Texas Parks and Department for the Range Creek Public Hunting Area.

ESTIMATED SCHEDULE OF PROJECT
Agreement would take effect immediately upon execution.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
On January 8, 2019, City Council adopted an ordinance of the City of Denton authorizing the City Manager, or his designee, to execute a cooperative agreement with the Texas Parks and Wildlife Department establishing the RCPHA.

On August 3, 2025, the Parks and Recreation Board voted unanimously to recommend approval to execute the new agreement with TPWD for RCPHA.

FISCAL INFORMATION
There is no financial obligation associated with this agreement

EXHIBITS
Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance
Exhibit 3- Agreement
Exhibit 4- TPWD and City of Denton Agreement 2019

Respectfully submitted:
Gary Packan, Director, Parks and Recreation

ORDINANCE NO:

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.

WHEREAS, the City of Denton ("City") and Texas Parks and Wildlife Department ("TPWD") entered into Project Cooperative Agreement for the Range Creek Wetlands on January 8, 2019; and

WHEREAS, the City and TPWD seek to continue a project partnership; and

WHEREAS, the City and TPWD are interested in protecting existing wetlands and preserving public hunting within the Range Creek Public Hunting Area ("RCPHA"); and

WHEREAS, TPWD will operate the RCPHA as a portion of the Ray Roberts Public Hunting Lands ("RRPHL"); and

WHEREAS, TPWD will facilitate improvements to RCPHA access points and will administer public hunting permits for the RRPHL, including the RCPHA; and

WHEREAS, TPWD will ensure that all public hunting rules, regulations, and guidelines are enforced; and

WHEREAS, public activities, other than hunting will be determined and administered by the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager, or designee, is hereby authorized to execute on behalf of the City the Cooperative Agreement between the City of Denton and Texas Parks and Wildlife establishing the Range Creek Public Hunting Area, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or designee, is further authorized to carry out all duties and obligations to be performed by the City under the Agreement.

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: _____

COOPERATIVE AGREEMENT
Between
CITY OF DENTON
and
TEXAS PARKS AND WILDLIFE DEPARTMENT
For the
RANGE CREEK PUBLIC HUNTING AREA

INTRODUCTION

This Cooperative Agreement (the "Agreement") between the City of Denton, a Texas home-rule municipal corporation ("Denton"), and Texas Parks and Wildlife Department ("TPWD"), a Texas State Agency, is for the designation and management of the Range Creek Public Hunting Area ("RCPHA") and is to be effective beginning August 1, 2025 or upon signature by both parties, whichever is later, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code.

1. AREA DESCRIPTION

The RCPHA, depicted in a map in Exhibit A, is under U.S. Army Corps of Engineers ("USACE") ownership. A contract between USACE and Denton authorizes use of the property as part of a public hunting program (Contract DACW63-80-C-0107 For Recreational Development at Aubrey and Lewisville Lakes, Texas). The RCPHA consists of wetlands, flood plains, dry land, and shoreline, northeast of and adjacent to the waters of Lake Ray Roberts (formerly Aubrey Lake).

The RCPHA is to be administered by TPWD as part of a public hunting program, along with the adjacent Lake Ray Roberts Public Hunting Area (RRPHA).

2. SCOPE

It is agreed that:

A. Denton and TPWD enter into this Agreement to help protect wetlands and surrounding area, and to preserve public hunting within the RCPHA. The parties understand that, without this Agreement, the users and the habitat in RCPHA could be negatively impacted by a lack of rules, guidelines, and oversight for public use.

B. TPWD will operate the RCPHA as a portion of the Ray Roberts Public Hunting Lands ("RRPHL").

C. TPWD will maintain public access points at three locations and will administer public hunting permits for the RRPHL area, including the RCPHA.

D. TPWD will administer public hunting on the RRPHL, including RCPHA, under regulations established by the Public Lands Proclamation and specified in the most recent edition of the Public Hunting Lands Map Booklet.

E. Hunting for designated legal species by defined means and dates as specified in the current Public Hunting Lands Map Booklet shall be allowed on the RRPHL, including the RCPHA.

F. Persons hunting on the RRPHL and RCPHA must possess a valid TPWD hunting license and a current Annual Public Hunting Permit.

G. Public activities, other than hunting, in the RCPHA will be determined and administered by Denton and will not be subject to regulations established by the Public Lands Proclamation as specified in the current Public Hunting Lands Map Booklet.

H. TPWD shall retain revenue generated from the sale of Annual Public Hunting Permits for hunting activity on the RRPHL and RCPHA.

I. TPWD may work with a non-profit conservation organization to complete any and all maintenance, public access needs, and improvements associated with RCPHA and RRPHL as outlined in this Agreement.

J. This Agreement is executed for the mutual consent and agreements to obligations herein between Denton and TPWD, and shall not require the payment of funds, goods, or services by either party to the other party.

3. RESPONSIBILITIES

Under this Agreement, it will be the responsibility of TPWD to:

A. Adopt season dates, methods, and rules for public hunts from TPWD established county-wide seasons and bag limits, under the authority of Chapter 81, Parks and Wildlife Code.

B. Maintain and monitor public access points at three locations at Range Creek as shown in Exhibit A.

C. Provide, erect, and maintain boundary markers sufficient to identify the RCPHA as part of the RRPHL.

D. Provide for enforcement of state wildlife laws on the public hunting area.

E. Promulgate public hunting area rules and regulations pertaining to the harvest of game species.

4. JOINT RESPONSIBILITIES OF TPWD AND DENTON

Under this Agreement, it will be the joint responsibility of both Denton and TPWD to:

A. Conduct surveillance of the RCPHA, as appropriate, and report items of concern to the responsible agency.

B. Provide information to the public regarding hunting and general use regulations applicable to the public hunting area.

C. Retain records related to this agreement for a minimum of seven (7) years after its expiration.

5. TERM

This agreement shall become effective August 1, 2025, or upon signature by both parties, whichever is later, and shall terminate on April 30, 2032.

An extension to this agreement may be granted with prior written approval of both parties. Any extensions shall be at the same terms and conditions, plus any approved changes.

6. MISCELLANEOUS PROVISIONS

Texas Public Information Act: Denton is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If Denton receives any requests for information created pursuant to or that pertains to this contract, Denton will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.

Termination for Default: Either party may, by written notice of default to the other party, terminate this Contract, in whole or in part, for cause if said party fails to perform in full compliance with the contract requirements, through no fault of the non-defaulting party. The non-defaulting party will provide a thirty (30) day written notice of termination to the defaulting party of intent to terminate, and will provide the defaulting party with an opportunity for consultation with the non-defaulting party prior to termination.

Other Law: The parties will comply with all applicable laws and regulations in acting under this Agreement and all subagreements.

Entire Agreement; Modifications: The Agreement supersedes all prior agreements, written or oral, between Denton and TPWD and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Denton.

Venue and Governing Law: This Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

Executed this_____ day of _____, 2025, by the undersigned, duly authorized individuals on behalf of their respective agencies.

CITY OF DENTON

_____ _____
By: Sara Hensley, City Manager Date

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

_____
Signature

_____
Title

_____
Department
Date Signed: _____

ATTEST:
Ingrid Rex, Interim City Secretary

By: _____

Approved as to Legal Form:
Authorized Signature

By: _____

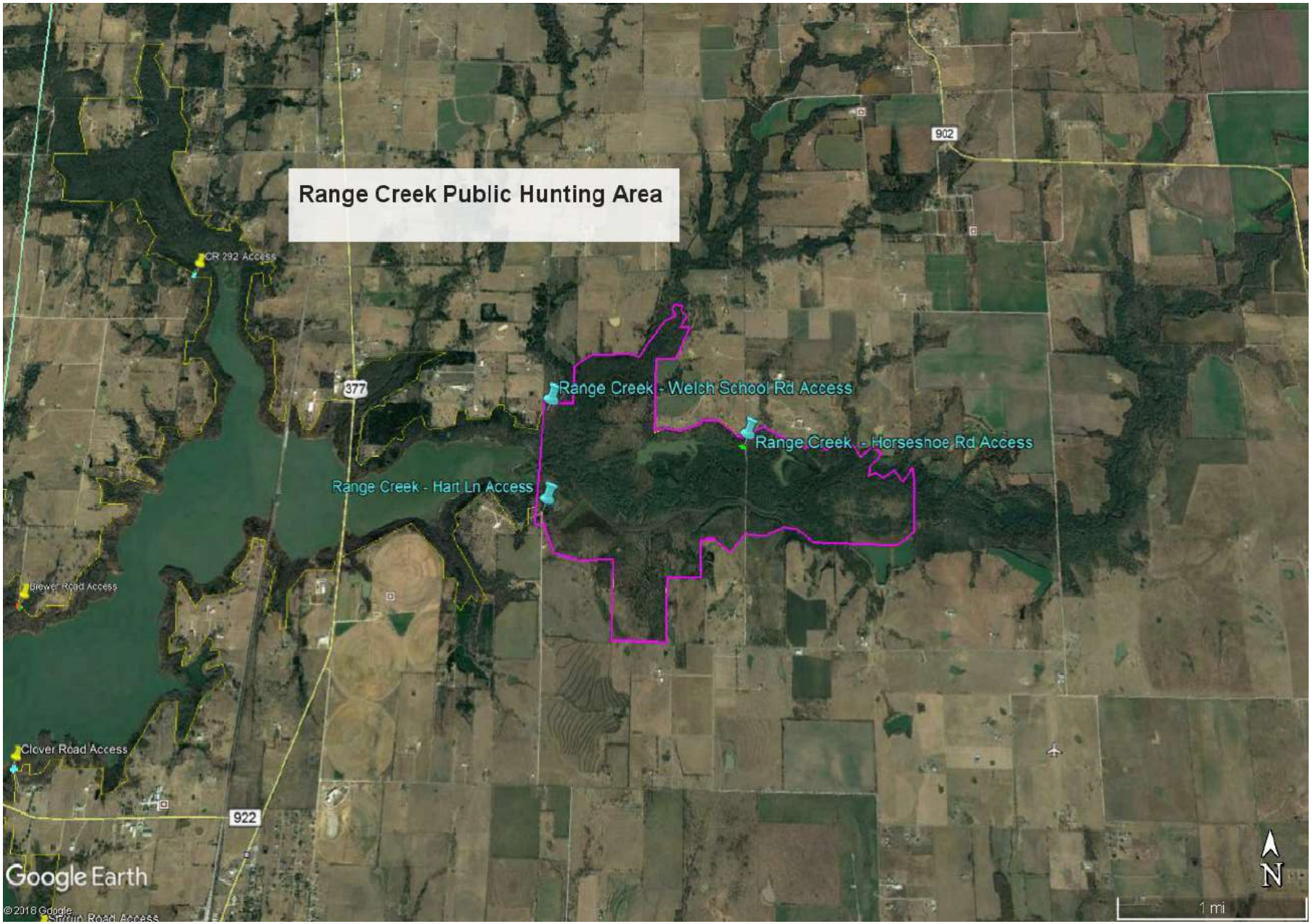
TEXAS PARKS & WILDLIFE DEPARTMENT

Alan Cain (Jul 23, 2025 08:27:15 CDT)

By: Alan Cain, Director of Wildlife Division

Jul 23, 2025
Date

Exhibit A: Range Creek Public Hunting Area (453 acres) with Access Points



ORDINANCE NO: _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A COOPERATIVE AGREEMENT WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT ESTABLISHING THE RANGE CREEK PUBLIC HUNTING AREA; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City of Denton ("City") and Texas Parks and Wildlife Department ("TPWD") originally entered into Project Cooperative Agreement for the Range Creek Wetlands on August 23, 2001; and

Whereas, the City and TPWD seek to continue a project partnership; and

Whereas, the City and TPWD are interested in protecting existing wetlands and preserving public hunting within the Range Creek Public Hunting Area ("RCPHA"); and

Whereas, TPWD will operate the RCPHA as a portion of the Ray Roberts Public Hunting Lands ("RRPHL"); and

Whereas, TPWD will facilitate improvements to RCPHA access points and will administer public hunting permits for the RRPHL, including the RCPHA; and

Whereas, TPWD will ensure that all public hunting rules, regulations, and guidelines are enforced; and

Whereas, public activities, other than hunting will be determined and administered by the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager, or his designee, is hereby authorized to execute on behalf of the City the Cooperative Agreement between the City of Denton and Texas Parks and Wildlife establishing the Range Creek Public Hunting Area, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or his designee, is further authorized to carry out all duties and obligations to be performed by the City under the Agreement.

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
Chris Watts, Mayor:	_____	_____	_____	_____

Gerard Hudspeth, District 1:	_____	_____	_____	_____
Keely G. Briggs, District 2:	_____	_____	_____	_____
Don Duff, District 3:	_____	_____	_____	_____
John Ryan, District 4:	_____	_____	_____	_____
Deb Armintor, At Large Place 5:	_____	_____	_____	_____
Paul Meltzer, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2019.

_____
CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____

COOPERATIVE AGREEMENT
Between
CITY OF DENTON and
TEXAS PARKS AND WILDLIFE DEPARTMENT
Establishing the
RANGE CREEK PUBLIC HUNTING AREA
1/1/19

INTRODUCTION

This Cooperative Agreement (the "Agreement") between the City of Denton, a Texas home-rule municipal corporation ("Denton"), and Texas Parks and Wildlife Department ("TPWD") is for the designation and management of the Range Creek Public Hunting Area ("RCPHA") and is to be effective beginning January 1, 2019, or upon signature by both parties, whichever is later, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code.

1. AREA DESCRIPTION

The parties hereby designate the following land as the RCPHA, an area to be administered as part of a public hunting program, along with the adjacent Lake Ray Roberts Public Hunting Area (RRPHA). The RCPHA consists of wetlands, flood plains, dry land, and shoreline, northeast of and adjacent to the waters of Lake Ray Roberts (formerly Aubrey Lake). RCPHA is under U.S. Army Corps of Engineers ("USACE") ownership.

The RRPHA is depicted in a map in Exhibit A. The RCPHA is depicted in a map in Exhibit B, and described in contract #DACW63-80-C-0107, CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF DENTON TEXAS FOR RECREATIONAL DEVELOPMENT AT AUBREY AND LEWISVILLE LAKES, TEXAS.

2. SCOPE

It is agreed that:

A. Denton and TPWD enter into this Agreement to help protect wetlands and surrounding area, and to preserve public hunting within the RCPHA. The parties understand that, without this Agreement, the users and the habitat in RCPHA could be negatively impacted by a lack of rules, guidelines, and oversight for public use

B. TPWD will operate the RCPHA as a portion of the Ray Roberts Public Hunting Lands ("RRPHL"). .

C. TPWD will develop and/or improve public access points at three locations, as more fully described in Exhibit C attached hereto, and will administer public hunting permits for the RRPHL area, including the RCPHA.

D. TPWD will administer public hunting on the RRPHL, including RCPHA, under regulations established by the Public Lands Proclamation and specified in the most recent edition of the Public Hunting Lands Map Booklet.

E. Hunting for designated legal species by defined means and dates as specified in the current Public Hunting Lands Map Booklet shall be allowed on the RRPHL, including the RCPHA

F. Persons hunting on the RRPHL and RCPHA must possess a valid TPWD hunting license and a current Annual Public Hunting Permit.

G. Public activities, other than hunting, in the RCPHA will be determined and administered by Denton and will not be subject to regulations established by the Public Lands Proclamation as specified in the current Public Hunting Lands Map Booklet.

H. TPWD shall retain revenue generated from the sale of Annual Public Hunting Permits for hunting activity on the RRPHL and RCPHA.

I. TPWD may work with a non-profit conservation organization to complete any and all maintenance, public access needs, and improvements associated with RCPHA and RRPHL as outlined in this Agreement.

J. This Agreement is executed for the mutual consent and agreements to obligations herein between Denton and TPWD, and shall not require the payment of funds, goods, or services by either party to the other party.

3. RESPONSIBILITIES

Under this Agreement, it will be the responsibility of TPWD to:

A. Adopt season dates, methods, and rules for public hunts from TPWD established county wide seasons and bag limits, under the authority of Chapter 81, Parks and Wildlife Code.

B. Develop or enhance public access points at three locations at Range Creek as described in Exhibit C.

C. Provide, erect, and maintain boundary markers sufficient to identify the RCPHA as part of the RRPHL.

D. Provide for enforcement of state wildlife laws on the public hunting area.

E. Promulgate public hunting area rules and regulations pertaining to the harvest of game species.

4. JOINT RESPONSIBILITIES - TEXAS PARKS AND WILDLIFE DEPARTMENT/CITY OF DENTON

Under this Agreement, it will be the joint responsibility of both Denton and TPWD to:

A. Conduct surveillance of the RCPHA, as appropriate, and report items of concern to the responsible agency.

B. Provide information to the public regarding hunting and general use regulations applicable to the public hunting area.

C. Retain records related to this agreement for a minimum of four (4) years after its expiration.

5. TERM

This agreement shall become effective Janury 1, 2018, or upon signature by both parties, whichever is later, and shall terminate on April 30, 2025.

An extension to this agreement may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

6. MISCELLANEOUS PROVISIONS

Texas Public Information Act: Denton is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If Denton receives any requests for information created pursuant to or that pertains to this contract, Denton will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.

Termination for Default: Either party may, by written notice of default to the other party, terminate this Contract, in whole or in part, for cause if said party fails to perform in full compliance with the contract requirements, through no fault of the non-defaulting party. The non-defaulting party will provide a thirty (30) day written notice of termination to the defaulting party of intent to terminate, and will provide the defaulting party with an opportunity for consultation with the non-defaulting party prior to termination.

Other Law: The parties will comply with all applicable law and regulations in acting under this Agreement and all subagreements.

Entire Agreement Modifications: The Agreement supersedes all prior agreements, written or oral, between Denton and TWPD and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TWPD and Denton.

Venue and Governing Law: This Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

Executed this_____ day of January, 2019, by the undersigned, duly authorized individuals on behalf of their respective agencies.

CITY OF DENTON

_____ _____
By: Todd Hileman, City Manager Date

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED

as to financial and operational
obligations and business terms.

_____
Signature
General Manager - Utilities
Title
Utilities
Department
Date Signed: 1-2-2019

ATTEST:
Jennifer Walters, City Secretary

By: _____

Approved as to Legal Form:
Aaron Leal, City Attorney

By: _____

TEXAS PARKS & WILDLIFE DEPARTMENT

By: _____ _____
Clayton Wolf, Director of Wildlife Division Date

Exhibit A

Lake Ray Roberts

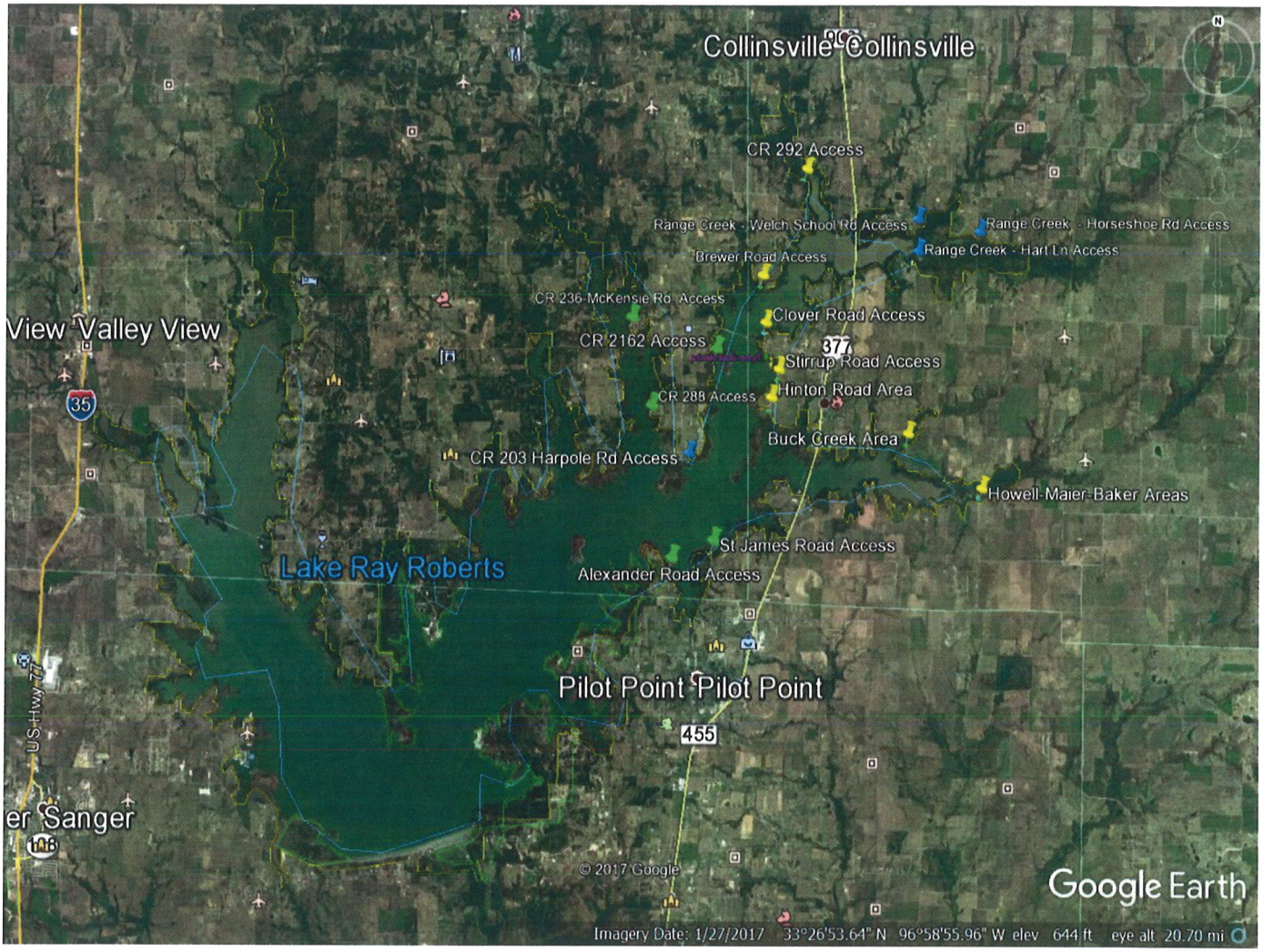


EXHIBIT B

Range Creek Public Hunting Area

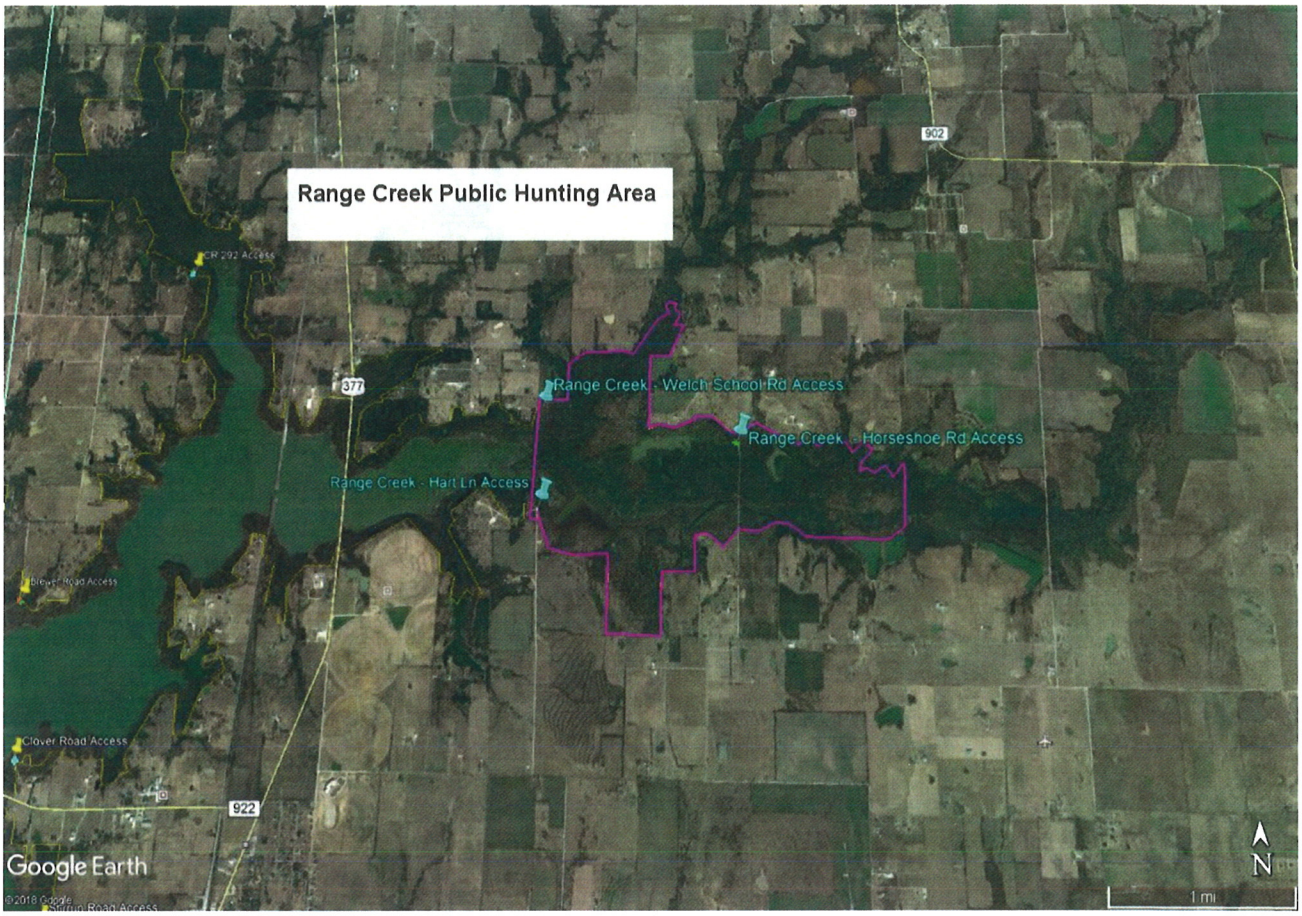


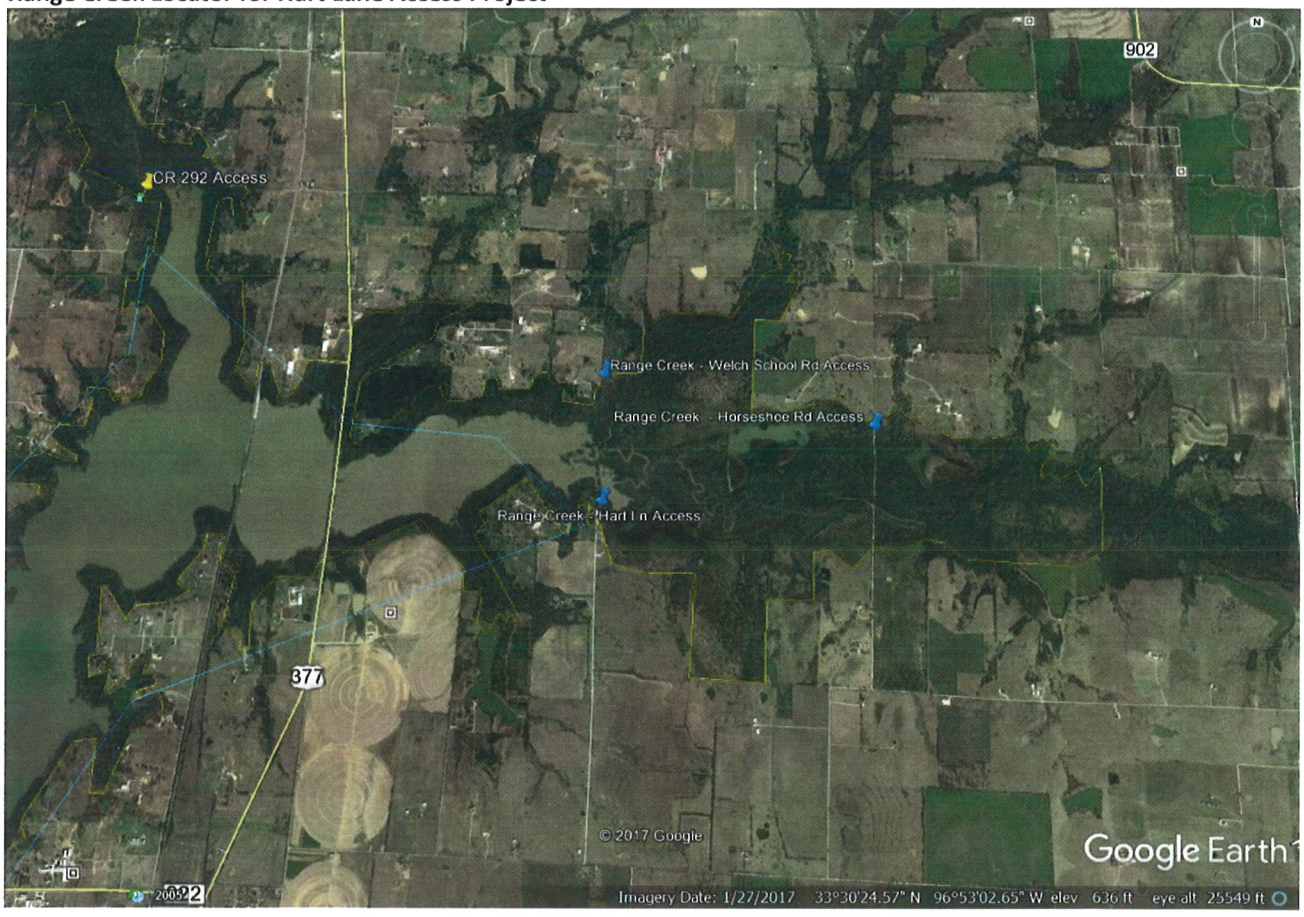
EXHIBIT C

Range Creek Public Hunting Access Projects

The following access project plans are included in the current 2018 Annual Plan for the Ray Roberts Public Hunting Area (Lands).

Project #7
Hart Lane Access Project – GPS Location: __33° 30' 12.12 North by 95° 53' 17.03 West
See attached pictures, designs and descriptions provided below. All project elements are approximate in the described size, scope and location.
All items of work will be accomplished, using materials and workmanship of equal or better quality as those typically used on public access points for similar project installations at the Lake Ray Roberts project. In the event that such materials are not available, then new or replacement materials must be of a quality and installed with methods and workmanship, according to the attached Appendix A - U.S. Army Corps of Engineers Specifications for Vegetation Clearing, Fence and Gate Building.
Range Creek Locator for Hart Lane Access
Debris/trash Cleanup/removal
There is some household trash/debris, etc. required to be removed from this area, both in the parking area, at the trail(s) entry.
Signage
A sign to identify the access location should be placed at the parking area.

Range Creek Locator for Hart Lane Access Project



Vegetation Management
Clear encroaching vegetation from parking area. Do not cut down or remove trees without specific permission/approval to do so on a case-by-case basis. Using loppers to trim brush and limbs is okay, as long as any cuts to tree limbs are sprayed or painted with an appropriate pruning treatment spray.

Parking Area
The parking area appears to be in good condition. The access area requires installation of a new walk-thru and recondition of old existing walk-thru

Barbed Wire Fence
The barbed wire fence appears to be no longer necessary as there are no cattle on the property and there appears to be sufficient growth of trees and brush to exclude entry of vehicles outside of the parking area.

Hart Lane Access Project Plan:

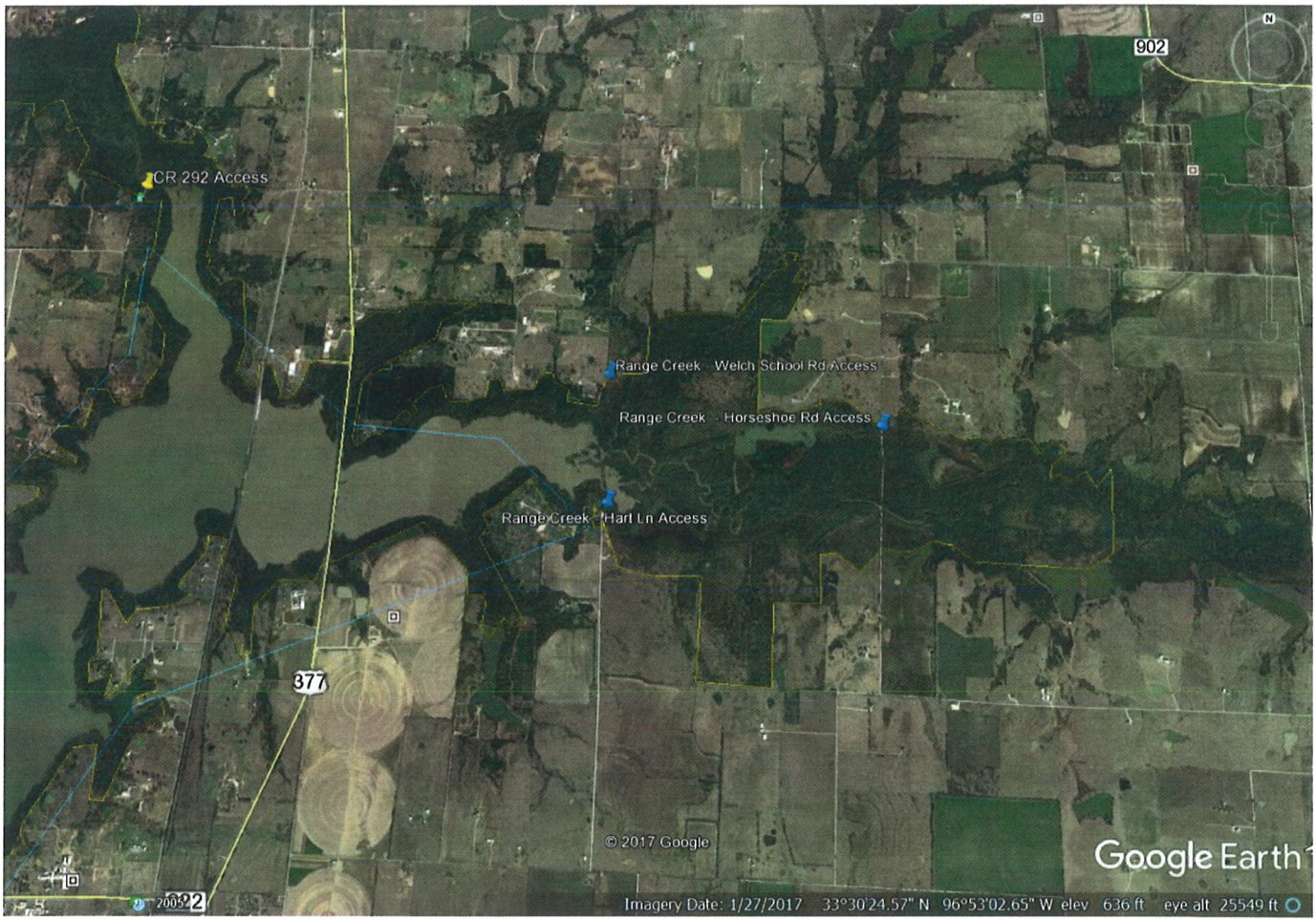
Project #8

Welsh School Road Access Project – GPS Location: __33° 30' 41.64 North by 96° 53' 16.99 West

See attached pictures, designs and descriptions provided below. All project elements are approximate in the described size, scope and location.

All items of work will be accomplished, using materials and workmanship of equal or better quality as those typically used on public access points for similar project installations at the Lake Ray Roberts project. In the event that such materials are not available, then new or replacement materials must be of a quality and installed with methods and workmanship, according to the attached Appendix A - U.S. Army Corps of Engineers Specifications for Vegetation Clearing, Fence and Gate Building.

Range Creek Locator for Welch School Road Access



Debris/trash Cleanup/removal
There is some household trash/debris, etc. required to be removed from this area, both in the parking area, and trail entry
Signage
A sign to identify the access location should be placed at the parking area
Vegetation Management
Clear encroaching vegetation from parking area. Do not cut down or remove trees without specific permission/approval to do so on a case-by-case basis. Using loppers to trim brush and limbs is okay, as long as any cuts to tree limbs are sprayed or painted with an appropriate pruning treatment spray.
Parking Area
This parking area appears to be in good surface condition.

Welsh School Road Access Project Plan:

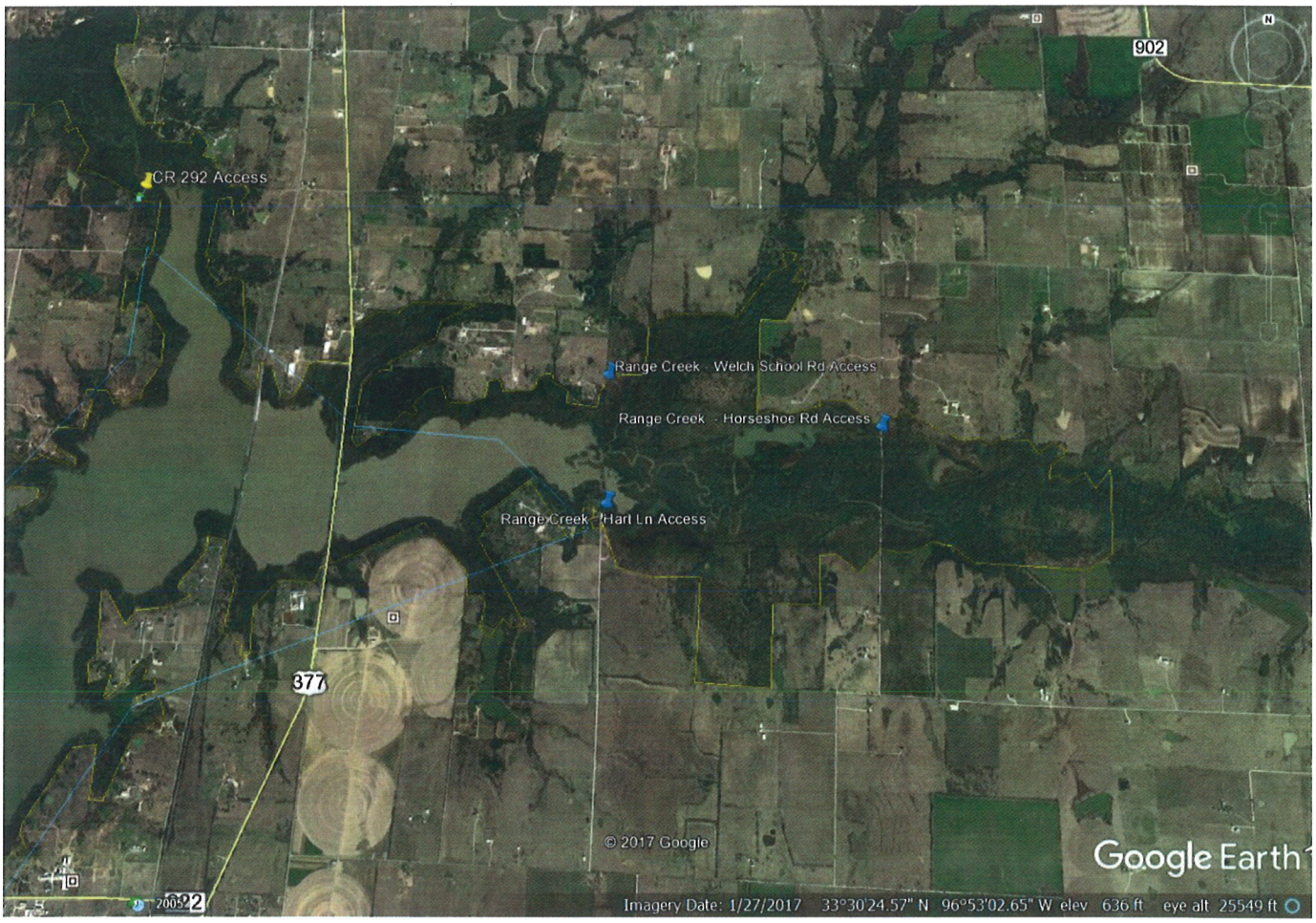
Project #9

Horse Shoe Road Access Project – GPS Location: __33° 30' 30.20 North by 96° 52' 03.29 West

See attached pictures, designs and descriptions provided below. All project elements are approximate in the described size, scope and location.

All items of work will be accomplished, using materials and workmanship of equal or better quality as those typically used on public access points for similar project installations at the Lake Ray Roberts project. In the event that such materials are not available, then new or replacement materials must be of a quality and installed with methods and workmanship, according to the attached Appendix A - U.S. Army Corps of Engineers Specifications for Vegetation Clearing, Fence and Gate Building.

Horseshoe Road Access Locator



Debris/trash Cleanup/removal

There is some household trash/debris, etc. required to be removed from this area, both in the parking area, and at the trail entry.

Signage

A sign to identify the access location should be placed on the road.

Vegetation Management

Clear encroaching vegetation from the new parking area. Do not cut down or remove trees without specific permission/approval to do so on a case-by-case basis. Using loppers to trim brush and limbs is okay, as long as any cuts to tree limbs are sprayed or painted with an appropriate pruning treatment spray.

Parking Area

This Public Access point on Horseshoe Road Area at Lake Ray Roberts, requires installation of a 5,000 sq ft parking area, with pipe fence surrounding the parking area and leaving an open drive in/out. It will provide as follows:

1) Install 5,000 sq ft road base parking surface.
2) Install approx. 290 feet of pipe fence around 5,000 sq ft parking area.
3) Install a visitor "walk-thru" on the northwest corner, for foot traffic to trail.
4) Assess advisability of installing another visitor walk thru on the east side of Horseshoe Rd., across from the new parking area.
5) Install an "emergency vehicle gate" on the north side to allow emergency vehicle entry. This gate should swing and be lockable.

Horse Shoe Road Access Project Plan:

File #: ID 25-1365, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **POLICE**

CM/ DCM/ ACM: **Sara Hensley, City Manager**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

The Children's Advocacy Center for North Texas (CACNT) is a non-profit agency that assists the Denton Police Department with the investigation and prosecution of child abuse cases within Denton County. CACNT uses a multidisciplinary response to consolidate law enforcement, Child Protective Services, prosecutors, therapists, and volunteers in one location to help minimize the trauma experienced by victims of child abuse. CACNT also provides free counseling services to abused children and their family members. This approach has become the gold standard for investigating child abuse. The CACNT does not bill law enforcement for its services, but rather makes an annual request to participating municipalities to bridge the gap for the remaining "fair share" of funding based on services received. The fair share is calculated by multiplying the police department's percentage of services received from CACNT by the expenses remaining after subtracting federal and state funding, and special event/fundraising expenses from total agency expenses for the previous fiscal year.

RECOMMENDATION

Staff recommends approval of the agreement.

PRIOR ACTION/REVIEW

On September 26, 2023, the City Council approved Ordinance 23-1557 in the amount of $226,292.
On September 24, 2024, the City Council approved Ordinance 24-1646 in the amount of $233,280.

FISCAL INFORMATION

These services will be funded from operating account 310102.7762. The budgeted amount for this item is $215,520.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 - Ordinance & Agreement

Respectfully submitted:
Jessica Robledo
Chief of Police

Prepared by:
Karisa Richards
Senior Executive Assistant

ORDINANCE NO. _____

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.

WHEREAS, the Children's Advocacy Center for North Texas is a non-profit corporation, (the "Organization") that aids the City of Denton Police Department of investigation of child abuse cases and provides client and clinical services to victims of child abuse and non-offending families members from the City of Denton, Texas (the "Program"); and

WHEREAS, the Organization and the City of Denton desire to enter into an agreement to provide for the continuance of the Program in substantially the same form as the agreement attached hereto and made a part hereof by reference (the "Public Service Agreement"); and

WHEREAS, the Program is a part of the City's community development program as authorized by Chapter 373 of the Local Government Code and it helps to eliminate conditions detrimental to the public health and safety by providing opportunities and services to low to moderate persons in Denton that would otherwise not be available; and

WHEREAS, the Program and the Public Service Agreement are necessary to preserve and protect the public health and safety of the City's residents by helping to ensure that assistance is provided to aid in the investigation of child abuse cases and that victims of child abuse and non-offending family members have adequate client and clinical services; and

WHEREAS, City Council finds that if the Program and the Public Service Agreement are not available, families would be at risk of further abuse and trauma, thereby creating a substantial health and safety risk for citizens of Denton; and

WHEREAS, the Program is supervised and administered by professional personnel which maintain licenses as counselors or social workers; and

WHEREAS, City Council finds that the Public Service Agreement and the expenditures provided for in the Agreement are exempt from competitive bidding as a procurement necessary to preserve or protect the public health or safety of the City's residents under Section 252.022(a)(2) of the Local Government Code and as a procurement for professional services under Section 252.022(a)(4) of the Local Government Code; and

WHEREAS, the City Council of the City of Denton hereby finds that the Program and the Public Service Agreement serve important municipal and public purposes and are in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager is hereby authorized to execute the Public Service Agreement, attached hereto and incorporated herein, and to carry out the duties and responsibilities of the City under the Public Service Agreement, including the expenditure of funds not to exceed $215,520.

SECTION 3. 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
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: _____

Exhibit "A"

2025-2026 SERVICE AGREEMENT BETWEEN THE CITY OF DENTON, TEXAS AND CHILDREN'S ADVOCACY CENTER FOR NORTH TEXAS

This Agreement is hereby entered into by and between the City of Denton, Texas, a Texas municipal corporation, hereinafter referred to as "City", and Children's Advocacy Center for North Texas, 1854 Cain St., Lewisville, TX, 75077, a not for profit corporation, hereinafter referred to as "Organization."

WHEREAS, the Denton Police Department has reviewed the proposal for services and has determined that Organization performs an important service for the residents of Denton without regard to race, religion, color, age or national origin, and recommends the purchase of services; and

WHEREAS, City has determined that the proposal for services merits assistance and can provide needed services to citizens of City and has provided funds in its budget for the purpose of paying for contractual services; and

WHEREAS, City has designated the Denton Police Department with assistance from the Community Development Division as the department responsible for the administration of this Agreement and all matters pertaining thereto; and

NOW, THEREFORE, the parties hereto agree, and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the conditions hereinafter described.

I. TERM

This Agreement shall commence on or as of October 1, 2025, and shall terminate on September 30, 2026, unless sooner terminated in accordance with Section XIII "Termination."

II. RESPONSIBILITIES

Organization hereby accepts the responsibility for the performance of all services and activities described in the Scope of Services attached hereto as Exhibit "A," and incorporated herein by reference, in a satisfactory and efficient manner as determined by City, in accordance with the terms herein. City will consider Organization's executive officer to be Organization's representative responsible for the management of all contractual matters pertaining hereto, unless written notification to the contrary is received from Organization and approved by City.

The Denton Chief of Police or designee will be City's representative responsible for the administration of this Agreement.

The Organization certified that the beneficiaries of the activities to be provided MUST reside in the City of Denton. Eligibility documentation must be included in each client's file.

III. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of funds from City, Organization agrees to the following terms and conditions:

A. Two hundred fifteen thousand five hundred twenty dollars ($215,520) may be paid to Organization by City, and the only expenditures reimbursed from these funds, shall be those in accordance with the project budget, attached hereto as Exhibit "B" and incorporated herein by reference, for those expenses listed in the scope of services as provided herein. Organization shall not utilize these funds for any other purpose.

B. It will establish, operate, and maintain an account system for this program that will allow for a tracing of funds and a review of the financial status of the program.

C. It will permit authorized officials of City to review its books at any time.

D. It will reduce to writing all of its rules, regulations, and policies and file a copy with City's Police Department along with any amendments, additions, or revisions whenever adopted.

E. It will not enter into any contracts that would encumber City funds for a period that would extend beyond the term of this Agreement.

F. It will promptly pay all bills when submitted unless there is a discrepancy in a bill; any errors or discrepancies in bills shall be promptly reported to the Denton Police Department or their appointed representative in Community Development.

G. It will appoint a representative who will be available to meet with City officials when requested.

H. It will indemnify and hold harmless City from any and all claims and suits arising out of the activities of Organization, its employees, and/or contractors.

I. It will submit to City copies of year-end audited financial statements.

IV. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

A. Organization shall comply with all applicable federal laws, laws of the State of Texas and ordinances of the City of Denton.

V. REPRESENTATIONS

A. Organization assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of Organization, do hereby warrant and guarantee that he, she, or they have been fully authorized by Organization to execute this Agreement on behalf of Organization and to validly and legally bind Organization to all terms, performances and provisions herein set forth.

C. City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Organization or the person signing the Agreement to enter into this Agreement. Organization is liable to City for any money it

has received from City for performance of the provisions of this Agreement if City has suspended or terminated this Agreement for the reasons enumerated in this Section.

D. Organization agrees that the funds and resources provided Organization under the terms of this Agreement will in no way be substituted for funds and resources from other sources, nor in any way serve to reduce the resources, services, or other benefits which would have been available to, or provided through, Organization had this Agreement not been executed.

VI. PERFORMANCE BY ORGANIZATION

Organization will provide, oversee, administer, and carry out all of the activities and services set out in the scope of services, attached hereto and incorporated herein for all purposes as Exhibit "A," utilizing the funds described in Exhibit "B," attached hereto and incorporated herein for all purposes and deemed by both parties to be necessary and sufficient payment for full and satisfactory performance of the program, as determined solely by City and in accordance with all other terms, provisions and requirements of this Agreement.

No modifications or alterations may be made in the Scope of Services without the prior written approval of the City's Chief of Police.

VII. PAYMENTS

A. Payments to Organization. City shall pay to Organization a maximum amount of money not to exceed Two hundred fifteen thousand five hundred twenty dollars ($215,520) for services rendered under this Agreement. City will pay these funds on a reimbursement basis to Organization within 15 days after City has received supporting documentation. Organization's failure to request reimbursement on a timely basis may jeopardize present or future funding.

B. Excess Payment. Organization shall refund to City within ten working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines:

1. has resulted in overpayment to Organization; or
2. has not been spent strictly in accordance with the terms of this Agreement; or
3. is not supported by adequate documentation to fully justify the expenditure.

C. Organization's reimbursement request for any one-month period will not exceed one-tenth (1/10) of any budgeted line items for costs as specified in Exhibit "B."

D. De-obligation of Funds/Reversion of Assets. In the event that actual expenditures deviate from Organization's provision of a corresponding level of performance, as specified in Exhibit "A," City hereby reserves the right to re-appropriate or recapture any such under expended funds. If City finds that Organization is unwilling and/or unable to comply with any of the terms of this Contract, City may require a refund of any and all money expended pursuant to this Contract by Organization, as well as any remaining unexpended funds which shall be refunded to City within ten working days of a written notice to Organization to revert these financial assets. The reversion of these financial assets shall be in addition to any other remedy available to City either at law or in equity for breach of this Contract.

E. Contract Close Out. Organization shall submit the contract close out package to City, together with a final expenditure report, for the time period covered by the last invoice requesting reimbursement of funds under this Agreement, within 15 working days following the close of the contract period. Organization shall utilize the form agreed upon by City and Organization.

VIII. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial condition of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said date, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravene or are in conflict with the authority under which Organization is doing business or with the provisions of any existing indenture or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization is subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by Organization to City.

G. Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

IX. COVENANTS

A. During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, Organization shall not, without the prior written consent of the Community Development Administrator or her authorized representative:

1. Mortgage, pledge, or otherwise encumber or suffer to be encumbered, any of the assets of Organization now owned or hereafter acquired by it, or permit any pre-existing mortgages, liens, or other encumbrances to remain on, or attached to, any assets of Organization which are allocated to the performance of this Agreement and with respect to which City has ownership hereunder.

2. Sell, assign, pledge, transfer or otherwise dispose of accounts receivables, notes or claims for money due or to become due.

3. Sell, convey, or lease all or substantial part of its assets.

4. Make any advance or loan to, or incur any liability for any other firm, person, entity or corporation as guarantor, surety, or accommodation endorser.

5. Sell, donate, loan or transfer any equipment or item of personal property purchased with funds paid to Organization by City, unless City authorizes such transfer.

X. ALLOWABLE COSTS

A. Costs shall be considered allowable only if incurred directly and specifically in the performance of and in compliance with this Agreement and in conformance with the standards and provisions of Exhibits "A" and "B."

B. Approval of Organization's budget, Exhibit "B," does not constitute prior written approval, even though certain items may appear herein. City's prior written authorization is required in order for the following to be considered allowable costs:

1. Encumbrances or expenditures during any one-month period which exceeds one-tenth 1/10 of the total budget as specified in Exhibit "B."

2. City shall not be obligated to any third parties, including any subcontractors of Organization, and City funds shall not be used to pay for any contract service extending beyond the expiration of this Agreement.

3. Out of town travel.

4. Any alterations or relocation of the facilities on and in which the activities specified in Exhibit "A" are conducted.

5. Any alterations, deletions or additions to the Personnel Schedule incorporated in Exhibit "B."

6. Costs or fees for temporary employees or services.

7. Any fees or payments for consultant services.

8. Fees for attending out of town meetings, seminars or conferences.

Written requests for prior approval are Organization's responsibility and shall be made within sufficient time to permit a thorough review by City. Organization must obtain written approval by City prior to the commencement of procedures to solicit or purchase services, equipment, or real or personal property. Any procurement or purchase which may be approved under the terms of this Agreement must be conducted in its entirety in accordance with the provisions of this Agreement.

C. Expenditures will not be reimbursed to Organization for the purchase of real property or equipment. These are not allowable costs under this agreement.

XI. MAINTENANCE OF RECORDS

A. Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of the funds received under this Agreement, in compliance with the

provisions of Exhibit "B," attached hereto, and with any other applicable Federal and State regulations establishing standards for financial management. Organization's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Nothing in this Section shall be construed to relieve Organization of fiscal accountability and liability under any other provision of this Agreement or any applicable law. Organization shall include the substance of this provision in all subcontracts.

B. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the operation of programs and expenditures of funds under this Agreement for five years.

C. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records, which clearly reflect the level and benefit of services, provided under this Agreement.

D. At any reasonable time and as often as City may deem necessary, the Organization shall make available to City, or any of their authorized representatives, all of its records and shall permit City, or any of their authorized representatives to audit, examine, make excerpts and copies of such records, and to conduct audits of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and all other data requested by said representatives.

XII. REPORTS AND INFORMATION

At such times and in such form as City may require, Organization shall furnish such statements, records, data and information as City may request and deem pertinent to matters covered by this Agreement.

Organization shall submit quarterly beneficiary and financial reports to City no less than once each three months. The beneficiary report shall detail client information, including race, income, female head of household and other statistics required by City. The financial report shall include information and data relative to all programmatic and financial reporting as of the beginning date specified in Section 1 of this Agreement.

Unless the City has granted a written exemption, Organization shall submit an audit conducted by independent examiners with ten days after receipt of such.

XIII. MONITORING & EVALUATION

Organization agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Organization agrees that City may carry out monitoring and evaluation activities to ensure adherence by Organization to the Scope of Services, and Program Goals and Objectives, which are attached hereto as Exhibit "A," as well as other provisions of this Agreement. Organization agrees to cooperate fully with City and provide data determined by City to be necessary for City to effectively fulfill its monitoring and evaluation responsibilities. Organization agrees to cooperate in such a way so as not to obstruct or delay city in such monitoring and to designate one of its staff to coordinate the monitoring process as requested by City staff. Organization agrees to make

available its financial records for review by City at City's discretion. In addition, Organization agrees to provide City the following data and reports, or copies thereof:

A. All external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten days of receipt.

B. All external or internal evaluation reports.

C. Quarterly performance/beneficiary reports to be submitted in January, April, July, and September, to include such information as requested by the City including but not limited to: number of persons or households assisted, race, gender, disability status and household income. Beneficiary reports shall be due to City within 15 working days after the completion of each quarter.

D. Organization agrees to submit no less than once each three months financial statements. Each statement shall include current and year-to-date period accounting of all revenues, expenditures, outstanding obligations and beginning and ending balances. Financial reports shall be due to City within 15 working days after the completion of each quarter.

E. An explanation of any major changes in program services.

F. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of funds received and the services performed under this Agreement. Organization's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the services provided and expenditure of funds under this Agreement for the period of time and under the conditions specified by the City.

G. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records, which clearly reflect the level and benefit of services, provided under this Agreement.

XIV. DIRECTORS' MEETINGS

During the term of this Agreement, Organization shall deliver to City copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to City in a timely manner to give adequate notice and shall include an agenda and a brief description of the matters to be discussed. Organization understands and agrees that City's representatives shall be afforded access to all meetings of its Board of Directors.

Minutes of all meetings of Organization's governing body shall be available to City within ten days after Board approval.

XV. INSURANCE

A. Organization shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for services offered under this Agreement.

B. The premises on and in which the activities described in Exhibit “A” are conducted, and the employees conducting these activities, shall be covered by premise liability insurance, commonly referred to as “Owner/Tenant” coverage with City named as an additional insured. Upon request of Organization, City may, at its sole discretion, approve alternate insurance coverage arrangements.

C. Organization will comply with applicable workers' compensation statues and will obtain employers' liability coverage where available and other appropriate liability coverage for program participants, if applicable.

D. Organization will maintain adequate and continuous liability insurance on all vehicles owned, leased or operated by Organization. All employees of Organization who are required to drive a vehicle in the normal scope and course of their employment must possess a valid Texas driver's license and automobile liability insurance. Evidence of the employee's current possession of a valid license and insurance must be maintained on a current basis in Organization's files.

E. Actual losses not covered by insurance as required by this Section are not allowable costs under this Agreement and remain the sole responsibility of Organization.

F. The policy or policies of insurance shall contain a clause which requires that City and Organization be notified in writing of any cancellation of change in the policy at least 30 days prior to such change or cancellation.

XVI. CIVIL RIGHTS / EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

A. Organization shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. The Organization shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, age or disability. The Organization will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. Organization shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. The Organization agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

C. Organization will furnish all information and reports requested by the City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state and Federal rules and regulations.

D. In the event of Organization's non-compliance with the non-discrimination requirements, City may cancel or terminate the Agreement in whole or in part, and Organization may be barred from further contracts with City.

XVII. PERSONNEL POLICIES

Personnel policies shall be established by ORGANIZATION and shall be available for examination. Such personnel policies shall:

A. Be no more liberal than CITY's personnel policies, procedures, and practices, including policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation and sick leave privileges, and travel; and

B. Be in writing and shall be approved by the governing body of Organization and by City.

XVIII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself/herself, or others; particularly those with which he/she has family, business, or other ties.

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest in any corporation, partnership, or association in which he or she has a direct or indirect interest.

XIX. NEPOTISM

Organization shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by Organization, or is a member of Organization's governing board. The term "member of immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, in-laws, aunt, uncle, nephew, niece, stepparent, stepchild, half-brother and half-sister.

XX. PUBLICITY

A. Where such action is appropriate, Organization shall publicize the activities conducted by Organization under this Agreement. In any news release, sign, brochure, or other advertising medium, disseminating information prepared or distributed by or for Organization, the advertising medium shall state that City of Denton funding has made the services possible.

XXI. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.

B. Organization may not make changes to the budget set forth in Exhibit "B" without prior written approval of the Police Chief. Organization shall request, in writing, the budget revision in a form prescribed by City, and such request for revision shall not increase the total monetary obligation of City under this Agreement. In addition, budget revisions cannot significantly change the nature, intent, or scope of the program funded under this Agreement.

C. Organization will submit revised budget and program information, whenever the level of funding for Organization or the program(s) described herein is altered according to the total levels contained in any portion of Exhibit "B."

D. It is understood and agreed by the parties hereto that changes in the State, Federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto, and shall become a part of the Agreement on the effective date specified by the law or regulation.

E. City may, from time to time during the term of the Agreement, request changes in Exhibit "A" which may include an increase or decrease in the amount of Organization's compensation. Such changes shall be incorporated in a written amendment hereto, as provided in Subsection A of this Section.

F. Any alterations, deletions, or additions to the Contract Budget Detail incorporated in Exhibit "B" shall require the prior written approval of City.

G. Organization agrees to notify City of any proposed change in physical location for work performed under this Agreement at least 30 calendar days in advance of the change.

H. Organization shall notify City of any changes in personnel or governing board composition.

I. It is expressly understood that neither the performance of Exhibit "A" for any program contracted hereunder nor the transfer of funds between or among said programs will be permitted.

XXII. SUSPENSION OF FUNDING

Upon determination by City of Organization's failure to timely and properly perform each of the requirements, time conditions and duties provided herein, City, without limiting any rights it may otherwise have, may, at its discretion, and upon ten working days written notice to Organization, withhold further payments to Organization. Such notice may be given by mail to the Executive Officer and the Board of Directors of Organization. The notice shall set forth the default or failure alleged, and the action required for cure.

The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed 30 calendar days. At the end of the suspension period, if City determines the default or deficiency has been satisfied, Organization may be restored to full compliance

status and paid all eligible funds withheld or impounded during the suspension period. If however, City determines that Organization has not come into compliance, the provisions of Section 25 may be effectuated.

XXIII. TERMINATION

A. City may terminate this Agreement for cause under any of the following reasons or for other reasons not specifically enumerated in this paragraph:

1. Organization's failure to attain compliance during any prescribed period of suspension as provided in Section XXII.

2. Organization's failure to materially comply with any of the terms of this Agreement.

3. Organization's violation of covenants, agreements or guarantees of this Agreement.

4. Termination or reduction of funding by the City of Denton.

5. Finding by City that Organization:

a. is in such unsatisfactory financial condition as to endanger performance under this Agreement;

b. has allocated inventory to this Agreement substantially exceeding reasonable requirements;

c. is delinquent in payment of taxes, or of costs of performance of this Agreement in the ordinary course of business.

6. Appointment of a trustee, receiver or liquidator for all or substantial part of Organization's property, or institution of bankruptcy, re-Organization, rearrangement of or liquidation proceedings by or against Organization.

7. Organization's inability to conform to changes required by Federal, State and local laws or regulations as provided in Section IV and Section XXI, of this Agreement.

8. The commission of an act of bankruptcy.

9. Organization's violation of any law or regulation to which Organization is bound or shall be bound under the terms of the Agreement.

City shall promptly notify Organization in writing of the decision to terminate and the effective date of termination. Simultaneous notice of pending termination may be made to other funding source specified in Exhibit "B."

B. City may terminate this Agreement for convenience at any time. If City terminates this Agreement for convenience, Organization will be paid an amount not to exceed the total of accrued expenditures as of the effective date of termination. In no event will this compensation exceed an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of Organization covered by the Agreement, less payments previously made.

C. Organization may terminate this Agreement in whole or in part by written notice to City, if a termination of outside funding occurs upon which Organization depends for performance hereunder. Organization may opt, within the limitations of this Agreement, to seek an alternative funding source, with the approval of City, provided the termination by the outside funding source was not occasioned

by a breach of contract as defined herein or as defined in a contract between Organization and the funding source in question.

Organization may terminate this Agreement upon the dissolution of Organization's Organization not occasioned by a breach of this Agreement.

D. Upon receipt of notice to terminate, Organization shall cancel, withdraw or otherwise terminate any outstanding orders or subcontracts, which relate to the performance of this Agreement. City shall not be liable to Organization or Organization's creditors for any expenses, encumbrances or obligations whatsoever incurred after the termination date listed on the notice to terminate referred to in this paragraph.

E. Notwithstanding any exercise by City of its right of suspension or termination, Organization shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Organization, and City may withhold any reimbursement to Organization until such time as the exact amount of damages due to City from Organization is agreed upon or otherwise determined.

XXIV. NOTIFICATION OF ACTION BROUGHT

In the event that any claim, demand, suit or other action is made or brought by any person(s), firm, corporation or other entity against Organization, Organization shall give written notice thereof to City within two working days after being notified of such claim, demand, suit or other action. Such notice shall state the date and hour of notification of any such claim, demand, suit or other action; the names and addresses of the person(s), firm, corporation or other entity making such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding; and the name of any person(s) against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail.

XXV. INDEMNIFICATION

A. It is expressly understood and agreed by both parties hereto that City is contracting with Organization as an independent contractor and that as such, Organization shall save and hold City, its officers, agents and employees harmless from all liability of any nature or kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting in whole or in part from the performance or omission of any employee, agent or representative of Organization.

B. Organization agrees to provide the defense for, and to indemnify and hold harmless City its agents, employees, or contractors from any and all claims, suits, causes of action, demands, damages, losses, attorney fees, expenses, and liability arising out of the use of these contracted funds and program administration and implementation except to the extent caused by the willful act or omission of City, its agents or employees.

XXVI. NON-RELIGIOUS ACTIVITIES

The Organization will provide all services under this Agreement in a manner that is exclusively non-religious in nature and scope. There shall be no religious services, proselytizing, instruction or any other religious preference, influence or discrimination in connection with providing the services hereunder.

XXVII. MISCELLANEOUS

A. Organization shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust company or other financial institution without the prior written approval of City.

B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. All reports, documents, studies, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence and related material submitted by Organization shall become the property of City upon receipt.

D. Debarment**:** Organization certifies that they are not listed on the Excluded Parties List System (EPLS), which list the debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

E. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

F. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall an agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances or regulations, City as the party ultimately responsible, will have the final authority to render or to secure an interpretation.

H. For purposes of this Agreement, 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, addressed to Organization or City, as the case may be, at the following addresses:

City	Organization
City Manager City of Denton 215 E. McKinney Denton, Texas 76201	Children's Advocacy Center for North Texas Attn: Executive Director 1854 Cain Drive Lewisville, TX 75077

I. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court competent jurisdiction sitting in Denton County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2025.

CITY OF DENTON:
SARA HENSLEY, CITY MANAGER

BY: _____

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

CHILDREN'S ADVOCACY CENTER FOR NORTH TEXAS

BY: _____
EXECUTIVE DIRECTOR

ATTEST:

BY: _____
BOARD SECRETARY

Exhibit A
Scope of Services

The Scope of Services under this Agreement shall be as follows:

SECTION I – ACTIVITY

ORGANIZATION shall provide services to minimize the trauma of child abuse to the children and non-offending family members by offering victim services that include client and clinical services. Client Services provide justice and support by coordinating the investigative process among the Denton Police Department and partner agencies and by assisting families with crime victim services. The Clinical Services program provides specialized and comprehensive clinical services.

Beneficiaries of the services to be provided hereunder must reside in the City of Denton and ORGANIZATION shall provide services to child victims and their non-offending family members.

SECTION II – SERVICES

In order to complete the agreed upon activity ORGANIZATION shall provide the following services to child abuse victims, or children who have witness a violent crime, and non-offending family members:

- Provide facility and staff to coordinate the investigative process among the Denton Police Department and partner agencies and to conduct:

  Client Services:
  - on-site forensic interview and assessments
  - multidisciplinary case reviews to insure coordination and progress of investigations by partner agencies
  - social service referrals and assistance with victim compensation
  - social histories and support
  - liaison between the families and investigative agencies
  - referrals to community resources, and seasonal assistance programs

  Clinical Services:
  - individual, group, play and pet therapy
  - crisis counseling
  - consultation with the multidisciplinary team
  - court preparation services
  - psychological testing

SECTION III – UNIT OF SERVICE

A unit of service will be the tool by which the CITY and the ORGANIZATION can measure performance under this agreement. A unit of service shall be defined as client or clinical service for a child victim or non-offending family members including but not limited to the services as described in Section II – Services.

SECTION IV – GOALS

ORGANIZATION shall provide not less than 2,250 units of service to City of Denton residents during the contract year. The total number of units of service required constitutes the performance target for the ORGANIZATION under this Agreement. The ORGANIZATION will provide services to approximately 250 children ages zero to seventeen and non-offending family members during the term of this Agreement.

ORGANIZATION shall provide the services listed in this Agreement within the monetary limits contained in Exhibit "B," entitled "Budget", attached hereto and incorporated by reference herein. In no event shall compensation to the ORGANIZATION exceed the lesser of the ORGANIZATION'S costs attributable to the work performed as stated herein, or sum of two hundred fifteen thousand five hundred twenty dollars ($215,520).

SECTION V – OUTCOMES

Direct Service Outcome

The services provided as the terms of this agreement will assist the ORGANIZATION in providing comprehensive services to child abuse victims, or children who have witness a violent crime, and non-offending family members. The expected benefits of the ORGANIZATION'S delivery of comprehensive services will provide a reduction in trauma and promotion of emotional healing through:

- ORGANIZATION will serve at least 250 City of Denton clients and at least 70% of those referred for counseling will receive counseling services.
- At least 20% of children served will continue in The Advocacy Center's clinical program.

Community Outcome

Children's Advocacy Center for Denton County assists the City of Denton in improving availability and accessibility of services promoting strong, supportive relationships for families, neighborhoods, and communities to promote a suitable living environment, as outlined in the 2010-2014 City of Denton Consolidated Plan. The Children's Advocacy Center for Denton County provides services necessary to (1) expand the current system of case coordination and centralize information among service providers and (2) continue allocation of scarce resources to meet urgent community needs. Children's Advocacy Center for Denton County benefits the citizens of the City of Denton and supports a coordinated effort to maximize community resources by:

- Working in conjunction with the Denton Police Department, Child Protective Services, and appropriate service providers on the investigation and prosecution of cases.
- Promoting collaboration between agencies through the use of their facilities for interviews, office space, case reviews, and other services.
- Offering a variety of therapy sessions to assist victims and non-offending family members in the emotional healing process.

Exhibit B
Budget

Allowable Expenditure	**Budget Amount**
Fee for Service $2,400 (449 units of direct service)	$1,077,600
20% Fair Share Contribution Total	**$215,520**

Children's Advocacy Center for Denton County will be reimbursed monthly on a fee for service basis for services provided to residents of the City of Denton. Fees for services are described above.

File #: ID 25-1470, **Version:** 1

AGENDA CAPTION

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.

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

CM/DCM/ACM: Cassey Ogden

DATE: September 16, 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 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; and providing an effective date.

BACKGROUND

TXDOT has planned to build a new connector roadway from US 380 to Loop 288. The proposed connector will be a 6 to 8-lane facility beginning on US 380 at Lakeview Boulevard and connecting to Loop 288 near Kings Row. The connector project will alleviate congestion in the City of Denton and reduce the truck traffic & overall vehicular travel between Collin County and IH 35 by bypassing the section of US 380 through the City. This additional right-of-way (ROW) acquisition is between Lakeview Boulevard and Kings Row.

Transpere Facility is a development along US 380 just east of Geesling Road that started in late 2023 prior to the TXDOT US 380 Connector Project design. The TXDOT US 380 Connector Project future ROW acquisition has impacted the approved design of the project and requiring the development to redesign the site to accommodate the TXDOT project's ROW. Denton County has agreed to contribute an amount not-to-exceed $75,000 to fund the development's redesign. Following approval by the Denton County Commissioners Court, the funding will be paid to the City and the City will then pass through to the development.

RECOMMENDATION:
Staff recommends approval of this request.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
None

FISCAL INFORMATION
Denton County will be funding the redesign in the amount of $75,000 through an Interlocal Cooperation Agreement with the City.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Interlocal Agreement
Exhibit 3 - Ordinance

Respectfully submitted:

Scott McDonald
Director of Development Services/CBO

Prepared by:
Christian Garcia
Planning Technician Supervisor

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE CITY OF DENTON, TEXAS

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas ("the County"), a duly organized political subdivision of the State of Texas; and the City of Denton, Texas ("the City"), a duly organized political subdivision of the State of Texas. The County and the City are collectively referred to herein as "the Parties."

WHEREAS, the County and the City mutually desire to enter into this Agreement to provide 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 as depicted on Exhibit A, located entirely in the municipal limits of the City and Denton County Commissioner Precinct #1, hereinafter "the Project"; and

WHEREAS, the estimated cost of completion for the Project is SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00), with the County agreeing to contribute an amount which shall not exceed SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00), based on current available funding, toward satisfactory completion of the Project; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County's road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway;

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function

or service that each party is authorized to perform individually, and in accordance with Section 791.011(d)(3) of the Act, each Party is paying for the performance of governmental functions and services from current revenues available to the paying party.

II.

The County and the City hereby agree that the scope of the Project shall be to provide 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, at an estimated cost of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00), with the County agreeing to contribute an amount which shall not exceed SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00), based on current available funding, toward satisfactory completion of the Project. The Project is located entirely within the municipal limits of the City and Denton County Commissioner Precinct #1.

III.

The County hereby agrees to contribute an amount which shall not exceed SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The City agrees to provide all redesign costs in connection with future right-of-way acquisition for a parcel near Loop 288 East and Geesling Road associated with the Loop 288 East-US 380 Connector Project. The City shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00).

V.

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the City proceeds with the completion of the Project, the City shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The City shall submit invoices on a monthly basis, and the County shall reimburse the City for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the City, provided that all expenditures are made in a

manner which is consistent with the terms of this Agreement.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

VIII.

This agreement may be terminated in whole, or in part, by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City:
Sara Hensley
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

Copy To:
Laura Thoden, City Secretary
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

Copy To:
Mack Reinwand, City Attorney
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

For County:
Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.gov
holly.sadlowski@dentoncounty.gov

Copy To:
Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

XI.

The City agrees and understands that the City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The City agrees to accept full responsibility for the acts, negligence and omissions of all City employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the City.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2025.

DENTON COUNTY, TEXAS
1 Courthouse Drive, Suite 3100
Denton, Texas 76209

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

ATTEST:

By: _____
Denton County Clerk

CITY OF DENTON, TEXAS
215 E. McKinney Street
Denton, Texas 76201

By:_____
Sara Hensley
City Manager of the City of Denton, Texas
Acting by and on behalf of the authority
of the City of Denton, Texas

ATTEST:

By: _____
City Secretary

Approved as to Legal Form:

By: _____
Mack Reinwand
City Attorney of the City of Denton

This Agreement has been both reviewed and
Approved as to operational and business terms

By: _____
Scott McDonald
Director of Development Services of
the City of Denton

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

_____
Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall be to provide redesign costs in connection with future right-of-way acquisition for a parcel near Loop 288 East and Geesling Road associated with the Loop 288 East-US 380 Connector Project, at an estimated cost of completion of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00). The Project shall be located entirely within the municipal limits of the City of Denton and Denton County Commissioner Precinct #1.

The County hereby agrees to contribute an amount which shall not exceed SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

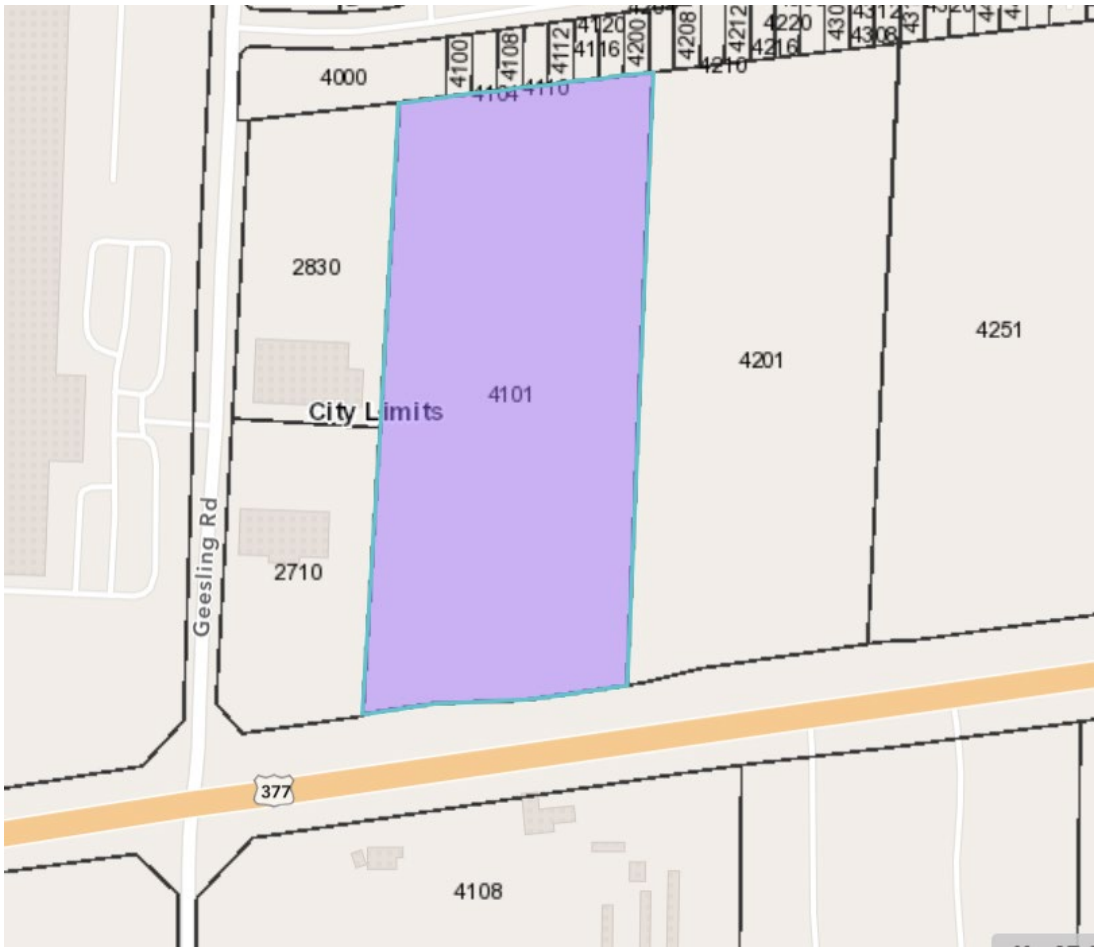
The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Denton, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

EXHIBIT A: PROJECT EXHIBIT



ORDINANCE NO. 25-1470

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; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Denton County (the "County") and the City of Denton (the "City") mutually desire to enter into an agreement to provide redesign costs in connection with future right-of-way for a parcel near Loop 288 East and Geesling Road associated with the TxDOT Loop 288 East-US 380 Connector Project (the "Project"), located entirely in the municipal limits of the City and Denton County Commissioner Precinct #1; and

WHEREAS, the estimated cost of completion for the Project is Seventy-Five Thousand and no/100 Dollars ($75,000.00), with the County agreeing to contribute an amount which shall not exceed Seventy-Five Thousand and no/100 Dollars ($75,000.00), based on current available funding, toward satisfactory completion of the Project; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"), provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the City Council of the City finds that the receipt of funding for this redesign and redistribution to the developer of the Project is in the best interest of the City to assist in timely and efficient Project delivery as well as provide for the future development of the City as a result of the Project; and

WHEREAS, the County and City value the timely completion of the Project which involves roads which are an integral part of the County's road system, and are undertaking the Project to facilitate safe travel on an improved roadway; 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 written contract which is attached hereto and incorporated herein as Exhibit B.

SECTION 3. The City Council of the City, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City under this ordinance to the City Manager of the City, or their designee.

SECTION 4. The City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the written contract attached hereto and incorporated herein as Exhibit B and to further provide the amount provided for the redesign by County to the developer of the relevant tract in the area of the Project.

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: Marcella Lunn

File #: ID 25-1394, **Version:** 1

AGENDA CAPTION

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.

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: September 16, 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 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.

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 377 at Fort Worth Drive, US 377 at US 77, and FM 428 at Kings Row 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 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 $128,946.00 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 - Ordinance

Respectfully submitted:
Farhan Butt
Deputy Director of Transportation Services

Prepared by:
Sahar Esfandyari
Senior Transportation Planner

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 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.

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 377 at Fort Worth Drive, US 377 at US 77, and FM 428 at Kings Row, 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 those obligations previously billed; and

WHEREAS, State will reimburse $128,946.00 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 and are found to be 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:_____

Exhibit A
Reimbursement Agreement

CSJ # 0081-04-042, 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 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 the City of 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 377 located within the boundaries of the City; and

WHEREAS, the City has requested the State to reimburse the cost of furnishing traffic signal equipment at the intersections of US 377 at Fort Worth Dr. (0081-04-042), US 377 at US 77 (0081-04-043), and FM 428 at Kings Row (0081-05-052), 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 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 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 $128,946.00. 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 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
ATTN: City Manager	ATTN: Director of Operations
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.

THE LOCAL GOVERNMENT	THE STATE OF TEXAS
_____	_____
Signature	Signature
Sarah Hensley	Ceason Clemens, P.E.
Typed or Printed Name	Typed or Printed Name
City Manager	Dallas District Engineer
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

CSJ # 0081-04-042, 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

CSJ # 0081-04-042, 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

CSJ 0081-04-042 (US 377 at Fort Worth Dr.)
Cabinet = $15,885
Controller, Cobalt = $2,600
Camera System = $18,197
UPS 2.0 IVA 120V Single Phase= $6,300
SUB TOTAL = $42,982.00

CSJ 0081-04-043 (US 377 at US 77)
Cabinet = $15,885
Controller, Cobalt = $2,600
Camera System = $18,197
UPS 2.0 IVA 120V Single Phase= $6,300
SUB TOTAL = $42,982.00

CSJ 0081-05-052 (FM 428 at Kings Row)
Cabinet = $15,885
Controller, Cobalt = $2,600
Camera System = $18,197
UPS 2.0 IVA 120V Single Phase= $6,300
SUB TOTAL = $42,982.00

GRAND TOTAL = $128,946.00

File #: ID 25-1604, **Version:** 1

AGENDA CAPTION

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).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: September 16, 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 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).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The City of Denton Facilities Management Department is requesting a service contract. This contract will provide integrated security system services, encompassing a broad range of security solutions. These services will include the installation and maintenance of access control systems, which are crucial for regulating and monitoring entry to various facilities. Additionally, the contract will cover surveillance systems to ensure comprehensive video monitoring and enhance the security infrastructure, as well as intercoms.

The objective of this contract is to partner with a professional service provider who can deliver high-quality, reliable, and efficient security solutions. By integrating these systems, the Facilities Management Department aims to create a safer and more secure environment for all city facilities. The selected provider will be responsible for implementing state-of-the-art technologies, ensuring their seamless operation, and providing ongoing support and maintenance to keep the systems functioning optimally.

This initiative reflects the City's commitment to leveraging advanced security technologies to protect its assets, employees, and citizens. It underscores the importance of proactive security measures and continuous improvement in safeguarding public facilities.

Estimated Contract Expenses

Category	FY24-25	FY25-26	FY26-27	FY 27-28	FY28-29	Total
Software & Licenses	$180,000	$185,400	$190,962	$196,691	$202,592	$955,645
Installation	185,000	190,550	196,267	202,154	208,219	982,190
Maintenance & Repairs	84,000	$86,520	89,116	91,789	94,543	445,968
Sub Total	**$449,000**	**$462,470**	**$476,344**	**$490,634**	**$505,353**	**$2,383,803**
Contingency						116,197
Total:						**$2,500,000**

Request for Proposals was sent to 260 prospective suppliers, including four (4) Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Four (4) proposals were received, references were checked, and proposals were evaluated based upon published criteria including price, compliance with specifications, and probable performance. Best and Final Offers (BAFO) were requested from the top firm. Based upon this evaluation, Preferred Technologies, LLC was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	990 - (Service Only) - Security, Fire, Safety, and Emergency Services (Including Disaster Document Recovery)
Notifications sent for Solicitation sent in IonWave:	260
Number of Suppliers that viewed Solicitation in IonWave:	38
HUB-Historically Underutilized Business Invitations sent out:	30
SBE-Small Business Enterprise Invitations sent out:	105
Responses from Solicitation:	4

RECOMMENDATION

Award a contract with Preferred Technologies, LLC, for Genetec integrated security system service, 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, 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 $2,500,000.

PRINCIPAL PLACE OF BUSINESS

Preferred Technologies, LLC
Grand Prairie, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

These products and services will be funded primarily through the Facilities Maintenance operating account 880200.6545. 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: Pricing Evaluation
Exhibit 3: Ordinance and Contract

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

For information concerning this acquisition, contact: David Moore, 940-349-7247.

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

Exhibit 2
RFP 8858 - Pricing Evaluation for Integrated Security System Services

			Preferred Technologies, LLC	Mobile Communications America	Digi Security Systems, LLC	Schneider Electric Buildings Americas, Inc
		Respondent's Business Name:				
		Principal Place of Business (City and State):	Grand Prairie, TX	Arlington, TX	Tulsa, OK	Carrollton, TX
Line #	**Description**	**UOM**	**Unit**	**Unit**	**Unit**	**Unit**
SECTION A-SERVICE WORK HOURLY RATE						
1	Regular Working Hours (7am-5pm/Monday-Friday): Technician	HR	**$160.00**	$139.95	$96.00	$198.00
2	After Regular Working Hours (5:01pm-6:59am/Monday-Friday): Technician	HR	**$240.00**	$265.14	$128.00	$297.00
3	Emergency Call Working Hours (7am-5pm/Monday-Friday): Technician	HR	**$312.00**	$169.20	$112.00	$198.00
4	Emergency Call After Working Hours (5:01PM-6:59AM/Monday-Friday): Technician	HR	**$375.00**	$265.14	$156.00	$297.00
5	Weekends/Holidays: Technician	HR	**$320.00**	$265.14	$192.00	$396.00
6	Project Manager (includes any product handling, product ordering, scheduling, and other processing tasks/duties)	HR	**$0.00**	$218.70	$128.00	$231.00

Evaluation					
Item #	**Standard Criteria**	**Preferred Technologies, LLC**	Mobile Communications America	Digi Security Systems, LLC	Schneider Electric Buildings Americas, Inc
1	Compliance with Specifications - 40%	**29.33**	24.00	18.67	24.00
2	Probable Performance - 40%	**32.00**	21.33	16.00	18.67
3	Price, Total Cost of Ownership - 20%	**9.93**	12.19	20.00	10.11
	Total Score:	**71.26**	57.52	54.67	52.78

ORDINANCE NO. _____

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).

WHEREAS, the City has solicited, received, and evaluated competitive proposals 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; 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
8858	Preferred Technologies, LLC	$2,500,000.00

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	8858
File Name	INTEGRATED SECURITY SYSTEM SERVICES
Purchasing Contact	Crystal Westbrook
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND PREFERRED TECHNOLOGIES, LLC
(Contract #8858)

THIS CONTRACT is made and entered into this date _____, by and between **PREFERRED TECHNOLOGIES, LLC,** a Texas limited liability company, whose address is 1340 Post & Paddock, STE 100, Grand Prairie, TX 75050 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 8858 – Integrated Security System 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 8858 (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

Signed by:
BY: 12A8EC9B840442B...
AUTHORIZED SIGNATURE

Printed Name: Shaun Castillo

Title: President

832-453-0046
PHONE NUMBER

shauncastillo@pref-tech.com
EMAIL ADDRESS

2025- 1354999
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

Facilities
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 $2,500,000. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal

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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. 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.
A. The Contractor shall employ only orderly and competent workers, skilled in the performance

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of the services which they will perform under the Contract.
B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA) ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:
A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the

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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 electronic transfer of funds. The Contractor agrees that there shall be no additional charges,

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surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The Contractor acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City will not incur a debt or obligation to pay Contractor any amounts the City does not have the current funds available to pay. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty or liability to the City, nor removal fees, cancellation fees, or the like charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging, and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the Contract Documents. During the term of this Contract, the Contractor shall bill and the City shall reimburse Contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the fifteenth (15th) calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Contractor's Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:
A. The Contractor agrees that the City shall, until the expiration of five (5) years after final payment under this Contract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, and computations pertaining to

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this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as

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a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests, and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event

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the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.
A. Recycled deliverables shall be clearly identified as such.
B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.
A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.
B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
C. If the Contractor is unable or unwilling to perform its services in accordance with the above

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standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without

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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 perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to

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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 Solicitation and the Insurance Exhibit.

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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 RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO**

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ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

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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 solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the

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City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. **NO GIFT OF PUBLIC PROPERTY**: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as,

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or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the

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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.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract

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for public use.
v. “Foreign end product” means an end product other than a domestic end product.
vi. “United States” means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled “Buy American Act Certificate”.

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **PREVAILING WAGE RATES:** The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2’s to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers’ Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers’ Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor’s omission or breach of this Section.

66. **ATTORNEY’S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor’s attorney’s fees or legal costs under any circumstances, unless expressly required by law.

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67. **DRUG FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million

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($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:

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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 Operations, Independent Contractors, and Contractual Liability with minimum combined bodily

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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.

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

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of $1,000,000.00 per occurrence.

NOTE:

a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

D. <u>PROFESSIONAL TECHNOLOGY ERRORS AND OMISSIONS AND CYBER INSURANCE</u> including (but not limited to) professional liability, and data protection liability coverages (cyber liability) with limits of not less than $1,000,000 and $2,000,000 aggregate with no sublimit for loss arising from violations of privacy laws and regulations. Such insurance

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shall provide coverage for liabilities resulting from financial loss in connection with the services provided by CONTRACTOR under this Agreement as follows:

1. negligent act, error, or omission, negligent misrepresentation, or any unintentional breach of contract in rendering or failing to render technology based services;
2. intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
3. breaches of security;
4. violation or infringement of any right to privacy including any breach of federal, state, or foreign security and/or privacy laws or regulations; and (v) data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. Such insurance shall not have a cyber terrorism exclusion. Such insurance must address all of the foregoing without limitation if caused by an employee or CONTRACTOR or an independent contractor working on behalf of CONTRACTOR in performing services under this agreement.

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			Preferred Technologies, LLC
Line #	**Description**	**UOM**	**BAFO Pricing**
	SECTION A-SERVICE WORK HOURLY RATE		
2	Regular Working Hours (7am-5pm/Monday-Friday): Technician	HR	$ 160.00
3	After Regular Working Hours (5:01pm-6:59am/Monday-Friday): Technician	HR	$ 240.00
4	Emergency Call Working Hours (7am-5pm/Monday-Friday): Technician	HR	$ 312.00
5	Emergency Call After Working Hours (5:01PM-6:59AM/Monday-Friday): Technician	HR	$ 375.00
6	Weekends/Holidays: Technician	HR	$ 320.00
7	Project Manager (includes any product handling, product ordering, scheduling, and other processing tasks/duties)	HR	$ -
	SECTION B-Additional Pricing		
9	Software User or Camera License Discount off MSRP (%) with back-up documentation		15%
10	Materials Discount off MSRP with back-up documentation.		15%
11	Equipment Rental markup rates with back-up documentation.		25%
12	Warranty on Parts and Services-Based on Manufacturer Warranty	Days	365
13	Emergency Call After Working Hours (5:01PM-6:59AM/Monday-Friday): Technician	HR	$ 312.00

Docusign Envelope ID: 7C2AC1D9-B80C-46A7-8614-91BFE90CF4E3

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.**

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5 Signed by: 12A8EC9B840442B...

Signature of vendor doing business with the governmental entity — Date: 8/26/2025

Docusign Envelope ID: 7C2AC1D9-B80C-46A7-8614-91BFE90CF4E3

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: 7C2AC1D9-B80C-46A7-8614-91BFE90CF4E3
Status: Sent
Subject: Please DocuSign: City Council Contract 8858 Integrated Security System Services
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:
Crystal Westbrook
901B Texas Street
Denton, TX 76209
crystal.westbrook@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
8/25/2025 1:28:28 PM
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: 198.49.140.10	Sent: 8/25/2025 1:29:34 PM Viewed: 8/25/2025 1:29:43 PM Signed: 8/25/2025 1:31:37 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/25/2025 1:31:40 PM Viewed: 8/25/2025 1:35:50 PM Signed: 8/25/2025 1:36:12 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/25/2025 1:36:14 PM Viewed: 8/25/2025 1:40:52 PM Signed: 8/25/2025 1:43:44 PM
Shaun Castillo shauncastillo@pref-tech.com President PREFERRED TECHNOLOGIES, LLC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/25/2025 3:00:07 PM ID: 912c846f-95f7-4a16-8cd6-54d6aeb0273e	Signed by: 12A8EC9B840442B... Signature Adoption: Uploaded Signature Image Using IP Address: 198.35.18.114	Sent: 8/25/2025 1:43:47 PM Viewed: 8/25/2025 3:00:07 PM Signed: 8/26/2025 10:43:54 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: Tom Gramer 7B58DA8FCE5F49C... Signature Adoption: Pre-selected Style Using IP Address: 2600:100c:b297:6585:3cbe:617c:6f64:c458 Signed using mobile	Sent: 8/26/2025 10:43:58 AM Viewed: 8/26/2025 10:44:59 AM Signed: 8/26/2025 10:45:59 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: 8/26/2025 10:46:02 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: 8/25/2025 1:31:39 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
David Moore david.moore@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	8/25/2025 1:29:34 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.

File #: ID 25-1605, **Version:** 1

AGENDA CAPTION

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).

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: September 16, 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 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).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The City of Denton Facilities Management Department is establishing a new service contract dedicated to the service, repair, replacement, and maintenance of overhead doors and gates. Within the City of Denton, there are dozens of departmental overhead doors and gates distributed across various departments, each playing a critical role. Overhead doors and gates provide security by acting as physical barriers that deter unauthorized access and protect against potential intrusions. They are designed with durable materials to withstand tampering, ensuring the safety of people, property, and assets within the premises. Modern systems often incorporate advanced locking mechanisms, remote access controls, and surveillance integration, enhancing their effectiveness in safeguarding against theft or vandalism. By controlling entry points, they offer a reliable layer of protection, ensuring restricted access and maintaining a secure environment.

Overhead doors and gates play a crucial role in supporting fire departments by enabling quick and efficient access during emergencies. These doors are designed to open rapidly, allowing fire trucks and emergency vehicles to exit the station without delay, which is vital when every second counts. Overhead doors can also be integrated with automated systems, enhancing reliability and minimizing response times. Properly maintained doors ensure seamless functionality, contributing to fire department operations' overall efficiency and safety.

Given the crucial role that overhead doors and gates play, it is imperative to maintain them in optimal working condition. This contract encompasses the preventative maintenance of all overhead doors and gates owned by the City of Denton. The preventative maintenance program aims to address potential issues before they escalate into catastrophic failures. Regular maintenance will help identify and rectify minor problems

early on, thereby extending the lifespan of the components, enhancing their efficiency, and reducing the likelihood of unexpected breakdowns. This proactive approach not only helps in preventing early failures but also contributes to cost savings by avoiding expensive emergency repairs and downtime.

In summary, the proposed contract for repairing, replacing, and maintaining overhead doors and gates is a vital measure to ensure the smooth and uninterrupted operation of the city's essential services.

Estimated Contract Expenses

Category	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	Total
New Equipment	$195,000	$200,850	$206,876	$213,082	$219,474	$1,035,282
Repairs & PMs	76,200	78,486	80,841	83,266	85,764	404,557
Sub Total	**$271,200**	**$279,336**	**$287,717**	**$296,348**	**$305,238**	**$1,439,839**
Contingency 5%						71,992
Total						**$1,511,831**

Request for Proposals was sent to 510 prospective suppliers, including 46 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 compliance with specifications, probable performance, and price. Best and Final Offer (BAFO) was requested from the firm. The department is awarding the contract to Ray McCain Services Inc.

NIGP Code Used for Solicitation:	910 - (Service Only) - Building Maintenance, Installation & Repair Services
Notifications sent for Solicitation sent in IonWave:	510
Number of Suppliers that viewed Solicitation in IonWave:	29
HUB-Historically Underutilized Business Invitations sent out:	86
SBE-Small Business Enterprise Invitations sent out:	196
Responses from Solicitation:	1

RECOMMENDATION

Award a contract with Ray McCain Services Inc., for overhead door and gate services for the Facilities Management Department, 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 $1,511,831.

PRINCIPAL PLACE OF BUSINESS

Ray McCain Services Inc.
Krum, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

These services will be funded from Operating account 880200.6545. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $1,511,831.

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: David Moore, 940-349-7247.

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 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).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for overhead door and gate services for the Facilities Management 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
8859	Ray McCain Services Inc.	$1,511,831.00

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

Docusign Envelope ID: 4688187A-1963-41E4-BE05-0E2EA6D7C19F

Docusign City Council Transmittal Coversheet

RFP	8859
File Name	AUTOMATIC GATE & OVERHEAD DOOR REPL, REPAIRS/SERVICES
Purchasing Contact	Crystal Westbrook
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Docusign Envelope ID: 4688187A-1963-41E4-BE05-0E2EA6D7C19F

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND RAY MCCAIN SERVICES INC.
(CONTRACT 8859)

THIS CONTRACT is made and entered into this date _____, by and between **RAY MCCAIN SERVICES INC.** a Texas corporation, whose address is 2901 FM 156 N. Krum, TX 76249, 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 8859 – Automatic Gate & Overhead Door Replacement, Repairs 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 8859 (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: Josh Gore
494175532885414...
AUTHORIZED SIGNATURE

Printed Name: Josh Gore

Title: VICE PRESIDENT

9403919004
PHONE NUMBER

josh@mccainsohd.com
EMAIL ADDRESS

2025- 1331757
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

Facilities
DEPARTMENT

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
_____, 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 $1,511,831. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal

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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. 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.
A. The Contractor shall employ only orderly and competent workers, skilled in the performance

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of the services which they will perform under the Contract.
B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not (1) while engaged in, participating, or responding to a solicitation; or (2) while in the course and scope of delivering goods or services under a City of Denton contract; or (3) on the City's property.

i. use or possess a firearm, including a concealed handgun that is licensed under State law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

IMMIGRATION: THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE REQUIREMENTS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 AND 1990 REGARDING EMPLOYMENT VERIFICATION AND RETENTION OF VERIFICATION FORMS FOR ANY INDIVIDUALS HIRED ON OR AFTER NOVEMBER 6, 1986, WHO WILL PERFORM ANY LABOR OR SERVICES UNDER THE CONTRACT AND THE ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT OF 1996 ("IIRIRA) ENACTED ON SEPTEMBER 30, 1996, AND SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY ACTION ARISING RELATED THERETO.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.**

Environmental Protection: The Contractor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:
A. The Contractor shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
B. **Proper Invoices must include a unique invoice number, invoice date, the purchase order number, and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the

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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 electronic transfer of funds. The Contractor agrees that there shall be no additional charges,

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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 electronic access to and the right to examine all books, records, and computations pertaining to

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this Contract. If necessary, the City shall have the right to audit and make copies of the books, records, and computations pertaining to the Contract. The Contractor shall retain such books, records, documents, and other evidence pertaining to the Contract period and five (5) years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available, within ten (10) business days of written request. All books and records will be made available within a fifty (50) mile radius of the City of Denton if the vendor is not able to provide electronic access. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Subcontractor, material supplier, or other payee agrees that the City shall, until the expiration of five (5) years after final payment under the subcontract unless required to be retained for longer under applicable law, have electronic access to and the right to examine all books, records, documents, and other evidence of the Subcontractor, material supplier, or other payee involving transactions relating to the subcontract. If necessary, the City maintains the right to photocopy any physical books, documents, papers, and records of the subconsultant involving transactions relating to the subcontract. All books and records will be made available within a fifty (50) mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

C. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as

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a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests, and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event

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the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.
A. Recycled deliverables shall be clearly identified as such.
B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.
A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.
B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
C. If the Contractor is unable or unwilling to perform its services in accordance with the above

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standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified (being a minimum of 5 days) after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**:

A. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 25, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

B. In the event the City terminates the awarded contract for default or any other reason, the Contractor shall not be relieved of liability to the City for damages sustained by the City by reason of any default of the contract by the Contractor or otherwise, and the City may withhold any payments to the Contractor for the purpose of an offset until such time as the amount of damages due the City from the Contractor can be determined.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without

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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 perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to

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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 Solicitation and the Insurance Exhibit.

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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 RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO**

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ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

39. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

40. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 41 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

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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 solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the

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City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

46. **NO SUBCONTRACTING BID AFTER AWARD**: Following the award of the Contract, no subcontracting except that specifically identified in the response to the Solicitation will be permitted without the express prior written consent of the City.

47. **NO GIFT OF PUBLIC PROPERTY**: The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Contractor.

48. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this Contract. The Contractor is expressly free to advertise and perform services for other parties while performing services for the City.

49. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as,

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or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

51. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document submitted to the City by Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

52. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

53. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute, however any decision requiring approval of the City Council of the City will be required to be submitted to the City Council and the senior level person shall have authority to recommend approval of any resolution. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the

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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.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract

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for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Contractor shall submit documentation with their offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

61. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this Contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

62. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

63. **PREVAILING WAGE RATES:** The Contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

64. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The Contractor or supplier shall comply with all State, federal, and local laws and requirements. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; and (iii) Chapter 552 of the Texas Government Code, which outlines policy for public information. The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

65. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Contractor shall demonstrate on-site compliance with the provisions of federal law dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

66. **ATTORNEY'S FEES; LEGAL COSTS:** Contractor and City agree that the City will not be required to pay Contractor's attorney's fees or legal costs under any circumstances, unless expressly required by law.

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67. **DRUG FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

68. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

69. **FORCE MAJEURE:** The City of Denton, any Customer, and the Contractor shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

70. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

71. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million

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($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:

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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. 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

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and $2,000,000.00 general aggregate.

B. Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: $100,000.00 Each Accident
Bodily Injury by Disease: $100,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

C. Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of $500,000.00 per occurrence.

NOTE:

a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

D. 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.

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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	QTY	UOM	Ray McCain Services INC. Unit Pricing
	Section A: Service Work- Hourly Rates			
2	Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday): Technician	1	HR	$ 115.00
3	Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday): Assistant	1	HR	$ 30.00
4	After Regular Working Hours: Technician	1	HR	$ 155.00
5	After Regular Working Hours: Assistant	1	HR	$ 30.00
6	Holidays: Technician	1	HR	$ 155.00
7	Holidays: Assistant	1	HR	$ 30.00
	Section B: Service Work- Emergency Work Hours (30 Minute Response Time Required)			
9	Emergency Work Hours (30 Minutes Response Time Required) Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday): Technician	1	HR	$ 115.00
10	Emergency Work Hours (30 Minutes Response Time Required) Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday): Assistant	1	HR	$ 30.00
11	Emergency Work Hours (30 Minutes Response Time Required) After Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday): Technician	1	HR	$ 155.00
12	Emergency Work Hours (30 Minutes Response Time Required) After Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday): Assistant	1	HR	$ 30.00
13	Emergency Work Hours (30 Minutes Response Time Required) Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday) Holidays: Technician	1	HR	$ 155.00
14	Emergency Work Hours (30 Minutes Response Time Required) After Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday) Holidays: Assistant	1	HR	$ 30.00
	Section C: Materials			
16	Contractor Material Markup Rates - Back-up documentation will be required			40%
17	Miscellaneous cost of screws, connectors, wire conduit, concrete anchors, welding rods, and fuel on a per job as needed basis. Flat Fee per job.			$ 35.00
	Section D: Sub-Contractor Mark Up Rate			
19	Sub Contractor Markup Rate - Subcontractor cost documentation is required			20%
	Section E: Equipment Rate			
21	19" Scissor Lift with Trailer - Back-up documentation will be required	1	Per Job	$ 50.00
22	Rental EquipmentMarkup Rates - Back-up documentation will be required			20%

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.**

RAY MCCAIN SERVICES INC.

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

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

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

n/a

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5 DocuSigned by: Josh Gore 494176532885414

Signature of vendor doing business with the governmental entity

8/26/2025

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: 4688187A-1963-41E4-BE05-0E2EA6D7C19F
Status: Sent
Subject: Please DocuSign: City Council Contract 8859 Automatic Gate & Overhead Door REPL, Repair & Services
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:
Crystal Westbrook
901B Texas Street
Denton, TX 76209
crystal.westbrook@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
8/25/2025 11:15:51 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: 198.49.140.10	Sent: 8/25/2025 11:26:04 AM Viewed: 8/25/2025 11:26:21 AM Signed: 8/25/2025 11:28:23 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: 8/25/2025 11:28:26 AM Viewed: 8/25/2025 12:57:16 PM Signed: 8/25/2025 12:58:01 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/25/2025 12:58:04 PM Viewed: 8/25/2025 12:59:13 PM Signed: 8/25/2025 1:02:42 PM
Josh Gore josh@mccainsohd.com VICE PRESIDENT Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/26/2025 11:09:23 AM ID: b0ebc34f-8b16-44da-b85b-4a69dee72934	DocuSigned by: Josh Gore 494175532885414... Signature Adoption: Pre-selected Style Using IP Address: 47.184.71.14	Sent: 8/25/2025 1:02:44 PM Viewed: 8/26/2025 11:09:23 AM Signed: 8/26/2025 11:39:50 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: Tom Gramer 7B58DA8FCE5F49C... Signature Adoption: Pre-selected Style Using IP Address: 2600:100c:b297:6585:3cbe:617c:6f64:c458 Signed using mobile	Sent: 8/26/2025 11:39:53 AM Viewed: 8/26/2025 11:40:37 AM Signed: 8/26/2025 11:40:46 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: 8/26/2025 11:40:50 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: 8/25/2025 11:28:26 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/26/2025 11:40:51 AM Viewed: 8/28/2025 10:12:47 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		
David Moore david.moore@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	8/25/2025 11:26:04 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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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..
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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.
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File #: ID 25-1606, **Version:** 1

AGENDA CAPTION

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).

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: September 16, 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 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).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

This Request for Proposal (RFP) is to supply electric distribution hardware, arms, and fuses in the Warehouse, which are used by Denton Municipal Electric (DME). Without the purchase of hardware, arms, and fuses, DME cannot construct, operate, or maintain facilities or provide electric service to new and existing customers. These items will be purchased using the Warehouse Capital inventory account, stocked in the Warehouse, and charged to DME as needed.

Based on the Estimated Annual Quantity on the previous contract Bid 8176, it is estimated that the City will require an average of $175,000 annually to purchase wood arms, braces, and fuselink fuses.

Project Description	Estimated 3-Year Expenditure
Year 1	$175,000
Year 2	175,000
Year 3	175,000
Contingency for Price Increase	75,000
Total	**$600,000**

Request for Proposals was sent to 452 prospective suppliers, including 13 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Four (4) proposals were received, references were checked, and proposals were evaluated based upon published criteria, including price, delivery, compliance with specifications, and

probable performance. Best and Final Offers (BAFO) were requested from the top firm. Based upon this evaluation, Techline, Inc. was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	285– Electrical Equipment and Supplies (Except Cable and Wire)
Notifications sent for Solicitation sent in IonWave:	452
Number of Suppliers that viewed Solicitation in IonWave:	30
HUB-Historically Underutilized Business Invitations sent out:	50
SBE-Small Business Enterprise Invitations sent out:	178
Responses from Solicitation:	4

RECOMMENDATION

Award a contract to Techline, Inc., for the purchase of electric utility distribution hardware – fuses and arms to be stocked in the City of Denton Warehouse, 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 $600,000.

PRINCIPAL PLACE OF BUSINESS

Techline, Inc.
Fort Worth, 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 items will be funded from the Warehouse Working Capital account, stocked in the Warehouse, and charged back to the using department as needed. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $600,000.

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: Keith Kading, 940-349-7178.

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

Exhibit 2
RFP 8864 - Pricing Evaluation for Electric Utility Distribution Hardware - Fuses and Arms

						Respondent's Business Name:		Stuart C. Irby		Texas Electric Cooperatives		Parrish-Hare Supply, LLC	
						Principal Place of Business (City and State):	**Fort Worth, TX**	Fort Worth, TX		Georgetown, TX		Irving, TX	
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	**SECTION A: FUSING AND PROTECTION-KEARNEY**												
2	FUSE LINK, 10 AMP T + \	Kearney	KEARNEY# 51010	200	EA	**$7.75**	**$1,550.00**	$7.04	$1,408.00	*No Bid*	$1,570.00	$7.85	$1,570.00
3	FUSE LINK, 100 AMP T +\	Kearney	KEARNEY# 51100	150	EA	**$14.50**	**$2,175.00**	$14.78	$2,217.00	*No Bid*	$2,427.00	$16.18	$2,427.00
4	FUSE LINK, 12 AMP T +\	Kearney	KEARNEY# 51012	75	EA	**$7.75**	**$581.25**	$7.04	$528.00	*No Bid*	$588.75	$7.85	$588.75
5	FUSE LINK, 140 AMP T +\	Kearney	KEARNEY# 51140	50	EA	**$33.85**	**$1,692.50**	$38.00	$1,900.00	*No Bid*	$1,941.00	$38.82	$1,941.00
6	FUSE LINK, 15 AMP T +\	Kearney	KEARNEY# 51015	100	EA	**$7.75**	**$775.00**	$7.04	$704.00	*No Bid*	$785.00	$7.85	$785.00
7	FUSE LINK, 2 AMP T + \	Kearney	KEARNEY# 51002	5	EA	**$7.75**	**$38.75**	$8.45	$42.25	*No Bid*	$51.90	$10.38	$51.90
8	FUSE LINK, 20 AMP T +\	Kearney	KEARNEY# 51020	75	EA	**$7.75**	**$581.25**	$7.04	$528.00	*No Bid*	$693.00	$9.24	$693.00
9	FUSE LINK, 25 AMP T + \	Kearney	KEARNEY# 51025	50	EA	**$7.75**	**$387.50**	$7.04	$352.00	*No Bid*	$462.00	$9.24	$462.00
10	FUSE LINK, 3 AMP T +\	Kearney	KEARNEY# 51003	75	EA	**$7.75**	**$581.25**	$7.04	$528.00	*No Bid*	$588.75	$7.85	$588.75
11	FUSE LINK, 30 AMP T +\	Kearney	KEARNEY# 51030	50	EA	**$7.75**	**$387.50**	$7.74	$387.00	*No Bid*	$462.00	$9.24	$462.00
12	FUSE LINK, 40 AMP T +\	Kearney	KEARNEY# 51040	125	EA	**$7.75**	**$968.75**	$8.45	$1,056.25	*No Bid*	$1,155.00	$9.24	$1,155.00
13	FUSE LINK, 50 AMP K +\	Kearney	KEARNEY# 31050	100	EA	**$7.75**	**$775.00**	$8.10	$810.00	*No Bid*	$866.00	$8.66	$866.00
14	FUSE LINK, 50 AMP T +\	Kearney	KEARNEY# 51050	50	EA	**$7.75**	**$387.50**	$8.10	$405.00	*No Bid*	$462.00	$9.24	$462.00
15	FUSE LINK, 6 AMP T + \	Kearney	KEARNEY# 51006	225	EA	**$7.75**	**$1,743.75**	$7.04	$1,584.00	*No Bid*	$1,766.25	$7.85	$1,766.25
16	FUSE LINK, 65 AMP T + \	Kearney	KEARNEY# 51065	350	EA	**$12.50**	**$4,375.00**	$13.38	$4,683.00	*No Bid*	$4,935.00	$14.10	$4,935.00
17	FUSE LINK, 8 AMP T +\	Kearney	KEARNEY# 51008	10	EA	**$7.75**	**$77.50**	$7.04	$70.40	*No Bid*	$78.50	$7.85	$78.50
18	FUSE LINK, 80 AMP T +\	Kearney	KEARNEY #51080	50	EA	**$12.50**	**$625.00**	$15.49	$774.50	*No Bid*	$809.00	$16.18	$809.00
19	Discount off List Price for Special Order Items in this category not mentioned above.					**15.0%**		10.0%		0.0%		39.0%	
20	Estimated Delivery (Business Days)				Days	**30**		21		28		2	
21	**SECTION B: FUSING AND PROTECTION-S&C FUSES**												
22	FUSE, S&C 100E +	S&C	SMU-20, #612100	5	EA	**$223.00**	**$1,115.00**	$181.92	$909.60	$208.80	$1,044.00	*No Bid*	$1,150.00
23	FUSE, S&C 10E +	S&C	SMU-20 #612010	5	EA	**$223.00**	**$1,115.00**	$181.92	$909.60	$208.80	$1,044.00	*No Bid*	$1,150.00
24	FUSE, S&C 150E +	SMU	SMU-20 #612150	15	EA	**$223.00**	**$3,345.00**	$181.92	$2,728.80	$208.80	$3,132.00	*No Bid*	$3,450.00
25	FUSE, S&C 15E +	S&C	SMU-20 #612015	5	EA	**$223.00**	**$1,115.00**	$181.92	$909.60	$208.80	$1,044.00	*No Bid*	$1,150.00
26	FUSE, S&C 20E	S&C	SMU-20, #612020	5	EA	**$223.00**	**$1,115.00**	$181.92	$909.60	$208.80	$1,044.00	*No Bid*	$1,150.00
27	FUSE, S&C 25E +	S&C	SMU-20 #612025	5	EA	**$223.00**	**$1,115.00**	$181.92	$909.60	$208.80	$1,044.00	*No Bid*	$1,150.00
28	FUSE, S&C 40E +	S&C	SMU-20 #612040	5	EA	**$223.00**	**$1,115.00**	$181.92	$909.60	$208.80	$1,044.00	*No Bid*	$1,150.00
29	FUSE, S&C 50E +	S&C	SMU-20, #612050	5	EA	**$223.00**	**$1,115.00**	$181.92	$909.60	$208.80	$1,044.00	*No Bid*	$1,150.00
30	FUSE, S&C 65E +	S&C	SMU-20, #612065	80	EA	**$223.00**	**$17,840.00**	$181.92	$14,553.60	$208.80	$16,704.00	*No Bid*	$18,400.00
31	FFUSE, S&C 80E +	S&C	SMU-20, #612080	10	EA	**$223.00**	**$2,230.00**	$181.92	$1,819.20	$208.80	$2,088.00	*No Bid*	$2,300.00
32	FUSE, S&C, END FITTING +	S&C	SML20-3097- (CABINET FUSE) ONLY	5	EA	**$585.00**	**$2,925.00**	$473.94	$2,369.70	$543.95	$2,719.75	*No Bid*	$3,025.00
33	FUSE, S&C, END FITTING, PME GEAR+	S&C	SME#20 3093	15	EA	**$590.00**	**$8,850.00**	$532.47	$7,987.05	$550.00	$8,250.00	*No Bid*	$9,150.00
34	Discount off List Price for Special Order Items in this category not mentioned above.					**25.0%**		5.0%		0.0%		0.0%	
35	Estimated Delivery (Business Days)				Days	**210**		180		182		*No Bid*	
36	**SECTION C: WOOD ARMS**												
37	BRACE, CROSSARM WOOD 60" +	Brooks/Hubbell	ALUMAFRM RA6018/ HPS PSCRA6018	500	PR	**$35.00**	**$17,500.00**	$31.66	$15,830.00	$31.31	$15,655.00	*No Bid*	$17,500.00
38	ARM WOOD 3 3/4" x 4 3/4" X 8'+	Brooks	BROOKS LUMBER BXARM8FC	350	EA	**$105.00**	**$36,750.00**	*No Bid*	$36,750.00	$92.91	$32,518.50	*No Bid*	$36,750.00
39	ARM WOOD 3.75"X4.75"X10' +	Brooks	BROOKS LUMBER BXARM10FC / TYPE-05FS	300	EA	**$128.00**	**$38,400.00**	*No Bid*	$38,400.00	$114.95	$34,485.00	*No Bid*	$38,400.00
40	Discount off List Price for Special Order Items in this category not mentioned above.					**25.0%**		No Bid		0.0%		*No Bid*	
41	Estimated Delivery (Business Days)			1	Days	**7**		21		28		*No Bid*	*No Bid*
					Total:	**$153,347.50**		$144,782.95		$142,501.40		$156,666.15	

Evaluation					
Item #	**Scoring Criteria**	**Techline, Inc.**	Stuart C. Irby	Texas Electric Cooperatives	Parrish-Hare Supply, LLC
1	Price - 30%	**25.07**	29.53	30.00	27.29
2	Schedule - 20%	**15.00**	15.00	15.00	15.00
3	Probable Performance - 20%	**20.00**	15.00	15.00	15.00
4	Compliance with Specifications - 30%	**30.00**	24.00	18.00	18.00
	Total Score:	**90.07**	83.53	78.00	75.29

ORDINANCE NO. _____

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).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the purchase of electric utility distribution hardware – fuses and arms to be stocked in the City of Denton Warehouse; 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
8864	Techline, Inc.	$600,000.00

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	8864
File Name	Electric Dist. Hardware - Fuses and Arms
Purchasing Contact	Ginny Brummett
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 TECHLINE, INC.
(Contract #8864)

THIS CONTRACT is made and entered into this date _____, by and between Techline, Inc. a Texas corporation, whose address 5401 Martin St., Ft. Worth, TX 76119, 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 products in accordance with the City's RFP# 8864 Electric Dist. Hardware-Fuses and Arms, 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 8864 (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") **(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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CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY
CITY MANAGER

ATTEST:
_____, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

DocuSigned by:
Christine Taylor
C...2B3E02E0B8184D8...
SIGNATURE

Christine Taylor
PRINTED NAME

Assistant City Manager
TITLE

City Manager's Office
DEPARTMENT

CONTRACTOR

Signed by:
BY: Nathan Chan
3D5B7CE8B2484...
AUTHORIZED SIGNATURE

Printed Name: Nathan Chan

Title: Senior Project Manager

817-561-9900
PHONE NUMBER

Nchan@techline-inc.com
EMAIL ADDRESS

_____
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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Exhibit A
Special Terms and Conditions

1. 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.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Contractor 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 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.

5. 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%

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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. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

The contract total shall not exceed $600,000. Pricing shall be per Exhibit E attached.

7. Delivery Lead Time

Product or services shall be delivered to the City within four (4) weeks noted in Exhibit E after receipt of the order.

8. 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. Liquidated damage charges shall not exceed 3% of the annual total contract amount.

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Exhibit B
City of Denton's IFB# 8864 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**: 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 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

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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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8864 Electric Dist. Hardware-Fuses and Arms
Exhibit E

						Techline, Inc.
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	**Unit**
1	SECTION A: FUSING AND PROTECTION-KEARNEY					
2	FUSE LINK, 10 AMP T + \	Kearney	KEARNEY# 51010	200	EA	$ 7.75
3	FUSE LINK, 100 AMP T +\	Kearney	KEARNEY# 51100	150	EA	$ 14.50
4	FUSE LINK, 12 AMP T +\	Kearney	KEARNEY# 51012	75	EA	$ 7.75
5	FUSE LINK, 140 AMP T +\	Kearney	KEARNEY# 51140	50	EA	$ 33.85
6	FUSE LINK, 15 AMP T +\	Kearney	KEARNEY# 51015	100	EA	$ 7.75
7	FUSE LINK, 2 AMP T + \	Kearney	KEARNEY# 51002	5	EA	$ 7.75
8	FUSE LINK, 20 AMP T +\	Kearney	KEARNEY# 51020	75	EA	$ 7.75
9	FUSE LINK, 25 AMP T + \	Kearney	KEARNEY# 51025	50	EA	$ 7.75
10	FUSE LINK, 3 AMP T +\	Kearney	KEARNEY# 51003	75	EA	$ 7.75
11	FUSE LINK, 30 AMP T +\	Kearney	KEARNEY# 51030	50	EA	$ 7.75
12	FUSE LINK, 40 AMP T +\	Kearney	KEARNEY# 51040	125	EA	$ 7.75
13	FUSE LINK, 50 AMP K +\	Kearney	KEARNEY# 31050	100	EA	$ 7.75
14	FUSE LINK, 50 AMP T +\	Kearney	KEARNEY# 51050	50	EA	$ 7.75
15	FUSE LINK, 6 AMP T + \	Kearney	KEARNEY# 51006	225	EA	$ 7.75
16	FUSE LINK, 65 AMP T + \	Kearney	KEARNEY# 51065	350	EA	$ 12.50
17	FUSE LINK, 8 AMP T +\	Kearney	KEARNEY# 51008	10	EA	$ 7.75
18	FUSE LINK, 80 AMP T +\	Kearney	KEARNEY #51080	50	EA	$ 12.50
19	Discount off List Price for Special Order Items in this category not mentioned above.					15%
20	Estimated Delivery (Business Days)				Days	30
21	SECTION B: FUSING AND PROTECTION-S&C FUSES					
22	FUSE, S&C 100E +	S&C	SMU-20, #612100	5	EA	$ 223.00
23	FUSE, S&C 10E +	S&C	SMU-20 #612010	5	EA	$ 223.00
24	FUSE, S&C 150E +	SMU	SMU-20 #612150	15	EA	$ 223.00
25	FUSE, S&C 15E +	S&C	SMU-20 #612015	5	EA	$ 223.00
26	FUSE, S&C 20E	S&C	SMU-20, #612020	5	EA	$ 223.00
27	FUSE, S&C 25E +	S&C	SMU-20 #612025	5	EA	$ 223.00
28	FUSE, S&C 40E +	S&C	SMU-20 #612040	5	EA	$ 223.00
29	FUSE, S&C 50E +	S&C	SMU-20, #612050	5	EA	$ 223.00
30	FUSE, S&C 65E +	S&C	SMU-20, #612065	80	EA	$ 223.00
31	FFUSE, S&C 80E +	S&C	SMU-20, #612080	10	EA	$ 223.00
32	FUSE, S&C, END FITTING +	S&C	SML20-3097- (CABINET FUSE) ONLY	5	EA	$ 585.00
33	FUSE, S&C, END FITTING, PME GEAR+	S&C	SME#20 3093	15	EA	$ 590.00
34	Discount off List Price for Special Order Items in this category not mentioned above.					25%
35	Estimated Delivery (Business Days)				Days	210
36	SECTION C:WOOD ARMS					
37	BRACE, CROSSARM WOOD 60" +	Brooks/Hubbell	ALUMAFRM RA6018/ HPS PSCRA6018	500	PR	$ 35.00
38	ARM WOOD 3 3/4" x 4 3/4" X 8'+	Brooks	BROOKS LUMBER BXARM8FC	350	EA	$ 105.00
39	ARM WOOD 3.75"X4.75"X10' +	Brooks	BROOKS LUMBER BXARM10FC / TYPE-05FS	300	EA	$ 128.00
40	Discount off List Price for Special Order Items in this category not mentioned above.					25%
41	Estimated Delivery (Business Days)			1	Days	7

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EXHIBIT F-CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

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.**

Techline, 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.

Not applicable

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

5

Signature of vendor doing business with the governmental entity

June 23rd, 2025

Date

Certificate Of Completion

Envelope Id: 3811FBE4-7A94-4D30-85A3-EB985F494599
Status: Sent
Subject: Please DocuSign: City Council Contract 8864 Electric Dist. Hardware - Fuses and Arms
Source Envelope:
Document Pages: 31
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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

Record Tracking

Status: Original
8/20/2025 10:47:07 AM
Holder: Ginny Brummett
Ginny.Brummett@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ginny Brummett ginny.brummett@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: 8/20/2025 11:39:57 AM Viewed: 8/20/2025 11:40:41 AM Signed: 8/20/2025 11:40:55 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: 8/20/2025 11:40:57 AM Viewed: 8/21/2025 8:39:04 AM Signed: 8/21/2025 8:39:42 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: 8/21/2025 8:39:44 AM Viewed: 8/22/2025 5:38:18 PM Signed: 8/22/2025 5:39:25 PM
Nathan Chan Nathan.Chan@Techline-Inc.com Senior Project Manager Techline, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/22/2025 5:41:56 PM ID: 8b068e53-1af3-47fb-9a77-b0937789c8fd	Signed by: 3B75B7CE64F24BE... Signature Adoption: Pre-selected Style Using IP Address: 2603:808c:1800:24:c840:7b3a:4607:bb4 Signed using mobile	Sent: 8/22/2025 5:39:28 PM Viewed: 8/22/2025 5:41:56 PM Signed: 8/22/2025 5:43:19 PM

Signer Events	Signature	Timestamp
Christine Taylor christine.taylor@cityofdenton.com Assistant City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Christine Taylor 2B3E02ECE3184D8... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/22/2025 5:43:21 PM Viewed: 8/25/2025 9:15:44 AM Signed: 8/25/2025 9:16:01 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: 8/25/2025 9:16:05 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: 8/20/2025 11:40:58 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: 8/25/2025 9:16:04 AM Viewed: 8/25/2025 10:42:02 AM

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		
Keith Kading Keith.Kading@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/5/2025 12:01:25 PM ID: df5a55be-6e99-4251-8004-1ac352c3e369		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/20/2025 11:39:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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..
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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

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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.
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File #: ID 24-2622, **Version:** 1

AGENDA CAPTION

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 Proposed	FY 2026 Adopted	FY 2026 No-New-Revenue Tax Rate
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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **September 9, 2025**

SUBJECT
Hold a public hearing and receive citizen input on the FY 2025-26 Proposed Budget.

BACKGROUND
The City Charter and State Law require that prior to budget adoption, a public hearing be conducted to allow citizens the opportunity to provide input on the Proposed Budget. The required notice of the public hearing was published August 30, 2025 in the *Denton Record Chronicle*. The notice was also posted on the City's Web site, and on the City's public access channel. A copy of the published notice is provided for reference in Exhibit 2.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
On August 9, 2025, the City Council was provided with detailed information regarding the FY 2025-26 Proposed Budget including the proposed tax rate. Additional budget presentations were given to City Council on August 19, 2025 and September 9, 2025.

FISCAL INFORMATION
The 2025-26 Proposed Budget includes $2,551,200,633 in budgeted expenditures.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - 2025 Notice of Budget Hearing
Exhibit 3 - Presentation

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
(940) 349-8127

NOTICE OF PUBLIC HEARING ON BUDGET

The City Council for the City of Denton, Texas, will hold a public hearing on the Fiscal Year 2025-26 Annual Program of Services ("Budget"), on Tuesday, September 9, 2025 at 6:30 p.m. in the City Council Chambers at City Hall, located at 215 East McKinney Street in Denton, Texas, 76201. The meeting will be held for the purpose of receiving community input on the Budget. A public meeting to vote on the Budget will be held on September 16, 2025 at 6:30pm at Denton City Hall 215 E. McKinney Street Denton, TX 76201.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $9,082,690 OR 7.6% AND OF THAT AMOUNT $3,630,104 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

All interested citizens are encouraged to attend and express their views. If members of the public are not able to attend the hearings and meetings mentioned above in-person, members of the public will be able to participate in the meetings pursuant to the processes outlined at https://www.cityofdenton.com/242/Public-Meetings-Agendas

FY 2025-26 Proposed Budget Hearing

September 9, 2025

Fiscal Year 2025-26

Property Tax Rate

City Manager's Proposed Tax Rate		
Maintenance & Operation	$0.334780 / $100	**(unchanged)**
Debt Service	$0.260640 / $100	**(increase $0.01)**
Total Proposed Tax Rate	**$0.595420 / $100**	
No New Revenue Rate	$0.554279 / $100	
Published Max Tax Rate	$0.605420 / $100	
Voter Approval Rate	$0.610157 / $100	

Fiscal Year 2025-26

General Fund - Revenues

	2023-24 ACTUALS	2024-25 ESTIMATES	2025-2026 PROPOSED	FY 2026-27 PROJECTED	FY 2027-28 PROJECTED	FY 2028-29 PROJECTED	FY 2029-30 PROJECTED
Beginning Fund Balance	**$ 44,749,871**	**$ 42,353,136**	**$ 42,508,217**	**$ 42,508,217**	**$ 44,646,467**	**$ 49,182,379**	**$ 53,758,009**
Property Tax	66,281,546	67,804,582	72,012,306	74,172,675	76,397,856	77,925,813	79,484,329
Sales Tax	57,074,842	60,164,000	62,944,986	64,833,336	66,778,336	68,113,903	69,476,181
Other Taxes	566,827	502,136	566,134	583,118	600,611	612,623	624,876
Licenses and Permits	5,561,811	6,956,839	6,846,632	7,052,031	7,263,592	7,408,864	7,557,042
Franchise Fees & ROI	17,534,987	24,679,488	32,194,374	33,160,205	34,155,011	34,838,112	35,534,874
Fines and Fees	2,525,000	2,527,452	2,528,462	2,604,316	2,682,446	2,736,095	2,790,817
Service Fees	12,420,160	13,020,436	12,866,937	13,252,945	13,650,534	13,923,544	14,202,015
Investment Income	3,567,673	2,742,602	2,618,775	2,697,338	2,778,258	2,833,824	2,890,500
Intergovernmental Revenue	3,530,952	3,169,666	3,571,740	3,678,892	3,789,259	3,865,044	3,942,345
Other Revenues	688,630	422,332	719,846	741,442	763,685	778,959	794,538
Transfers	16,903,268	20,710,051	21,954,773	22,613,416	23,291,819	23,757,655	24,232,808
Total Revenue	**$ 186,655,696**	**$ 202,699,585**	**$ 218,824,966**	**$ 225,389,715**	**$ 232,151,406**	**$ 236,794,435**	**$ 241,530,323**

Fiscal Year 2025-26

General Fund - Expenditures

	2023-24 ACTUALS	2024-25 ESTIMATES	2025-26 PROPOSED	FY 2026-27 PROJECTED	FY 2027-28 PROJECTED	FY 2028-29 PROJECTED	FY 2029-30 PROJECTED
Personnel Services	$ 132,516,995	$ 142,946,395	$ 151,582,811	$ 154,614,467	$ 157,706,757	$ 160,860,892	$ 164,078,110
Materials & Supplies	4,066,883	4,442,079	4,617,746	4,710,101	4,804,303	4,900,389	4,998,397
Maintenance & Repair	1,926,679	2,128,311	2,349,279	2,396,265	2,444,190	2,493,074	2,542,935
Insurance	3,920,723	4,521,766	3,868,485	3,945,855	4,024,772	4,105,267	4,187,373
Miscellaneous	2,820,794	3,044,578	2,503,462	2,553,531	2,604,602	2,656,694	2,709,828
Operations	23,326,252	20,340,778	25,386,802	25,894,538	26,412,429	26,940,677	27,479,491
Fixed Assets	661,455	467,371	477,588	487,140	496,883	506,820	516,957
Capital Transfers	1,062,502	1,451,450	1,063,450	1,084,719	1,106,413	1,128,542	1,151,112
Interfund Transfers	18,778,627	23,201,776	26,975,343	27,514,850	28,065,147	28,626,450	29,198,979
Total Expenditures	**$ 189,080,910**	**$ 202,544,503**	**$ 218,824,966**	**$ 223,201,465**	**$ 227,665,495**	**$ 232,218,805**	**$ 236,863,181**
Ending Fund Balance	**$ 42,324,656**	**$ 42,508,217**	**$ 42,508,217**	**$ 44,696,467**	**$ 49,182,379**	**$ 53,758,009**	**$ 58,425,151**
Change in Fund Balance	(2,425,215)	155,081	-	2,188,250	4,485,912	4,575,630	4,667,143
Fund Balance as % of Total Expenditures	22.38%	21.00%	19.43%	20.03%	21.60%	23.15%	24.70%

Fiscal Year 2025-26

Internal Service Funds

Internal Service Funds are used to account for the financing of goods or services provided by one department to another department within the same organization.

Fund Description	FY 2025 Adopted Budget	FY 2026 Proposed Budget
Customer Service Fund	$ 11,965,917	$ 11,873,598
Technology Services Fund	25,100,222	25,051,383
Materials Management Fund	20,890,460	20,934,363
Fleet Management Fund	17,797,472	18,663,445
Facilities Management Fund	8,418,765	8,459,548
Risk Management Fund	8,855,546	8,327,477
Engineering Services Fund	13,521,518	13,314,400
Environmental Services Fund	6,145,567	5,815,738
Total:	**$112,695,467**	**$ 110,439,952**

Fiscal Year 2025-26

Special Revenue Funds

Fund Description	FY 2025 Adopted Budget	FY 2026 Proposed Budget
McKenna Trust Fund	$ 20,000	$ 20,000
Park Land Dedication Trust Fund	1,000,000	1,000,000
Park Development Trust Fund	1,000,000	1,000,000
Downtown TIRZ	1,542,251	1,542,251
Westpark TIRZ	3,522,650	474,006
Sustainability Framework Fund	800,000	1,050,150
Donation Funds	227,500	280,500
Legends Municipal Utility District Fund	169,250	204,500
Tourism Public Improvement District Fund	1,103,385	1,203,334
Water Impact Fees Fund	1,635,340	1,732,674
Wastewater Impact Fees Fund	2,990,345	8,858,946
Health Insurance Fund	42,196,727	43,900,363
Tourist and Convention Fund	4,536,104	5,411,486
Street Improvement Fund	20,532,635	23,432,130
Catalyst Fund	1,150,000	2,150,000
Tree Fund	1,000,000	1,000,000
Total:	**$ 83,426,187**	**$ 93,240,340**

Fiscal Year 2025-26

Airport – 5 Year Forecast

	2023-24 Actuals	2024-25 Budget	2024-25 EOY Estimate	2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	**$ 3,284,052**	**$ 3,098,380**	**$ 3,215,342**	**$ 3,194,840**	**$ 3,194,840**	**$ 4,228,366**	**$ 4,399,758**	**$ 4,557,209**
Land Leases	870,328	800,331	1,082,581	1,335,139	1,355,166	1,375,494	1,396,126	1,417,068
Hangar Leases	157,065	170,400	171,375	199,800	199,800	199,800	199,800	199,800
Fuel Flowage Fees	288,979	260,000	234,974	300,000	300,000	300,000	300,000	300,000
FBO Hangar/Tiedown Commissions	328,238	275,000	300,986	300,000	309,000	318,270	327,818	337,653
Miscellaneous Revenues	10,390	2,000	89,018	40,250	41,458	42,701	43,982	45,302
Agriculture Leases	2,331	2,331	1,748	2,331	2,331	2,331	2,331	2,331
Gas Well Royalties & Leases	239,355	350,000	215,003	200,000	180,000	162,000	145,800	131,220
Other Revenue	345,696	196,509	319,486	207,896	1,152,939	295,986	307,983	319,005
Transfers From General Fund	-	-	-	-	-	-	-	-
Total Revenues	**$ 2,242,381**	**$ 2,056,571**	**$ 2,415,171**	**$ 2,585,416**	**$ 3,540,693**	**$ 2,696,581**	**$ 2,723,840**	**$ 2,752,378**
Use of Reserves	$ 127,377	$ 545,655	$ 20,502	$ -	$ -	$ -	$ -	$ -
Total Resources	**$ 2,369,758**	**$ 2,602,226**	**$ 2,435,673**	**$ 2,585,416**	**$ 3,540,693**	**$ 2,696,581**	**$ 2,723,840**	**$ 2,752,378**
Personnel Services	848,082	851,660	864,134	856,713	878,131	900,084	922,586	945,651
Materials & Supplies	12,770	23,720	16,685	9,700	9,894	10,092	10,294	10,500
Maintenance & Repair	8,868	60,100	15,120	33,550	34,221	34,905	35,604	36,316
Insurance	44,579	49,984	49,984	47,669	49,099	50,572	52,089	53,652
Operations	127,998	263,899	86,887	258,418	266,171	274,156	282,380	290,852
Cost of Service - General Fund	276,423	284,716	284,716	301,325	310,365	319,676	329,266	339,144
Cost of Service - Other	233,188	316,492	316,492	268,336	276,386	284,678	293,218	302,015
Transfer to Capital Projects	-	-	-	64,055	-	-	-	-
Debt Service	806,779	751,655	751,655	745,650	682,900	651,025	640,950	641,100
Subtotal Operating	**2,358,685**	**2,602,226**	**2,385,673**	**2,585,416**	**2,507,166**	**2,525,187**	**2,566,387**	**2,619,228**
Gas Well - Other	11,070	-	50,000	-	-	-	-	-
Total Expenditures	**$ 2,369,758**	**$ 2,602,226**	**$ 2,435,673**	**$ 2,585,416**	**$ 2,507,168**	**$ 2,525,189**	**$ 2,566,389**	**$ 2,619,230**
Ending Fund Balance	**$ 3,156,675**	**$ 2,552,725**	**$ 3,194,840**	**$ 3,194,840**	**$ 4,228,366**	**$ 4,399,758**	**$ 4,557,209**	**$ 4,690,357**
Change in Fund Balance	**$ (127,377)**	**$ (545,655)**	**$ (20,502)**	**$ -**	**$ 1,033,525**	**$ 171,392**	**$ 157,451**	**$ 133,148**
Fund Balance as % of Total Expenditures	**133.21%**	**98.10%**	**131.17%**	**123.57%**	**168.65%**	**174.23%**	**177.57%**	**179.07%**

Forecast includes mid-year rate increases approved by council during the current fiscal year.

Fiscal Year 2025-26

Electric – 5 Year Forecast

	2023-24 Actuals	2024-25 Budget	2024-25 EOY Estimate	2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	**$ 99,845,101**	**$ 114,148,221**	**$ 112,128,803**	**$ 110,368,104**	**$ 127,416,893**	**$ 152,997,168**	**$ 187,932,173**	**$ 236,044,858**
Rate Revenues								
Base Rate Revenue	$ 131,971,282	$ 189,839,592	$ 118,741,182	$ 139,864,728	$ 154,659,166	$ 171,731,777	$ 190,739,787	$ 211,109,610
TCRF Revenue	10,751,806	30,286,099	23,853,789	51,111,143	58,591,788	61,521,377	64,597,446	67,827,318
ECA Revenue	67,333,794	86,122,202	80,382,787	233,486,208	295,481,390	344,575,738	345,527,465	340,758,721
Non-rate Revenue	40,224,302	31,880,385	39,612,888	35,578,131	36,645,475	37,744,839	38,877,184	40,043,500
DEC Revenue	19,621,032	52,674,627	53,357,473	65,690,445	66,069,624	65,214,984	63,814,594	62,977,501
Interfund Transfers	1,609,740	1,680,870	1,845,909	900,365	927,376	955,197	983,853	1,013,369
Total Revenue	**$ 271,511,955**	**$ 392,483,775**	**$ 317,794,028**	**$ 526,631,020**	**$ 612,374,818**	**$ 681,743,912**	**$ 704,540,330**	**$ 723,730,018**
Purchased Power	$ 109,891,615	$ 181,498,874	$ 130,072,315	$ 288,316,607	$ 346,553,720	$ 394,529,822	$ 393,975,620	$ 388,318,484
Transmission of Power	26,013,621	27,284,774	29,064,216	45,695,176	52,416,950	55,037,798	57,789,688	60,679,172
Personnel Services	24,660,768	29,214,928	24,916,278	29,473,911	30,358,129	31,268,872	32,206,939	33,173,147
Materials & Supplies	2,462,230	4,086,780	2,651,568	2,442,104	2,515,367	2,590,828	2,668,553	2,748,610
Maintenance & Repair	2,300,968	2,267,010	1,696,005	1,680,332	1,730,742	1,782,664	1,836,144	1,891,228
Insurance	1,947,434	4,475,159	1,524,402	1,453,738	1,497,350	1,542,271	1,588,539	1,636,195
Administrative Cost	22,845,793	33,120,822	21,897,726	34,480,288	39,673,263	43,688,998	45,268,492	46,648,496
Miscellaneous	1,434,746	1,049,100	1,023,590	1,031,615	1,062,563	1,094,440	1,127,274	1,161,092
Operations	9,831,688	13,465,119	8,659,927	12,279,294	12,647,673	13,027,103	13,417,916	13,820,454
Debt Service Transfers	69,300,914	76,159,518	76,693,095	71,913,276	75,357,668	78,667,360	82,354,168	79,951,386
Interfund Transfers	18,950,955	19,170,589	19,170,588	19,340,890	19,921,117	20,518,750	21,134,313	21,768,342
Transfers to Capital Projects	853,420	2,185,017	2,185,017	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000
Total Expenditures	**$ 290,494,152**	**$ 393,977,690**	**$ 319,554,727**	**$ 509,582,231**	**$ 586,794,542**	**$ 646,808,907**	**$ 656,427,645**	**$ 654,856,605**
Ending Fund Balance	**$ 112,128,803**	**$ 112,654,306**	**$ 110,368,104**	**$ 127,416,893**	**$ 152,997,168**	**$ 187,932,173**	**$ 236,044,858**	**$ 304,918,271**
Change in Fund Balance (Use of Reserves)	**$ (18,982,196)**	**$ (1,493,915)**	**$ (1,760,699)**	**$ 17,048,789**	**$ 25,580,276**	**$ 34,935,005**	**$ 48,112,685**	**$ 68,873,413**
Rate Increases								
Base Rate				0.0%	6.5%	7.0%	7.0%	6.5%
Working Capital (8%) & Op Reserves (>38%)	**$ 133,627,310**	**$ 181,229,737**	**$ 146,995,174**	**$ 234,407,826**	**$ 269,925,489**	**$ 297,532,097**	**$ 301,956,717**	**$ 301,234,038**
Working Capital (8%) & Op Reserves (>61%)	**$ 200,440,965**	**$ 271,844,606**	**$ 220,492,762**	**$ 351,611,739**	**$ 404,888,234**	**$ 446,298,146**	**$ 452,935,075**	**$ 451,851,058**
Ending Fund Balance Minimum Target Met	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**	**YES**
Debt Service Coverage Ratio (DSCR)	1.07	1.44	1.29	1.74	1.91	2.04	2.17	2.48

Fiscal Year 2025-26

Solid Waste – 5 Year Forecast

	2023-24 Actuals	2024-25 Budget	2024-25 EOY Estimate	2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	**$ 11,697,148**	**$ 10,806,539**	**$ 12,248,136**	**$ 12,533,781**	**$ 12,533,781**	**$ 9,262,649**	**$ 7,735,854**	**$ 7,023,642**
Resources								
Rate Revenues	$ 34,815,307	$ 35,754,289	$ 35,170,571	$ 37,972,656	$ 40,089,632	$ 42,324,629	$ 43,594,367	$ 44,902,198
Wholesale Agreements	4,005,845	5,296,940	5,296,940	5,521,140	5,521,140	5,521,140	5,521,140	5,521,140
Non-Rate Revenues	2,106,304	2,468,058	2,780,884	1,859,877	1,889,464	1,916,927	1,946,068	1,977,006
Use of Reserves	-	-	-	-	3,271,133	1,526,795	712,211	-
Total Resources	**$ 40,927,456**	**$ 43,519,287**	**$ 43,248,395**	**$ 45,353,673**	**$ 50,771,368**	**$ 51,289,491**	**$ 51,773,787**	**$ 52,400,345**
Expenditures								
Personnel Services	$ 13,869,421	$ 14,468,792	$ 13,837,394	$ 14,210,046	$ 14,636,347	$ 15,075,438	$ 15,527,701	$ 15,993,532
Materials & Supplies	511,714	748,667	508,566	509,831	525,126	540,880	557,106	573,819
Maintenance and Repair	223,662	260,266	286,685	247,035	254,446	262,079	269,942	278,040
Insurance	717,541	696,804	696,804	664,506	684,441	704,974	726,124	747,907
Miscellaneous Expense	33,061	43,320	40,419	33,085	34,078	35,100	36,153	37,237
Operations	8,048,133	7,810,415	8,363,044	8,511,170	8,766,505	9,029,500	9,300,385	9,579,397
Cost of Service Transfers	6,272,473	8,442,354	8,442,354	7,198,011	7,413,951	7,636,370	7,865,461	8,101,425
Fixed Assets	779,707	1,015,337	754,151	966,576	995,573	1,025,440	1,056,204	1,087,890
Vehicle Replacement	1,425,000	1,870,000	1,870,000	3,463,000	5,995,000	5,870,850	5,400,000	3,481,000
Revenue Funded Capital	1,627,707	-	-	-	-	-	-	-
Closure/Post Closure	752,628	752,631	752,631	946,819	1,256,748	1,334,760	1,417,174	1,504,220
Debt Service	4,775,075	5,269,872	5,269,872	6,417,619	7,957,598	7,454,998	7,228,864	7,146,077
Franchise Fees	2,003,512	2,140,829	2,140,829	2,185,975	2,251,554	2,319,101	2,388,674	2,460,334
Total Expenditures	**41,039,634**	**43,519,287**	**42,962,750**	**45,353,673**	**50,771,368**	**51,289,491**	**51,773,787**	**50,990,879**
Ending Fund Balance	**$ 11,584,970**	**$ 10,806,539**	**$ 12,533,781**	**$ 12,533,781**	**$ 9,262,649**	**$ 7,735,854**	**$ 7,023,642**	**$ 8,433,108**
Net Change	$ (112,178)	$ -	$ 285,645	$ 0	$ (3,271,133)	$ (1,526,795)	$ (712,211)	$ 1,409,466
Revenue Sufficiency Requirement	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**2.5%**	**2.5%**	**0.0%**	**0.0%**
Target Reserves								
Wrking Cptl - 8% / Op Reserve Target - 6%	**$ 5,745,549**	**$ 6,092,700**	**$ 6,014,785**	**$ 6,349,514**	**$ 7,107,992**	**$ 7,180,529**	**$ 7,248,330**	**$ 7,138,723**
Wrking Cptl - 8% / Op Reserve Target - 10%	**$ 7,387,134**	**$ 7,833,472**	**$ 7,733,295**	**$ 8,163,661**	**$ 9,138,846**	**$ 9,232,108**	**$ 9,319,282**	**$ 9,178,358**
Ending Fund Balance Target Met	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**No**	**Yes**

Fiscal Year 2025-26

Water – 5 Year Forecast

	2023-24 Actuals	2024-25 Budget	2024-25 EOY Estimate	2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	**$ 38,986,361**	**$ 43,324,871**	**$ 43,229,553**	**$ 44,067,966**	**$ 40,435,802**	**$ 39,880,613**	**$ 39,132,269**	**$ 38,248,183**
Rate Revenues								
Residential Water Sales	$ 22,970,067	$ 23,684,799	24,512,591	$ 26,729,134	$ 29,188,214	$ 32,480,645	$ 36,144,462	$ 39,469,752
Commercial Water Sales	20,834,188	23,472,151	22,541,921	24,053,182	26,266,075	29,228,888	32,525,907	35,518,290
Wholesale - Raw Water	1,067,876	1,688,223	107,307	54,500	59,514	66,227	73,698	80,478
Wholesale - Treated Water	618,084	665,946	770,030	3,004,328	3,280,727	3,650,793	4,062,602	4,436,361
Non-Rate Revenues	1,187,674	1,093,820	1,281,765	1,277,070	1,325,213	1,395,122	1,469,913	1,528,292
Interfund Transfers	3,693,127	3,803,921	3,803,921	2,944,874	3,033,220	3,124,217	3,217,943	3,314,482
Interest Income	1,771,248	1,226,964	1,226,964	1,104,268	1,137,396	1,171,517	1,206,663	1,242,863
Total Revenue	**$ 52,142,264**	**$ 55,635,824**	**$ 54,244,499**	**$ 59,167,356**	**$ 64,290,359**	**$ 71,117,409**	**$ 78,701,187**	**$ 85,590,518**
Purchased Power	$ 1,987,888	$ 1,481,328	$ 2,095,120	$ 2,212,016	$ 2,278,376	$ 2,346,728	$ 2,417,130	$ 2,489,643
Purchased Water	1,776	3,000	2,000	2,060	2,122	2,185	2,251	2,319
Personnel Services	10,461,688	13,144,979	10,741,744	13,616,587	14,025,085	14,445,837	14,879,212	15,325,589
Materials and Supplies	3,202,244	4,781,574	3,608,387	4,739,332	4,881,512	5,024,253	5,174,981	5,330,230
Maintenance and Repair	2,874,264	1,868,402	2,291,813	2,882,140	2,968,604	3,057,662	3,149,392	3,243,874
Insurance	442,337	519,789	521,788	495,690	510,561	525,878	541,654	557,903
Administrative Cost	3,842,717	4,208,445	4,153,421	4,761,342	4,997,535	5,561,257	6,188,567	6,757,915
Miscellaneous Expense	54,932	112,865	55,091	55,288	55,447	55,610	55,778	55,952
Operations	2,921,092	3,963,028	2,667,919	4,281,631	4,410,080	4,542,382	4,678,654	4,819,013
Debt Service Transfers	11,771,059	14,571,614	15,699,435	18,537,125	20,015,810	25,351,157	31,234,424	36,110,628
Capital Transfers	2,234,857	430,562	430,562	1,332,500	524,000	475,000	475,000	475,000
Interfund Transfers	8,104,219	10,514,188	11,138,807	9,883,809	10,176,417	10,477,803	10,788,230	11,107,970
Total Expenditures	**$ 47,899,072**	**$ 55,635,824**	**$ 53,406,086**	**$ 62,799,520**	**$ 64,845,548**	**$ 71,865,753**	**$ 79,585,273**	**$ 86,276,037**
Ending Fund Balance	**$ 43,229,553**	**$ 43,324,871**	**$ 44,067,966**	**$ 40,435,802**	**$ 39,880,613**	**$ 39,132,269**	**$ 38,248,183**	**$ 37,562,664**
Change in Fund Balance (Use of Reserves)	**$ 4,243,191**	**$ -**	**$ 838,413**	**$ (3,632,164)**	**$ (555,189)**	**$ (748,344)**	**$ (884,086)**	**$ (685,519)**
Rate Increase – Residential & Commercial				3.0%	5.0%	7.0%	7.0%	5.0%
Rate Increase – Wholesale Treated Water				297.0%	5.0%	7.0%	7.0%	5.0%
Working Capital (8%) & Op Reserves (>25%)	**$ 15,806,694**	**$ 18,359,822**	**$ 17,624,008**	**$ 20,723,842**	**$ 21,399,031**	**$ 23,715,698**	**$ 26,263,140**	**$ 28,471,092**
Working Capital (8%) & Op Reserves (>42%)	**$ 23,949,536**	**$ 27,817,912**	**$ 26,703,043**	**$ 31,399,760**	**$ 32,422,774**	**$ 35,932,877**	**$ 39,792,637**	**$ 43,138,018**
Ending Fund Balance Minimum Target Met	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
Debt Service Coverage Ratio (DSCR)	1.88	1.32	1.35	1.13	1.25	1.21	1.19	1.18

Fiscal Year 2025-26

Wastewater & Drainage – 5 Year Forecast

	2023-24 Actuals	2024-25 Budget	2024-25 EOY Estimate	2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	**$ 18,245,883**	**$ 16,861,672**	**$ 18,925,173**	**19,227,728**	**$ 18,292,723**	**$ 18,866,392**	**$ 19,429,504**	**$ 21,003,499**
Residential Sales	$ 17,080,005	$ 19,409,168	$ 18,724,492	$ 21,635,907	$ 25,121,608	$ 28,969,528	$ 33,162,005	$ 37,336,905
Commercial Sales	19,551,346	21,207,800	21,115,311	24,102,677	27,907,164	32,105,668	36,679,016	41,233,844
Watershed Inspection Fee	25,538	26,941	16,710	18,370	18,921	19,488	20,073	20,675
Non-Rate Revenues	4,091,650	3,605,976	3,812,431	3,889,010	4,005,681	4,121,250	4,240,287	4,362,894
Interest Income	643,509	523,269	523,269	470,942	485,070	499,622	514,611	530,049
Operating Transfers In	613,166	638,822	896,511	309,666	318,956	328,525	338,380	348,532
Total Revenue	**$ 42,005,214**	**$ 45,411,976**	**$ 45,088,723**	**$ 50,426,572**	**$ 57,857,400**	**$ 66,044,082**	**$ 74,954,372**	**$ 83,832,900**
Purchased Power	$ 1,129,571	$ 1,200,000	$ 1,200,000	$ 1,236,000	$ 1,273,080	$ 1,311,272	$ 1,350,611	$ 1,391,129
Fuel	25,822	21,000	31,142	35,000	36,050	37,132	38,245	39,393
Personnel Services	9,043,972	10,343,892	8,985,669	11,276,521	11,614,817	11,963,261	12,322,159	12,691,824
Materials and Supplies	1,907,652	2,134,500	2,083,673	2,718,756	2,800,319	2,884,328	2,970,858	3,059,984
Maintenance and Repair	2,926,467	2,819,872	2,375,649	2,674,362	2,754,593	2,837,231	2,922,348	3,010,018
Insurance	408,225	463,483	463,769	441,991	455,251	468,908	482,975	497,465
Administrative Cost	2,833,659	3,023,547	3,116,225	3,514,468	4,022,894	4,692,303	5,422,426	6,149,031
Miscellaneous Expense	10,970	26,098	20,562	10,513	10,828	11,153	11,488	11,832
Operations	2,283,535	2,285,264	1,952,364	3,076,792	3,169,096	3,264,169	3,362,094	3,462,957
Debt Service Transfers	8,656,914	9,785,287	10,193,589	9,663,658	15,322,426	21,801,605	27,890,779	33,969,143
Capital Transfers	2,549,050	1,924,995	2,729,298	4,664,157	3,367,187	3,383,302	3,399,901	3,416,998
Internal Transfers	9,550,087	11,634,227	11,634,227	12,049,360	12,457,191	12,826,306	13,206,494	13,598,088
Total Expenditures	**$ 41,325,924**	**$ 45,662,165**	**$ 44,786,168**	**$ 51,361,578**	**$ 57,283,731**	**$ 65,480,970**	**$ 73,380,377**	**$ 81,297,861**
Ending Fund Balance	**$ 18,925,173**	**$ 16,611,483**	**$ 19,227,728**	**$ 18,292,723**	**$ 18,866,392**	**$ 19,429,504**	**$ 21,003,499**	**$ 23,538,538**
Change in Fund Balance	**$ 679,290**	**$ (250,189)**	**$ 302,555**	**$ (935,006)**	**$ 573,669**	**$ 563,112**	**$ 1,573,995**	**$ 2,535,039**
Rate Increase - Residential (WW)				11.0%	9.0%	8.0%	7.0%	5.0%
Rate Increase - Commercial (WW)				11.0%	9.0%	8.0%	7.0%	5.0%
Working Capital (8%) & Op Reserves (>20%)	**$ 11,571,259**	**$ 12,785,406**	**$ 12,540,127**	**$ 14,381,242**	**$ 16,039,445**	**$ 18,334,672**	**$ 20,546,506**	**$ 22,763,401**
Working Capital (8%) & Op Reserves (>31%)	**$ 16,117,110**	**$ 17,808,244**	**$ 17,466,605**	**$ 20,031,015**	**$ 22,340,655**	**$ 25,537,578**	**$ 28,618,347**	**$ 31,706,166**
Ending Fund Balance Minimum Target Met	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
Debt Service Coverage Ratio (DSCR)	1.70	1.48	1.60	1.75	1.52	1.40	1.37	1.36

Fiscal Year 2025-26

Rate Change History

History of Rate Increases / (Decreases)
Preliminary 2026 Rate Revenue Requirements

Utility	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Proposed FY 2026
Solid Waste	-12.00%	-12.00%	-5.00%	-	-	-	1.50%	0.00%
Electric*	-3.50%	-	-	-	-	3.00%	1.50%	0.00%
Water	-	-	-2.00%	-	-	-	3.00%	3.00%
Wastewater	-5.00%	-	-	-	-	11.00%	11.00%	11.00%
Drainage	-	-	-	-	-	-	-	0.00%

** Base Rate Only*

Fiscal Year 2025-26

Capital Improvement Program Summary

The FY 2026 Capital Improvement Program (CIP) includes $552.8 million in planned new funding for FY 2026.

- $127.0 million - General Government
- $2.2 million - Airport
- $64.0 million - Electric Utility
- $94.9 million - Water Utility
- $243.0 million - Wastewater Utility
- $21.7 million - Solid Waste

Fiscal Year 2025-26

General Government – 5 Year Capital Improvements

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
2023 Bond Election	$ 44,223,000	$ 69,927,000	$ 51,000,000	$ 48,475,000	$ 16,430,000	$ 230,055,000
Finance ERP Replacement	-	-	4,500,000	-	-	4,500,000
Service Center Renovation	-	-	15,000,000	25,000,000	5,000,000	45,000,000
Fire Station # 5	400,000	-	-	-	-	400,000
Fire Station # 6	1,100,000	-	-	-	-	1,100,000
Fire Station: Legends Ranch	-	500,000	15,000,000	-	-	15,500,000
Linda McNatt Animal Shelter	4,500,000	-	-	-	-	4,500,000
Facility Improvements	12,125,000	24,500,000	10,350,000	10,425,000	5,825,000	63,225,000
Parks Improvements	1,375,000	4,756,618	2,937,653	1,475,782	4,168,215	14,713,268
Fleet Management Improvements	500,000	-	-	-	-	500,000
Fleet Vehicle/Equipment Replacements	5,564,000	3,342,000	3,342,000	3,342,000	-	15,590,000
Technology Services Improvements	6,233,357	12,233,319	8,629,840	6,470,883	9,840,748	43,408,147
Traffic Improvements	6,458,000	7,658,000	7,658,000	7,658,000	7,658,000	37,090,000
Drainage Improvements	4,416,805	12,027,402	23,359,796	16,709,287	4,226,898	60,740,188
Roadway Improvements	32,875,473	36,513,165	40,250,000	22,916,667	19,133,333	151,688,638
Neighborhood Street Reconstruction	6,000,000	6,000,000	-	-	-	12,000,000
Bike Lanes	200,000	200,000	200,000	200,000	200,000	1,000,000
Parks & Aquatics Capital Improvements	1,058,000	1,227,791	1,052,193	889,310	986,097	5,213,391
	$ 127,028,635	**$ 178,885,295**	**$ 183,279,482**	**$ 143,561,929**	**$ 73,468,291**	**$ 706,223,632**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
General Obligation Funds	44,223,000	69,927,000	51,000,000	48,475,000	16,430,000	230,055,000
Certificate of Obligation Funds	65,547,635	91,530,504	121,027,289	83,997,619	45,852,195	407,955,241
Other Funds (Revenue, Impact Fees, External Funding)	17,258,000	17,427,791	11,252,193	11,089,310	11,186,097	68,213,391
	$ 127,028,635	**$ 178,885,295**	**$ 183,279,482**	**$ 143,561,929**	**$ 73,468,291**	**$ 706,223,632**

Fiscal Year 2025-26

Airport – 5 Year Capital Improvements

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Taxilane/Taxiway Design	$ 950,000	$ -	$ -	$ -	$ -	$ 950,000
Security Enhancements: Fencing, Gates, Cameras, and badge Readers.	200,000	-	-	-	-	200,000
Taxilane Reconstruction	1,000,000	2,275,000	-	-	-	3,275,000
Taxiway Alpha Design/Reconstruction	-	-	-	12,000,000	-	12,000,000
Taxiway Bravo Design/Reconstruction	-	-	-	-	8,000,000	8,000,000
Vehicle Replacements	40,000	40,000	-	-	-	80,000
Total	**$ 2,190,000**	**$ 2,315,000**	**$ -**	**$ 12,000,000**	**$ 8,000,000**	**$ 24,505,000**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	$ -	$ -	$ -	$ 705,000	$ 800,000	$ 1,505,000
IIJA Funding	1,755,000	2,047,500	-	-	-	3,802,500
Existing Funding	435,000	267,500	-	495,000	-	1,197,500
TxDOT Funding	-	-	-	10,800,000	7,200,000	18,000,000
Total	**$ 2,190,000**	**$ 2,315,000**	**$ -**	**$ 12,000,000**	**$ 8,000,000**	**$ 24,505,000**

Fiscal Year 2025-26

Electric – 5 Year Capital Improvements

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Automated Meter Reading	$ 1,805,000	$ 1,940,2000	$ 761,127	$ 853,392	$832,539	$ 6,192,258
Distribution Substations	8,210,000	6,220,000	3,850,000	5,200,000	4,600,000	28,080,000
Distribution Transformers	10,000,000	11,000,000	12,000,000	13,000,000	14,000,000	60,000,000
Feeder Extensions & Improvements	11,075,338	12,389,159	9,603,808	6,519,336	9,785,797	49,323,437
New Residential & Commercial	8,315,250	8,431,013	8,552,563	8,670,255	9,788,912	43,757,993
Power Factor Improvement	300,000	150,000	100,000	100,000	100,000	750,000
Street Lighting	650,000	650,000	250,000	250,000	250,000	2,050,000
Plant Production	-	-	6,000,000	11,000,000	-	17,000,000
Technology – Software & Hardware	4,409,000	2,909,000	2,009,000	24,250,000	24,850,000	58,427,000
Transmission Lines	5,770,000	16,950,000	10,100,000	14,200,000	8,740,000	55,760,000
Transmission Substations	6,450,000	9,540,000	7,050,000	8,860,000	3,610,000	35,510,000
Electric Relocation	5,500,000	5,500,000	5,500,000	1,500,000	1,500,000	19,500,000
Vehicle Replacement	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000	13,715,000
Total	**$ 63,959,588**	**$ 78,739,372**	**$ 68,836,498**	**$ 97,462,983**	**$ 81,117,247**	**$ 390,115,688**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	$ 58,434,588	$ 58,079,372	$ 51,476,498	$ 88,002,983	$ 77,657,247	$ 333,650,688
Revenue Funding	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000	13,715,000
Cost Participation	4,050,000	17,600,000	14,300,000	6,400,000	400,000	42,750,000
Total	**$ 63,959,588**	**$ 78,739,372**	**$ 68,836,498**	**$ 97,462,983**	**$ 81,117,247**	**$ 390,115,688**

Fiscal Year 2025-26

Water – 5 Year Capital Improvements

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Booster Stations	$ 1,200,000	-	-	-	-	$ 1,200,000
Field Service Replacement	1,103,000	1,158,000	1,216,000	1,269,000	1,269,000	6,015,000
Facility Improvements	2,000,000	-	6,000,000	-	-	8,000,000
Oversize Lines	5,075,000	1,250,000	10,720,000	5,700,000	-	22,745,000
Replace Lines	10,200,000	4,000,000	4,000,000	4,000,000	4,000,000	26,200,000
Taps, Fire Hydrants, & Meters	11,280,000	10,392,000	412,000	430,000	446,000	22,960,000
Transmission Lines	27,828,000	34,200,000	3,200,000	2,200,000	2,200,000	69,628,000
Plant Improvements	34,905,000	74,300,000	113,900,000	60,000,000	2,750,000	285,855,000
Vehicle Replacement	1,082,500	524,000	475,000	475,000	475,000	3,031,500
Water/Wastewater Modeling	250,000	-	-	-	-	250,000
Total	**$ 94,923,500**	**$ 125,824,000**	**$ 139,923,000**	**$ 74,074,000**	**$ 11,140,000**	**$ 445,884,500**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding (includes TWDB)	$ 55,651,541	$ 88,701,855	$ 112,975,809	$ 58,837,881	$ 5,719,445	$ 321,886,530
WIFIA Funding	37,939,459	36,598,145	26,472,191	14,761,119	4,945,555	120,716,470
Revenue Funding	1,332,500	524,000	475,000	475,000	475,000	3,281,500
Total	**$ 94,923,500**	**$ 125,824,000**	**$ 139,923,000**	**$ 74,074,000**	**$ 11,140,000**	**$ 445,884,500**

Fiscal Year 2025-26

Wastewater – 5 Year Capital Improvements

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Lift Station Improvements	$ 28,350,000	$ 19,700,000	$ 8,450,000	$ 450,000	$ 500,000	$ 57,450,000
Replace Lines	74,858,000	58,593,000	25,686,000	10,479,000	3,050,000	172,666,000
Collection System Upgrade	10,413,000	9,230,000	6,667,000	2,500,000	-	28,810,000
Facility Improvements	3,025,000	25,000	25,000	25,000	25,000	3,125,000
Oversize Lines	8,520,000	2,840,000	1,690,000	30,000	-	13,080,000
Taps, Fire Hydrants, & Meters	251,000	255,000	260,000	265,000	270,000	1,301,000
Plant Improvements	114,750,000	229,000,000	202,200,000	118,500,000	70,000,000	734,450,000
Vehicle Replacements	$2,830,000	$2,830,000	$2,830,000	$2,830,000	$2,830,000	$14,150,000
Total	**$ 242,997,000**	**$ 322,473,000**	**$ 247,808,000**	**$ 135,079,000**	**$ 76,675,000**	**$ 1,025,032,000**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding (includes TWDB)	$ 141,892,454	$ 182,425,214	$ 129,790,601	$ 67,446,990	$ 37,660,950	$ 559,216,210
WIFIA Funding	98,274,546	137,217,786	115,187,399	64,802,010	36,184,050	451,665,790
Revenue Funding	2,830,000	2,830,000	2,830,000	2,830,000	2,830,000	14,150,000
Total	**$ 242,997,000**	**$ 322,473,000**	**$ 247,808,000**	**$ 135,079,000**	**$ 76,675,000**	**$ 1,025,032,000**

Fiscal Year 2025-26

Solid Waste & Recycling – 5 Year Capital Improvements

Project	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Organics Program Infrastructure	$ 14,000,000	$ -	$ -	$ -	$ -	$ 14,000,000
Vehicle Replacement	7,264,000	5,095,000	5,220,850	5,400,000	-	22,979,850
Vehicle Additions	448,000	900,000	650,000	-	3,481,000	5,479,000
Concrete Replacement	-	-	350,000	-	-	350,000
Transfer Station Construction	-	-	-	5,000,000	-	5,000,000
Wastewater Infrastructure	-	-	-	-	500,000	500,000
Total	**$ 21,712,000**	**$ 5,995,000**	**$ 6,220,850**	**$ 10,400,000**	**$ 3,981,000**	**$ 48,308,850**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	$ 18,249,000	$ -	$350,000	$5,000,000	$500,000	$ 24,099,000
Revenue Funding	3,463,000	5,995,000	5,870,850	5,400,000	3,481,000	24,209,850
Total	**$ 21,712,000**	**$ 5,995,000**	**$ 6,220,850**	**$ 10,400,000**	**$ 3,981,000**	**$ 48,308,850**

Fiscal Year 2025-26

Discussion and Next Steps

Public Feedback Regarding the Proposed Budget

Next Steps:

- September 16, 2025: Budget & Tax Rate Adoption

File #: AESA25-0001c, **Version:** 1

AGENDA CAPTION

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)

AGENDA INFORMATION SHEET

DEPARTMENT: Environmental Services and Sustainability

ACM: Frank Dixon – Assistant City Manager

DATE: September 16, 2025

SUBJECT

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 to $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).
https://dentontx.new.swagit.com/videos/352450/.

During the meeting a brief discussion was held regarding the value of uplifting the habitat by removing the monocultured invasive privet, the site design supports habitat conditions by maintaining a greater continuity, and the site design maximizes tree preservation.

BACKGROUND

The applicant, IDI Logistics, LLC, represented by Addison Brown, has requested an Alternative Environmentally Sensitive Areas (AESA) Plan to allow for modifications to Environmentally Sensitive Areas (ESAs) located on the subject property. The ESAs will be removed to allow for appropriate access to serve the industrial development. The ecology along the length of the stream on the subject property will be improved to better serve the stream.

Denton designates and provides regulations that limit land-disturbing activities to protect water quality, provide habitat, and maintain ecological services. ESA designations are applied to property based on an assessment that includes a review of the official ESA map.

If a property owner wishes to disturb an ESA beyond the limited encroachments authorized by Section 7.4 of the Denton Development Code (DDC), approval of an AESA Plan must first be obtained pursuant to Section 2.8.4 of the DDC. Approval of an AESA Plan requires two public hearings, the first at the Planning and Zoning Commission for a recommendation and the second at the City Council for ultimate action.

A more detailed explanation of the ESAs found on the subject property as well as a full Staff Analysis of the requested AESA Plan are provided in Exhibit 2.

OPTIONS

1. Recommend Approval
2. Recommend Approval subject to conditions
3. Recommend Denial
4. Postpone item

RECOMMENDATION

The proposed Alternative ESA Plan is a complete application as outlined in the Denton Development Code Section 2.8.4 and the AESA Application Checklist.

Staff recommends **approval** of the request and the proposed ordinance with the following conditions:

1. Land disturbances within Environmentally Sensitive Areas are limited to the Property described on **Exhibit "A"** and depicted on the map provided on **Exhibit "B"**;
2. Clearing on the AESA Property described in **"Exhibit "C"** and depicted on the map provided on **Exhibit "D"** shall comply with the AESA Plan in **Exhibit "E"** and immediately commence upon issuance of the clear and grade permit for the development;
3. All improvements described in the Mitigation Activities portion of the AESA Plan in **Exhibit "E"** must commence prior to the issuance of the first building permit;
4. Notwithstanding Condition No. 2 and with prior approval from the Director of Environmental Services and Sustainability, the Property Owner may begin the improvements described in the Mitigation Activities portion of the AESA Plan in **Exhibit "E"** on a date certain within the next appropriate growing season;
5. Invasive plants removed as a part of the approved AESA Plan shall continue to be monitored and targeted for removal for a minimum of three (3) years from the time of their initial removal and until the conditions of the AESA Plan have been met;
6. Upon receipt of the third annual report, City of Denton staff will perform an inspection. If the inspection confirms that the conditions of the AESA Plan have been met, Director of Environmental Services and Sustainability will issue a letter of acceptance;
7. All perpetual maintenance activities in the AESA Plan shall be recorded on corresponding platting for the Property; and
8. The Property Owner retains all responsibility and shall bear all costs and liabilities related to (i) ownership, operation, upkeep, and maintenance of the AESA Property; (ii) implementation and enforcement of the requirements of the AESA Plan; and (iii) any actions needed to cure any defaults of the AESA Plan.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

No prior actions or reviews of the subject property have been made.

PUBLIC OUTREACH:

13 notices were sent to property owners within 200 feet of the subject property. 69 notices were sent to physical addresses within 500 feet of the subject property. As of the writing of this report, staff received no responses.

A notice was published in the Denton Record Chronicle on August 30, 2025.

A notice was published on the City's website on August 28, 2025.

Four signs were posted on the property on July 10, 2025.

The applicant scheduled a neighborhood meeting on July 14, 2025. The meeting was canceled due a lack of interest.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

1. Agenda Information Sheet
2. Staff Analysis
3. Spencer Road Industrial Alternative ESA Plan
4. Draft Ordinance
5. Notification Map and Responses

Respectfully submitted:
Michael A. Gange
Director of Environmental Services and Sustainability

Prepared by:
JoEtta Dailey
Watershed Protection Manager

Environmental Services and Sustainability Report

AESA25-0001c/Spencer Road Industrial

City Council District #1

The applicant, IDI Logistics, LLC, represented by Addison Brown, has requested an Alternative Environmentally Sensitive Areas (AESA) Plan to allow for modifications to Environmentally Sensitive Areas (ESAs) located on the subject property. The ESAs will be removed to allow for appropriate access to serve the industrial development. The ecology along the length of the stream on the subject property will be improved to better serve the stream.

Denton designates and provides regulations that limit land-disturbing activities to protect water quality, provide habitat, provide critical wildlife corridors, and other ecological services that are offered by ESAs. Properties are assessed for ESA, including a review of the official ESA map.

If a property owner wishes to disturb an ESA beyond the limited encroachments authorized by right within Section 7.4 of the Denton Development Code approval of an AESA Plan must first be obtained. Approval of an AESA Plan requires two public hearings, the first at the Planning and Zoning Commission for a recommendation and the second at the City Council for ultimate action.

EXISTING ENVIRONMENTALLY SENSITIVE AREAS:

An Environmentally Sensitive Areas Field Assessment (ESA25-0001) found an unnamed tributary of Pecan Creek traverses the property and was found to be supported by a floodplain in its natural state. The floodplain is studied and narrow as the stream is intermittent. The stream is also supported by a riparian buffer of the regulatory distance of 50', making the riparian buffer wider than the floodplain at times. On the far east side of the property there are 3.19 acres of Cross Timbers Upland Habitat contiguous with a forested area of greater than 10 acres.

(*continued on next page*)

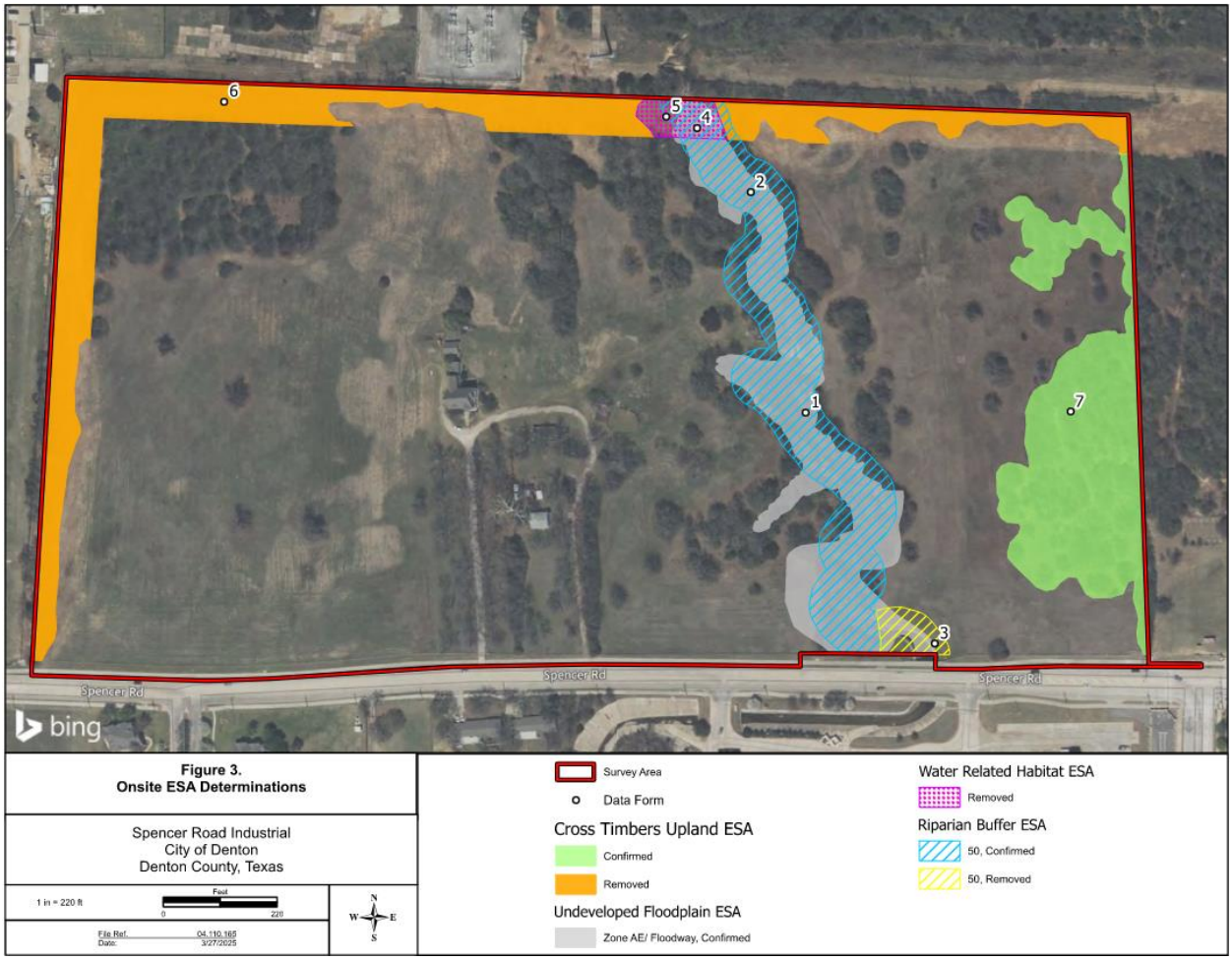

Figure 1: Existing Environmentally Sensitive Areas.

PROPOSED DEVELOPMENT:

42.6 acres of land is proposed to be graded and prepared for industrial warehouse buildings, with associated utilities, roads, and parking lots. The layout of the proposed development maximizes preservation of Environmentally Sensitive Areas. However, an unavoidable impact to the overlapping Riparian Buffer (0.12 acres) and Undeveloped Floodplain ESA (0.09 acres), for a total of 0.23 acres of ESA surrounding and protecting the stream is proposed in order to place an internal road for fire access.

(*continued on next page*)

PROPOSED MITIGATION PLAN:
In exchange for the removal of 0.23 acres of ESAs the applicant is proposing to improve the ecological functionality of the forested Riparian Buffer by removing the invasive and highly damaging plant, privet. Privet, primarily Chinese privet, was found throughout the length of the stream and surrounding land. Removal procedures will be created and followed by the applicant with a goal of 95% eradication of the plant from the 3.52-acre area.

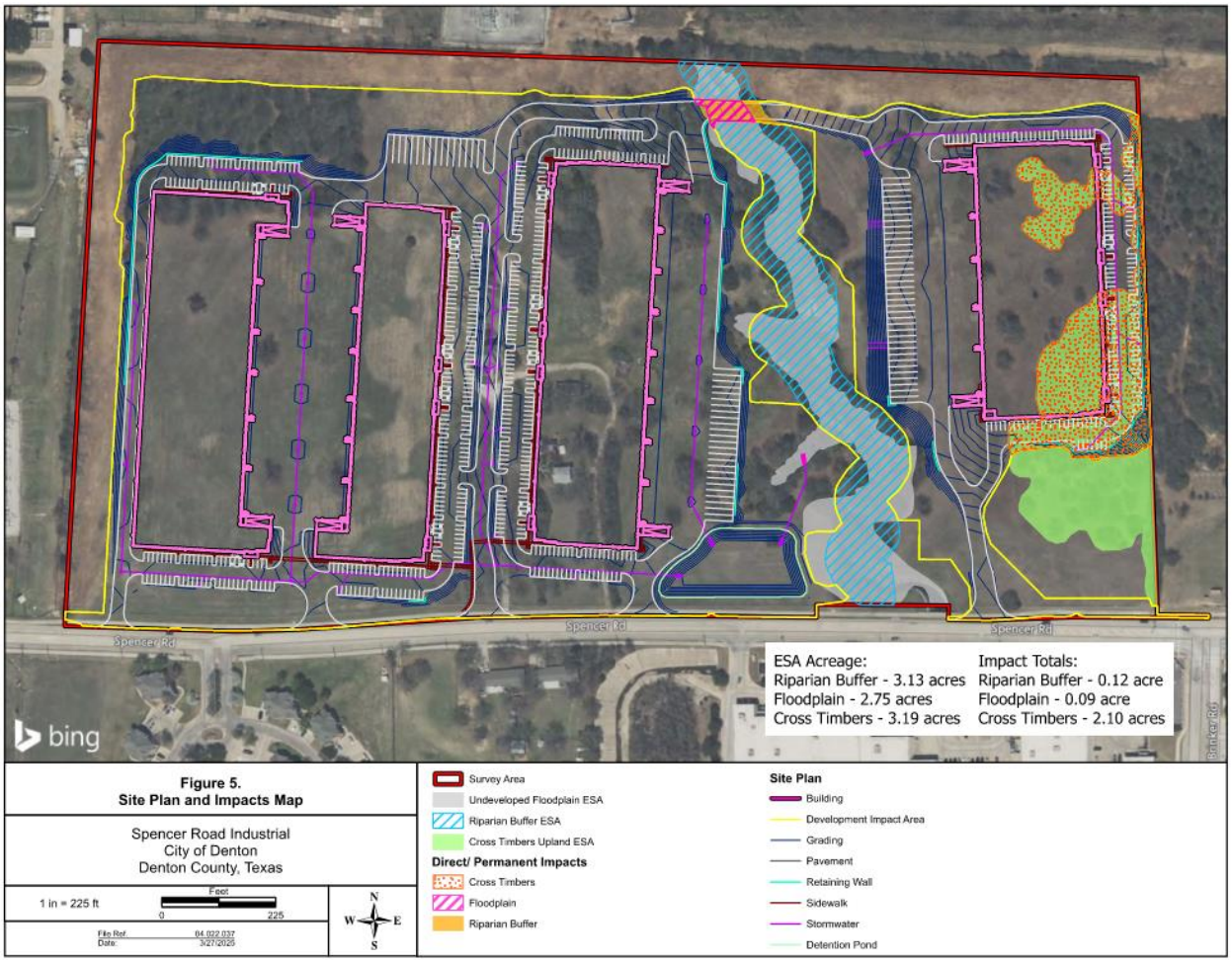

Figure 2: Proposed site plan. The ESA impacts are to cross the stream and the mitigation area will occur within the remainder of the ESAs along the length of the stream.

CONSIDERATIONS:
Section 2.8.4 of the Denton Development Code provides the criteria for approval of an Alternative ESA Plan. The criteria are listed below, and a full analysis provided.

Mitigation goals are obtained by creating, expanding, and/or improving ESAs.
The current Riparian Buffer has limited vegetation and wildlife. The AESA Plan aims to expand and improve the area's ecological functions. The new AESA land is expected to support a wider variety of native plants valuable to water quality and habitat. This aligns with the ESAs' goals of preserving natural and ecological resources.

0.23 acres of ESA will be removed and the remainder 3.48 acres of Riparian Buffer will be ecologically improved.

Mitigation goals are obtained by preserving ESAs above the minimum requirements, exchanges between different types of ESAs, installing pollution prevention controls, and/or implementing best management practices or any other approaches that result in the improvement of the environment being impacted.

Removing the invasive species, privet, will improve the ecology of the area by removing the competition and damaging traits imposed by the plant. This will give native species and opportunity to repopulate the stream segment and surrounding land.

Areas offered as mitigation are linked to existing or planned open space or conserved areas to provide an overall open space system.
The improved AESA feature will remain hydrologically connected to surrounding land.

Development is arranged for maximizing access and utilization of the ESAs by citizens. Areas offered as mitigation are placed either in a lot or lots that incorporate a permanent conservation easement, a preserved habitat, restrictive covenants, or such other legal mechanism to allow for the long-term conservation of said areas. Such legal mechanisms shall limit any future land disturbing activity or construction within the ESAs, shall run with the land, and shall be binding upon all successors and assigns of the current owner.
The stream segment and surrounding ESAs will be placed in a drainage easement, restricting the land from future land improvements.

The alternative ESA plan shall demonstrate that the property owner's alternative proposal results in a high-quality development meeting the intent of the standards in this DDC.
By creating improved habitat, the proposed project maximizes the use of space and results in a greater ability to provide improve water quality leaving the overall site, as well as creating a diverse habitat, serving to address water quantity.

RECOMMENDATION:
Staff recommends **approval** of the request and the proposed ordinance with the following conditions.

1. Land disturbances within Environmentally Sensitive Areas are limited to the Property described on **Exhibit "A"** and depicted on the map provided on **Exhibit "B"**;
2. Clearing on the AESA Property described in **"Exhibit "C"** and depicted on the map provided on **Exhibit "D"** shall comply with the AESA Plan in **Exhibit "E"** and immediately commence upon issuance of the clear and grade permit for the development;
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4. Notwithstanding Condition No. 2 and with prior approval from the Director of Environmental Services and Sustainability, the Property Owner may begin the improvements described in the Mitigation Activities portion of the AESA Plan in **Exhibit "E"** on a date certain within the next appropriate growing season;
5. Invasive plants removed as a part of the approved AESA Plan shall continue to be monitored and targeted for removal for a minimum of three (3) years from the time of their initial removal and until the conditions of the AESA Plan have been met;
6. Upon receipt of the third annual report, City of Denton staff will perform an inspection. If the inspection confirms that the conditions of the AESA Plan have been met, Director of Environmental Services and Sustainability will issue a letter of acceptance;
7. All perpetual maintenance activities in the AESA Plan shall be recorded on corresponding platting for the Property; and
8. The Property Owner retains all responsibility and shall bear all costs and liabilities related to (i) ownership, operation, upkeep, and maintenance of the AESA Property; (ii) implementation and enforcement of the requirements of the AESA Plan; and (iii) any actions needed to cure any defaults of the AESA Plan.

ALTERNATIVE ENVIRONMENTALLY SENSITIVE AREA REPORT

IDI Logistics

Spencer Road Industrial Project Site

June 2025

For compliance with:

City of Denton Environmentally Sensitive Areas Assessment
(ESA# 25-0001)

Prepared by:
Integrated Environmental Solutions, LLC
301 W. Eldorado Parkway, Ste. 101
McKinney, Texas 75069

Prepared for:
IDI Logistics
2300 N. Field Street, Suite 2060
Dallas, Texas 75201

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APPENDICES

Appendix A - Figures

Figure 1 – General Location Map
Figure 2 – City of Denton Mapped ESAs
Figure 3 – On-site ESA Determinations
Figure 4 – Proposed ESA Impacts
Figure 5 – Site Plan and Impacts
Figure 6 – Sewer Line Location and Boring Zone

Appendix B – ESA Assessment Forms

Appendix C – Tree Inventory Data

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INTRODUCTION AND AUTHORITY/ PURPOSE AND NEED FOR ACTION

Integrated Environmental Solutions, LLC (IES) was retained by IDI Logistics for environmental services for the Spencer Road Industrial project site. This Alternative Environmentally Sensitive Area (AESA) Report is being submitted to the City of Denton under the Denton Development Code (DDC) Section 2.8.4 to request approval for impacts to Environmentally Sensitive Areas (ESA). This AESA Report proposes mitigation measures for two impact areas within the Riparian Buffer and Undeveloped Floodplain ESA which are required to construct an internal roadway and detention outfall for the proposed industrial development. The report also details that a region of the Cross Timbers ESA identified on site will be retained, meeting the preservation percentage requirements.

DESCRIPTION OF OVERALL DEVELOPMENT

The proposed Spencer Road Industrial project site is approximately 53.5 acres located at 2201 and 2203 Spencer Road in the City of Denton, Denton County, Texas (**Appendix A, Figure 1**).

The proposed development will consist of four industrial buildings and all associated infrastructure including sidewalks, interior roads, detention, and necessary utilities. The development impact area is approximately 42.9 acres. The current zoning for the tract is General Office (GO), which allows for the proposed development.

EXISTING SITE DESCRIPTION

The survey area was characterized by three distinct vegetation communities, **grassland**, **forested upland**, and **forested riparian corridor**. The **grassland** community dominated the site and consisted of grasses and forbs such as Johnsongrass (*Sorghum halepense*), spreading hedge parsley (*Torilis arvensis*), pinkladies (*Oenothera speciosa*), common sunflower (*Helianthus annuus*), white tridens (*Tridens albescens*), sumpweed (*Iva annua*), Indian blanket (*Gaillardia pulchella*), Illinois bundleflower (*Desmanthus illinoensis*), red seed plantain (*Plantago rhodosperma*), perennial ryegrass (*Lolium perenne*), white clover (*Trifolium repens*), Bermudagrass (*Cynodon dactylon*), silver leaf nightshade (*Solanum elaeagnifolium*), western ragweed (*Ambrosia psilostachya*), field brome (*Bromus arvensis*), and tall goldenrod (*Solidago gigantea*). The **forested upland** was identified scattered along fence lines and in patches across the site. It was comprised of post oak (*Quercus stellata*), eastern red cedar (*Juniperus virginiana*), and pecan (*Carya illinoinensis*), with an understory of Chinese privet (*Ligustrum sinense*) and sawbriar (*Smilax bona-nox*). The **forested riparian corridor** was identified along the central drainage and consisted of woody species such as Osage-orange (*Maclura pomifera*), American elm (*Ulmus americana*), sycamore (*Platanus occidentalis*), and pecan, with an understory comprised of Chinese privet and sawbriar.

IES Environmental staff conducted a site visit on 09 May 2024 to confirm ESAs mapped by the City of Denton. Prior to the site visit, IES reviewed the previously mapped and assessed ESAs as depicted on the Official ESA Map of the City of Denton Online Map Viewer. The ESAs, as depicted on the Online Map Viewer, are shown on **Appendix A**, **Figure 2**. ESAs associated with an assessment completed in 2025 were depicted as follows:

> ESA25-0001: The assessment reviewed the status of a section of an unnamed tributary to Pecan Creek bisecting the project site centrally. The assessment confirmed the Undeveloped Floodplain, Zone AE and Floodway, and most of the Riparian Buffer-50 Habitat associated with the unnamed tributary of Pecan Creek. The field investigation identified Cross Timbers Upland Habitat along the eastern boundary within a contiguous tract that extended east, outside of the boundary. The assessment was unable to confirm the Cross Timbers Upland Habitat along the northern and western boundaries, the Riparian Buffer-50 Habitat along the southern boundary, and the Water Related Habitat along the northern boundary as the areas lacked the basic characteristics of each ESA habitat.

During the site visit, an intermittent stream was identified within the project site, entering via a culvert under Spencer Road and meandering through the site before exiting to the north. A 50-foot Riparian Buffer ESA and Floodplain ESA were identified along the stream. The ESAs identified during the site visit are shown in **Appendix A, Figure 3**. The habitats within the ESAs are as follows:

Stream

An intermittent stream meanders through the central region of the ESA before exiting the site to the north. The intermittent stream was, on average, 7-feet wide and incised 1 to 3 feet. Overall, the stream was in *Good* condition based on the Rapid Stream Assessment Technique (RSAT) performed during the ESA assessment.

Riparian Buffer ESA

A 50-foot Riparian Buffer was identified along the intermittent stream meandering through the central region. The Riparian Buffer ESA along the southern boundary was removed through the ESA assessment completed in May 2024 due to a lack of canopy cover. The Riparian Buffer was dominated by American elm and pecan trees with common greenbrier (*Smilax glauca*), eastern red cedar, Chinese privet, and poison ivy observed in the understory. **Table 1** below summarizes the trees measured and identified within the Riparian Buffer and Undeveloped Floodplain ESA. A full ESA tree inventory completed in June 2024 is included as **Appendix B**. Trees were recorded on a Juniper Systems Geode GNS3S Global Positioning System (GPS) unit capable of sub-meter accuracy.

Table 1. Summary of Trees Identified Within the Riparian Buffer and Undeveloped Floodplain ESA Area.

Tree Species	No. Healthy Trees (total caliper inches)	No. Declining/ Hazard Trees (total caliper inches)
American elm	59 (663.3)	2 (43.9)
Black walnut	1 (19.8)	1 (21.9)
Black willow	1 (18.6)	---
Blackjack oak	32 (342.3)	---
Boxelder	4(36.9)	---
Bradford pear	---	1 (7.9)
Cedar elm	19 (171.1)	---
Chinaberry	7 (65.7)	---
Common persimmon	5 (38.3)	---
Eastern red cedar	29 (309.3)	---
Green ash	18 (173.2)	1 (12.3)
Gum bumelia	2 (20.7)	---
Osage-orange	6 (50.3)	1 (8.3)
Pecan	51 (517.1)	---
Post oak	65 (732.4)	2 (33.1)
Sugarberry	2 (13.3)	---
Sycamore	4 (54.9)	1 (11.8)
Total Trees	305 (3,227.2)	9 (139.2)

Undeveloped Floodplain ESA

Undeveloped Floodplain ESA was mapped around the stream channel and associated buffer. The ESA is associated with Federal Emergency Management Agency (FEMA) 100-year floodplain Zone AE. **Table 1** above summarizes the trees measured and tagged within the Undeveloped Floodplain and Riparian Buffer ESA.

Cross Timbers Upland ESA

The site survey was unable to confirm the Cross Timbers Upland habitat along the northern and western boundaries. The region was previously cleared for a utility line between 2022 and 2023, and no canopy cover was present. Therefore, the northern and western boundary regions did not meet the requirements to be verified as an ESA. A post oak overstory with scattered eastern red cedar trees and saplings was identified along the eastern boundary with Chinese privet overgrown in understory. Recent aerial photography indicates that the forested area has remained forested for several decades. The area was previously part of a larger, contiguous forest but a portion was removed between 2007 and 2008 for

development to the east. Based on aerial photography in Google Earth, the current contiguous canopy cover is 12.9 acres. Therefore, the eastern region met the minimum 10-acre requirement to be verified as an ESA.

AESA PURPOSE

The AESA purpose is to propose mitigation for the impacts to the Riparian Buffer and Undeveloped Floodplain ESAs due to the proposed industrial development construction. The proposed project would involve constructing a connecting road, and detention outfall within the limits of the Riparian Buffer and Undeveloped Floodplain ESAs. The road crossing was placed over the northern section of the intermittent stream due to engineering constraints and transportation requirements, resulting in unavoidable impacts to the ESA. Grading required for the construction would be limited to the minimum necessary for the roadway and detention outfall totaling approximately 0.23 acre (7 percent of 3.13-acre total) within the Riparian Buffer ESA and 0.16 acre (6 percent of 2.75-acre total) within the Undeveloped Floodplain ESA. **Appendix A**, **Figure 4** shows the proposed impacts to the ESA.

The Cross Timbers ESA to the east will also be impacted for the construction of a warehouse building, parking, internal roadways and grading. Per Section 4.2.4.2.1 of the Denton ESA Primer, the proposed development will retain over 30 percent of the Cross Timbers ESA area within the site, which meets the preservation requirements. The industrial complex construction will impact 2.10 acres (65.8 percent) of the total 3.19 acres of Cross Timbers ESA within the site. As 34.2 percent of the total Cross Timbers ESA identified on site will be retained, the development meets the preservation requirements, and no additional mitigation is required or proposed for the Cross Timbers ESA.

Site Access & Interior Design Layout

The Spencer Road Industrial site was designed to maximize building size while limiting impacts to the ESAs and complying with tree preservation requirements. The current design provides 554,552 square feet of warehouse space, internal roadways, detention, and utilities (**Appendix A, Figure 5)**. The easternmost building was shifted north and the size was reduced to limit impacts to the Cross Timbers Upland ESA. To provide two access points to the easternmost building, an internal connection road was necessary in the northern region to ensure access requirements were met. The access road could not be shifted north along the boundary due to the utility line easement, which is present along the western and northern boundaries. Multiple utility lines will be installed across the central and southern Riparian Buffer and Undeveloped Floodplain reaches; however, the segments below the ESA will be bored, resulting in no additional ESA impacts (**Appendix A, Figure 6**). Fire lanes were required around each building for emergency vehicle access, which resulted in additional Cross Timbers Upland ESA impacts; however, walls were strategically placed throughout the project site to minimize the removal of trees and impacts to the ESA. Given the design and environmental constraints, the project design only impacts 0.23 acre of Riparian Buffer ESA, 0.16 acre of Undeveloped Floodplain ESA, and 2.10 acres of Cross Timbers Upland ESA.

NOTIFICATION AND REVIEW

This AESA Report explains the mitigation measures for ESA impacts that will be provided to the City of Denton for formal notification of the activity and review of the proposed restoration activity.

AFFECTED ENVIRONMENT AND SUMMARY OF IMPACTS

Appendix A, Figure 5 shows the observed Riparian Buffer and Undeveloped Floodplain associated with the stream channel through the central region. The total Riparian Buffer ESA covers 3.13 acres, and the Undeveloped Floodplain ESA covers 2.75 acre within the property boundary.

The project is proposing to construct a roadway and detention outfall within the on-site Riparian Buffer and Undeveloped Floodplain ESAs. All vegetation within the impact areas will be permanently removed during the initial construction; however, the impacts will be limited to the extent necessary to fulfill the needs of the industrial development. The proposed impacts from the construction of the roadway and detention outfall are limited to 0.23 acre within the Riparian Buffer ESA and 0.16 acre within the Undeveloped Floodplain ESA. The total impacts and site plan are shown on **Appendix A, Figure 5**.

Based on the tree inventory completed in June 2024 by IES, tree species within the Riparian Buffer and Undeveloped Floodplain impact areas include American elm, blackjack oak (*Quercus marilandica*), black walnut (*Juglans nigra*), cedar elm, eastern red cedar, Osage-orange, and pecan. The understory within the riparian buffer was overgrown with Chinese privet. The trees to be removed are described in **Table 2**. The proposed trees to be removed within the Riparian Buffer and Undeveloped Floodplain ESAs total 316.5-caliper inches from 28 trees, 26 of which were all identified as healthy. The 26 healthy trees make up approximately 8.5 percent of the total healthy trees within the on-site Riparian Buffer and Undeveloped Floodplain ESAs.

Table 2. Identified Trees Within the Proposed Riparian Buffer and Undeveloped Floodplain ESA Impact Area.

ID #	DBH (caliper inches)	Common Name	Scientific Name	Condition	Multi-Trunk
206	12.9	eastern red cedar	*Juniperus virginiana*	Healthy	No
207	10.6	eastern red cedar	*Juniperus virginiana*	Healthy	No
208	7.3	eastern red cedar	*Juniperus virginiana*	Healthy	No
209	14.1	pecan	*Carya illinoinensis*	Healthy	No
210	7.9	eastern red cedar	*Juniperus virginiana*	Healthy	No
211	13.3	eastern red cedar	*Juniperus virginiana*	Healthy	No
212	16	eastern red cedar	*Juniperus virginiana*	Healthy	No
6864	13.9	American elm	*Ulmus americana*	Healthy	No
6865	17.4	American elm	*Ulmus americana*	Healthy	No
6866	8.3	Osage-orange	*Maclura pomifera*	Damaged	No
6867	7.1	American elm	*Ulmus americana*	Healthy	No
6868	19.8	black walnut	*Juglans nigra*	Healthy	No
6869	21.9	black walnut	*Juglans nigra*	Damaged	No
6870	12.8	American elm	*Ulmus americana*	Healthy	No
6871	6.3	cedar elm	*Ulmus crassifolia*	Healthy	No
7334	7.8	eastern red cedar	*Juniperus virginiana*	Healthy	No
7335	16.6	American elm	*Ulmus americana*	Healthy	No
7336	16	American elm	*Ulmus americana*	Healthy	No
7337	7.8	American elm	*Ulmus americana*	Healthy	No
7338	11.5	American elm	*Ulmus americana*	Healthy	No
7961	11.1	eastern red cedar	*Juniperus virginiana*	Healthy	No
7962	6.4	blackjack oak	*Quercus marilandica*	Healthy	No
7963	7.4	post oak	*Quercus stellata*	Healthy	No
7964	6.5	blackjack oak	*Quercus marilandica*	Healthy	No
7965	13.9	eastern red cedar	*Juniperus virginiana*	Healthy	No
7966	8.1	blackjack oak	*Quercus marilandica*	Healthy	No
7967	6.8	American elm	*Ulmus americana*	Healthy	No
7968	7.0	pecan	*Carya illinoinensis*	Healthy	No
Total	316.5				

MITIGATION ACTIVITIES

The impacts to the Riparian Buffer and Undeveloped Floodplain ESA shown in **Appendix A**, **Figure 5** are primarily limited to the northern reach where impacts are required to construct a roadway to provide a second access point for the easternmost building. A relatively small, additional impact is necessary in the southern region for a detention pond outfall to convey flow downslope. Vegetation will be removed during the initial grading for the development. Retaining walls were strategically placed throughout the project to minimize the removal of trees and impacts to the ESA. A pre-construction meeting will be held to notify contractors of ESA mitigation area limits and a visual barrier such as a temporary chain link fence will be installed to ensure construction remains within the development impact area (DIA) boundary. No additional adverse impacts to the stream or the remainder of the ESAs are expected from the construction.

Concurrent or following the industrial development construction, a contractor will be instructed by IDI Logistics to remove invasive, understory Chinese privet growth from the unimpacted Riparian Buffer and Undeveloped Floodplain ESA regions. Once the Chinese privet has been removed, the resulting AESA will provide additional native habitat while also aiding in stormwater management for the industrial development. In addition, all appropriate best management practices (BMPs) will be in place as required by the General Construction Permit and site-specific Stormwater Pollution Prevention Plan, which may include the installation of silt fencing or a rock check dam prior to construction activity discharges to the ESA.

PROPOSED IMPROVEMENT OF UNAFFECTED AREAS

A mitigation plan executed over a year-long period is proposed to effectively restore and improve the unimpacted Riparian Buffer and Undeveloped Floodplain ESAs. A contractor, such as IES, will be contracted to complete the privet removal and monitoring. The developer is proposing to mechanically remove Chinese privet, an invasive species, from the understory of the unimpacted Riparian Buffer and Undeveloped Floodplain ESAs as well as from non-graded areas immediately surrounding the ESA to help prevent the reintroduction of Chinese privet. The removal approach is a targeted mechanism to eliminate invasive species and will result in no ground disturbing activities that could harm overstory trees. The initial privet removal will occur the first winter after construction has commenced to reduce sprouting.

Figure 1 illustrates that invasive Chinese privet currently dominates the canopy understory within the ESA. Mechanical removal will consist of the use of a hydro-axe for most of the area, supplemented with hand clearing to remove Chinese privet immediately surrounding existing trees. The hydro-axe will remove the aboveground portion of the Chinese privet plant but does not remove the root system and sprouting will occur. The regrowth will be spot treated with triclopyr, a pesticide from the City's Integrated Pest Management list, the following spring at the recommended label rate. An additional spot treatment of seedlings will be conducted, if necessary. Debris from the privet removal will be mulched and spread within the mitigation area. The eradication of Chinese privet will open the understory and improve opportunities for diverse native species to thrive with limited invasive competition. A successful eradication will allow for no more than 5 percent of remaining Chinese privet understory cover. Seedlings and regrowth will be monitored and removed seasonally during the 3-year monitoring period within the mitigation area as needed to ensure Chinese privet remains eradicated.

Figure 1. The photographs illustrated above depict the understory of invasive Chinese Privet throughout the mitigation area.

A seed mixture will be seeded throughout the unimpacted Riparian Buffer and Undeveloped Floodplain ESA regions once the understory has been cleared of Chinese privet to provide a protective ground cover and functional understory strata. The seed mix is intended to aid in rebuilding the stream bank buffer zone. The seed mix will include native species such as Virginia wildrye (*Elymus virginicus*), Canada wildrye (*Elymus canadensis*), inland sea oats (*Chasmanthium latifolium*), purpletop tridens (*Tridens flavus*), purple coneflower (*Echinacea purpurea*), bergamont (*Monarda fistulosa*), red columbine (*Aquilegia canadensis*), black-eyed Susan (*Rudbeckia hirta*), swamp sunflower (*Helianthus angustifolius*), American beautyberry (*Callicarpa americana*), butterfly weed (*Asclepias tuberosa*), frostweed (*Verbesina virginica*), and blue mistflower (*Conoclinium coelestinum*). The native seed mix will contain no more than 20 percent of a single species. The proposed seeding goal is to develop an AESA with a quality, diverse, functioning habitat that will not need additional maintenance beyond the initial seeding.

The seed mix will be sown at the recommended amount of 9 pounds per acre in the spring following the Chinese privet management. As the mitigation area is within a forested riparian buffer, shade tolerant species have been selected for planting. The initial seeding will be implemented in conjunction with the hydromulching and involves applying a mixture of water, wood fiber mulch, soil stabilizer, and seed to prevent erosion and provide an optimal environment conducive to plant growth. The seeding will be conducted once and due to the forested overstory and minimal impacts within the Riparian Buffer ESA on site, a specified final coverage rate will not be required.

The unimpacted Riparian Buffer ESA (approximately 2.90 acre) and Undeveloped Floodplain ESA (approximately 2.59 acre) areas encompass a combined total of 3.48 acre as a result of overlap. No tree planting is proposed within the mitigation area as only 8.5 percent of the existing trees within the Riparian Buffer and Undeveloped Floodplain ESAs will be removed because of the development, resulting in 80 stems per acre (with a DBH of 6 inches or greater) within the mitigation area. Most of the recorded trees within the mitigation area are mature and will naturally propagate within regions where Chinese privet has been cleared.

Data to determine Chinese privet coverage rates during site visits will be manually collected using appropriate vegetation monitoring and classification techniques, such as total count and point-intercept methods. A site visit by IES staff will be performed following the completion of the initial privet removal and prior to the first annual reporting event. IES will perform additional site visits as necessary during the first annual monitoring period.

COMPLIANCE WITH AUTHORITIES

The City of Denton is the authority over compliance with this AESA mitigation plan. Once the Spencer Road Industrial development has been constructed and the AESA mitigation activities have been completed, the City of Denton will be notified that the mitigation activities have been completed.

ANNUAL REPORTING

The applicant will prepare an annual report each year for three consecutive years, beginning 12 months following the mitigation activities implementation to report on the effectiveness of the Chinese privet removal. These annual reports will be submitted to the City for review and comment.

The first two annual reports will contain action items that may include, removing weeds and invasive species from within the mitigation area, or removal of construction debris within the Riparian Buffer and Undeveloped Floodplain ESA.

Upon completion of the 3-year monitoring and reporting period, the City of Denton Environmental Services shall inspect the mitigation area and determine whether the Chinese privet understory cover eradication goal of no more than 5 percent Chinese privet understory cover has been met. After city inspection, if invasive plants have been reestablished, the applicant shall be notified to clear the problematic areas. If the applicant does not take remedial steps to bring the property into compliance, the City may use all legal remedies to enforce this provision. If it is determined that the eradication goal has been met, the City will issue the final project acceptance.

If changes need to be made to the mitigation plan during the 3-year monitoring period, the City of Denton will be notified prior to making the plan modifications.

MAINTENANCE PLAN

The remaining Riparian Buffer ESA will be maintained differently than all other common area lots. The following specifications will be used for future maintenance contractors that are contracted by the current and future owners and managers of the site. This approach is specified separately due to the environmentally sensitive nature of the riparian corridor.

- Mowing – No mowing will be allowed within the Riparian Buffer mitigation area.
- Leaf Removal – There will be no leaf removal within the Riparian Buffer mitigation area.
- Fertilizer and Pesticide – There will be no fertilizer or pesticide within the Riparian Buffer mitigation area.
- Tree Removal – No trees will be cut, trimmed, thinned, raised, or altered without the approval of the City of Dentons specific written permission.
- Any ground disturbing activity, such as erosion control or maintenance associated with infrastructure surrounding the Riparian Buffer mitigation area will only occur after designs have been approved by the City of Denton.

In the event that the property is sold in the future, the new owners must adhere to the maintenance plan to retain the natural state and integrity of the ecosystem.

Regions between the mitigation area and DIA will remain vegetated and Chinese privet may be removed to further prevent re-establishment within the mitigation area. Mowing, fertilizer application, and ground disturbing activities will be minimized within the region between the mitigation area and DIA to serve as a protective buffer.

CRITERIA FOR APPROVAL

The following lists the criteria for approval of an AESA Plan and the project aspects that meet each criterion.

1. Create, expand, and/ or improve non-impacted areas.

   The proposed AESA plans to mitigate the impacts to the Riparian Buffer and Undeveloped Floodplain ESAs by removing Chinese privet, an invasive species, which improves opportunities for diverse, native vegetation to thrive throughout the existing buffer.

2. Improve encroached habitat and the surrounding environment.

   The impacted areas will be mitigated by removing Chinese privet throughout the remainder of the on-site Riparian Buffer and Undeveloped Floodplain ESAs as well as from non-graded areas surrounding the ESA to prevent reseeding. A seed mixture will be seeded throughout the unimpacted Riparian Buffer and Undeveloped Floodplain ESA regions once the understory has been cleared of Chinese privet to provide a protective ground cover and functional understory strata.

3. Create continuity.

   The impacted area and proposed AESA mitigation area are located within a larger mapped Undeveloped Floodplain ESA which extends north along the continuation of the drainage. The impact area is a fraction of the overall ESA on site, and the undisturbed Riparian Buffer and Undeveloped Floodplain ESAs on site will be improved.

4. Maximize access and utilization.

   Sidewalks will be constructed along the industrial buildings to improve access. The mitigation area will be visible from Spencer Road as well as the internal roadway and parking areas.

5. Create a conservation easement.

As most of the ESA will remain intact and improvements will be made to remove invasive species, the ESA designation will remain and therefore be subject to use restrictions set forth in the DDC.

6. High quality development.

   The AESA has been designed to minimize the impacts to the ESA necessary to meet the design standards and infrastructure necessary for the overall development. The AESA proposes to mitigate for the impacts by removing invasive understory growth from within and surrounding the remaining Riparian Buffer and Undeveloped Floodplain ESA. As Chinese privet currently dominates the ESA understory, the proposed improvements in the unimpacted regions will allow native species to reestablish and enrich the overall quality of the region. As such, the proposed development meets the criteria for approval for an AESA.

SUMMARY

The proposed impact areas include 0.23 acre within the Riparian Buffer ESA, 0.16 acre within the Undeveloped Floodplain ESA, and 2.10 acre within the Cross Timbers ESA resulting from the construction of roadways, sidewalks, lots, parking, and utilities necessary for the industrial development. The 2.90-acre Riparian Buffer and 2.59-acre Floodplain ESA mitigation areas to offset the impact areas will consist of removing invasive Chinese privet from the remaining on-site ESA understory to improve opportunities for diverse, native vegetation to thrive throughout the remaining ESAs. As 34.2 percent of the total Cross Timbers Upland ESA identified on site will be retained, the development meets the preservation requirements, and no additional mitigation is required or proposed for the Cross Timbers Upland ESA.

ANNUAL REPORTING CONTACTS

Developer/Owner:
IDI Logistics
2300 N. Field Street, Suite 2060
Dallas, Texas 75201
Contact: Mr. Tony Maclin
Phone: 972-560-7009
Email: tony.maclin@idilogistics.com

Environmental Scientist:
Integrated Environmental Solutions, LLC
301 W Eldorado Parkway, Suite 101
McKinney, Texas 75069
Contact: Rudi Reinecke
Phone: 972-562-7672
Email: rreinecke@intenvsol.com

Engineer:
GM Civil
2559 SW Grapevine Parkway
Grapevine, Texas 76051
Contact: Jason Weaver, P.E.
Phone: 817-329-4373
Email: JWeaver@gmcivil.com

Appendix A

Figures

Figure 1.
General Location Map

Spencer Road Industrial
City of Denton
Denton County, Texas

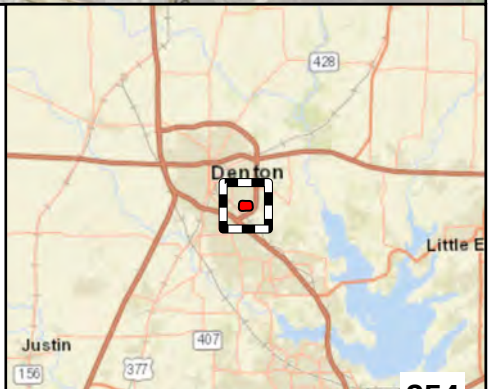
Survey Area

1 in = 1,500 ft

Feet
0 1,500

N
W E
S

File Ref. 04.110.165
Date: 3/27/2025



Area of Detail

Scale: 1 inch equals 10 miles

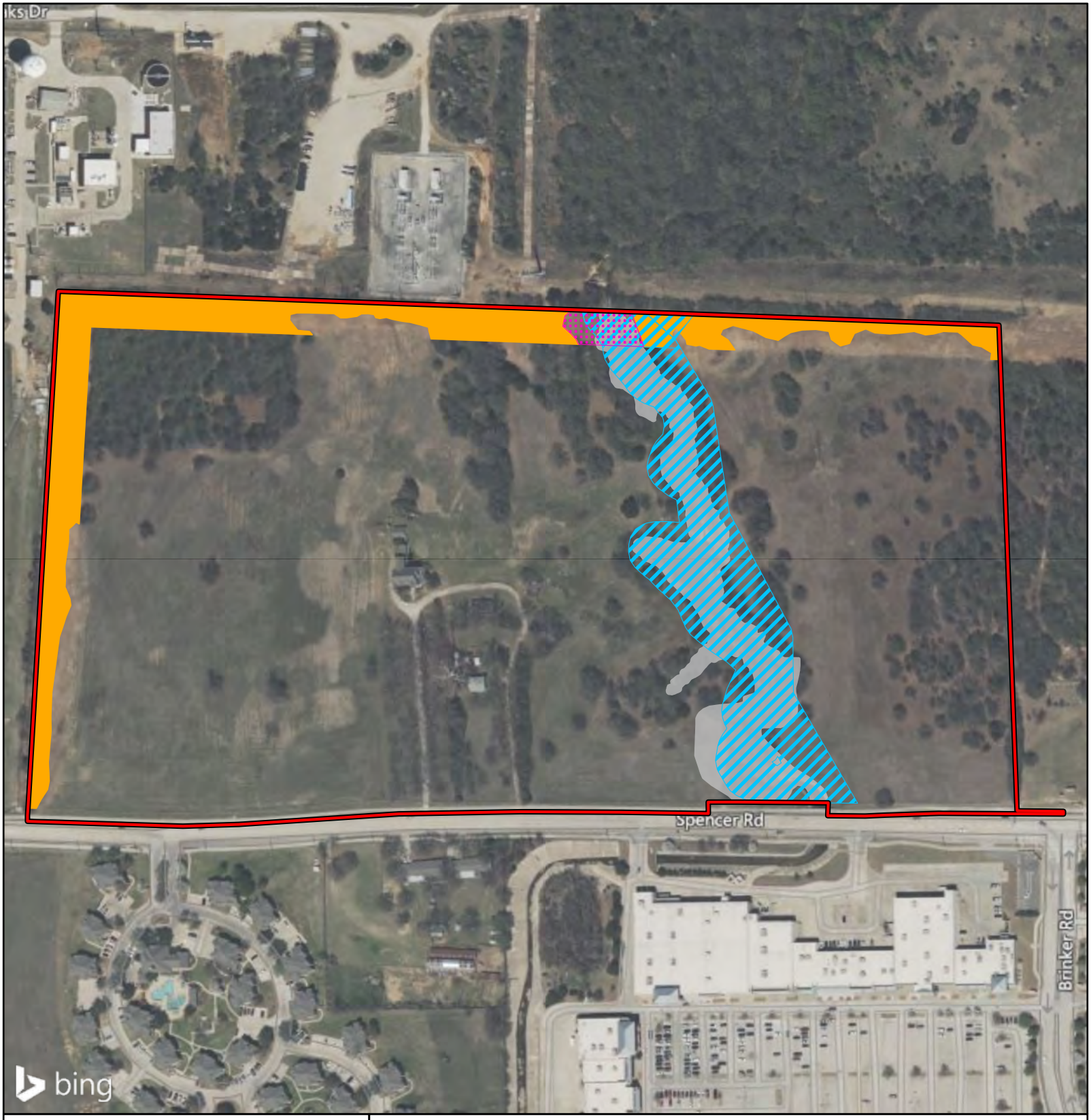


Figure 2.
City of Denton Environmentally Sensitive Areas (ESA)

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 285 ft

Feet
0 285

N
W E
S

File Ref. 04.110.165
Date: 3/27/2025

Survey Area

Riparian Buffer ESA
Not Assessed

Cross Timbers ESA
Not Assessed

Undeveloped Floodplain ESA
Not Assessed

Water Related Habitat ESA
Not Assessed

Figure 3.
Onsite ESA Determinations

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 220 ft

Feet
0 220

N
W E
S

File Ref. 04.110.165
Date: 3/27/2025

Survey Area

Data Form

Cross Timbers Upland ESA

Confirmed

Removed

Undeveloped Floodplain ESA

Zone AE/ Floodway, Confirmed

Water Related Habitat ESA

Removed

Riparian Buffer ESA

50, Confirmed

50, Removed

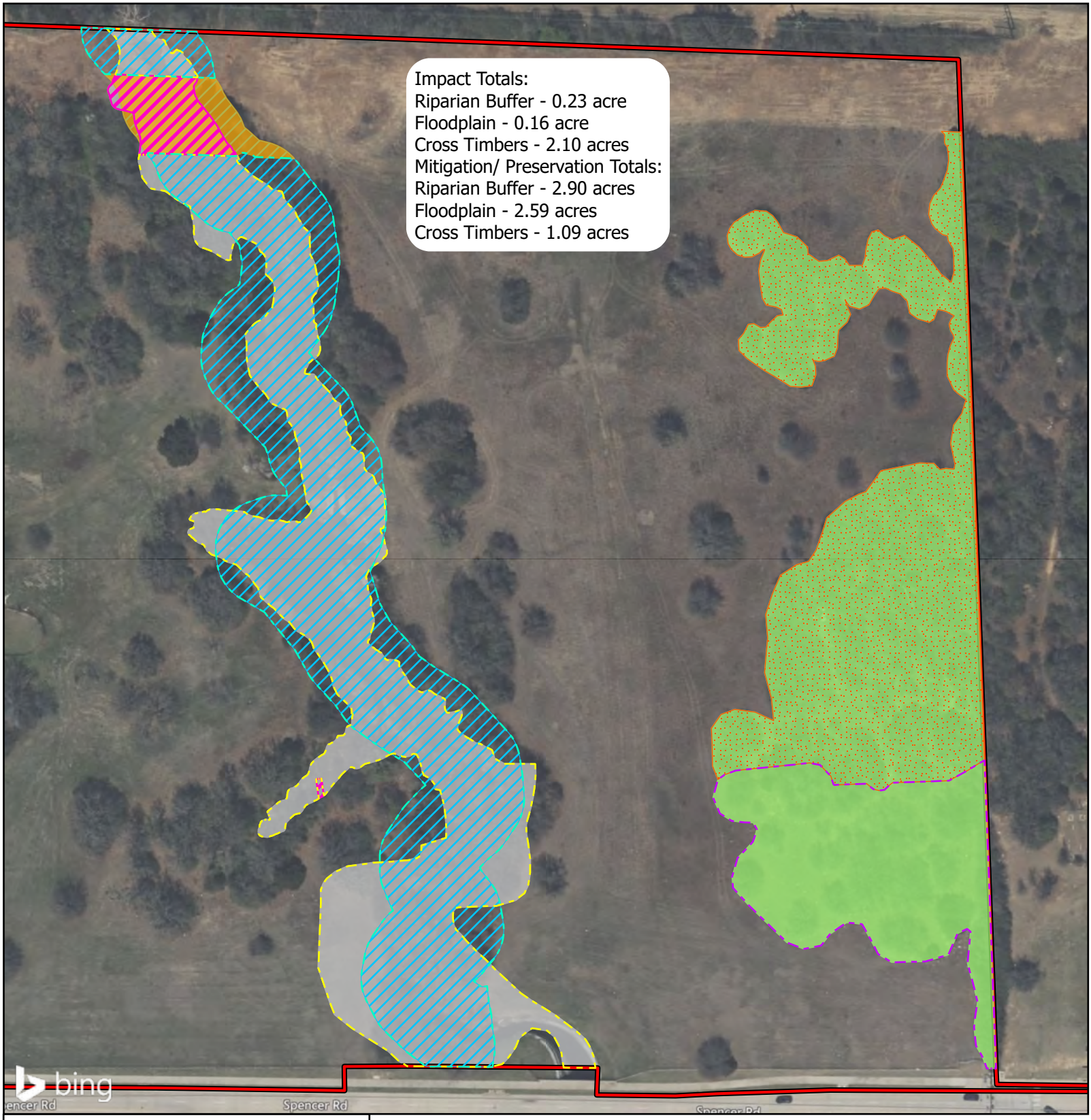


Figure 4.
Proposed ESA Impacts

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 135 ft

Feet
0 135

N
W E
S

File Ref. 04.110.165
Date: 5/23/2025

- Survey Area
- Cross Timbers Upland ESA
- Riparian Buffer ESA
- Undeveloped Floodplain ESA

Direct/ Permanent Impacts

- Cross Timbers
- Floodplain
- Riparian Buffer

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain
- Cross Timbers Preservation

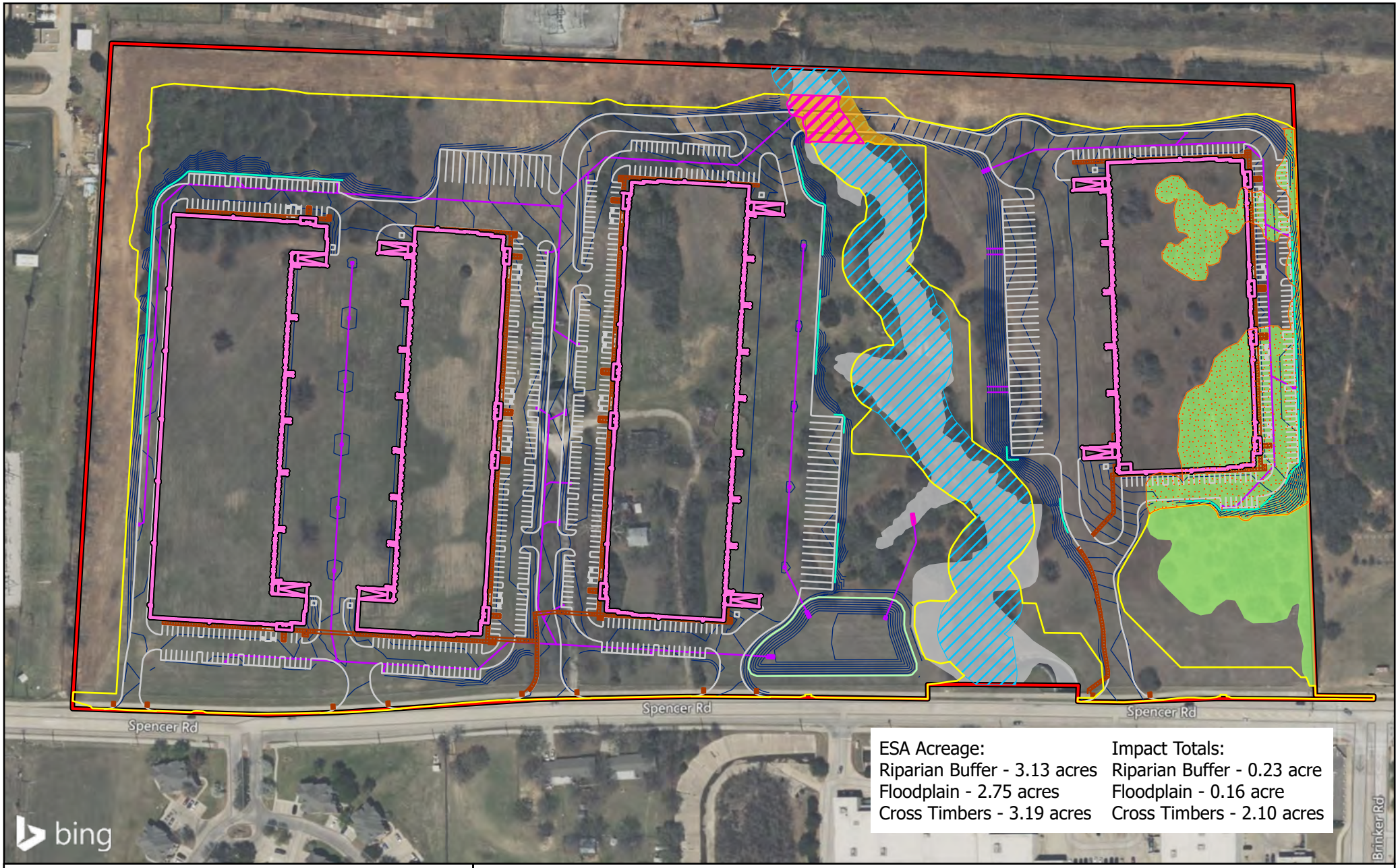


Figure 5.
Site Plan and Impacts Map

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 225 ft

Feet
0 225

File Ref. 04.022.037
Date: 5/23/2025

N
W E
S

- Survey Area
- Undeveloped Floodplain ESA
- Riparian Buffer ESA
- Cross Timbers Upland ESA

Direct/ Permanent Impacts

- Cross Timbers
- Floodplain
- Riparian Buffer

Site Plan

- Building
- Development Impact Area
- Grading
- Pavement
- Retaining Wall
- Stormwater
- Sidewalk
- Detention Pond

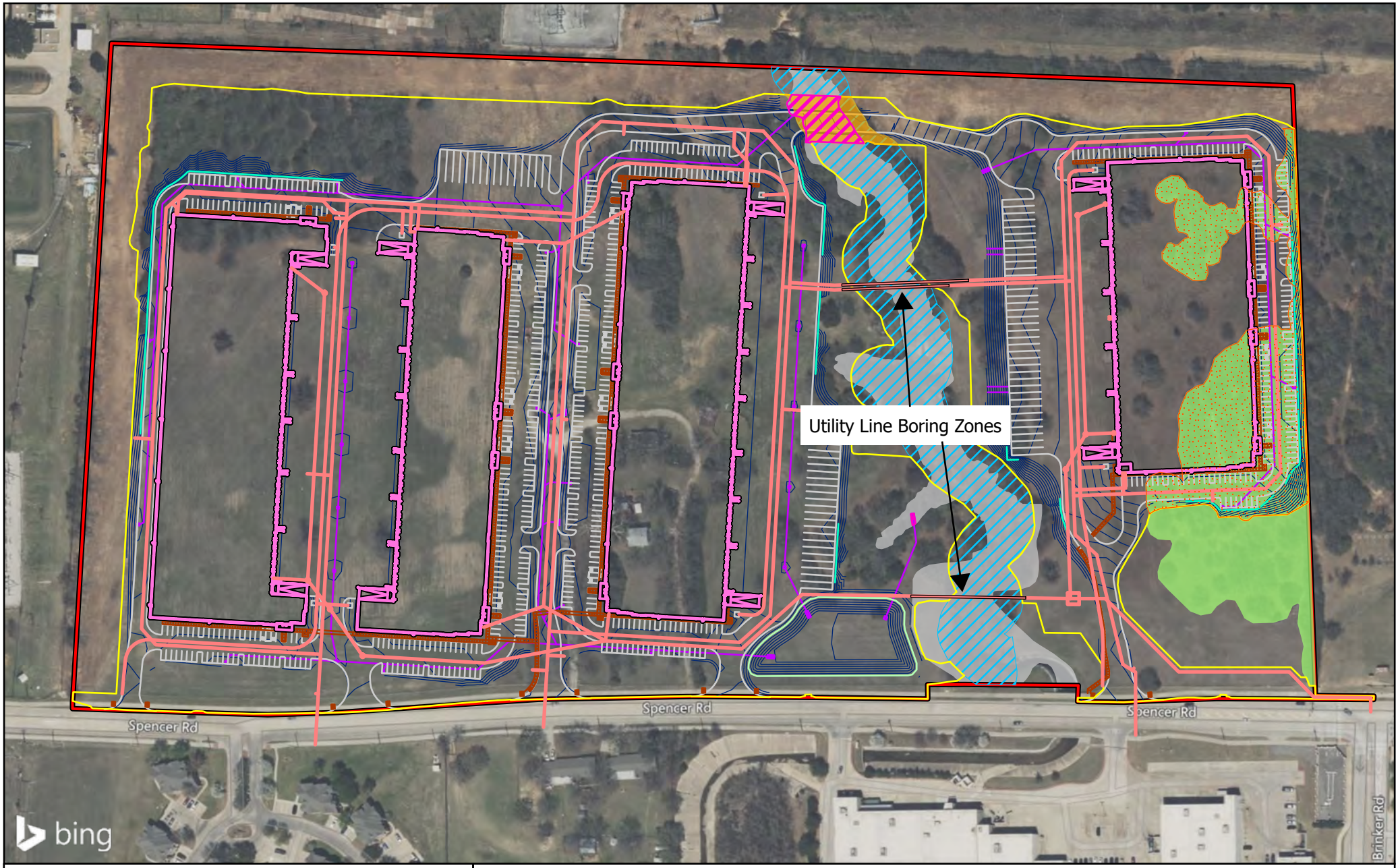


Figure 6.
Sewer Line Location and Boring Zones

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 225 ft

Feet
0 225

File Ref. 04.022.037
Date: 5/23/2025

N
W E
S

- Survey Area
- Undeveloped Floodplain ESA
- Riparian Buffer ESA
- Cross Timbers Upland ESA

Direct/ Permanent Impacts

- Cross Timbers
- Floodplain
- Riparian Buffer

Site Plan

- Building
- Development Impact Area
- Grading
- Pavement
- Retaining Wall
- Stormwater
- Sidewalk
- Detention Pond
- Boring Zone
- Utility Line

Appendix B

ESA Assessment Forms

Project Number: ESA

Floodplain ESA Assessment Form

Environmental Services and Sustainability

A Floodplain ESA Assessment Form is to be completed for each feature identified as potentially to exist on the Official ESA Map. Features of substantially similar characteristics and location may be grouped together on one form. More information about Undeveloped Floodplains and assessing this feature may be found on the City of Denton webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID(s):**	Data Form 1

Property ID can be found through Denton Central Appraisal District *Provide a unique ID for each feature when multiple features are assessed*

Hydrologic Segment Information:

Name:	Unnamed tributary of Pecan Creek	**Width**	7	**Order**	1
When available, stream segment name.		*Approximate stream width.*		*Stream order.*	

Assessment Conclusion:

Select one of the following.

☑ IS an ESA. Based upon this assessment the area is an Undeveloped Floodplain ESA. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.

☐ NOT an ESA. Based upon this assessment the floodplain is developed. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:

Provide a summary of details found in the field to support the conclusion selected above.

The riparian vegetation in the floodplain contained hardwood trees, eastern red cedar, and an understory of poison ivy and sawbriar. Based on a review of aerial photography, the floodplain is in its natural state and has not been previously modified aside from a utility ROW along the northern boundary which was cleared between 2022 and 2023, and a portion of the channel immediately north of Spencer Road which was stabilized between 2001 and 2005. The ROW has partially re-vegetated and there did not appear to be significant cut or fill in the region to install the utility line. The southern portion of the tributary has also re-vegetated and it appears only minor adjustments were made to the topography. As such, the ROW

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA

Field Assessor:

Name of Field Assessor: Tyler Frohlich

Affiliation of Field Assessor (Organization): Integrated Environmental Solutions

Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.	Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:08:10 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.	

Section 1. General Information

General Land Use:

Provide description of land hydrologically influencing feature. Select all that apply and provide more details as appropriate.

☑ Forest	Briefly describe: Hardwoods/ scattered Eastern red cedar
☑ Agricultural:	☐ Pasture ☐ Fallow ☑ Crop, crop type:
☑ Residential:	☑ Low Intensity ☐ High Intensity
☑ Commercial/Industrial	
☐ Recreational	
☐ Other:	

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Section 2. Floodplain Conditions

Are there modifications (cut/fill) of the floodplain?	☐ yes *(answer question below)* ☑ no
Describe:	
Are there structures in the floodplain?	☐ yes *(answer question below)* ☑ no
Describe:	Utility Line, bank reinforcements (gabion structures)

Waterway present: ☑ yes *(complete the table below and Riparian Buffer ESA form)* ☐ no

Waterway	☑ natural ☐ channelized ☐ impounded
Sinuosity	☑ meandering ☐ braided ☐ straight

Section 3. Soil Erosion and Deposition

Is there evidence of sheet flow across the floodplain?	☐ yes (answer question below) ☑ no
Active sheet flow erosion is:	☐ slight ☐ moderate ☐ severe
Is there evidence of concentrated flow?	☑ yes (answer question below) ☐ no
Active concentrated flow erosion is:	☐ slight ☑ moderate ☐ severe

Does the floodplain slope to the waterway or is a natural levee present?

☑ toward ☐ natural levee. Complete the table below.

Does natural levee create conditions for water-related habitat?	☐ yes *(complete Water-Related Habitat form)* ☑ no

Section 4. Brief Vegetation Survey

List all vegetative species covering >10% of the feature area.

Scientific name	*Common name*	*% Cover*
Carya illinoensis	Pecan	30
Juniperus virginiana	Eastern red cedar	15
Smilax bona-nox	Sawbrier	15
Ulmus americana	American Elm	30
Toxicodendron radicans	Poison Ivy	15

Project Number: ESA

Riparian Buffer ESA Assessment Form

Environmental Services and Sustainability

A Riparian Buffer ESA Assessment Form is to be completed for each feature identified as potentially to exist on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of a riparian buffer is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about riparian buffers and assessing this feature may be found on the City of Denton webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID:**	Data Form 2
Property ID can be found through Denton Central Appraisal District		*Provide a unique ID when multiple features are assessed*	

Hydrologic Segment Information:

Name:	Unnamed tributary of Pecan Creek	**Width:**	7	**Order:**	1
When available, stream or tributary to segment name		*Approximate stream width*		*Stream order*	

Assessment Conclusion:

Select one of the following.

- ☑ IS an ESA. Based upon this assessment the area is a Riparian Buffer ESA. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.
- ☐ NOT an ESA. Based upon this assessment the area is not a Riparian Buffer ESA. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:

Provide a summary and discussion of details found in the field to support the conclusion selected above. Include a discussion of the Rapid Stream Assessment Techniques and the final verbal score (Section 5).

The unnamed tributary of Pecan Creek was confirmed to be present in the field. The creek held flowing water at the time of evaluation and conditions on site indicated that flow would be intermittent. The riparian vegetation was comprised of an over story of American elm, and sycamore with an under story comprised of Chinese privet shrubs, and greenbrier. The RSAT indicated that the stream was classified as Good with a final verbal score of 32.

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA FIRM

Field Assessor:

Name of Field Assessor: Tyler Frohlich

Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.

Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:08:36 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

General Land Use:

Provide description of land hydrologically influencing feature. Select all that apply and provide more details as appropriate.

☑ Forest	Briefly describe: Forested along creek
☐ Agricultural:	☑ Pasture ☐ Fallow ☑ Crop, crop type:
☑ Residential:	☑ Low Intensity ☐ High Intensity
☑ Commercial/Industrial	
☐ Recreational	
☐ Other:	

Potential pollutants from current drainage area:

☑ urban/suburban landscape maintenance	■ urban/suburban parking lots or roads
☐ intensive agricultural use	☐ grazing animals have access to water feature
■ water feature has steep slopes	☐ plant or animal species of concern present
☐ water feature used for recreation	☐ waterway a drinking water source/adjacent to well
☐ other:	

Proposed construction activity in the drainage area of the water feature:

☐ Low impact potential (parks, low density residential)
■ High impact potential (high density residential, commercial development)
☐ Gas well plat

Benefit(s) current Riparian Buffer offers to the water feature:

■ intercepts sediment	■ provides fish habitat
■ intercepts nutrients	■ improves wildlife habitat
■ intercepts pesticides	■ stabilizes streambank
■ intercepts other pollutants	☐ unique aesthetics / privacy
☐ other:	

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Section 2. System Conditions

Stream Bank:

Evidence of frequent water level changes	☐ yes ☑ no		
Slope of bank	.30 %		
Soil class	☑ clay ☑ sand ☐ loam ☑ gravel ☐ ledge		
Active erosion	☐ slight ☑ moderate ☐ severe		
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☐ grass ☐ shrub ☑ young forest ☑ mature forest		
Large leaning trees	☑ yes ☐ no		
Invasive exotics present	☑ yes ☐ no	If yes, species: Chinese privet	% infestation: 20

Top of Bank:

Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☐ grass ☑ shrub ☑ young forest ☑ mature forest		
Invasive exotics present	☑ yes ☐ no	If yes, species: Chinese privet	% infestation: 50

Above the Bank:

Slope	.30 %
Direction of slope	☑ toward the water feature ☐ away from water feature
Runoff flow	☐ sheet flow across the land ☑ concentrated flow
Active erosion	☐ slight ☑ moderate ☐ severe
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated
Dominant cover	☐ cement ☐ bare ☐ grass ☐ shrub ☑ young forest ☐ mature forest
Invasive exotics present	☑ yes ☐ no If yes, species: Chinese privet % infestation: 50

Section 3. Brief Vegetation Survey

List all vegetative species where feature occurs for species covering >10% of the feature area and provide hydrophytic vegetation indicator of the species.

Bank:

Scientific name	*Common name*	*% Cover*	*Indicator*
Ligustrum sinense	Chinese privet	20	FACU

Bank Hydrophytic Vegetation Indicator: 0 : 1
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Buffer:

Scientific name	*Common name*	*% Cover*	*Indicator*
Ligustrum sinense	Chinese privet	25	FACU
Ulmus americana	American Elm	15	FAC
Platanus occidentalis	Sycamore	10	FAC
Smilax rotundifolia	Common Greenbrier	10	FAC

Buffer Hydrophytic Vegetation Indicator: 3 : 1
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Section 4. Hydrology and Hydric Soils Indicators

Hydrology Indicators:

Primary	*Secondary*
☐ inundated	☐ oxidized root channels in upper 12”
☐ soil saturated in upper 12”	☐ water-stained leaves
☐ water marks	☐ county soil survey
☐ drift lines	☐ fac-neutral test
■ sediment deposits	
■ evidence of drainage pattern	
Comments:	

Hydric Soil Indicators:

☐ histosol	☐ concretions
☐ histic epipendon	☐ high surface organic content
☐ sulfidic odor	☐ organic streaking in sandy soils
☐ aquic moisture regime	☐ listed on local hydric soil list
☑ reducing conditions	☐ listed on national hydric soil list
☐ gleyed or low chroma colors	☐ other:
Comments:	

Section 5. Rapid Stream Assessment Techniques (RSAT)

The Rapid Stream Assessment Techniques is adapted from the Texas Commission on Environmental Quality's Surface Water Quality Monitoring Procedures, Chapter 9. Physical Habitat of Aquatic Systems. To complete the RSAT provide a score for each table, as applicable. Sum Tables 1 – 6 scores and provide the average using a whole number. Complete Table 7 with these scores. Provide a total RSAT score and a verbal score. Please note, the order of tables 4 and 5 were switched at Version 5 of this form.

Table 1: Channel Stability

Indicative of hydrological flow regime alteration and general condition of physical / aquatic habitat and provides insight into the past, present, and possible future changes in stream channel morphometry.

	Score Selection:				*Score*
	Excellent (11 – 9)	*Good (8 – 6)*	*Fair (5 – 3)*	*Poor (2 – 0)*	
Stability of bank network	> 80% is stable, no evidence of bank sloughing or failure	71-80% is stable, infrequent signs of bank sloughing, slumping or failure	50-70% is stable, some signs of bank sloughing, slumping or failure	< 50% is stable, recent or frequent signs of bank sloughing, slumping	7
Stream bends at study site or immediate vicinity of study site	Very stable: outer bank height is slightly above stream level, bank overhang minimal	Stable: outer bank height 2-3 ft. above stream level, bank overhang slight to moderate	Unstable: outer bank height is substantially above stream level, substantial bank overhang	Highly unstable: outer bank height significantly above stream level, overhangs large and deep.	7
Exposed tree roots	Old, large, and woody exposed roots, generally 0-1 recent large tree falls / stream mile	Old and large exposed roots, some smaller young roots, 2- 3 recent large tree falls / stream mile	Young exposed tree roots are common, 4-5 recent large tree falls per stream mile	No trees exist, or young exposed tree roots are abundant, 6 or more recent large tree falls per stream mile.	7
Presence of highly erosion-resistant plant/soil matrix or material in bottom 1/3 of bank	dominant	present	compromised	severely compromised or nonexistent.	4
Channel crossing section shape	generally, V or U-shaped	"wide" U	generally trapezoid shaped	wide trapezoid to rectangle shape	7
Table 1 score (average of points given, rounded to nearest whole number)					6

Table 2: Channel Scouring and Sediment Deposition

Relates to the level of uncontrolled storm water runoff, sediment load, and transport and degradation of in-stream habitat.

	Score Selection:				*Score*
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Riffle embeddedness with sand/silt	small stream order: <25% embeddedness larger stream order: <35% embeddedness	25 – 49% 35 – 59%	50 – 79% 60 – 85%	>75% >85%	5
Potential for deep pools 2 ft or greater, substrate condition	High number of pools Pool substrate <30% sand/silt	Moderate number 30-59% sand/silt	Low number 60-80% sand/silt	Few, if any >80% sand/silt	5
Frequency of streak marks and/or banana-shaped deposits	Absent	Uncommon	Common	Very Common	5
Fresh, large sand deposits in channel and on overbank areas	Rare or absent	Uncommon, fresh localized deposits along top of low banks	Common, fresh deposits along top of low banks	Large deposits in channel and along major portion of overbank area	8
Frequency and condition of point bars	Few, small, stable, and vegetated	Small and stable, well vegetated, moderate fresh sand	Large and unstable, high amount of fresh sand	Moderate to large, unstable, high amount of fresh sand	6
Table 2 score (average of points given, rounded to nearest whole number)					6

Table 3: Physical In-Stream Habitat

Relates to the ability of the stream to meet basic physical requirements necessary for the support of a well-balanced aquatic community (i.e, water temperature, water velocity, substrate type and quality).

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent wetted perimeter of channel bottom during base flow events	>85%	61 – 85%	40 – 60%	<40%	5
Frequency of diverse habitat (riffles, runs and pools) and flow when water is present	Highly diverse habitat and flows	Good mix of habitat types and relatively diverse flows	Low diversity of habitat types, depth and flow relatively uniform	One habitat type dominates, velocity and flow uniform	5
Percent of riffle composition from larger material (cobble or gravel)	>50%	49 – 25%	24 – 5%	Dominated by sand or silt	4
Typical base flow riffle depth (non-stormwater base flows)	>6”	5.9 – 4.0”	3.9 – 2.0”	<2”	5
Typical depth of large pools	>24”	24 – 18”	18 – 12”	<12”	4
Channel alterations at study site	No evidence	Minor	Moderate	Extensive	4
Summer afternoon water temperature (estimated using tree canopy coverage)	<82 degrees F	82 – 89	89 – 94	>94	4
Table 3 score (average of points given, rounded to nearest whole number)					4

Table 4: Riparian Habitat

Provides insight into changes in stream energetics, temperature regimes, and both aquatic and terrestrial habitat conditions.

	Score Selection:				Score
	Excellent (7 – 6)	*Good (5 – 4)*	*Fair (3 – 2)*	*Poor (1 – 0)*	
Width of forested buffer along both banks	Wide (>200 ft)	> 100 ft along major portion of both banks	Predominantly wooded, major gaps in one or both banks	Mostly non-woody vegetation with narrow riparian zones	3
Canopy coverage	small stream order: >80% large stream order: >60%	79 – 65% 59 – 45%	64 – 45% 44 – 30%	<45% <30%	5
Table 4 score (average of points given, rounded to nearest whole number)					4

Is the water feature actively flowing?

☑ Yes, surface water is flowing and there are connects pools. Complete Tables 5 and 6.

☐ No, standing water, waterway is dry, or there are dry beds are seen between pools. Skip Tables 5 and 6.

Table 5: Water Quality

Indicative of watershed perturbations and general level of human activity, point and nonpoint source pollutant loadings, and aquatic habitat conditions.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent substrate fouling on underside of cobble	Minimal, 0 – 10%	Light, 11 – 20%	Moderate, 21 – 50%	High, >50%	6
Total Dissolved Solids	350 – 399 mg/L	400 – 449	450 – 500	>500	6
Water odor	No odor	Slight organic odor	Slight – moderate organic odor	Strong organic odor	6
Table 5 score (average of points given, rounded to nearest whole number)					6

Table 6: Biological Indicators

Considered to be the best overall indication of stream health and the level of watershed perturbation.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Macroinvertebrate community diversity	High diversity of good water quality indicator species. Few snails, leeches, aquatic worms.	Good diversity of good water quality indicator species. Mayflies and caddisflies present.	Low diversity of good water quality indicator species.	Low diversity, predominantly pollution-tolerant species.	6
Number of organisms	High to moderate	Moderate	Moderate to low	Very low number	6
Table 6 score (average of points given, rounded to nearest whole number)					6

Table 7: RSAT Summary

	Score – flow	Score – no flow
1. Channel Stability	6	
2. Channel Scouring/Deposition	6	
3. Physical In-Stream Habitat	4	
4. Riparian Habitat	4	
5. Water Quality	6	
6. Biological Indicators	6	
Total Score:	32	
Verbal Score from Total Score:	☐ Excellent (42-50) ☑ Good (30-41) ☐ Fair (16-29) ☐ Poor (<16)	☐ Excellent (29-34) ☐ Good (20-28) ☐ Fair (11-19) ☐ Poor (<11)

Project Number: ESA

Riparian Buffer ESA Assessment Form

Environmental Services and Sustainability

A Riparian Buffer ESA Assessment Form is to be completed for each feature identified as potentially to exist on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of a riparian buffer is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about riparian buffers and assessing this feature may be found on the City of Denton webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID:**	Data Form 3
Property ID can be found through Denton Central Appraisal District		*Provide a unique ID when multiple features are assessed*	

Hydrologic Segment Information:

Name:	Unnamed tributary of Pecan Creek	**Width:**	25	**Order:**	6
When available, stream or tributary to segment name		*Approximate stream width*		*Stream order*	

Assessment Conclusion:

Select one of the following.

- ☐ IS an ESA. Based upon this assessment the area is a Riparian Buffer ESA. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.
- ☑ NOT an ESA. Based upon this assessment the area is not a Riparian Buffer ESA. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:

Provide a summary and discussion of details found in the field to support the conclusion selected above. Include a discussion of the Rapid Stream Assessment Techniques and the final verbal score (Section 5).

The unnamed tributary of Pecan Creek was confirmed to be present in the field. The creek held flowing water at the time of evaluation and conditions on site indicated that flow would be intermittent. No riparian vegetation was present in the region where the erosion control was installed along the Spencer Road bridge to the south. The RSAT along the southern region indicated that the stream was classified as Fair with a final verbal score of 27.

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA FIRM

Field Assessor:

Name of Field Assessor: Tyler Frohlich

Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.

Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:08:56 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

General Land Use:

Provide description of land hydrologically influencing feature. Select all that apply and provide more details as appropriate.

☐ Forest	Briefly describe:
☐ Agricultural:	☑ Pasture ☐ Fallow ☐ Crop, crop type:
☑ Residential:	☑ Low Intensity ☐ High Intensity
☑ Commercial/Industrial	
☐ Recreational	
☐ Other:	

Potential pollutants from current drainage area:

☑ urban/suburban landscape maintenance	■ urban/suburban parking lots or roads
☐ intensive agricultural use	☐ grazing animals have access to water feature
■ water feature has steep slopes	☐ plant or animal species of concern present
☐ water feature used for recreation	☐ waterway a drinking water source/adjacent to well
☐ other:	

Proposed construction activity in the drainage area of the water feature:

☐ Low impact potential (parks, low density residential)
■ High impact potential (high density residential, commercial development)
☐ Gas well plat

Benefit(s) current Riparian Buffer offers to the water feature:

■ intercepts sediment	■ provides fish habitat
■ intercepts nutrients	■ improves wildlife habitat
■ intercepts pesticides	■ stabilizes streambank
■ intercepts other pollutants	☐ unique aesthetics / privacy
☐ other:	

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Section 2. System Conditions

Stream Bank:

Evidence of frequent water level changes	☐ yes ☑ no		
Slope of bank	.30 %		
Soil class	☑ clay ☑ sand ☐ loam ☑ gravel ☐ ledge		
Active erosion	☐ slight ☑ moderate ☐ severe		
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☑ grass ☐ shrub ☐ young forest ☐ mature forest		
Large leaning trees	☑ yes ☐ no		
Invasive exotics present	☐ yes ☑ no	If yes, species:	% infestation:

Top of Bank:

Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☑ grass ☐ shrub ☐ young forest ☐ mature forest		
Invasive exotics present	☐ yes ☑ no	If yes, species:	% infestation:

Above the Bank:

Slope	.30 %		
Direction of slope	✓ toward the water feature	☐ away from water feature	
Runoff flow	☐ sheet flow across the land	✓ concentrated flow	
Active erosion	☐ slight	✓ moderate	☐ severe
Existing plant cover	☐ little to none	✓ moderate	☐ well vegetated
Dominant cover	☐ cement ☐ bare	✓ grass ☐ shrub	☐ young forest ☐ mature forest
Invasive exotics present	☐ yes ✓ no	If yes, species:	% infestation:

Section 3. Brief Vegetation Survey

List all vegetative species where feature occurs for species covering >10% of the feature area and provide hydrophytic vegetation indicator of the species.

Bank:

Scientific name	*Common name*	*% Cover*	*Indicator*
Spreading Hedgeparsley	Torilis arvensis	25	NL
Prickly Lettuce	Lactuca serriola	20	FAC
Climbing Hempvine	Mikania scandens	15	FACW
Swamp Smartweed	Polygonum hydropiperoides	10	OBL
Pinkladies	Oenothera speciosa	10	NL

Bank Hydrophytic Vegetation Indicator: 3 : 0
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Buffer:

Scientific name	*Common name*	*% Cover*	*Indicator*
Virginia Pepperweed	Lepidium virginicum	30	FACU
Perennial Ryegrass	Lolium perenne	25	FACU
Field Brome	Bromus arvensis	15	FACU
Pinkladies	Oenothera speciosa	15	NL

Buffer Hydrophytic Vegetation Indicator: 0 : 3
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Section 4. Hydrology and Hydric Soils Indicators

Hydrology Indicators:

Primary	*Secondary*
☐ inundated	☐ oxidized root channels in upper 12”
☐ soil saturated in upper 12”	☐ water-stained leaves
☐ water marks	☐ county soil survey
☐ drift lines	☐ fac-neutral test
■ sediment deposits	
■ evidence of drainage pattern	
Comments:	

Hydric Soil Indicators:

☐ histosol	☐ concretions
☐ histic epipendon	☐ high surface organic content
☐ sulfidic odor	☐ organic streaking in sandy soils
☐ aquic moisture regime	☐ listed on local hydric soil list
☑ reducing conditions	☐ listed on national hydric soil list
☐ gleyed or low chroma colors	☐ other:
Comments:	

Section 5. Rapid Stream Assessment Techniques (RSAT)

The Rapid Stream Assessment Techniques is adapted from the Texas Commission on Environmental Quality's Surface Water Quality Monitoring Procedures, Chapter 9. Physical Habitat of Aquatic Systems. To complete the RSAT provide a score for each table, as applicable. Sum Tables 1 – 6 scores and provide the average using a whole number. Complete Table 7 with these scores. Provide a total RSAT score and a verbal score. Please note, the order of tables 4 and 5 were switched at Version 5 of this form.

Table 1: Channel Stability

Indicative of hydrological flow regime alteration and general condition of physical / aquatic habitat and provides insight into the past, present, and possible future changes in stream channel morphometry.

	Score Selection:				*Score*
	Excellent (11 – 9)	*Good (8 – 6)*	*Fair (5 – 3)*	*Poor (2 – 0)*	
Stability of bank network	> 80% is stable, no evidence of bank sloughing or failure	71-80% is stable, infrequent signs of bank sloughing, slumping or failure	50-70% is stable, some signs of bank sloughing, slumping or failure	< 50% is stable, recent or frequent signs of bank sloughing, slumping	7
Stream bends at study site or immediate vicinity of study site	Very stable: outer bank height is slightly above stream level, bank overhang minimal	Stable: outer bank height 2-3 ft. above stream level, bank overhang slight to moderate	Unstable: outer bank height is substantially above stream level, substantial bank overhang	Highly unstable: outer bank height significantly above stream level, overhangs large and deep.	7
Exposed tree roots	Old, large, and woody exposed roots, generally 0-1 recent large tree falls / stream mile	Old and large exposed roots, some smaller young roots, 2- 3 recent large tree falls / stream mile	Young exposed tree roots are common, 4-5 recent large tree falls per stream mile	No trees exist, or young exposed tree roots are abundant, 6 or more recent large tree falls per stream mile.	7
Presence of highly erosion-resistant plant/soil matrix or material in bottom 1/3 of bank	dominant	present	compromised	severely compromised or nonexistent.	4
Channel crossing section shape	generally, V or U-shaped	"wide" U	generally trapezoid shaped	wide trapezoid to rectangle shape	2
Table 1 score (average of points given, rounded to nearest whole number)					5

Table 2: Channel Scouring and Sediment Deposition

Relates to the level of uncontrolled storm water runoff, sediment load, and transport and degradation of in-stream habitat.

	Score Selection:				*Score*
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Riffle embeddedness with sand/silt	small stream order: <25% embeddedness larger stream order: <35% embeddedness	25 – 49% 35 – 59%	50 – 79% 60 – 85%	>75% >85%	5
Potential for deep pools 2 ft or greater, substrate condition	High number of pools Pool substrate <30% sand/silt	Moderate number 30-59% sand/silt	Low number 60-80% sand/silt	Few, if any >80% sand/silt	5
Frequency of streak marks and/or banana-shaped deposits	Absent	Uncommon	Common	Very Common	5
Fresh, large sand deposits in channel and on overbank areas	Rare or absent	Uncommon, fresh localized deposits along top of low banks	Common, fresh deposits along top of low banks	Large deposits in channel and along major portion of overbank area	8
Frequency and condition of point bars	Few, small, stable, and vegetated	Small and stable, well vegetated, moderate fresh sand	Large and unstable, high amount of fresh sand	Moderate to large, unstable, high amount of fresh sand	6
Table 2 score (average of points given, rounded to nearest whole number)					6

Table 3: Physical In-Stream Habitat

Relates to the ability of the stream to meet basic physical requirements necessary for the support of a well-balanced aquatic community (i.e, water temperature, water velocity, substrate type and quality).

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent wetted perimeter of channel bottom during base flow events	>85%	61 – 85%	40 – 60%	<40%	6
Frequency of diverse habitat (riffles, runs and pools) and flow when water is present	Highly diverse habitat and flows	Good mix of habitat types and relatively diverse flows	Low diversity of habitat types, depth and flow relatively uniform	One habitat type dominates, velocity and flow uniform	5
Percent of riffle composition from larger material (cobble or gravel)	>50%	49 – 25%	24 – 5%	Dominated by sand or silt	5
Typical base flow riffle depth (non-stormwater base flows)	>6”	5.9 – 4.0”	3.9 – 2.0”	<2”	5
Typical depth of large pools	>24”	24 – 18”	18 – 12”	<12”	4
Channel alterations at study site	No evidence	Minor	Moderate	Extensive	3
Summer afternoon water temperature (estimated using tree canopy coverage)	<82 degrees F	82 – 89	89 – 94	>94	2
Table 3 score (average of points given, rounded to nearest whole number)					4

Table 4: Riparian Habitat

Provides insight into changes in stream energetics, temperature regimes, and both aquatic and terrestrial habitat conditions.

	Score Selection:				Score
	Excellent (7 – 6)	*Good (5 – 4)*	*Fair (3 – 2)*	*Poor (1 – 0)*	
Width of forested buffer along both banks	Wide (>200 ft)	> 100 ft along major portion of both banks	Predominantly wooded, major gaps in one or both banks	Mostly non-woody vegetation with narrow riparian zones	1
Canopy coverage	small stream order: >80% large stream order: >60%	79 – 65% 59 – 45%	64 – 45% 44 – 30%	<45% <30%	1
Table 4 score (average of points given, rounded to nearest whole number)					1

Is the water feature actively flowing?

☑ Yes, surface water is flowing and there are connects pools. Complete Tables 5 and 6.

☐ No, standing water, waterway is dry, or there are dry beds are seen between pools. Skip Tables 5 and 6.

Table 5: Water Quality

Indicative of watershed perturbations and general level of human activity, point and nonpoint source pollutant loadings, and aquatic habitat conditions.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent substrate fouling on underside of cobble	Minimal, 0 – 10%	Light, 11 – 20%	Moderate, 21 – 50%	High, >50%	6
Total Dissolved Solids	350 – 399 mg/L	400 – 449	450 – 500	>500	6
Water odor	No odor	Slight organic odor	Slight – moderate organic odor	Strong organic odor	6
Table 5 score (average of points given, rounded to nearest whole number)					6

Table 6: Biological Indicators

Considered to be the best overall indication of stream health and the level of watershed perturbation.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Macroinvertebrate community diversity	High diversity of good water quality indicator species. Few snails, leeches, aquatic worms.	Good diversity of good water quality indicator species. Mayflies and caddisflies present.	Low diversity of good water quality indicator species.	Low diversity, predominantly pollution-tolerant species.	6
Number of organisms	High to moderate	Moderate	Moderate to low	Very low number	6
Table 6 score (average of points given, rounded to nearest whole number)					6

Table 7: RSAT Summary

	Score – flow	Score – no flow
1. Channel Stability	5	
2. Channel Scouring/Deposition	6	
3. Physical In-Stream Habitat	4	
4. Riparian Habitat	1	
5. Water Quality	6	
6. Biological Indicators	6	
Total Score:	27	
Verbal Score from Total Score:	☐ Excellent (42-50) ☐ Good (30-41) ☑ Fair (16-29) ☐ Poor (<16)	☐ Excellent (29-34) ☐ Good (20-28) ☐ Fair (11-19) ☐ Poor (<11)

Project Number: ESA

Riparian Buffer ESA Assessment Form

Environmental Services and Sustainability

A Riparian Buffer ESA Assessment Form is to be completed for each feature identified as potentially to exist on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of a riparian buffer is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about riparian buffers and assessing this feature may be found on the City of Denton webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID:**	Data Form 4

Property ID can be found through Denton Central Appraisal District — *Provide a unique ID when multiple features are assessed*

Hydrologic Segment Information:

Name:	**Width:**	**Order:**
Unnamed tributary of Pecan Creek	7	1
When available, stream or tributary to segment name	*Approximate stream width*	*Stream order*

Assessment Conclusion:

Select one of the following.

- [x] IS an ESA. Based upon this assessment the area is a Riparian Buffer ESA. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.
- [ ] NOT an ESA. Based upon this assessment the area is not a Riparian Buffer ESA. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:

Provide a summary and discussion of details found in the field to support the conclusion selected above. Include a discussion of the Rapid Stream Assessment Techniques and the final verbal score (Section 5).

The unnamed tributary of Pecan Creek was confirmed to be present in the field. The creek held flowing water at the time of evaluation and conditions on site indicated that flow would be intermittent. The riparian vegetation was comprised of an over story of American elm, and Osage orange with an under story comprised of Chinese privet shrubs, and greenbrier. The RSAT indicated that the stream was classified as Good with a final verbal score of 30.

Attachments Provided:

Required:	[x] overall site map [x] current map of feature [x] proposed map of feature [x] soils map [x] photographs representative of feature
Other:	FEMA FIRM

Field Assessor:

Name of Field Assessor: Tyler Frohlich

Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.

Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:09:17 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

General Land Use:

Provide description of land hydrologically influencing feature. Select all that apply and provide more details as appropriate.

☑ Forest	Briefly describe: Forested along creek
☐ Agricultural:	☑ Pasture ☐ Fallow ☑ Crop, crop type:
☑ Residential:	☑ Low Intensity ☐ High Intensity
☑ Commercial/Industrial	
☐ Recreational	
☐ Other:	

Potential pollutants from current drainage area:

☑ urban/suburban landscape maintenance	■ urban/suburban parking lots or roads
☐ intensive agricultural use	☐ grazing animals have access to water feature
■ water feature has steep slopes	☐ plant or animal species of concern present
☐ water feature used for recreation	☐ waterway a drinking water source/adjacent to well
☐ other:	

Proposed construction activity in the drainage area of the water feature:

☐ Low impact potential (parks, low density residential)
■ High impact potential (high density residential, commercial development)
☐ Gas well plat

Benefit(s) current Riparian Buffer offers to the water feature:

■ intercepts sediment	■ provides fish habitat
■ intercepts nutrients	■ improves wildlife habitat
■ intercepts pesticides	■ stabilizes streambank
■ intercepts other pollutants	☐ unique aesthetics / privacy
☐ other:	

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Section 2. System Conditions

Stream Bank:

Evidence of frequent water level changes	☐ yes ☑ no		
Slope of bank	.30 %		
Soil class	☑ clay ☑ sand ☐ loam ☑ gravel ☐ ledge		
Active erosion	☐ slight ☑ moderate ☐ severe		
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☐ grass ☐ shrub ☑ young forest ☑ mature forest		
Large leaning trees	☑ yes ☐ no		
Invasive exotics present	☑ yes ☐ no	If yes, species: Chinese privet	% infestation: 20

Top of Bank:

Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☐ grass ☑ shrub ☑ young forest ☑ mature forest		
Invasive exotics present	☑ yes ☐ no	If yes, species: Chinese privet	% infestation: 60

Above the Bank:

Slope	.30 %
Direction of slope	☑ toward the water feature ☐ away from water feature
Runoff flow	☐ sheet flow across the land ☑ concentrated flow
Active erosion	☐ slight ☑ moderate ☐ severe
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated
Dominant cover	☐ cement ☐ bare ☐ grass ☐ shrub ☑ young forest ☐ mature forest
Invasive exotics present	☑ yes ☐ no If yes, species: Chinese privet % infestation: 50

Section 3. Brief Vegetation Survey

List all vegetative species where feature occurs for species covering >10% of the feature area and provide hydrophytic vegetation indicator of the species.

Bank:

Scientific name	*Common name*	*% Cover*	*Indicator*
American Elm	Ulmus americana	15	FAC
Chinese Privet	Ligustrum sinense	20	UPL
Swamp Smartweed	Polygonum hydropiperoides	10	OBL

Bank Hydrophytic Vegetation Indicator: 2 : 1
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Buffer:

Scientific name	*Common name*	*% Cover*	*Indicator*
American Elm	Ulmus americana	10	FAC
Chinese privet	Ligustrum sinense	60	UPL
Mustang Grape	Vitis mustangensis	10	NL
Osage Orange	Maclura pomifera	45	FACU

Buffer Hydrophytic Vegetation Indicator: 1 : 2
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Section 4. Hydrology and Hydric Soils Indicators

Hydrology Indicators:

Primary	*Secondary*
☐ inundated	☐ oxidized root channels in upper 12”
☐ soil saturated in upper 12”	☐ water-stained leaves
☐ water marks	☐ county soil survey
☐ drift lines	☐ fac-neutral test
■ sediment deposits	
■ evidence of drainage pattern	
Comments:	

Hydric Soil Indicators:

☐ histosol	☐ concretions
☐ histic epipendon	☐ high surface organic content
☐ sulfidic odor	☐ organic streaking in sandy soils
☐ aquic moisture regime	☐ listed on local hydric soil list
☑ reducing conditions	☐ listed on national hydric soil list
☐ gleyed or low chroma colors	☐ other:
Comments:	

Section 5. Rapid Stream Assessment Techniques (RSAT)

The Rapid Stream Assessment Techniques is adapted from the Texas Commission on Environmental Quality's Surface Water Quality Monitoring Procedures, Chapter 9. Physical Habitat of Aquatic Systems. To complete the RSAT provide a score for each table, as applicable. Sum Tables 1 – 6 scores and provide the average using a whole number. Complete Table 7 with these scores. Provide a total RSAT score and a verbal score. Please note, the order of tables 4 and 5 were switched at Version 5 of this form.

Table 1: Channel Stability

Indicative of hydrological flow regime alteration and general condition of physical / aquatic habitat and provides insight into the past, present, and possible future changes in stream channel morphometry.

	Score Selection:				*Score*
	Excellent (11 – 9)	*Good (8 – 6)*	*Fair (5 – 3)*	*Poor (2 – 0)*	
Stability of bank network	> 80% is stable, no evidence of bank sloughing or failure	71-80% is stable, infrequent signs of bank sloughing, slumping or failure	50-70% is stable, some signs of bank sloughing, slumping or failure	< 50% is stable, recent or frequent signs of bank sloughing, slumping	7
Stream bends at study site or immediate vicinity of study site	Very stable: outer bank height is slightly above stream level, bank overhang minimal	Stable: outer bank height 2-3 ft. above stream level, bank overhang slight to moderate	Unstable: outer bank height is substantially above stream level, substantial bank overhang	Highly unstable: outer bank height significantly above stream level, overhangs large and deep.	7
Exposed tree roots	Old, large, and woody exposed roots, generally 0-1 recent large tree falls / stream mile	Old and large exposed roots, some smaller young roots, 2- 3 recent large tree falls / stream mile	Young exposed tree roots are common, 4-5 recent large tree falls per stream mile	No trees exist, or young exposed tree roots are abundant, 6 or more recent large tree falls per stream mile.	7
Presence of highly erosion-resistant plant/soil matrix or material in bottom 1/3 of bank	dominant	present	compromised	severely compromised or nonexistent.	4
Channel crossing section shape	generally, V or U-shaped	"wide" U	generally trapezoid shaped	wide trapezoid to rectangle shape	7
Table 1 score (average of points given, rounded to nearest whole number)					6

Table 2: Channel Scouring and Sediment Deposition

Relates to the level of uncontrolled storm water runoff, sediment load, and transport and degradation of in-stream habitat.

	Score Selection:				*Score*
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Riffle embeddedness with sand/silt	small stream order: <25% embeddedness larger stream order: <35% embeddedness	25 – 49% 35 – 59%	50 – 79% 60 – 85%	>75% >85%	5
Potential for deep pools 2 ft or greater, substrate condition	High number of pools Pool substrate <30% sand/silt	Moderate number 30-59% sand/silt	Low number 60-80% sand/silt	Few, if any >80% sand/silt	5
Frequency of streak marks and/or banana-shaped deposits	Absent	Uncommon	Common	Very Common	5
Fresh, large sand deposits in channel and on overbank areas	Rare or absent	Uncommon, fresh localized deposits along top of low banks	Common, fresh deposits along top of low banks	Large deposits in channel and along major portion of overbank area	8
Frequency and condition of point bars	Few, small, stable, and vegetated	Small and stable, well vegetated, moderate fresh sand	Large and unstable, high amount of fresh sand	Moderate to large, unstable, high amount of fresh sand	6
Table 2 score (average of points given, rounded to nearest whole number)					6

Table 3: Physical In-Stream Habitat

Relates to the ability of the stream to meet basic physical requirements necessary for the support of a well-balanced aquatic community (i.e, water temperature, water velocity, substrate type and quality).

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent wetted perimeter of channel bottom during base flow events	>85%	61 – 85%	40 – 60%	<40%	5
Frequency of diverse habitat (riffles, runs and pools) and flow when water is present	Highly diverse habitat and flows	Good mix of habitat types and relatively diverse flows	Low diversity of habitat types, depth and flow relatively uniform	One habitat type dominates, velocity and flow uniform	5
Percent of riffle composition from larger material (cobble or gravel)	>50%	49 – 25%	24 – 5%	Dominated by sand or silt	4
Typical base flow riffle depth (non-stormwater base flows)	>6”	5.9 – 4.0”	3.9 – 2.0”	<2”	5
Typical depth of large pools	>24”	24 – 18”	18 – 12”	<12”	4
Channel alterations at study site	No evidence	Minor	Moderate	Extensive	4
Summer afternoon water temperature (estimated using tree canopy coverage)	<82 degrees F	82 – 89	89 – 94	>94	4
Table 3 score (average of points given, rounded to nearest whole number)					4

Table 4: Riparian Habitat

Provides insight into changes in stream energetics, temperature regimes, and both aquatic and terrestrial habitat conditions.

	Score Selection:				Score
	Excellent (7 – 6)	*Good (5 – 4)*	*Fair (3 – 2)*	*Poor (1 – 0)*	
Width of forested buffer along both banks	Wide (>200 ft)	> 100 ft along major portion of both banks	Predominantly wooded, major gaps in one or both banks	Mostly non-woody vegetation with narrow riparian zones	2
Canopy coverage	small stream order: >80% large stream order: >60%	79 – 65% 59 – 45%	64 – 45% 44 – 30%	<45% <30%	1
Table 4 score (average of points given, rounded to nearest whole number)					2

Is the water feature actively flowing?

☑ Yes, surface water is flowing and there are connects pools. Complete Tables 5 and 6.

☐ No, standing water, waterway is dry, or there are dry beds are seen between pools. Skip Tables 5 and 6.

Table 5: Water Quality

Indicative of watershed perturbations and general level of human activity, point and nonpoint source pollutant loadings, and aquatic habitat conditions.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent substrate fouling on underside of cobble	Minimal, 0 – 10%	Light, 11 – 20%	Moderate, 21 – 50%	High, >50%	6
Total Dissolved Solids	350 – 399 mg/L	400 – 449	450 – 500	>500	6
Water odor	No odor	Slight organic odor	Slight – moderate organic odor	Strong organic odor	6
Table 5 score (average of points given, rounded to nearest whole number)					6

Table 6: Biological Indicators

Considered to be the best overall indication of stream health and the level of watershed perturbation.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Macroinvertebrate community diversity	High diversity of good water quality indicator species. Few snails, leeches, aquatic worms.	Good diversity of good water quality indicator species. Mayflies and caddisflies present.	Low diversity of good water quality indicator species.	Low diversity, predominantly pollution-tolerant species.	6
Number of organisms	High to moderate	Moderate	Moderate to low	Very low number	6
Table 6 score (average of points given, rounded to nearest whole number)					6

Table 7: RSAT Summary

	Score – flow	Score – no flow
1. Channel Stability	6	
2. Channel Scouring/Deposition	6	
3. Physical In-Stream Habitat	4	
4. Riparian Habitat	2	
5. Water Quality	6	
6. Biological Indicators	6	
Total Score:	30	
Verbal Score from Total Score:	☐ Excellent (42-50) ☑ Good (30-41) ☐ Fair (16-29) ☐ Poor (<16)	☐ Excellent (29-34) ☐ Good (20-28) ☐ Fair (11-19) ☐ Poor (<11)

Project Number: ESA

Water-Related Habitat Assessment Form

Environmental Services and Sustainability

A Water-Related Habitat Assessment Form is to be completed for each feature identified as potentially existing on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of a water-related habitat is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about water-related habitats and assessing this feature may be found on the City of Denton webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID:**	Data Form 5

Property ID can be found through Denton Central Appraisal District — *Provide a unique ID when multiple features are assessed*

Type of Water-Related Habitat

Select the type. Complete assessment Section 1 and the appropriate section below.

- ☐ Isolated and Adjacent Wetland(s) (Section 2)
- ☐ Spring(s) (Section 4)
- ☑ Bottomland Hardwood Forest (Section 3)
- ☐ Deep Water Habitat (Section 5)

Assessment Conclusion:

Select one of the following.

- ☐ IS an ESA. Based upon this assessment the area is a Water-Related Habitat. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.
- ☑ NOT an ESA. Based upon this assessment the area is not a Water-Related Habitat. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:

Provide a summary of details found in the field to support the conclusion selected above.

A region surrounding the unnamed tributary of Pecan Creek was identified on the City of Denton ESA map as water related habitat - not assessed or assessment expired. Bottomland hardwood habitat was not identified in the region as it had been previously cleared for a utility line ROW between 2022 and 2023. The region was observed with no existing canopy cover and was removed from the Water Related Habitat - Bottomland Hardwood ESA designation.

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA FIRM

Field Assessor:

Name of Field Assessor: Tyler Frohlich

Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.

Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:09:40 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

General Land Use

Provide description of land hydrologically influencing feature. Select all that apply and provide more details as appropriate.

☐ Forest	Briefly describe:
☐ Agricultural:	☐ Pasture ☐ Fallow ☐ Crop, crop type:
☑ Residential:	☑ Low Intensity ☐ High Intensity
☑ Commercial/Industrial	
☐ Recreational	
☐ Other:	

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Section 2. Isolated and Adjacent Wetland(s)

Hydrology Indicators

Primary	*Secondary*
☐ inundated	☐ oxidized root channels in upper 12”
☐ soil saturated in upper 12”	☐ water-stained leaves
☐ water marks	☐ county soil survey
☐ drift lines	☐ fac-neutral test
☐ sediment deposits	
☐ evidence of drainage pattern	
Comments:	

Hydric Soil Indicators

☐ histosol	☐ concretions
☐ histic epipendon	☐ high surface organic content
☐ sulfidic odor	☐ organic streaking in sandy soils
☐ aquic moisture regime	☐ listed on local hydric soil list
☐ reducing conditions	☐ listed on national hydric soil list
☐ gleyed or low chroma colors	☐ other:
Comments:	

Brief Vegetation Survey:

List all vegetative species where feature occurs for species covering >10% of the feature area and provide hydrophytic vegetation indicator of the species.

Scientific name	*Common name*	*% Cover*	*Indicator*

Hydrophytic Vegetation Indicator: ___ : ___

(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Section 3. Bottomland Hardwood Forest

List vegetative species covering >10% of the feature area.

Bottomland hardwood forests are deciduous forested wetlands and river bottoms with alluvial soil deposition. Periodic to constant wet conditions support certain species of trees such as pecan, Texas hickory, American elm, Chinkapin oak, Chittamwood, Green ash, Black walnut, Indigo bush, Texas persimmon, Shumard oak, sycamore, and Carolina buckthorn.

Old growth canopy trees

Scientific name	*Common name*	*% Cover*

Re-growth canopy trees

Scientific name	*Common name*	*% Cover*

Small trees / understory trees

Scientific name	*Common name*	*% Cover*

Understory vegetation – shrub / vine / forb / grass

Scientific name	*Common name*	*% Cover*
Ligustrum sinense	Chinese privet	70
Sorgum halepense	Johnson Grass	10
Vitis mustangensis	Mustang Grape	10
Smilax bona-nox	Saw Greenbrier	10

Forest floor conditions:

Select all that apply.

☐ Standing dead timber ☐ Fallen dead timber ☑ Detritus / leaf litter ☐ fungi

Comments:

Section 4. Spring(s)

List vegetative species covering >10% of the feature area.

Brief Vegetation Survey:

Scientific name	*Common name*	*% Cover*

Comments:

Section 5. Deep Water Habitat

Deep water habitats are permanently flooded lands lying below the deep water boundaries of wetlands. The boundary between wetland and deep water habitat in the riverine and lacustrine systems lies at a depth of 2 meters (6.6 feet) below low water; however, if emergent, shrubs or trees grow beyond this depth at any time, their deep water edge is the boundary.

Functions

☐ intercept sediment	☐ provide fish habitat
☐ intercept nutrients	☐ evidence of wildlife use
☐ intercept pesticides	☐ unique aesthetics

Impairments

☐ trash or litter / evidence of dumping	☐ livestock has access

Vegetation in water and on bank

☐ submerged aquatic vegetation	☐ moist soil grasses and forbs
☐ floating-leaf	☐ tree cover (shade)
☐ emergent vegetation	

Brief Vegetation Survey:

List vegetative species covering >10% of the feature area.

Scientific name	*Common name*	*% Cover*

Comments:

Project Number: ESA

Cross Timbers Upland Habitat Assessment Form

Environmental Services and Sustainability

A Cross Timbers Upland Habitat Assessment Form is to be completed for each feature identified as potentially existing on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of upland habitat is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about upland habitats and assessing this feature may be found on the City of Denton ESA webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID(s):**	Data Form 6
Property ID can be found through Denton Central Appraisal District		*Provide a feature ID when multiple features are assessed*	

Assessment Conclusion:
Select one of the following.

☐ IS an ESA. Based upon this assessment the area meets the criteria of Cross Timbers Upland Habitat. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.

☑ NOT an ESA. Based upon this assessment the area is not Cross Timbers Upland Habitat. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:
Provide a summary and discussion of details found in the field to support the conclusion selected above.

The region is dominated by herbaceous species. The area lacks the basic characteristics of a cross timbers upland forest. Therefore, this area does not meet the requirements to be verified as an ESA.

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA FIRM, aerial photographs

Field Assessor:
Name of Field Assessor: Tyler Frohlich
Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.
Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:07:20 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Alfisol or Ultisol soil type present: ☑ yes ☐ no

Trails, Utility Clearings and Forest Openings within the Tree Stand:

Are there existing drive aisles, trails, utility clearings or canopy openings interior to the tree stand?
(*roadways and similar hard breaks do not apply*)

☐ yes: complete Section 3. ☑ no

Section 2. Forest Vegetation Survey

List all vegetative species covering >10% of the feature area

Old Growth Canopy Trees

Scientific name	*Common name*	*% Cover*

Re-Growth Canopy Trees

Are tree(s) present >6" DBH: ☐ yes ☑ no

Scientific name	*Common name*	*% Cover*

Small Trees/Saplings

Scientific name	*Common name*	*% Cover*

Understory Vegetation (shrubs/vines/grasses/forbs)

Scientific name	*Common name*	*% Cover*
Lolium perenne	Perennial Ryegrass	40
Lolium arundinaceum	Tall Fescue	25
Heterotheca subaxillaris	Camphorweed	15
Hordeum pusillum	Little Barley	10

Forest floor conditions:

Select all that apply.

☐ standing dead timber ☑ fallen dead timber ☑ detritus/leaf litter ☐ fungi

Section 3. Interior Forest Opening(s)

Interior forest openings or canopy gaps have traditionally served important roles in Cross Timbers Upland Habitats. Characterized by limited canopy cover and increased light penetration, these areas support native forbs, grasses, and shrubs that enhance wildlife habitat and biodiversity. They can also be important areas of regrowth for Quercus species. Common vegetative species seen in these areas include American beautyberry, plum or sumac thickets, Coralberry, Little bluestem, Big bluestem, Indiangrass, Switchgrass, Coneflower, and Indian blanket.

List all vegetative species covering >10% of the feature area.

Vegetation Survey

Scientific name	*Common name*	*% Cover*

Supports forest habitat:

Does the vegetation of the forest opening(s) provide wildlife resources, such as food or shelter?	☐ yes ☐ no
Is wildlife able to traverse the habitat through the forest opening(s)?	☐ yes ☐ no
Do(es) the forest opening(s) increase species richness?	☐ yes ☐ no

Comments:

Provide a supporting discussion on interior forest openings included or not included as part of the overall habitat. Labeling on the map may be needed if more than one area is considered.

Project Number: ESA

Cross Timbers Upland Habitat Assessment Form

Environmental Services and Sustainability

A Cross Timbers Upland Habitat Assessment Form is to be completed for each feature identified as potentially existing on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of upland habitat is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about upland habitats and assessing this feature may be found on the City of Denton ESA webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID(s):**	Data Form 7
Property ID can be found through Denton Central Appraisal District		*Provide a feature ID when multiple features are assessed*	

Assessment Conclusion:
Select one of the following.

☑ IS an ESA. Based upon this assessment the area meets the criteria of Cross Timbers Upland Habitat. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.

☐ NOT an ESA. Based upon this assessment the area is not Cross Timbers Upland Habitat. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:
Provide a summary and discussion of details found in the field to support the conclusion selected above.

Post oak overstory with scattered eastern red cedar trees and saplings. Chinese privet overgrown in understory. Recent aerial photography indicates that the forested area has remained forested for several decades. The area was previously part of a larger, contiguous forest but a portion was removed between 2007 and 2008 for a development to the east. Based on aerial photography in Google Earth, the current contiguous canopy cover is 12.5 acres. Therefore, this area meets the minimum 10-acre requirement to be verified as an ESA.

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA FIRM, aerial photographs

Field Assessor:
Name of Field Assessor: Tyler Frohlich
Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.
Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:07:48 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Silstid loamy fine sand, 1 to 5 percent slopes	

Alfisol or Ultisol soil type present: ☑ yes ☐ no

Trails, Utility Clearings and Forest Openings within the Tree Stand:

Are there existing drive aisles, trails, utility clearings or canopy openings interior to the tree stand?
(*roadways and similar hard breaks do not apply*)

☐ yes: complete Section 3. ☑ no

Section 2. Forest Vegetation Survey

List all vegetative species covering >10% of the feature area

Old Growth Canopy Trees

Scientific name	*Common name*	*% Cover*
Quercus stellata	Post Oak	50

Re-Growth Canopy Trees

Are tree(s) present >6" DBH: ☑ yes ☐ no

Scientific name	*Common name*	*% Cover*
Quercus stellata	Post Oak	30

Small Trees/Saplings

Scientific name	*Common name*	*% Cover*
Quercus stellata	Post Oak	20
Juniperus virginiana	Eastern red cedar	10

Understory Vegetation (shrubs/vines/grasses/forbs)

Scientific name	*Common name*	*% Cover*
Ligustrum sinense	Chinese privet	60
Smilax bona-nox	Saw Greenbrier	10

Forest floor conditions:

Select all that apply.

☐ standing dead timber ☑ fallen dead timber ☑ detritus/leaf litter ☐ fungi

Section 3. Interior Forest Opening(s)

Interior forest openings or canopy gaps have traditionally served important roles in Cross Timbers Upland Habitats. Characterized by limited canopy cover and increased light penetration, these areas support native forbs, grasses, and shrubs that enhance wildlife habitat and biodiversity. They can also be important areas of regrowth for Quercus species. Common vegetative species seen in these areas include American beautyberry, plum or sumac thickets, Coralberry, Little bluestem, Big bluestem, Indiangrass, Switchgrass, Coneflower, and Indian blanket.

List all vegetative species covering >10% of the feature area.

Vegetation Survey

Scientific name	*Common name*	*% Cover*

Supports forest habitat:

Does the vegetation of the forest opening(s) provide wildlife resources, such as food or shelter?	☐ yes ☐ no
Is wildlife able to traverse the habitat through the forest opening(s)?	☐ yes ☐ no
Do(es) the forest opening(s) increase species richness?	☐ yes ☐ no

Comments:

Provide a supporting discussion on interior forest openings included or not included as part of the overall habitat. Labeling on the map may be needed if more than one area is considered.

APPENDIX C

Tree Inventory Data

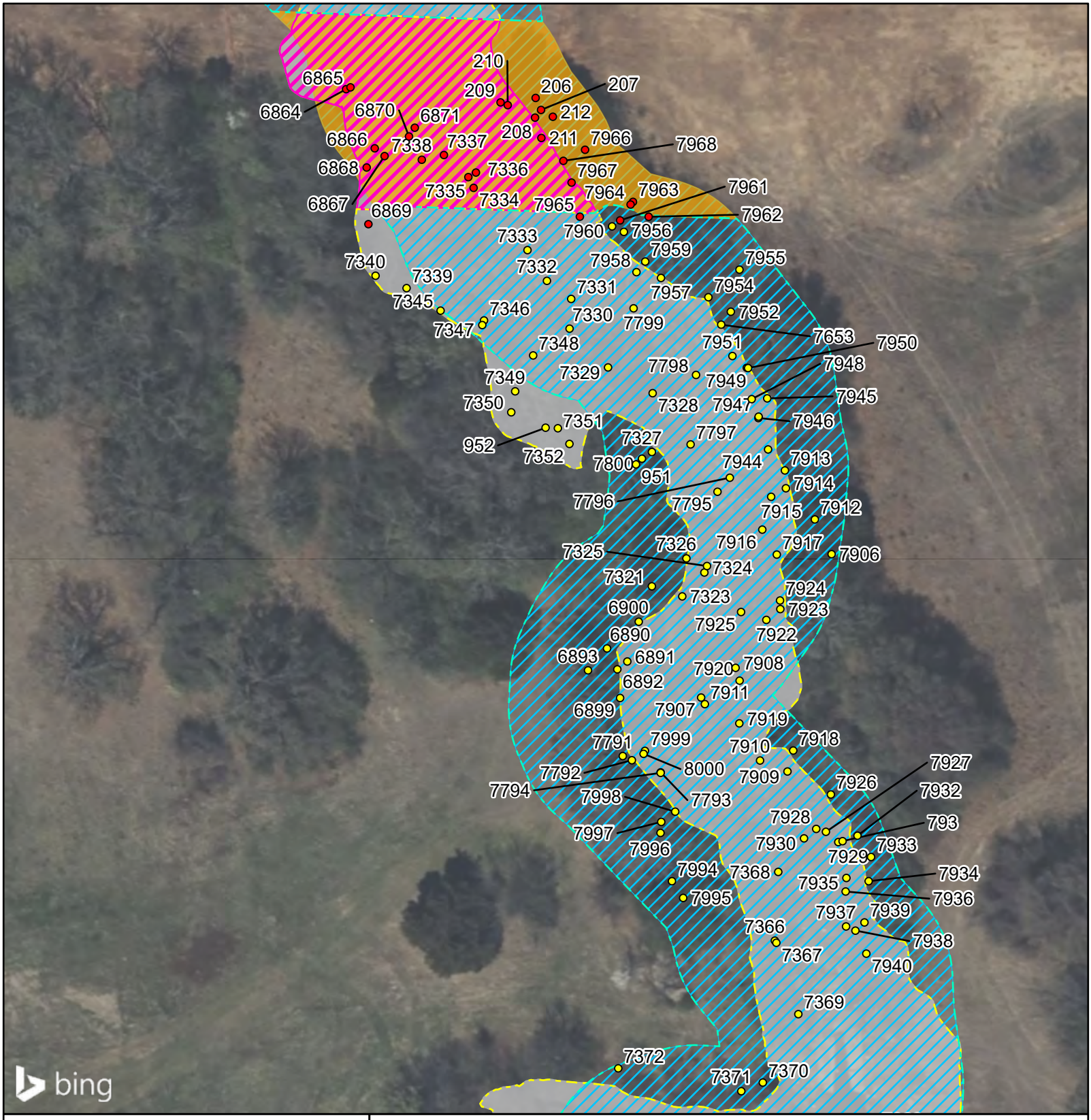


Figure 1A.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0 55

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

- Survey Area
- Undeveloped Floodplain ESA
- Riparian Buffer ESA

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain

Direct/ Permanent Impacts

- Floodplain
- Riparian Buffer
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas

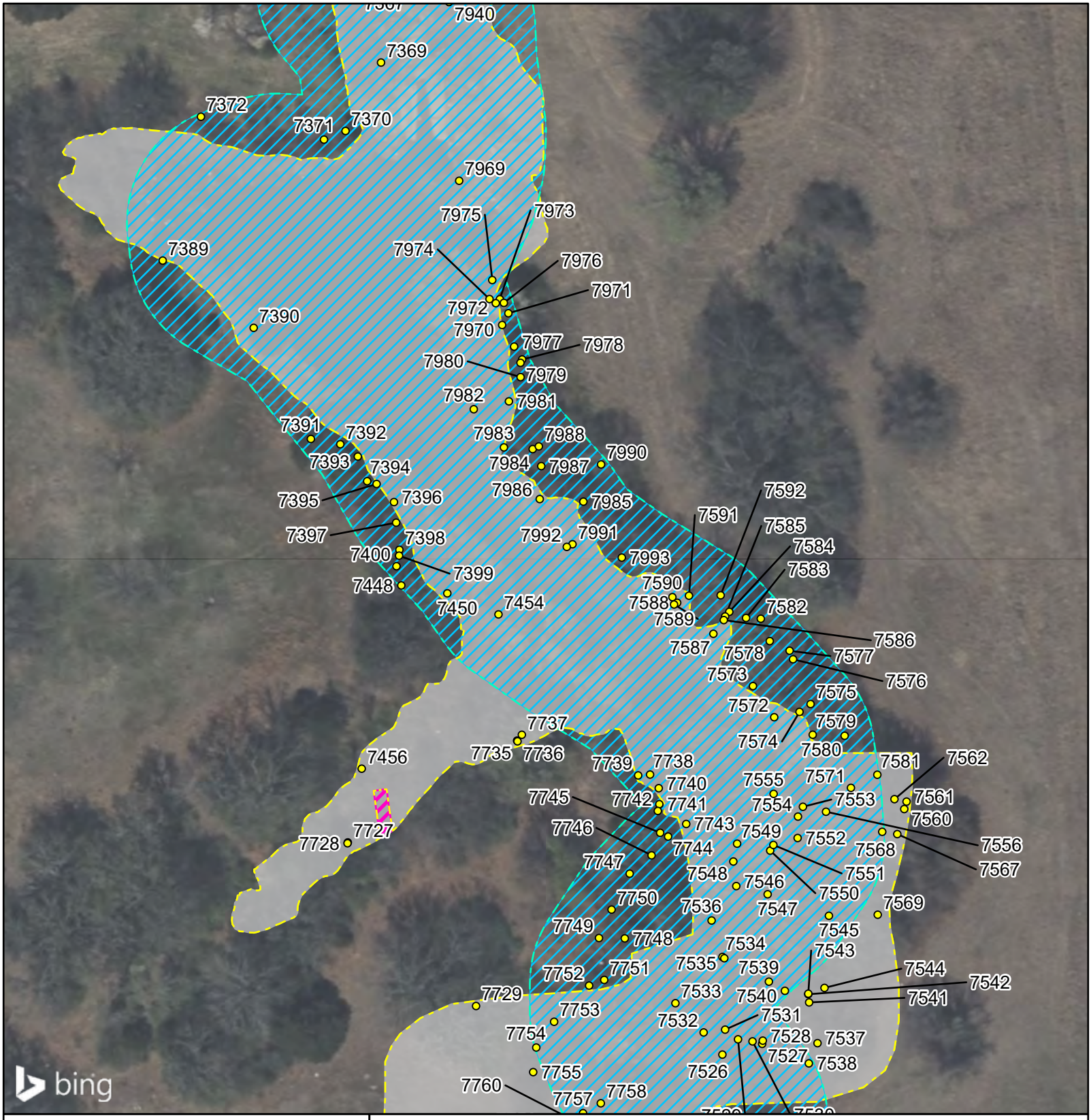


Figure 1B.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0 55

N
W E
S

File Ref. 04.110.165
Date: 4/8/2025

- Survey Area
- Undeveloped Floodplain ESA
- Riparian Buffer ESA

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain

Direct/ Permanent Impacts

- Floodplain
- Riparian Buffer
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas

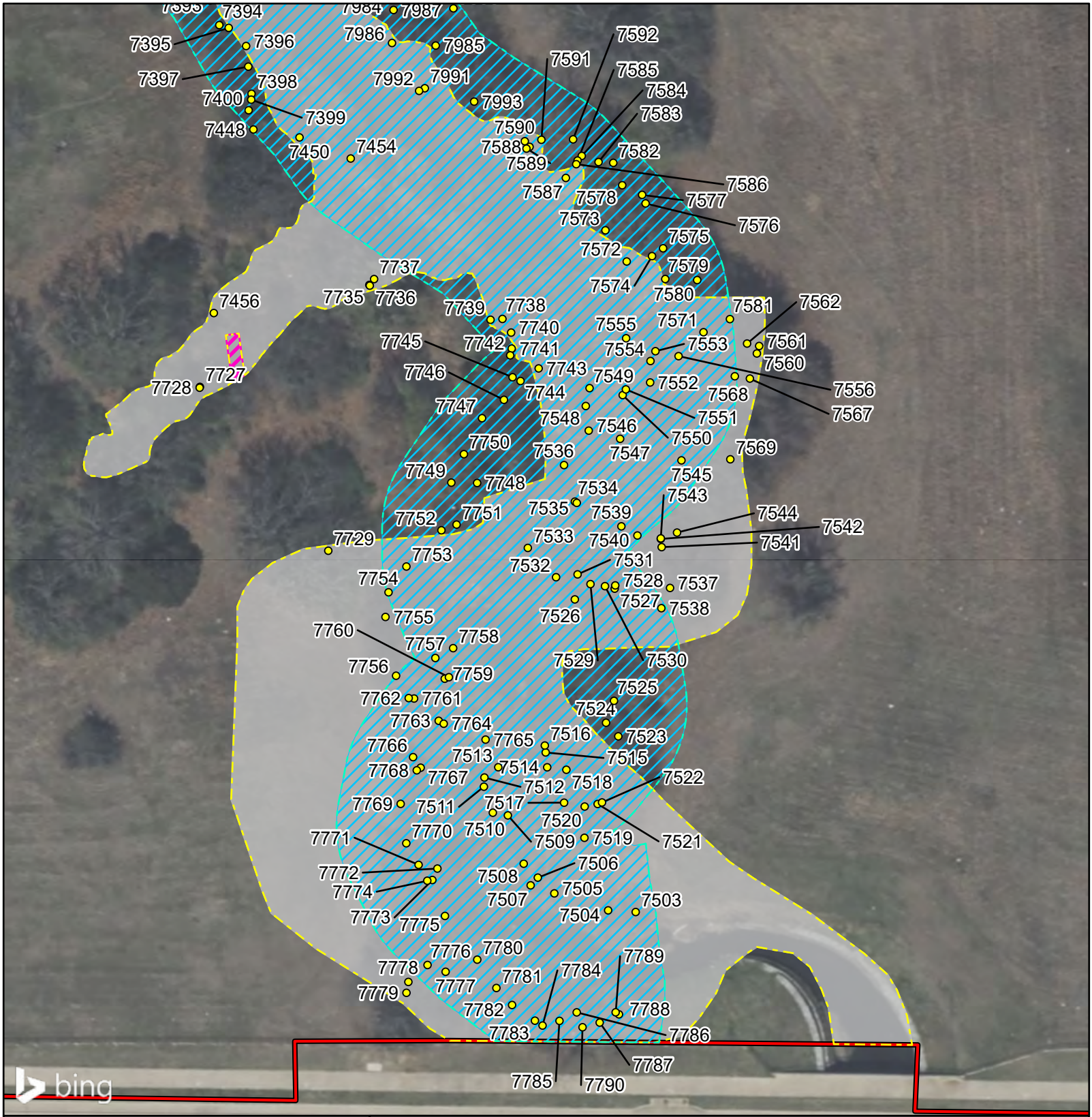


Figure 1C.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0 55

N
W E
S

File Ref. 04.110.165
Date: 4/8/2025

- Survey Area
- Undeveloped Floodplain ESA
- Riparian Buffer ESA

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain

Direct/ Permanent Impacts

- Floodplain
- Riparian Buffer
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas

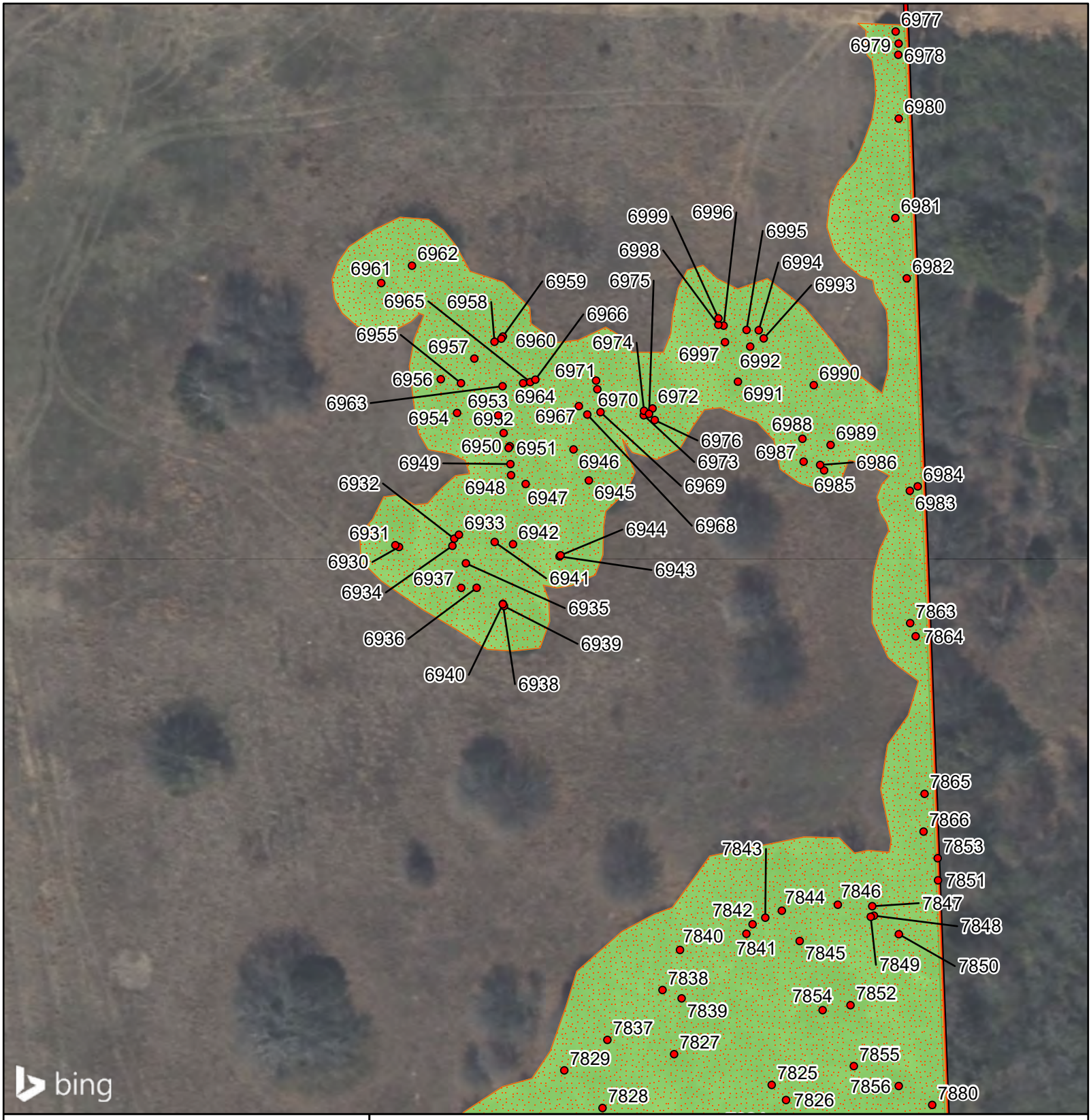


Figure 1D.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0 55

N
W E
S

File Ref. 04.110.165
Date: 4/9/2025

Survey Area

Cross Timbers Upland ESA

Cross Timbers Preservation

Direct/ Permanent Impacts

Cross Timbers

Trees within the Mitigation Areas

Trees within the Proposed Impact Areas

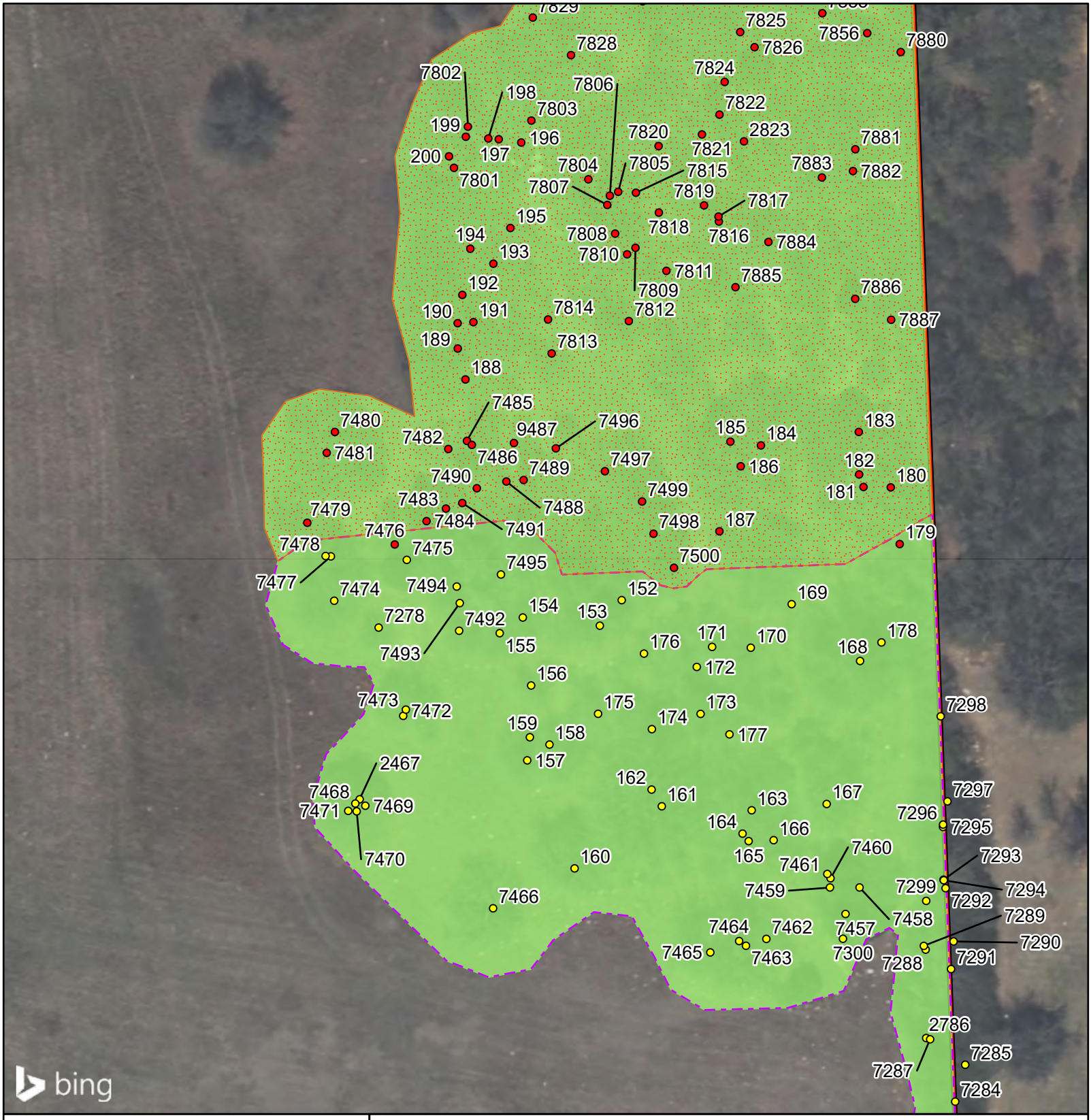


Figure 1E.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0 55

N
W E
S

File Ref. 04.110.165
Date: 4/9/2025

Survey Area

Cross Timbers Upland ESA

Cross Timbers Preservation

Direct/ Permanent Impacts

Cross Timbers

Trees within the Mitigation Areas

Trees within the Proposed Impact Areas

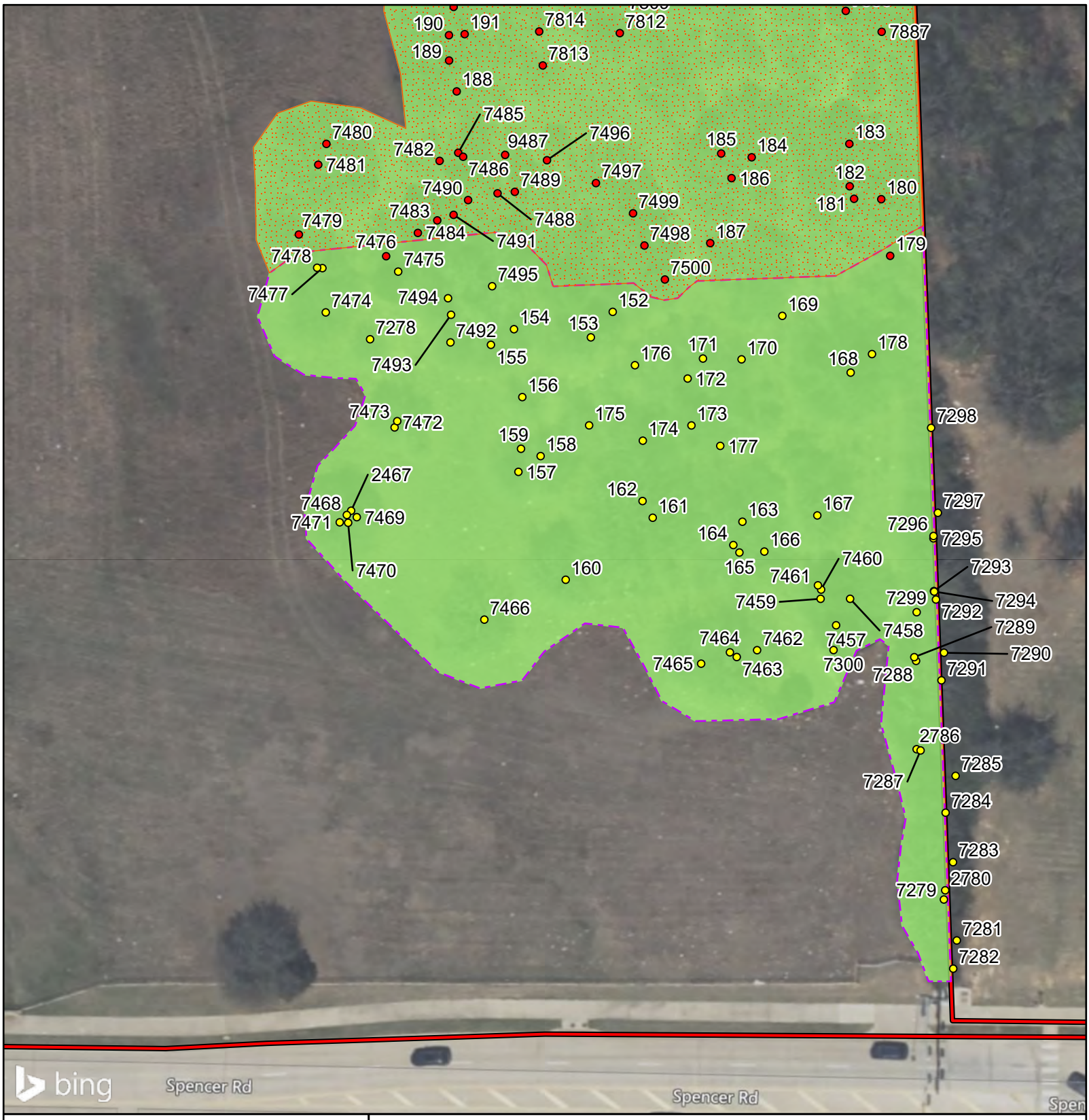


Figure 1F.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0
55

N
W
E
S

File Ref. 04.110.165
Date: 4/9/2025

Survey Area

Cross Timbers Upland ESA

Cross Timbers Preservation

Direct/ Permanent Impacts

Cross Timbers

Trees within the Mitigation Areas

Trees within the Proposed Impact Areas

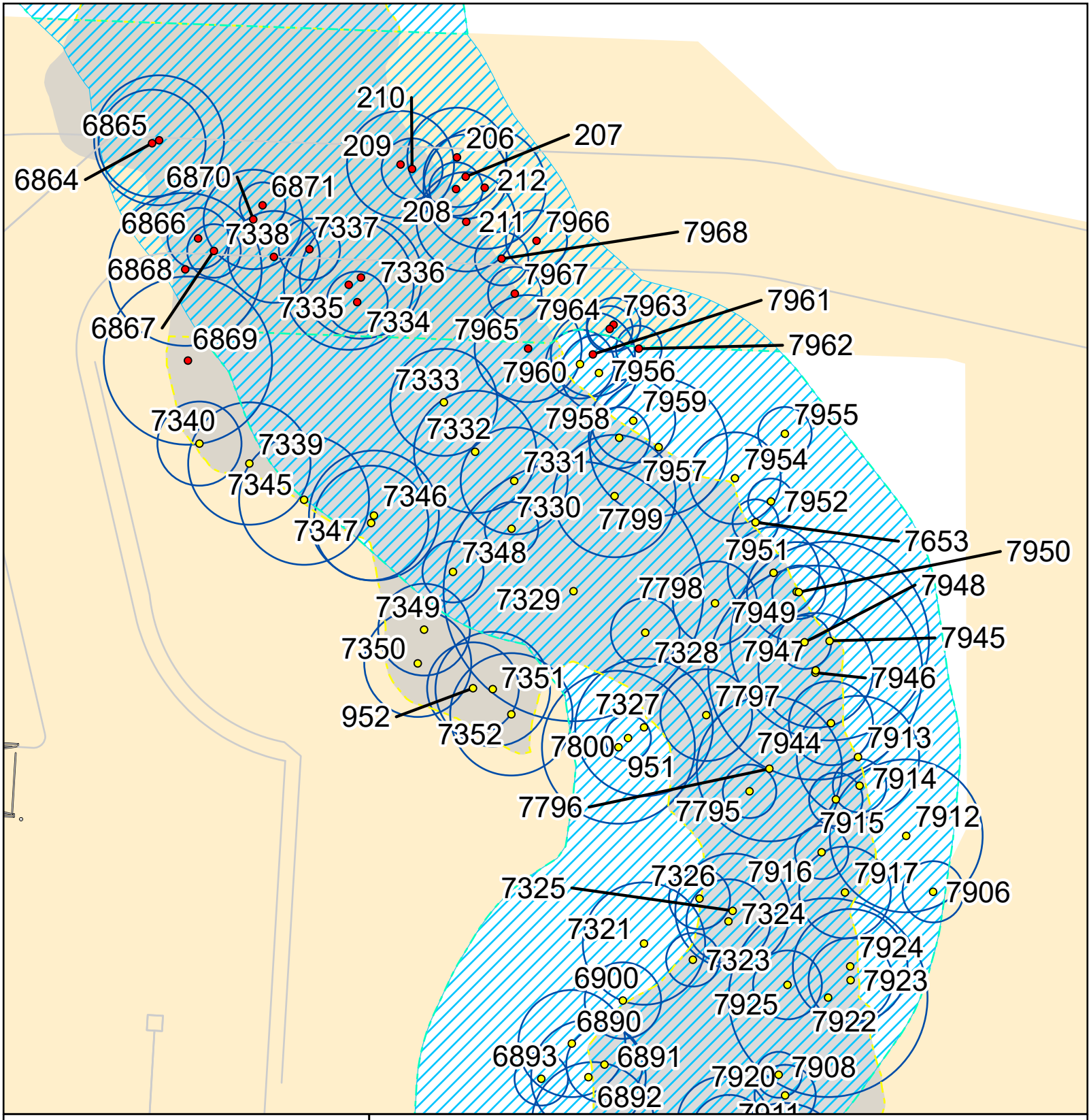


Figure 2A.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

File Ref. 04.110.165
Date: 5/27/2025

N
W E
S

Survey Area
Riparian Buffer ESA
Undeveloped Floodplain ESA

Mitigation/ Preservation Area

Riparian Buffer
Floodplain

Trees within the Mitigation Areas
Trees within the Proposed Impact Areas
Critical Root Zone
Site Plan Structures
Development Impact Area

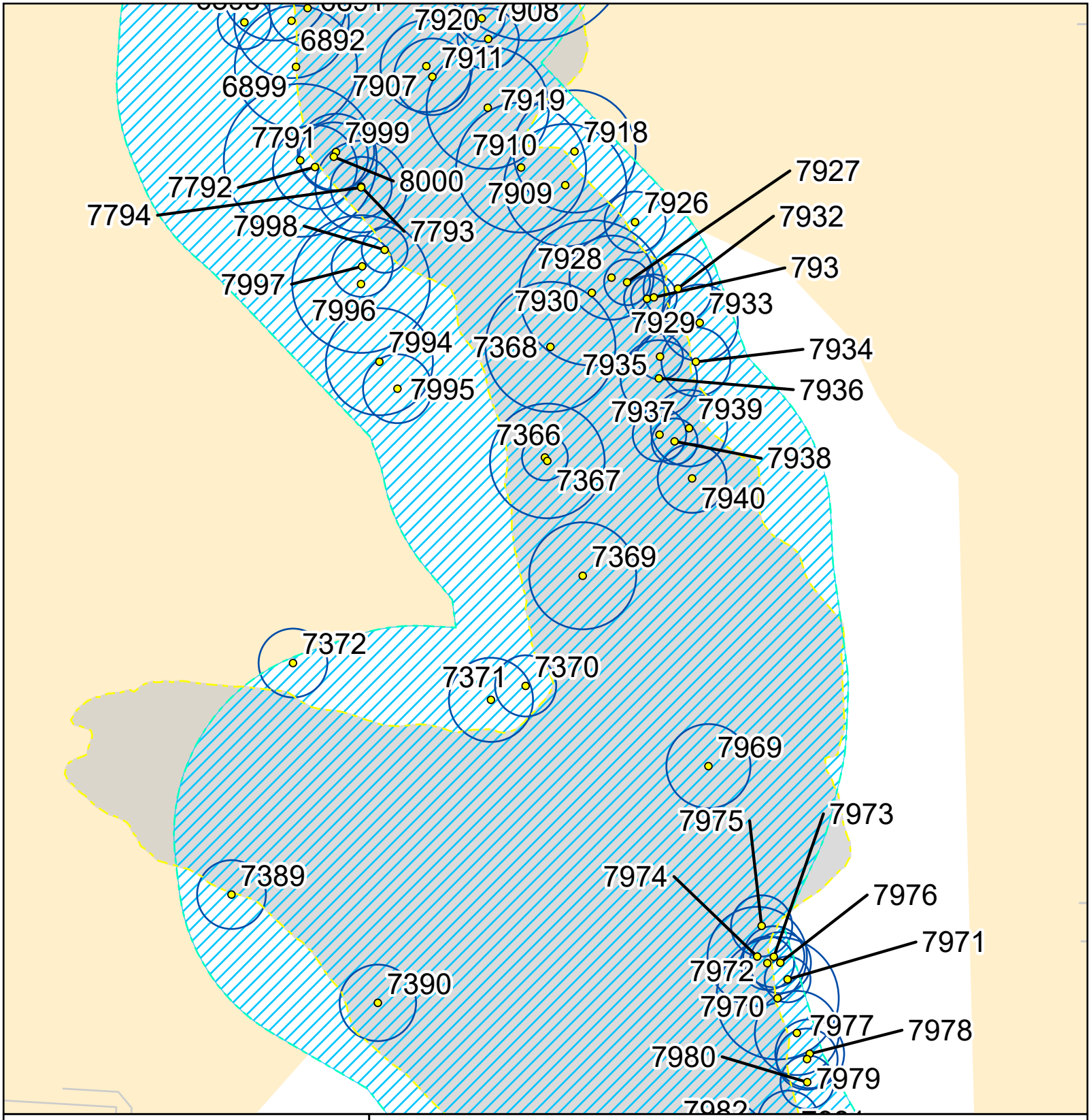


Figure 2B.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

- Survey Area
- Riparian Buffer ESA
- Undeveloped Floodplain ESA

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain

- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

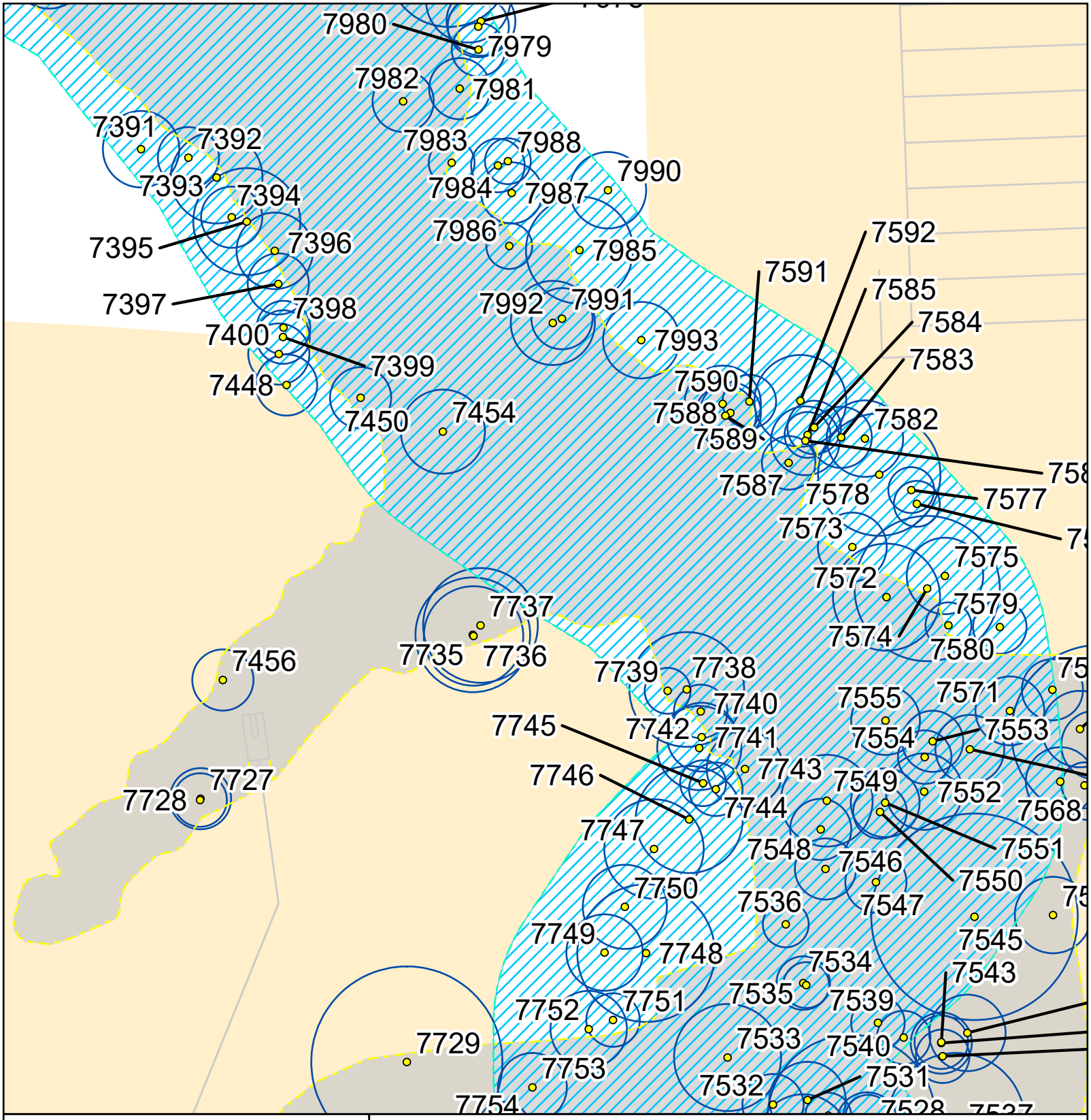


Figure 2C.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

Survey Area
Riparian Buffer ESA
Undeveloped Floodplain ESA

Mitigation/ Preservation Area

Riparian Buffer
Floodplain

Trees within the Mitigation Areas
Trees within the Proposed Impact Areas
Critical Root Zone
Site Plan Structures
Development Impact Area

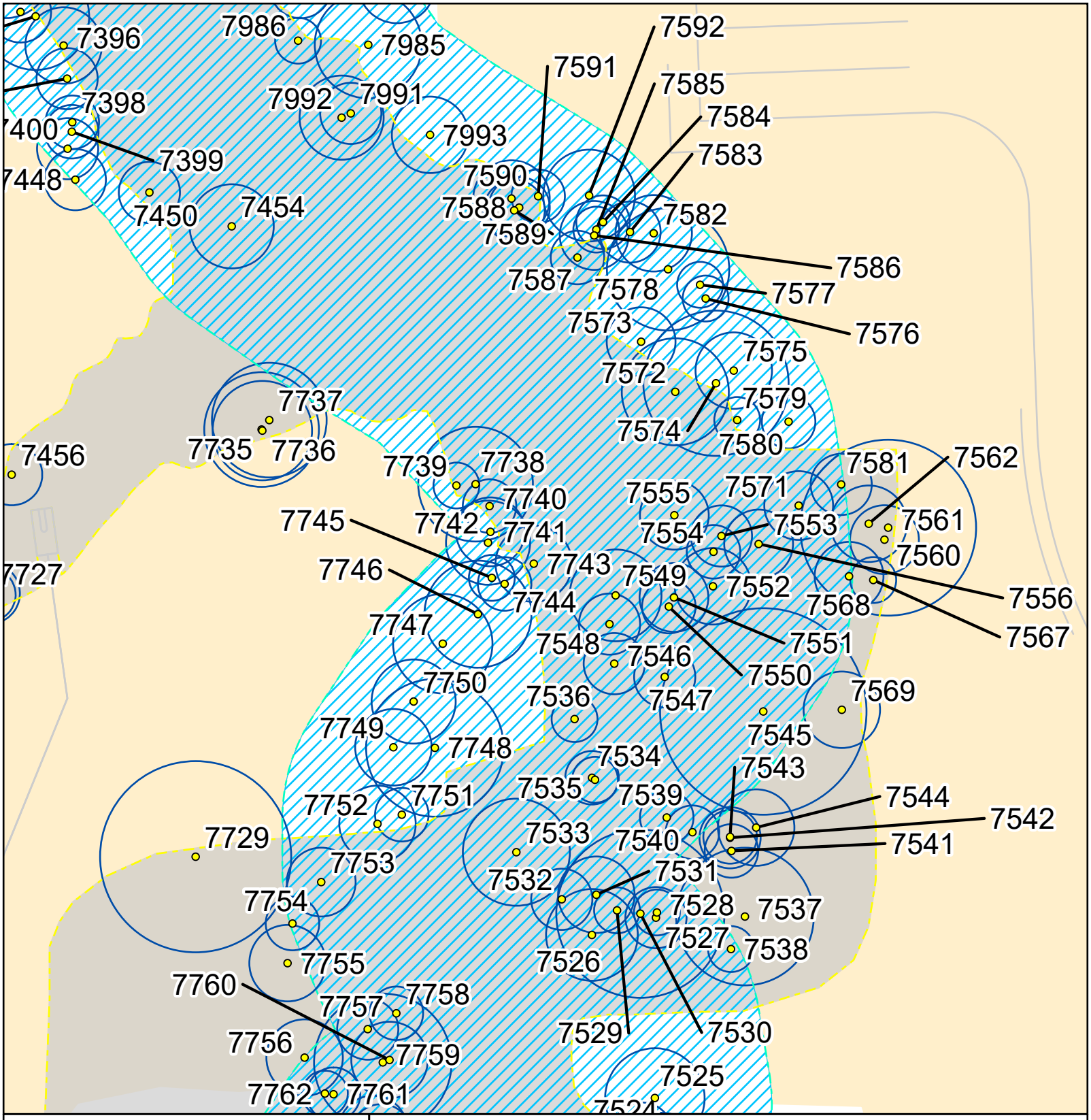


Figure 2D.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

Survey Area
Riparian Buffer ESA
Undeveloped Floodplain ESA

Mitigation/ Preservation Area

Riparian Buffer
Floodplain

Trees within the Mitigation Areas
Trees within the Proposed Impact Areas
Critical Root Zone
Site Plan Structures
Development Impact Area

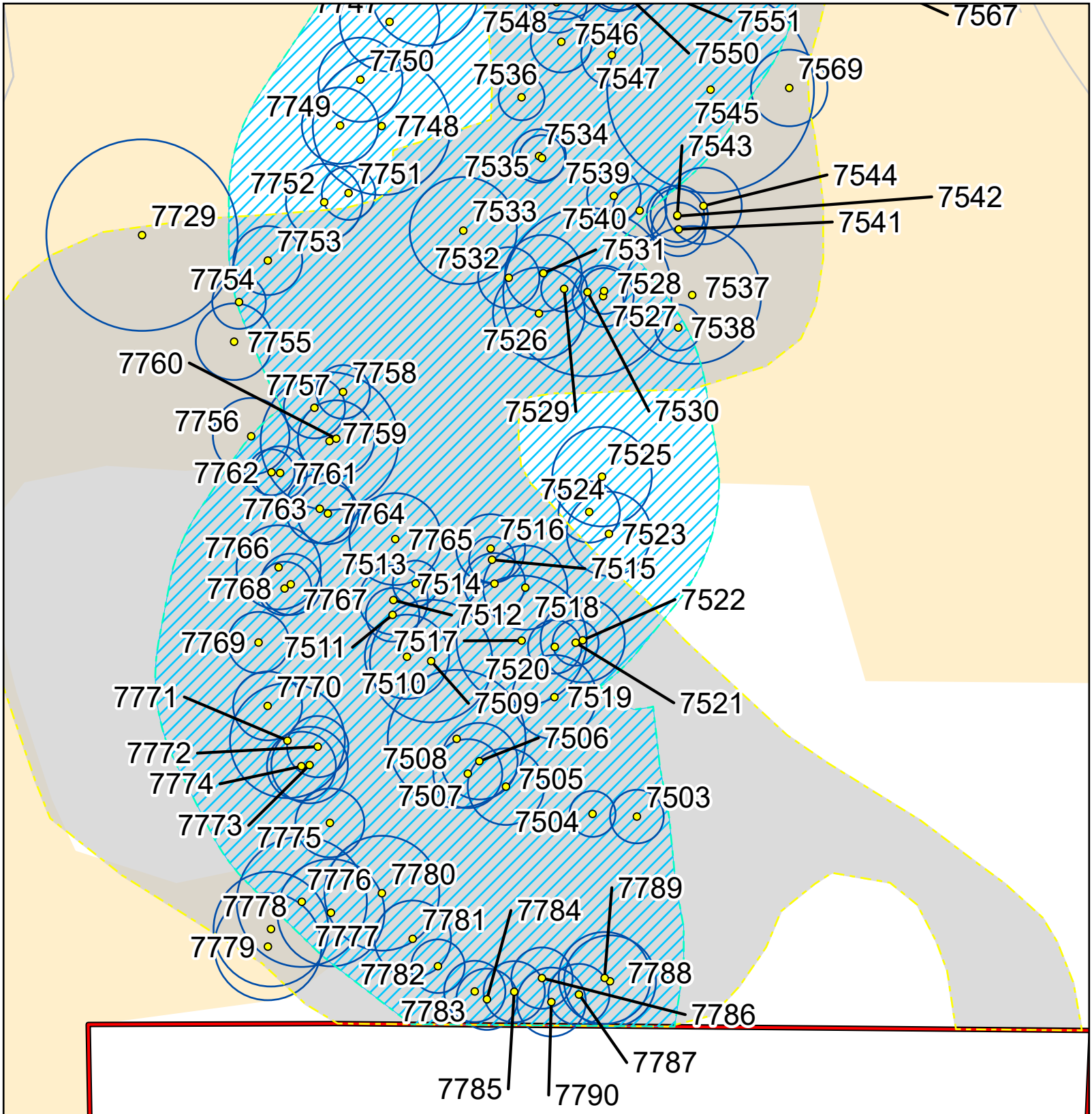


Figure 2E.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

- Survey Area
- Riparian Buffer ESA
- Undeveloped Floodplain ESA

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain

- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

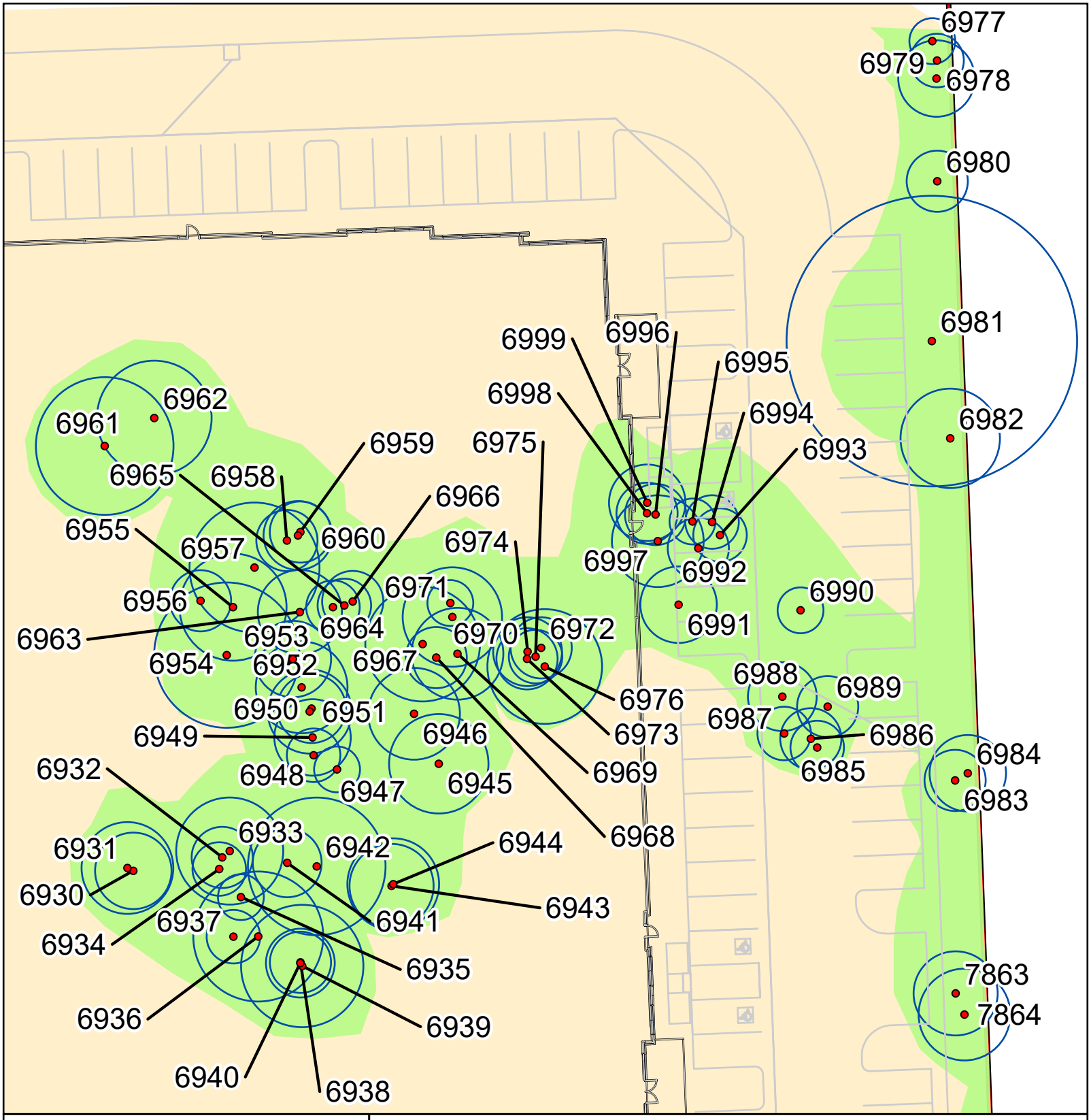


Figure 2F.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

- Survey Area
- Cross Timbers Upland ESA
- Riparian Buffer ESA
- Undeveloped Floodplain ESA
- Cross Timbers Preservation
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

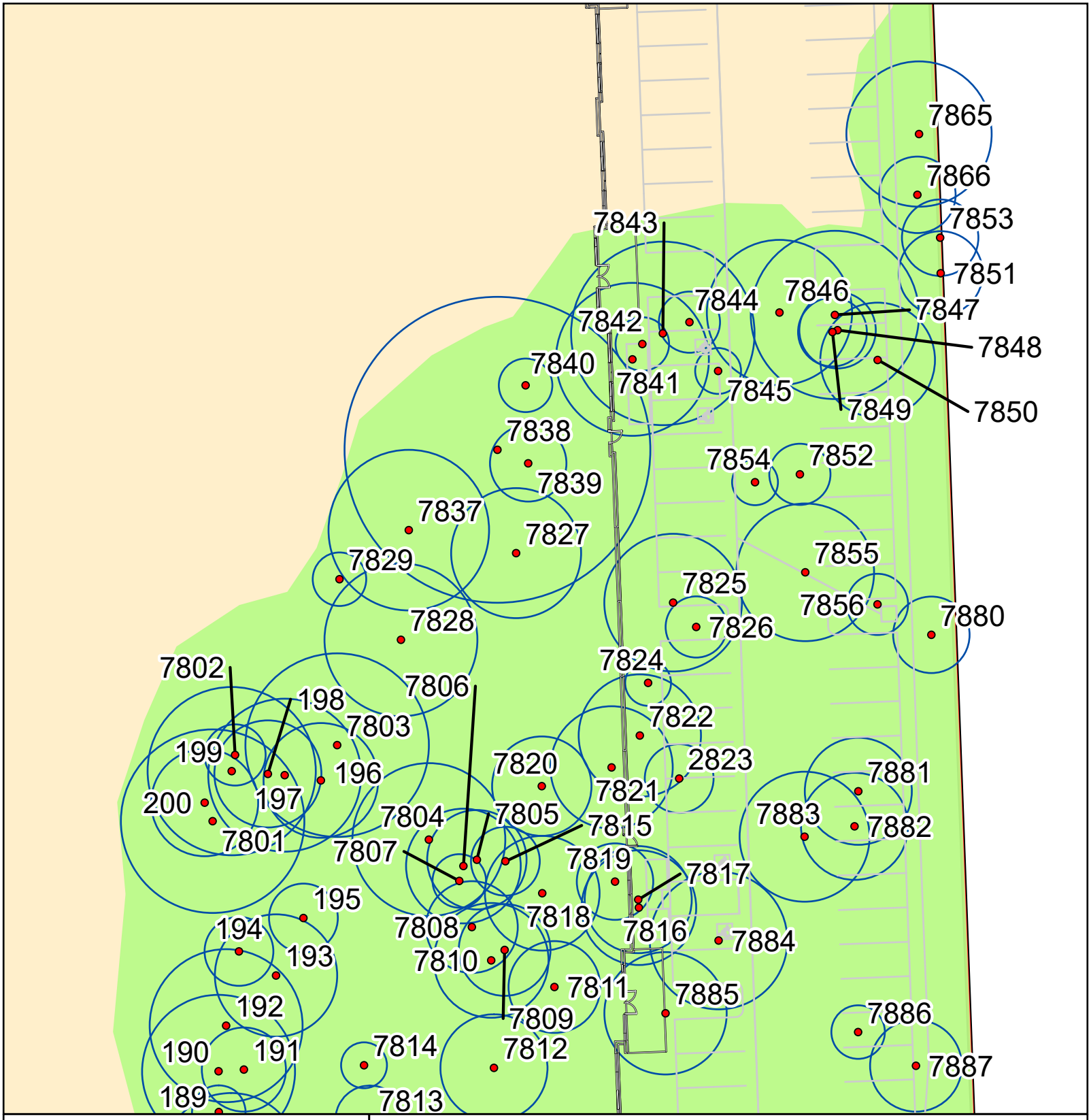


Figure 2G.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

- Survey Area
- Cross Timbers Upland ESA
- Riparian Buffer ESA
- Undeveloped Floodplain ESA
- Cross Timbers Preservation
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

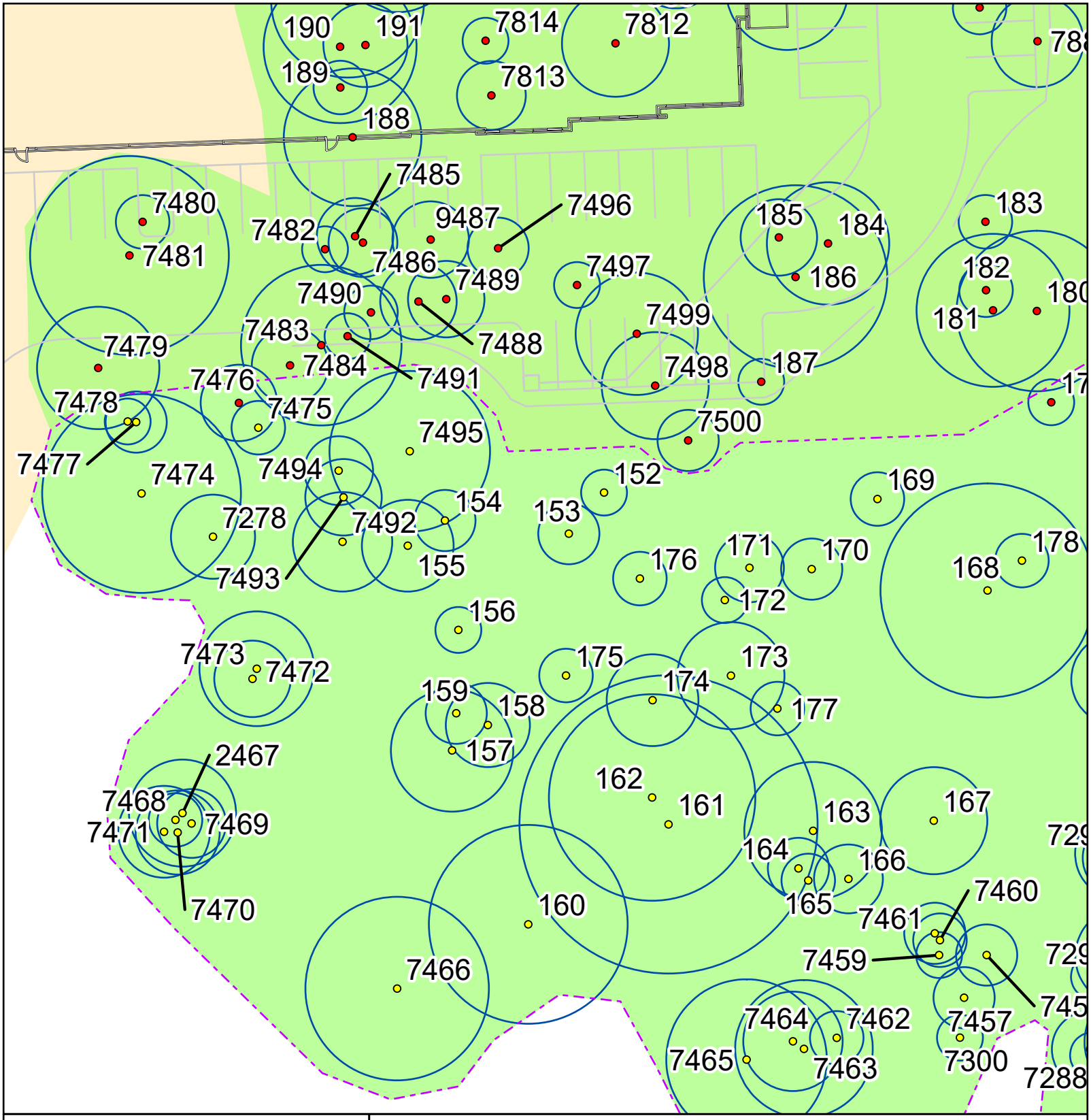


Figure 2H.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0
34

File Ref. 04.110.165
Date: 5/27/2025

N
W
E
S

- Survey Area
- Cross Timbers Upland ESA
- Riparian Buffer ESA
- Undeveloped Floodplain ESA
- Cross Timbers Preservation
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

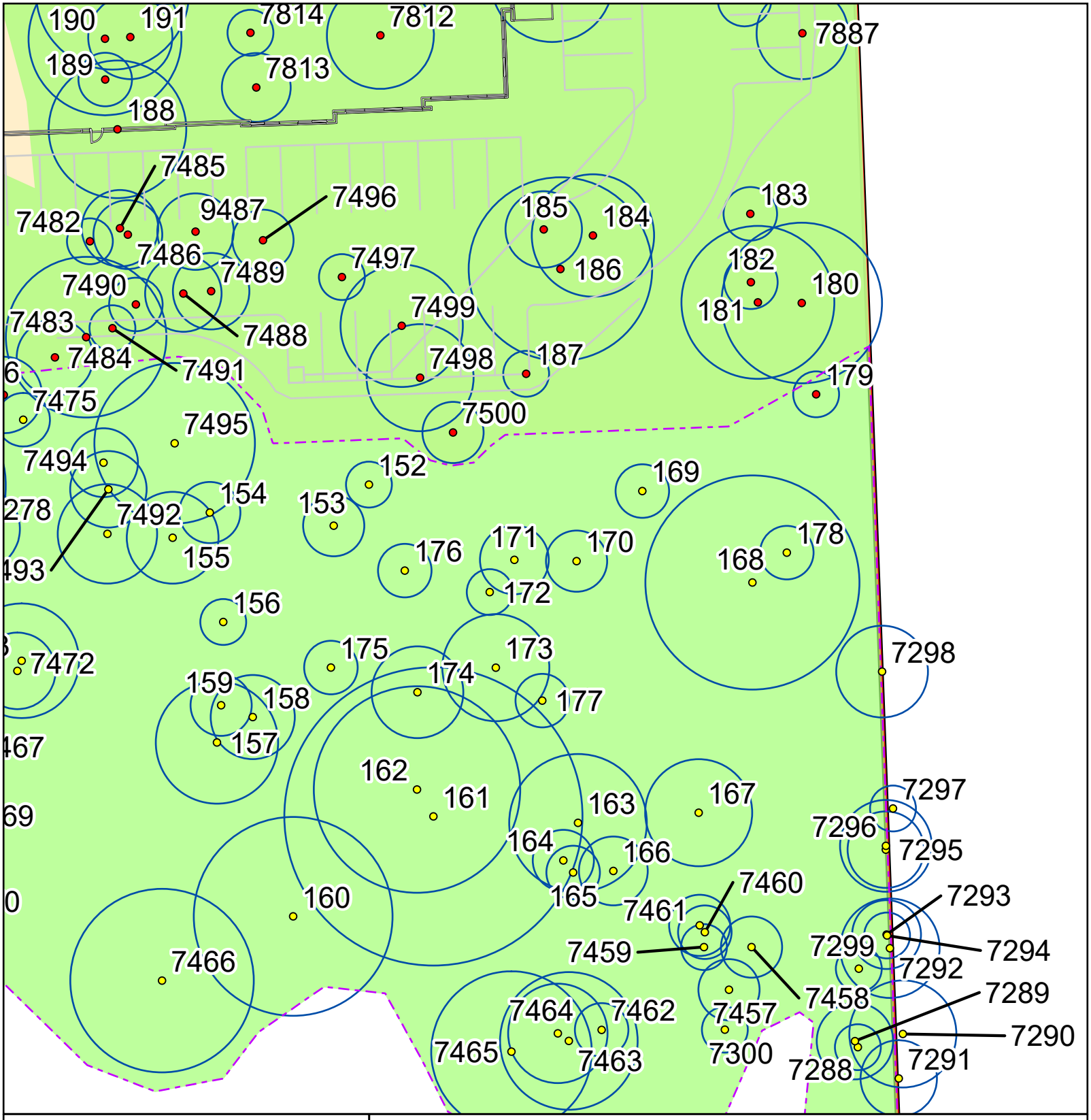


Figure 2I.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0
34

File Ref. 04.110.165
Date: 5/27/2025

N
W
E
S

- Survey Area
- Cross Timbers Upland ESA
- Riparian Buffer ESA
- Undeveloped Floodplain ESA
- Cross Timbers Preservation
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

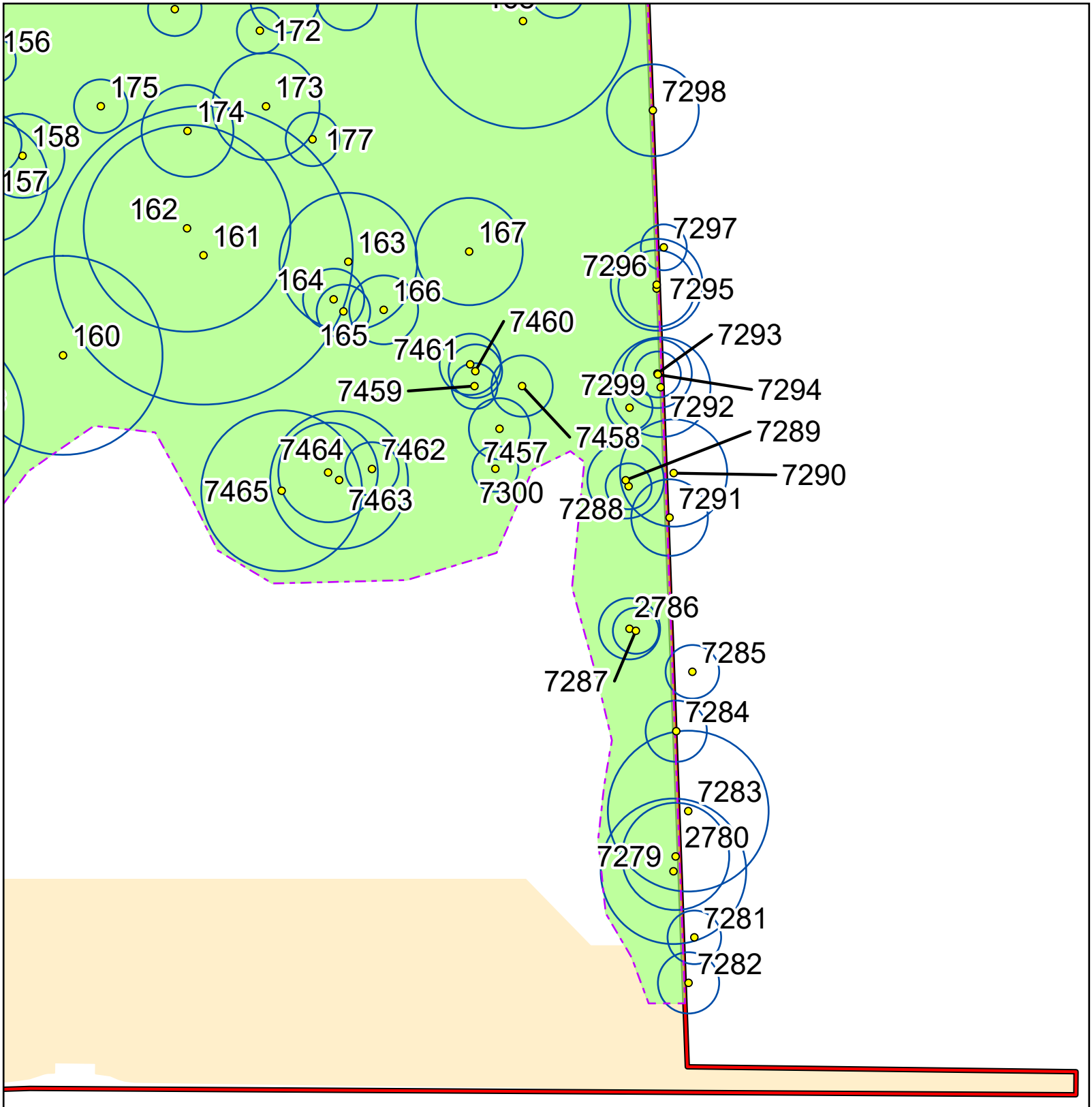


Figure 2J.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

File Ref. 04.110.165
Date: 5/27/2025

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
152	6	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
153	8.4	post oak	8	No	Healthy	0	61-90	No	No	No	No
154	7.6	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
155	12.5	blackjack oak	8	Yes	Healthy	0	61-90	No	No	No	No
156	6.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
157	15.9	blackjack oak	15	Yes	Healthy	0	61-90	No	No	No	No
158	10.6	post oak	11	No	Healthy	0	61-90	No	No	No	No
159	8.3	post oak	8	No	Healthy	0	61-90	No	No	No	No
160	25.5	post oak	20	Yes	Healthy	0	61-90	No	No	No	No
161	39.2	post oak	36	Yes	Healthy	0	61-90	No	No	No	No
162	27.2	post oak	28	No	Healthy	0	61-90	No	No	No	No
163	18.4	post oak	18	No	Healthy	0	61-90	No	No	No	No
164	8	gum bumelia	7	No	Healthy	0	61-90	No	No	No	No
165	7.2	gum bumelia	7	No	Healthy	0	61-90	No	No	No	No
166	8.7	blackjack oak	9	Yes	Healthy	0	61-90	No	No	No	No
167	14	post oak	14	No	Healthy	0	61-90	No	No	No	No
168	28.4	post oak	29	No	Healthy	0	61-90	No	No	No	No
169	6.6	post oak	7	No	Healthy	0	61-90	No	No	No	No
170	7.5	blackjack oak	8	Yes	Healthy	0	61-90	No	No	No	No
171	8.9	blackjack oak	7	Yes	Healthy	0	61-90	No	No	No	No
172	6.4	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
173	14	blackjack oak	14	No	Healthy	0	61-90	No	No	No	No
174	12.2	post oak	12	No	Healthy	0	61-90	No	No	No	No
175	7	post oak	6	No	Healthy	0	61-90	No	No	No	No
176	7.2	post oak	7	No	Healthy	0	61-90	No	No	No	No
177	7.1	post oak	7	No	Healthy	0	61-90	No	No	No	No
178	6.9	Ashe juniper	7	No	Healthy	0	61-90	No	No	No	No
179	6	blackjack oak	6	Yes	Healthy	0	61-90	No	No	No	No
180	20.9	post oak	21	No	Healthy	0	61-90	No	No	No	No
181	19.7	post oak	21	Yes	Healthy	0	61-90	No	No	No	No
182	7.1	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
183	7.1	eastern red cedar	6	No	Damaged	60	61-90	No	No	No	No
184	16	post oak	17	No	Healthy	0	61-90	No	No	No	No
185	9.7	eastern red cedar	9	Yes	Healthy	0	61-90	No	No	No	No
186	24.5	post oak	25	Yes	Healthy	25	61-90	No	No	No	No
187	6.2	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
188	18.4	post oak	18	No	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
189	6.7	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
190	19.7	post oak	20	No	Healthy	0	61-90	No	No	No	No
191	11.3	post oak	11	No	Healthy	0	61-90	No	No	No	No
192	20.1	post oak	20	No	Healthy	0	61-90	No	No	No	No
193	16.2	post oak	16	No	Healthy	0	61-90	No	No	No	No
194	9.4	post oak	9	No	Healthy	0	61-90	No	No	No	No
195	8.9	cedar elm	9	No	Healthy	0	61-90	No	No	No	No
196	14.6	post oak	15	No	Healthy	0	61-90	No	No	No	No
197	20.3	post oak	20	Yes	Healthy	0	61-90	No	Trunk	Trunk	Trunk
198	13.5	post oak	12	No	Healthy	0	61-90	No	No	No	No
199	21.7	post oak	22	No	Healthy	0	61-90	No	No	No	No
200	14.4	post oak	14	No	Healthy	0	61-90	No	No	No	No
206	12.9	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
207	10.6	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
208	7.3	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
209	14.1	pecan	11	No	Healthy	0	61-90	No	No	No	No
210	7.9	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
211	13.3	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
212	16	eastern red cedar	14	No	Healthy	0	61-90	No	No	No	No
793	6.2	American elm	6	No	Healthy	0	61-90	No	No	No	No
951	20.2	American elm	20	No	Healthy	0	61-90	No	No	No	No
952	11.8	sycamore	7	No	Damaged	75	61-90	No	No	No	No
2467	14	blackjack oak	15	Yes	Healthy	0	61-90	No	No	No	No
2780	14.4	post oak	15	No	Healthy	0	61-90	No	No	No	No
2786	8.1	post oak	8	No	Healthy	0	61-90	No	No	No	No
2823	9.4	post oak	10	No	Healthy	0	61-90	No	No	No	No
6864	13.9	American elm	17	No	Healthy	0	61-90	No	No	No	No
6865	17.4	American elm	20	No	Healthy	0	61-90	No	No	No	No
6866	8.3	Osage-orange	8	No	Damaged	40	61-90	No	No	No	No
6867	7.1	American elm	7	No	Healthy	0	61-90	No	No	No	No
6868	19.8	black walnut	17	No	Healthy	0	61-90	No	No	No	No
6869	21.9	black walnut	23	No	Damaged	0	61-90	No	Trunk	Trunk	Trunk
6870	12.8	American elm	13	No	Healthy	0	61-90	No	No	No	No
6871	6.3	cedar elm	7	No	Healthy	0	61-90	No	No	No	No
6890	14.5	post oak	15	No	Healthy	0	61-90	No	No	No	No
6891	10.5	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
6892	15.3	post oak	15	No	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
6893	7.2	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
6899	15.5	post oak	15	No	Healthy	0	61-90	No	No	No	No
6900	9.8	pecan	10	No	Healthy	0	61-90	No	No	No	No
6930	9.5	post oak	11	No	Healthy	0	61-90	No	No	No	No
6931	12.1	post oak	14	No	Healthy	0	61-90	No	No	No	No
6932	7.5	post oak	8	No	Healthy	0	61-90	No	No	No	No
6933	13.7	post oak	15	No	Healthy	0	61-90	No	No	No	No
6934	6.6	post oak	6	No	Healthy	0	61-90	No	No	No	No
6935	6	post oak	6	No	Healthy	0	61-90	No	No	No	No
6936	16.9	post oak	13	No	Damaged	80	61-90	No	No	No	No
6937	7.1	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
6938	7.8	post oak	7	No	Healthy	0	61-90	No	No	No	No
6939	16.1	post oak	18	No	Healthy	0	61-90	No	No	No	No
6940	9.1	post oak	9	No	Healthy	0	61-90	No	No	No	No
6941	9.4	post oak	10	No	Healthy	0	61-90	No	No	No	No
6942	18.1	post oak	16	No	Damaged	80	61-90	No	No	No	No
6943	10.8	post oak	12	No	Healthy	0	61-90	No	No	No	No
6944	11.6	post oak	12	No	Healthy	0	61-90	No	No	No	No
6945	13.1	eastern red cedar	14	No	Healthy	0	61-90	No	No	No	No
6946	11.5	post oak	12	No	Healthy	0	61-90	No	No	No	No
6947	6.5	post oak	6	No	Healthy	0	61-90	No	No	No	No
6948	7.2	post oak	6	No	Healthy	0	61-90	No	No	No	No
6949	9.8	post oak	8	No	Healthy	0	61-90	No	No	No	No
6950	8.6	post oak	6	No	Healthy	0	61-90	No	No	No	No
6951	11.3	post oak	14	No	Healthy	0	61-90	No	No	No	No
6952	12.3	post oak	14	Yes	Healthy	0	61-90	No	No	No	No
6953	10	post oak	12	No	Healthy	0	61-90	No	No	No	No
6954	19.3	post oak	17	Yes	Healthy	0	61-90	No	No	No	No
6955	14.2	post oak	12	No	Healthy	0	61-90	No	No	No	No
6956	8.3	post oak	7	No	Healthy	0	61-90	No	No	No	No
6957	17.1	post oak	20	No	Healthy	0	61-90	No	No	No	No
6958	7.8	eastern red cedar	8	Yes	Healthy	0	61-90	No	No	No	No
6959	7.7	post oak	7	No	Healthy	0	61-90	No	No	No	No
6960	8.8	post oak	9	Yes	Healthy	0	61-90	No	No	No	No
6961	18.3	post oak	20	No	Healthy	0	61-90	No	No	No	No
6962	15.4	post oak	20	No	Healthy	0	61-90	No	No	No	No
6963	10.8	post oak	9	No	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
6964	7.2	post oak	7	No	Healthy	0	61-90	No	No	No	No
6965	6.7	post oak	6	No	Healthy	0	61-90	No	No	No	No
6966	8.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
6967	15.1	post oak	12	Yes	Healthy	0	61-90	No	No	No	No
6968	7.5	post oak	8	No	Healthy	0	61-90	No	No	No	No
6969	11.6	post oak	10	Yes	Healthy	0	61-90	No	No	No	No
6970	12.6	post oak	12	No	Healthy	0	61-90	No	No	No	No
6971	6.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
6972	8	post oak	9	No	Healthy	0	61-90	No	No	No	No
6973	7.6	post oak	8	No	Healthy	0	61-90	No	No	No	No
6974	8.6	post oak	9	Yes	Healthy	0	61-90	No	No	No	No
6975	7.2	post oak	8	No	Healthy	0	61-90	No	No	No	No
6976	14.6	post oak	15	Yes	Healthy	0	61-90	No	No	No	No
6977	6.2	pecan	7	No	Healthy	0	61-90	No	No	No	No
6978	7.2	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
6979	10.1	post oak	12	No	Healthy	0	61-90	No	No	No	No
6980	8.3	post oak	9	No	Healthy	0	61-90	No	No	No	No
6981	38	post oak	28	No	Healthy	0	61-90	No	No	No	No
6982	12.7	post oak	14	No	Healthy	0	61-90	No	No	No	No
6983	8.3	eastern red cedar	9	No	Healthy	0	61-90	No	No	No	No
6984	9.5	post oak	8	No	Healthy	0	61-90	No	No	No	No
6985	7.1	post oak	8	No	Healthy	0	61-90	No	No	No	No
6986	7.9	post oak	8	No	Healthy	0	61-90	No	No	No	No
6987	7.4	post oak	0	Yes	Damaged	60	61-90	No	No	No	No
6988	9	post oak	11	No	Healthy	0	61-90	No	No	No	No
6989	8.4	post oak	10	No	Healthy	0	61-90	No	No	No	No
6990	6.4	post oak	6	No	Healthy	0	61-90	No	No	No	No
6991	10	post oak	10	No	Healthy	0	61-90	No	No	No	No
6992	8.2	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
6993	6.8	post oak	8	No	Healthy	0	61-90	No	No	No	No
6994	7.1	post oak	8	No	Healthy	0	61-90	No	No	No	No
6995	6.1	post oak	7	No	Healthy	0	61-90	No	No	No	No
6996	8.2	post oak	10	No	Healthy	0	61-90	No	No	No	No
6997	12.4	post oak	14	No	Healthy	0	61-90	No	No	No	No
6998	7.6	post oak	8	No	Healthy	0	61-90	No	No	No	No
6999	10.4	post oak	12	No	Healthy	0	61-90	No	No	No	No
7278	11.1	post oak	8	Yes	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7279	18.6	post oak	18	No	Healthy	0	61-90	No	No	No	No
7281	7.4	post oak	7	No	Healthy	0	61-90	No	No	No	No
7282	7.7	sugarberry	6	Yes	Healthy	0	61-90	No	No	No	No
7283	21	post oak	22	No	Healthy	0	61-90	No	No	No	No
7284	8.4	post oak	8	No	Healthy	0	61-90	No	No	No	No
7285	7.1	gum bumelia	8	No	Healthy	0	61-90	No	No	No	No
7287	6	post oak	7	No	Healthy	0	61-90	No	No	No	No
7288	6.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
7289	9.9	blackjack oak	10	Yes	Healthy	0	61-90	No	No	No	No
7290	14.1	post oak	15	Yes	Healthy	0	61-90	No	No	No	No
7291	10.5	post oak	11	No	Healthy	0	61-90	No	No	No	No
7292	13.1	post oak	13	No	Healthy	0	61-90	No	No	No	No
7293	8.6	post oak	9	No	Healthy	0	61-90	No	No	No	No
7294	6.1	post oak	6	No	Healthy	0	61-90	No	No	No	No
7295	10	post oak	11	No	Healthy	0	61-90	No	No	No	No
7296	12.1	post oak	11	Yes	Healthy	0	61-90	No	No	No	No
7297	6.5	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7298	11.7	blackjack oak	12	No	Healthy	0	61-90	No	No	No	No
7299	6	post oak	6	No	Healthy	0	61-90	No	No	No	No
7300	6.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
7321	16.1	post oak	15	No	Healthy	0	61-90	No	No	No	No
7323	6.7	post oak	6	No	Healthy	0	61-90	No	No	No	No
7324	11.3	pecan	10	No	Healthy	0	61-90	No	No	No	No
7325	14.7	post oak	15	No	Healthy	0	61-90	No	No	No	No
7326	8.2	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
7327	18.5	post oak	20	No	Healthy	0	61-90	No	No	No	No
7328	9	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7329	33.9	American elm	30	Yes	Damaged	0	61-90	No	No	Trunk	Trunk
7330	7	common persimmon	7	No	Healthy	0	61-90	No	No	No	No
7331	14.2	American elm	15	No	Healthy	0	61-90	No	No	No	No
7332	16	American elm	15	No	Healthy	0	61-90	No	No	No	No
7333	13.9	American elm	15	No	Healthy	0	61-90	No	No	No	No
7334	7.8	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7335	16.6	American elm	15	No	Healthy	0	61-90	No	No	No	No
7336	16	American elm	12	No	Healthy	0	31-60	No	No	No	No
7337	7.8	American elm	8	No	Healthy	0	61-90	No	No	No	No
7338	11.5	American elm	10	No	Healthy	0	61-90	Yes	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7339	15.8	American elm	15	No	Healthy	0	61-90	No	No	No	No
7340	11.4	American elm	10	No	Healthy	0	31-60	No	No	No	No
7345	17.1	American elm	20	Yes	Healthy	0	61-90	No	No	No	No
7346	16.7	American elm	20	No	Healthy	0	61-90	No	No	No	No
7347	15	American elm	15	No	Healthy	0	61-90	No	No	No	No
7348	8	sycamore	8	No	Healthy	0	61-90	No	No	No	No
7349	12.1	pecan	12	No	Healthy	0	61-90	Yes	No	No	No
7350	13.8	post oak	20	No	Healthy	0	61-90	No	No	No	No
7351	15.1	post oak	15	No	Healthy	0	61-90	No	No	No	No
7352	16.3	pecan	16	No	Healthy	0	61-90	No	No	No	No
7366	6.5	American elm	6	No	Healthy	0	61-90	No	No	No	No
7367	14.7	American elm	15	No	Healthy	0	61-90	No	No	No	No
7368	16.7	pecan	20	No	Healthy	0	61-90	No	No	No	No
7369	13.7	American elm	15	No	Healthy	0	61-90	No	No	No	No
7370	8.2	gum bumelia	10	No	Healthy	0	61-90	No	No	No	No
7371	10.8	pecan	10	Yes	Healthy	0	61-90	No	No	No	No
7372	8.8	common persimmon	10	No	Healthy	0	61-90	No	No	No	No
7389	9	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
7390	9.9	eastern red cedar	10	Yes	Healthy	0	61-90	No	No	No	No
7391	9.8	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7392	8	pecan	10	No	Healthy	0	61-90	No	No	No	No
7393	12.3	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7394	7.5	post oak	6	No	Healthy	0	61-90	No	No	No	No
7395	13.6	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7396	10.2	post oak	10	No	Healthy	0	61-90	No	No	No	No
7397	8	post oak	8	No	Healthy	0	0-30	No	No	No	No
7398	6.8	cedar elm	6	No	Healthy	0	61-90	No	No	No	No
7399	6.7	cedar elm	5	No	Healthy	0	61-90	No	No	No	No
7400	7.9	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7448	7.7	American elm	12	No	Healthy	0	61-90	No	No	No	No
7450	8.2	pecan	12	No	Healthy	0	61-90	No	No	No	No
7454	11.3	green ash	12	No	Healthy	0	61-90	No	No	No	No
7456	8.5	pecan	5	No	Healthy	0	61-90	No	No	No	No
7457	8.1	Ashe juniper	8	No	Healthy	0	61-90	No	No	No	No
7458	7.5	Ashe juniper	8	No	Healthy	0	61-90	No	No	No	No
7459	6	post oak	7	No	Healthy	0	61-90	No	No	No	No
7460	6.9	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7461	7.5	cedar elm	8	No	Healthy	0	61-90	No	No	No	No
7462	7.2	post oak	7	No	Healthy	0	61-90	No	No	No	No
7463	17.5	post oak	18	No	Healthy	0	61-90	No	No	No	No
7464	13.4	post oak	13	No	Healthy	0	61-90	No	No	No	No
7465	21	post oak	20	Yes	Healthy	0	61-90	No	No	No	No
7466	24.5	post oak	26	No	Healthy	0	61-90	No	No	No	No
7468	7.4	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7469	8.7	post oak	9	No	Healthy	0	61-90	No	No	No	No
7470	10.7	post oak	12	No	Healthy	0	61-90	No	No	No	No
7471	11.5	post oak	12	No	Healthy	0	61-90	No	No	No	No
7472	10.4	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7473	15	post oak	16	Yes	Healthy	0	61-90	No	No	No	No
7474	25.9	blackjack oak	26	Yes	Healthy	0	61-90	No	No	No	No
7475	7.4	eastern red cedar	7	Yes	Healthy	0	61-90	No	No	No	No
7476	10.5	blackjack oak	11	Yes	Healthy	0	61-90	No	No	No	No
7477	8.2	post oak	8	No	Healthy	0	61-90	No	No	No	No
7478	6.5	post oak	7	Yes	Healthy	0	61-90	No	No	No	No
7479	16	blackjack oak	16	No	Healthy	0	61-90	No	No	No	No
7480	7.4	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7481	25.5	post oak	26	No	Healthy	0	61-90	No	No	No	No
7482	6.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
7483	20.6	eastern red cedar	18	Yes	Healthy	0	61-90	No	No	No	No
7484	9.7	blackjack oak	10	Yes	Healthy	0	61-90	No	No	No	No
7485	9.7	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7486	9.2	eastern red cedar	8	No	Damaged	50	61-90	No	No	No	No
7488	9.8	blackjack oak	10	Yes	Healthy	0	61-90	No	No	No	No
7489	10.1	blackjack oak	7	Yes	Healthy	0	61-90	No	No	No	No
7490	6.6	blackjack oak	7	Yes	Healthy	0	61-90	No	No	No	No
7491	6.1	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
7492	13	blackjack oak	13	Yes	Healthy	0	61-90	No	No	No	No
7493	9.5	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7494	9	blackjack oak	9	No	Healthy	0	61-90	No	No	No	No
7495	21	post oak	22	No	Healthy	0	61-90	No	No	No	No
7496	7.6	blackjack oak	8	Yes	Healthy	0	61-90	No	No	No	No
7497	6.3	post oak	6	No	Healthy	0	61-90	No	No	No	No
7498	13.5	blackjack oak	14	Yes	Healthy	0	61-90	No	No	No	No
7499	15.8	post oak	16	No	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7500	7.6	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7503	7	pecan	10	Yes	Healthy	0	61-90	No	No	No	No
7504	6	pecan	8	No	Healthy	0	61-90	No	No	No	No
7505	10.2	pecan	12	No	Healthy	0	61-90	No	No	No	No
7506	10.2	pecan	10	Yes	Healthy	0	61-90	No	No	No	No
7507	8.7	green ash	15	No	Healthy	0	61-90	No	No	No	No
7508	17.7	green ash	18	Yes	Healthy	0	61-90	No	No	No	No
7509	16.5	pecan	20	No	Healthy	0	61-90	No	No	No	No
7510	11	green ash	14	Yes	Healthy	0	61-90	No	No	No	No
7511	7.4	green ash	8	No	Healthy	0	61-90	No	No	No	No
7512	8.8	green ash	10	No	Healthy	0	61-90	No	No	No	No
7513	6.3	Osage-orange	0	No	Healthy	0	61-90	No	No	No	No
7514	7.5	green ash	8	No	Healthy	0	61-90	No	No	No	No
7515	6.2	green ash	6	No	Healthy	0	61-90	No	No	No	No
7516	9.4	green ash	15	No	Healthy	0	61-90	No	No	No	No
7517	16.8	American elm	22	No	Healthy	10	61-90	No	No	No	No
7518	10.6	pecan	16	No	Healthy	0	61-90	No	No	No	No
7519	11.3	post oak	15	Yes	Healthy	0	61-90	No	No	No	No
7520	6.6	cedar elm	10	No	Healthy	0	61-90	No	No	No	No
7521	6.4	pecan	8	No	Healthy	0	61-90	No	No	No	No
7522	10.6	blackjack oak	12	No	Healthy	0	61-90	No	No	No	No
7523	10.9	American elm	14	Yes	Healthy	0	61-90	No	No	No	No
7524	8.1	pecan	10	No	Healthy	0	61-90	No	No	No	No
7525	13.1	blackjack oak	18	No	Healthy	0	61-90	No	No	No	No
7526	12.5	blackjack oak	16	No	Healthy	0	61-90	No	No	No	No
7527	8.5	blackjack oak	12	No	Healthy	0	61-90	No	No	No	No
7528	6.5	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7529	6.5	pecan	8	No	Healthy	0	31-60	No	No	No	No
7530	21.9	pecan	25	No	Healthy	0	61-90	No	No	No	No
7531	9.5	pecan	12	No	Healthy	0	61-90	No	No	No	No
7532	8	green ash	14	No	Healthy	0	61-90	No	No	No	No
7533	14	green ash	22	Yes	Healthy	0	31-60	No	No	No	No
7534	7.2	green ash	12	No	Healthy	0	61-90	No	No	No	No
7535	6.3	pecan	10	No	Healthy	0	61-90	No	No	No	No
7536	6	common persimmon	14	Yes	Healthy	0	61-90	No	No	No	No
7537	17.9	pecan	20	No	Healthy	10	61-90	No	No	No	No
7538	6.1	American elm	14	Yes	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7539	6.9	cedar elm	10	No	Healthy	0	61-90	No	No	No	No
7540	7.3	sugarberry	15	No	Healthy	0	61-90	No	No	No	No
7541	6.9	post oak	10	No	Healthy	0	61-90	No	No	No	No
7542	8.5	post oak	8	No	Healthy	0	61-90	No	No	No	No
7543	7.2	post oak	8	No	Healthy	0	61-90	No	No	No	No
7544	10.5	post oak	10	No	Healthy	0	61-90	No	No	No	No
7545	26.6	pecan	30	No	Healthy	0	61-90	No	No	No	No
7546	7.6	Osage-orange	15	No	Healthy	20	31-60	No	No	No	No
7547	8.2	Osage-orange	15	No	Healthy	0	61-90	No	Trunk	Trunk	No
7548	7.8	common persimmon	12	No	Healthy	0	61-90	No	No	No	No
7549	12.5	Osage-orange	10	Yes	Healthy	10	61-90	No	No	No	No
7550	7.3	green ash	12	No	Healthy	0	61-90	No	No	No	No
7551	8.7	Osage-orange	10	No	Healthy	40	61-90	No	Trunk	Trunk	Trunk
7552	10.5	green ash	15	No	Healthy	0	61-90	No	No	No	No
7553	8.5	green ash	12	No	Healthy	0	61-90	No	No	No	No
7554	7	Osage-orange	12	No	Healthy	10	61-90	No	Trunk	Trunk	Trunk
7555	9.3	green ash	20	No	Healthy	0	61-90	No	No	No	No
7556	8.7	common persimmon	12	Yes	Healthy	0	61-90	No	No	No	No
7560	9	post oak	10	No	Healthy	0	61-90	No	No	No	No
7561	23.3	post oak	22	Yes	Healthy	0	61-90	No	No	No	No
7562	10	blackjack oak	15	No	Healthy	0	61-90	No	No	No	No
7567	6.4	pecan	8	No	Healthy	0	61-90	No	No	No	No
7568	8.6	American elm	12	No	Healthy	0	31-60	No	No	No	No
7569	9.5	blackjack oak	10	No	Healthy	20	61-90	No	No	No	No
7571	9.4	pecan	15	No	Healthy	0	61-90	No	No	No	No
7572	14.4	green ash	20	Yes	Healthy	0	61-90	No	No	No	No
7573	8.6	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7574	19	blackjack oak	23	No	Healthy	0	61-90	No	No	No	No
7575	9.9	blackjack oak	12	No	Healthy	0	61-90	No	No	No	No
7576	6.3	pecan	6	No	Healthy	0	61-90	No	No	No	No
7577	6	green ash	8	No	Healthy	0	61-90	No	No	No	No
7578	16	American elm	18	No	Healthy	0	61-90	No	No	No	No
7579	6.2	pecan	7	No	Healthy	0	61-90	No	No	No	No
7580	6.6	American elm	8	No	Healthy	0	61-90	No	No	No	No
7581	8.3	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7582	9.5	post oak	10	No	Healthy	0	61-90	No	No	No	No
7583	7.5	American elm	10	No	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7584	6.7	pecan	8	No	Healthy	0	61-90	No	No	No	No
7585	6	American elm	8	No	Healthy	0	61-90	No	No	No	No
7586	9.3	cedar elm	8	No	Healthy	0	61-90	No	No	No	No
7587	7	pecan	8	No	Healthy	0	61-90	No	No	No	No
7588	8.5	pecan	8	No	Healthy	0	61-90	No	No	Trunk	No
7589	8.5	American elm	10	No	Healthy	0	61-90	No	No	Trunk	No
7590	10	American elm	10	No	Healthy	0	61-90	No	No	Trunk	No
7591	7	pecan	8	No	Healthy	0	61-90	No	No	No	No
7592	11.7	blackjack oak	14	No	Healthy	0	61-90	No	No	No	No
7653	6.5	post oak	6	No	Healthy	0	61-90	No	No	No	No
7727	7.6	American elm	8	No	Healthy	0	61-90	No	No	No	No
7728	7.4	eastern red cedar	9	No	Healthy	0	61-90	No	No	No	No
7729	25	post oak	30	No	Damaged	50	61-90	No	No	No	No
7735	15.4	post oak	18	No	Healthy	0	61-90	No	No	No	No
7736	13.3	American elm	13	No	Healthy	0	61-90	No	No	No	No
7737	14.6	American elm	15	No	Healthy	0	61-90	No	No	No	No
7738	14.8	American elm	19	No	Healthy	0	61-90	No	No	No	No
7739	6.2	post oak	5	No	Healthy	0	61-90	No	No	No	No
7740	6.7	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7741	8.6	American elm	7	No	Healthy	0	61-90	No	No	No	No
7742	11.2	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7743	9.9	American elm	11	No	Healthy	0	61-90	No	No	No	No
7744	7	American elm	7	No	Healthy	0	61-90	No	No	No	No
7745	6.3	American elm	6	No	Healthy	0	61-90	No	No	No	No
7746	14	American elm	15	No	Healthy	0	61-90	No	No	No	No
7747	12.6	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
7748	17.9	blackjack oak	17	No	Healthy	0	61-90	No	No	No	No
7749	10.2	American elm	10	No	Healthy	0	31-60	No	No	No	No
7750	11.3	post oak	11	No	Healthy	0	61-90	No	No	No	No
7751	7.2	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
7752	10	American elm	8	No	Healthy	0	61-90	No	No	No	No
7753	8.7	blackjack oak	9	No	Healthy	0	61-90	No	No	No	No
7754	7.3	blackjack oak	9	Yes	Healthy	0	61-90	No	No	No	No
7755	10	post oak	9	No	Healthy	0	61-90	No	No	No	No
7756	10	post oak	8	No	Healthy	0	61-90	No	No	No	No
7757	8	cedar elm	8	No	Healthy	0	61-90	No	No	No	No
7758	6.9	cedar elm	7	No	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7759	17.7	post oak	18	No	Healthy	0	61-90	No	No	No	No
7760	9.5	post oak	10	No	Healthy	0	61-90	No	No	No	No
7761	7	post oak	6	No	Healthy	0	61-90	No	No	No	No
7762	6.2	post oak	6	No	Healthy	0	61-90	No	No	No	No
7763	9.1	post oak	8	No	Healthy	0	61-90	No	No	No	No
7764	7.7	post oak	6	No	Healthy	0	61-90	No	No	No	No
7765	12.3	green ash	5	No	Damaged	80	61-90	No	No	No	No
7766	11.4	post oak	11	No	Healthy	0	61-90	No	No	No	No
7767	7.7	post oak	9	No	Healthy	0	61-90	No	No	No	No
7768	7	post oak	7	No	Healthy	0	61-90	No	No	No	No
7769	8.5	post oak	8	No	Healthy	0	61-90	No	No	No	No
7770	8.6	blackjack oak	9	No	Healthy	0	61-90	No	No	No	No
7771	15.1	pecan	18	No	Healthy	0	61-90	No	No	No	No
7772	8.1	pecan	8	No	Healthy	0	61-90	No	No	No	No
7773	9.7	cedar elm	10	No	Healthy	0	61-90	No	No	No	No
7774	9.2	cedar elm	8	No	Healthy	0	61-90	No	No	No	No
7775	8.9	post oak	8	No	Healthy	0	61-90	No	No	No	No
7776	17	blackjack oak	19	No	Healthy	0	61-90	No	No	No	No
7777	13.8	cedar elm	12	No	Healthy	0	61-90	No	No	No	No
7778	14.6	cedar elm	13	No	Healthy	0	61-90	No	No	No	No
7779	13.8	cedar elm	13	No	Healthy	0	61-90	No	No	No	No
7780	14.7	American elm	14	No	Healthy	0	61-90	No	No	No	No
7781	9.8	post oak	9	No	Healthy	0	61-90	No	No	No	No
7782	7.1	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7783	8	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7784	8.5	Chinaberry	7	No	Healthy	0	61-90	No	No	No	No
7785	7.6	Chinaberry	7	Yes	Healthy	0	61-90	No	No	No	No
7786	8.3	Chinaberry	6	No	Healthy	0	61-90	No	No	No	No
7787	8.3	Chinaberry	7	No	Healthy	0	61-90	No	No	No	No
7788	12.3	Chinaberry	12	Yes	Healthy	0	61-90	No	No	No	No
7789	11.8	Chinaberry	8	Yes	Healthy	0	61-90	No	No	No	No
7790	8.9	Chinaberry	7	No	Healthy	0	61-90	No	No	No	No
7791	20.5	post oak	20	No	Healthy	0	61-90	No	No	No	No
7792	11	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
7793	12	post oak	12	No	Healthy	0	61-90	No	No	No	No
7794	8.3	post oak	8	No	Healthy	0	61-90	No	No	No	No
7795	6.6	cedar elm	6	No	Healthy	0	61-90	No	No	No	No

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City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7796	18.8	sycamore	18	No	Healthy	0	61-90	No	No	No	No
7797	11.7	sycamore	11	No	Healthy	0	61-90	No	No	No	No
7798	10.7	American elm	10	Yes	Healthy	0	61-90	No	No	No	No
7799	16.4	sycamore	16	No	Healthy	0	61-90	No	No	No	No
7800	6.4	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
7801	24.5	post oak	25	No	Healthy	0	61-90	No	No	No	No
7802	8.5	eastern red cedar	9	No	Healthy	0	61-90	No	No	No	No
7803	23.9	post oak	24	No	Healthy	0	61-90	No	No	No	No
7804	19.7	post oak	20	Yes	Healthy	0	61-90	No	No	No	No
7805	12.6	post oak	13	No	Healthy	0	61-90	No	No	No	No
7806	15.2	post oak	15	No	Healthy	0	61-90	No	No	No	No
7807	7.2	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7808	11.9	post oak	13	No	Damaged	90	61-90	No	No	No	No
7809	12	post oak	14	No	Healthy	0	61-90	No	No	No	No
7810	15.3	post oak	12	No	Healthy	0	61-90	No	No	No	No
7811	12.5	post oak	12	No	Healthy	10	61-90	No	No	No	No
7812	13.5	post oak	13	No	Healthy	0	61-90	No	No	No	No
7813	8.6	blackjack oak	9	No	Healthy	0	61-90	No	No	No	No
7814	6.5	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7815	8.9	post oak	9	No	Healthy	0	61-90	No	No	No	No
7816	14.8	post oak	13	No	Damaged	30	61-90	No	Trunk	Trunk	Trunk
7817	14.2	post oak	13	No	Healthy	0	61-90	No	No	No	No
7818	15	post oak	11	No	Damaged	40	61-90	No	No	No	No
7819	10.5	post oak	11	No	Healthy	0	61-90	No	No	No	No
7820	12.9	post oak	13	No	Healthy	0	61-90	No	No	No	No
7821	15.9	post oak	16	No	Healthy	0	61-90	No	No	No	No
7822	15.5	post oak	12	No	Healthy	0	61-90	No	No	No	No
7824	6	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7825	17.6	post oak	18	No	Healthy	0	61-90	No	No	No	No
7826	7.6	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
7827	17.1	post oak	17	No	Healthy	0	61-90	No	No	No	No
7828	20.4	post oak	22	No	Healthy	0	61-90	No	No	No	No
7829	6.6	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7837	20.8	post oak	20	No	Healthy	0	61-90	No	No	No	No
7838	40.3	post oak	30	Yes	Healthy	0	61-90	No	No	No	No
7839	9.6	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7840	6.6	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No

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City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7841	20.1	post oak	21	No	Healthy	0	61-90	No	No	No	No
7842	7.3	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7843	24.2	post oak	24	No	Healthy	0	61-90	No	No	No	No
7844	7.5	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7845	6.4	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7846	19.3	post oak	20	No	Healthy	25	61-90	No	No	No	No
7847	21.8	post oak	23	Yes	Healthy	0	61-90	No	No	No	No
7848	10.3	post oak	10	No	Healthy	0	61-90	No	No	No	No
7849	9.3	post oak	9	No	Healthy	0	61-90	No	No	No	No
7850	14.9	post oak	15	No	Healthy	0	61-90	No	No	No	No
7851	10.6	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7852	8.2	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
7853	9.7	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7854	6.2	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
7855	17.8	blackjack oak	18	No	Damaged	60	61-90	No	No	No	No
7856	7.6	eastern red cedar	9	No	Healthy	0	61-90	No	No	No	No
7863	11.1	post oak	10	No	Healthy	0	31-60	No	No	No	No
7864	12.5	post oak	14	No	Healthy	0	61-90	No	No	No	No
7865	18.9	post oak	18	No	Healthy	0	61-90	No	No	No	No
7866	10.1	post oak	11	No	Healthy	0	61-90	No	No	No	No
7880	10.5	blackjack oak	10	Yes	Healthy	0	61-90	No	No	No	No
7881	14.1	post oak	14	No	Healthy	0	61-90	No	No	No	No
7882	13.6	post oak	14	No	Healthy	0	61-90	No	No	No	No
7883	17.2	post oak	17	No	Healthy	0	61-90	No	No	No	No
7884	18	post oak	18	No	Healthy	0	61-90	No	No	No	No
7885	15.7	post oak	16	No	Healthy	0	61-90	No	No	No	No
7886	6.6	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7887	11.9	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7906	8.2	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7907	12.5	gum bumelia	12	No	Healthy	0	61-90	No	No	No	No
7908	6	sugarberry	7	No	Healthy	0	61-90	No	No	No	No
7909	16.2	American elm	16	No	Healthy	0	61-90	No	No	No	No
7910	17	post oak	18	No	Healthy	0	61-90	No	No	No	No
7911	10	pecan	10	No	Healthy	0	61-90	No	No	No	No
7912	20	eastern red cedar	12	Yes	Healthy	0	61-90	No	No	No	No
7913	15.5	post oak	14	No	Healthy	0	61-90	No	No	No	No
7914	7.1	post oak	7	No	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7915	6.7	American elm	6	No	Healthy	0	61-90	No	No	No	No
7916	7.2	American elm	7	No	Healthy	0	61-90	No	No	No	No
7917	11.6	post oak	11	No	Healthy	0	61-90	No	No	No	No
7918	16.1	American elm	16	No	Healthy	0	61-90	No	No	No	No
7919	16	post oak	16	No	Healthy	0	61-90	No	No	No	No
7920	8.1	post oak	8	No	Damaged	0	61-90	No	Trunk	Trunk	Trunk
7922	26	pecan	18	No	Healthy	0	61-90	No	No	No	No
7923	11	American elm	10	No	Healthy	0	61-90	No	No	No	No
7924	15.3	post oak	14	No	Healthy	0	61-90	No	No	No	No
7925	9.3	American elm	9	No	Healthy	0	61-90	No	No	No	No
7926	8.3	post oak	8	No	Healthy	0	61-90	No	No	No	No
7927	6.1	cedar elm	6	No	Healthy	0	61-90	No	No	No	No
7928	11.4	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
7929	6.3	American elm	6	No	Healthy	0	61-90	No	No	No	No
7930	18.6	black willow	18	No	Healthy	0	61-90	No	No	No	No
7932	8.7	American elm	8	Yes	Healthy	0	61-90	No	No	No	No
7933	9.7	post oak	9	No	Healthy	0	61-90	No	No	No	No
7934	8.8	American elm	8	No	Healthy	0	61-90	No	No	No	No
7935	6.4	cedar elm	6	No	Healthy	0	31-60	No	No	No	No
7936	10	cedar elm	10	No	Healthy	0	61-90	No	No	No	No
7937	7.1	American elm	7	No	Healthy	0	61-90	No	No	No	No
7938	6.5	American elm	6	No	Healthy	0	61-90	No	No	No	No
7939	10	pecan	10	No	Healthy	0	61-90	No	No	No	No
7940	9	American elm	9	No	Healthy	0	61-90	No	No	No	No
7944	10.6	pecan	10	No	Healthy	0	61-90	No	No	No	No
7945	26.5	blackjack oak	20	No	Healthy	0	61-90	No	No	No	No
7946	28	blackjack oak	25	No	Healthy	0	61-90	No	No	No	No
7947	14.7	post oak	14	No	Healthy	0	61-90	No	No	No	No
7948	7	cedar elm	8	No	Healthy	0	61-90	No	No	No	No
7949	13	post oak	12	No	Healthy	0	61-90	No	No	No	No
7950	7	post oak	6	No	Healthy	0	61-90	No	No	No	No
7951	12.5	post oak	12	No	Healthy	0	61-90	No	No	No	No
7952	6.4	blackjack oak	6	No	Healthy	0	0-30	No	No	No	No
7954	12	post oak	12	No	Healthy	0	61-90	No	No	No	No
7955	6.8	blackjack oak	6	No	Healthy	0	0-30	No	No	No	No
7956	9.9	post oak	10	No	Healthy	0	61-90	No	No	No	No
7957	18	post oak	22	No	Healthy	0	61-90	No	No	No	No

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City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7958	8.4	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7959	11.2	post oak	11	No	Healthy	0	61-90	No	No	No	No
7960	9.1	post oak	9	No	Healthy	0	61-90	No	No	No	No
7961	11.1	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
7962	6.4	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
7963	7.4	post oak	7	No	Healthy	0	61-90	No	No	No	No
7964	6.5	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
7965	13.9	eastern red cedar	14	No	Healthy	0	61-90	No	No	No	No
7966	8.1	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7967	6.8	American elm	6	No	Healthy	0	61-90	No	No	No	No
7968	7	pecan	7	No	Healthy	0	61-90	No	No	No	No
7969	11.3	boxelder	10	Yes	Healthy	0	61-90	No	No	No	No
7970	16.4	cedar elm	16	Yes	Healthy	0	61-90	No	No	No	No
7971	6.5	pecan	6	No	Healthy	0	61-90	No	No	No	No
7972	7.3	pecan	7	No	Healthy	0	61-90	No	No	No	No
7973	7.7	pecan	7	No	Healthy	0	61-90	No	No	No	No
7974	12.7	American elm	13	No	Healthy	0	61-90	No	No	No	No
7975	8	pecan	8	No	Healthy	0	61-90	No	No	No	No
7976	7.9	Bradford pear	8	No	Damaged	0	61-90	No	Trunk	No	No
7977	11.2	post oak	11	No	Healthy	0	61-90	No	No	No	No
7978	8.6	pecan	8	No	Healthy	0	61-90	No	No	No	No
7979	8.3	pecan	8	No	Healthy	0	61-90	No	No	No	No
7980	7.4	pecan	7	No	Healthy	0	61-90	No	No	No	No
7981	8.3	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
7982	8	boxelder	8	No	Healthy	0	61-90	No	No	No	No
7983	6.3	pecan	6	No	Healthy	0	61-90	No	No	No	No
7984	7.4	pecan	7	No	Healthy	0	61-90	No	No	No	No
7985	14.5	blackjack oak	14	No	Healthy	0	61-90	No	No	No	No
7986	6.5	boxelder	6	No	Healthy	0	61-90	No	No	No	No
7987	8.1	pecan	7	No	Healthy	0	61-90	No	No	No	No
7988	6.1	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
7990	10	American elm	6	No	Damaged	0	61-90	No	No	Trunk	Trunk
7991	8.4	pecan	8	No	Healthy	0	61-90	No	No	No	No
7992	11.1	boxelder	11	No	Healthy	0	61-90	No	No	No	No
7993	10.3	post oak	10	No	Healthy	0	61-90	No	No	No	No
7994	14.1	eastern red cedar	14	Yes	Healthy	0	61-90	No	No	No	No
7995	9.3	pecan	9	No	Healthy	0	61-90	No	No	No	No

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7996	18.4	post oak	25	No	Healthy	0	61-90	No	No	No	No
7997	8.4	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
7998	6.1	post oak	6	No	Healthy	0	61-90	No	No	No	No
7999	9.5	post oak	9	No	Healthy	0	61-90	No	No	No	No
8000	8.8	post oak	9	No	Healthy	0	61-90	No	No	No	No
9487	10.4	blackjack oak	8	Yes	Healthy	0	61-90	No	No	No	No

ORDINANCE NO. _____

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. (AESA25-0001C)

WHEREAS, the property owner, IDI Logistics, LLC "Owner" seeks to develop the approximately 53.89 acres described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property is depicted on the map in **Exhibit "B"**, attached hereto and incorporated herein by reference; and

WHEREAS, Owner has applied for an Alternative Environmentally Sensitive Area Plan, attached hereto as **Exhibit "E"** and incorporated by reference, pursuant to Section 2.8.4 of the Denton Development Code (the "AESA Plan"); and

WHEREAS, the Owner proposes to mitigate by improving approximately 3.48 acres of Environmentally Sensitive Areas described in **Exhibit "C"** and depicted on the map provided in **Exhibit "D"**, each attached hereto and incorporated by reference (the "AESA Property"); and

WHEREAS, the purpose of the AESA Plan is to provide a procedure for mitigating the ecological impact of the proposed development on water-related habitat located on the AESA Property; and

WHEREAS, on August 13, 2025, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, gave requisite notices by publication and otherwise, afforded full and fair hearings to property owners and interested citizens, and recommended approval of the AESA Plan on the AESA Property (5 – 0) with conditions; and

WHEREAS, on September 16, 2025, the City Council conducted a public hearing as required by law; and

WHEREAS, the City Council finds that the proposed AESA Plan satisfies all substantive and procedural standards set forth in Section 2.8.4. of the Denton Development Code and is consistent with the Denton 2040 Comprehensive Plan; and

WHEREAS, the City Council, in considering the proposed AESA Plan for the Property and the factors and goals in Subsection 2.8.4.D of the Denton Development Code, has determined that

the proposed use for the Property and adoption of the AESA Plan is in the best interest of the health, safety, and general welfare of the City of Denton; and

WHEREAS, the City Council finds that said AESA Plan 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 AESA Plan mitigates the ecological impact of development of the Property and is hereby approved with the following conditions:

1. Land disturbances within Environmentally Sensitive Areas are limited to the Property described on **Exhibit "A"** and depicted on the map provided on **Exhibit "B"**;
2. Clearing on the AESA Property described in **"Exhibit "C"** and depicted on the map provided on **Exhibit "D"** shall comply with the AESA Plan in **Exhibit "E"** and immediately commence upon issuance of the clear and grade permit for the development;
3. All improvements described in the Mitigation Activities portion of the AESA Plan in **Exhibit "E"** must commence prior to the issuance of the first building permit;
4. Notwithstanding Condition No. 2 and with prior approval from the Director of Environmental Services and Sustainability, the Property Owner may begin the improvements described in the Mitigation Activities portion of the AESA Plan in **Exhibit "E"** on a date certain within the next appropriate growing season;
5. Invasive plants removed as a part of the approved AESA Plan shall continue to be monitored and targeted for removal for a minimum of three (3) years from the time of their initial removal and until the conditions of the AESA Plan have been met;
6. Upon receipt of the third annual report, City of Denton staff will perform an inspection. If the inspection confirms that the conditions of the AESA Plan have been met, Director of Environmental Services and Sustainability will issue a letter of acceptance;
7. All perpetual maintenance activities in the AESA Plan shall be recorded on corresponding platting for the Property; and
8. The Property Owner retains all responsibility and shall bear all costs and liabilities related to (i) ownership, operation, upkeep, and maintenance of the AESA Property; (ii) implementation and enforcement of the requirements of the AESA Plan; and (iii) any actions needed to cure any defaults of the AESA Plan.

SECTION 3. The City's official ESA map is hereby amended to show permanent removal of the Riparian Buffer in accordance with the AESA Plan.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership, or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by

fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullins

Exhibit A
Description of Property

LEGAL DESCRIPTION OF
DIA TRACT

All that certain lot, tract, or parcel of land, situated in a portion of the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, being part of that certain called 53.865 net acre tract described in a deed to Neil A. Bickley and Ronald W. Atkins recorded in Document No. 2024-128262 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

COMMENCING at a 1/2" iron rod found (bent) for the Northeast corner of said 53.865 net acre tract, the Southeast corner of a called 24.14 acre tract described as Tract 1 in a deed to Madanjo Partners, LTD recorded in Document No. 2018-75291 (DRDCT), the Northeast corner of a called 17 acre tract described in deed to American Legion Post #71 recorded in Volume 561, Page 464 (DRDCT) and for the Southwest corner of Brinker Road (an unimproved variable width right-of-way) described in deed to the City of Denton, Texas recorded in Document No. 2008-21943 (DRDCT);

THENCE South 02 deg. 08 min. 02 sec. East along the East line of said 53.865 net acre tract and the West line of said 17 acre tract a distance of 75.20 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 02 deg. 08 min. 02 sec. East continuing along said East and West lines, a distance of 649.63 feet;

THENCE South 62 deg. 19 min. 44 sec. West departing said East and West lines, a distance of 6.87 feet;

THENCE South 57 deg. 51 min. 21 sec. West, a distance of 12.14 feet;

THENCE South 60 deg. 57 min. 00 sec. West, a distance of 23.25 feet;

THENCE South 87 deg. 51 min. 58 sec. West, a distance of 58.50 feet;

THENCE South 52 deg. 47 min. 54 sec. West, a distance of 4.42 feet;

THENCE South 45 deg. 51 min. 08 sec. West, a distance of 6.57 feet;

THENCE South 82 deg. 03 min. 45 sec. West, a distance of 5.85 feet;

THENCE North 76 deg. 18 min. 11 sec. West, a distance of 5.69 feet;

THENCE North 51 deg. 29 min. 28 sec. West, a distance of 9.30 feet;

THENCE South 87 deg. 44 min. 10 sec. West, a distance of 33.98 feet;

THENCE North 17 deg. 24 min. 24 sec. West, a distance of 9.54 feet;

THENCE North 44 deg. 30 min. 53 sec. West, a distance of 16.25 feet;

THENCE North 78 deg. 54 min. 52 sec. West, a distance of 10.57 feet;

THENCE South 84 deg. 09 min. 56 sec. West, a distance of 77.02 feet;

THENCE South 69 deg. 28 min. 32 sec. West, a distance of 12.17 feet;

THENCE South 54 deg. 28 min. 48 sec. West, a distance of 8.57 feet;

THENCE South 15 deg. 25 min. 27 sec. West, a distance of 19.12 feet;

THENCE South 27 deg. 11 min. 43 sec. West, a distance of 21.02 feet;

THENCE South 31 deg. 17 min. 13 sec. West, a distance of 14.13 feet;

THENCE South 30 deg. 37 min. 33 sec. West, a distance of 35.86 feet;

THENCE South 29 deg. 06 min. 02 sec. West, a distance of 26.88 feet;

THENCE South 06 deg. 57 min. 34 sec. West, a distance of 19.74 feet;

THENCE South 11 deg. 08 min. 49 sec. East, a distance of 28.66 feet;

THENCE South 20 deg. 16 min. 39 sec. East, a distance of 18.89 feet;

THENCE South 45 deg. 00 min. 00 sec. East, a distance of 137.65 feet;

THENCE North 90 deg. 00 min. 00 sec. East, a distance of 192.11 feet;

THENCE South 44 deg. 14 min. 18 sec. East, a distance of 24.25 feet;

THENCE South 89 deg. 59 min. 15 sec. East, a distance of 9.03 feet;

THENCE South 30 deg. 22 min. 45 sec. East, a distance of 3.54 feet;

THENCE South 20 deg. 15 min. 23 sec. East, a distance of 12.73 feet to a point in the North right-of-way line of Spencer Road (variable width right-of-way), from which a 1/2" capped iron rod found stamped "GMCIVIL" in the East line of said 53.865 net acre tract and the West line of said 17 acre tract bears South 89 deg. 59 min. 15 sec. East – 9.50 feet;

THENCE in a westerly direction along said North right-of-way line the following two (2) calls:

> North 89 deg. 59 min. 15 sec. West, a distance of 348.92 feet to a 1/2" capped iron rod found stamped "GMCIVIL";
>
> North 89 deg. 28 min. 20 sec. West, a distance of 9.54 feet;

THENCE North 04 deg. 39 min. 07 sec. West departing said North right-of-way line, a distance of 38.46 feet;

THENCE North 34 deg. 41 min. 13 sec. West, a distance of 64.50 feet;

THENCE North 89 deg. 28 min. 20 sec. West, a distance of 62.46 feet;

THENCE North 16 deg. 08 min. 09 sec. West, a distance of 53.09 feet;

THENCE North 88 deg. 23 min. 14 sec. West, a distance of 23.67 feet;

THENCE North 01 deg. 52 min. 24 sec. West, a distance of 3.08 feet;

THENCE North 05 deg. 37 min. 40 sec. West, a distance of 3.27 feet;

THENCE North 08 deg. 29 min. 03 sec. West, a distance of 1.71 feet;

THENCE North 09 deg. 27 min. 42 sec. West, a distance of 17.63 feet;

THENCE in a northerly direction along said line, a distance of 0.18 feet;

THENCE North 10 deg. 21 min. 28 sec. West, a distance of 1.56 feet;

THENCE North 13 deg. 07 min. 40 sec. West, a distance of 3.27 feet;

THENCE North 16 deg. 52 min. 33 sec. West, a distance of 3.27 feet;

THENCE North 20 deg. 37 min. 29 sec. West, a distance of 3.27 feet;

THENCE North 24 deg. 22 min. 13 sec. West, a distance of 3.27 feet;

THENCE North 28 deg. 07 min. 48 sec. West, a distance of 3.27 feet;

THENCE North 31 deg. 52 min. 24 sec. West, a distance of 3.27 feet;

THENCE North 35 deg. 28 min. 06 sec. West, a distance of 3.00 feet;

THENCE North 37 deg. 11 min. 04 sec. West, a distance of 16.66 feet;

THENCE North 26 deg. 33 min. 54 sec. West, a distance of 3.51 feet;

THENCE North 43 deg. 40 min. 06 sec. East, a distance of 10.52 feet;

THENCE North 49 deg. 53 min. 56 sec. East, a distance of 11.82 feet;

THENCE North 49 deg. 19 min. 32 sec. East, a distance of 1.00 feet;

THENCE North 46 deg. 52 min. 23 sec. East, a distance of 3.27 feet;

THENCE North 43 deg. 07 min. 36 sec. East, a distance of 3.27 feet;

THENCE North 39 deg. 22 min. 36 sec. East, a distance of 3.27 feet;

THENCE North 35 deg. 37 min. 23 sec. East, a distance of 3.27 feet;

THENCE North 33 deg. 59 min. 22 sec. East, a distance of 0.05 feet;

THENCE North 33 deg. 41 min. 22 sec. East, a distance of 21.11 feet;

THENCE North 31 deg. 50 min. 38 sec. East, a distance of 3.22 feet;

THENCE North 28 deg. 07 min. 30 sec. East, a distance of 3.27 feet;

THENCE North 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE North 20 deg. 37 min. 36 sec. East, a distance of 3.27 feet;

THENCE North 16 deg. 52 min. 27 sec. East, a distance of 3.27 feet;

THENCE North 13 deg. 07 min. 20 sec. East, a distance of 3.27 feet;

THENCE North 09 deg. 22 min. 42 sec. East, a distance of 3.27 feet;

THENCE North 05 deg. 37 min. 19 sec. East, a distance of 3.27 feet;

THENCE North 01 deg. 52 min. 44 sec. East, a distance of 3.27 feet;

THENCE North 01 deg. 52 min. 45 sec. West, a distance of 3.27 feet;

THENCE North 03 deg. 54 min. 59 sec. West, a distance of 0.29 feet;

THENCE North 04 deg. 05 min. 06 sec. West, a distance of 16.44 feet;

THENCE North 05 deg. 47 min. 46 sec. West, a distance of 2.98 feet;

THENCE North 08 deg. 03 min. 33 sec. West, a distance of 0.97 feet;

THENCE North 08 deg. 36 min. 54 sec. West, a distance of 19.54 feet;

THENCE North 09 deg. 56 min. 08 sec. West, a distance of 2.30 feet;

THENCE North 13 deg. 07 min. 40 sec. West, a distance of 3.27 feet;

THENCE North 16 deg. 52 min. 13 sec. West, a distance of 3.27 feet;

THENCE North 20 deg. 37 min. 29 sec. West, a distance of 3.27 feet;

THENCE North 24 deg. 22 min. 32 sec. West, a distance of 3.27 feet;

THENCE North 28 deg. 07 min. 30 sec. West, a distance of 3.27 feet;

THENCE North 31 deg. 52 min. 41 sec. West, a distance of 3.27 feet;

THENCE North 35 deg. 37 min. 35 sec. West, a distance of 3.27 feet;

THENCE North 39 deg. 22 min. 20 sec. West, a distance of 3.27 feet;

THENCE North 41 deg. 33 min. 14 sec. West, a distance of 0.55 feet;

THENCE North 41 deg. 52 min. 42 sec. West, a distance of 22.80 feet;

THENCE North 42 deg. 19 min. 49 sec. West, a distance of 0.83 feet;

THENCE North 42 deg. 49 min. 32 sec. West, a distance of 32.73 feet;

THENCE North 43 deg. 54 min. 52 sec. West, a distance of 1.90 feet;

THENCE North 46 deg. 52 min. 24 sec. West, a distance of 3.27 feet;

THENCE North 50 deg. 37 min. 24 sec. West, a distance of 3.27 feet;

THENCE North 54 deg. 22 min. 37 sec. West, a distance of 3.27 feet;

THENCE North 57 deg. 16 min. 27 sec. West, a distance of 1.80 feet;

THENCE North 58 deg. 18 min. 27 sec. West, a distance of 33.52 feet;

THENCE North 54 deg. 49 min. 10 sec. West, a distance of 17.66 feet;

THENCE North 01 deg. 25 min. 01 sec. West, a distance of 206.24 feet;

THENCE North 44 deg. 11 min. 54 sec. West, a distance of 7.71 feet;

THENCE North 56 deg. 58 min. 08 sec. West, a distance of 12.55 feet;

THENCE North 32 deg. 04 min. 33 sec. West, a distance of 10.05 feet;

THENCE North 24 deg. 58 min. 12 sec. West, a distance of 16.30 feet;

THENCE North 43 deg. 46 min. 24 sec. West, a distance of 25.92 feet;

THENCE North 65 deg. 58 min. 31 sec. West, a distance of 15.30 feet;

THENCE North 64 deg. 54 min. 58 sec. West, a distance of 10.31 feet;

THENCE North 35 deg. 37 min. 35 sec. West, a distance of 2.88 feet;

THENCE North 39 deg. 22 min. 36 sec. West, a distance of 3.27 feet;

THENCE North 42 deg. 32 min. 17 sec. West, a distance of 2.25 feet;

THENCE North 43 deg. 49 min. 51 sec. West, a distance of 41.39 feet;

THENCE North 43 deg. 27 min. 09 sec. West, a distance of 8.83 feet;

THENCE North 43 deg. 35 min. 48 sec. East, a distance of 0.84 feet;

THENCE North 42 deg. 25 min. 44 sec. East, a distance of 2.05 feet;

THENCE North 39 deg. 22 min. 20 sec. East, a distance of 3.27 feet;

THENCE North 36 deg. 14 min. 41 sec. East, a distance of 2.19 feet;

THENCE North 34 deg. 59 min. 31 sec. East, a distance of 8.68 feet;

THENCE North 35 deg. 13 min. 06 sec. East, a distance of 9.88 feet;

THENCE North 34 deg. 29 min. 17 sec. East, a distance of 1.28 feet;

THENCE North 31 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE North 28 deg. 07 min. 38 sec. East, a distance of 3.27 feet;

THENCE North 24 deg. 22 min. 21 sec. East, a distance of 3.27 feet;

THENCE North 20 deg. 37 min. 29 sec. East, a distance of 3.27 feet;

THENCE North 17 deg. 13 min. 47 sec. East, a distance of 2.65 feet;

THENCE North 15 deg. 42 min. 34 sec. East, a distance of 7.97 feet;

THENCE North 15 deg. 20 min. 54 sec. East, a distance of 0.62 feet;

THENCE North 13 deg. 07 min. 40 sec. East, a distance of 3.27 feet;

THENCE North 09 deg. 47 min. 20 sec. East, a distance of 2.55 feet;

THENCE North 08 deg. 19 min. 59 sec. East, a distance of 15.63 feet;

THENCE North 26 deg. 22 min. 18 sec. East, a distance of 11.03 feet;

THENCE North 00 deg. 12 min. 38 sec. West, a distance of 121.53 feet;

THENCE North 74 deg. 23 min. 58 sec. West, a distance of 5.34 feet;

THENCE North 87 deg. 55 min. 22 sec. West, a distance of 83.62 feet;

THENCE North 53 deg. 27 min. 53 sec. West, a distance of 3.31 feet;

THENCE North 74 deg. 16 min. 25 sec. West, a distance of 3.53 feet;

THENCE North 74 deg. 52 min. 35 sec. West, a distance of 4.22 feet;

THENCE North 83 deg. 08 min. 51 sec. West, a distance of 1.79 feet;

THENCE South 88 deg. 44 min. 41 sec. West, a distance of 1.59 feet;

THENCE South 78 deg. 43 min. 24 sec. West, a distance of 1.40 feet;

THENCE South 65 deg. 06 min. 08 sec. West, a distance of 2.96 feet;

THENCE South 49 deg. 59 min. 15 sec. West, a distance of 3.06 feet;

THENCE North 87 deg. 55 min. 22 sec. West, a distance of 90.93 feet;

THENCE South 14 deg. 44 min. 58 sec. West, a distance of 1.82 feet;

THENCE South 35 deg. 37 min. 35 sec. East, a distance of 0.15 feet;

THENCE South 37 deg. 35 min. 55 sec. East, a distance of 0.19 feet;

THENCE South 37 deg. 43 min. 05 sec. East, a distance of 11.26 feet;

THENCE South 20 deg. 35 min. 22 sec. East, a distance of 12.67 feet;

THENCE South 21 deg. 32 min. 16 sec. East, a distance of 1.67 feet;

THENCE South 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 30 sec. East, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 41 sec. East, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 35 sec. East, a distance of 3.27 feet;

THENCE South 39 deg. 22 min. 20 sec. East, a distance of 3.27 feet;

THENCE South 43 deg. 07 min. 37 sec. East, a distance of 3.27 feet;

THENCE South 46 deg. 52 min. 09 sec. East, a distance of 3.27 feet;

THENCE South 50 deg. 37 min. 40 sec. East, a distance of 3.27 feet;

THENCE South 53 deg. 12 min. 55 sec. East, a distance of 1.24 feet;

THENCE South 53 deg. 55 min. 03 sec. East, a distance of 12.73 feet;

THENCE South 48 deg. 12 min. 45 sec. East, a distance of 24.63 feet;

THENCE South 48 deg. 27 min. 35 sec. East, a distance of 0.47 feet;

THENCE South 50 deg. 37 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 54 deg. 22 min. 37 sec. East, a distance of 3.27 feet;

THENCE South 58 deg. 07 min. 36 sec. East, a distance of 3.27 feet;

THENCE South 61 deg. 52 min. 30 sec. East, a distance of 3.27 feet;

THENCE South 65 deg. 37 min. 28 sec. East, a distance of 3.27 feet;

THENCE South 69 deg. 22 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 73 deg. 07 min. 33 sec. East, a distance of 3.27 feet;

THENCE South 76 deg. 17 min. 41 sec. East, a distance of 2.26 feet;

THENCE South 77 deg. 35 min. 24 sec. East, a distance of 3.26 feet;

THENCE South 74 deg. 56 min. 06 sec. East, a distance of 1.44 feet;

THENCE South 37 deg. 07 min. 43 sec. East, a distance of 6.38 feet;

THENCE South 37 deg. 17 min. 58 sec. East, a distance of 0.32 feet;

THENCE South 37 deg. 44 min. 48 sec. East, a distance of 0.39 feet;

THENCE South 37 deg. 56 min. 28 sec. East, a distance of 9.65 feet;

THENCE South 08 deg. 07 min. 49 sec. East, a distance of 12.74 feet;

THENCE South 09 deg. 41 min. 34 sec. East, a distance of 2.72 feet;

THENCE South 12 deg. 04 min. 53 sec. East, a distance of 1.46 feet;

THENCE South 12 deg. 55 min. 22 sec. East, a distance of 1.59 feet;

THENCE South 05 deg. 17 min. 18 sec. West, a distance of 7.30 feet;

THENCE South 08 deg. 20 min. 01 sec. West, a distance of 14.05 feet;

THENCE South 35 deg. 13 min. 48 sec. West, a distance of 0.29 feet;

THENCE South 35 deg. 05 min. 37 sec. West, a distance of 0.20 feet;

THENCE South 34 deg. 59 min. 33 sec. West, a distance of 3.31 feet;

THENCE South 57 deg. 08 min. 36 sec. West, a distance of 6.68 feet;

THENCE South 56 deg. 41 min. 51 sec. West, a distance of 0.78 feet;

THENCE South 54 deg. 22 min. 37 sec. West, a distance of 3.27 feet;

THENCE South 50 deg. 37 min. 24 sec. West, a distance of 3.27 feet;

THENCE South 46 deg. 52 min. 38 sec. West, a distance of 3.27 feet;

THENCE South 43 deg. 07 min. 22 sec. West, a distance of 3.27 feet;

THENCE South 39 deg. 22 min. 36 sec. West, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 35 sec. West, a distance of 3.27 feet;

THENCE South 32 deg. 21 min. 22 sec. West, a distance of 2.43 feet;

THENCE South 30 deg. 57 min. 45 sec. West, a distance of 8.39 feet;

THENCE South 30 deg. 28 min. 37 sec. West, a distance of 0.84 feet;

THENCE South 28 deg. 07 min. 48 sec. West, a distance of 3.27 feet;

THENCE South 25 deg. 27 min. 01 sec. West, a distance of 1.37 feet;

THENCE South 24 deg. 40 min. 39 sec. West, a distance of 9.77 feet;

THENCE South 23 deg. 35 min. 23 sec. West, a distance of 1.90 feet;

THENCE South 20 deg. 37 min. 29 sec. West, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 33 sec. West, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 20 sec. West, a distance of 3.27 feet;

THENCE South 09 deg. 22 min. 38 sec. West, a distance of 3.27 feet;

THENCE South 05 deg. 37 min. 19 sec. West, a distance of 3.27 feet;

THENCE South 03 deg. 36 min. 53 sec. West, a distance of 0.28 feet;

THENCE South 03 deg. 26 min. 03 sec. West, a distance of 12.01 feet;

THENCE South 01 deg. 42 min. 48 sec. West, a distance of 3.00 feet;

THENCE South 01 deg. 52 min. 23 sec. East, a distance of 3.27 feet;

THENCE South 05 deg. 37 min. 21 sec. East, a distance of 3.27 feet;

THENCE South 09 deg. 22 min. 38 sec. East, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 40 sec. East, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 07 sec. East, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 36 sec. East, a distance of 3.27 feet;

THENCE South 22 deg. 38 min. 47 sec. East, a distance of 0.22 feet;

THENCE South 22 deg. 45 min. 01 sec. East, a distance of 8.06 feet;

THENCE South 24 deg. 29 min. 58 sec. East, a distance of 3.05 feet;

THENCE South 28 deg. 07 min. 48 sec. East, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 35 sec. East, a distance of 3.27 feet;

THENCE South 39 deg. 22 min. 36 sec. East, a distance of 3.27 feet;

THENCE South 43 deg. 07 min. 22 sec. East, a distance of 3.27 feet;

THENCE South 46 deg. 33 min. 42 sec. East, a distance of 2.72 feet;

THENCE South 48 deg. 07 min. 21 sec. East, a distance of 7.50 feet;

THENCE South 43 deg. 53 min. 53 sec. East, a distance of 15.60 feet;

THENCE South 43 deg. 27 min. 07 sec. East, a distance of 12.36 feet;

THENCE South 43 deg. 35 min. 35 sec. East, a distance of 0.33 feet;

THENCE South 43 deg. 49 min. 52 sec. East, a distance of 30.90 feet;

THENCE South 19 deg. 46 min. 39 sec. East, a distance of 8.78 feet;

THENCE South 12 deg. 20 min. 14 sec. East, a distance of 4.61 feet;

THENCE South 13 deg. 40 min. 01 sec. East, a distance of 2.32 feet;

THENCE South 16 deg. 52 min. 27 sec. East, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 36 sec. East, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 30 sec. East, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 41 sec. East, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 23 sec. East, a distance of 3.27 feet;

THENCE South 38 deg. 42 min. 59 sec. East, a distance of 2.13 feet;

THENCE South 39 deg. 56 min. 13 sec. East, a distance of 10.99 feet;

THENCE South 06 deg. 35 min. 23 sec. East, a distance of 1.50 feet;

THENCE South 07 deg. 35 min. 59 sec. East, a distance of 0.25 feet;

THENCE South 07 deg. 47 min. 21 sec. East, a distance of 5.62 feet;

THENCE North 86 deg. 58 min. 51 sec. West, a distance of 7.90 feet;

THENCE North 88 deg. 29 min. 13 sec. West, a distance of 2.63 feet;

THENCE South 88 deg. 07 min. 15 sec. West, a distance of 3.27 feet;

THENCE South 84 deg. 22 min. 41 sec. West, a distance of 3.27 feet;

THENCE South 80 deg. 37 min. 22 sec. West, a distance of 3.27 feet;

THENCE South 76 deg. 52 min. 40 sec. West, a distance of 3.27 feet;

THENCE South 73 deg. 07 min. 33 sec. West, a distance of 3.27 feet;

THENCE South 71 deg. 06 min. 50 sec. West, a distance of 0.12 feet;

THENCE South 71 deg. 06 min. 51 sec. West, a distance of 14.03 feet;

THENCE South 69 deg. 18 min. 28 sec. West, a distance of 3.15 feet;

THENCE South 65 deg. 37 min. 28 sec. West, a distance of 3.27 feet;

THENCE South 61 deg. 52 min. 30 sec. West, a distance of 3.27 feet;

THENCE South 58 deg. 07 min. 36 sec. West, a distance of 3.27 feet;

THENCE South 54 deg. 22 min. 25 sec. West, a distance of 3.27 feet;

THENCE South 50 deg. 37 min. 24 sec. West, a distance of 3.27 feet;

THENCE South 46 deg. 52 min. 38 sec. West, a distance of 3.27 feet;

THENCE South 43 deg. 07 min. 37 sec. West, a distance of 3.27 feet;

THENCE South 39 deg. 22 min. 20 sec. West, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 23 sec. West, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 52 sec. West, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 20 sec. West, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 13 sec. West, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 36 sec. West, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 27 sec. West, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 40 sec. West, a distance of 3.27 feet;

THENCE South 09 deg. 22 min. 21 sec. West, a distance of 3.27 feet;

THENCE South 05 deg. 37 min. 40 sec. West, a distance of 3.27 feet;

THENCE South 01 deg. 52 min. 23 sec. West, a distance of 3.27 feet;

THENCE South 01 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 05 deg. 14 min. 00 sec. East, a distance of 2.58 feet;

THENCE South 06 deg. 42 min. 34 sec. East, a distance of 8.97 feet;

THENCE South 07 deg. 06 min. 17 sec. East, a distance of 0.69 feet;

THENCE South 09 deg. 22 min. 18 sec. East, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 40 sec. East, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 33 sec. East, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 29 sec. East, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 30 sec. East, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 35 sec. East, a distance of 3.27 feet;

THENCE South 39 deg. 22 min. 36 sec. East, a distance of 3.27 feet;

THENCE South 43 deg. 07 min. 22 sec. East, a distance of 3.27 feet;

THENCE South 46 deg. 52 min. 38 sec. East, a distance of 3.27 feet;

THENCE South 50 deg. 37 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 54 deg. 22 min. 25 sec. East, a distance of 3.27 feet;

THENCE South 57 deg. 56 min. 41 sec. East, a distance of 2.96 feet;

THENCE South 59 deg. 38 min. 48 sec. East, a distance of 10.70 feet;

THENCE South 41 deg. 35 min. 29 sec. West, a distance of 23.80 feet;

THENCE South 43 deg. 33 min. 55 sec. West, a distance of 22.96 feet;

THENCE South 29 deg. 11 min. 24 sec. West, a distance of 3.57 feet;

THENCE South 01 deg. 08 min. 47 sec. West, a distance of 6.90 feet;

THENCE South 02 deg. 10 min. 49 sec. West, a distance of 21.03 feet;

THENCE South 04 deg. 06 min. 04 sec. East, a distance of 7.82 feet;

THENCE South 41 deg. 21 min. 10 sec. East, a distance of 4.62 feet;

THENCE South 82 deg. 11 min. 58 sec. East, a distance of 8.81 feet;

THENCE North 88 deg. 52 min. 58 sec. East, a distance of 11.65 feet;

THENCE South 86 deg. 52 min. 01 sec. East, a distance of 43.61 feet;

THENCE South 85 deg. 56 min. 54 sec. East, a distance of 34.94 feet;

THENCE South 42 deg. 23 min. 51 sec. East, a distance of 31.30 feet;

THENCE South 34 deg. 54 min. 07 sec. East, a distance of 16.37 feet;

THENCE South 36 deg. 12 min. 17 sec. East, a distance of 2.27 feet;

THENCE South 39 deg. 22 min. 20 sec. East, a distance of 3.27 feet;

THENCE South 43 deg. 07 min. 37 sec. East, a distance of 3.27 feet;

THENCE South 46 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 50 deg. 37 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 53 deg. 39 min. 48 sec. East, a distance of 2.02 feet;

THENCE South 54 deg. 49 min. 10 sec. East, a distance of 27.97 feet;

THENCE South 55 deg. 32 min. 14 sec. East, a distance of 1.25 feet;

THENCE South 57 deg. 16 min. 27 sec. East, a distance of 1.80 feet;

THENCE South 58 deg. 18 min. 25 sec. East, a distance of 28.24 feet;

THENCE South 42 deg. 49 min. 32 sec. East, a distance of 25.52 feet;

THENCE South 41 deg. 52 min. 35 sec. East, a distance of 6.68 feet;

THENCE South 49 deg. 53 min. 55 sec. West, a distance of 4.21 feet;

THENCE South 49 deg. 19 min. 32 sec. West, a distance of 1.00 feet;

THENCE South 46 deg. 52 min. 38 sec. West, a distance of 3.27 feet;

THENCE South 44 deg. 19 min. 32 sec. West, a distance of 1.16 feet;

THENCE South 43 deg. 40 min. 05 sec. West, a distance of 17.81 feet;

THENCE South 42 deg. 27 min. 36 sec. West, a distance of 2.11 feet;

THENCE South 39 deg. 22 min. 36 sec. West, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 23 sec. West, a distance of 3.27 feet;

THENCE South 33 deg. 41 min. 24 sec. West, a distance of 25.38 feet;

THENCE South 31 deg. 50 min. 49 sec. West, a distance of 3.22 feet;

THENCE South 28 deg. 07 min. 30 sec. West, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 32 sec. West, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 29 sec. West, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 33 sec. West, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 15 sec. West, a distance of 3.27 feet;

THENCE South 09 deg. 22 min. 42 sec. West, a distance of 3.27 feet;

THENCE South 05 deg. 37 min. 19 sec. West, a distance of 3.27 feet;

THENCE South 01 deg. 52 min. 24 sec. West, a distance of 3.27 feet;

THENCE South 00 deg. 00 min. 00 sec. East, a distance of 12.88 feet;

THENCE South 01 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 05 deg. 37 min. 19 sec. East, a distance of 3.27 feet;

THENCE South 09 deg. 22 min. 42 sec. East, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 15 sec. East, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 33 sec. East, a distance of 3.27 feet;

THENCE South 20 deg. 30 min. 05 sec. East, a distance of 3.05 feet;

THENCE South 22 deg. 14 min. 55 sec. East, a distance of 13.92 feet;

THENCE South 22 deg. 22 min. 32 sec. East, a distance of 0.22 feet;

THENCE South 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE South 26 deg. 26 min. 34 sec. East, a distance of 0.27 feet;

THENCE South 26 deg. 33 min. 50 sec. East, a distance of 7.31 feet;

THENCE South 53 deg. 24 min. 48 sec. West, a distance of 0.86 feet;

THENCE South 50 deg. 37 min. 24 sec. West, a distance of 3.27 feet;

THENCE South 46 deg. 52 min. 38 sec. West, a distance of 3.27 feet;

THENCE South 43 deg. 07 min. 22 sec. West, a distance of 3.27 feet;

THENCE South 39 deg. 22 min. 36 sec. West, a distance of 3.27 feet;

THENCE South 35 deg. 46 min. 39 sec. West, a distance of 3.01 feet;

THENCE South 34 deg. 03 min. 09 sec. West, a distance of 3.60 feet;

THENCE South 84 deg. 31 min. 50 sec. West, a distance of 11.44 feet;

THENCE North 86 deg. 20 min. 10 sec. West, a distance of 20.77 feet;

THENCE South 78 deg. 28 min. 37 sec. West, a distance of 22.01 feet;

THENCE South 38 deg. 01 min. 10 sec. West, a distance of 8.82 feet;

THENCE South 00 deg. 42 min. 56 sec. West, a distance of 33.41 feet;

THENCE South 14 deg. 15 min. 42 sec. East, a distance of 15.08 feet;

THENCE South 18 deg. 16 min. 07 sec. East, a distance of 29.66 feet;

THENCE South 24 deg. 43 min. 51 sec. East, a distance of 14.83 feet;

THENCE South 72 deg. 13 min. 34 sec. East, a distance of 27.81 feet;

THENCE North 78 deg. 19 min. 04 sec. East, a distance of 16.16 feet;

THENCE South 39 deg. 22 min. 20 sec. East, a distance of 0.73 feet;

THENCE South 43 deg. 07 min. 51 sec. East, a distance of 3.27 feet;

THENCE South 45 deg. 17 min. 25 sec. East, a distance of 0.55 feet;

THENCE South 45 deg. 37 min. 47 sec. East, a distance of 24.11 feet;

THENCE South 47 deg. 11 min. 34 sec. East, a distance of 2.72 feet;

THENCE South 50 deg. 37 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 52 deg. 32 min. 58 sec. East, a distance of 0.12 feet;

THENCE South 52 deg. 25 min. 48 sec. West, a distance of 14.30 feet;

THENCE South 82 deg. 20 min. 00 sec. West, a distance of 52.95 feet to a point in the North right-of-way line of said Spencer Road, from which a 5/8" iron rod found for an angle point in said North right-of-way line bears North 89 deg. 47 min. 15 sec. East – 64.23 feet;

THENCE in a westerly direction along said North right-of-way line the following six (6) calls:

South 89 deg. 47 min. 15 sec. West, a distance of 424.74 feet to a 5/8" iron rod found ;

North 89 deg. 11 min. 13 sec. West, a distance of 253.16 feet to a 5/8" iron rod found for Point of Curvature of a circular curve to the left, having a radius of 950.00 feet, a central angle of 05 deg. 57 min. 23 sec., and being subtended by a chord which bears South 87 deg. 50 min. 05 sec. West - 98.72 feet;

Continue in a westerly direction along said curve to the left, a distance of 98.76 feet to a 5/8" iron rod found from which a 60D nail found bears North 62 deg. 49 min. 28 sec. West – 0.36 feet;

South 84 deg. 51 min. 24 sec. West tangent to said curve, a distance of 107.31 feet to a 5/8" iron rod found for a Point of Curvature of a circular curve to the right, having a radius of 2,943.50 feet, a central angle of 07 deg. 12 min. 27 sec., and being subtended by a chord which bears South 88 deg. 27 min. 37 sec. West - 370.03 feet;

Continue in a westerly direction along said curve to the right, a distance of 370.28 feet to a 5/8" iron rod found;

North 87 deg. 56 min. 09 sec. West tangent to said curve, a distance of 156.66 feet to a point from which a 5/8" iron rod found in the West line of said 53.865 net acre tract, an ell corner in the North right-of-way line of said Spencer Road and in the West line of Lot 2, Block 2 of Municipal Utility Addition recorded in Document No. 2009-139 of the Plat Records of

Denton County, Texas (PRDCT) bears North 87 deg. 56 min. 09 sec. West – 75.02 feet;

THENCE North 03 deg. 22 min. 10 sec. East departing said North right-of-way line, a distance of 681.36 feet;

THENCE North 39 deg. 15 min. 05 sec. West, a distance of 11.43 feet;

THENCE North 03 deg. 22 min. 10 sec. East, a distance of 80.40 feet;

THENCE North 61 deg. 24 min. 53 sec. West, a distance of 1.87 feet;

THENCE North 61 deg. 20 min. 58 sec. West, a distance of 8.16 feet;

THENCE North 36 deg. 03 min. 55 sec. West, a distance of 9.12 feet;

THENCE North 04 deg. 09 min. 37 sec. West, a distance of 6.48 feet;

THENCE North 08 deg. 03 min. 13 sec. East, a distance of 5.74 feet;

THENCE North 27 deg. 20 min. 11 sec. East, a distance of 5.97 feet;

THENCE North 10 deg. 59 min. 47 sec. East, a distance of 50.38 feet;

THENCE North 02 deg. 09 min. 29 sec. West, a distance of 20.27 feet;

THENCE North 10 deg. 43 min. 42 sec. East, a distance of 30.42 feet;

THENCE North 00 deg. 10 min. 52 sec. East, a distance of 41.01 feet;

THENCE North 25 deg. 02 min. 09 sec. East, a distance of 8.40 feet;

THENCE North 63 deg. 21 min. 10 sec. East, a distance of 12.83 feet;

THENCE North 03 deg. 22 min. 10 sec. East, a distance of 24.99 feet;

THENCE North 37 deg. 05 min. 48 sec. West, a distance of 5.74 feet;

THENCE North 00 deg. 26 min. 47 sec. East, a distance of 4.94 feet;

THENCE North 30 deg. 21 min. 02 sec. East, a distance of 8.77 feet;

THENCE North 03 deg. 22 min. 10 sec. East, a distance of 57.86 feet;

THENCE North 76 deg. 49 min. 11 sec. East, a distance of 23.01 feet;

THENCE North 82 deg. 55 min. 00 sec. East, a distance of 16.54 feet;

THENCE South 85 deg. 40 min. 02 sec. East, a distance of 56.72 feet;

THENCE South 85 deg. 48 min. 43 sec. East, a distance of 80.91 feet;

THENCE North 89 deg. 30 min. 35 sec. East, a distance of 19.89 feet;

THENCE North 82 deg. 24 min. 20 sec. East, a distance of 11.77 feet;

THENCE South 83 deg. 39 min. 02 sec. East, a distance of 47.11 feet;

THENCE South 78 deg. 17 min. 58 sec. East, a distance of 16.14 feet;

THENCE South 87 deg. 57 min. 07 sec. East, a distance of 494.91 feet;

THENCE North 69 deg. 11 min. 12 sec. East, a distance of 14.72 feet;

THENCE North 78 deg. 43 min. 51 sec. East, a distance of 12.40 feet;

THENCE South 77 deg. 53 min. 14 sec. East, a distance of 8.58 feet;

THENCE South 65 deg. 36 min. 38 sec. East, a distance of 11.49 feet;

THENCE South 74 deg. 24 min. 42 sec. East, a distance of 11.66 feet;

THENCE South 87 deg. 55 min. 54 sec. East, a distance of 158.21 feet;

THENCE North 73 deg. 37 min. 43 sec. East, a distance of 88.48 feet;

THENCE South 87 deg. 55 min. 22 sec. East, a distance of 210.66 feet;

THENCE South 47 deg. 29 min. 36 sec. East, a distance of 49.45 feet;

THENCE South 77 deg. 33 min. 56 sec. East, a distance of 31.35 feet;

THENCE South 78 deg. 34 min. 21 sec. East, a distance of 39.50 feet;

THENCE South 79 deg. 30 min. 09 sec. East, a distance of 21.48 feet;

THENCE South 82 deg. 24 min. 34 sec. East, a distance of 29.64 feet;

THENCE North 84 deg. 07 min. 50 sec. East, a distance of 13.60 feet;

THENCE North 71 deg. 39 min. 52 sec. East, a distance of 17.78 feet;

THENCE North 56 deg. 29 min. 29 sec. East, a distance of 28.92 feet;

THENCE North 73 deg. 44 min. 52 sec. East, a distance of 14.21 feet;

THENCE North 84 deg. 51 min. 33 sec. East, a distance of 20.05 feet;

THENCE South 79 deg. 10 min. 23 sec. East, a distance of 18.04 feet;

THENCE South 74 deg. 43 min. 24 sec. East, a distance of 33.08 feet;

THENCE South 79 deg. 12 min. 52 sec. East, a distance of 34.28 feet;

THENCE South 79 deg. 29 min. 03 sec. East, a distance of 41.23 feet;

THENCE South 83 deg. 32 min. 04 sec. East, a distance of 13.61 feet;

THENCE North 82 deg. 49 min. 25 sec. East, a distance of 39.42 feet;

THENCE North 88 deg. 21 min. 00 sec. East, a distance of 91.31 feet;

THENCE North 81 deg. 59 min. 51 sec. East, a distance of 47.46 feet;

THENCE North 78 deg. 44 min. 20 sec. East, a distance of 33.58 feet;

THENCE North 79 deg. 58 min. 17 sec. East, a distance of 35.61 feet;

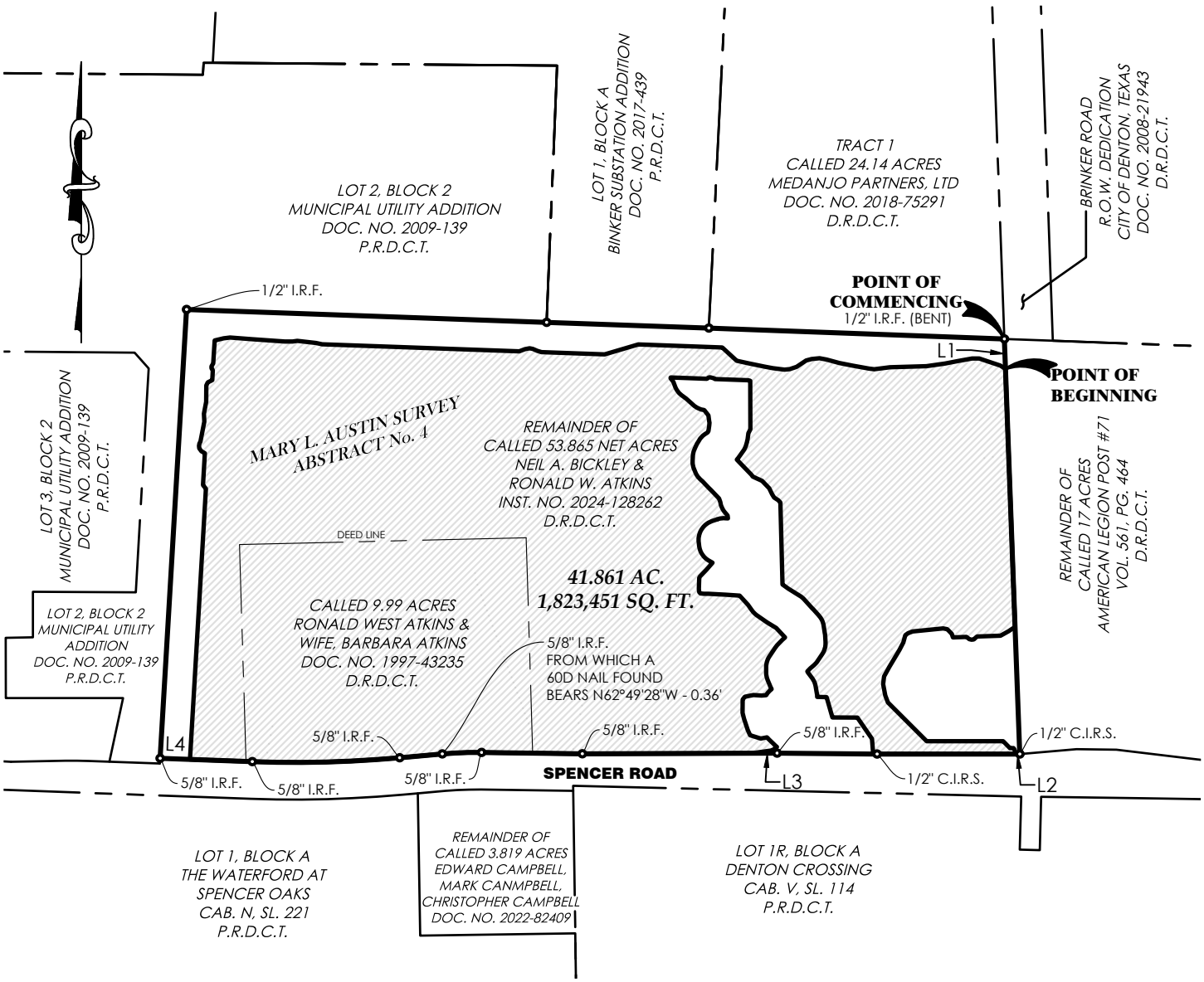
THENCE South 89 deg. 49 min. 31 sec. East, a distance of 18.26 feet;

THENCE South 71 deg. 50 min. 32 sec. East, a distance of 27.03 feet;

THENCE South 71 deg. 21 min. 57 sec. East, a distance of 28.37 feet;

THENCE South 56 deg. 48 min. 28 sec. East, a distance of 15.55 feet to the **POINT OF BEGINNING**, containing 1,823,451 square feet or 41.861 acres of land, more or less.

Exhibit B
Depiction of Property



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S02°08'02"E	75.20'
L2	S89°59'15"E	9.50'

LINE TABLE		
LINE #	BEARING	DISTANCE
L3	N89°47'02"E	64.23'
L4	N87°56'09"W	75.02'

EXHIBIT "A" MAP SHOWING DEVELOPMENT IMPACT AREA SITUATED IN A PORTION OF THE MARY L. AUSTIN SURVEY, ABSTRACT NO. 4 CITY OF DENTON, DENTON COUNTY, TEXAS

GM civil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

Job No.:	10960	Scale:	N.T.S.	Sheet	NOTE: THE INTENT OF THIS EXHIBIT IS TO PICTORIALLY SHOW LOCATIONS OF THE DEVELOPMENT IMPACT AREA. IT IS NOT INTENDED AS AN ACTUAL SURVEY. CALLS SHOWN ARE REFERENCES ONLY. NO STATEMENT IS MADE TO THE VALIDITY OF THESE CALLS
Drafted:	J.H.M.	Checked:	J.N.R.	1	
Surveyed on the Ground:		04/01/2024		of	
Date Prepared:		07/31/2025		1	
Revised:	.	Revised:	.		

I:\23035 - Spencer Rd\COGO\SPLAT\ESA & DIA EXHIBIT-LGLS\DIA\23035-DIA-TRACT.dwg

Exhibit C
Description of AESA Mitigation Property

LEGAL DESCRIPTION OF
ESA TRACT 1

All that certain lot, tract, or parcel of land, situated in a portion of the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, being part of that certain called 53.865 net acre tract described in a deed to Neil A. Bickley and Ronald W. Atkins recorded in Instrument No. 2024-128262 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

COMMENCING at a 1/2" capped iron rod found stamped "GMCIVIL" at an angle point in the North right-of-way line of Spencer Road (variable width right-of-way);

THENCE North 89 deg. 28 min. 20 sec. West along said North right-of-way line, a distance of 55.47 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 89 deg. 28 min. 20 sec. West continuing along said North right-of-way line, a distance of 32.91 feet;

THENCE North 08 deg. 28 min. 39 sec. West departing said North right-of-way line, a distance of 4.67 feet;

THENCE North 08 deg. 33 min. 02 sec. West, a distance of 10.80 feet;

THENCE North 20 deg. 30 min. 44 sec. West, a distance of 8.31 feet;

THENCE North 27 deg. 20 min. 53 sec. West, a distance of 10.56 feet;

THENCE North 50 deg. 49 min. 18 sec. West, a distance of 9.20 feet;

THENCE North 80 deg. 18 min. 53 sec. West, a distance of 15.42 feet;

THENCE South 57 deg. 11 min. 28 sec. West, a distance of 5.38 feet;

THENCE South 50 deg. 56 min. 05 sec. West, a distance of 11.28 feet;

THENCE South 22 deg. 28 min. 33 sec. West, a distance of 10.16 feet;

THENCE South 34 deg. 25 min. 49 sec. West, a distance of 12.57 feet;

THENCE South 42 deg. 41 min. 18 sec. West, a distance of 5.27 feet;

THENCE South 42 deg. 08 min. 42 sec. West, a distance of 4.79 feet;

THENCE South 75 deg. 57 min. 17 sec. West, a distance of 10.30 feet;

THENCE South 08 deg. 41 min. 09 sec. West, a distance of 0.49 feet to a point in the North right-of-way line of said Spencer Road (variable width right-of-way);

THENCE North 89 deg. 28 min. 20 sec. West along said North right-of-way line, a distance of 87.94 feet to a point from which a 5/8" iron rod found at an angle point in said North right-of-way line bears North 89 deg. 28 min. 20 sec. West – 1.03 feet;

THENCE North 58 deg. 57 min. 35 sec. West departing said North right-of-way line, a distance of 9.89 feet;

THENCE North 46 deg. 46 min. 32 sec. West, a distance of 15.58 feet;

THENCE North 57 deg. 51 min. 32 sec. West, a distance of 43.19 feet;

THENCE North 51 deg. 36 min. 13 sec. West, a distance of 23.96 feet;

THENCE North 21 deg. 44 min. 47 sec. West, a distance of 10.46 feet;

THENCE North 18 deg. 43 min. 05 sec. West, a distance of 40.33 feet;

THENCE North 02 deg. 12 min. 39 sec. East, a distance of 67.05 feet;

THENCE North 00 deg. 01 min. 32 sec. East, a distance of 13.93 feet;

THENCE North 21 deg. 45 min. 48 sec. East, a distance of 6.95 feet;

THENCE North 34 deg. 25 min. 45 sec. East, a distance of 6.29 feet;

THENCE North 52 deg. 08 min. 09 sec. East, a distance of 11.07 feet;

THENCE North 65 deg. 47 min. 23 sec. East, a distance of 14.20 feet;

THENCE North 82 deg. 17 min. 37 sec. East, a distance of 26.45 feet;

THENCE North 86 deg. 36 min. 52 sec. East, a distance of 6.86 feet;

THENCE North 00 deg. 00 min. 00 sec. East, a distance of 4.89 feet;

THENCE North 01 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE North 05 deg. 37 min. 19 sec. East, a distance of 3.27 feet;

THENCE North 09 deg. 22 min. 42 sec. East, a distance of 3.27 feet;

THENCE North 13 deg. 07 min. 15 sec. East, a distance of 3.27 feet;

THENCE North 16 deg. 52 min. 33 sec. East, a distance of 3.27 feet;

THENCE North 20 deg. 37 min. 29 sec. East, a distance of 3.27 feet;

THENCE North 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE North 28 deg. 07 min. 30 sec. East, a distance of 3.27 feet;

THENCE North 31 deg. 50 min. 49 sec. East, a distance of 3.22 feet;

THENCE North 33 deg. 41 min. 24 sec. East, a distance of 25.38 feet;

THENCE North 35 deg. 37 min. 23 sec. East, a distance of 3.27 feet;

THENCE North 39 deg. 22 min. 36 sec. East, a distance of 3.27 feet;

THENCE North 42 deg. 27 min. 36 sec. East, a distance of 2.11 feet;

THENCE North 43 deg. 40 min. 05 sec. East, a distance of 17.81 feet;

THENCE North 44 deg. 19 min. 32 sec. East, a distance of 1.16 feet;

THENCE North 46 deg. 52 min. 38 sec. East, a distance of 3.27 feet;

THENCE North 49 deg. 19 min. 32 sec. East, a distance of 1.00 feet;

THENCE North 49 deg. 53 min. 55 sec. East, a distance of 4.21 feet;

THENCE North 41 deg. 52 min. 35 sec. West, a distance of 6.68 feet;

THENCE North 42 deg. 49 min. 32 sec. West, a distance of 25.52 feet;

THENCE North 58 deg. 18 min. 25 sec. West, a distance of 16.13 feet;

THENCE South 78 deg. 00 min. 09 sec. West, a distance of 0.90 feet;

THENCE South 61 deg. 33 min. 15 sec. West, a distance of 0.92 feet;

THENCE South 64 deg. 13 min. 55 sec. West, a distance of 1.35 feet;

THENCE South 60 deg. 27 min. 29 sec. West, a distance of 0.71 feet;

THENCE South 55 deg. 46 min. 41 sec. West, a distance of 1.29 feet;

THENCE South 59 deg. 06 min. 56 sec. West, a distance of 1.14 feet;

THENCE South 62 deg. 03 min. 12 sec. West, a distance of 1.19 feet;

THENCE South 66 deg. 51 min. 29 sec. West, a distance of 1.35 feet;

THENCE South 59 deg. 05 min. 06 sec. West, a distance of 1.19 feet;

THENCE South 64 deg. 58 min. 45 sec. West, a distance of 1.74 feet;

THENCE South 71 deg. 43 min. 09 sec. West, a distance of 1.23 feet;

THENCE South 66 deg. 03 min. 08 sec. West, a distance of 1.30 feet;

THENCE South 75 deg. 11 min. 07 sec. West, a distance of 1.88 feet;

THENCE South 74 deg. 10 min. 13 sec. West, a distance of 2.63 feet;

THENCE South 72 deg. 28 min. 40 sec. West, a distance of 1.98 feet;

THENCE South 77 deg. 41 min. 16 sec. West, a distance of 0.86 feet;

THENCE South 62 deg. 58 min. 58 sec. West, a distance of 1.10 feet;

THENCE South 76 deg. 20 min. 06 sec. West, a distance of 5.37 feet;

THENCE South 75 deg. 25 min. 55 sec. West, a distance of 0.84 feet;

THENCE South 60 deg. 29 min. 28 sec. West, a distance of 0.71 feet;

THENCE South 59 deg. 09 min. 20 sec. West, a distance of 1.08 feet;

THENCE South 53 deg. 19 min. 50 sec. West, a distance of 4.09 feet;

THENCE South 58 deg. 29 min. 03 sec. West, a distance of 1.40 feet;

THENCE South 68 deg. 07 min. 14 sec. West, a distance of 1.03 feet;

THENCE South 79 deg. 35 min. 18 sec. West, a distance of 2.04 feet;

THENCE North 77 deg. 51 min. 23 sec. West, a distance of 2.04 feet;

THENCE North 68 deg. 36 min. 28 sec. West, a distance of 2.88 feet;

THENCE South 84 deg. 20 min. 03 sec. West, a distance of 2.34 feet;

THENCE South 70 deg. 02 min. 07 sec. West, a distance of 1.04 feet;

THENCE South 44 deg. 56 min. 40 sec. West, a distance of 1.68 feet;

THENCE South 43 deg. 13 min. 31 sec. West, a distance of 1.07 feet;

THENCE South 47 deg. 14 min. 56 sec. West, a distance of 1.19 feet;

THENCE South 46 deg. 06 min. 08 sec. West, a distance of 1.09 feet;

THENCE South 50 deg. 50 min. 03 sec. West, a distance of 1.10 feet;

THENCE South 50 deg. 49 min. 05 sec. West, a distance of 1.38 feet;

THENCE South 43 deg. 40 min. 52 sec. West, a distance of 1.20 feet;

THENCE South 42 deg. 25 min. 26 sec. West, a distance of 1.68 feet;

THENCE South 39 deg. 16 min. 44 sec. West, a distance of 1.38 feet;

THENCE South 39 deg. 18 min. 32 sec. West, a distance of 1.08 feet;

THENCE South 37 deg. 03 min. 05 sec. West, a distance of 1.41 feet;

THENCE South 40 deg. 07 min. 48 sec. West, a distance of 1.25 feet;

THENCE South 44 deg. 36 min. 20 sec. West, a distance of 1.58 feet;

THENCE South 41 deg. 54 min. 59 sec. West, a distance of 1.20 feet;

THENCE South 44 deg. 29 min. 39 sec. West, a distance of 1.42 feet;

THENCE South 43 deg. 51 min. 39 sec. West, a distance of 0.92 feet;

THENCE South 41 deg. 33 min. 16 sec. West, a distance of 1.85 feet;

THENCE South 39 deg. 18 min. 26 sec. West, a distance of 1.34 feet;

THENCE South 37 deg. 10 min. 59 sec. West, a distance of 2.50 feet;

THENCE South 44 deg. 07 min. 57 sec. West, a distance of 1.09 feet;

THENCE South 35 deg. 10 min. 27 sec. West, a distance of 1.02 feet;

THENCE South 34 deg. 15 min. 19 sec. West, a distance of 1.25 feet;

THENCE South 37 deg. 00 min. 06 sec. West, a distance of 2.31 feet;

THENCE South 39 deg. 04 min. 07 sec. West, a distance of 4.65 feet;

THENCE South 46 deg. 26 min. 44 sec. West, a distance of 1.47 feet;

THENCE South 57 deg. 02 min. 38 sec. West, a distance of 0.55 feet;

THENCE North 09 deg. 29 min. 25 sec. West, a distance of 5.66 feet;

THENCE North 07 deg. 50 min. 47 sec. West, a distance of 5.96 feet;

THENCE North 07 deg. 50 min. 40 sec. West, a distance of 6.04 feet;

THENCE South 82 deg. 09 min. 16 sec. West, a distance of 0.98 feet;

THENCE South 82 deg. 09 min. 02 sec. West, a distance of 4.52 feet;

THENCE South 07 deg. 50 min. 50 sec. East, a distance of 12.00 feet;

THENCE South 08 deg. 02 min. 38 sec. East, a distance of 7.99 feet;

THENCE South 64 deg. 28 min. 21 sec. West, a distance of 0.71 feet;

THENCE South 55 deg. 15 min. 00 sec. West, a distance of 1.74 feet;

THENCE South 64 deg. 00 min. 58 sec. West, a distance of 1.27 feet;

THENCE South 62 deg. 01 min. 42 sec. West, a distance of 1.00 feet;

THENCE South 64 deg. 48 min. 56 sec. West, a distance of 1.45 feet;

THENCE South 62 deg. 43 min. 19 sec. West, a distance of 1.66 feet;

THENCE South 63 deg. 46 min. 59 sec. West, a distance of 1.33 feet;

THENCE South 65 deg. 34 min. 29 sec. West, a distance of 1.49 feet;

THENCE South 58 deg. 31 min. 29 sec. West, a distance of 0.78 feet;

THENCE South 78 deg. 01 min. 12 sec. West, a distance of 0.88 feet;

THENCE South 53 deg. 55 min. 18 sec. West, a distance of 1.38 feet;

THENCE South 67 deg. 35 min. 54 sec. West, a distance of 1.24 feet;

THENCE South 36 deg. 29 min. 44 sec. West, a distance of 1.51 feet;

THENCE South 33 deg. 29 min. 07 sec. West, a distance of 1.45 feet;

THENCE South 34 deg. 36 min. 14 sec. West, a distance of 1.58 feet;

THENCE South 28 deg. 50 min. 12 sec. West, a distance of 1.21 feet;

THENCE South 35 deg. 34 min. 12 sec. West, a distance of 1.42 feet;

THENCE South 35 deg. 49 min. 05 sec. West, a distance of 1.21 feet;

THENCE South 47 deg. 02 min. 35 sec. West, a distance of 1.36 feet;

THENCE South 54 deg. 53 min. 51 sec. West, a distance of 1.37 feet;

THENCE South 75 deg. 41 min. 21 sec. West, a distance of 1.83 feet;

THENCE South 78 deg. 01 min. 23 sec. West, a distance of 1.61 feet;

THENCE South 72 deg. 39 min. 32 sec. West, a distance of 0.70 feet;

THENCE South 71 deg. 45 min. 10 sec. West, a distance of 0.86 feet;

THENCE South 57 deg. 56 min. 39 sec. West, a distance of 1.26 feet;

THENCE South 46 deg. 38 min. 59 sec. West, a distance of 1.43 feet;

THENCE South 51 deg. 13 min. 28 sec. West, a distance of 1.07 feet;

THENCE South 48 deg. 41 min. 14 sec. West, a distance of 1.80 feet;

THENCE South 44 deg. 56 min. 20 sec. West, a distance of 1.31 feet;

THENCE South 44 deg. 28 min. 31 sec. West, a distance of 1.42 feet;

THENCE South 44 deg. 14 min. 36 sec. West, a distance of 1.49 feet;

THENCE South 42 deg. 48 min. 21 sec. West, a distance of 1.50 feet;

THENCE South 25 deg. 14 min. 27 sec. West, a distance of 1.59 feet;

THENCE South 17 deg. 18 min. 00 sec. West, a distance of 2.01 feet;

THENCE South 14 deg. 54 min. 00 sec. West, a distance of 1.16 feet;

THENCE South 02 deg. 55 min. 14 sec. West, a distance of 1.49 feet;

THENCE South 02 deg. 57 min. 03 sec. West, a distance of 1.12 feet;

THENCE South 24 deg. 46 min. 58 sec. West, a distance of 1.39 feet;

THENCE South 48 deg. 10 min. 56 sec. West, a distance of 1.30 feet;

THENCE South 68 deg. 19 min. 12 sec. West, a distance of 1.44 feet;

THENCE South 64 deg. 28 min. 50 sec. West, a distance of 1.29 feet;

THENCE South 69 deg. 29 min. 31 sec. West, a distance of 1.61 feet;

THENCE South 62 deg. 25 min. 35 sec. West, a distance of 1.08 feet;

THENCE South 66 deg. 24 min. 09 sec. West, a distance of 1.25 feet;

THENCE South 68 deg. 14 min. 43 sec. West, a distance of 2.39 feet;

THENCE South 65 deg. 01 min. 35 sec. West, a distance of 1.18 feet;

THENCE South 62 deg. 58 min. 00 sec. West, a distance of 1.42 feet;

THENCE South 72 deg. 28 min. 57 sec. West, a distance of 2.08 feet;

THENCE South 81 deg. 43 min. 46 sec. West, a distance of 0.87 feet;

THENCE South 68 deg. 01 min. 07 sec. West, a distance of 1.26 feet;

THENCE South 74 deg. 55 min. 06 sec. West, a distance of 0.69 feet;

THENCE South 74 deg. 25 min. 08 sec. West, a distance of 1.34 feet;

THENCE North 85 deg. 58 min. 23 sec. West, a distance of 1.71 feet;

THENCE North 78 deg. 52 min. 13 sec. West, a distance of 2.35 feet;

THENCE South 89 deg. 14 min. 11 sec. West, a distance of 0.94 feet;

THENCE North 85 deg. 25 min. 19 sec. West, a distance of 1.23 feet;

THENCE North 56 deg. 20 min. 15 sec. West, a distance of 0.76 feet;

THENCE North 61 deg. 01 min. 29 sec. West, a distance of 1.38 feet;

THENCE North 31 deg. 40 min. 33 sec. West, a distance of 2.20 feet;

THENCE North 07 deg. 09 min. 17 sec. West, a distance of 1.72 feet;

THENCE North 04 deg. 05 min. 46 sec. East, a distance of 2.55 feet;

THENCE North 22 deg. 34 min. 42 sec. East, a distance of 1.15 feet;

THENCE North 17 deg. 49 min. 29 sec. East, a distance of 1.66 feet;

THENCE North 04 deg. 27 min. 12 sec. East, a distance of 1.32 feet;

THENCE North 02 deg. 33 min. 48 sec. East, a distance of 0.83 feet;

THENCE North 40 deg. 36 min. 14 sec. East, a distance of 0.80 feet;

THENCE North 19 deg. 25 min. 15 sec. East, a distance of 1.46 feet;

THENCE North 08 deg. 46 min. 24 sec. East, a distance of 1.16 feet;

THENCE North 82 deg. 26 min. 04 sec. East, a distance of 0.73 feet;

THENCE North 13 deg. 23 min. 08 sec. East, a distance of 0.88 feet;

THENCE North 71 deg. 55 min. 42 sec. East, a distance of 2.11 feet;

THENCE North 70 deg. 46 min. 39 sec. East, a distance of 1.44 feet;

THENCE North 70 deg. 09 min. 38 sec. East, a distance of 1.40 feet;

THENCE South 68 deg. 22 min. 56 sec. East, a distance of 1.35 feet;

THENCE South 87 deg. 52 min. 06 sec. East, a distance of 1.13 feet;

THENCE North 89 deg. 14 min. 28 sec. East, a distance of 0.77 feet;

THENCE North 60 deg. 59 min. 04 sec. East, a distance of 0.84 feet;

THENCE North 00 deg. 25 min. 03 sec. East, a distance of 1.17 feet;

THENCE North 19 deg. 29 min. 29 sec. West, a distance of 1.87 feet;

THENCE North 14 deg. 16 min. 38 sec. West, a distance of 1.44 feet;

THENCE North 31 deg. 08 min. 58 sec. West, a distance of 1.42 feet;

THENCE North 09 deg. 43 min. 23 sec. West, a distance of 0.92 feet;

THENCE North 35 deg. 47 min. 38 sec. West, a distance of 1.25 feet;

THENCE North 02 deg. 04 min. 15 sec. East, a distance of 0.97 feet;

THENCE North 64 deg. 11 min. 40 sec. East, a distance of 0.74 feet;

THENCE North 50 deg. 30 min. 51 sec. East, a distance of 1.41 feet;

THENCE North 51 deg. 16 min. 43 sec. East, a distance of 1.86 feet;

THENCE North 50 deg. 49 min. 27 sec. East, a distance of 2.48 feet;

THENCE North 70 deg. 29 min. 32 sec. East, a distance of 0.71 feet;

THENCE North 47 deg. 29 min. 58 sec. East, a distance of 1.42 feet;

THENCE North 46 deg. 39 min. 01 sec. East, a distance of 1.43 feet;

THENCE North 45 deg. 39 min. 36 sec. East, a distance of 1.49 feet;

THENCE North 45 deg. 39 min. 08 sec. East, a distance of 1.33 feet;

THENCE North 45 deg. 50 min. 10 sec. East, a distance of 1.29 feet;

THENCE North 60 deg. 50 min. 26 sec. East, a distance of 2.70 feet;

THENCE North 71 deg. 02 min. 03 sec. East, a distance of 1.19 feet;

THENCE North 77 deg. 39 min. 07 sec. East, a distance of 0.71 feet;

THENCE North 74 deg. 49 min. 27 sec. East, a distance of 3.10 feet;

THENCE North 54 deg. 49 min. 53 sec. East, a distance of 0.96 feet;

THENCE North 38 deg. 33 min. 28 sec. East, a distance of 1.44 feet;

THENCE North 23 deg. 36 min. 06 sec. East, a distance of 0.81 feet;

THENCE North 15 deg. 22 min. 10 sec. East, a distance of 0.95 feet;

THENCE North 03 deg. 21 min. 52 sec. East, a distance of 2.66 feet;

THENCE North 14 deg. 26 min. 22 sec. East, a distance of 1.92 feet;

THENCE North 16 deg. 05 min. 50 sec. East, a distance of 1.82 feet;

THENCE North 42 deg. 20 min. 01 sec. East, a distance of 2.42 feet;

THENCE North 64 deg. 20 min. 59 sec. East, a distance of 1.08 feet;

THENCE North 75 deg. 41 min. 52 sec. East, a distance of 2.07 feet;

THENCE North 76 deg. 31 min. 48 sec. East, a distance of 0.91 feet;

THENCE North 50 deg. 12 min. 05 sec. East, a distance of 1.36 feet;

THENCE North 60 deg. 40 min. 13 sec. East, a distance of 1.61 feet;

THENCE North 57 deg. 56 min. 39 sec. East, a distance of 1.26 feet;

THENCE North 44 deg. 44 min. 32 sec. East, a distance of 0.77 feet;

THENCE North 38 deg. 36 min. 06 sec. East, a distance of 1.51 feet;

THENCE North 41 deg. 34 min. 04 sec. East, a distance of 0.93 feet;

THENCE North 37 deg. 36 min. 33 sec. East, a distance of 2.51 feet;

THENCE North 34 deg. 33 min. 31 sec. East, a distance of 2.45 feet;

THENCE North 40 deg. 15 min. 13 sec. East, a distance of 1.10 feet;

THENCE North 49 deg. 49 min. 46 sec. East, a distance of 1.71 feet;

THENCE North 52 deg. 18 min. 57 sec. East, a distance of 1.14 feet;

THENCE North 57 deg. 14 min. 27 sec. East, a distance of 1.13 feet;

THENCE North 60 deg. 36 min. 22 sec. East, a distance of 1.67 feet;

THENCE North 36 deg. 07 min. 02 sec. East, a distance of 1.00 feet;

THENCE North 40 deg. 11 min. 17 sec. East, a distance of 1.21 feet;

THENCE North 17 deg. 08 min. 39 sec. East, a distance of 1.17 feet;

THENCE North 26 deg. 35 min. 31 sec. East, a distance of 1.25 feet;

THENCE North 16 deg. 54 min. 31 sec. East, a distance of 0.87 feet;

THENCE North 13 deg. 56 min. 58 sec. East, a distance of 0.94 feet;

THENCE North 11 deg. 50 min. 35 sec. East, a distance of 2.31 feet;

THENCE North 14 deg. 53 min. 04 sec. East, a distance of 0.98 feet;

THENCE North 12 deg. 17 min. 11 sec. East, a distance of 0.85 feet;

THENCE North 19 deg. 03 min. 37 sec. East, a distance of 1.27 feet;

THENCE North 24 deg. 54 min. 09 sec. East, a distance of 1.33 feet;

THENCE North 35 deg. 09 min. 33 sec. East, a distance of 1.02 feet;

THENCE North 45 deg. 50 min. 35 sec. East, a distance of 3.86 feet;

THENCE North 51 deg. 47 min. 38 sec. East, a distance of 2.21 feet;

THENCE North 49 deg. 57 min. 53 sec. East, a distance of 1.49 feet;

THENCE North 56 deg. 47 min. 14 sec. East, a distance of 3.30 feet;

THENCE North 56 deg. 22 min. 23 sec. East, a distance of 2.31 feet;

THENCE North 59 deg. 56 min. 59 sec. East, a distance of 1.46 feet;

THENCE North 51 deg. 59 min. 12 sec. East, a distance of 1.09 feet;

THENCE North 40 deg. 30 min. 20 sec. East, a distance of 0.87 feet;

THENCE North 24 deg. 10 min. 01 sec. East, a distance of 1.20 feet;

THENCE North 25 deg. 03 min. 45 sec. East, a distance of 1.05 feet;

THENCE North 24 deg. 21 min. 14 sec. East, a distance of 1.64 feet;

THENCE North 11 deg. 20 min. 22 sec. East, a distance of 1.37 feet;

THENCE North 17 deg. 49 min. 35 sec. East, a distance of 1.81 feet;

THENCE North 28 deg. 01 min. 46 sec. East, a distance of 1.69 feet;

THENCE North 46 deg. 21 min. 25 sec. East, a distance of 1.05 feet;

THENCE North 66 deg. 13 min. 25 sec. East, a distance of 1.82 feet;

THENCE North 60 deg. 19 min. 03 sec. East, a distance of 1.54 feet;

THENCE North 65 deg. 32 min. 23 sec. East, a distance of 2.20 feet;

THENCE North 59 deg. 39 min. 28 sec. East, a distance of 1.21 feet;

THENCE North 54 deg. 18 min. 41 sec. East, a distance of 1.35 feet;

THENCE North 36 deg. 20 min. 59 sec. East, a distance of 1.43 feet;

THENCE North 29 deg. 42 min. 29 sec. East, a distance of 1.32 feet;

THENCE North 17 deg. 38 min. 40 sec. East, a distance of 1.44 feet;

THENCE North 31 deg. 09 min. 01 sec. East, a distance of 1.82 feet;

THENCE North 84 deg. 14 min. 31 sec. East, a distance of 0.99 feet;

THENCE South 83 deg. 02 min. 52 sec. East, a distance of 1.07 feet;

THENCE North 84 deg. 15 min. 40 sec. East, a distance of 2.96 feet;

THENCE North 60 deg. 28 min. 48 sec. East, a distance of 1.07 feet;

THENCE North 36 deg. 37 min. 35 sec. East, a distance of 1.98 feet;

THENCE North 24 deg. 22 min. 35 sec. East, a distance of 1.36 feet;

THENCE North 17 deg. 23 min. 49 sec. East, a distance of 1.23 feet;

THENCE North 09 deg. 31 min. 38 sec. East, a distance of 2.15 feet;

THENCE North 16 deg. 15 min. 17 sec. East, a distance of 0.98 feet;

THENCE North 29 deg. 38 min. 19 sec. East, a distance of 1.75 feet;

THENCE North 49 deg. 47 min. 22 sec. East, a distance of 0.81 feet;

THENCE North 63 deg. 47 min. 38 sec. East, a distance of 0.80 feet;

THENCE North 68 deg. 22 min. 03 sec. East, a distance of 1.76 feet;

THENCE North 43 deg. 07 min. 37 sec. West, a distance of 3.08 feet;

THENCE North 39 deg. 22 min. 20 sec. West, a distance of 3.27 feet;

THENCE North 36 deg. 12 min. 17 sec. West, a distance of 2.27 feet;

THENCE North 34 deg. 54 min. 07 sec. West, a distance of 16.37 feet;

THENCE North 42 deg. 23 min. 51 sec. West, a distance of 31.74 feet;

THENCE North 41 deg. 49 min. 31 sec. West, a distance of 1.00 feet;

THENCE North 39 deg. 22 min. 36 sec. West, a distance of 3.27 feet;

THENCE North 35 deg. 37 min. 35 sec. West, a distance of 3.27 feet;

THENCE North 31 deg. 52 min. 24 sec. West, a distance of 3.27 feet;

THENCE North 29 deg. 45 min. 01 sec. West, a distance of 0.44 feet;

THENCE North 29 deg. 30 min. 02 sec. West, a distance of 28.55 feet;

THENCE North 39 deg. 02 min. 50 sec. West, a distance of 36.30 feet;

THENCE North 38 deg. 37 min. 14 sec. West, a distance of 0.75 feet;

THENCE North 38 deg. 11 min. 30 sec. West, a distance of 13.31 feet;

THENCE North 59 deg. 52 min. 31 sec. West, a distance of 12.88 feet;

THENCE North 59 deg. 44 min. 37 sec. West, a distance of 0.20 feet;

THENCE North 59 deg. 38 min. 48 sec. West, a distance of 15.64 feet;

THENCE North 57 deg. 56 min. 41 sec. West, a distance of 2.96 feet;

THENCE North 54 deg. 22 min. 25 sec. West, a distance of 3.27 feet;

THENCE North 50 deg. 37 min. 24 sec. West, a distance of 3.27 feet;

THENCE North 46 deg. 52 min. 38 sec. West, a distance of 3.27 feet;

THENCE North 43 deg. 07 min. 22 sec. West, a distance of 3.27 feet;

THENCE North 39 deg. 22 min. 36 sec. West, a distance of 3.27 feet;

THENCE North 35 deg. 37 min. 35 sec. West, a distance of 3.27 feet;

THENCE North 31 deg. 52 min. 24 sec. West, a distance of 3.27 feet;

THENCE North 28 deg. 07 min. 30 sec. West, a distance of 3.27 feet;

THENCE North 24 deg. 22 min. 32 sec. West, a distance of 3.27 feet;

THENCE North 20 deg. 37 min. 29 sec. West, a distance of 3.27 feet;

THENCE North 16 deg. 52 min. 33 sec. West, a distance of 3.27 feet;

THENCE North 13 deg. 07 min. 40 sec. West, a distance of 3.27 feet;

THENCE North 09 deg. 22 min. 18 sec. West, a distance of 3.27 feet;

THENCE North 07 deg. 06 min. 17 sec. West, a distance of 0.69 feet;

THENCE North 06 deg. 42 min. 34 sec. West, a distance of 6.58 feet;

THENCE North 69 deg. 28 min. 46 sec. West, a distance of 0.21 feet;

THENCE North 79 deg. 48 min. 09 sec. West, a distance of 1.05 feet;

THENCE North 79 deg. 09 min. 45 sec. West, a distance of 0.71 feet;

THENCE North 69 deg. 59 min. 35 sec. West, a distance of 1.21 feet;

THENCE North 75 deg. 37 min. 48 sec. West, a distance of 1.09 feet;

THENCE North 70 deg. 29 min. 28 sec. West, a distance of 0.74 feet;

THENCE North 45 deg. 56 min. 12 sec. West, a distance of 2.47 feet;

THENCE North 48 deg. 53 min. 00 sec. West, a distance of 1.97 feet;

THENCE North 57 deg. 31 min. 22 sec. West, a distance of 1.41 feet;

THENCE North 24 deg. 02 min. 42 sec. West, a distance of 2.61 feet;

THENCE North 46 deg. 01 min. 23 sec. West, a distance of 1.01 feet;

THENCE North 27 deg. 03 min. 01 sec. West, a distance of 2.55 feet;

THENCE North 41 deg. 37 min. 52 sec. West, a distance of 1.28 feet;

THENCE North 60 deg. 01 min. 32 sec. West, a distance of 2.12 feet;

THENCE North 70 deg. 20 min. 31 sec. West, a distance of 3.35 feet;

THENCE North 56 deg. 37 min. 48 sec. West, a distance of 2.90 feet;

THENCE North 52 deg. 37 min. 07 sec. West, a distance of 1.62 feet;

THENCE North 42 deg. 14 min. 04 sec. West, a distance of 1.49 feet;

THENCE North 46 deg. 01 min. 29 sec. West, a distance of 1.62 feet;

THENCE North 57 deg. 36 min. 31 sec. West, a distance of 1.46 feet;

THENCE North 44 deg. 18 min. 36 sec. West, a distance of 1.81 feet;

THENCE North 40 deg. 49 min. 42 sec. West, a distance of 0.97 feet;

THENCE North 56 deg. 41 min. 15 sec. West, a distance of 1.48 feet;

THENCE North 21 deg. 45 min. 06 sec. West, a distance of 1.41 feet;

THENCE North 27 deg. 32 min. 34 sec. West, a distance of 0.80 feet;

THENCE North 12 deg. 29 min. 59 sec. East, a distance of 1.47 feet;

THENCE North 28 deg. 56 min. 59 sec. East, a distance of 1.74 feet;

THENCE North 66 deg. 24 min. 14 sec. East, a distance of 0.81 feet;

THENCE North 61 deg. 07 min. 10 sec. East, a distance of 1.33 feet;

THENCE North 68 deg. 51 min. 02 sec. East, a distance of 1.64 feet;

THENCE North 65 deg. 11 min. 02 sec. East, a distance of 1.47 feet;

THENCE North 06 deg. 05 min. 04 sec. East, a distance of 1.01 feet;

THENCE North 14 deg. 32 min. 56 sec. East, a distance of 1.27 feet;

THENCE North 25 deg. 38 min. 52 sec. East, a distance of 1.40 feet;

THENCE North 08 deg. 25 min. 19 sec. East, a distance of 1.50 feet;

THENCE North 15 deg. 21 min. 27 sec. West, a distance of 1.24 feet;

THENCE North 60 deg. 40 min. 01 sec. West, a distance of 1.08 feet;

THENCE North 77 deg. 01 min. 02 sec. West, a distance of 0.84 feet;

THENCE North 66 deg. 17 min. 20 sec. West, a distance of 0.90 feet;

THENCE North 76 deg. 07 min. 55 sec. West, a distance of 2.03 feet;

THENCE North 30 deg. 02 min. 12 sec. West, a distance of 1.37 feet;

THENCE North 33 deg. 25 min. 22 sec. East, a distance of 1.79 feet;

THENCE North 26 deg. 11 min. 31 sec. East, a distance of 1.22 feet;

THENCE North 49 deg. 19 min. 17 sec. East, a distance of 3.69 feet;

THENCE North 68 deg. 12 min. 55 sec. East, a distance of 1.67 feet;

THENCE North 59 deg. 26 min. 01 sec. East, a distance of 0.75 feet;

THENCE North 89 deg. 14 min. 07 sec. East, a distance of 1.01 feet;

THENCE North 68 deg. 35 min. 45 sec. East, a distance of 1.54 feet;

THENCE North 63 deg. 22 min. 36 sec. East, a distance of 0.72 feet;

THENCE North 87 deg. 26 min. 39 sec. East, a distance of 0.91 feet;

THENCE North 84 deg. 31 min. 37 sec. East, a distance of 2.43 feet;

THENCE North 75 deg. 36 min. 47 sec. East, a distance of 2.67 feet;

THENCE South 65 deg. 52 min. 39 sec. East, a distance of 1.08 feet;

THENCE North 53 deg. 43 min. 36 sec. East, a distance of 3.39 feet;

THENCE North 74 deg. 16 min. 19 sec. East, a distance of 2.21 feet;

THENCE South 82 deg. 43 min. 26 sec. East, a distance of 1.02 feet;

THENCE North 86 deg. 50 min. 24 sec. East, a distance of 1.37 feet;

THENCE North 68 deg. 58 min. 31 sec. East, a distance of 0.74 feet;

THENCE South 81 deg. 20 min. 24 sec. East, a distance of 2.09 feet;

THENCE North 81 deg. 11 min. 26 sec. East, a distance of 1.02 feet;

THENCE North 83 deg. 19 min. 36 sec. East, a distance of 1.11 feet;

THENCE South 88 deg. 55 min. 14 sec. East, a distance of 0.89 feet;

THENCE South 82 deg. 54 min. 31 sec. East, a distance of 1.04 feet;

THENCE South 76 deg. 58 min. 25 sec. East, a distance of 0.84 feet;

THENCE South 79 deg. 34 min. 09 sec. East, a distance of 1.03 feet;

THENCE South 85 deg. 38 min. 41 sec. East, a distance of 0.96 feet;

THENCE South 84 deg. 08 min. 38 sec. East, a distance of 1.98 feet;

THENCE South 85 deg. 20 min. 43 sec. East, a distance of 1.20 feet;

THENCE South 84 deg. 18 min. 08 sec. East, a distance of 1.01 feet;

THENCE South 85 deg. 57 min. 51 sec. East, a distance of 2.05 feet;

THENCE South 82 deg. 52 min. 14 sec. East, a distance of 1.04 feet;

THENCE South 83 deg. 49 min. 38 sec. East, a distance of 0.94 feet;

THENCE South 86 deg. 26 min. 21 sec. East, a distance of 1.52 feet;

THENCE North 89 deg. 13 min. 45 sec. East, a distance of 1.49 feet;

THENCE South 89 deg. 07 min. 26 sec. East, a distance of 0.70 feet;

THENCE North 50 deg. 37 min. 24 sec. East, a distance of 1.69 feet;

THENCE North 54 deg. 22 min. 25 sec. East, a distance of 3.27 feet;

THENCE North 58 deg. 07 min. 36 sec. East, a distance of 3.27 feet;

THENCE North 61 deg. 52 min. 30 sec. East, a distance of 3.27 feet;

THENCE North 65 deg. 37 min. 28 sec. East, a distance of 3.27 feet;

THENCE North 69 deg. 18 min. 28 sec. East, a distance of 3.15 feet;

THENCE North 71 deg. 06 min. 51 sec. East, a distance of 14.03 feet;

THENCE North 71 deg. 06 min. 50 sec. East, a distance of 0.12 feet;

THENCE North 73 deg. 07 min. 33 sec. East, a distance of 3.27 feet;

THENCE North 76 deg. 52 min. 40 sec. East, a distance of 3.27 feet;

THENCE North 80 deg. 37 min. 22 sec. East, a distance of 3.27 feet;

THENCE North 84 deg. 22 min. 41 sec. East, a distance of 3.27 feet;

THENCE North 88 deg. 07 min. 15 sec. East, a distance of 3.27 feet;

THENCE South 88 deg. 29 min. 13 sec. East, a distance of 2.63 feet;

THENCE South 86 deg. 58 min. 51 sec. East, a distance of 7.90 feet;

THENCE North 07 deg. 47 min. 21 sec. West, a distance of 5.62 feet;

THENCE North 07 deg. 35 min. 59 sec. West, a distance of 0.25 feet;

THENCE North 06 deg. 35 min. 23 sec. West, a distance of 1.50 feet;

THENCE North 39 deg. 56 min. 13 sec. West, a distance of 10.99 feet;

THENCE North 38 deg. 42 min. 59 sec. West, a distance of 2.13 feet;

THENCE North 35 deg. 37 min. 23 sec. West, a distance of 3.27 feet;

THENCE North 31 deg. 52 min. 41 sec. West, a distance of 3.27 feet;

THENCE North 28 deg. 07 min. 30 sec. West, a distance of 3.27 feet;

THENCE North 24 deg. 22 min. 32 sec. West, a distance of 3.27 feet;

THENCE North 20 deg. 37 min. 36 sec. West, a distance of 3.27 feet;

THENCE North 16 deg. 52 min. 27 sec. West, a distance of 3.27 feet;

THENCE North 13 deg. 40 min. 01 sec. West, a distance of 2.32 feet;

THENCE North 12 deg. 20 min. 14 sec. West, a distance of 4.61 feet;

THENCE North 19 deg. 46 min. 39 sec. West, a distance of 8.78 feet;

THENCE North 43 deg. 49 min. 52 sec. West, a distance of 30.90 feet;

THENCE North 43 deg. 35 min. 35 sec. West, a distance of 0.33 feet;

THENCE North 43 deg. 27 min. 07 sec. West, a distance of 12.36 feet;

THENCE North 43 deg. 53 min. 53 sec. West, a distance of 15.60 feet;

THENCE North 48 deg. 07 min. 21 sec. West, a distance of 7.50 feet;

THENCE North 46 deg. 33 min. 42 sec. West, a distance of 2.72 feet;

THENCE North 43 deg. 07 min. 22 sec. West, a distance of 3.27 feet;

THENCE North 39 deg. 22 min. 36 sec. West, a distance of 3.27 feet;

THENCE North 35 deg. 37 min. 35 sec. West, a distance of 3.27 feet;

THENCE North 31 deg. 52 min. 24 sec. West, a distance of 3.27 feet;

THENCE North 28 deg. 07 min. 48 sec. West, a distance of 3.27 feet;

THENCE North 24 deg. 29 min. 58 sec. West, a distance of 3.05 feet;

THENCE North 22 deg. 45 min. 01 sec. West, a distance of 8.06 feet;

THENCE North 22 deg. 38 min. 47 sec. West, a distance of 0.22 feet;

THENCE North 20 deg. 37 min. 36 sec. West, a distance of 3.27 feet;

THENCE North 16 deg. 52 min. 07 sec. West, a distance of 3.27 feet;

THENCE North 13 deg. 07 min. 40 sec. West, a distance of 3.27 feet;

THENCE North 09 deg. 22 min. 38 sec. West, a distance of 3.27 feet;

THENCE North 05 deg. 37 min. 21 sec. West, a distance of 3.27 feet;

THENCE North 01 deg. 52 min. 23 sec. West, a distance of 3.27 feet;

THENCE North 01 deg. 42 min. 48 sec. East, a distance of 3.00 feet;

THENCE North 03 deg. 26 min. 03 sec. East, a distance of 12.01 feet;

THENCE North 03 deg. 36 min. 53 sec. East, a distance of 0.28 feet;

THENCE North 05 deg. 37 min. 19 sec. East, a distance of 3.27 feet;

THENCE North 09 deg. 22 min. 38 sec. East, a distance of 3.27 feet;

THENCE North 13 deg. 07 min. 20 sec. East, a distance of 3.27 feet;

THENCE North 16 deg. 52 min. 33 sec. East, a distance of 3.27 feet;

THENCE North 20 deg. 37 min. 29 sec. East, a distance of 3.27 feet;

THENCE North 23 deg. 35 min. 23 sec. East, a distance of 1.90 feet;

THENCE North 24 deg. 40 min. 39 sec. East, a distance of 9.77 feet;

THENCE North 25 deg. 27 min. 01 sec. East, a distance of 1.37 feet;

THENCE North 28 deg. 07 min. 48 sec. East, a distance of 3.27 feet;

THENCE North 30 deg. 28 min. 37 sec. East, a distance of 0.84 feet;

THENCE North 30 deg. 57 min. 45 sec. East, a distance of 8.39 feet;

THENCE North 32 deg. 21 min. 22 sec. East, a distance of 2.43 feet;

THENCE North 35 deg. 37 min. 35 sec. East, a distance of 3.27 feet;

THENCE North 39 deg. 22 min. 36 sec. East, a distance of 3.27 feet;

THENCE North 43 deg. 07 min. 22 sec. East, a distance of 3.27 feet;

THENCE North 46 deg. 52 min. 38 sec. East, a distance of 3.27 feet;

THENCE North 50 deg. 37 min. 24 sec. East, a distance of 3.27 feet;

THENCE North 54 deg. 22 min. 37 sec. East, a distance of 3.27 feet;

THENCE North 56 deg. 41 min. 51 sec. East, a distance of 0.78 feet;

THENCE North 57 deg. 08 min. 36 sec. East, a distance of 6.68 feet;

THENCE North 34 deg. 59 min. 33 sec. East, a distance of 3.31 feet;

THENCE North 35 deg. 05 min. 37 sec. East, a distance of 0.20 feet;

THENCE North 35 deg. 13 min. 48 sec. East, a distance of 0.29 feet;

THENCE North 08 deg. 20 min. 01 sec. East, a distance of 14.05 feet;

THENCE North 05 deg. 17 min. 18 sec. East, a distance of 7.30 feet;

THENCE North 12 deg. 55 min. 22 sec. West, a distance of 1.59 feet;

THENCE North 12 deg. 04 min. 53 sec. West, a distance of 1.46 feet;

THENCE North 09 deg. 41 min. 34 sec. West, a distance of 2.72 feet;

THENCE North 08 deg. 07 min. 49 sec. West, a distance of 12.74 feet;

THENCE North 37 deg. 56 min. 28 sec. West, a distance of 5.76 feet;

THENCE South 44 deg. 35 min. 09 sec. West, a distance of 0.64 feet;

THENCE South 46 deg. 07 min. 39 sec. West, a distance of 2.00 feet;

THENCE South 36 deg. 21 min. 57 sec. West, a distance of 1.07 feet;

THENCE South 20 deg. 02 min. 27 sec. West, a distance of 2.23 feet;

THENCE South 12 deg. 19 min. 39 sec. West, a distance of 1.38 feet;

THENCE South 17 deg. 29 min. 32 sec. West, a distance of 1.53 feet;

THENCE South 10 deg. 32 min. 49 sec. West, a distance of 1.22 feet;

THENCE South 16 deg. 49 min. 24 sec. West, a distance of 1.83 feet;

THENCE South 12 deg. 20 min. 06 sec. West, a distance of 1.38 feet;

THENCE South 06 deg. 23 min. 04 sec. West, a distance of 1.93 feet;

THENCE South 12 deg. 28 min. 18 sec. West, a distance of 1.47 feet;

THENCE South 04 deg. 44 min. 42 sec. West, a distance of 1.00 feet;

THENCE South 02 deg. 29 min. 10 sec. West, a distance of 1.69 feet;

THENCE South 14 deg. 32 min. 14 sec. East, a distance of 1.41 feet;

THENCE South 76 deg. 02 min. 04 sec. West, a distance of 1.87 feet;

THENCE North 88 deg. 12 min. 45 sec. West, a distance of 1.27 feet;

THENCE North 69 deg. 07 min. 21 sec. West, a distance of 1.24 feet;

THENCE North 74 deg. 12 min. 47 sec. West, a distance of 0.70 feet;

THENCE North 56 deg. 47 min. 47 sec. West, a distance of 0.87 feet;

THENCE North 61 deg. 18 min. 53 sec. West, a distance of 1.10 feet;

THENCE North 57 deg. 59 min. 16 sec. West, a distance of 1.74 feet;

THENCE North 67 deg. 45 min. 31 sec. West, a distance of 1.46 feet;

THENCE North 55 deg. 54 min. 35 sec. West, a distance of 1.20 feet;

THENCE North 59 deg. 05 min. 44 sec. West, a distance of 1.52 feet;

THENCE North 60 deg. 53 min. 56 sec. West, a distance of 1.61 feet;

THENCE North 53 deg. 51 min. 20 sec. West, a distance of 1.71 feet;

THENCE North 55 deg. 15 min. 05 sec. West, a distance of 1.92 feet;

THENCE North 58 deg. 06 min. 18 sec. West, a distance of 0.74 feet;

THENCE North 67 deg. 45 min. 31 sec. West, a distance of 1.46 feet;

THENCE North 55 deg. 47 min. 11 sec. West, a distance of 1.49 feet;

THENCE North 78 deg. 54 min. 09 sec. West, a distance of 0.83 feet;

THENCE North 62 deg. 03 min. 16 sec. West, a distance of 1.72 feet;

THENCE North 68 deg. 39 min. 45 sec. West, a distance of 1.06 feet;

THENCE North 72 deg. 20 min. 43 sec. West, a distance of 1.26 feet;

THENCE North 68 deg. 35 min. 11 sec. West, a distance of 3.63 feet;

THENCE North 83 deg. 12 min. 25 sec. West, a distance of 0.87 feet;

THENCE North 70 deg. 42 min. 07 sec. West, a distance of 3.24 feet;

THENCE North 55 deg. 55 min. 10 sec. West, a distance of 1.55 feet;

THENCE North 40 deg. 21 min. 50 sec. West, a distance of 2.26 feet;

THENCE North 39 deg. 51 min. 40 sec. West, a distance of 2.21 feet;

THENCE North 35 deg. 47 min. 08 sec. West, a distance of 1.46 feet;

THENCE North 26 deg. 50 min. 04 sec. West, a distance of 1.75 feet;

THENCE North 13 deg. 59 min. 56 sec. West, a distance of 1.47 feet;

THENCE North 17 deg. 34 min. 16 sec. West, a distance of 1.16 feet;

THENCE North 12 deg. 51 min. 58 sec. West, a distance of 1.37 feet;

THENCE North 08 deg. 31 min. 06 sec. East, a distance of 1.04 feet;

THENCE North 04 deg. 22 min. 59 sec. West, a distance of 3.80 feet;

THENCE North 02 deg. 42 min. 36 sec. East, a distance of 2.37 feet;

THENCE North 06 deg. 06 min. 03 sec. East, a distance of 1.01 feet;

THENCE North 05 deg. 35 min. 27 sec. West, a distance of 0.86 feet;

THENCE North 05 deg. 02 min. 28 sec. West, a distance of 1.29 feet;

THENCE North 05 deg. 42 min. 45 sec. West, a distance of 5.56 feet;

THENCE North 13 deg. 10 min. 42 sec. West, a distance of 1.23 feet;

THENCE North 18 deg. 25 min. 47 sec. West, a distance of 1.11 feet;

THENCE North 15 deg. 55 min. 07 sec. West, a distance of 1.74 feet;

THENCE North 15 deg. 05 min. 45 sec. West, a distance of 1.36 feet;

THENCE North 06 deg. 16 min. 11 sec. West, a distance of 1.00 feet;

THENCE North 08 deg. 10 min. 09 sec. West, a distance of 2.79 feet;

THENCE North 15 deg. 44 min. 10 sec. West, a distance of 1.95 feet;

THENCE North 06 deg. 05 min. 26 sec. West, a distance of 1.29 feet;

THENCE North 13 deg. 43 min. 53 sec. West, a distance of 0.24 feet;

THENCE North 48 deg. 12 min. 45 sec. West, a distance of 7.29 feet;

THENCE North 53 deg. 55 min. 03 sec. West, a distance of 0.62 feet;

THENCE North 63 deg. 20 min. 50 sec. West, a distance of 0.73 feet;

THENCE North 63 deg. 16 min. 00 sec. West, a distance of 1.30 feet;

THENCE North 64 deg. 35 min. 32 sec. West, a distance of 2.01 feet;

THENCE North 53 deg. 56 min. 00 sec. West, a distance of 1.62 feet;

THENCE North 58 deg. 38 min. 50 sec. West, a distance of 1.02 feet;

THENCE North 58 deg. 57 min. 39 sec. West, a distance of 2.65 feet;

THENCE North 54 deg. 44 min. 50 sec. West, a distance of 2.67 feet;

THENCE North 47 deg. 49 min. 19 sec. West, a distance of 0.75 feet;

THENCE North 55 deg. 15 min. 02 sec. West, a distance of 5.16 feet;

THENCE North 52 deg. 09 min. 50 sec. West, a distance of 2.24 feet;

THENCE North 48 deg. 31 min. 16 sec. West, a distance of 1.23 feet;

THENCE North 56 deg. 39 min. 26 sec. West, a distance of 2.09 feet;

THENCE North 64 deg. 08 min. 58 sec. West, a distance of 1.53 feet;

THENCE North 80 deg. 29 min. 02 sec. West, a distance of 1.44 feet;

THENCE North 80 deg. 14 min. 27 sec. West, a distance of 1.56 feet;

THENCE North 72 deg. 34 min. 00 sec. West, a distance of 1.19 feet;

THENCE North 83 deg. 36 min. 12 sec. West, a distance of 0.92 feet;

THENCE North 80 deg. 15 min. 23 sec. West, a distance of 2.66 feet;

THENCE North 81 deg. 36 min. 24 sec. West, a distance of 2.33 feet;

THENCE North 84 deg. 19 min. 15 sec. West, a distance of 1.01 feet;

THENCE North 81 deg. 56 min. 57 sec. West, a distance of 1.68 feet;

THENCE North 74 deg. 11 min. 16 sec. West, a distance of 1.20 feet;

THENCE North 64 deg. 24 min. 10 sec. West, a distance of 1.29 feet;

THENCE North 45 deg. 53 min. 51 sec. West, a distance of 1.66 feet;

THENCE North 34 deg. 08 min. 52 sec. West, a distance of 1.26 feet;

THENCE North 44 deg. 31 min. 58 sec. West, a distance of 1.42 feet;

THENCE North 34 deg. 25 min. 26 sec. West, a distance of 0.99 feet;

THENCE North 31 deg. 29 min. 04 sec. West, a distance of 2.49 feet;

THENCE North 47 deg. 22 min. 29 sec. West, a distance of 1.29 feet;

THENCE North 34 deg. 40 min. 39 sec. West, a distance of 1.20 feet;

THENCE North 36 deg. 56 min. 27 sec. West, a distance of 2.44 feet;

THENCE North 25 deg. 23 min. 18 sec. West, a distance of 1.04 feet;

THENCE North 13 deg. 24 min. 16 sec. West, a distance of 2.19 feet;

THENCE North 16 deg. 24 min. 57 sec. West, a distance of 0.89 feet;

THENCE North 11 deg. 48 min. 43 sec. West, a distance of 2.88 feet;

THENCE North 12 deg. 09 min. 01 sec. West, a distance of 2.80 feet;

THENCE North 14 deg. 16 min. 19 sec. West, a distance of 1.64 feet;

THENCE North 13 deg. 31 min. 37 sec. West, a distance of 1.52 feet;

THENCE North 11 deg. 37 min. 57 sec. West, a distance of 2.03 feet;

THENCE North 10 deg. 51 min. 01 sec. West, a distance of 1.51 feet;

THENCE North 21 deg. 53 min. 16 sec. West, a distance of 1.13 feet;

THENCE North 00 deg. 45 min. 49 sec. West, a distance of 3.94 feet;

THENCE North 13 deg. 28 min. 10 sec. East, a distance of 1.56 feet;

THENCE North 08 deg. 05 min. 21 sec. East, a distance of 1.56 feet;

THENCE North 06 deg. 05 min. 11 sec. East, a distance of 0.62 feet;

THENCE South 88 deg. 21 min. 01 sec. East, a distance of 8.62 feet;

THENCE North 14 deg. 44 min. 58 sec. East, a distance of 1.82 feet;

THENCE South 87 deg. 55 min. 22 sec. East, a distance of 90.93 feet;

THENCE North 49 deg. 59 min. 15 sec. East, a distance of 0.88 feet;

THENCE North 49 deg. 59 min. 16 sec. East, a distance of 0.47 feet;

THENCE North 49 deg. 59 min. 15 sec. East, a distance of 1.72 feet;

THENCE North 65 deg. 06 min. 08 sec. East, a distance of 2.96 feet;

THENCE North 78 deg. 43 min. 24 sec. East, a distance of 1.40 feet;

THENCE North 89 deg. 02 min. 08 sec. East, a distance of 1.64 feet;

THENCE South 83 deg. 08 min. 51 sec. East, a distance of 1.73 feet;

THENCE South 74 deg. 36 min. 05 sec. East, a distance of 7.75 feet;

THENCE South 53 deg. 27 min. 53 sec. East, a distance of 3.31 feet;

THENCE South 87 deg. 55 min. 22 sec. East, a distance of 40.04 feet;

THENCE South 42 deg. 58 min. 08 sec. East, a distance of 4.12 feet;

THENCE South 42 deg. 06 min. 37 sec. East, a distance of 1.50 feet;

THENCE South 39 deg. 22 min. 36 sec. East, a distance of 3.27 feet;

THENCE South 37 deg. 20 min. 45 sec. East, a distance of 0.32 feet;

THENCE South 37 deg. 07 min. 41 sec. East, a distance of 17.83 feet;

THENCE South 37 deg. 56 min. 31 sec. East, a distance of 22.61 feet;

THENCE South 37 deg. 44 min. 49 sec. East, a distance of 0.39 feet;

THENCE South 35 deg. 37 min. 35 sec. East, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 30 sec. East, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 29 sec. East, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 33 sec. East, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 35 sec. East, a distance of 3.27 feet;

THENCE South 09 deg. 41 min. 09 sec. East, a distance of 2.72 feet;

THENCE South 08 deg. 07 min. 50 sec. East, a distance of 23.95 feet;

THENCE South 12 deg. 55 min. 33 sec. East, a distance of 7.51 feet;

THENCE South 12 deg. 04 min. 53 sec. East, a distance of 1.46 feet;

THENCE South 09 deg. 22 min. 42 sec. East, a distance of 3.27 feet;

THENCE South 05 deg. 37 min. 19 sec. East, a distance of 3.27 feet;

THENCE South 01 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 01 deg. 52 min. 23 sec. West, a distance of 3.27 feet;

THENCE South 04 deg. 31 min. 23 sec. West, a distance of 1.34 feet;

THENCE South 05 deg. 17 min. 22 sec. West, a distance of 16.65 feet;

THENCE South 06 deg. 23 min. 50 sec. West, a distance of 1.93 feet;

THENCE South 07 deg. 54 min. 51 sec. West, a distance of 0.73 feet;

THENCE South 08 deg. 19 min. 59 sec. West, a distance of 21.45 feet;

THENCE South 09 deg. 47 min. 20 sec. West, a distance of 2.55 feet;

THENCE South 13 deg. 07 min. 40 sec. West, a distance of 3.27 feet;

THENCE South 15 deg. 20 min. 54 sec. West, a distance of 0.62 feet;

THENCE South 15 deg. 42 min. 34 sec. West, a distance of 7.97 feet;

THENCE South 17 deg. 13 min. 47 sec. West, a distance of 2.65 feet;

THENCE South 20 deg. 37 min. 29 sec. West, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 21 sec. West, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 38 sec. West, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 24 sec. West, a distance of 3.27 feet;

THENCE South 34 deg. 29 min. 17 sec. West, a distance of 1.28 feet;

THENCE South 35 deg. 13 min. 06 sec. West, a distance of 9.61 feet;

THENCE South 17 deg. 40 min. 03 sec. East, a distance of 0.62 feet;

THENCE South 19 deg. 47 min. 28 sec. East, a distance of 1.84 feet;

THENCE South 03 deg. 20 min. 34 sec. West, a distance of 1.35 feet;

THENCE South 08 deg. 15 min. 10 sec. East, a distance of 1.84 feet;

THENCE South 10 deg. 27 min. 02 sec. East, a distance of 3.71 feet;

THENCE South 01 deg. 13 min. 14 sec. West, a distance of 1.37 feet;

THENCE South 16 deg. 27 min. 01 sec. West, a distance of 2.27 feet;

THENCE South 19 deg. 15 min. 25 sec. West, a distance of 0.91 feet;

THENCE South 19 deg. 49 min. 30 sec. West, a distance of 1.43 feet;

THENCE South 15 deg. 56 min. 55 sec. West, a distance of 0.83 feet;

THENCE South 41 deg. 32 min. 02 sec. West, a distance of 2.82 feet;

THENCE South 39 deg. 59 min. 00 sec. West, a distance of 1.54 feet;

THENCE South 55 deg. 01 min. 53 sec. West, a distance of 1.94 feet;

THENCE South 43 deg. 27 min. 09 sec. East, a distance of 0.10 feet;

THENCE South 43 deg. 49 min. 51 sec. East, a distance of 41.39 feet;

THENCE South 42 deg. 32 min. 17 sec. East, a distance of 2.25 feet;

THENCE South 39 deg. 22 min. 36 sec. East, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 35 sec. East, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 30 sec. East, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE South 21 deg. 08 min. 05 sec. East, a distance of 2.38 feet;

THENCE South 19 deg. 46 min. 35 sec. East, a distance of 22.68 feet;

THENCE South 19 deg. 15 min. 30 sec. East, a distance of 0.90 feet;

THENCE South 16 deg. 53 min. 23 sec. East, a distance of 0.66 feet;

THENCE South 39 deg. 55 min. 52 sec. East, a distance of 0.69 feet;

THENCE South 42 deg. 18 min. 57 sec. East, a distance of 12.60 feet;

THENCE South 41 deg. 46 min. 58 sec. East, a distance of 0.93 feet;

THENCE South 39 deg. 22 min. 36 sec. East, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 23 sec. East, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 30 sec. East, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 36 sec. East, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 27 sec. East, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 40 sec. East, a distance of 3.27 feet;

THENCE South 09 deg. 22 min. 18 sec. East, a distance of 3.27 feet;

THENCE South 05 deg. 37 min. 42 sec. East, a distance of 3.27 feet;

THENCE South 03 deg. 06 min. 23 sec. East, a distance of 1.11 feet;

THENCE South 02 deg. 28 min. 51 sec. East, a distance of 12.80 feet;

THENCE South 07 deg. 47 min. 13 sec. East, a distance of 14.94 feet;

THENCE South 33 deg. 00 min. 26 sec. East, a distance of 0.33 feet;

THENCE South 21 deg. 16 min. 31 sec. East, a distance of 0.82 feet;

THENCE South 07 deg. 04 min. 22 sec. East, a distance of 2.18 feet;

THENCE South 07 deg. 36 min. 34 sec. East, a distance of 1.01 feet;

THENCE South 05 deg. 05 min. 20 sec. West, a distance of 1.18 feet;

THENCE South 10 deg. 37 min. 16 sec. East, a distance of 0.84 feet;

THENCE South 26 deg. 09 min. 31 sec. West, a distance of 0.15 feet;

THENCE South 07 deg. 47 min. 13 sec. East, a distance of 4.67 feet;

THENCE South 07 deg. 36 min. 34 sec. East, a distance of 0.25 feet;

THENCE South 05 deg. 37 min. 40 sec. East, a distance of 3.27 feet;

THENCE South 01 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 01 deg. 16 min. 11 sec. West, a distance of 2.22 feet;

THENCE South 02 deg. 32 min. 43 sec. West, a distance of 10.80 feet;

THENCE South 03 deg. 08 min. 50 sec. West, a distance of 1.05 feet;

THENCE South 05 deg. 37 min. 21 sec. West, a distance of 3.27 feet;

THENCE South 09 deg. 22 min. 38 sec. West, a distance of 3.27 feet;

THENCE South 12 deg. 20 min. 38 sec. West, a distance of 1.92 feet;

THENCE South 13 deg. 26 min. 58 sec. West, a distance of 4.78 feet;

THENCE South 35 deg. 47 min. 10 sec. East, a distance of 0.50 feet;

THENCE South 09 deg. 35 min. 15 sec. East, a distance of 3.76 feet;

THENCE South 10 deg. 08 min. 45 sec. East, a distance of 5.01 feet;

THENCE South 18 deg. 52 min. 50 sec. East, a distance of 1.08 feet;

THENCE South 18 deg. 33 min. 51 sec. East, a distance of 2.67 feet;

THENCE South 29 deg. 36 min. 33 sec. East, a distance of 0.95 feet;

THENCE South 01 deg. 29 min. 54 sec. East, a distance of 3.74 feet;

THENCE South 34 deg. 00 min. 59 sec. West, a distance of 0.80 feet;

THENCE South 27 deg. 34 min. 44 sec. West, a distance of 2.17 feet;

THENCE South 55 deg. 02 min. 45 sec. West, a distance of 1.63 feet;

THENCE South 41 deg. 58 min. 51 sec. West, a distance of 1.56 feet;

THENCE South 47 deg. 55 min. 58 sec. West, a distance of 0.73 feet;

THENCE South 44 deg. 03 min. 25 sec. West, a distance of 4.43 feet;

THENCE South 54 deg. 57 min. 20 sec. West, a distance of 2.79 feet;

THENCE South 57 deg. 02 min. 43 sec. West, a distance of 1.45 feet;

THENCE South 57 deg. 18 min. 24 sec. West, a distance of 1.19 feet;

THENCE South 55 deg. 30 min. 05 sec. West, a distance of 1.64 feet;

THENCE South 52 deg. 43 min. 57 sec. West, a distance of 1.34 feet;

THENCE South 45 deg. 47 min. 47 sec. West, a distance of 1.62 feet;

THENCE South 50 deg. 25 min. 14 sec. West, a distance of 0.38 feet;

THENCE South 24 deg. 38 min. 50 sec. West, a distance of 4.04 feet;

THENCE South 17 deg. 56 min. 32 sec. East, a distance of 8.10 feet;

THENCE South 17 deg. 23 min. 26 sec. East, a distance of 0.98 feet;

THENCE South 16 deg. 49 min. 13 sec. East, a distance of 26.15 feet;

THENCE South 29 deg. 30 min. 00 sec. East, a distance of 21.51 feet;

THENCE South 42 deg. 23 min. 50 sec. East, a distance of 29.36 feet;

THENCE South 41 deg. 49 min. 31 sec. East, a distance of 1.00 feet;

THENCE South 39 deg. 22 min. 36 sec. East, a distance of 3.27 feet;

THENCE South 36 deg. 11 min. 53 sec. East, a distance of 2.27 feet;

THENCE South 34 deg. 54 min. 10 sec. East, a distance of 10.87 feet;

THENCE South 54 deg. 49 min. 10 sec. East, a distance of 17.66 feet;

THENCE South 58 deg. 18 min. 27 sec. East, a distance of 33.52 feet;

THENCE South 57 deg. 16 min. 27 sec. East, a distance of 1.80 feet;

THENCE South 54 deg. 22 min. 37 sec. East, a distance of 3.27 feet;

THENCE South 50 deg. 37 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 46 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 43 deg. 54 min. 52 sec. East, a distance of 1.90 feet;

THENCE South 42 deg. 49 min. 32 sec. East, a distance of 32.73 feet;

THENCE South 42 deg. 19 min. 49 sec. East, a distance of 0.83 feet;

THENCE South 41 deg. 52 min. 42 sec. East, a distance of 22.80 feet;

THENCE South 41 deg. 33 min. 14 sec. East, a distance of 0.55 feet;

THENCE South 39 deg. 22 min. 20 sec. East, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 35 sec. East, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 41 sec. East, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 30 sec. East, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 29 sec. East, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 13 sec. East, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 40 sec. East, a distance of 3.27 feet;

THENCE South 09 deg. 56 min. 08 sec. East, a distance of 2.30 feet;

THENCE South 08 deg. 36 min. 54 sec. East, a distance of 7.29 feet;

THENCE South 89 deg. 52 min. 18 sec. East, a distance of 15.01 feet;

THENCE South 04 deg. 27 min. 14 sec. East, a distance of 1.49 feet;

THENCE South 01 deg. 23 min. 15 sec. East, a distance of 8.85 feet;

THENCE South 02 deg. 14 min. 42 sec. West, a distance of 4.57 feet;

THENCE South 05 deg. 45 min. 35 sec. West, a distance of 7.81 feet;

THENCE South 05 deg. 37 min. 44 sec. West, a distance of 2.15 feet;

THENCE South 09 deg. 20 min. 55 sec. West, a distance of 10.52 feet;

THENCE South 11 deg. 28 min. 10 sec. West, a distance of 5.55 feet;

THENCE South 13 deg. 36 min. 45 sec. West, a distance of 11.40 feet;

THENCE South 15 deg. 52 min. 01 sec. West, a distance of 11.32 feet;

THENCE South 02 deg. 40 min. 24 sec. East, a distance of 2.88 feet;

THENCE South 02 deg. 20 min. 10 sec. East, a distance of 7.88 feet;

THENCE South 11 deg. 20 min. 45 sec. East, a distance of 7.32 feet;

THENCE South 07 deg. 17 min. 24 sec. East, a distance of 17.52 feet;

THENCE South 00 deg. 00 min. 33 sec. East, a distance of 14.56 feet;

THENCE South 08 deg. 59 min. 53 sec. West, a distance of 12.45 feet;

THENCE South 24 deg. 01 min. 31 sec. West, a distance of 9.56 feet;

THENCE South 51 deg. 42 min. 46 sec. West, a distance of 11.53 feet;

THENCE South 72 deg. 42 min. 50 sec. West, a distance of 16.64 feet;

THENCE South 09 deg. 27 min. 42 sec. East, a distance of 17.63 feet;

THENCE South 08 deg. 29 min. 03 sec. East, a distance of 1.71 feet;

THENCE South 05 deg. 37 min. 40 sec. East, a distance of 3.27 feet;

THENCE South 01 deg. 52 min. 24 sec. East, a distance of 3.27 feet;

THENCE South 01 deg. 52 min. 23 sec. West, a distance of 3.27 feet;

THENCE South 05 deg. 37 min. 42 sec. West, a distance of 3.27 feet;

THENCE South 09 deg. 22 min. 18 sec. West, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 40 sec. West, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 27 sec. West, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 36 sec. West, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 32 sec. West, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 30 sec. West, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 24 sec. West, a distance of 3.27 feet;

THENCE South 35 deg. 37 min. 23 sec. West, a distance of 3.27 feet;

THENCE South 38 deg. 15 min. 05 sec. West, a distance of 1.30 feet;

THENCE South 38 deg. 59 min. 29 sec. West, a distance of 5.16 feet;

THENCE South 44 deg. 06 min. 53 sec. East, a distance of 8.11 feet;

THENCE South 47 deg. 00 min. 28 sec. East, a distance of 19.93 feet;

THENCE South 47 deg. 22 min. 34 sec. East, a distance of 16.25 feet;

THENCE South 55 deg. 32 min. 50 sec. East, a distance of 12.57 feet;

THENCE South 58 deg. 13 min. 34 sec. East, a distance of 28.92 feet;

THENCE South 52 deg. 59 min. 39 sec. East, a distance of 16.64 feet;

THENCE South 53 deg. 24 min. 44 sec. East, a distance of 10.87 feet;

THENCE South 48 deg. 00 min. 07 sec. East, a distance of 13.07 feet;

THENCE South 30 deg. 59 min. 33 sec. East, a distance of 7.53 feet;

THENCE South 21 deg. 31 min. 35 sec. East, a distance of 11.51 feet;

THENCE South 10 deg. 01 min. 01 sec. East, a distance of 12.55 feet to the **POINT OF BEGINNING**, containing 145,655 square feet or 3.344 acres of land, more or less.

LEGAL DESCRIPTION OF
ESA TRACT 2

All that certain lot, tract, or parcel of land, situated in a portion of the Mary L. Austin Survey, Abstract No. 4, City of Denton, Denton County, Texas, being part of that certain called 53.865 net acre tract described in a deed to Neil A. Bickley and Ronald W. Atkins recorded in Instrument No. 2024-128262 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

COMMENCING at a 1/2" iron rod found (bent) for an angle point in the North line of said 53.865 net acre tract, the Southeast corner of Lot 2, Block 2 of Municipal Utility Addition recorded in Document No. 2009-139 Plat Records of Denton County, Texas (PRDCT) and the Southwest corner of Lot 1, Block A of Binker Substation Addition recorded in Document No. 2017-439 (PRDCT);

THENCE South 87 deg. 58 min. 49 sec. East along said North line and the South line of said Lot 1, Block A, a distance of 243.21 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 87 deg. 58 min. 49 sec. East continuing along said North and South lines, a distance of 119.16 feet to a point, from which a 1/2" iron rod found (bent) for an angle point in the North line of said 53.865 net acre tract, the Southeast corner of said Lot 1, Block A and the Southwest corner of called 24.14 acre Tract 1 described in Deed to Medanjo Partners, LTD recorded in Document No. 2018-75291 (DRDCT) bears South 87 deg. 58 min. 49 sec. East – 45.44 feet;

THENCE South 28 deg. 07 min. 11 sec. East departing said North and South lines, a distance of 2.91 feet;

THENCE South 24 deg. 22 min. 40 sec. East, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 01 sec. East, a distance of 0.76 feet;

THENCE South 39 deg. 22 min. 05 sec. East, a distance of 4.30 feet;

THENCE South 38 deg. 25 min. 51 sec. East, a distance of 1.63 feet;

THENCE South 35 deg. 37 min. 35 sec. East, a distance of 3.27 feet;

THENCE South 31 deg. 52 min. 41 sec. East, a distance of 3.27 feet;

THENCE South 28 deg. 07 min. 30 sec. East, a distance of 3.27 feet;

THENCE South 24 deg. 22 min. 32 sec. East, a distance of 3.27 feet;

THENCE South 20 deg. 37 min. 09 sec. East, a distance of 3.27 feet;

THENCE South 16 deg. 52 min. 33 sec. East, a distance of 3.27 feet;

THENCE South 13 deg. 07 min. 35 sec. East, a distance of 3.27 feet;

THENCE South 10 deg. 32 min. 32 sec. East, a distance of 1.22 feet;

THENCE South 09 deg. 50 min. 51 sec. East, a distance of 8.68 feet;

THENCE South 08 deg. 40 min. 22 sec. East, a distance of 2.05 feet;

THENCE South 07 deg. 17 min. 45 sec. East, a distance of 0.38 feet;

THENCE South 07 deg. 03 min. 31 sec. East, a distance of 4.40 feet;

THENCE North 87 deg. 55 min. 22 sec. West, a distance of 113.70 feet;

THENCE North 46 deg. 31 min. 28 sec. West, a distance of 0.15 feet;

THENCE North 45 deg. 45 min. 33 sec. West, a distance of 1.33 feet;

THENCE North 43 deg. 07 min. 51 sec. West, a distance of 3.27 feet;

THENCE North 40 deg. 17 min. 51 sec. West, a distance of 1.64 feet;

THENCE North 39 deg. 22 min. 01 sec. West, a distance of 7.81 feet;

THENCE North 43 deg. 11 min. 47 sec. West, a distance of 1.97 feet;

THENCE North 42 deg. 13 min. 18 sec. West, a distance of 1.70 feet;

THENCE North 39 deg. 22 min. 20 sec. West, a distance of 3.27 feet;

THENCE North 35 deg. 37 min. 35 sec. West, a distance of 3.27 feet;

THENCE North 31 deg. 52 min. 41 sec. West, a distance of 3.27 feet;

THENCE North 28 deg. 07 min. 30 sec. West, a distance of 3.27 feet;

THENCE North 24 deg. 22 min. 32 sec. West, a distance of 3.27 feet;

THENCE North 20 deg. 37 min. 29 sec. West, a distance of 3.27 feet;

THENCE North 16 deg. 52 min. 33 sec. West, a distance of 3.27 feet;

THENCE North 13 deg. 07 min. 20 sec. West, a distance of 3.27 feet;

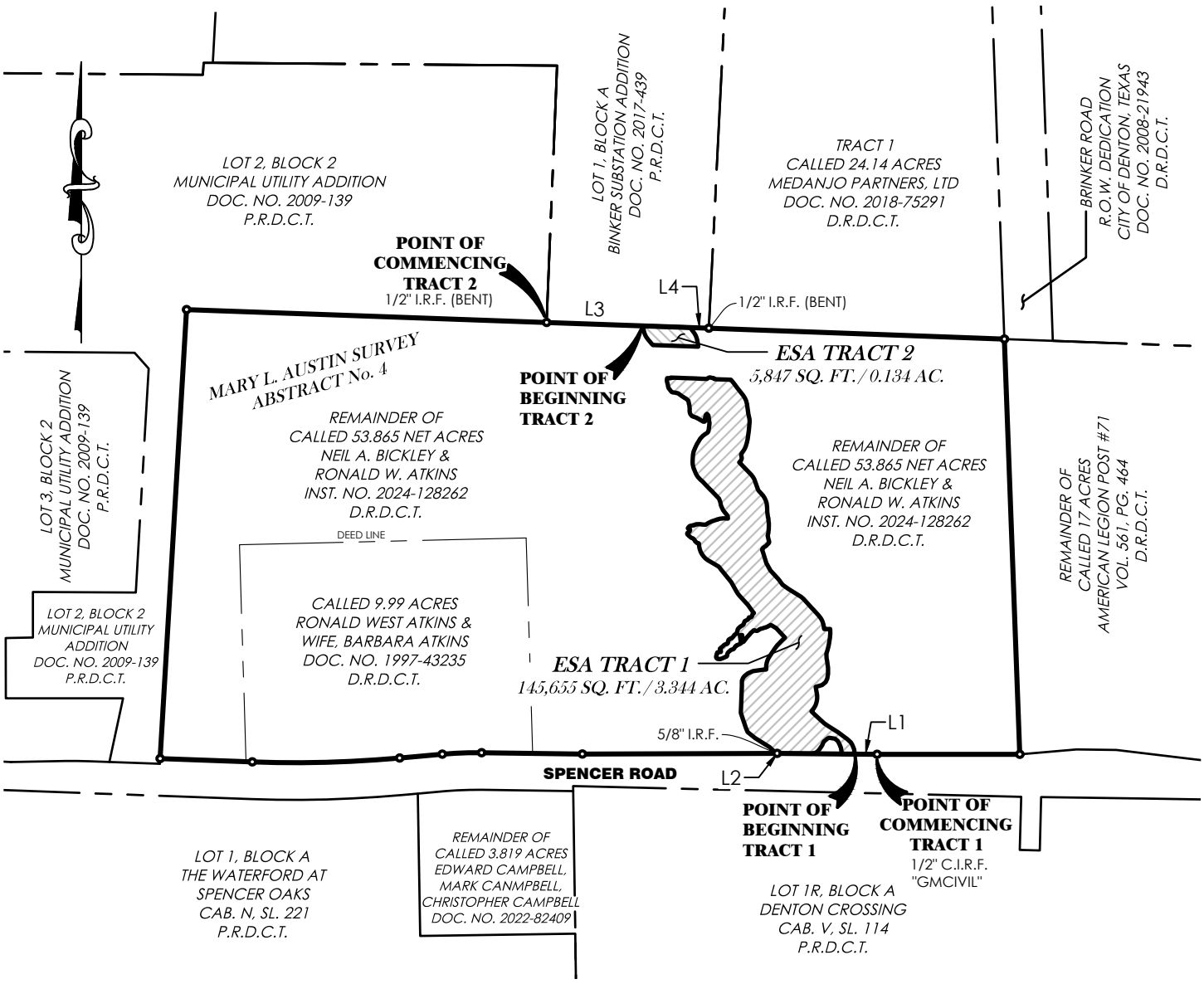
THENCE North 09 deg. 22 min. 38 sec. West, a distance of 3.27 feet;

THENCE North 05 deg. 37 min. 19 sec. West, a distance of 3.27 feet;

THENCE North 01 deg. 52 min. 24 sec. West, a distance of 3.27 feet;

THENCE North 01 deg. 39 min. 54 sec. East, a distance of 1.77 feet to the **POINT OF BEGINNING**, containing 5,847 square feet or 0.134 acres of land, more or less.

Exhibit D
Depiction of the AESA Mitigation Property



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°28'20"W	55.47'
L2	N89°28'20"W	1.03'

LINE TABLE		
LINE #	BEARING	DISTANCE
L3	S87°58'49"E	243.21'
L4	S87°58'49"E	45.44'

EXHIBIT "A" MAP SHOWING ENVIRONMENTALLY SENSITIVE AREA'S SITUATED IN A PORTION OF THE MARY L. AUSTIN SURVEY, ABSTRACT NO. 4 CITY OF DENTON, DENTON COUNTY, TEXAS

GM civil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

Job No.:	23035	Scale:	N.T.S.	Sheet	NOTE: THE INTENT OF THIS EXHIBIT IS TO PICTORIALLY SHOW LOCATIONS OF THE ENVIRONMENTALLY SENSITIVE AREA. IT IS NOT INTENDED AS AN ACTUAL SURVEY. CALLS SHOWN ARE REFERENCES ONLY. NO STATEMENT IS MADE TO THE VALIDITY OF THESE CALLS
Drafted:	J.H.M.	Checked:	J.N.R.	1	
Surveyed on the Ground:		04/01/2024		of	
Date Prepared:		07/31/2025		1	
Revised:	.	Revised:	.		

J:\23035 - Spencer Rd\COGO\SPLAT\ESA & DIA EXHIBIT-LGLS\ESA\23035-ESA-TRACTS.dwg

Exhibit E
Alternative ESA Plan

ALTERNATIVE ENVIRONMENTALLY SENSITIVE AREA REPORT

IDI Logistics

Spencer Road Industrial Project Site

June 2025

For compliance with:

City of Denton Environmentally Sensitive Areas Assessment
(ESA# 25-0001)

Prepared by:
Integrated Environmental Solutions, LLC
301 W. Eldorado Parkway, Ste. 101
McKinney, Texas 75069

Prepared for:
IDI Logistics
2300 N. Field Street, Suite 2060
Dallas, Texas 75201

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Appendix A - Figures

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Appendix C – Tree Inventory Data

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INTRODUCTION AND AUTHORITY/ PURPOSE AND NEED FOR ACTION

Integrated Environmental Solutions, LLC (IES) was retained by IDI Logistics for environmental services for the Spencer Road Industrial project site. This Alternative Environmentally Sensitive Area (AESA) Report is being submitted to the City of Denton under the Denton Development Code (DDC) Section 2.8.4 to request approval for impacts to Environmentally Sensitive Areas (ESA). This AESA Report proposes mitigation measures for two impact areas within the Riparian Buffer and Undeveloped Floodplain ESA which are required to construct an internal roadway and detention outfall for the proposed industrial development. The report also details that a region of the Cross Timbers ESA identified on site will be retained, meeting the preservation percentage requirements.

DESCRIPTION OF OVERALL DEVELOPMENT

The proposed Spencer Road Industrial project site is approximately 53.5 acres located at 2201 and 2203 Spencer Road in the City of Denton, Denton County, Texas (**Appendix A, Figure 1**).

The proposed development will consist of four industrial buildings and all associated infrastructure including sidewalks, interior roads, detention, and necessary utilities. The development impact area is approximately 42.9 acres. The current zoning for the tract is General Office (GO), which allows for the proposed development.

EXISTING SITE DESCRIPTION

The survey area was characterized by three distinct vegetation communities, **grassland**, **forested upland**, and **forested riparian corridor**. The **grassland** community dominated the site and consisted of grasses and forbs such as Johnsongrass (*Sorghum halepense*), spreading hedge parsley (*Torilis arvensis*), pinkladies (*Oenothera speciosa*), common sunflower (*Helianthus annuus*), white tridens (*Tridens albescens*), sumpweed (*Iva annua*), Indian blanket (*Gaillardia pulchella*), Illinois bundleflower (*Desmanthus illinoensis*), red seed plantain (*Plantago rhodosperma*), perennial ryegrass (*Lolium perenne*), white clover (*Trifolium repens*), Bermudagrass (*Cynodon dactylon*), silver leaf nightshade (*Solanum elaeagnifolium*), western ragweed (*Ambrosia psilostachya*), field brome (*Bromus arvensis*), and tall goldenrod (*Solidago gigantea*). The **forested upland** was identified scattered along fence lines and in patches across the site. It was comprised of post oak (*Quercus stellata*), eastern red cedar (*Juniperus virginiana*), and pecan (*Carya illinoinensis*), with an understory of Chinese privet (*Ligustrum sinense*) and sawbriar (*Smilax bona-nox*). The **forested riparian corridor** was identified along the central drainage and consisted of woody species such as Osage-orange (*Maclura pomifera*), American elm (*Ulmus americana*), sycamore (*Platanus occidentalis*), and pecan, with an understory comprised of Chinese privet and sawbriar.

IES Environmental staff conducted a site visit on 09 May 2024 to confirm ESAs mapped by the City of Denton. Prior to the site visit, IES reviewed the previously mapped and assessed ESAs as depicted on the Official ESA Map of the City of Denton Online Map Viewer. The ESAs, as depicted on the Online Map Viewer, are shown on **Appendix A**, **Figure 2**. ESAs associated with an assessment completed in 2025 were depicted as follows:

> ESA25-0001: The assessment reviewed the status of a section of an unnamed tributary to Pecan Creek bisecting the project site centrally. The assessment confirmed the Undeveloped Floodplain, Zone AE and Floodway, and most of the Riparian Buffer-50 Habitat associated with the unnamed tributary of Pecan Creek. The field investigation identified Cross Timbers Upland Habitat along the eastern boundary within a contiguous tract that extended east, outside of the boundary. The assessment was unable to confirm the Cross Timbers Upland Habitat along the northern and western boundaries, the Riparian Buffer-50 Habitat along the southern boundary, and the Water Related Habitat along the northern boundary as the areas lacked the basic characteristics of each ESA habitat.

During the site visit, an intermittent stream was identified within the project site, entering via a culvert under Spencer Road and meandering through the site before exiting to the north. A 50-foot Riparian Buffer ESA and Floodplain ESA were identified along the stream. The ESAs identified during the site visit are shown in **Appendix A, Figure 3**. The habitats within the ESAs are as follows:

Stream

An intermittent stream meanders through the central region of the ESA before exiting the site to the north. The intermittent stream was, on average, 7-feet wide and incised 1 to 3 feet. Overall, the stream was in *Good* condition based on the Rapid Stream Assessment Technique (RSAT) performed during the ESA assessment.

Riparian Buffer ESA

A 50-foot Riparian Buffer was identified along the intermittent stream meandering through the central region. The Riparian Buffer ESA along the southern boundary was removed through the ESA assessment completed in May 2024 due to a lack of canopy cover. The Riparian Buffer was dominated by American elm and pecan trees with common greenbrier (*Smilax glauca*), eastern red cedar, Chinese privet, and poison ivy observed in the understory. **Table 1** below summarizes the trees measured and identified within the Riparian Buffer and Undeveloped Floodplain ESA. A full ESA tree inventory completed in June 2024 is included as **Appendix B**. Trees were recorded on a Juniper Systems Geode GNS3S Global Positioning System (GPS) unit capable of sub-meter accuracy.

Table 1. Summary of Trees Identified Within the Riparian Buffer and Undeveloped Floodplain ESA Area.

Tree Species	No. Healthy Trees (total caliper inches)	No. Declining/ Hazard Trees (total caliper inches)
American elm	59 (663.3)	2 (43.9)
Black walnut	1 (19.8)	1 (21.9)
Black willow	1 (18.6)	---
Blackjack oak	32 (342.3)	---
Boxelder	4(36.9)	---
Bradford pear	---	1 (7.9)
Cedar elm	19 (171.1)	---
Chinaberry	7 (65.7)	---
Common persimmon	5 (38.3)	---
Eastern red cedar	29 (309.3)	---
Green ash	18 (173.2)	1 (12.3)
Gum bumelia	2 (20.7)	---
Osage-orange	6 (50.3)	1 (8.3)
Pecan	51 (517.1)	---
Post oak	65 (732.4)	2 (33.1)
Sugarberry	2 (13.3)	---
Sycamore	4 (54.9)	1 (11.8)
Total Trees	305 (3,227.2)	9 (139.2)

Undeveloped Floodplain ESA

Undeveloped Floodplain ESA was mapped around the stream channel and associated buffer. The ESA is associated with Federal Emergency Management Agency (FEMA) 100-year floodplain Zone AE. **Table 1** above summarizes the trees measured and tagged within the Undeveloped Floodplain and Riparian Buffer ESA.

Cross Timbers Upland ESA

The site survey was unable to confirm the Cross Timbers Upland habitat along the northern and western boundaries. The region was previously cleared for a utility line between 2022 and 2023, and no canopy cover was present. Therefore, the northern and western boundary regions did not meet the requirements to be verified as an ESA. A post oak overstory with scattered eastern red cedar trees and saplings was identified along the eastern boundary with Chinese privet overgrown in understory. Recent aerial photography indicates that the forested area has remained forested for several decades. The area was previously part of a larger, contiguous forest but a portion was removed between 2007 and 2008 for

development to the east. Based on aerial photography in Google Earth, the current contiguous canopy cover is 12.9 acres. Therefore, the eastern region met the minimum 10-acre requirement to be verified as an ESA.

AESA PURPOSE

The AESA purpose is to propose mitigation for the impacts to the Riparian Buffer and Undeveloped Floodplain ESAs due to the proposed industrial development construction. The proposed project would involve constructing a connecting road, and detention outfall within the limits of the Riparian Buffer and Undeveloped Floodplain ESAs. The road crossing was placed over the northern section of the intermittent stream due to engineering constraints and transportation requirements, resulting in unavoidable impacts to the ESA. Grading required for the construction would be limited to the minimum necessary for the roadway and detention outfall totaling approximately 0.23 acre (7 percent of 3.13-acre total) within the Riparian Buffer ESA and 0.16 acre (6 percent of 2.75-acre total) within the Undeveloped Floodplain ESA. **Appendix A**, **Figure 4** shows the proposed impacts to the ESA.

The Cross Timbers ESA to the east will also be impacted for the construction of a warehouse building, parking, internal roadways and grading. Per Section 4.2.4.2.1 of the Denton ESA Primer, the proposed development will retain over 30 percent of the Cross Timbers ESA area within the site, which meets the preservation requirements. The industrial complex construction will impact 2.10 acres (65.8 percent) of the total 3.19 acres of Cross Timbers ESA within the site. As 34.2 percent of the total Cross Timbers ESA identified on site will be retained, the development meets the preservation requirements, and no additional mitigation is required or proposed for the Cross Timbers ESA.

Site Access & Interior Design Layout

The Spencer Road Industrial site was designed to maximize building size while limiting impacts to the ESAs and complying with tree preservation requirements. The current design provides 554,552 square feet of warehouse space, internal roadways, detention, and utilities (**Appendix A, Figure 5)**. The easternmost building was shifted north and the size was reduced to limit impacts to the Cross Timbers Upland ESA. To provide two access points to the easternmost building, an internal connection road was necessary in the northern region to ensure access requirements were met. The access road could not be shifted north along the boundary due to the utility line easement, which is present along the western and northern boundaries. Multiple utility lines will be installed across the central and southern Riparian Buffer and Undeveloped Floodplain reaches; however, the segments below the ESA will be bored, resulting in no additional ESA impacts (**Appendix A, Figure 6**). Fire lanes were required around each building for emergency vehicle access, which resulted in additional Cross Timbers Upland ESA impacts; however, walls were strategically placed throughout the project site to minimize the removal of trees and impacts to the ESA. Given the design and environmental constraints, the project design only impacts 0.23 acre of Riparian Buffer ESA, 0.16 acre of Undeveloped Floodplain ESA, and 2.10 acres of Cross Timbers Upland ESA.

NOTIFICATION AND REVIEW

This AESA Report explains the mitigation measures for ESA impacts that will be provided to the City of Denton for formal notification of the activity and review of the proposed restoration activity.

AFFECTED ENVIRONMENT AND SUMMARY OF IMPACTS

Appendix A, Figure 5 shows the observed Riparian Buffer and Undeveloped Floodplain associated with the stream channel through the central region. The total Riparian Buffer ESA covers 3.13 acres, and the Undeveloped Floodplain ESA covers 2.75 acre within the property boundary.

The project is proposing to construct a roadway and detention outfall within the on-site Riparian Buffer and Undeveloped Floodplain ESAs. All vegetation within the impact areas will be permanently removed during the initial construction; however, the impacts will be limited to the extent necessary to fulfill the needs of the industrial development. The proposed impacts from the construction of the roadway and detention outfall are limited to 0.23 acre within the Riparian Buffer ESA and 0.16 acre within the Undeveloped Floodplain ESA. The total impacts and site plan are shown on **Appendix A, Figure 5**.

Based on the tree inventory completed in June 2024 by IES, tree species within the Riparian Buffer and Undeveloped Floodplain impact areas include American elm, blackjack oak (*Quercus marilandica*), black walnut (*Juglans nigra*), cedar elm, eastern red cedar, Osage-orange, and pecan. The understory within the riparian buffer was overgrown with Chinese privet. The trees to be removed are described in **Table 2**. The proposed trees to be removed within the Riparian Buffer and Undeveloped Floodplain ESAs total 316.5-caliper inches from 28 trees, 26 of which were all identified as healthy. The 26 healthy trees make up approximately 8.5 percent of the total healthy trees within the on-site Riparian Buffer and Undeveloped Floodplain ESAs.

Table 2. Identified Trees Within the Proposed Riparian Buffer and Undeveloped Floodplain ESA Impact Area.

ID #	DBH (caliper inches)	Common Name	Scientific Name	Condition	Multi-Trunk
206	12.9	eastern red cedar	*Juniperus virginiana*	Healthy	No
207	10.6	eastern red cedar	*Juniperus virginiana*	Healthy	No
208	7.3	eastern red cedar	*Juniperus virginiana*	Healthy	No
209	14.1	pecan	*Carya illinoinensis*	Healthy	No
210	7.9	eastern red cedar	*Juniperus virginiana*	Healthy	No
211	13.3	eastern red cedar	*Juniperus virginiana*	Healthy	No
212	16	eastern red cedar	*Juniperus virginiana*	Healthy	No
6864	13.9	American elm	*Ulmus americana*	Healthy	No
6865	17.4	American elm	*Ulmus americana*	Healthy	No
6866	8.3	Osage-orange	*Maclura pomifera*	Damaged	No
6867	7.1	American elm	*Ulmus americana*	Healthy	No
6868	19.8	black walnut	*Juglans nigra*	Healthy	No
6869	21.9	black walnut	*Juglans nigra*	Damaged	No
6870	12.8	American elm	*Ulmus americana*	Healthy	No
6871	6.3	cedar elm	*Ulmus crassifolia*	Healthy	No
7334	7.8	eastern red cedar	*Juniperus virginiana*	Healthy	No
7335	16.6	American elm	*Ulmus americana*	Healthy	No
7336	16	American elm	*Ulmus americana*	Healthy	No
7337	7.8	American elm	*Ulmus americana*	Healthy	No
7338	11.5	American elm	*Ulmus americana*	Healthy	No
7961	11.1	eastern red cedar	*Juniperus virginiana*	Healthy	No
7962	6.4	blackjack oak	*Quercus marilandica*	Healthy	No
7963	7.4	post oak	*Quercus stellata*	Healthy	No
7964	6.5	blackjack oak	*Quercus marilandica*	Healthy	No
7965	13.9	eastern red cedar	*Juniperus virginiana*	Healthy	No
7966	8.1	blackjack oak	*Quercus marilandica*	Healthy	No
7967	6.8	American elm	*Ulmus americana*	Healthy	No
7968	7.0	pecan	*Carya illinoinensis*	Healthy	No
Total	316.5				

MITIGATION ACTIVITIES

The impacts to the Riparian Buffer and Undeveloped Floodplain ESA shown in **Appendix A**, **Figure 5** are primarily limited to the northern reach where impacts are required to construct a roadway to provide a second access point for the easternmost building. A relatively small, additional impact is necessary in the southern region for a detention pond outfall to convey flow downslope. Vegetation will be removed during the initial grading for the development. Retaining walls were strategically placed throughout the project to minimize the removal of trees and impacts to the ESA. A pre-construction meeting will be held to notify contractors of ESA mitigation area limits and a visual barrier such as a temporary chain link fence will be installed to ensure construction remains within the development impact area (DIA) boundary. No additional adverse impacts to the stream or the remainder of the ESAs are expected from the construction.

Concurrent or following the industrial development construction, a contractor will be instructed by IDI Logistics to remove invasive, understory Chinese privet growth from the unimpacted Riparian Buffer and Undeveloped Floodplain ESA regions. Once the Chinese privet has been removed, the resulting AESA will provide additional native habitat while also aiding in stormwater management for the industrial development. In addition, all appropriate best management practices (BMPs) will be in place as required by the General Construction Permit and site-specific Stormwater Pollution Prevention Plan, which may include the installation of silt fencing or a rock check dam prior to construction activity discharges to the ESA.

PROPOSED IMPROVEMENT OF UNAFFECTED AREAS

A mitigation plan executed over a year-long period is proposed to effectively restore and improve the unimpacted Riparian Buffer and Undeveloped Floodplain ESAs. A contractor, such as IES, will be contracted to complete the privet removal and monitoring. The developer is proposing to mechanically remove Chinese privet, an invasive species, from the understory of the unimpacted Riparian Buffer and Undeveloped Floodplain ESAs as well as from non-graded areas immediately surrounding the ESA to help prevent the reintroduction of Chinese privet. The removal approach is a targeted mechanism to eliminate invasive species and will result in no ground disturbing activities that could harm overstory trees. The initial privet removal will occur the first winter after construction has commenced to reduce sprouting.

Figure 1 illustrates that invasive Chinese privet currently dominates the canopy understory within the ESA. Mechanical removal will consist of the use of a hydro-axe for most of the area, supplemented with hand clearing to remove Chinese privet immediately surrounding existing trees. The hydro-axe will remove the aboveground portion of the Chinese privet plant but does not remove the root system and sprouting will occur. The regrowth will be spot treated with triclopyr, a pesticide from the City's Integrated Pest Management list, the following spring at the recommended label rate. An additional spot treatment of seedlings will be conducted, if necessary. Debris from the privet removal will be mulched and spread within the mitigation area. The eradication of Chinese privet will open the understory and improve opportunities for diverse native species to thrive with limited invasive competition. A successful eradication will allow for no more than 5 percent of remaining Chinese privet understory cover. Seedlings and regrowth will be monitored and removed seasonally during the 3-year monitoring period within the mitigation area as needed to ensure Chinese privet remains eradicated.

Figure 1. The photographs illustrated above depict the understory of invasive Chinese Privet throughout the mitigation area.

A seed mixture will be seeded throughout the unimpacted Riparian Buffer and Undeveloped Floodplain ESA regions once the understory has been cleared of Chinese privet to provide a protective ground cover and functional understory strata. The seed mix is intended to aid in rebuilding the stream bank buffer zone. The seed mix will include native species such as Virginia wildrye (*Elymus virginicus*), Canada wildrye (*Elymus canadensis*), inland sea oats (*Chasmanthium latifolium*), purpletop tridens (*Tridens flavus*), purple coneflower (*Echinacea purpurea*), bergamont (*Monarda fistulosa*), red columbine (*Aquilegia canadensis*), black-eyed Susan (*Rudbeckia hirta*), swamp sunflower (*Helianthus angustifolius*), American beautyberry (*Callicarpa americana*), butterfly weed (*Asclepias tuberosa*), frostweed (*Verbesina virginica*), and blue mistflower (*Conoclinium coelestinum*). The native seed mix will contain no more than 20 percent of a single species. The proposed seeding goal is to develop an AESA with a quality, diverse, functioning habitat that will not need additional maintenance beyond the initial seeding.

The seed mix will be sown at the recommended amount of 9 pounds per acre in the spring following the Chinese privet management. As the mitigation area is within a forested riparian buffer, shade tolerant species have been selected for planting. The initial seeding will be implemented in conjunction with the hydromulching and involves applying a mixture of water, wood fiber mulch, soil stabilizer, and seed to prevent erosion and provide an optimal environment conducive to plant growth. The seeding will be conducted once and due to the forested overstory and minimal impacts within the Riparian Buffer ESA on site, a specified final coverage rate will not be required.

The unimpacted Riparian Buffer ESA (approximately 2.90 acre) and Undeveloped Floodplain ESA (approximately 2.59 acre) areas encompass a combined total of 3.48 acre as a result of overlap. No tree planting is proposed within the mitigation area as only 8.5 percent of the existing trees within the Riparian Buffer and Undeveloped Floodplain ESAs will be removed because of the development, resulting in 80 stems per acre (with a DBH of 6 inches or greater) within the mitigation area. Most of the recorded trees within the mitigation area are mature and will naturally propagate within regions where Chinese privet has been cleared.

Data to determine Chinese privet coverage rates during site visits will be manually collected using appropriate vegetation monitoring and classification techniques, such as total count and point-intercept methods. A site visit by IES staff will be performed following the completion of the initial privet removal and prior to the first annual reporting event. IES will perform additional site visits as necessary during the first annual monitoring period.

COMPLIANCE WITH AUTHORITIES

The City of Denton is the authority over compliance with this AESA mitigation plan. Once the Spencer Road Industrial development has been constructed and the AESA mitigation activities have been completed, the City of Denton will be notified that the mitigation activities have been completed.

ANNUAL REPORTING

The applicant will prepare an annual report each year for three consecutive years, beginning 12 months following the mitigation activities implementation to report on the effectiveness of the Chinese privet removal. These annual reports will be submitted to the City for review and comment.

The first two annual reports will contain action items that may include, removing weeds and invasive species from within the mitigation area, or removal of construction debris within the Riparian Buffer and Undeveloped Floodplain ESA.

Upon completion of the 3-year monitoring and reporting period, the City of Denton Environmental Services shall inspect the mitigation area and determine whether the Chinese privet understory cover eradication goal of no more than 5 percent Chinese privet understory cover has been met. After city inspection, if invasive plants have been reestablished, the applicant shall be notified to clear the problematic areas. If the applicant does not take remedial steps to bring the property into compliance, the City may use all legal remedies to enforce this provision. If it is determined that the eradication goal has been met, the City will issue the final project acceptance.

If changes need to be made to the mitigation plan during the 3-year monitoring period, the City of Denton will be notified prior to making the plan modifications.

MAINTENANCE PLAN

The remaining Riparian Buffer ESA will be maintained differently than all other common area lots. The following specifications will be used for future maintenance contractors that are contracted by the current and future owners and managers of the site. This approach is specified separately due to the environmentally sensitive nature of the riparian corridor.

- Mowing – No mowing will be allowed within the Riparian Buffer mitigation area.
- Leaf Removal – There will be no leaf removal within the Riparian Buffer mitigation area.
- Fertilizer and Pesticide – There will be no fertilizer or pesticide within the Riparian Buffer mitigation area.
- Tree Removal – No trees will be cut, trimmed, thinned, raised, or altered without the approval of the City of Dentons specific written permission.
- Any ground disturbing activity, such as erosion control or maintenance associated with infrastructure surrounding the Riparian Buffer mitigation area will only occur after designs have been approved by the City of Denton.

In the event that the property is sold in the future, the new owners must adhere to the maintenance plan to retain the natural state and integrity of the ecosystem.

Regions between the mitigation area and DIA will remain vegetated and Chinese privet may be removed to further prevent re-establishment within the mitigation area. Mowing, fertilizer application, and ground disturbing activities will be minimized within the region between the mitigation area and DIA to serve as a protective buffer.

CRITERIA FOR APPROVAL

The following lists the criteria for approval of an AESA Plan and the project aspects that meet each criterion.

1. Create, expand, and/ or improve non-impacted areas.

   The proposed AESA plans to mitigate the impacts to the Riparian Buffer and Undeveloped Floodplain ESAs by removing Chinese privet, an invasive species, which improves opportunities for diverse, native vegetation to thrive throughout the existing buffer.

2. Improve encroached habitat and the surrounding environment.

   The impacted areas will be mitigated by removing Chinese privet throughout the remainder of the on-site Riparian Buffer and Undeveloped Floodplain ESAs as well as from non-graded areas surrounding the ESA to prevent reseeding. A seed mixture will be seeded throughout the unimpacted Riparian Buffer and Undeveloped Floodplain ESA regions once the understory has been cleared of Chinese privet to provide a protective ground cover and functional understory strata.

3. Create continuity.

   The impacted area and proposed AESA mitigation area are located within a larger mapped Undeveloped Floodplain ESA which extends north along the continuation of the drainage. The impact area is a fraction of the overall ESA on site, and the undisturbed Riparian Buffer and Undeveloped Floodplain ESAs on site will be improved.

4. Maximize access and utilization.

   Sidewalks will be constructed along the industrial buildings to improve access. The mitigation area will be visible from Spencer Road as well as the internal roadway and parking areas.

5. Create a conservation easement.

As most of the ESA will remain intact and improvements will be made to remove invasive species, the ESA designation will remain and therefore be subject to use restrictions set forth in the DDC.

6. High quality development.

   The AESA has been designed to minimize the impacts to the ESA necessary to meet the design standards and infrastructure necessary for the overall development. The AESA proposes to mitigate for the impacts by removing invasive understory growth from within and surrounding the remaining Riparian Buffer and Undeveloped Floodplain ESA. As Chinese privet currently dominates the ESA understory, the proposed improvements in the unimpacted regions will allow native species to reestablish and enrich the overall quality of the region. As such, the proposed development meets the criteria for approval for an AESA.

SUMMARY

The proposed impact areas include 0.23 acre within the Riparian Buffer ESA, 0.16 acre within the Undeveloped Floodplain ESA, and 2.10 acre within the Cross Timbers ESA resulting from the construction of roadways, sidewalks, lots, parking, and utilities necessary for the industrial development. The 2.90-acre Riparian Buffer and 2.59-acre Floodplain ESA mitigation areas to offset the impact areas will consist of removing invasive Chinese privet from the remaining on-site ESA understory to improve opportunities for diverse, native vegetation to thrive throughout the remaining ESAs. As 34.2 percent of the total Cross Timbers Upland ESA identified on site will be retained, the development meets the preservation requirements, and no additional mitigation is required or proposed for the Cross Timbers Upland ESA.

ANNUAL REPORTING CONTACTS

Developer/Owner:
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2300 N. Field Street, Suite 2060
Dallas, Texas 75201
Contact: Mr. Tony Maclin
Phone: 972-560-7009
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Environmental Scientist:
Integrated Environmental Solutions, LLC
301 W Eldorado Parkway, Suite 101
McKinney, Texas 75069
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Phone: 972-562-7672
Email: rreinecke@intenvsol.com

Engineer:
GM Civil
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Grapevine, Texas 76051
Contact: Jason Weaver, P.E.
Phone: 817-329-4373
Email: JWeaver@gmcivil.com

Appendix A

Figures

Figure 1.
General Location Map

Spencer Road Industrial
City of Denton
Denton County, Texas

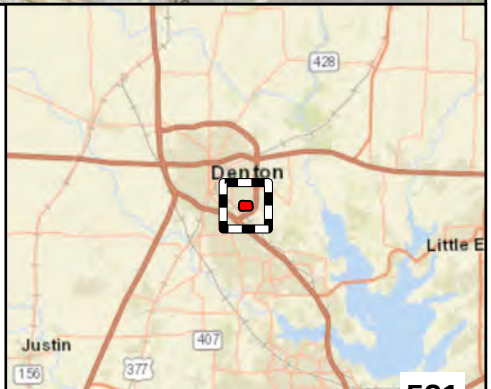
Survey Area

1 in = 1,500 ft

Feet
0 1,500

N
W E
S

File Ref. 04.110.165
Date: 3/27/2025



Area of Detail

Scale: 1 inch equals 10 miles

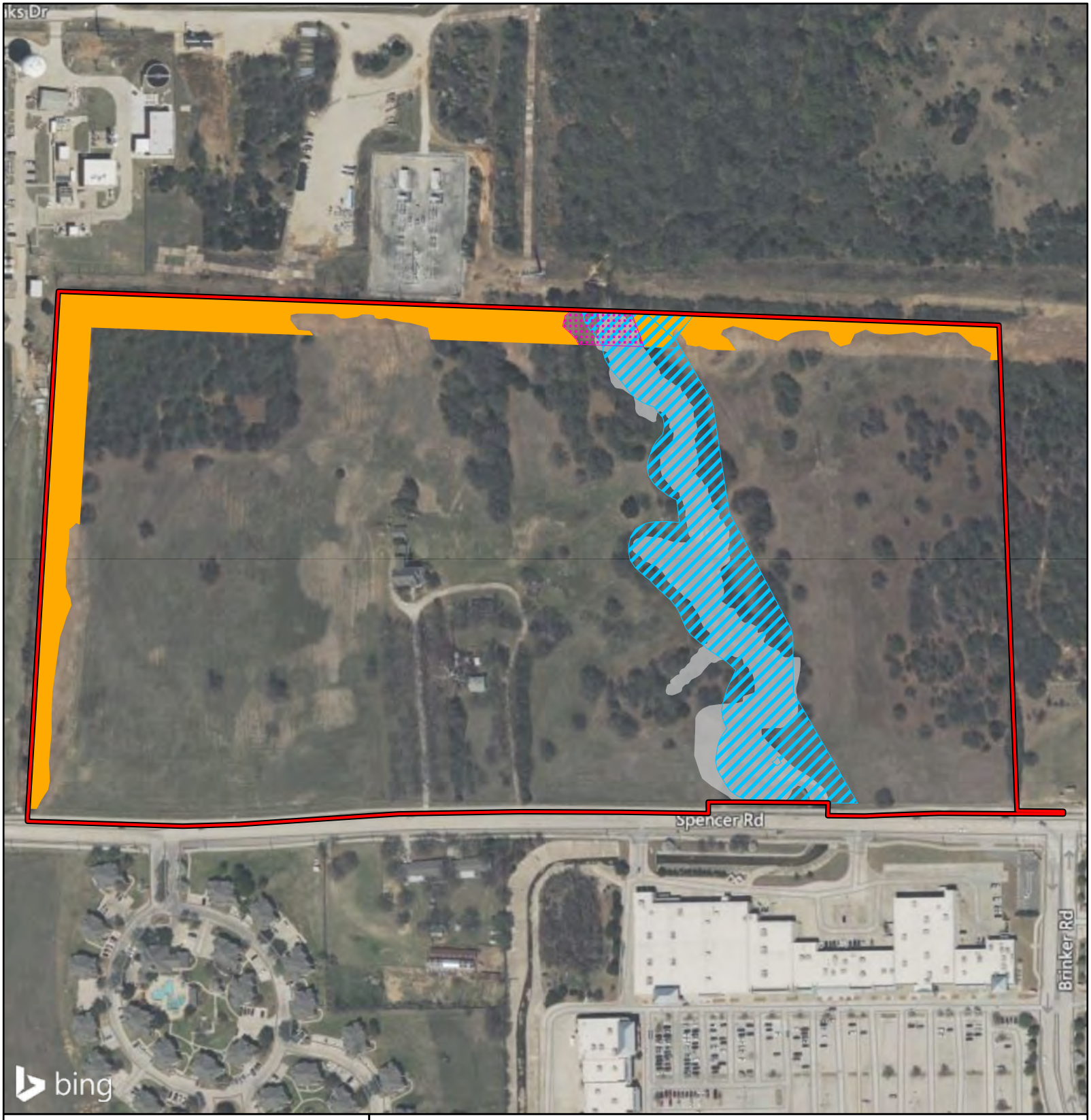


Figure 2.
City of Denton Environmentally Sensitive Areas (ESA)

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 285 ft

Feet
0 285

N
W E
S

File Ref. 04.110.165
Date: 3/27/2025

Survey Area

Riparian Buffer ESA
Not Assessed

Cross Timbers ESA
Not Assessed

Undeveloped Floodplain ESA
Not Assessed

Water Related Habitat ESA
Not Assessed

Figure 3.
Onsite ESA Determinations

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 220 ft

Feet
0 220

N
W E
S

File Ref. 04.110.165
Date: 3/27/2025

Survey Area

Data Form

Cross Timbers Upland ESA

Confirmed

Removed

Undeveloped Floodplain ESA

Zone AE/ Floodway, Confirmed

Water Related Habitat ESA

Removed

Riparian Buffer ESA

50, Confirmed

50, Removed

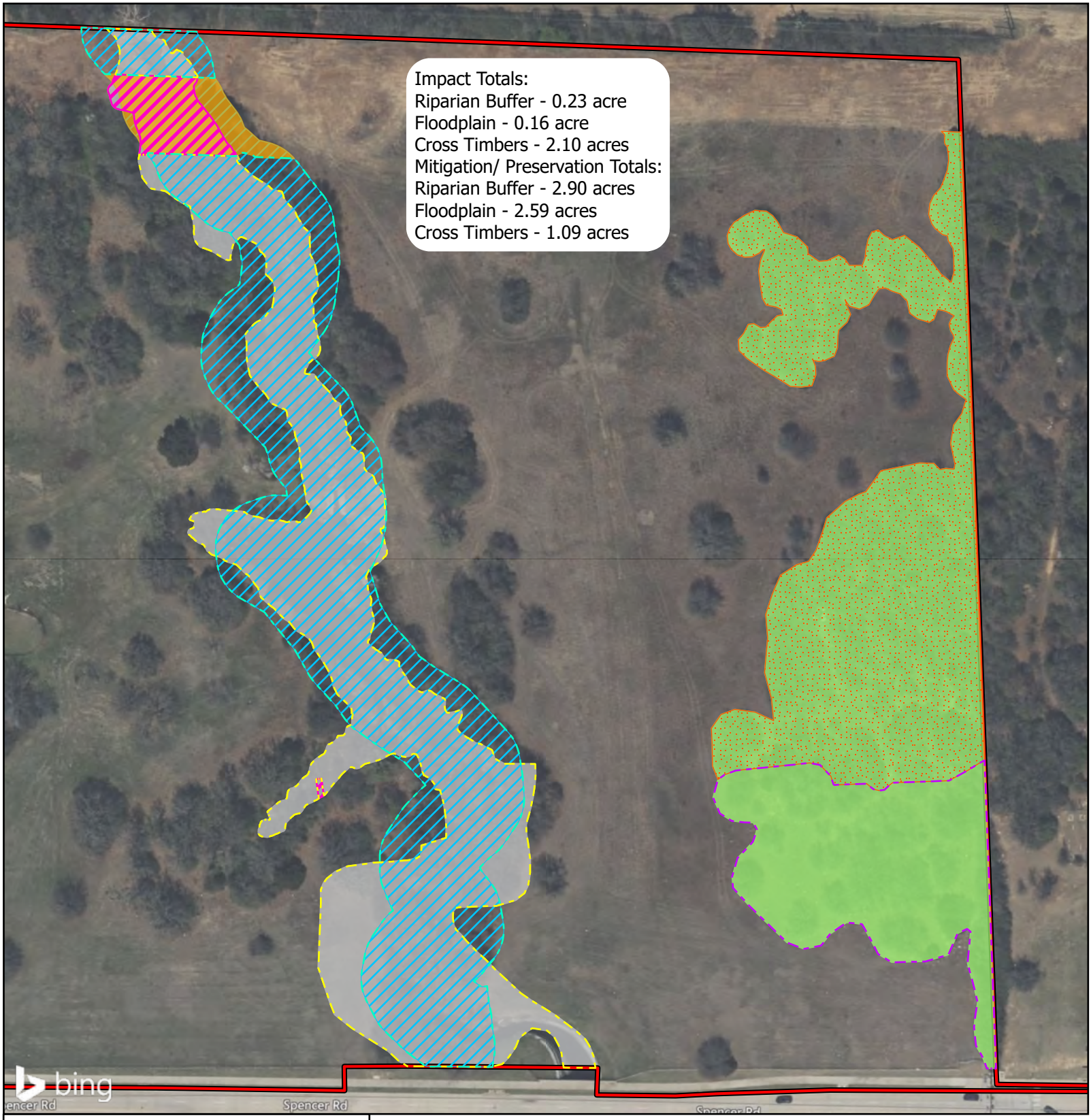


Figure 4.
Proposed ESA Impacts

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 135 ft

Feet
0
135

N
W
E
S

File Ref. 04.110.165
Date: 5/23/2025

- Survey Area
- Cross Timbers Upland ESA
- Riparian Buffer ESA
- Undeveloped Floodplain ESA

Direct/ Permanent Impacts

- Cross Timbers
- Floodplain
- Riparian Buffer

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain
- Cross Timbers Preservation

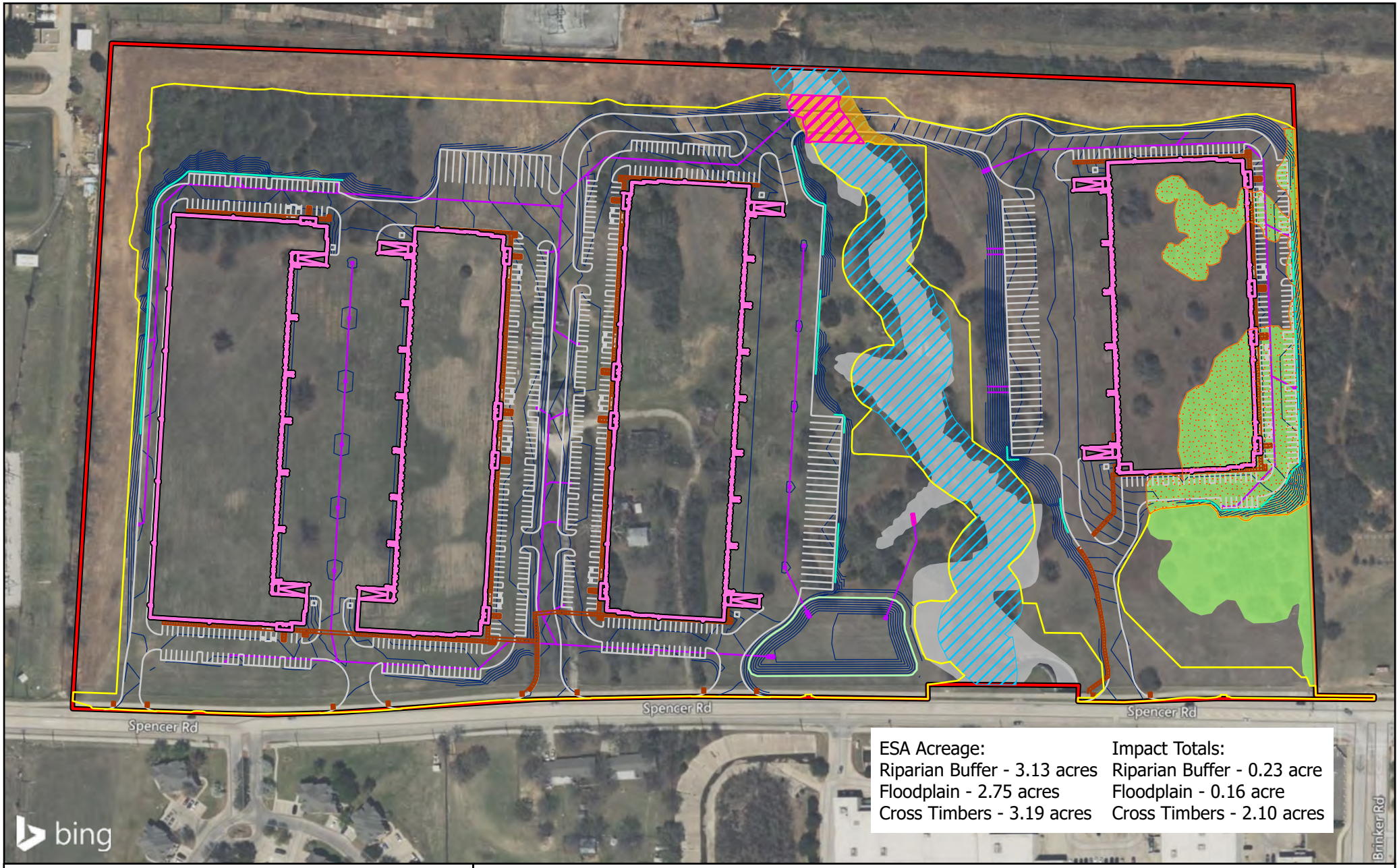


Figure 5.
Site Plan and Impacts Map

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 225 ft

Feet
0 225

File Ref. 04.022.037
Date: 5/23/2025

N
W E
S

- Survey Area
- Undeveloped Floodplain ESA
- Riparian Buffer ESA
- Cross Timbers Upland ESA

Direct/ Permanent Impacts

- Cross Timbers
- Floodplain
- Riparian Buffer

Site Plan

- Building
- Development Impact Area
- Grading
- Pavement
- Retaining Wall
- Stormwater
- Sidewalk
- Detention Pond

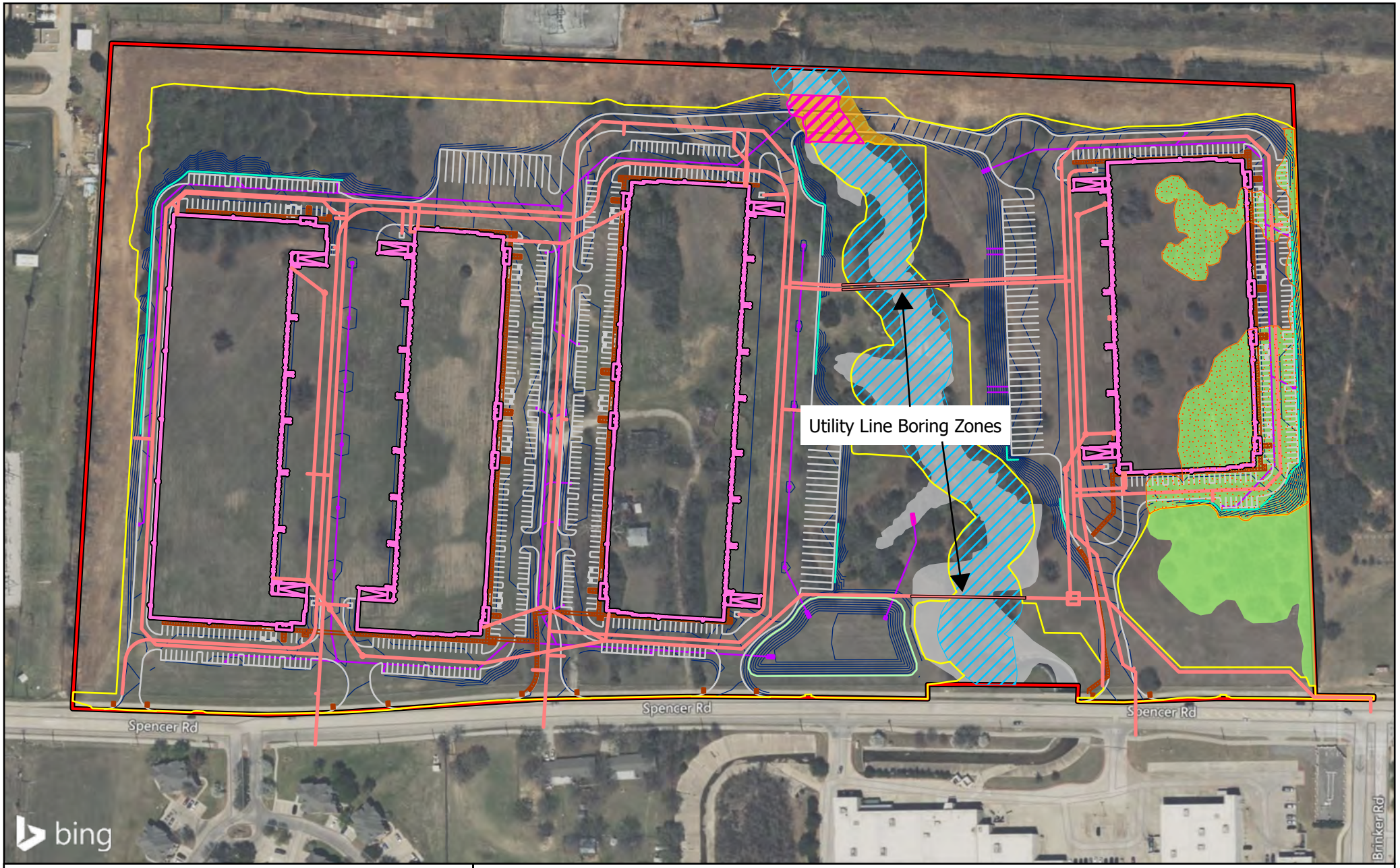


Figure 6.
Sewer Line Location and Boring Zones

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 225 ft

Feet
0 225

N
W E
S

File Ref. 04.022.037
Date: 5/23/2025

- Survey Area
- Undeveloped Floodplain ESA
- Riparian Buffer ESA
- Cross Timbers Upland ESA

Direct/ Permanent Impacts

- Cross Timbers
- Floodplain
- Riparian Buffer

Site Plan

- Building
- Development Impact Area
- Grading
- Pavement
- Retaining Wall
- Stormwater
- Sidewalk
- Detention Pond
- Boring Zone
- Utility Line

Appendix B

ESA Assessment Forms

Project Number: ESA

Floodplain ESA Assessment Form

Environmental Services and Sustainability

A Floodplain ESA Assessment Form is to be completed for each feature identified as potentially to exist on the Official ESA Map. Features of substantially similar characteristics and location may be grouped together on one form. More information about Undeveloped Floodplains and assessing this feature may be found on the City of Denton webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID(s):**	Data Form 1

Property ID can be found through Denton Central Appraisal District *Provide a unique ID for each feature when multiple features are assessed*

Hydrologic Segment Information:

Name:	Unnamed tributary of Pecan Creek	**Width**	7	**Order**	1
When available, stream segment name.		*Approximate stream width.*		*Stream order.*	

Assessment Conclusion:

Select one of the following.

☑ IS an ESA. Based upon this assessment the area is an Undeveloped Floodplain ESA. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.

☐ NOT an ESA. Based upon this assessment the floodplain is developed. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:

Provide a summary of details found in the field to support the conclusion selected above.

The riparian vegetation in the floodplain contained hardwood trees, eastern red cedar, and an understory of poison ivy and sawbriar. Based on a review of aerial photography, the floodplain is in its natural state and has not been previously modified aside from a utility ROW along the northern boundary which was cleared between 2022 and 2023, and a portion of the channel immediately north of Spencer Road which was stabilized between 2001 and 2005. The ROW has partially re-vegetated and there did not appear to be significant cut or fill in the region to install the utility line. The southern portion of the tributary has also re-vegetated and it appears only minor adjustments were made to the topography. As such, the ROW

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA

Field Assessor:

Name of Field Assessor: Tyler Frohlich

Affiliation of Field Assessor (Organization): Integrated Environmental Solutions

Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.	Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:08:10 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.	

Section 1. General Information

General Land Use:

Provide description of land hydrologically influencing feature. Select all that apply and provide more details as appropriate.

☑ Forest	Briefly describe: Hardwoods/ scattered Eastern red cedar
☑ Agricultural:	☐ Pasture ☐ Fallow ☑ Crop, crop type:
☑ Residential:	☑ Low Intensity ☐ High Intensity
☑ Commercial/Industrial	
☐ Recreational	
☐ Other:	

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Section 2. Floodplain Conditions

Are there modifications (cut/fill) of the floodplain?	☐ yes *(answer question below)* ☑ no
Describe:	
Are there structures in the floodplain?	☐ yes *(answer question below)* ☑ no
Describe:	Utility Line, bank reinforcements (gabion structures)

Waterway present: ☑ yes *(complete the table below and Riparian Buffer ESA form)* ☐ no

Waterway	☑ natural ☐ channelized ☐ impounded
Sinuosity	☑ meandering ☐ braided ☐ straight

Section 3. Soil Erosion and Deposition

Is there evidence of sheet flow across the floodplain?	☐ yes (answer question below) ☑ no
Active sheet flow erosion is:	☐ slight ☐ moderate ☐ severe
Is there evidence of concentrated flow?	☑ yes (answer question below) ☐ no
Active concentrated flow erosion is:	☐ slight ☑ moderate ☐ severe

Does the floodplain slope to the waterway or is a natural levee present?

☑ toward ☐ natural levee. Complete the table below.

Does natural levee create conditions for water-related habitat?	☐ yes *(complete Water-Related Habitat form)* ☑ no

Section 4. Brief Vegetation Survey

List all vegetative species covering >10% of the feature area.

Scientific name	*Common name*	*% Cover*
Carya illinoensis	Pecan	30
Juniperus virginiana	Eastern red cedar	15
Smilax bona-nox	Sawbrier	15
Ulmus americana	American Elm	30
Toxicodendron radicans	Poison Ivy	15

Project Number: ESA

Riparian Buffer ESA Assessment Form

Environmental Services and Sustainability

A Riparian Buffer ESA Assessment Form is to be completed for each feature identified as potentially to exist on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of a riparian buffer is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about riparian buffers and assessing this feature may be found on the City of Denton webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID:**	Data Form 2
Property ID can be found through Denton Central Appraisal District		*Provide a unique ID when multiple features are assessed*	

Hydrologic Segment Information:

Name:	**Width:**	**Order:**
Unnamed tributary of Pecan Creek	7	1
When available, stream or tributary to segment name	*Approximate stream width*	*Stream order*

Assessment Conclusion:
Select one of the following.

- ☑ IS an ESA. Based upon this assessment the area is a Riparian Buffer ESA. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.
- ☐ NOT an ESA. Based upon this assessment the area is not a Riparian Buffer ESA. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:
Provide a summary and discussion of details found in the field to support the conclusion selected above. Include a discussion of the Rapid Stream Assessment Techniques and the final verbal score (Section 5).

The unnamed tributary of Pecan Creek was confirmed to be present in the field. The creek held flowing water at the time of evaluation and conditions on site indicated that flow would be intermittent. The riparian vegetation was comprised of an over story of American elm, and sycamore with an under story comprised of Chinese privet shrubs, and greenbrier. The RSAT indicated that the stream was classified as Good with a final verbal score of 32.

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA FIRM

Field Assessor:

Name of Field Assessor: Tyler Frohlich
Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.
Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:08:36 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

General Land Use:

Provide description of land hydrologically influencing feature. Select all that apply and provide more details as appropriate.

☑ Forest	Briefly describe: Forested along creek
☐ Agricultural:	☑ Pasture ☐ Fallow ☑ Crop, crop type:
☑ Residential:	☑ Low Intensity ☐ High Intensity
☑ Commercial/Industrial	
☐ Recreational	
☐ Other:	

Potential pollutants from current drainage area:

☑ urban/suburban landscape maintenance	■ urban/suburban parking lots or roads
☐ intensive agricultural use	☐ grazing animals have access to water feature
■ water feature has steep slopes	☐ plant or animal species of concern present
☐ water feature used for recreation	☐ waterway a drinking water source/adjacent to well
☐ other:	

Proposed construction activity in the drainage area of the water feature:

☐ Low impact potential (parks, low density residential)
■ High impact potential (high density residential, commercial development)
☐ Gas well plat

Benefit(s) current Riparian Buffer offers to the water feature:

■ intercepts sediment	■ provides fish habitat
■ intercepts nutrients	■ improves wildlife habitat
■ intercepts pesticides	■ stabilizes streambank
■ intercepts other pollutants	☐ unique aesthetics / privacy
☐ other:	

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Section 2. System Conditions

Stream Bank:

Evidence of frequent water level changes	☐ yes ☑ no		
Slope of bank	.30 %		
Soil class	☑ clay ☑ sand ☐ loam ☑ gravel ☐ ledge		
Active erosion	☐ slight ☑ moderate ☐ severe		
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☐ grass ☐ shrub ☑ young forest ☑ mature forest		
Large leaning trees	☑ yes ☐ no		
Invasive exotics present	☑ yes ☐ no	If yes, species: Chinese privet	% infestation: 20

Top of Bank:

Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☐ grass ☑ shrub ☑ young forest ☑ mature forest		
Invasive exotics present	☑ yes ☐ no	If yes, species: Chinese privet	% infestation: 50

Above the Bank:

Slope	.30 %		
Direction of slope	☑ toward the water feature ☐ away from water feature		
Runoff flow	☐ sheet flow across the land ☑ concentrated flow		
Active erosion	☐ slight ☑ moderate ☐ severe		
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☐ grass ☐ shrub ☑ young forest ☐ mature forest		
Invasive exotics present	☑ yes ☐ no	If yes, species: Chinese privet	% infestation: 50

Section 3. Brief Vegetation Survey

List all vegetative species where feature occurs for species covering >10% of the feature area and provide hydrophytic vegetation indicator of the species.

Bank:

Scientific name	*Common name*	*% Cover*	*Indicator*
Ligustrum sinense	Chinese privet	20	FACU

Bank Hydrophytic Vegetation Indicator: 0 : 1
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Buffer:

Scientific name	*Common name*	*% Cover*	*Indicator*
Ligustrum sinense	Chinese privet	25	FACU
Ulmus americana	American Elm	15	FAC
Platanus occidentalis	Sycamore	10	FAC
Smilax rotundifolia	Common Greenbrier	10	FAC

Buffer Hydrophytic Vegetation Indicator: 3 : 1
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Section 4. Hydrology and Hydric Soils Indicators

Hydrology Indicators:

Primary	*Secondary*
☐ inundated	☐ oxidized root channels in upper 12”
☐ soil saturated in upper 12”	☐ water-stained leaves
☐ water marks	☐ county soil survey
☐ drift lines	☐ fac-neutral test
■ sediment deposits	
■ evidence of drainage pattern	
Comments:	

Hydric Soil Indicators:

☐ histosol	☐ concretions
☐ histic epipendon	☐ high surface organic content
☐ sulfidic odor	☐ organic streaking in sandy soils
☐ aquic moisture regime	☐ listed on local hydric soil list
☑ reducing conditions	☐ listed on national hydric soil list
☐ gleyed or low chroma colors	☐ other:
Comments:	

Section 5. Rapid Stream Assessment Techniques (RSAT)

The Rapid Stream Assessment Techniques is adapted from the Texas Commission on Environmental Quality's Surface Water Quality Monitoring Procedures, Chapter 9. Physical Habitat of Aquatic Systems. To complete the RSAT provide a score for each table, as applicable. Sum Tables 1 – 6 scores and provide the average using a whole number. Complete Table 7 with these scores. Provide a total RSAT score and a verbal score. Please note, the order of tables 4 and 5 were switched at Version 5 of this form.

Table 1: Channel Stability

Indicative of hydrological flow regime alteration and general condition of physical / aquatic habitat and provides insight into the past, present, and possible future changes in stream channel morphometry.

	Score Selection:				*Score*
	Excellent (11 – 9)	*Good (8 – 6)*	*Fair (5 – 3)*	*Poor (2 – 0)*	
Stability of bank network	> 80% is stable, no evidence of bank sloughing or failure	71-80% is stable, infrequent signs of bank sloughing, slumping or failure	50-70% is stable, some signs of bank sloughing, slumping or failure	< 50% is stable, recent or frequent signs of bank sloughing, slumping	7
Stream bends at study site or immediate vicinity of study site	Very stable: outer bank height is slightly above stream level, bank overhang minimal	Stable: outer bank height 2-3 ft. above stream level, bank overhang slight to moderate	Unstable: outer bank height is substantially above stream level, substantial bank overhang	Highly unstable: outer bank height significantly above stream level, overhangs large and deep.	7
Exposed tree roots	Old, large, and woody exposed roots, generally 0-1 recent large tree falls / stream mile	Old and large exposed roots, some smaller young roots, 2- 3 recent large tree falls / stream mile	Young exposed tree roots are common, 4-5 recent large tree falls per stream mile	No trees exist, or young exposed tree roots are abundant, 6 or more recent large tree falls per stream mile.	7
Presence of highly erosion-resistant plant/soil matrix or material in bottom 1/3 of bank	dominant	present	compromised	severely compromised or nonexistent.	4
Channel crossing section shape	generally, V or U-shaped	"wide" U	generally trapezoid shaped	wide trapezoid to rectangle shape	7
Table 1 score (average of points given, rounded to nearest whole number)					6

Table 2: Channel Scouring and Sediment Deposition

Relates to the level of uncontrolled storm water runoff, sediment load, and transport and degradation of in-stream habitat.

	Score Selection:				*Score*
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Riffle embeddedness with sand/silt	small stream order: <25% embeddedness larger stream order: <35% embeddedness	25 – 49% 35 – 59%	50 – 79% 60 – 85%	>75% >85%	5
Potential for deep pools 2 ft or greater, substrate condition	High number of pools Pool substrate <30% sand/silt	Moderate number 30-59% sand/silt	Low number 60-80% sand/silt	Few, if any >80% sand/silt	5
Frequency of streak marks and/or banana-shaped deposits	Absent	Uncommon	Common	Very Common	5
Fresh, large sand deposits in channel and on overbank areas	Rare or absent	Uncommon, fresh localized deposits along top of low banks	Common, fresh deposits along top of low banks	Large deposits in channel and along major portion of overbank area	8
Frequency and condition of point bars	Few, small, stable, and vegetated	Small and stable, well vegetated, moderate fresh sand	Large and unstable, high amount of fresh sand	Moderate to large, unstable, high amount of fresh sand	6
Table 2 score (average of points given, rounded to nearest whole number)					6

Table 3: Physical In-Stream Habitat

Relates to the ability of the stream to meet basic physical requirements necessary for the support of a well-balanced aquatic community (i.e, water temperature, water velocity, substrate type and quality).

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent wetted perimeter of channel bottom during base flow events	>85%	61 – 85%	40 – 60%	<40%	5
Frequency of diverse habitat (riffles, runs and pools) and flow when water is present	Highly diverse habitat and flows	Good mix of habitat types and relatively diverse flows	Low diversity of habitat types, depth and flow relatively uniform	One habitat type dominates, velocity and flow uniform	5
Percent of riffle composition from larger material (cobble or gravel)	>50%	49 – 25%	24 – 5%	Dominated by sand or silt	4
Typical base flow riffle depth (non-stormwater base flows)	>6”	5.9 – 4.0”	3.9 – 2.0”	<2”	5
Typical depth of large pools	>24”	24 – 18”	18 – 12”	<12”	4
Channel alterations at study site	No evidence	Minor	Moderate	Extensive	4
Summer afternoon water temperature (estimated using tree canopy coverage)	<82 degrees F	82 – 89	89 – 94	>94	4
Table 3 score (average of points given, rounded to nearest whole number)					4

Table 4: Riparian Habitat

Provides insight into changes in stream energetics, temperature regimes, and both aquatic and terrestrial habitat conditions.

	Score Selection:				Score
	Excellent (7 – 6)	*Good (5 – 4)*	*Fair (3 – 2)*	*Poor (1 – 0)*	
Width of forested buffer along both banks	Wide (>200 ft)	> 100 ft along major portion of both banks	Predominantly wooded, major gaps in one or both banks	Mostly non-woody vegetation with narrow riparian zones	3
Canopy coverage	small stream order: >80% large stream order: >60%	79 – 65% 59 – 45%	64 – 45% 44 – 30%	<45% <30%	5
Table 4 score (average of points given, rounded to nearest whole number)					4

Is the water feature actively flowing?

☑ Yes, surface water is flowing and there are connects pools. Complete Tables 5 and 6.

☐ No, standing water, waterway is dry, or there are dry beds are seen between pools. Skip Tables 5 and 6.

Table 5: Water Quality

Indicative of watershed perturbations and general level of human activity, point and nonpoint source pollutant loadings, and aquatic habitat conditions.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent substrate fouling on underside of cobble	Minimal, 0 – 10%	Light, 11 – 20%	Moderate, 21 – 50%	High, >50%	6
Total Dissolved Solids	350 – 399 mg/L	400 – 449	450 – 500	>500	6
Water odor	No odor	Slight organic odor	Slight – moderate organic odor	Strong organic odor	6
Table 5 score (average of points given, rounded to nearest whole number)					6

Table 6: Biological Indicators

Considered to be the best overall indication of stream health and the level of watershed perturbation.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Macroinvertebrate community diversity	High diversity of good water quality indicator species. Few snails, leeches, aquatic worms.	Good diversity of good water quality indicator species. Mayflies and caddisflies present.	Low diversity of good water quality indicator species.	Low diversity, predominantly pollution-tolerant species.	6
Number of organisms	High to moderate	Moderate	Moderate to low	Very low number	6
Table 6 score (average of points given, rounded to nearest whole number)					6

Table 7: RSAT Summary

	Score – flow	Score – no flow
1. Channel Stability	6	
2. Channel Scouring/Deposition	6	
3. Physical In-Stream Habitat	4	
4. Riparian Habitat	4	
5. Water Quality	6	
6. Biological Indicators	6	
Total Score:	32	
Verbal Score from Total Score:	☐ Excellent (42-50) ☑ Good (30-41) ☐ Fair (16-29) ☐ Poor (<16)	☐ Excellent (29-34) ☐ Good (20-28) ☐ Fair (11-19) ☐ Poor (<11)

Project Number: ESA

Riparian Buffer ESA Assessment Form

Environmental Services and Sustainability

A Riparian Buffer ESA Assessment Form is to be completed for each feature identified as potentially to exist on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of a riparian buffer is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about riparian buffers and assessing this feature may be found on the City of Denton webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID:**	Data Form 3
Property ID can be found through Denton Central Appraisal District		*Provide a unique ID when multiple features are assessed*	

Hydrologic Segment Information:

Name:	Unnamed tributary of Pecan Creek	**Width:**	25	**Order:**	6
When available, stream or tributary to segment name		*Approximate stream width*		*Stream order*	

Assessment Conclusion:

Select one of the following.

☐ IS an ESA. Based upon this assessment the area is a Riparian Buffer ESA. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.

☑ NOT an ESA. Based upon this assessment the area is not a Riparian Buffer ESA. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:

Provide a summary and discussion of details found in the field to support the conclusion selected above. Include a discussion of the Rapid Stream Assessment Techniques and the final verbal score (Section 5).

The unnamed tributary of Pecan Creek was confirmed to be present in the field. The creek held flowing water at the time of evaluation and conditions on site indicated that flow would be intermittent. No riparian vegetation was present in the region where the erosion control was installed along the Spencer Road bridge to the south. The RSAT along the southern region indicated that the stream was classified as Fair with a final verbal score of 27.

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA FIRM

Field Assessor:

Name of Field Assessor: Tyler Frohlich

Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.

Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:08:56 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

General Land Use:

Provide description of land hydrologically influencing feature. Select all that apply and provide more details as appropriate.

☐ Forest	Briefly describe:
☐ Agricultural:	☑ Pasture ☐ Fallow ☐ Crop, crop type:
☑ Residential:	☑ Low Intensity ☐ High Intensity
☑ Commercial/Industrial	
☐ Recreational	
☐ Other:	

Potential pollutants from current drainage area:

☑ urban/suburban landscape maintenance	■ urban/suburban parking lots or roads
☐ intensive agricultural use	☐ grazing animals have access to water feature
■ water feature has steep slopes	☐ plant or animal species of concern present
☐ water feature used for recreation	☐ waterway a drinking water source/adjacent to well
☐ other:	

Proposed construction activity in the drainage area of the water feature:

☐ Low impact potential (parks, low density residential)
■ High impact potential (high density residential, commercial development)
☐ Gas well plat

Benefit(s) current Riparian Buffer offers to the water feature:

■ intercepts sediment	■ provides fish habitat
■ intercepts nutrients	■ improves wildlife habitat
■ intercepts pesticides	■ stabilizes streambank
■ intercepts other pollutants	☐ unique aesthetics / privacy
☐ other:	

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Section 2. System Conditions

Stream Bank:

Evidence of frequent water level changes	☐ yes ☑ no		
Slope of bank	.30 %		
Soil class	☑ clay ☑ sand ☐ loam ☑ gravel ☐ ledge		
Active erosion	☐ slight ☑ moderate ☐ severe		
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☑ grass ☐ shrub ☐ young forest ☐ mature forest		
Large leaning trees	☑ yes ☐ no		
Invasive exotics present	☐ yes ☑ no	If yes, species:	% infestation:

Top of Bank:

Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☑ grass ☐ shrub ☐ young forest ☐ mature forest		
Invasive exotics present	☐ yes ☑ no	If yes, species:	% infestation:

Above the Bank:

Slope	.30 %		
Direction of slope	☑ toward the water feature ☐ away from water feature		
Runoff flow	☐ sheet flow across the land ☑ concentrated flow		
Active erosion	☐ slight ☑ moderate ☐ severe		
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☑ grass ☐ shrub ☐ young forest ☐ mature forest		
Invasive exotics present	☐ yes ☑ no	If yes, species:	% infestation:

Section 3. Brief Vegetation Survey

List all vegetative species where feature occurs for species covering >10% of the feature area and provide hydrophytic vegetation indicator of the species.

Bank:

Scientific name	*Common name*	*% Cover*	*Indicator*
Spreading Hedgeparsley	Torilis arvensis	25	NL
Prickly Lettuce	Lactuca serriola	20	FAC
Climbing Hempvine	Mikania scandens	15	FACW
Swamp Smartweed	Polygonum hydropiperoides	10	OBL
Pinkladies	Oenothera speciosa	10	NL

Bank Hydrophytic Vegetation Indicator: 3 : 0
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Buffer:

Scientific name	*Common name*	*% Cover*	*Indicator*
Virginia Pepperweed	Lepidium virginicum	30	FACU
Perennial Ryegrass	Lolium perenne	25	FACU
Field Brome	Bromus arvensis	15	FACU
Pinkladies	Oenothera speciosa	15	NL

Buffer Hydrophytic Vegetation Indicator: 0 : 3
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Section 4. Hydrology and Hydric Soils Indicators

Hydrology Indicators:

Primary	*Secondary*
☐ inundated	☐ oxidized root channels in upper 12”
☐ soil saturated in upper 12”	☐ water-stained leaves
☐ water marks	☐ county soil survey
☐ drift lines	☐ fac-neutral test
■ sediment deposits	
■ evidence of drainage pattern	
Comments:	

Hydric Soil Indicators:

☐ histosol	☐ concretions
☐ histic epipendon	☐ high surface organic content
☐ sulfidic odor	☐ organic streaking in sandy soils
☐ aquic moisture regime	☐ listed on local hydric soil list
☑ reducing conditions	☐ listed on national hydric soil list
☐ gleyed or low chroma colors	☐ other:
Comments:	

Section 5. Rapid Stream Assessment Techniques (RSAT)

The Rapid Stream Assessment Techniques is adapted from the Texas Commission on Environmental Quality's Surface Water Quality Monitoring Procedures, Chapter 9. Physical Habitat of Aquatic Systems. To complete the RSAT provide a score for each table, as applicable. Sum Tables 1 – 6 scores and provide the average using a whole number. Complete Table 7 with these scores. Provide a total RSAT score and a verbal score. Please note, the order of tables 4 and 5 were switched at Version 5 of this form.

Table 1: Channel Stability

Indicative of hydrological flow regime alteration and general condition of physical / aquatic habitat and provides insight into the past, present, and possible future changes in stream channel morphometry.

	Score Selection:				*Score*
	Excellent (11 – 9)	*Good (8 – 6)*	*Fair (5 – 3)*	*Poor (2 – 0)*	
Stability of bank network	> 80% is stable, no evidence of bank sloughing or failure	71-80% is stable, infrequent signs of bank sloughing, slumping or failure	50-70% is stable, some signs of bank sloughing, slumping or failure	< 50% is stable, recent or frequent signs of bank sloughing, slumping	7
Stream bends at study site or immediate vicinity of study site	Very stable: outer bank height is slightly above stream level, bank overhang minimal	Stable: outer bank height 2-3 ft. above stream level, bank overhang slight to moderate	Unstable: outer bank height is substantially above stream level, substantial bank overhang	Highly unstable: outer bank height significantly above stream level, overhangs large and deep.	7
Exposed tree roots	Old, large, and woody exposed roots, generally 0-1 recent large tree falls / stream mile	Old and large exposed roots, some smaller young roots, 2- 3 recent large tree falls / stream mile	Young exposed tree roots are common, 4-5 recent large tree falls per stream mile	No trees exist, or young exposed tree roots are abundant, 6 or more recent large tree falls per stream mile.	7
Presence of highly erosion-resistant plant/soil matrix or material in bottom 1/3 of bank	dominant	present	compromised	severely compromised or nonexistent.	4
Channel crossing section shape	generally, V or U-shaped	"wide" U	generally trapezoid shaped	wide trapezoid to rectangle shape	2
Table 1 score (average of points given, rounded to nearest whole number)					5

Table 2: Channel Scouring and Sediment Deposition

Relates to the level of uncontrolled storm water runoff, sediment load, and transport and degradation of in-stream habitat.

	Score Selection:				*Score*
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Riffle embeddedness with sand/silt	small stream order: <25% embeddedness larger stream order: <35% embeddedness	25 – 49% 35 – 59%	50 – 79% 60 – 85%	>75% >85%	5
Potential for deep pools 2 ft or greater, substrate condition	High number of pools Pool substrate <30% sand/silt	Moderate number 30-59% sand/silt	Low number 60-80% sand/silt	Few, if any >80% sand/silt	5
Frequency of streak marks and/or banana-shaped deposits	Absent	Uncommon	Common	Very Common	5
Fresh, large sand deposits in channel and on overbank areas	Rare or absent	Uncommon, fresh localized deposits along top of low banks	Common, fresh deposits along top of low banks	Large deposits in channel and along major portion of overbank area	8
Frequency and condition of point bars	Few, small, stable, and vegetated	Small and stable, well vegetated, moderate fresh sand	Large and unstable, high amount of fresh sand	Moderate to large, unstable, high amount of fresh sand	6
Table 2 score (average of points given, rounded to nearest whole number)					6

Table 3: Physical In-Stream Habitat

Relates to the ability of the stream to meet basic physical requirements necessary for the support of a well-balanced aquatic community (i.e, water temperature, water velocity, substrate type and quality).

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent wetted perimeter of channel bottom during base flow events	>85%	61 – 85%	40 – 60%	<40%	6
Frequency of diverse habitat (riffles, runs and pools) and flow when water is present	Highly diverse habitat and flows	Good mix of habitat types and relatively diverse flows	Low diversity of habitat types, depth and flow relatively uniform	One habitat type dominates, velocity and flow uniform	5
Percent of riffle composition from larger material (cobble or gravel)	>50%	49 – 25%	24 – 5%	Dominated by sand or silt	5
Typical base flow riffle depth (non-stormwater base flows)	>6”	5.9 – 4.0”	3.9 – 2.0”	<2”	5
Typical depth of large pools	>24”	24 – 18”	18 – 12”	<12”	4
Channel alterations at study site	No evidence	Minor	Moderate	Extensive	3
Summer afternoon water temperature (estimated using tree canopy coverage)	<82 degrees F	82 – 89	89 – 94	>94	2
Table 3 score (average of points given, rounded to nearest whole number)					4

Table 4: Riparian Habitat

Provides insight into changes in stream energetics, temperature regimes, and both aquatic and terrestrial habitat conditions.

	Score Selection:				Score
	Excellent (7 – 6)	*Good (5 – 4)*	*Fair (3 – 2)*	*Poor (1 – 0)*	
Width of forested buffer along both banks	Wide (>200 ft)	> 100 ft along major portion of both banks	Predominantly wooded, major gaps in one or both banks	Mostly non-woody vegetation with narrow riparian zones	1
Canopy coverage	small stream order: >80% large stream order: >60%	79 – 65% 59 – 45%	64 – 45% 44 – 30%	<45% <30%	1
Table 4 score (average of points given, rounded to nearest whole number)					1

Is the water feature actively flowing?

☑ Yes, surface water is flowing and there are connects pools. Complete Tables 5 and 6.

☐ No, standing water, waterway is dry, or there are dry beds are seen between pools. Skip Tables 5 and 6.

Table 5: Water Quality

Indicative of watershed perturbations and general level of human activity, point and nonpoint source pollutant loadings, and aquatic habitat conditions.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent substrate fouling on underside of cobble	Minimal, 0 – 10%	Light, 11 – 20%	Moderate, 21 – 50%	High, >50%	6
Total Dissolved Solids	350 – 399 mg/L	400 – 449	450 – 500	>500	6
Water odor	No odor	Slight organic odor	Slight – moderate organic odor	Strong organic odor	6
Table 5 score (average of points given, rounded to nearest whole number)					6

Table 6: Biological Indicators

Considered to be the best overall indication of stream health and the level of watershed perturbation.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Macroinvertebrate community diversity	High diversity of good water quality indicator species. Few snails, leeches, aquatic worms.	Good diversity of good water quality indicator species. Mayflies and caddisflies present.	Low diversity of good water quality indicator species.	Low diversity, predominantly pollution-tolerant species.	6
Number of organisms	High to moderate	Moderate	Moderate to low	Very low number	6
Table 6 score (average of points given, rounded to nearest whole number)					6

Table 7: RSAT Summary

	Score – flow	Score – no flow
1. Channel Stability	5	
2. Channel Scouring/Deposition	6	
3. Physical In-Stream Habitat	4	
4. Riparian Habitat	1	
5. Water Quality	6	
6. Biological Indicators	6	
Total Score:	27	
Verbal Score from Total Score:	☐ Excellent (42-50) ☐ Good (30-41) ☑ Fair (16-29) ☐ Poor (<16)	☐ Excellent (29-34) ☐ Good (20-28) ☐ Fair (11-19) ☐ Poor (<11)

Project Number: ESA

Riparian Buffer ESA Assessment Form

Environmental Services and Sustainability

A Riparian Buffer ESA Assessment Form is to be completed for each feature identified as potentially to exist on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of a riparian buffer is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about riparian buffers and assessing this feature may be found on the City of Denton webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID:**	Data Form 4
Property ID can be found through Denton Central Appraisal District		*Provide a unique ID when multiple features are assessed*	

Hydrologic Segment Information:

Name:	**Width:**	**Order:**
Unnamed tributary of Pecan Creek	7	1
When available, stream or tributary to segment name	*Approximate stream width*	*Stream order*

Assessment Conclusion:

Select one of the following.

- [x] IS an ESA. Based upon this assessment the area is a Riparian Buffer ESA. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.
- [ ] NOT an ESA. Based upon this assessment the area is not a Riparian Buffer ESA. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:

Provide a summary and discussion of details found in the field to support the conclusion selected above. Include a discussion of the Rapid Stream Assessment Techniques and the final verbal score (Section 5).

The unnamed tributary of Pecan Creek was confirmed to be present in the field. The creek held flowing water at the time of evaluation and conditions on site indicated that flow would be intermittent. The riparian vegetation was comprised of an over story of American elm, and Osage orange with an under story comprised of Chinese privet shrubs, and greenbrier. The RSAT indicated that the stream was classified as Good with a final verbal score of 30.

Attachments Provided:

Required:	[x] overall site map [x] current map of feature [x] proposed map of feature [x] soils map [x] photographs representative of feature
Other:	FEMA FIRM

Field Assessor:

Name of Field Assessor: Tyler Frohlich

Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.

Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:09:17 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

General Land Use:

Provide description of land hydrologically influencing feature. Select all that apply and provide more details as appropriate.

☑ Forest	Briefly describe: Forested along creek
☐ Agricultural:	☑ Pasture ☐ Fallow ☑ Crop, crop type:
☑ Residential:	☑ Low Intensity ☐ High Intensity
☑ Commercial/Industrial	
☐ Recreational	
☐ Other:	

Potential pollutants from current drainage area:

☑ urban/suburban landscape maintenance	■ urban/suburban parking lots or roads
☐ intensive agricultural use	☐ grazing animals have access to water feature
■ water feature has steep slopes	☐ plant or animal species of concern present
☐ water feature used for recreation	☐ waterway a drinking water source/adjacent to well
☐ other:	

Proposed construction activity in the drainage area of the water feature:

☐ Low impact potential (parks, low density residential)
■ High impact potential (high density residential, commercial development)
☐ Gas well plat

Benefit(s) current Riparian Buffer offers to the water feature:

■ intercepts sediment	■ provides fish habitat
■ intercepts nutrients	■ improves wildlife habitat
■ intercepts pesticides	■ stabilizes streambank
■ intercepts other pollutants	☐ unique aesthetics / privacy
☐ other:	

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Section 2. System Conditions

Stream Bank:

Evidence of frequent water level changes	☐ yes ☑ no		
Slope of bank	.30 %		
Soil class	☑ clay ☑ sand ☐ loam ☑ gravel ☐ ledge		
Active erosion	☐ slight ☑ moderate ☐ severe		
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☐ grass ☐ shrub ☑ young forest ☑ mature forest		
Large leaning trees	☑ yes ☐ no		
Invasive exotics present	☑ yes ☐ no	If yes, species: Chinese privet	% infestation: 20

Top of Bank:

Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated		
Dominant cover	☐ cement ☐ bare ☐ grass ☑ shrub ☑ young forest ☑ mature forest		
Invasive exotics present	☑ yes ☐ no	If yes, species: Chinese privet	% infestation: 60

Above the Bank:

Slope	.30 %
Direction of slope	☑ toward the water feature ☐ away from water feature
Runoff flow	☐ sheet flow across the land ☑ concentrated flow
Active erosion	☐ slight ☑ moderate ☐ severe
Existing plant cover	☐ little to none ☑ moderate ☐ well vegetated
Dominant cover	☐ cement ☐ bare ☐ grass ☐ shrub ☑ young forest ☐ mature forest
Invasive exotics present	☑ yes ☐ no If yes, species: Chinese privet % infestation: 50

Section 3. Brief Vegetation Survey

List all vegetative species where feature occurs for species covering >10% of the feature area and provide hydrophytic vegetation indicator of the species.

Bank:

Scientific name	*Common name*	*% Cover*	*Indicator*
American Elm	Ulmus americana	15	FAC
Chinese Privet	Ligustrum sinense	20	UPL
Swamp Smartweed	Polygonum hydropiperoides	10	OBL

Bank Hydrophytic Vegetation Indicator: 2 : 1
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Buffer:

Scientific name	*Common name*	*% Cover*	*Indicator*
American Elm	Ulmus americana	10	FAC
Chinese privet	Ligustrum sinense	60	UPL
Mustang Grape	Vitis mustangensis	10	NL
Osage Orange	Maclura pomifera	45	FACU

Buffer Hydrophytic Vegetation Indicator: 1 : 2
(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Section 4. Hydrology and Hydric Soils Indicators

Hydrology Indicators:

Primary	*Secondary*
☐ inundated	☐ oxidized root channels in upper 12”
☐ soil saturated in upper 12”	☐ water-stained leaves
☐ water marks	☐ county soil survey
☐ drift lines	☐ fac-neutral test
■ sediment deposits	
■ evidence of drainage pattern	
Comments:	

Hydric Soil Indicators:

☐ histosol	☐ concretions
☐ histic epipendon	☐ high surface organic content
☐ sulfidic odor	☐ organic streaking in sandy soils
☐ aquic moisture regime	☐ listed on local hydric soil list
☑ reducing conditions	☐ listed on national hydric soil list
☐ gleyed or low chroma colors	☐ other:
Comments:	

Section 5. Rapid Stream Assessment Techniques (RSAT)

The Rapid Stream Assessment Techniques is adapted from the Texas Commission on Environmental Quality's Surface Water Quality Monitoring Procedures, Chapter 9. Physical Habitat of Aquatic Systems. To complete the RSAT provide a score for each table, as applicable. Sum Tables 1 – 6 scores and provide the average using a whole number. Complete Table 7 with these scores. Provide a total RSAT score and a verbal score. Please note, the order of tables 4 and 5 were switched at Version 5 of this form.

Table 1: Channel Stability

Indicative of hydrological flow regime alteration and general condition of physical / aquatic habitat and provides insight into the past, present, and possible future changes in stream channel morphometry.

	Score Selection:				*Score*
	Excellent (11 – 9)	*Good (8 – 6)*	*Fair (5 – 3)*	*Poor (2 – 0)*	
Stability of bank network	> 80% is stable, no evidence of bank sloughing or failure	71-80% is stable, infrequent signs of bank sloughing, slumping or failure	50-70% is stable, some signs of bank sloughing, slumping or failure	< 50% is stable, recent or frequent signs of bank sloughing, slumping	7
Stream bends at study site or immediate vicinity of study site	Very stable: outer bank height is slightly above stream level, bank overhang minimal	Stable: outer bank height 2-3 ft. above stream level, bank overhang slight to moderate	Unstable: outer bank height is substantially above stream level, substantial bank overhang	Highly unstable: outer bank height significantly above stream level, overhangs large and deep.	7
Exposed tree roots	Old, large, and woody exposed roots, generally 0-1 recent large tree falls / stream mile	Old and large exposed roots, some smaller young roots, 2- 3 recent large tree falls / stream mile	Young exposed tree roots are common, 4-5 recent large tree falls per stream mile	No trees exist, or young exposed tree roots are abundant, 6 or more recent large tree falls per stream mile.	7
Presence of highly erosion-resistant plant/soil matrix or material in bottom 1/3 of bank	dominant	present	compromised	severely compromised or nonexistent.	4
Channel crossing section shape	generally, V or U-shaped	"wide" U	generally trapezoid shaped	wide trapezoid to rectangle shape	7
Table 1 score (average of points given, rounded to nearest whole number)					6

Table 2: Channel Scouring and Sediment Deposition

Relates to the level of uncontrolled storm water runoff, sediment load, and transport and degradation of in-stream habitat.

	Score Selection:				*Score*
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Riffle embeddedness with sand/silt	small stream order: <25% embeddedness larger stream order: <35% embeddedness	25 – 49% 35 – 59%	50 – 79% 60 – 85%	>75% >85%	5
Potential for deep pools 2 ft or greater, substrate condition	High number of pools Pool substrate <30% sand/silt	Moderate number 30-59% sand/silt	Low number 60-80% sand/silt	Few, if any >80% sand/silt	5
Frequency of streak marks and/or banana-shaped deposits	Absent	Uncommon	Common	Very Common	5
Fresh, large sand deposits in channel and on overbank areas	Rare or absent	Uncommon, fresh localized deposits along top of low banks	Common, fresh deposits along top of low banks	Large deposits in channel and along major portion of overbank area	8
Frequency and condition of point bars	Few, small, stable, and vegetated	Small and stable, well vegetated, moderate fresh sand	Large and unstable, high amount of fresh sand	Moderate to large, unstable, high amount of fresh sand	6
Table 2 score (average of points given, rounded to nearest whole number)					6

Table 3: Physical In-Stream Habitat

Relates to the ability of the stream to meet basic physical requirements necessary for the support of a well-balanced aquatic community (i.e, water temperature, water velocity, substrate type and quality).

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent wetted perimeter of channel bottom during base flow events	>85%	61 – 85%	40 – 60%	<40%	5
Frequency of diverse habitat (riffles, runs and pools) and flow when water is present	Highly diverse habitat and flows	Good mix of habitat types and relatively diverse flows	Low diversity of habitat types, depth and flow relatively uniform	One habitat type dominates, velocity and flow uniform	5
Percent of riffle composition from larger material (cobble or gravel)	>50%	49 – 25%	24 – 5%	Dominated by sand or silt	4
Typical base flow riffle depth (non-stormwater base flows)	>6”	5.9 – 4.0”	3.9 – 2.0”	<2”	5
Typical depth of large pools	>24”	24 – 18”	18 – 12”	<12”	4
Channel alterations at study site	No evidence	Minor	Moderate	Extensive	4
Summer afternoon water temperature (estimated using tree canopy coverage)	<82 degrees F	82 – 89	89 – 94	>94	4
Table 3 score (average of points given, rounded to nearest whole number)					4

Table 4: Riparian Habitat

Provides insight into changes in stream energetics, temperature regimes, and both aquatic and terrestrial habitat conditions.

	Score Selection:				Score
	Excellent (7 – 6)	*Good (5 – 4)*	*Fair (3 – 2)*	*Poor (1 – 0)*	
Width of forested buffer along both banks	Wide (>200 ft)	> 100 ft along major portion of both banks	Predominantly wooded, major gaps in one or both banks	Mostly non-woody vegetation with narrow riparian zones	2
Canopy coverage	small stream order: >80% large stream order: >60%	79 – 65% 59 – 45%	64 – 45% 44 – 30%	<45% <30%	1
Table 4 score (average of points given, rounded to nearest whole number)					2

Is the water feature actively flowing?

☑ Yes, surface water is flowing and there are connects pools. Complete Tables 5 and 6.

☐ No, standing water, waterway is dry, or there are dry beds are seen between pools. Skip Tables 5 and 6.

Table 5: Water Quality

Indicative of watershed perturbations and general level of human activity, point and nonpoint source pollutant loadings, and aquatic habitat conditions.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Percent substrate fouling on underside of cobble	Minimal, 0 – 10%	Light, 11 – 20%	Moderate, 21 – 50%	High, >50%	6
Total Dissolved Solids	350 – 399 mg/L	400 – 449	450 – 500	>500	6
Water odor	No odor	Slight organic odor	Slight – moderate organic odor	Strong organic odor	6
Table 5 score (average of points given, rounded to nearest whole number)					6

Table 6: Biological Indicators

Considered to be the best overall indication of stream health and the level of watershed perturbation.

	Score Selection:				Score
	Excellent (8 – 7)	*Good (6 – 5)*	*Fair (4 – 3)*	*Poor (2 – 0)*	
Macroinvertebrate community diversity	High diversity of good water quality indicator species. Few snails, leeches, aquatic worms.	Good diversity of good water quality indicator species. Mayflies and caddisflies present.	Low diversity of good water quality indicator species.	Low diversity, predominantly pollution-tolerant species.	6
Number of organisms	High to moderate	Moderate	Moderate to low	Very low number	6
Table 6 score (average of points given, rounded to nearest whole number)					6

Table 7: RSAT Summary

	Score – flow	Score – no flow
1. Channel Stability	6	
2. Channel Scouring/Deposition	6	
3. Physical In-Stream Habitat	4	
4. Riparian Habitat	2	
5. Water Quality	6	
6. Biological Indicators	6	
Total Score:	30	
Verbal Score from Total Score:	☐ Excellent (42-50) ☑ Good (30-41) ☐ Fair (16-29) ☐ Poor (<16)	☐ Excellent (29-34) ☐ Good (20-28) ☐ Fair (11-19) ☐ Poor (<11)

Project Number: ESA

Water-Related Habitat Assessment Form

Environmental Services and Sustainability

A Water-Related Habitat Assessment Form is to be completed for each feature identified as potentially existing on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of a water-related habitat is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about water-related habitats and assessing this feature may be found on the City of Denton webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID:**	Data Form 5
Property ID can be found through Denton Central Appraisal District		*Provide a unique ID when multiple features are assessed*	

Type of Water-Related Habitat

Select the type. Complete assessment Section 1 and the appropriate section below.

- ☐ Isolated and Adjacent Wetland(s) (Section 2)
- ☑ Bottomland Hardwood Forest (Section 3)
- ☐ Spring(s) (Section 4)
- ☐ Deep Water Habitat (Section 5)

Assessment Conclusion:

Select one of the following.

- ☐ IS an ESA. Based upon this assessment the area is a Water-Related Habitat. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.
- ☑ NOT an ESA. Based upon this assessment the area is not a Water-Related Habitat. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:

Provide a summary of details found in the field to support the conclusion selected above.

A region surrounding the unnamed tributary of Pecan Creek was identified on the City of Denton ESA map as water related habitat - not assessed or assessment expired. Bottomland hardwood habitat was not identified in the region as it had been previously cleared for a utility line ROW between 2022 and 2023. The region was observed with no existing canopy cover and was removed from the Water Related Habitat - Bottomland Hardwood ESA designation.

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA FIRM

Field Assessor:

Name of Field Assessor: Tyler Frohlich

Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.

Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:09:40 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

General Land Use

Provide description of land hydrologically influencing feature. Select all that apply and provide more details as appropriate.

☐ Forest	Briefly describe:
☐ Agricultural:	☐ Pasture ☐ Fallow ☐ Crop, crop type:
☑ Residential:	☑ Low Intensity ☐ High Intensity
☑ Commercial/Industrial	
☐ Recreational	
☐ Other:	

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Section 2. Isolated and Adjacent Wetland(s)

Hydrology Indicators

Primary	*Secondary*
☐ inundated	☐ oxidized root channels in upper 12”
☐ soil saturated in upper 12”	☐ water-stained leaves
☐ water marks	☐ county soil survey
☐ drift lines	☐ fac-neutral test
☐ sediment deposits	
☐ evidence of drainage pattern	
Comments:	

Hydric Soil Indicators

☐ histosol	☐ concretions
☐ histic epipendon	☐ high surface organic content
☐ sulfidic odor	☐ organic streaking in sandy soils
☐ aquic moisture regime	☐ listed on local hydric soil list
☐ reducing conditions	☐ listed on national hydric soil list
☐ gleyed or low chroma colors	☐ other:
Comments:	

Brief Vegetation Survey:

List all vegetative species where feature occurs for species covering >10% of the feature area and provide hydrophytic vegetation indicator of the species.

Scientific name	*Common name*	*% Cover*	*Indicator*

Hydrophytic Vegetation Indicator: ___ : ___

(*Number of plant species that are OBL, FACW and FAC to number of plant species that are FACU and UPL*)

Section 3. Bottomland Hardwood Forest

List vegetative species covering >10% of the feature area.

Bottomland hardwood forests are deciduous forested wetlands and river bottoms with alluvial soil deposition. Periodic to constant wet conditions support certain species of trees such as pecan, Texas hickory, American elm, Chinkapin oak, Chittamwood, Green ash, Black walnut, Indigo bush, Texas persimmon, Shumard oak, sycamore, and Carolina buckthorn.

Old growth canopy trees

Scientific name	*Common name*	*% Cover*

Re-growth canopy trees

Scientific name	*Common name*	*% Cover*

Small trees / understory trees

Scientific name	*Common name*	*% Cover*

Understory vegetation – shrub / vine / forb / grass

Scientific name	*Common name*	*% Cover*
Ligustrum sinense	Chinese privet	70
Sorgum halepense	Johnson Grass	10
Vitis mustangensis	Mustang Grape	10
Smilax bona-nox	Saw Greenbrier	10

Forest floor conditions:

Select all that apply.

☐ Standing dead timber ☐ Fallen dead timber ☑ Detritus / leaf litter ☐ fungi

Comments:

Section 4. Spring(s)

List vegetative species covering >10% of the feature area.

Brief Vegetation Survey:

Scientific name	*Common name*	*% Cover*

Comments:

Section 5. Deep Water Habitat

Deep water habitats are permanently flooded lands lying below the deep water boundaries of wetlands. The boundary between wetland and deep water habitat in the riverine and lacustrine systems lies at a depth of 2 meters (6.6 feet) below low water; however, if emergent, shrubs or trees grow beyond this depth at any time, their deep water edge is the boundary.

Functions

☐ intercept sediment	☐ provide fish habitat
☐ intercept nutrients	☐ evidence of wildlife use
☐ intercept pesticides	☐ unique aesthetics

Impairments

☐ trash or litter / evidence of dumping	☐ livestock has access

Vegetation in water and on bank

☐ submerged aquatic vegetation	☐ moist soil grasses and forbs
☐ floating-leaf	☐ tree cover (shade)
☐ emergent vegetation	

Brief Vegetation Survey:

List vegetative species covering >10% of the feature area.

Scientific name	*Common name*	*% Cover*

Comments:

Project Number: ESA

Cross Timbers Upland Habitat Assessment Form

Environmental Services and Sustainability

A Cross Timbers Upland Habitat Assessment Form is to be completed for each feature identified as potentially existing on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of upland habitat is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about upland habitats and assessing this feature may be found on the City of Denton ESA webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID(s):**	Data Form 6
Property ID can be found through Denton Central Appraisal District		*Provide a feature ID when multiple features are assessed*	

Assessment Conclusion:
Select one of the following.

☐ IS an ESA. Based upon this assessment the area meets the criteria of Cross Timbers Upland Habitat. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.

☑ NOT an ESA. Based upon this assessment the area is not Cross Timbers Upland Habitat. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:
Provide a summary and discussion of details found in the field to support the conclusion selected above.

The region is dominated by herbaceous species. The area lacks the basic characteristics of a cross timbers upland forest. Therefore, this area does not meet the requirements to be verified as an ESA.

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA FIRM, aerial photographs

Field Assessor:
Name of Field Assessor: Tyler Frohlich
Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.
Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:07:20 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Callisburg fine sandy loam, 1 to 3 percent slopes	
Gasil fine sandy loam, 1 to 3 percent slopes	

Alfisol or Ultisol soil type present: ☑ yes ☐ no

Trails, Utility Clearings and Forest Openings within the Tree Stand:

Are there existing drive aisles, trails, utility clearings or canopy openings interior to the tree stand?
(*roadways and similar hard breaks do not apply*)

☐ yes: complete Section 3. ☑ no

Section 2. Forest Vegetation Survey

List all vegetative species covering >10% of the feature area

Old Growth Canopy Trees

Scientific name	*Common name*	*% Cover*

Re-Growth Canopy Trees

Are tree(s) present >6" DBH: ☐ yes ☑ no

Scientific name	*Common name*	*% Cover*

Small Trees/Saplings

Scientific name	*Common name*	*% Cover*

Understory Vegetation (shrubs/vines/grasses/forbs)

Scientific name	*Common name*	*% Cover*
Lolium perenne	Perennial Ryegrass	40
Lolium arundinaceum	Tall Fescue	25
Heterotheca subaxillaris	Camphorweed	15
Hordeum pusillum	Little Barley	10

Forest floor conditions:

Select all that apply.

☐ standing dead timber ☑ fallen dead timber ☑ detritus/leaf litter ☐ fungi

Section 3. Interior Forest Opening(s)

Interior forest openings or canopy gaps have traditionally served important roles in Cross Timbers Upland Habitats. Characterized by limited canopy cover and increased light penetration, these areas support native forbs, grasses, and shrubs that enhance wildlife habitat and biodiversity. They can also be important areas of regrowth for Quercus species. Common vegetative species seen in these areas include American beautyberry, plum or sumac thickets, Coralberry, Little bluestem, Big bluestem, Indiangrass, Switchgrass, Coneflower, and Indian blanket.

List all vegetative species covering >10% of the feature area.

Vegetation Survey

Scientific name	*Common name*	*% Cover*

Supports forest habitat:

Does the vegetation of the forest opening(s) provide wildlife resources, such as food or shelter?	☐ yes ☐ no
Is wildlife able to traverse the habitat through the forest opening(s)?	☐ yes ☐ no
Do(es) the forest opening(s) increase species richness?	☐ yes ☐ no

Comments:

Provide a supporting discussion on interior forest openings included or not included as part of the overall habitat. Labeling on the map may be needed if more than one area is considered.

Project Number: ESA

Cross Timbers Upland Habitat Assessment Form

Environmental Services and Sustainability

A Cross Timbers Upland Habitat Assessment Form is to be completed for each feature identified as potentially existing on the Official ESA Map. Additionally, any feature identified onsite that potentially has characteristics of upland habitat is to be identified, described and documented through this form. Features of substantially similar characteristics and location may be grouped together on one form. More information about upland habitats and assessing this feature may be found on the City of Denton ESA webpage.

Property Address or Property ID:	2201 & 2203 Spencer Road **R** 34406, 191269	**Feature ID(s):**	Data Form 7
Property ID can be found through Denton Central Appraisal District		*Provide a feature ID when multiple features are assessed*	

Assessment Conclusion:
Select one of the following.

☑ IS an ESA. Based upon this assessment the area meets the criteria of Cross Timbers Upland Habitat. I recommend the Official ESA Map be updated to confirm the ESA designation in this area.

☐ NOT an ESA. Based upon this assessment the area is not Cross Timbers Upland Habitat. I recommend the Official ESA Map be updated to remove the ESA designation from this area.

Assessment Comments:
Provide a summary and discussion of details found in the field to support the conclusion selected above.

Post oak overstory with scattered eastern red cedar trees and saplings. Chinese privet overgrown in understory. Recent aerial photography indicates that the forested area has remained forested for several decades. The area was previously part of a larger, contiguous forest but a portion was removed between 2007 and 2008 for a development to the east. Based on aerial photography in Google Earth, the current contiguous canopy cover is 12.5 acres. Therefore, this area meets the minimum 10-acre requirement to be verified as an ESA.

Attachments Provided:

Required:	☑ overall site map ☑ current map of feature ☑ proposed map of feature ☑ soils map ☑ photographs representative of feature
Other:	FEMA FIRM, aerial photographs

Field Assessor:

Name of Field Assessor: Tyler Frohlich
Affiliation of Assessor (Organization): Integrated Environmental Solutions, LLC.
Date the assessment was performed: 09 May 2024

I certify that the information provided here is an accurate description of the area(s) assessed.

Karisa Fenton Digitally signed by Karisa Fenton Date: 2024.05.20 15:07:48 -05'00'

Environmental Services Representative:

I concur with the description of this ESA and conclusion of this assessment.

Section 1. General Information

Soil Map Unit Name(s):

Provide soil classification types where feature occurs.

Silstid loamy fine sand, 1 to 5 percent slopes	

Alfisol or Ultisol soil type present: ☑ yes ☐ no

Trails, Utility Clearings and Forest Openings within the Tree Stand:

Are there existing drive aisles, trails, utility clearings or canopy openings interior to the tree stand?
(*roadways and similar hard breaks do not apply*)

☐ yes: complete Section 3. ☑ no

Section 2. Forest Vegetation Survey

List all vegetative species covering >10% of the feature area

Old Growth Canopy Trees

Scientific name	*Common name*	*% Cover*
Quercus stellata	Post Oak	50

Re-Growth Canopy Trees

Are tree(s) present >6" DBH: ☑ yes ☐ no

Scientific name	*Common name*	*% Cover*
Quercus stellata	Post Oak	30

Small Trees/Saplings

Scientific name	*Common name*	*% Cover*
Quercus stellata	Post Oak	20
Juniperus virginiana	Eastern red cedar	10

Understory Vegetation (shrubs/vines/grasses/forbs)

Scientific name	*Common name*	*% Cover*
Ligustrum sinense	Chinese privet	60
Smilax bona-nox	Saw Greenbrier	10

Forest floor conditions:

Select all that apply.

☐ standing dead timber ☑ fallen dead timber ☑ detritus/leaf litter ☐ fungi

Section 3. Interior Forest Opening(s)

Interior forest openings or canopy gaps have traditionally served important roles in Cross Timbers Upland Habitats. Characterized by limited canopy cover and increased light penetration, these areas support native forbs, grasses, and shrubs that enhance wildlife habitat and biodiversity. They can also be important areas of regrowth for Quercus species. Common vegetative species seen in these areas include American beautyberry, plum or sumac thickets, Coralberry, Little bluestem, Big bluestem, Indiangrass, Switchgrass, Coneflower, and Indian blanket.

List all vegetative species covering >10% of the feature area.

Vegetation Survey

Scientific name	*Common name*	*% Cover*

Supports forest habitat:

Does the vegetation of the forest opening(s) provide wildlife resources, such as food or shelter?	☐ yes ☐ no
Is wildlife able to traverse the habitat through the forest opening(s)?	☐ yes ☐ no
Do(es) the forest opening(s) increase species richness?	☐ yes ☐ no

Comments:

Provide a supporting discussion on interior forest openings included or not included as part of the overall habitat. Labeling on the map may be needed if more than one area is considered.

APPENDIX C

Tree Inventory Data

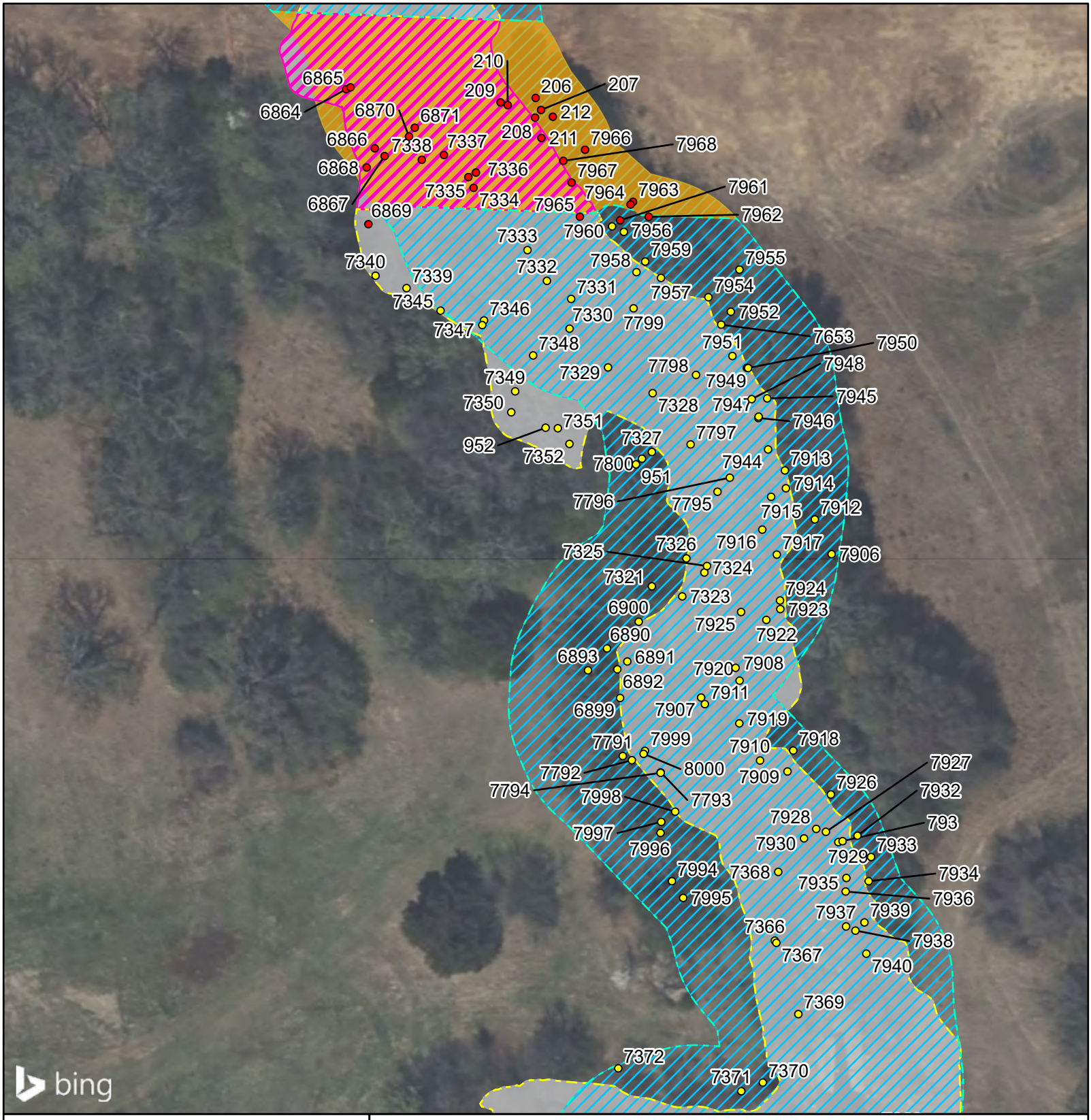


Figure 1A.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0 55

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

- Survey Area
- Undeveloped Floodplain ESA
- Riparian Buffer ESA

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain

Direct/ Permanent Impacts

- Floodplain
- Riparian Buffer
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas

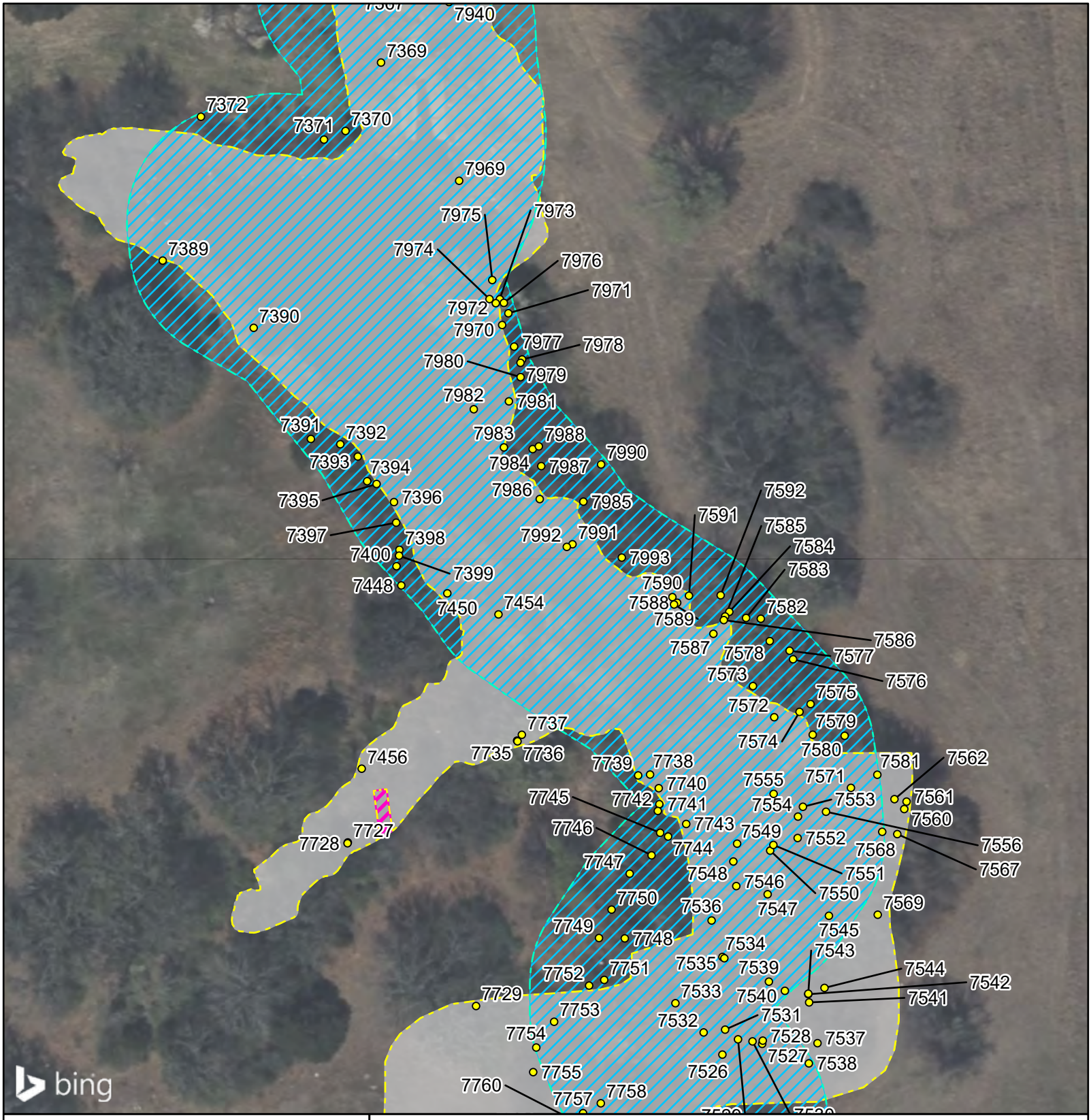


Figure 1B.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0 55

N
W E
S

File Ref. 04.110.165
Date: 4/8/2025

Survey Area
Undeveloped Floodplain ESA
Riparian Buffer ESA

Mitigation/ Preservation Area

Riparian Buffer
Floodplain

Direct/ Permanent Impacts

Floodplain
Riparian Buffer
Trees within the Mitigation Areas
Trees within the Proposed Impact Areas

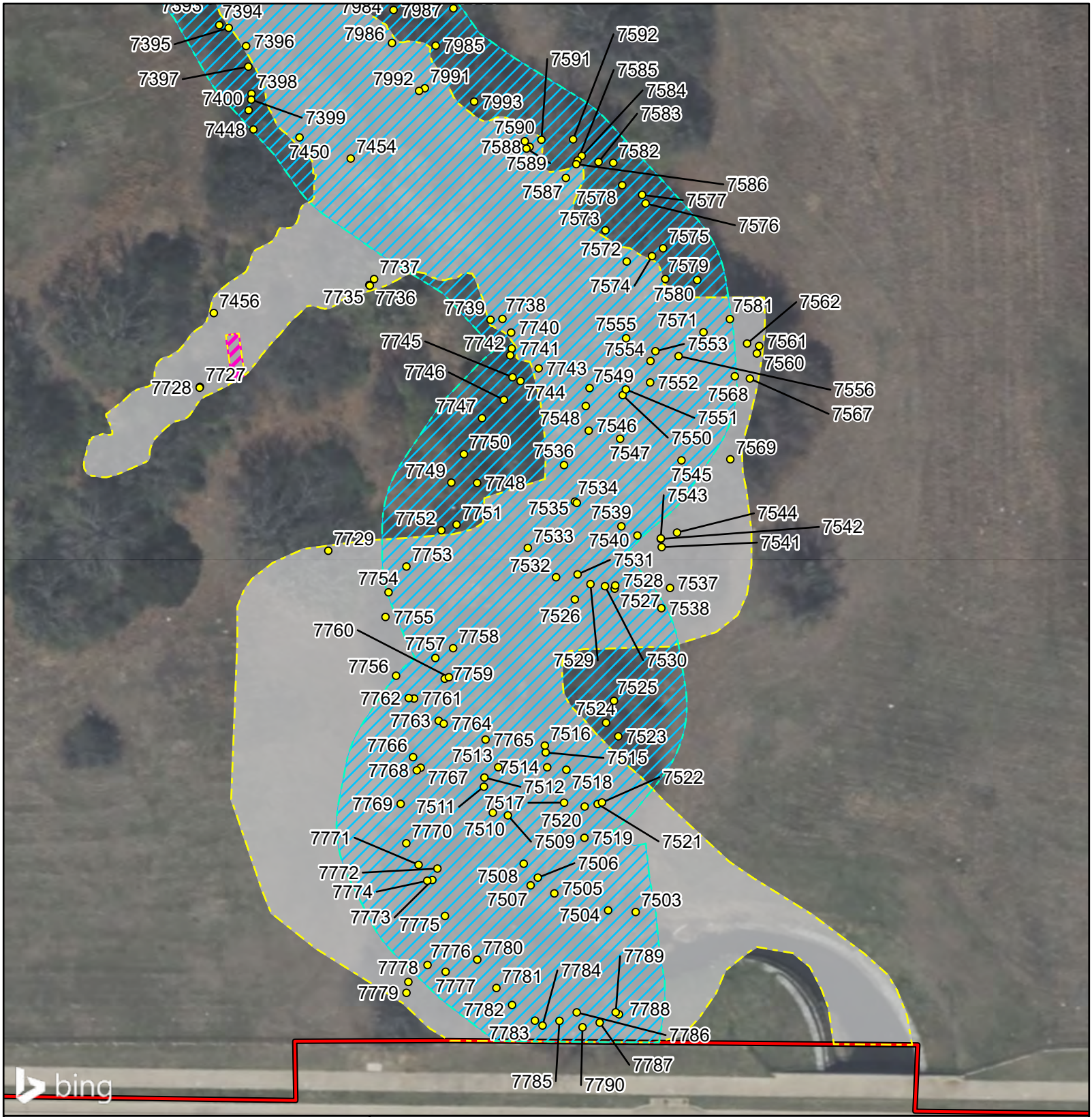


Figure 1C.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0 55

N
W E
S

File Ref. 04.110.165
Date: 4/8/2025

- Survey Area
- Undeveloped Floodplain ESA
- Riparian Buffer ESA

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain

Direct/ Permanent Impacts

- Floodplain
- Riparian Buffer
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas

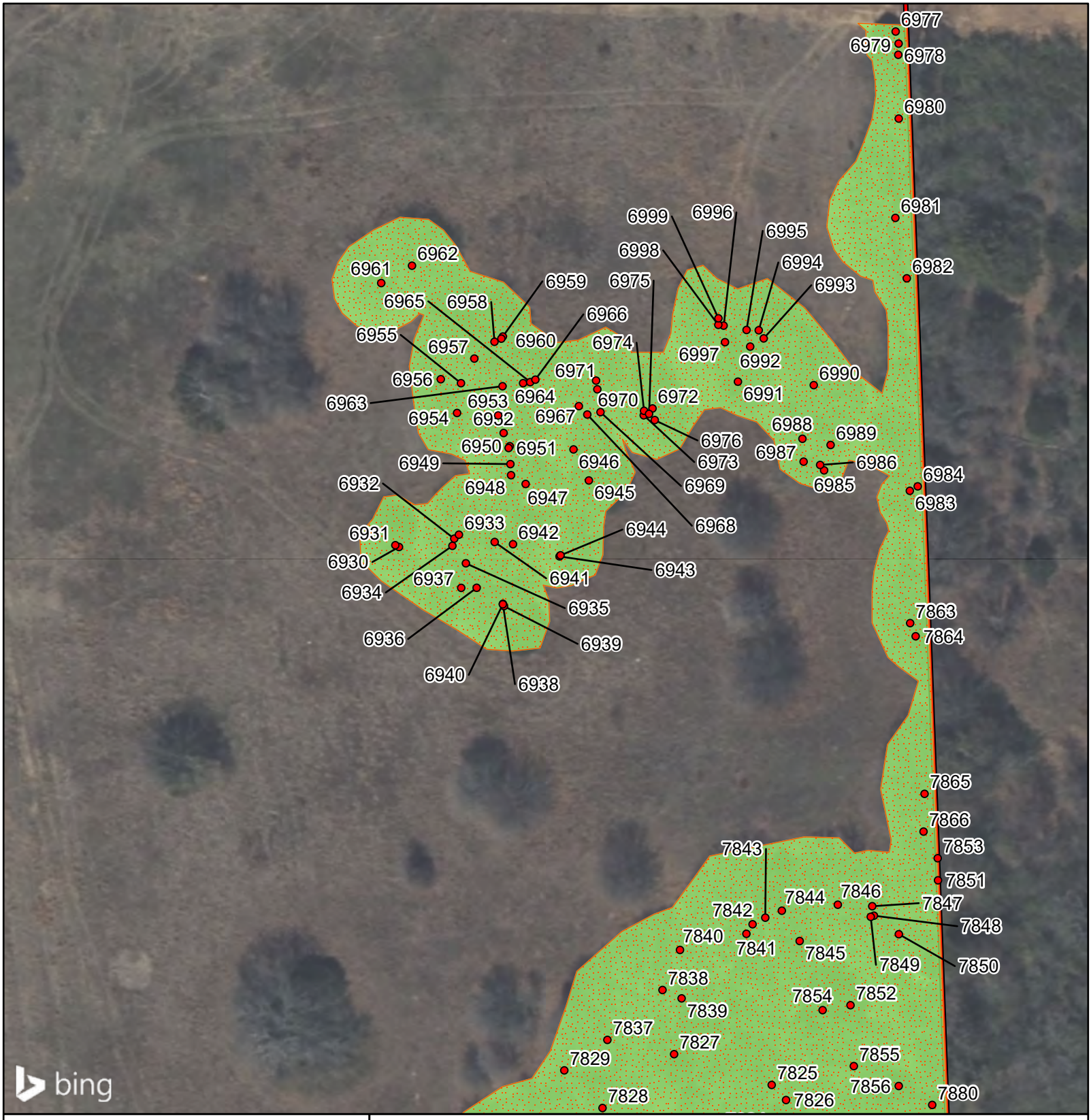


Figure 1D.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0 55

N
W E
S

File Ref. 04.110.165
Date: 4/9/2025

Survey Area

Cross Timbers Upland ESA

Cross Timbers Preservation

Direct/ Permanent Impacts

Cross Timbers

Trees within the Mitigation Areas

Trees within the Proposed Impact Areas

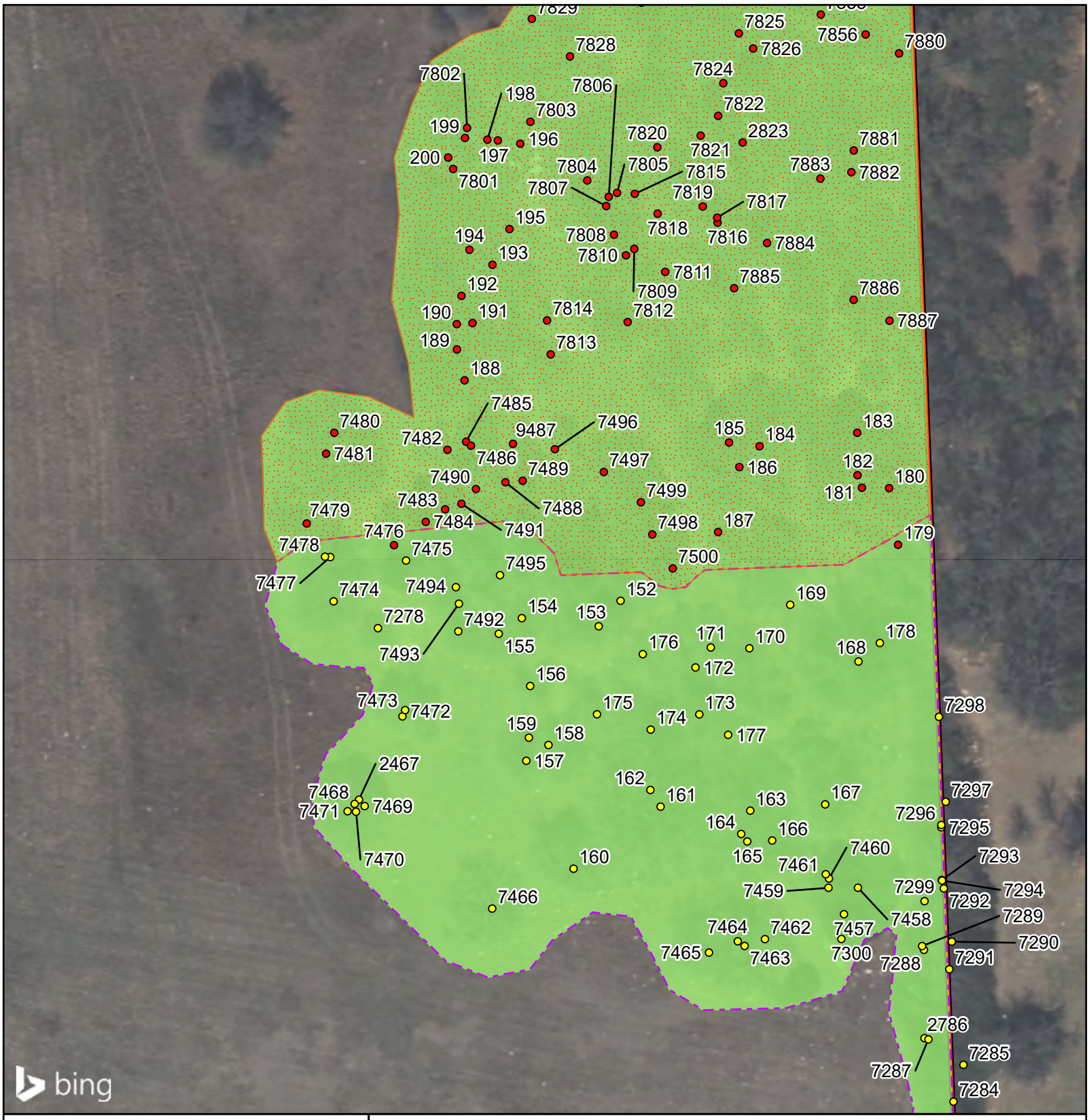


Figure 1E.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0 55

N
W E
S

File Ref. 04.110.165
Date: 4/9/2025

Survey Area

Cross Timbers Upland ESA

Cross Timbers Preservation

Direct/ Permanent Impacts

Cross Timbers

Trees within the Mitigation Areas

Trees within the Proposed Impact Areas

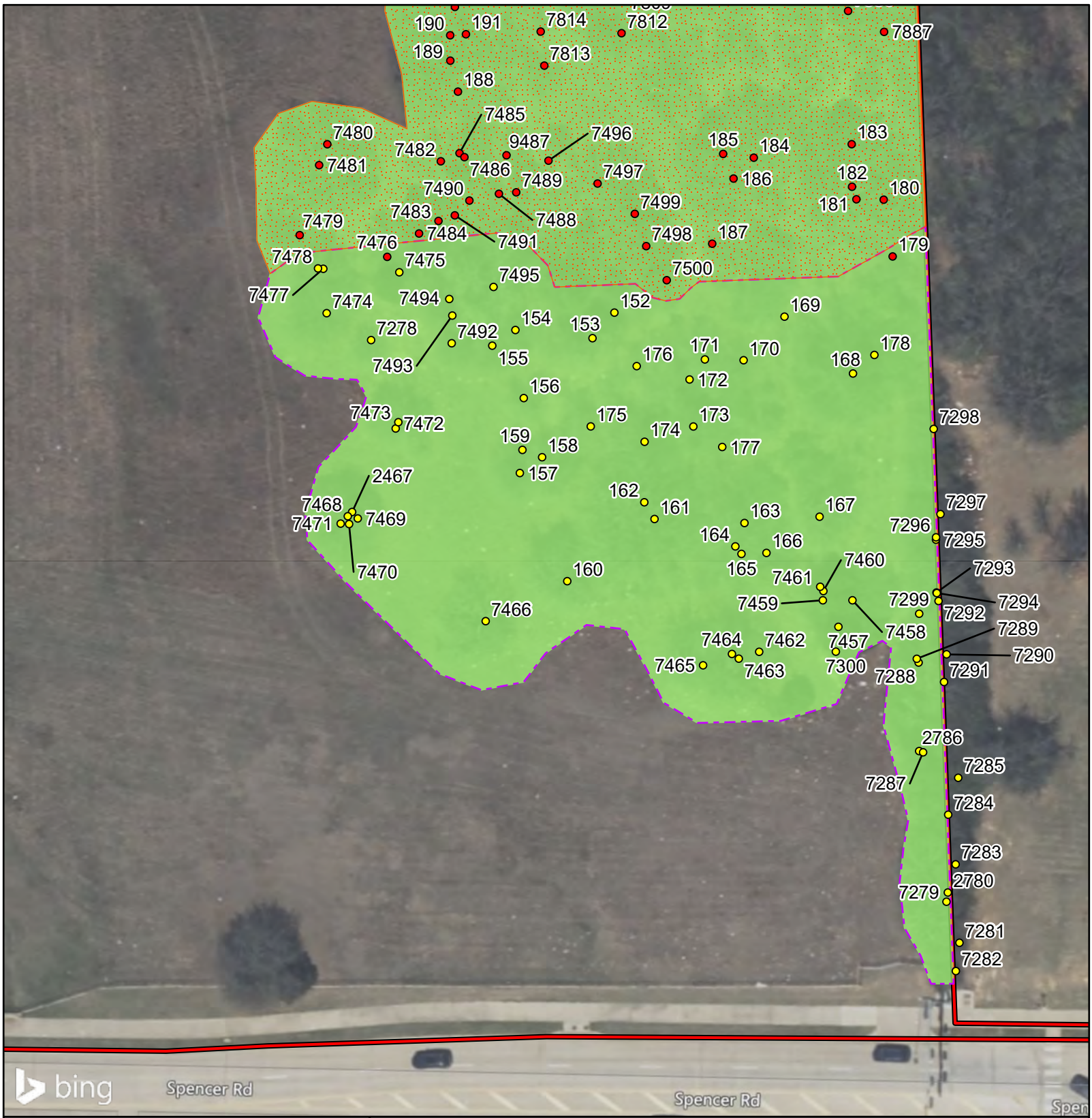


Figure 1F.
Tree Inventory Overview

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 55 ft

Feet
0
55

N
W
E
S

File Ref. 04.110.165
Date: 4/9/2025

Survey Area

Cross Timbers Upland ESA

Cross Timbers Preservation

Direct/ Permanent Impacts

Cross Timbers

Trees within the Mitigation Areas

Trees within the Proposed Impact Areas

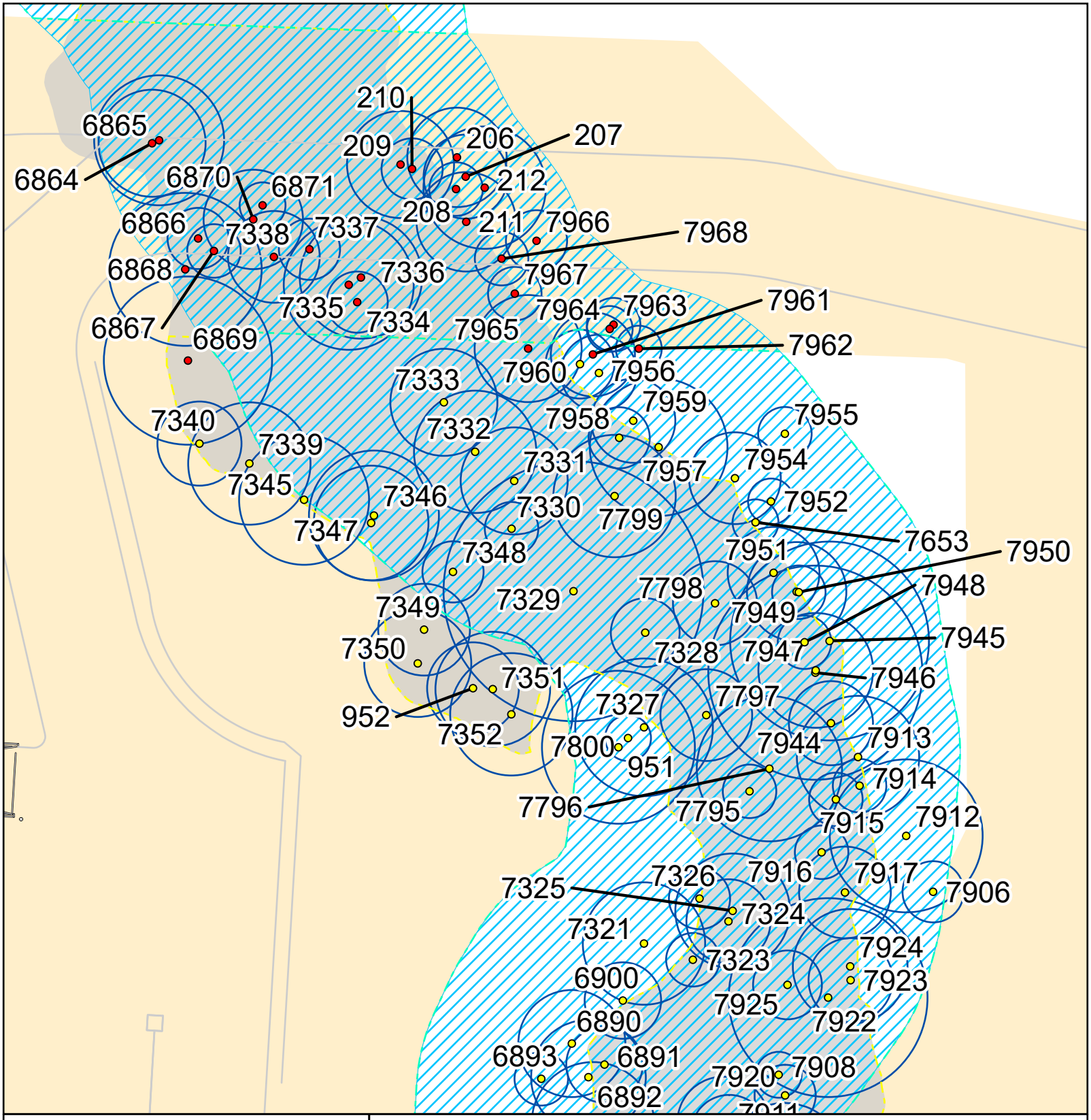


Figure 2A.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

File Ref. 04.110.165
Date: 5/27/2025

N
W E
S

- Survey Area
- Riparian Buffer ESA
- Undeveloped Floodplain ESA

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain

- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

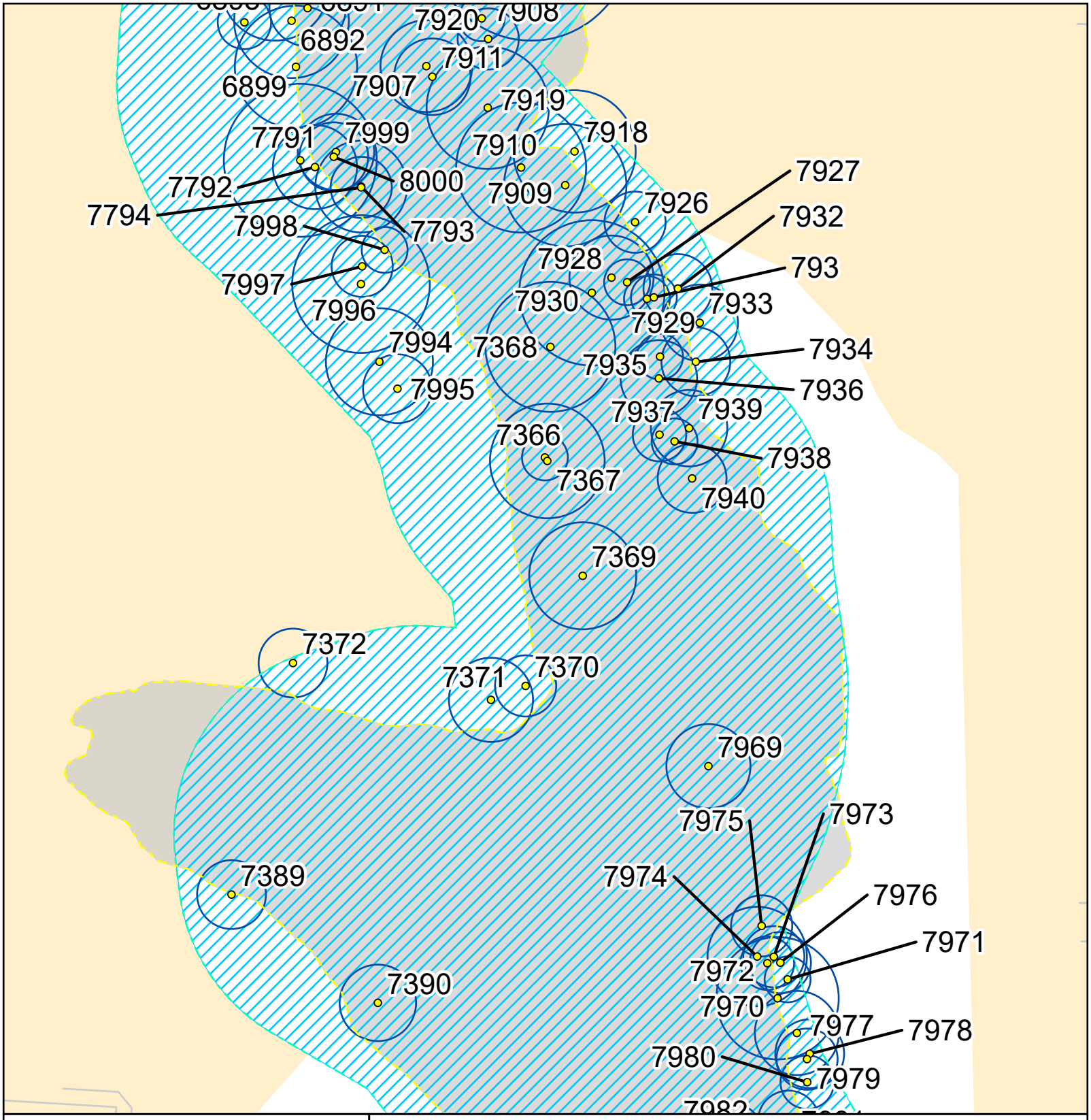


Figure 2B.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

- Survey Area
- Riparian Buffer ESA
- Undeveloped Floodplain ESA

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain

- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

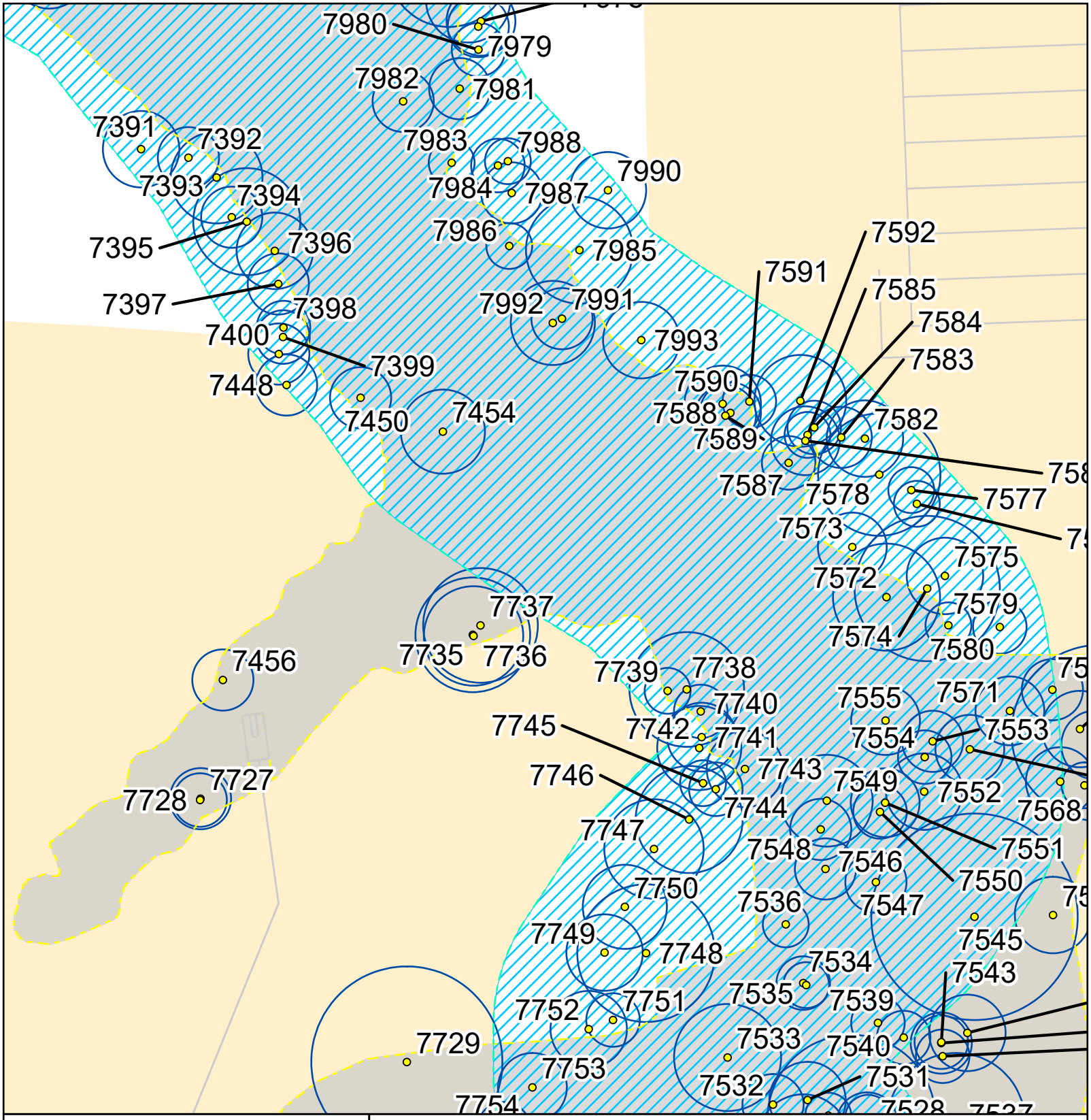


Figure 2C.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

- Survey Area
- Riparian Buffer ESA
- Undeveloped Floodplain ESA

Mitigation/ Preservation Area

- Riparian Buffer
- Floodplain

- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

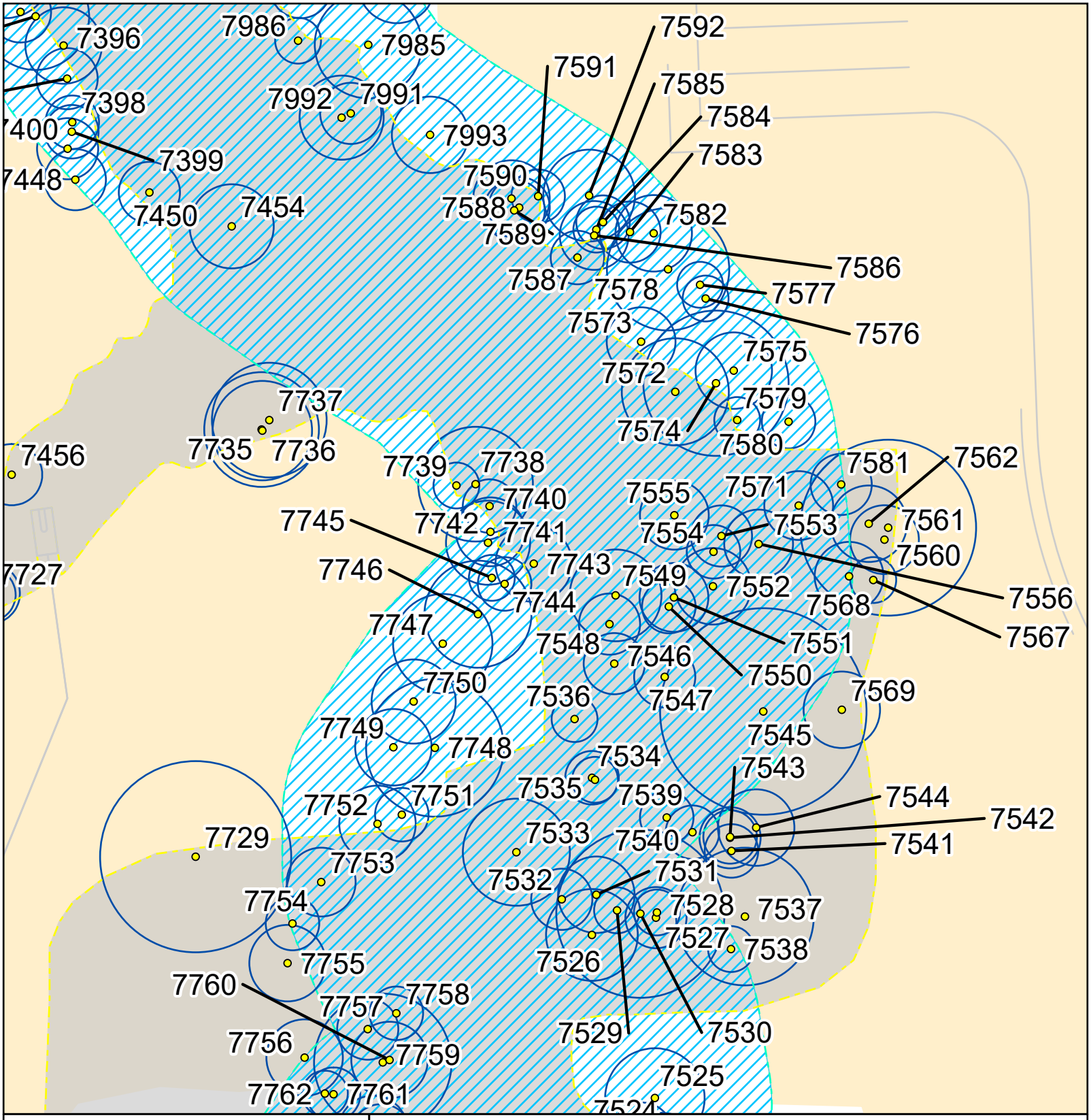


Figure 2D.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

Survey Area
Riparian Buffer ESA
Undeveloped Floodplain ESA

Mitigation/ Preservation Area

Riparian Buffer
Floodplain

Trees within the Mitigation Areas
Trees within the Proposed Impact Areas
Critical Root Zone
Site Plan Structures
Development Impact Area

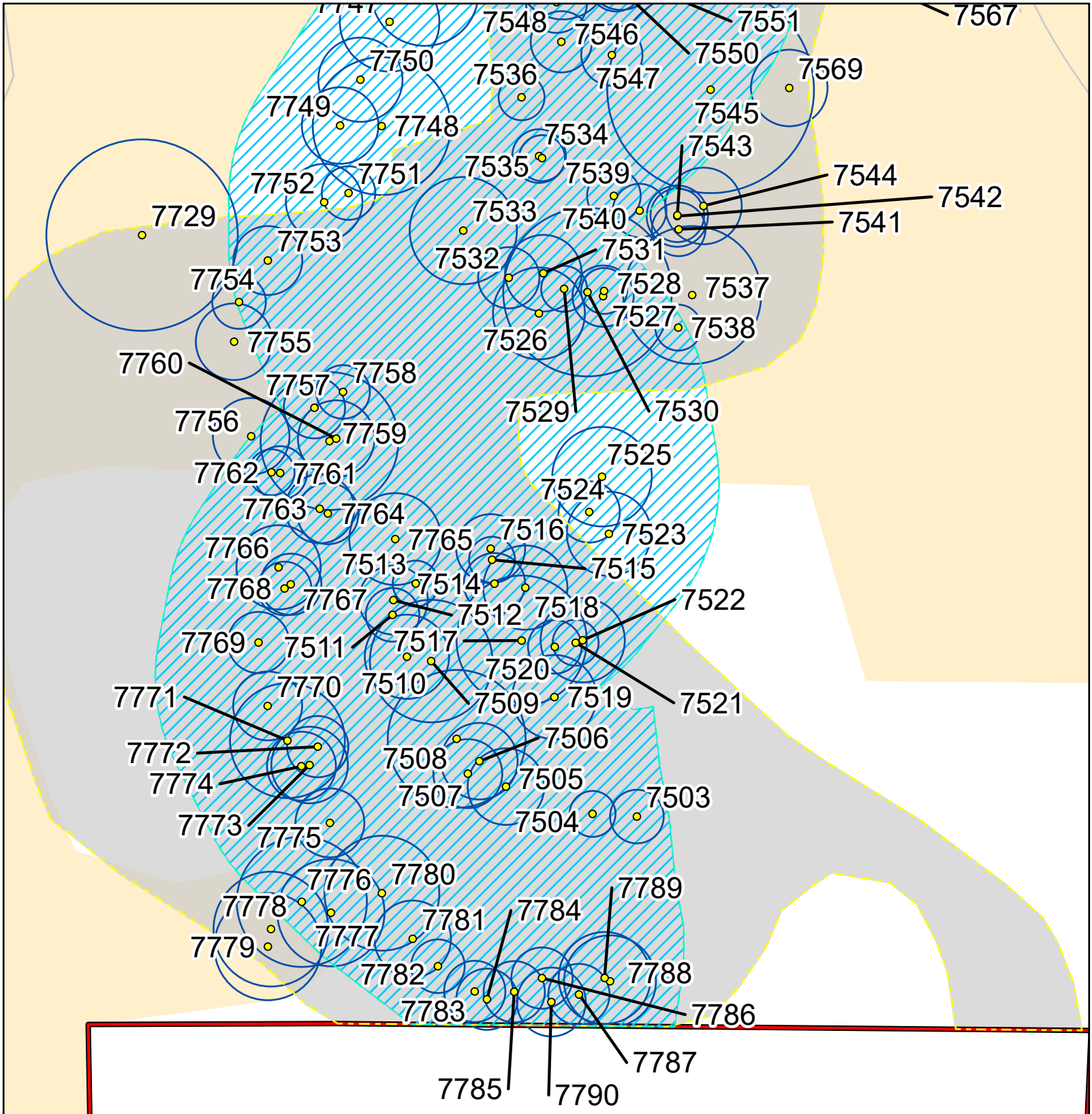


Figure 2E.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

Survey Area
Riparian Buffer ESA
Undeveloped Floodplain ESA

Mitigation/ Preservation Area

Riparian Buffer
Floodplain

Trees within the Mitigation Areas
Trees within the Proposed Impact Areas
Critical Root Zone
Site Plan Structures
Development Impact Area

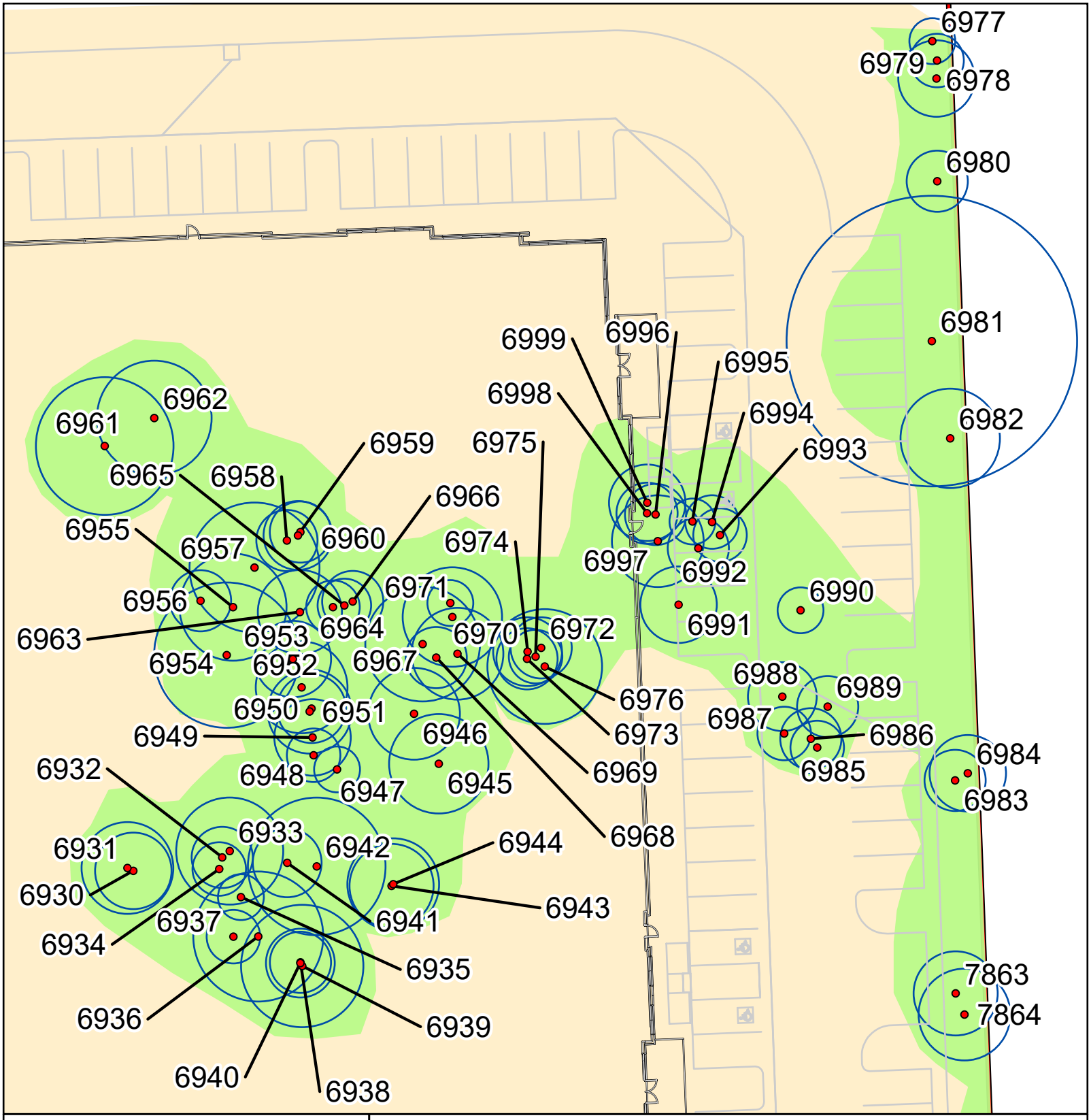


Figure 2F.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

- Survey Area
- Cross Timbers Upland ESA
- Riparian Buffer ESA
- Undeveloped Floodplain ESA
- Cross Timbers Preservation
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

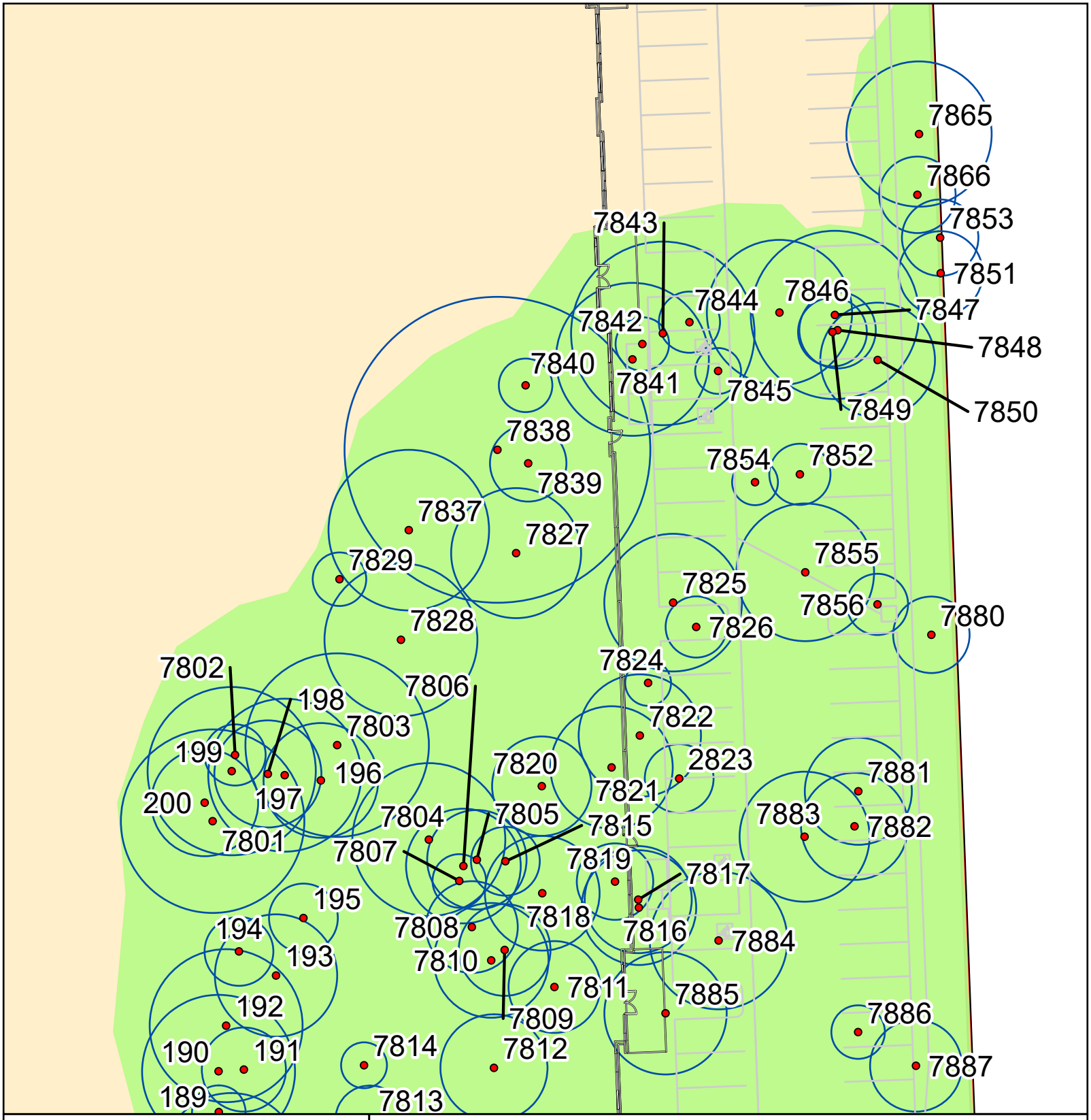


Figure 2G.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0 34

N
W E
S

File Ref. 04.110.165
Date: 5/27/2025

- Survey Area
- Cross Timbers Upland ESA
- Riparian Buffer ESA
- Undeveloped Floodplain ESA
- Cross Timbers Preservation
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

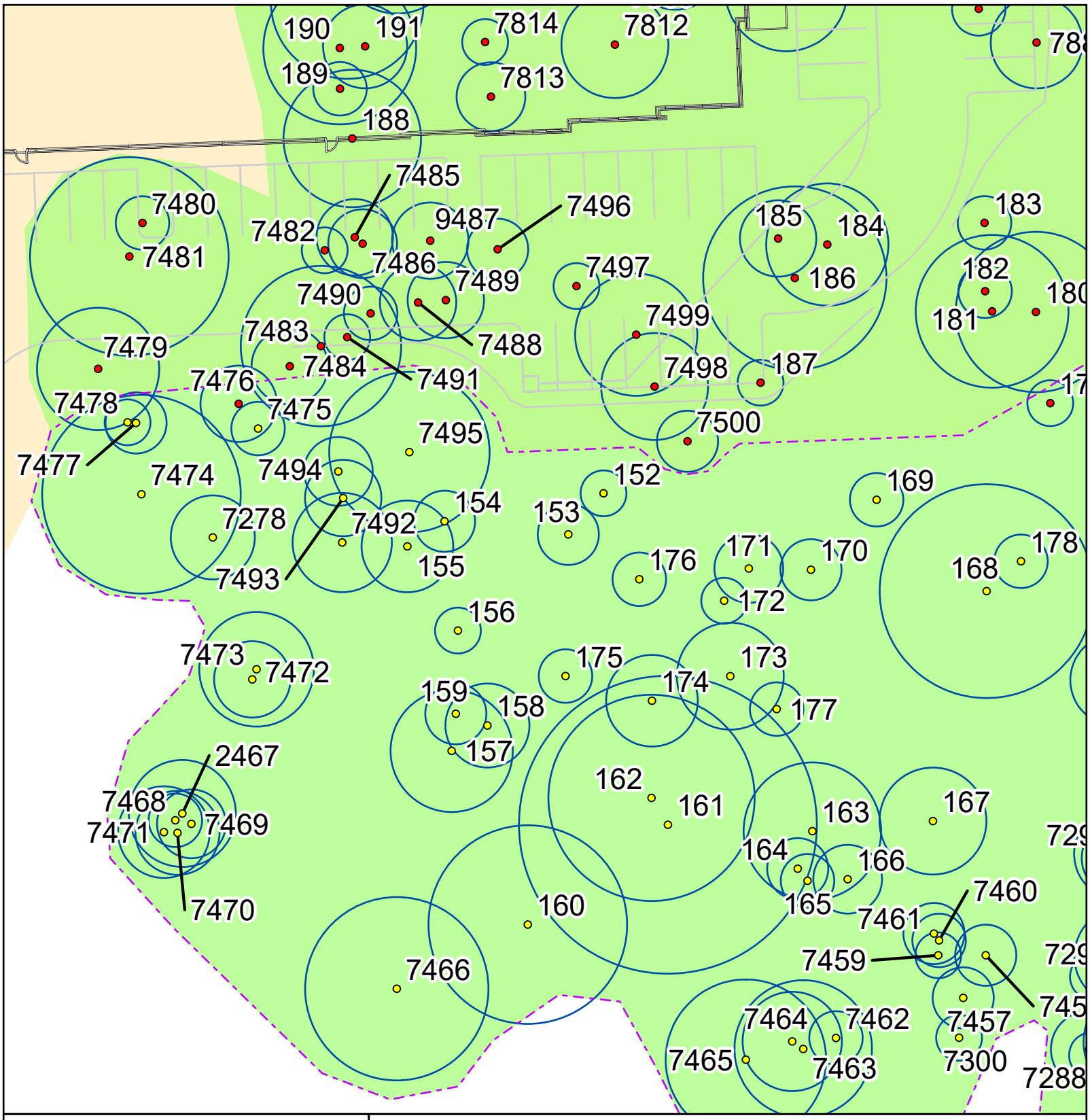


Figure 2H.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0
34

File Ref. 04.110.165
Date: 5/27/2025

N
W
E
S

- Survey Area
- Cross Timbers Upland ESA
- Riparian Buffer ESA
- Undeveloped Floodplain ESA
- Cross Timbers Preservation
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

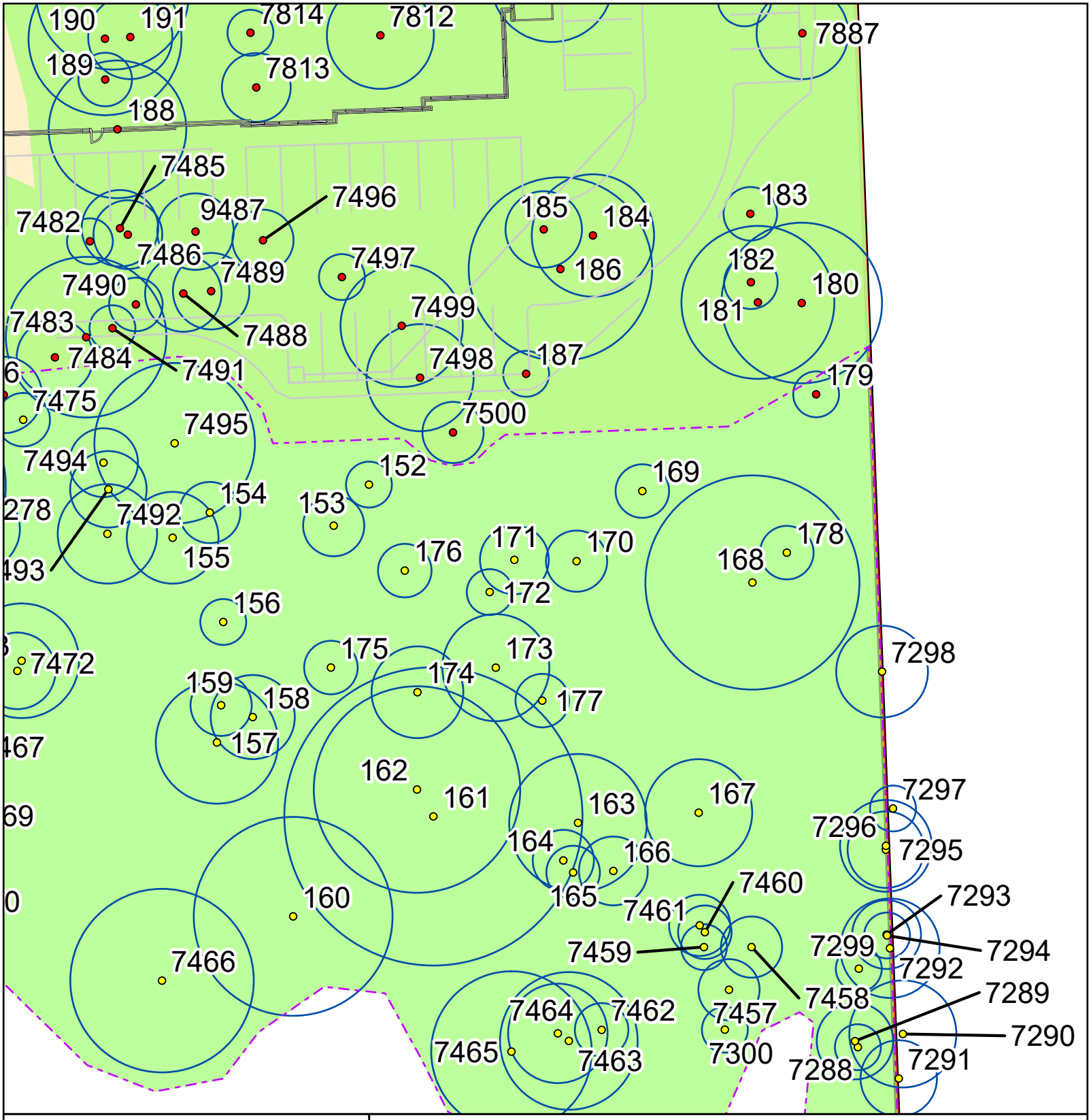


Figure 2I.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

1 in = 34 ft

Feet
0
34

File Ref. 04.110.165
Date: 5/27/2025

N
W
E
S

- Survey Area
- Cross Timbers Upland ESA
- Riparian Buffer ESA
- Undeveloped Floodplain ESA
- Cross Timbers Preservation
- Trees within the Mitigation Areas
- Trees within the Proposed Impact Areas
- Critical Root Zone
- Site Plan Structures
- Development Impact Area

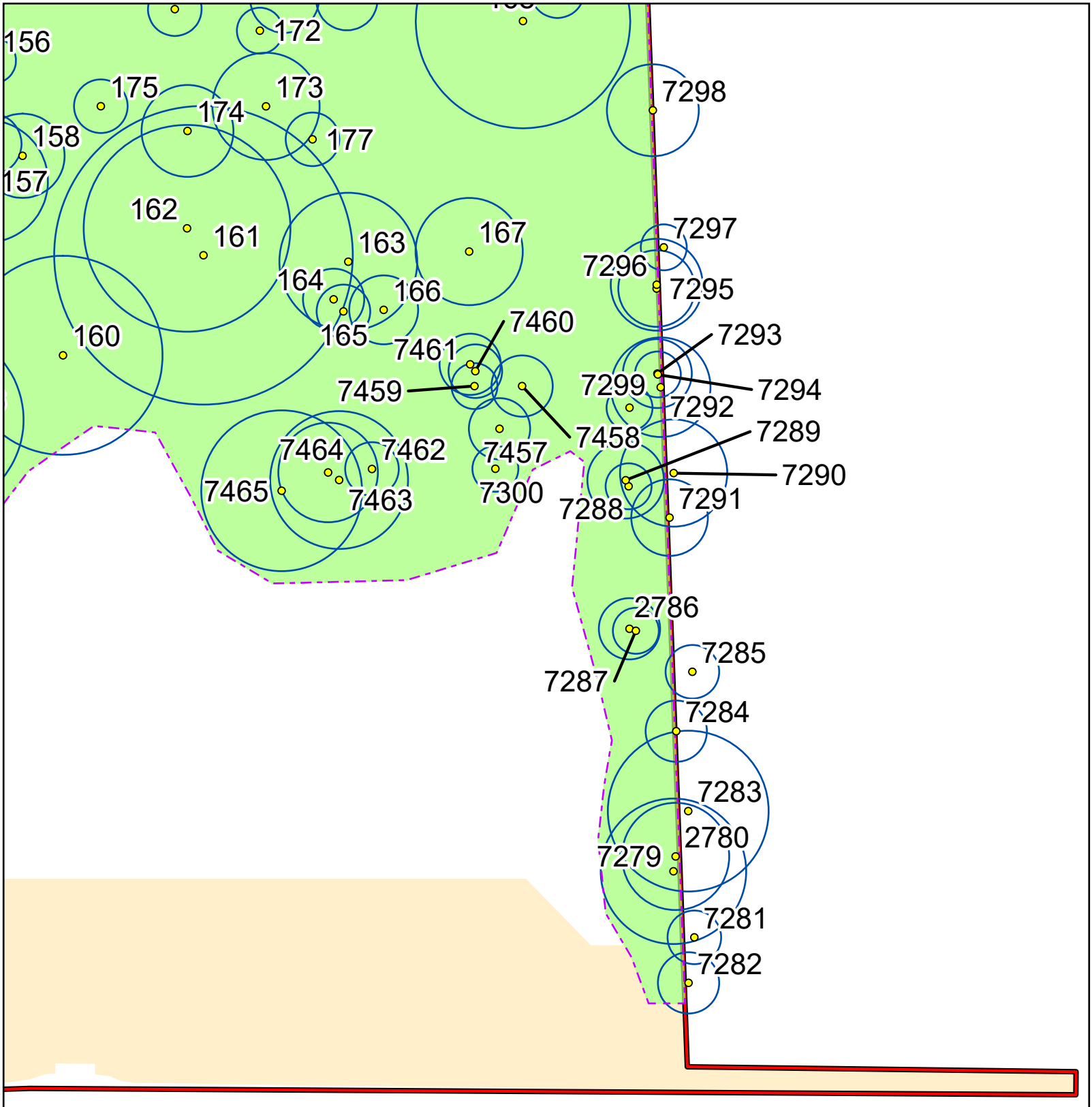


Figure 2J.
Tree Inventory

Spencer Road Industrial
City of Denton
Denton County, Texas

File Ref. 04.110.165
Date: 5/27/2025

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
152	6	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
153	8.4	post oak	8	No	Healthy	0	61-90	No	No	No	No
154	7.6	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
155	12.5	blackjack oak	8	Yes	Healthy	0	61-90	No	No	No	No
156	6.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
157	15.9	blackjack oak	15	Yes	Healthy	0	61-90	No	No	No	No
158	10.6	post oak	11	No	Healthy	0	61-90	No	No	No	No
159	8.3	post oak	8	No	Healthy	0	61-90	No	No	No	No
160	25.5	post oak	20	Yes	Healthy	0	61-90	No	No	No	No
161	39.2	post oak	36	Yes	Healthy	0	61-90	No	No	No	No
162	27.2	post oak	28	No	Healthy	0	61-90	No	No	No	No
163	18.4	post oak	18	No	Healthy	0	61-90	No	No	No	No
164	8	gum bumelia	7	No	Healthy	0	61-90	No	No	No	No
165	7.2	gum bumelia	7	No	Healthy	0	61-90	No	No	No	No
166	8.7	blackjack oak	9	Yes	Healthy	0	61-90	No	No	No	No
167	14	post oak	14	No	Healthy	0	61-90	No	No	No	No
168	28.4	post oak	29	No	Healthy	0	61-90	No	No	No	No
169	6.6	post oak	7	No	Healthy	0	61-90	No	No	No	No
170	7.5	blackjack oak	8	Yes	Healthy	0	61-90	No	No	No	No
171	8.9	blackjack oak	7	Yes	Healthy	0	61-90	No	No	No	No
172	6.4	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
173	14	blackjack oak	14	No	Healthy	0	61-90	No	No	No	No
174	12.2	post oak	12	No	Healthy	0	61-90	No	No	No	No
175	7	post oak	6	No	Healthy	0	61-90	No	No	No	No
176	7.2	post oak	7	No	Healthy	0	61-90	No	No	No	No
177	7.1	post oak	7	No	Healthy	0	61-90	No	No	No	No
178	6.9	Ashe juniper	7	No	Healthy	0	61-90	No	No	No	No
179	6	blackjack oak	6	Yes	Healthy	0	61-90	No	No	No	No
180	20.9	post oak	21	No	Healthy	0	61-90	No	No	No	No
181	19.7	post oak	21	Yes	Healthy	0	61-90	No	No	No	No
182	7.1	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
183	7.1	eastern red cedar	6	No	Damaged	60	61-90	No	No	No	No
184	16	post oak	17	No	Healthy	0	61-90	No	No	No	No
185	9.7	eastern red cedar	9	Yes	Healthy	0	61-90	No	No	No	No
186	24.5	post oak	25	Yes	Healthy	25	61-90	No	No	No	No
187	6.2	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
188	18.4	post oak	18	No	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
189	6.7	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
190	19.7	post oak	20	No	Healthy	0	61-90	No	No	No	No
191	11.3	post oak	11	No	Healthy	0	61-90	No	No	No	No
192	20.1	post oak	20	No	Healthy	0	61-90	No	No	No	No
193	16.2	post oak	16	No	Healthy	0	61-90	No	No	No	No
194	9.4	post oak	9	No	Healthy	0	61-90	No	No	No	No
195	8.9	cedar elm	9	No	Healthy	0	61-90	No	No	No	No
196	14.6	post oak	15	No	Healthy	0	61-90	No	No	No	No
197	20.3	post oak	20	Yes	Healthy	0	61-90	No	Trunk	Trunk	Trunk
198	13.5	post oak	12	No	Healthy	0	61-90	No	No	No	No
199	21.7	post oak	22	No	Healthy	0	61-90	No	No	No	No
200	14.4	post oak	14	No	Healthy	0	61-90	No	No	No	No
206	12.9	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
207	10.6	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
208	7.3	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
209	14.1	pecan	11	No	Healthy	0	61-90	No	No	No	No
210	7.9	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
211	13.3	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
212	16	eastern red cedar	14	No	Healthy	0	61-90	No	No	No	No
793	6.2	American elm	6	No	Healthy	0	61-90	No	No	No	No
951	20.2	American elm	20	No	Healthy	0	61-90	No	No	No	No
952	11.8	sycamore	7	No	Damaged	75	61-90	No	No	No	No
2467	14	blackjack oak	15	Yes	Healthy	0	61-90	No	No	No	No
2780	14.4	post oak	15	No	Healthy	0	61-90	No	No	No	No
2786	8.1	post oak	8	No	Healthy	0	61-90	No	No	No	No
2823	9.4	post oak	10	No	Healthy	0	61-90	No	No	No	No
6864	13.9	American elm	17	No	Healthy	0	61-90	No	No	No	No
6865	17.4	American elm	20	No	Healthy	0	61-90	No	No	No	No
6866	8.3	Osage-orange	8	No	Damaged	40	61-90	No	No	No	No
6867	7.1	American elm	7	No	Healthy	0	61-90	No	No	No	No
6868	19.8	black walnut	17	No	Healthy	0	61-90	No	No	No	No
6869	21.9	black walnut	23	No	Damaged	0	61-90	No	Trunk	Trunk	Trunk
6870	12.8	American elm	13	No	Healthy	0	61-90	No	No	No	No
6871	6.3	cedar elm	7	No	Healthy	0	61-90	No	No	No	No
6890	14.5	post oak	15	No	Healthy	0	61-90	No	No	No	No
6891	10.5	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
6892	15.3	post oak	15	No	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
6893	7.2	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
6899	15.5	post oak	15	No	Healthy	0	61-90	No	No	No	No
6900	9.8	pecan	10	No	Healthy	0	61-90	No	No	No	No
6930	9.5	post oak	11	No	Healthy	0	61-90	No	No	No	No
6931	12.1	post oak	14	No	Healthy	0	61-90	No	No	No	No
6932	7.5	post oak	8	No	Healthy	0	61-90	No	No	No	No
6933	13.7	post oak	15	No	Healthy	0	61-90	No	No	No	No
6934	6.6	post oak	6	No	Healthy	0	61-90	No	No	No	No
6935	6	post oak	6	No	Healthy	0	61-90	No	No	No	No
6936	16.9	post oak	13	No	Damaged	80	61-90	No	No	No	No
6937	7.1	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
6938	7.8	post oak	7	No	Healthy	0	61-90	No	No	No	No
6939	16.1	post oak	18	No	Healthy	0	61-90	No	No	No	No
6940	9.1	post oak	9	No	Healthy	0	61-90	No	No	No	No
6941	9.4	post oak	10	No	Healthy	0	61-90	No	No	No	No
6942	18.1	post oak	16	No	Damaged	80	61-90	No	No	No	No
6943	10.8	post oak	12	No	Healthy	0	61-90	No	No	No	No
6944	11.6	post oak	12	No	Healthy	0	61-90	No	No	No	No
6945	13.1	eastern red cedar	14	No	Healthy	0	61-90	No	No	No	No
6946	11.5	post oak	12	No	Healthy	0	61-90	No	No	No	No
6947	6.5	post oak	6	No	Healthy	0	61-90	No	No	No	No
6948	7.2	post oak	6	No	Healthy	0	61-90	No	No	No	No
6949	9.8	post oak	8	No	Healthy	0	61-90	No	No	No	No
6950	8.6	post oak	6	No	Healthy	0	61-90	No	No	No	No
6951	11.3	post oak	14	No	Healthy	0	61-90	No	No	No	No
6952	12.3	post oak	14	Yes	Healthy	0	61-90	No	No	No	No
6953	10	post oak	12	No	Healthy	0	61-90	No	No	No	No
6954	19.3	post oak	17	Yes	Healthy	0	61-90	No	No	No	No
6955	14.2	post oak	12	No	Healthy	0	61-90	No	No	No	No
6956	8.3	post oak	7	No	Healthy	0	61-90	No	No	No	No
6957	17.1	post oak	20	No	Healthy	0	61-90	No	No	No	No
6958	7.8	eastern red cedar	8	Yes	Healthy	0	61-90	No	No	No	No
6959	7.7	post oak	7	No	Healthy	0	61-90	No	No	No	No
6960	8.8	post oak	9	Yes	Healthy	0	61-90	No	No	No	No
6961	18.3	post oak	20	No	Healthy	0	61-90	No	No	No	No
6962	15.4	post oak	20	No	Healthy	0	61-90	No	No	No	No
6963	10.8	post oak	9	No	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
6964	7.2	post oak	7	No	Healthy	0	61-90	No	No	No	No
6965	6.7	post oak	6	No	Healthy	0	61-90	No	No	No	No
6966	8.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
6967	15.1	post oak	12	Yes	Healthy	0	61-90	No	No	No	No
6968	7.5	post oak	8	No	Healthy	0	61-90	No	No	No	No
6969	11.6	post oak	10	Yes	Healthy	0	61-90	No	No	No	No
6970	12.6	post oak	12	No	Healthy	0	61-90	No	No	No	No
6971	6.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
6972	8	post oak	9	No	Healthy	0	61-90	No	No	No	No
6973	7.6	post oak	8	No	Healthy	0	61-90	No	No	No	No
6974	8.6	post oak	9	Yes	Healthy	0	61-90	No	No	No	No
6975	7.2	post oak	8	No	Healthy	0	61-90	No	No	No	No
6976	14.6	post oak	15	Yes	Healthy	0	61-90	No	No	No	No
6977	6.2	pecan	7	No	Healthy	0	61-90	No	No	No	No
6978	7.2	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
6979	10.1	post oak	12	No	Healthy	0	61-90	No	No	No	No
6980	8.3	post oak	9	No	Healthy	0	61-90	No	No	No	No
6981	38	post oak	28	No	Healthy	0	61-90	No	No	No	No
6982	12.7	post oak	14	No	Healthy	0	61-90	No	No	No	No
6983	8.3	eastern red cedar	9	No	Healthy	0	61-90	No	No	No	No
6984	9.5	post oak	8	No	Healthy	0	61-90	No	No	No	No
6985	7.1	post oak	8	No	Healthy	0	61-90	No	No	No	No
6986	7.9	post oak	8	No	Healthy	0	61-90	No	No	No	No
6987	7.4	post oak	0	Yes	Damaged	60	61-90	No	No	No	No
6988	9	post oak	11	No	Healthy	0	61-90	No	No	No	No
6989	8.4	post oak	10	No	Healthy	0	61-90	No	No	No	No
6990	6.4	post oak	6	No	Healthy	0	61-90	No	No	No	No
6991	10	post oak	10	No	Healthy	0	61-90	No	No	No	No
6992	8.2	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
6993	6.8	post oak	8	No	Healthy	0	61-90	No	No	No	No
6994	7.1	post oak	8	No	Healthy	0	61-90	No	No	No	No
6995	6.1	post oak	7	No	Healthy	0	61-90	No	No	No	No
6996	8.2	post oak	10	No	Healthy	0	61-90	No	No	No	No
6997	12.4	post oak	14	No	Healthy	0	61-90	No	No	No	No
6998	7.6	post oak	8	No	Healthy	0	61-90	No	No	No	No
6999	10.4	post oak	12	No	Healthy	0	61-90	No	No	No	No
7278	11.1	post oak	8	Yes	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7279	18.6	post oak	18	No	Healthy	0	61-90	No	No	No	No
7281	7.4	post oak	7	No	Healthy	0	61-90	No	No	No	No
7282	7.7	sugarberry	6	Yes	Healthy	0	61-90	No	No	No	No
7283	21	post oak	22	No	Healthy	0	61-90	No	No	No	No
7284	8.4	post oak	8	No	Healthy	0	61-90	No	No	No	No
7285	7.1	gum bumelia	8	No	Healthy	0	61-90	No	No	No	No
7287	6	post oak	7	No	Healthy	0	61-90	No	No	No	No
7288	6.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
7289	9.9	blackjack oak	10	Yes	Healthy	0	61-90	No	No	No	No
7290	14.1	post oak	15	Yes	Healthy	0	61-90	No	No	No	No
7291	10.5	post oak	11	No	Healthy	0	61-90	No	No	No	No
7292	13.1	post oak	13	No	Healthy	0	61-90	No	No	No	No
7293	8.6	post oak	9	No	Healthy	0	61-90	No	No	No	No
7294	6.1	post oak	6	No	Healthy	0	61-90	No	No	No	No
7295	10	post oak	11	No	Healthy	0	61-90	No	No	No	No
7296	12.1	post oak	11	Yes	Healthy	0	61-90	No	No	No	No
7297	6.5	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7298	11.7	blackjack oak	12	No	Healthy	0	61-90	No	No	No	No
7299	6	post oak	6	No	Healthy	0	61-90	No	No	No	No
7300	6.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
7321	16.1	post oak	15	No	Healthy	0	61-90	No	No	No	No
7323	6.7	post oak	6	No	Healthy	0	61-90	No	No	No	No
7324	11.3	pecan	10	No	Healthy	0	61-90	No	No	No	No
7325	14.7	post oak	15	No	Healthy	0	61-90	No	No	No	No
7326	8.2	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
7327	18.5	post oak	20	No	Healthy	0	61-90	No	No	No	No
7328	9	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7329	33.9	American elm	30	Yes	Damaged	0	61-90	No	No	Trunk	Trunk
7330	7	common persimmon	7	No	Healthy	0	61-90	No	No	No	No
7331	14.2	American elm	15	No	Healthy	0	61-90	No	No	No	No
7332	16	American elm	15	No	Healthy	0	61-90	No	No	No	No
7333	13.9	American elm	15	No	Healthy	0	61-90	No	No	No	No
7334	7.8	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7335	16.6	American elm	15	No	Healthy	0	61-90	No	No	No	No
7336	16	American elm	12	No	Healthy	0	31-60	No	No	No	No
7337	7.8	American elm	8	No	Healthy	0	61-90	No	No	No	No
7338	11.5	American elm	10	No	Healthy	0	61-90	Yes	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7339	15.8	American elm	15	No	Healthy	0	61-90	No	No	No	No
7340	11.4	American elm	10	No	Healthy	0	31-60	No	No	No	No
7345	17.1	American elm	20	Yes	Healthy	0	61-90	No	No	No	No
7346	16.7	American elm	20	No	Healthy	0	61-90	No	No	No	No
7347	15	American elm	15	No	Healthy	0	61-90	No	No	No	No
7348	8	sycamore	8	No	Healthy	0	61-90	No	No	No	No
7349	12.1	pecan	12	No	Healthy	0	61-90	Yes	No	No	No
7350	13.8	post oak	20	No	Healthy	0	61-90	No	No	No	No
7351	15.1	post oak	15	No	Healthy	0	61-90	No	No	No	No
7352	16.3	pecan	16	No	Healthy	0	61-90	No	No	No	No
7366	6.5	American elm	6	No	Healthy	0	61-90	No	No	No	No
7367	14.7	American elm	15	No	Healthy	0	61-90	No	No	No	No
7368	16.7	pecan	20	No	Healthy	0	61-90	No	No	No	No
7369	13.7	American elm	15	No	Healthy	0	61-90	No	No	No	No
7370	8.2	gum bumelia	10	No	Healthy	0	61-90	No	No	No	No
7371	10.8	pecan	10	Yes	Healthy	0	61-90	No	No	No	No
7372	8.8	common persimmon	10	No	Healthy	0	61-90	No	No	No	No
7389	9	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
7390	9.9	eastern red cedar	10	Yes	Healthy	0	61-90	No	No	No	No
7391	9.8	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7392	8	pecan	10	No	Healthy	0	61-90	No	No	No	No
7393	12.3	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7394	7.5	post oak	6	No	Healthy	0	61-90	No	No	No	No
7395	13.6	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7396	10.2	post oak	10	No	Healthy	0	61-90	No	No	No	No
7397	8	post oak	8	No	Healthy	0	0-30	No	No	No	No
7398	6.8	cedar elm	6	No	Healthy	0	61-90	No	No	No	No
7399	6.7	cedar elm	5	No	Healthy	0	61-90	No	No	No	No
7400	7.9	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7448	7.7	American elm	12	No	Healthy	0	61-90	No	No	No	No
7450	8.2	pecan	12	No	Healthy	0	61-90	No	No	No	No
7454	11.3	green ash	12	No	Healthy	0	61-90	No	No	No	No
7456	8.5	pecan	5	No	Healthy	0	61-90	No	No	No	No
7457	8.1	Ashe juniper	8	No	Healthy	0	61-90	No	No	No	No
7458	7.5	Ashe juniper	8	No	Healthy	0	61-90	No	No	No	No
7459	6	post oak	7	No	Healthy	0	61-90	No	No	No	No
7460	6.9	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7461	7.5	cedar elm	8	No	Healthy	0	61-90	No	No	No	No
7462	7.2	post oak	7	No	Healthy	0	61-90	No	No	No	No
7463	17.5	post oak	18	No	Healthy	0	61-90	No	No	No	No
7464	13.4	post oak	13	No	Healthy	0	61-90	No	No	No	No
7465	21	post oak	20	Yes	Healthy	0	61-90	No	No	No	No
7466	24.5	post oak	26	No	Healthy	0	61-90	No	No	No	No
7468	7.4	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7469	8.7	post oak	9	No	Healthy	0	61-90	No	No	No	No
7470	10.7	post oak	12	No	Healthy	0	61-90	No	No	No	No
7471	11.5	post oak	12	No	Healthy	0	61-90	No	No	No	No
7472	10.4	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7473	15	post oak	16	Yes	Healthy	0	61-90	No	No	No	No
7474	25.9	blackjack oak	26	Yes	Healthy	0	61-90	No	No	No	No
7475	7.4	eastern red cedar	7	Yes	Healthy	0	61-90	No	No	No	No
7476	10.5	blackjack oak	11	Yes	Healthy	0	61-90	No	No	No	No
7477	8.2	post oak	8	No	Healthy	0	61-90	No	No	No	No
7478	6.5	post oak	7	Yes	Healthy	0	61-90	No	No	No	No
7479	16	blackjack oak	16	No	Healthy	0	61-90	No	No	No	No
7480	7.4	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7481	25.5	post oak	26	No	Healthy	0	61-90	No	No	No	No
7482	6.5	post oak	7	No	Healthy	0	61-90	No	No	No	No
7483	20.6	eastern red cedar	18	Yes	Healthy	0	61-90	No	No	No	No
7484	9.7	blackjack oak	10	Yes	Healthy	0	61-90	No	No	No	No
7485	9.7	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7486	9.2	eastern red cedar	8	No	Damaged	50	61-90	No	No	No	No
7488	9.8	blackjack oak	10	Yes	Healthy	0	61-90	No	No	No	No
7489	10.1	blackjack oak	7	Yes	Healthy	0	61-90	No	No	No	No
7490	6.6	blackjack oak	7	Yes	Healthy	0	61-90	No	No	No	No
7491	6.1	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
7492	13	blackjack oak	13	Yes	Healthy	0	61-90	No	No	No	No
7493	9.5	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7494	9	blackjack oak	9	No	Healthy	0	61-90	No	No	No	No
7495	21	post oak	22	No	Healthy	0	61-90	No	No	No	No
7496	7.6	blackjack oak	8	Yes	Healthy	0	61-90	No	No	No	No
7497	6.3	post oak	6	No	Healthy	0	61-90	No	No	No	No
7498	13.5	blackjack oak	14	Yes	Healthy	0	61-90	No	No	No	No
7499	15.8	post oak	16	No	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7500	7.6	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7503	7	pecan	10	Yes	Healthy	0	61-90	No	No	No	No
7504	6	pecan	8	No	Healthy	0	61-90	No	No	No	No
7505	10.2	pecan	12	No	Healthy	0	61-90	No	No	No	No
7506	10.2	pecan	10	Yes	Healthy	0	61-90	No	No	No	No
7507	8.7	green ash	15	No	Healthy	0	61-90	No	No	No	No
7508	17.7	green ash	18	Yes	Healthy	0	61-90	No	No	No	No
7509	16.5	pecan	20	No	Healthy	0	61-90	No	No	No	No
7510	11	green ash	14	Yes	Healthy	0	61-90	No	No	No	No
7511	7.4	green ash	8	No	Healthy	0	61-90	No	No	No	No
7512	8.8	green ash	10	No	Healthy	0	61-90	No	No	No	No
7513	6.3	Osage-orange	0	No	Healthy	0	61-90	No	No	No	No
7514	7.5	green ash	8	No	Healthy	0	61-90	No	No	No	No
7515	6.2	green ash	6	No	Healthy	0	61-90	No	No	No	No
7516	9.4	green ash	15	No	Healthy	0	61-90	No	No	No	No
7517	16.8	American elm	22	No	Healthy	10	61-90	No	No	No	No
7518	10.6	pecan	16	No	Healthy	0	61-90	No	No	No	No
7519	11.3	post oak	15	Yes	Healthy	0	61-90	No	No	No	No
7520	6.6	cedar elm	10	No	Healthy	0	61-90	No	No	No	No
7521	6.4	pecan	8	No	Healthy	0	61-90	No	No	No	No
7522	10.6	blackjack oak	12	No	Healthy	0	61-90	No	No	No	No
7523	10.9	American elm	14	Yes	Healthy	0	61-90	No	No	No	No
7524	8.1	pecan	10	No	Healthy	0	61-90	No	No	No	No
7525	13.1	blackjack oak	18	No	Healthy	0	61-90	No	No	No	No
7526	12.5	blackjack oak	16	No	Healthy	0	61-90	No	No	No	No
7527	8.5	blackjack oak	12	No	Healthy	0	61-90	No	No	No	No
7528	6.5	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7529	6.5	pecan	8	No	Healthy	0	31-60	No	No	No	No
7530	21.9	pecan	25	No	Healthy	0	61-90	No	No	No	No
7531	9.5	pecan	12	No	Healthy	0	61-90	No	No	No	No
7532	8	green ash	14	No	Healthy	0	61-90	No	No	No	No
7533	14	green ash	22	Yes	Healthy	0	31-60	No	No	No	No
7534	7.2	green ash	12	No	Healthy	0	61-90	No	No	No	No
7535	6.3	pecan	10	No	Healthy	0	61-90	No	No	No	No
7536	6	common persimmon	14	Yes	Healthy	0	61-90	No	No	No	No
7537	17.9	pecan	20	No	Healthy	10	61-90	No	No	No	No
7538	6.1	American elm	14	Yes	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7539	6.9	cedar elm	10	No	Healthy	0	61-90	No	No	No	No
7540	7.3	sugarberry	15	No	Healthy	0	61-90	No	No	No	No
7541	6.9	post oak	10	No	Healthy	0	61-90	No	No	No	No
7542	8.5	post oak	8	No	Healthy	0	61-90	No	No	No	No
7543	7.2	post oak	8	No	Healthy	0	61-90	No	No	No	No
7544	10.5	post oak	10	No	Healthy	0	61-90	No	No	No	No
7545	26.6	pecan	30	No	Healthy	0	61-90	No	No	No	No
7546	7.6	Osage-orange	15	No	Healthy	20	31-60	No	No	No	No
7547	8.2	Osage-orange	15	No	Healthy	0	61-90	No	Trunk	Trunk	No
7548	7.8	common persimmon	12	No	Healthy	0	61-90	No	No	No	No
7549	12.5	Osage-orange	10	Yes	Healthy	10	61-90	No	No	No	No
7550	7.3	green ash	12	No	Healthy	0	61-90	No	No	No	No
7551	8.7	Osage-orange	10	No	Healthy	40	61-90	No	Trunk	Trunk	Trunk
7552	10.5	green ash	15	No	Healthy	0	61-90	No	No	No	No
7553	8.5	green ash	12	No	Healthy	0	61-90	No	No	No	No
7554	7	Osage-orange	12	No	Healthy	10	61-90	No	Trunk	Trunk	Trunk
7555	9.3	green ash	20	No	Healthy	0	61-90	No	No	No	No
7556	8.7	common persimmon	12	Yes	Healthy	0	61-90	No	No	No	No
7560	9	post oak	10	No	Healthy	0	61-90	No	No	No	No
7561	23.3	post oak	22	Yes	Healthy	0	61-90	No	No	No	No
7562	10	blackjack oak	15	No	Healthy	0	61-90	No	No	No	No
7567	6.4	pecan	8	No	Healthy	0	61-90	No	No	No	No
7568	8.6	American elm	12	No	Healthy	0	31-60	No	No	No	No
7569	9.5	blackjack oak	10	No	Healthy	20	61-90	No	No	No	No
7571	9.4	pecan	15	No	Healthy	0	61-90	No	No	No	No
7572	14.4	green ash	20	Yes	Healthy	0	61-90	No	No	No	No
7573	8.6	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7574	19	blackjack oak	23	No	Healthy	0	61-90	No	No	No	No
7575	9.9	blackjack oak	12	No	Healthy	0	61-90	No	No	No	No
7576	6.3	pecan	6	No	Healthy	0	61-90	No	No	No	No
7577	6	green ash	8	No	Healthy	0	61-90	No	No	No	No
7578	16	American elm	18	No	Healthy	0	61-90	No	No	No	No
7579	6.2	pecan	7	No	Healthy	0	61-90	No	No	No	No
7580	6.6	American elm	8	No	Healthy	0	61-90	No	No	No	No
7581	8.3	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7582	9.5	post oak	10	No	Healthy	0	61-90	No	No	No	No
7583	7.5	American elm	10	No	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7584	6.7	pecan	8	No	Healthy	0	61-90	No	No	No	No
7585	6	American elm	8	No	Healthy	0	61-90	No	No	No	No
7586	9.3	cedar elm	8	No	Healthy	0	61-90	No	No	No	No
7587	7	pecan	8	No	Healthy	0	61-90	No	No	No	No
7588	8.5	pecan	8	No	Healthy	0	61-90	No	No	Trunk	No
7589	8.5	American elm	10	No	Healthy	0	61-90	No	No	Trunk	No
7590	10	American elm	10	No	Healthy	0	61-90	No	No	Trunk	No
7591	7	pecan	8	No	Healthy	0	61-90	No	No	No	No
7592	11.7	blackjack oak	14	No	Healthy	0	61-90	No	No	No	No
7653	6.5	post oak	6	No	Healthy	0	61-90	No	No	No	No
7727	7.6	American elm	8	No	Healthy	0	61-90	No	No	No	No
7728	7.4	eastern red cedar	9	No	Healthy	0	61-90	No	No	No	No
7729	25	post oak	30	No	Damaged	50	61-90	No	No	No	No
7735	15.4	post oak	18	No	Healthy	0	61-90	No	No	No	No
7736	13.3	American elm	13	No	Healthy	0	61-90	No	No	No	No
7737	14.6	American elm	15	No	Healthy	0	61-90	No	No	No	No
7738	14.8	American elm	19	No	Healthy	0	61-90	No	No	No	No
7739	6.2	post oak	5	No	Healthy	0	61-90	No	No	No	No
7740	6.7	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7741	8.6	American elm	7	No	Healthy	0	61-90	No	No	No	No
7742	11.2	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7743	9.9	American elm	11	No	Healthy	0	61-90	No	No	No	No
7744	7	American elm	7	No	Healthy	0	61-90	No	No	No	No
7745	6.3	American elm	6	No	Healthy	0	61-90	No	No	No	No
7746	14	American elm	15	No	Healthy	0	61-90	No	No	No	No
7747	12.6	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
7748	17.9	blackjack oak	17	No	Healthy	0	61-90	No	No	No	No
7749	10.2	American elm	10	No	Healthy	0	31-60	No	No	No	No
7750	11.3	post oak	11	No	Healthy	0	61-90	No	No	No	No
7751	7.2	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
7752	10	American elm	8	No	Healthy	0	61-90	No	No	No	No
7753	8.7	blackjack oak	9	No	Healthy	0	61-90	No	No	No	No
7754	7.3	blackjack oak	9	Yes	Healthy	0	61-90	No	No	No	No
7755	10	post oak	9	No	Healthy	0	61-90	No	No	No	No
7756	10	post oak	8	No	Healthy	0	61-90	No	No	No	No
7757	8	cedar elm	8	No	Healthy	0	61-90	No	No	No	No
7758	6.9	cedar elm	7	No	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7759	17.7	post oak	18	No	Healthy	0	61-90	No	No	No	No
7760	9.5	post oak	10	No	Healthy	0	61-90	No	No	No	No
7761	7	post oak	6	No	Healthy	0	61-90	No	No	No	No
7762	6.2	post oak	6	No	Healthy	0	61-90	No	No	No	No
7763	9.1	post oak	8	No	Healthy	0	61-90	No	No	No	No
7764	7.7	post oak	6	No	Healthy	0	61-90	No	No	No	No
7765	12.3	green ash	5	No	Damaged	80	61-90	No	No	No	No
7766	11.4	post oak	11	No	Healthy	0	61-90	No	No	No	No
7767	7.7	post oak	9	No	Healthy	0	61-90	No	No	No	No
7768	7	post oak	7	No	Healthy	0	61-90	No	No	No	No
7769	8.5	post oak	8	No	Healthy	0	61-90	No	No	No	No
7770	8.6	blackjack oak	9	No	Healthy	0	61-90	No	No	No	No
7771	15.1	pecan	18	No	Healthy	0	61-90	No	No	No	No
7772	8.1	pecan	8	No	Healthy	0	61-90	No	No	No	No
7773	9.7	cedar elm	10	No	Healthy	0	61-90	No	No	No	No
7774	9.2	cedar elm	8	No	Healthy	0	61-90	No	No	No	No
7775	8.9	post oak	8	No	Healthy	0	61-90	No	No	No	No
7776	17	blackjack oak	19	No	Healthy	0	61-90	No	No	No	No
7777	13.8	cedar elm	12	No	Healthy	0	61-90	No	No	No	No
7778	14.6	cedar elm	13	No	Healthy	0	61-90	No	No	No	No
7779	13.8	cedar elm	13	No	Healthy	0	61-90	No	No	No	No
7780	14.7	American elm	14	No	Healthy	0	61-90	No	No	No	No
7781	9.8	post oak	9	No	Healthy	0	61-90	No	No	No	No
7782	7.1	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7783	8	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7784	8.5	Chinaberry	7	No	Healthy	0	61-90	No	No	No	No
7785	7.6	Chinaberry	7	Yes	Healthy	0	61-90	No	No	No	No
7786	8.3	Chinaberry	6	No	Healthy	0	61-90	No	No	No	No
7787	8.3	Chinaberry	7	No	Healthy	0	61-90	No	No	No	No
7788	12.3	Chinaberry	12	Yes	Healthy	0	61-90	No	No	No	No
7789	11.8	Chinaberry	8	Yes	Healthy	0	61-90	No	No	No	No
7790	8.9	Chinaberry	7	No	Healthy	0	61-90	No	No	No	No
7791	20.5	post oak	20	No	Healthy	0	61-90	No	No	No	No
7792	11	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
7793	12	post oak	12	No	Healthy	0	61-90	No	No	No	No
7794	8.3	post oak	8	No	Healthy	0	61-90	No	No	No	No
7795	6.6	cedar elm	6	No	Healthy	0	61-90	No	No	No	No

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Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7796	18.8	sycamore	18	No	Healthy	0	61-90	No	No	No	No
7797	11.7	sycamore	11	No	Healthy	0	61-90	No	No	No	No
7798	10.7	American elm	10	Yes	Healthy	0	61-90	No	No	No	No
7799	16.4	sycamore	16	No	Healthy	0	61-90	No	No	No	No
7800	6.4	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
7801	24.5	post oak	25	No	Healthy	0	61-90	No	No	No	No
7802	8.5	eastern red cedar	9	No	Healthy	0	61-90	No	No	No	No
7803	23.9	post oak	24	No	Healthy	0	61-90	No	No	No	No
7804	19.7	post oak	20	Yes	Healthy	0	61-90	No	No	No	No
7805	12.6	post oak	13	No	Healthy	0	61-90	No	No	No	No
7806	15.2	post oak	15	No	Healthy	0	61-90	No	No	No	No
7807	7.2	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7808	11.9	post oak	13	No	Damaged	90	61-90	No	No	No	No
7809	12	post oak	14	No	Healthy	0	61-90	No	No	No	No
7810	15.3	post oak	12	No	Healthy	0	61-90	No	No	No	No
7811	12.5	post oak	12	No	Healthy	10	61-90	No	No	No	No
7812	13.5	post oak	13	No	Healthy	0	61-90	No	No	No	No
7813	8.6	blackjack oak	9	No	Healthy	0	61-90	No	No	No	No
7814	6.5	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7815	8.9	post oak	9	No	Healthy	0	61-90	No	No	No	No
7816	14.8	post oak	13	No	Damaged	30	61-90	No	Trunk	Trunk	Trunk
7817	14.2	post oak	13	No	Healthy	0	61-90	No	No	No	No
7818	15	post oak	11	No	Damaged	40	61-90	No	No	No	No
7819	10.5	post oak	11	No	Healthy	0	61-90	No	No	No	No
7820	12.9	post oak	13	No	Healthy	0	61-90	No	No	No	No
7821	15.9	post oak	16	No	Healthy	0	61-90	No	No	No	No
7822	15.5	post oak	12	No	Healthy	0	61-90	No	No	No	No
7824	6	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7825	17.6	post oak	18	No	Healthy	0	61-90	No	No	No	No
7826	7.6	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
7827	17.1	post oak	17	No	Healthy	0	61-90	No	No	No	No
7828	20.4	post oak	22	No	Healthy	0	61-90	No	No	No	No
7829	6.6	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No
7837	20.8	post oak	20	No	Healthy	0	61-90	No	No	No	No
7838	40.3	post oak	30	Yes	Healthy	0	61-90	No	No	No	No
7839	9.6	eastern red cedar	10	No	Healthy	0	61-90	No	No	No	No
7840	6.6	blackjack oak	7	No	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7841	20.1	post oak	21	No	Healthy	0	61-90	No	No	No	No
7842	7.3	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7843	24.2	post oak	24	No	Healthy	0	61-90	No	No	No	No
7844	7.5	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7845	6.4	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7846	19.3	post oak	20	No	Healthy	25	61-90	No	No	No	No
7847	21.8	post oak	23	Yes	Healthy	0	61-90	No	No	No	No
7848	10.3	post oak	10	No	Healthy	0	61-90	No	No	No	No
7849	9.3	post oak	9	No	Healthy	0	61-90	No	No	No	No
7850	14.9	post oak	15	No	Healthy	0	61-90	No	No	No	No
7851	10.6	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7852	8.2	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
7853	9.7	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7854	6.2	eastern red cedar	6	No	Healthy	0	61-90	No	No	No	No
7855	17.8	blackjack oak	18	No	Damaged	60	61-90	No	No	No	No
7856	7.6	eastern red cedar	9	No	Healthy	0	61-90	No	No	No	No
7863	11.1	post oak	10	No	Healthy	0	31-60	No	No	No	No
7864	12.5	post oak	14	No	Healthy	0	61-90	No	No	No	No
7865	18.9	post oak	18	No	Healthy	0	61-90	No	No	No	No
7866	10.1	post oak	11	No	Healthy	0	61-90	No	No	No	No
7880	10.5	blackjack oak	10	Yes	Healthy	0	61-90	No	No	No	No
7881	14.1	post oak	14	No	Healthy	0	61-90	No	No	No	No
7882	13.6	post oak	14	No	Healthy	0	61-90	No	No	No	No
7883	17.2	post oak	17	No	Healthy	0	61-90	No	No	No	No
7884	18	post oak	18	No	Healthy	0	61-90	No	No	No	No
7885	15.7	post oak	16	No	Healthy	0	61-90	No	No	No	No
7886	6.6	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7887	11.9	blackjack oak	10	No	Healthy	0	61-90	No	No	No	No
7906	8.2	eastern red cedar	7	No	Healthy	0	61-90	No	No	No	No
7907	12.5	gum bumelia	12	No	Healthy	0	61-90	No	No	No	No
7908	6	sugarberry	7	No	Healthy	0	61-90	No	No	No	No
7909	16.2	American elm	16	No	Healthy	0	61-90	No	No	No	No
7910	17	post oak	18	No	Healthy	0	61-90	No	No	No	No
7911	10	pecan	10	No	Healthy	0	61-90	No	No	No	No
7912	20	eastern red cedar	12	Yes	Healthy	0	61-90	No	No	No	No
7913	15.5	post oak	14	No	Healthy	0	61-90	No	No	No	No
7914	7.1	post oak	7	No	Healthy	0	61-90	No	No	No	No

Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7915	6.7	American elm	6	No	Healthy	0	61-90	No	No	No	No
7916	7.2	American elm	7	No	Healthy	0	61-90	No	No	No	No
7917	11.6	post oak	11	No	Healthy	0	61-90	No	No	No	No
7918	16.1	American elm	16	No	Healthy	0	61-90	No	No	No	No
7919	16	post oak	16	No	Healthy	0	61-90	No	No	No	No
7920	8.1	post oak	8	No	Damaged	0	61-90	No	Trunk	Trunk	Trunk
7922	26	pecan	18	No	Healthy	0	61-90	No	No	No	No
7923	11	American elm	10	No	Healthy	0	61-90	No	No	No	No
7924	15.3	post oak	14	No	Healthy	0	61-90	No	No	No	No
7925	9.3	American elm	9	No	Healthy	0	61-90	No	No	No	No
7926	8.3	post oak	8	No	Healthy	0	61-90	No	No	No	No
7927	6.1	cedar elm	6	No	Healthy	0	61-90	No	No	No	No
7928	11.4	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
7929	6.3	American elm	6	No	Healthy	0	61-90	No	No	No	No
7930	18.6	black willow	18	No	Healthy	0	61-90	No	No	No	No
7932	8.7	American elm	8	Yes	Healthy	0	61-90	No	No	No	No
7933	9.7	post oak	9	No	Healthy	0	61-90	No	No	No	No
7934	8.8	American elm	8	No	Healthy	0	61-90	No	No	No	No
7935	6.4	cedar elm	6	No	Healthy	0	31-60	No	No	No	No
7936	10	cedar elm	10	No	Healthy	0	61-90	No	No	No	No
7937	7.1	American elm	7	No	Healthy	0	61-90	No	No	No	No
7938	6.5	American elm	6	No	Healthy	0	61-90	No	No	No	No
7939	10	pecan	10	No	Healthy	0	61-90	No	No	No	No
7940	9	American elm	9	No	Healthy	0	61-90	No	No	No	No
7944	10.6	pecan	10	No	Healthy	0	61-90	No	No	No	No
7945	26.5	blackjack oak	20	No	Healthy	0	61-90	No	No	No	No
7946	28	blackjack oak	25	No	Healthy	0	61-90	No	No	No	No
7947	14.7	post oak	14	No	Healthy	0	61-90	No	No	No	No
7948	7	cedar elm	8	No	Healthy	0	61-90	No	No	No	No
7949	13	post oak	12	No	Healthy	0	61-90	No	No	No	No
7950	7	post oak	6	No	Healthy	0	61-90	No	No	No	No
7951	12.5	post oak	12	No	Healthy	0	61-90	No	No	No	No
7952	6.4	blackjack oak	6	No	Healthy	0	0-30	No	No	No	No
7954	12	post oak	12	No	Healthy	0	61-90	No	No	No	No
7955	6.8	blackjack oak	6	No	Healthy	0	0-30	No	No	No	No
7956	9.9	post oak	10	No	Healthy	0	61-90	No	No	No	No
7957	18	post oak	22	No	Healthy	0	61-90	No	No	No	No

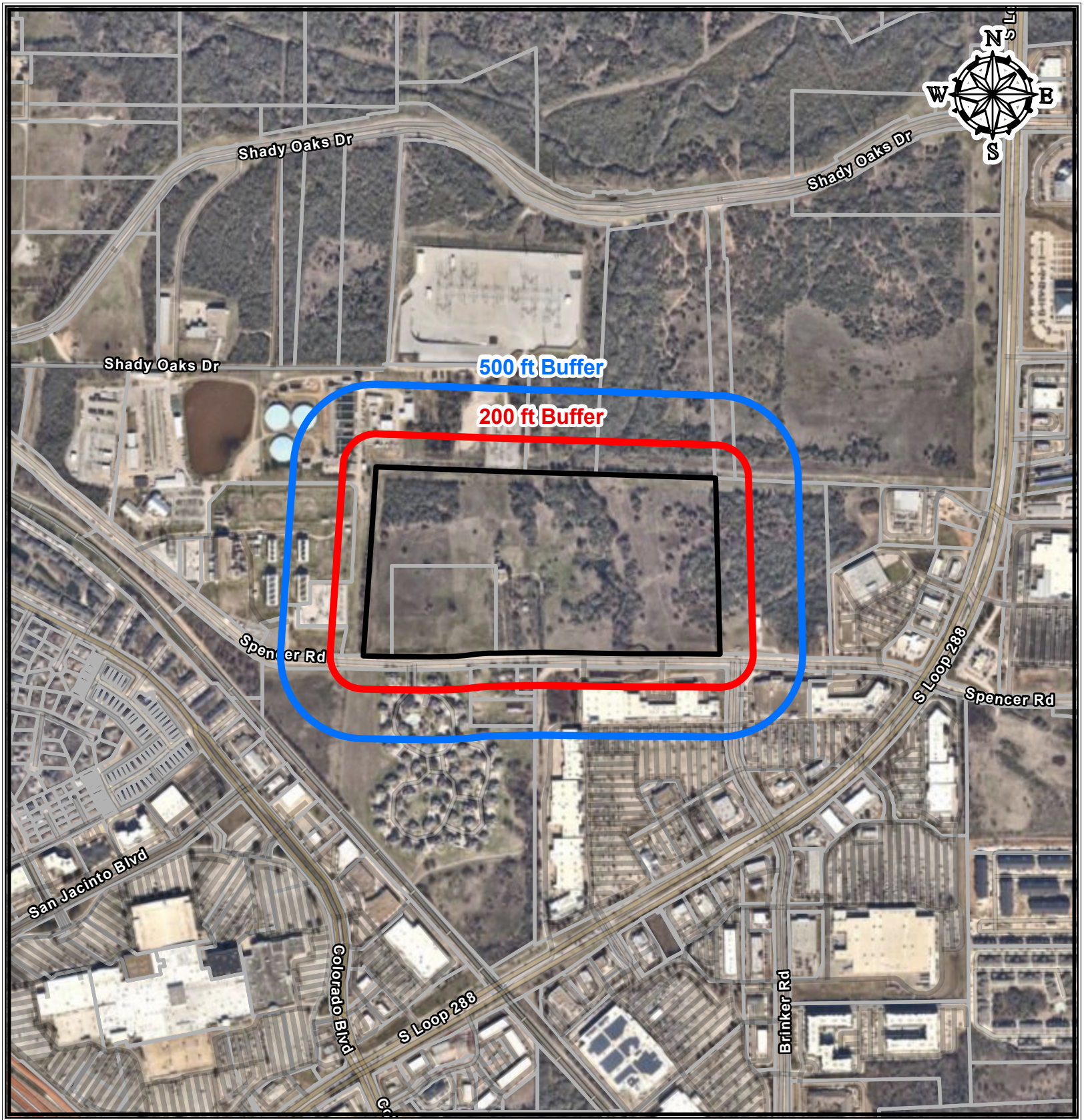
Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7958	8.4	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7959	11.2	post oak	11	No	Healthy	0	61-90	No	No	No	No
7960	9.1	post oak	9	No	Healthy	0	61-90	No	No	No	No
7961	11.1	eastern red cedar	11	No	Healthy	0	61-90	No	No	No	No
7962	6.4	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
7963	7.4	post oak	7	No	Healthy	0	61-90	No	No	No	No
7964	6.5	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
7965	13.9	eastern red cedar	14	No	Healthy	0	61-90	No	No	No	No
7966	8.1	blackjack oak	8	No	Healthy	0	61-90	No	No	No	No
7967	6.8	American elm	6	No	Healthy	0	61-90	No	No	No	No
7968	7	pecan	7	No	Healthy	0	61-90	No	No	No	No
7969	11.3	boxelder	10	Yes	Healthy	0	61-90	No	No	No	No
7970	16.4	cedar elm	16	Yes	Healthy	0	61-90	No	No	No	No
7971	6.5	pecan	6	No	Healthy	0	61-90	No	No	No	No
7972	7.3	pecan	7	No	Healthy	0	61-90	No	No	No	No
7973	7.7	pecan	7	No	Healthy	0	61-90	No	No	No	No
7974	12.7	American elm	13	No	Healthy	0	61-90	No	No	No	No
7975	8	pecan	8	No	Healthy	0	61-90	No	No	No	No
7976	7.9	Bradford pear	8	No	Damaged	0	61-90	No	Trunk	No	No
7977	11.2	post oak	11	No	Healthy	0	61-90	No	No	No	No
7978	8.6	pecan	8	No	Healthy	0	61-90	No	No	No	No
7979	8.3	pecan	8	No	Healthy	0	61-90	No	No	No	No
7980	7.4	pecan	7	No	Healthy	0	61-90	No	No	No	No
7981	8.3	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
7982	8	boxelder	8	No	Healthy	0	61-90	No	No	No	No
7983	6.3	pecan	6	No	Healthy	0	61-90	No	No	No	No
7984	7.4	pecan	7	No	Healthy	0	61-90	No	No	No	No
7985	14.5	blackjack oak	14	No	Healthy	0	61-90	No	No	No	No
7986	6.5	boxelder	6	No	Healthy	0	61-90	No	No	No	No
7987	8.1	pecan	7	No	Healthy	0	61-90	No	No	No	No
7988	6.1	blackjack oak	6	No	Healthy	0	61-90	No	No	No	No
7990	10	American elm	6	No	Damaged	0	61-90	No	No	Trunk	Trunk
7991	8.4	pecan	8	No	Healthy	0	61-90	No	No	No	No
7992	11.1	boxelder	11	No	Healthy	0	61-90	No	No	No	No
7993	10.3	post oak	10	No	Healthy	0	61-90	No	No	No	No
7994	14.1	eastern red cedar	14	Yes	Healthy	0	61-90	No	No	No	No
7995	9.3	pecan	9	No	Healthy	0	61-90	No	No	No	No

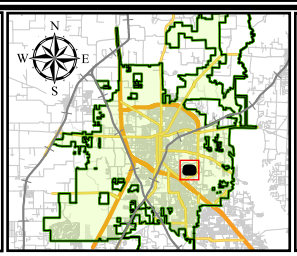
Spencer Road Industrial Project Site - Tree Inventory within Confirmed ESA
City of Denton, Denton County, Texas

Tree Number	Diameter at Breast Height (Inches)	Species	Canopy Radius (Feet)	Multiple Trunks	General Condition	Dead Branches (%)	Lean	Vine Shrouded	Dead/ Missing Bark	Sapwood Damage/ Decay	Heartwood Damage/ Decay
7996	18.4	post oak	25	No	Healthy	0	61-90	No	No	No	No
7997	8.4	eastern red cedar	8	No	Healthy	0	61-90	No	No	No	No
7998	6.1	post oak	6	No	Healthy	0	61-90	No	No	No	No
7999	9.5	post oak	9	No	Healthy	0	61-90	No	No	No	No
8000	8.8	post oak	9	No	Healthy	0	61-90	No	No	No	No
9487	10.4	blackjack oak	8	Yes	Healthy	0	61-90	No	No	No	No

AESA25-0001
Notification Map



Parcels Standalone



0 235 470 940 Feet

CITY OF DENTON
Development Services · GIS
Date: 4/18/2025

597

"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 relati of property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

DEPARTMENT OF DEVELOPMENT SERVICES
Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

Public Hearing Notification Sign Criteria and Affidavit

A public hearing notification sign is a sign erected on the subject property to publicize a Future Land Use or Zoning Change request, a Specific Use Permit request, a Variance request, or a Historic Landmark Designation request. ***The number of signs and the placement of signs shall be determined at the time of First Review Comments for each specific request.*** It is the responsibility of the owner/project representative to contact Development Services Department to verify the number and location of signs needed.

Sign Criteria:

SIGN DESIGN

- Signs shall be three and a half (3 ½) feet wide by four (4) feet tall. (Please refer to attached sign exhibit.)
- The sign shall be constructed in accordance with the City's design standards for public hearing notification signs.
  a) Two (2) sided, ten (10) millimeter Coroplast sign or other material of equivalent strength and durability.
  b) Lettering shall be placed on both sides of the sign.
  c) The letter font style shall be Trebuchet MS. The required font size is 230 (bold) for the sign heading and 180 for all but for the remainder of the sign. Of the smaller words on the sign, everything is bold except the number field, name field, request field, and the website address. (Please refer to attached sign exhibit.)
  d) Metal or wood posts shall be used.
- The sign shall comply with the layout and dimensions on the attached Public Hearing Notification Sign Specification sheet.

PLACEMENT

- The sign shall be posted perpendicular to the property line, and visible and legible from adjacent rights-of-way, but except alleys, at a location(s) determined by staff.
- If the subject property is on more than one (1) right-of-way, one (1) sign shall be posted along each right-of-way for each 500 feet of linear street frontage of the property.
- Signs shall be located outside of the public right-of-way, and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Director of Development Services or designee.

PROOF OF POSTING

- **At least 10 days prior to the public hearing, the applicant shall submit an executed affidavit of proof of the posting (attached) and photographs of the installed sign to the Planning Project Manager.**

  Failure to post the notification sign(s) and submit the affidavit and photographs will require that the public hearing item be withdrawn and re-noticed until the next public hearing date available.

- The property owner is responsible for maintaining the sign on the property throughout the entire public hearing process. If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign and posting the sign on the property promptly.

REMOVAL OF SIGNS

- **The property owner or his/her representative must remove the sign within three (3) calendar days subsequent to the final decision by the approving body.**

DEPARTMENT OF DEVELOPMENT SERVICES
Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

CITY OF DENTON PUBLIC HEARING NOTIFICATION SIGN SPECIFICATIONS

File Downloads for Sign Posting

QR Code File Download

Logo File Download

CITY OF DENTON

DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

PUBLIC HEARING NOTIFICATION SIGN AFFIDAVIT OF SIGN POSTING

Project No. AESA25-0001

Date of Planning and Zoning Commission Meeting: July 23, 2025

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number Spencer Rd. Industrial - AESA25-0001, located at 2201-2203 Spencer Rd.
Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.
Posting of said signs was accomplished on 7.10, 2025. Said signs have been posted in a manner that provides an unobstructed view and allows clear reading from the public right(s)of-way along 2201-2203 Spencer Road.
Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body. I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the July day of 10th, 2025.

Aimee Bissett

Signature of Applicant or Authorized Representative for Project No.

Aimee Bissett

Printed Name of Applicant or Authorized Representative for Project No.

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this 10th day personally appeared (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 10th day of July 2025.

Candy J. Whitaker

Notary Signature

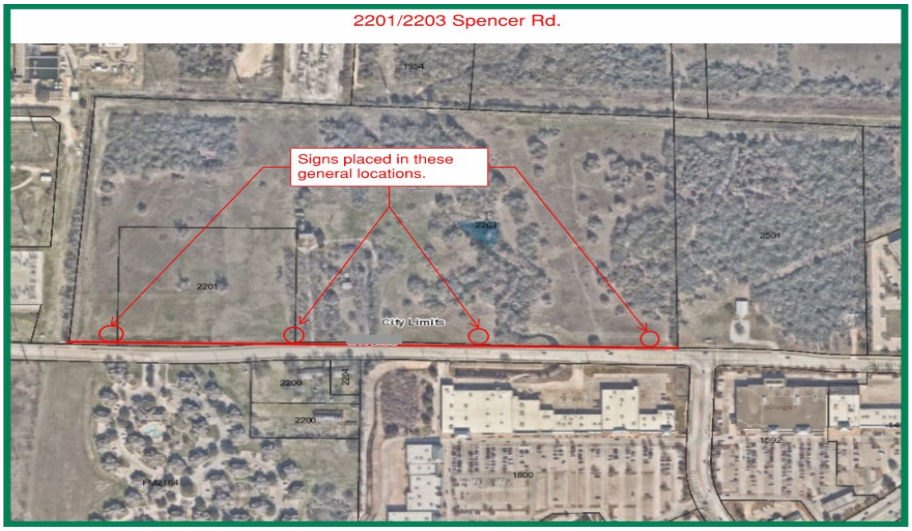
CANDY J. WHITAKER
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 129516175

(seal)

PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.***

STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____


2201/2203 Spencer Rd.
Signs placed in these general locations.
2201
2203
City Limits
2200
2204
2200
1800
1592

DENTON
Notice of Public Hearing

DENTON
Notice of Public Hearing
Project Number: AES425-0001
Project Name: Spencer Rd. Industrial
Request: Alternative Environmentally Sensitive Area
For more info:

DENTON
Notice of Public Hearing

DENTON
Notice of Public Hearing

AESA25-0001c

Spencer Road Industrial ESA Mitigation Plan

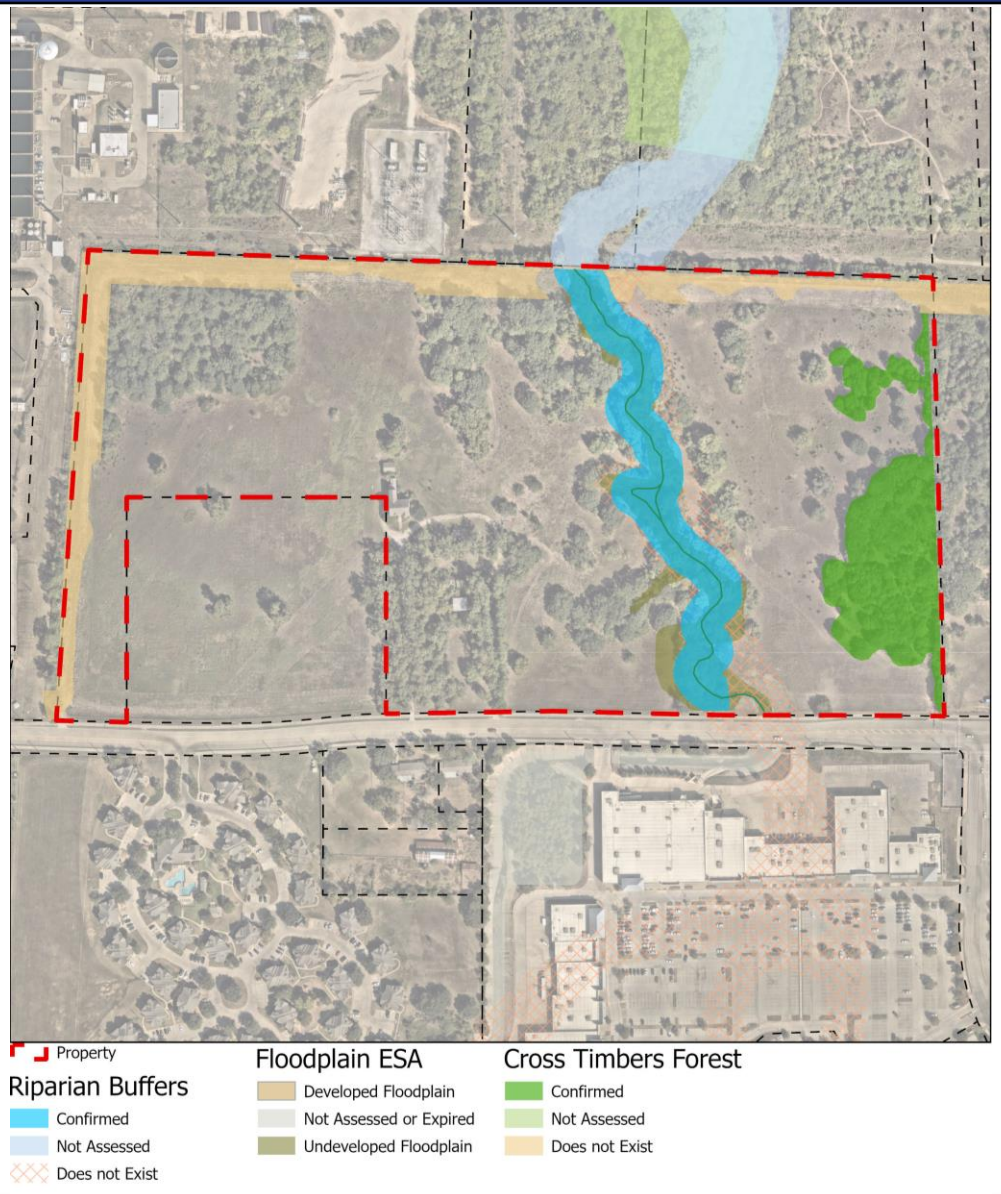
Jennifer Rovezzi / Environmental Services and Sustainability

September 16, 2025

CITY OF DENTON

Project : Spencer Road Industrial

- 53.3 acres site, north of Spencer Road and west of Loop 288
- General Office Zoning
- Proposed industrial warehousing and supporting infrastructure



Existing ESAs

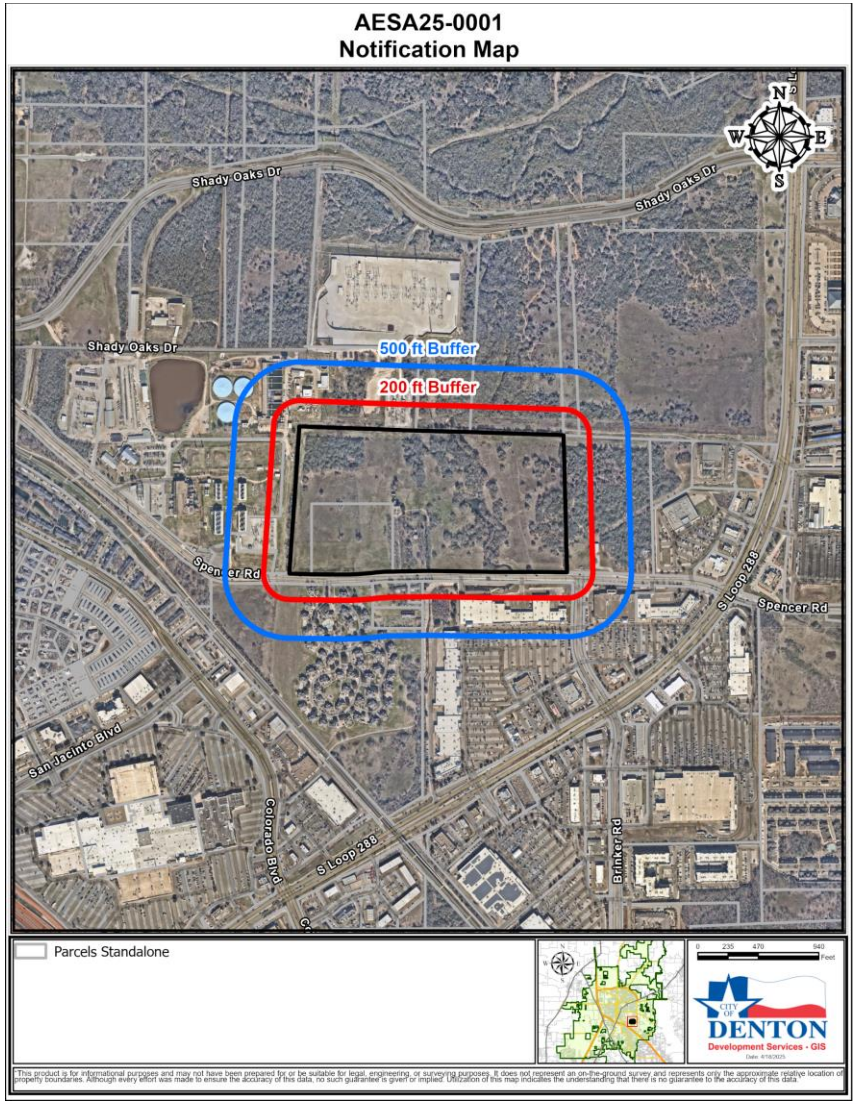
- ESA Field Assessment (ESA25-0001)
- 3.13 acres of 50’ Riparian Buffer ESA along intermittent, unnamed tributary of Pecan Creek
- 2.75 acres of Undeveloped Floodplain ESA mostly overlaps Riparian Buffer ESA
- 3.19 acres of Upland Habitat ESA on the property, connected to a forest of >10 acres

Request and Mitigation

- Construction of a Drive Aisle
- Remove 0.23 acres of a complex of ESAs protecting the waterway
- Ecological improvements of the remainder stream system ESAs
  - remove invasive plant (privet)
  - Restore and expand functions of the stream system ESAs by planting native grass and wildflowers

Notification

- **Newspaper Notice:** August 30, 2025
- **Website Notice:** August 28, 2025
- **Posted Signs:** July 10, 2025
- **Mailed Notices:**
  - 200 ft. Public Hearing Notices mailed: July 2, 2025
  - 500 ft. Courtesy Notices mailed: July 2, 2025
- **Responses:**
  - In Opposition: 0
  - In Favor: 0
  - Neutral: 0
- **Neighborhood Meeting:** canceled due to lack of interest



Recommendation

The Planning and Zoning Commission voted [5-0] to recommend approval of the request.

Highlights:

- Improvements are to commence prior to the issuance of the first building permit
- Vegetation will be monitored for growth until the project is accepted by Environmental Services and Sustainability
- A perpetual maintenance plan will be filed with platting

Questions?

File #: MPA24-0003d, **Version:** 1

AGENDA CAPTION

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).

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: September 16, 2025

SUBJECT

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). https://dentontx.new.swagit.com/videos/352450?ts=5318

BACKGROUND

The request is for a city-initiated Mobility Plan Amendment to modify the Thoroughfare Map by lowering the functional classification of Eagle Drive (from North Texas Blvd to South Carroll Blvd), Welch Street (from Eagle Drive to West Oak Street), and Avenue A (from Highway I-35E to Eagle Drive) from Secondary Arterial to Collector. This amendment aims to "right-size" these roads to accommodate the appropriate modes of travel and vehicle capacity, ensuring safe access for pedestrians, cyclists, and drivers while acknowledging existing developed conditions. With the adoption of the 2022 Mobility Plan, the functional classification of Welch Street and Avenue A was increased from Collectors to Secondary Arterials, with the intention being to acknowledge the need for potential improvements to these roadways to move traffic through the area around the University of North Texas. However, recent development applications in the area have brought to light the significant implications that a 110-foot wide right-of-way width would have in this already developed part of the city. After further analysis, staff has determined that the necessary mobility infrastructure can be achieved within the narrower 65-foot Collector right-of-way width and create less disturbance for surrounding properties for these sections of Welch Street, Avenue A, and Eagle Drive

Mobility Plan

The Mobility Plan is a component of the Denton 2040 Comprehensive Plan which establishes the future roadway, pedestrian, and bicycle networks to ensure adequate connectivity and efficient movement. Like the Comprehensive Plan's Future Land Use Designations, the Mobility Plan is not intended to provide detailed drawings and plans; rather, it is intended to provide broad policies and general street alignments

which are further refined either as part of a development project or a capital improvement project. Essentially, the Mobility Plan is the first step to:

- Inform the public and property owners of the general location of future roadways so that they can be incorporated into any development proposal.
- Guide transportation investments by outlining the community's vision for future connection points, policy directives, and mobility goals.
- Ensure the City's plans coordinate with TxDOT and the County transportation initiatives.

The Mobility Plan has three major elements: it determines roadway alignments with the Thoroughfare Map (location, connection points), it determines the needed right-of-way (width of the road), and it develops the roadway design standards (the types of road classifications). In order to stay relevant, the plan should be modified and updated regularly, either in response to a specific concern or as part of the City's comprehensive planning efforts.

Roadway Classifications

The City currently defines a variety of roadway classifications: Primary Arterial, Secondary Arterial, Major Collector, Collector, and Residential Street (descriptions shown below and attached as Exhibit 4). Transportation networks are designed to distribute traffic among these types of roadways as a defined hierarchy: neighborhood streets connect to collectors, collectors connect to arterials, and arterials connect to freeways, with each subsequent roadway type allowing for higher speeds and capacity. Each roadway classification is established based upon the expected fully developed traffic volumes and requires standard right-of-way dedication and geometric street sections for sidewalks, vehicular travel lanes, parking, etc.

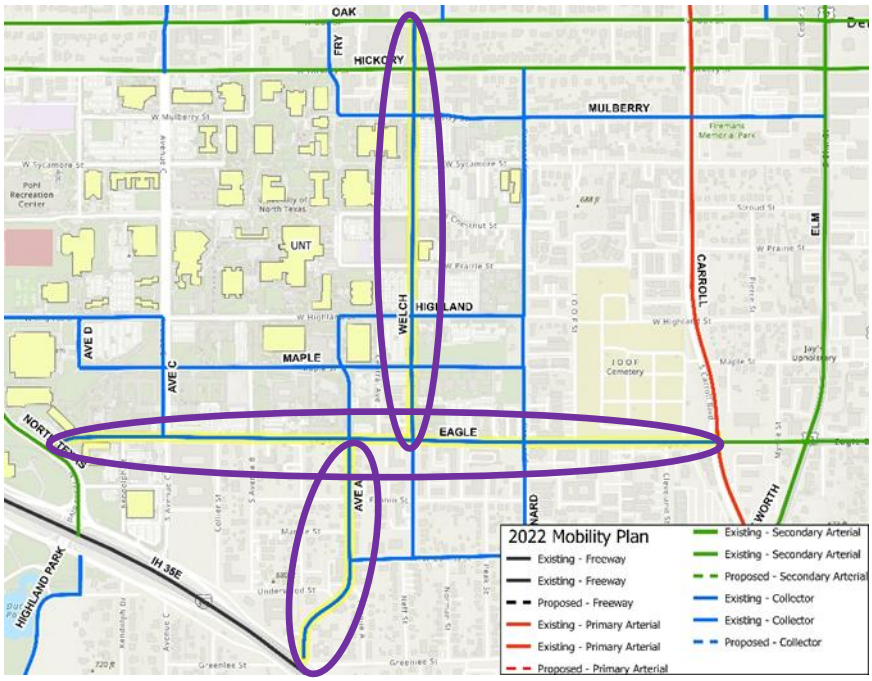
Residential	Associated with residential development within an urban and/or suburban environment. **55 feet of total ROW** *Typical speeds: 25 – 30 mph*
Collector	Collects traffic from residential streets and local commercial and industrial streets and connects to Arterials. **65 feet of total ROW** *Typical speeds: 30 – 35 mph*
Major Collector	Collects traffic from residential streets and local commercial and industrial streets and connects to Arterials. Provides for greater pedestrian and bicycle connectivity. **110 feet of total ROW** *Anticipated speed: 35 mph*
Secondary Arterial	Major routes throughout the city. The number of driveway connections are limited to reduce friction and allow traffic to flow. **110 feet of total ROW** *Typical speeds: 35 – 40 mph*
Primary Arterial	Major routes throughout the city and county. The number of driveway connections are limited to reduce friction and allow traffic to flow. **135 feet of total ROW** *Typical speeds: 40 – 45 mph*

[continued on next page]

Existing Conditions

There are three target roads for this proposed amendment. The current status of these roads is described below, and the proposed changes follow under the "Proposal" section.

Eagle Drive, a two-way east-west road, stretches from South Bell Avenue/Dallas Drive to North Texas Boulevard, with the studied section between South Carroll Boulevard and North Texas Boulevard. The north side features University of North Texas (UNT) campus buildings, student housing, and the IOOF Cemetery, while the south side consists of standalone and integrated residential and commercial uses. The road is about 55-65 feet wide, with one lane in each direction, a two-way left turn lane, and bike lanes. The speed limit is 30 mph. Eagle Drive serves as a significant corridor into Denton, attracting substantial vehicular and pedestrian traffic due to commercial offerings among students. The proximity of residential units and parking lots leads to heavy foot traffic accessing UNT facilities.



Welch Street, runs north-south between West Oak Street and West Collins Street, within the UNT campus, with varying lane configurations throughout the study area. The right-of-way width ranges from 45 to 65 feet, and the speed limit is set at 20 mph. The street accommodates multiple student residential apartments, Greek life houses, and clinical outreach facilities. Approximately ten surface parking lots further increase pedestrian activity as students navigate to campus buildings. The combination of diverse land uses and high vehicular traffic brings safety challenges.

Avenue A, a north-south road between West Highland Street and I-35E, is classified as a Secondary Arterial in the study segment south of Eagle Drive. It features a right-of-way width of about 50-65 feet, with two travel lanes in each direction and a speed limit of 30 mph. As the primary southern exit for the UNT campus, Avenue A includes a mix of residential and commercial developments on both sides, contributing to its vibrant character.

Comprehensive Plan 2024

With the adoption of the 2022 Mobility Plan the target roads (Eagle Drive, Welch Street, and Avenue A) are identified as Secondary Arterial and require 110 feet of total ROW width. According to the Denton 2040 Comprehensive Plan Future Land Use Map, this area is identified as a Neighborhood/University Compatibility area. The existing development pattern is characterized by predominantly single-family neighborhoods and multifamily developments surrounding university and commercial buildings with a few vacant parcels planned for the additional facilities, commercial uses, and student housing needed to support the projected increase in university enrollment. This land use designation is intended to create compatible form and land uses for the areas that serve both the universities and the established neighborhoods around them.

Proposal

This proposed Mobility Plan Amendment would modify the Thoroughfare Map by changing 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 to Eagle Drive) from Secondary Arterial to Collector. The reasons are:

- Enhance safety for pedestrians, cyclists, and motorists by reducing the speed limit in and around UNT to between 30 and 35 mph.
- The close proximity of the target roads to commercial units, educational institutions, and residential buildings enhances traffic movement and connectivity, making them more suitable as Collectors rather than Arterials.
- The target roads are located in fully developed areas, with most adjacent properties owned by UNT or the State. By reclassifying these roads as Collectors, the City can maintain their current widths.

The following chart shows the characteristics of the Secondary Arterial and the Collector road classification.

Street Class	Definition	Context	ROW	Lanes	Target Speed	Volume Capacity
Secondary Arterial	Primarily owned by City Serves citywide traffic Moderate levels of traffic Incorporates other modes of travel	Standard	110’	4	35 - 40 mph	29,000
Collector	Owned and maintained by City Serves neighborhood traffic Low levels of traffic	Standard	65’	2	30 - 35 mph	11,500

As an element of the Comprehensive Plan, amendments to the City’s Mobility Plan follow the procedures for Comprehensive Plan Amendments in the 2019 Denton Development Code (DDC) Section 2.7.1.

A full Staff Analysis is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission held a public hearing for the request at their August 13, 2025, meeting. Staff presented the proposed Mobility Plan Amendment and analysis. Commissioner Riggs inquired whether the transition from Secondary Arterial to Collector would lead to any traffic movement issues or affect the level of service. In response, staff indicated that due to the proximity of these roads to the UNT campus and the heavy pedestrian activity in the area, the intention is to slow down traffic to enhance safety for all road users. Also, the traffic volume data provided by the City Traffic Engineer indicates that the target roads have sufficient capacity to function as a collector. Chair Pruett also questioned why the roadway functional classification was changed from Collector to Secondary Arterial back in 2022 when Mobility Plan was approved, and why the amendment now requests a reclassification back to Collector. Staff explained that changes in the area, increasing developments, and the need to prioritize safety have led to this request. Commissioner McDuff expressed support for the amendment, noting that it acknowledges the complexity of traffic around the university community and the needs of pedestrians.

At the close of the public hearing, the Planning and Zoning Commission voted to recommend approval of the request (5-0).

OPTIONS

1. Approve
2. Approve, Subject to Conditions.
3. Deny
4. Postpone Item.

RECOMMENDATION

The Planning and Zoning Commission recommended approval of the proposal (5-0).

Staff recommended approval of the proposal 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 2.7.1.D of the DDC for approval of a Comprehensive Plan Amendment.

PUBLIC OUTREACH:

Six (6) signs were posted in the study area, and one hundred ninety (190) notices were sent to property owners within 200 feet of the conceptual roadway alignment. Three hundred fifty (350) notices were sent to physical addresses within 500 feet of the conceptual roadway alignment. As of the writing of this report, staff received 1 response in favor of this request.

A notice was published in the Denton Record Chronicle on August 2, 2025.

A notice was published on the City's website on August 1, 2025.

Six (6) signs were posted in the study area on July 14, 2025.

Staff held an in-person community meeting at UNT on Tuesday, March 25, 2025, with 14 members of the public in attendance, and a virtual meeting on Wednesday, March 26, 2025, via Zoom with 2 members of the public in attendance to discuss the amendment and received community's feedback. During the meeting, members of the public expressed general support for the proposed amendment and suggested improvements they would like to see within these corridors in the future like wider sidewalks for improved pedestrian mobility.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
December 15, 1998	City Council	Mobility Plan	Resolution R98-065 replaced 1988 Thoroughfare Plan
December 7, 1999	City Council	The Denton Plan 1999-2020 (Comprehensive Plan)	Approved (99-439)
January 16, 2001	City Council	Mobility Plan Amendment	Approved (2001-036)
January 8, 2002	City Council	Mobility Plan Amendment	Approved (2002-022)
February 3, 2004	City Council	Mobility Plan Amendment	Approved (2004-034)

March 2, 2004	City Council	Mobility Plan Amendment	Approved (2004-061)
November 2, 2004	City Council	Mobility Plan Amendment	Approved (2004-348)
September 12, 2006	City Council	Mobility Plan Amendment	Approved (2006-249)
December 12, 2006	City Council	Mobility Plan Amendment	Approved (2006-345)
September 12, 2007	City Council	Mobility Plan Amendment	Approved (GDP07-0002)
July 19, 2011	City Council	Mobility Plan Amendment	Approved (2011-117)
January 5, 2016	City Council	2015 Mobility Plan	Approved (2016-012)
August 3, 2021	City Council	Mobility Plan Amendment	Approved (CA21-0001a)
March 22, 2022	City Council	Denton 2022 Mobility Plan	Approved (22-513)
June 18, 2024	City Council	Mobility Plan Amendment (MPA24-0001)	Approved
November 19, 2024	City Council	Mobility Plan Amendment (MPA24-0002b)	Approved
November 19, 2024	City Council	Mobility Plan Amendment (MPA24-0004b)	Approved
June 17, 2025	City Council	Mobility Plan Amendment (MPA25-0001a)	Approved
June 17, 2025	City Council	Mobility Plan Amendment (MPA25-0002a)	Approved
August 13, 2025	Planning and Zoning Commission	Mobility Plan Amendment (MPA24-0003)	Recommend Approval

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Future Land Use Map with Proposed Mobility Plan Amendments
Exhibit 4 - Roadway Types
Exhibit 5 - 2022 Mobility Plan
Exhibit 6 - Proposed Mobility Plan
Exhibit 7 - Notification Response Map
Exhibit 8 - Ordinance
Exhibit 9 - Presentation

Respectfully submitted:
Farhan Butt, Ph.D., P.E., M. ASCE
Deputy Director of Transportation Services Division

Prepared by:
Sahar Esfandyari
Senior Transportation Planner

Mia Hines, AICP
Senior Planner

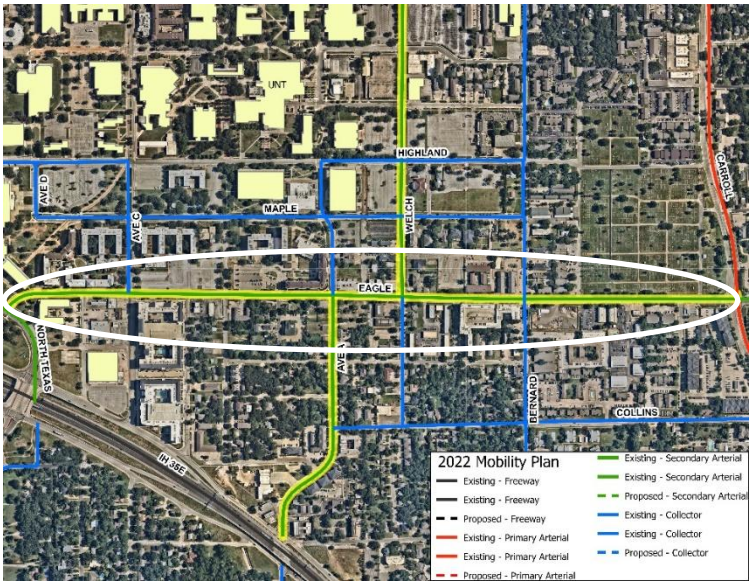
Planning Staff Analysis
MPA24-0003d/Eagle Drive, Avenue A, and Welch
City Council District #2 & District #3

REQUEST:
Modifying the current Secondary Arterial roadway functional classification to Collector classification in the Thoroughfare Plan on 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 to Eagle.

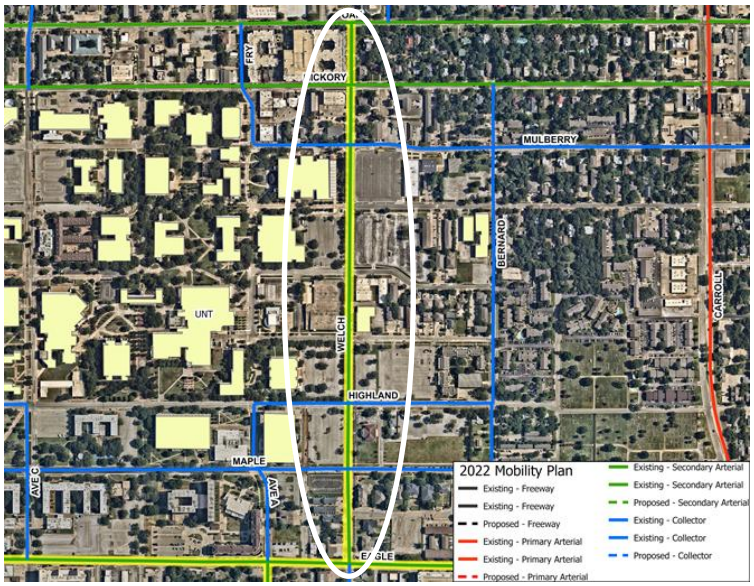
SITE DATA:
The focus areas of Eagle Drive, Welch Street, and Avenue A are situated within and/or adjacent to the University of North Texas (UNT) campus boundary. The Denton 2040 Comprehensive Plan Future Land Use Map identifies this area as a Neighborhood/University Compatibility zone, while the Mobility Plan 2022 Update classifies these right-of-way corridors as Secondary Arterials. The existing design of these corridors are detailed below:

Eagle Drive
Eagle Drive is a two-way, east-west roadway extending from South Bell Avenue/Dallas Drive to North Texas Boulevard. The segment under study lies between South Carroll Boulevard and North Texas Boulevard. The existing development on the northern side of Eagle Drive comprises UNT campus buildings, student housing, and the IOOF Cemetery, whereas the southern side features a mix of stand-alone and horizontally integrated residential and commercial establishments. The right-of-way measures approximately 55-65 feet in width and includes one eastbound travel lane, one westbound travel lane, a center lane designated as a two-way left turn lane (TWLTL), and bike lanes on both sides. The speed limit is set at 30 mph.

Eagle Drive serves as a heavily traveled major thoroughfare from the UNT campus into downtown Denton, characterized by significant pedestrian activity due to nearby commercial and retail establishments that attract students. The presence of residential apartments and parking lots flanking Eagle Drive contributes to substantial foot traffic, predominantly from individuals accessing UNT facilities, including the recreation center and Chestnut Hall wellness center.



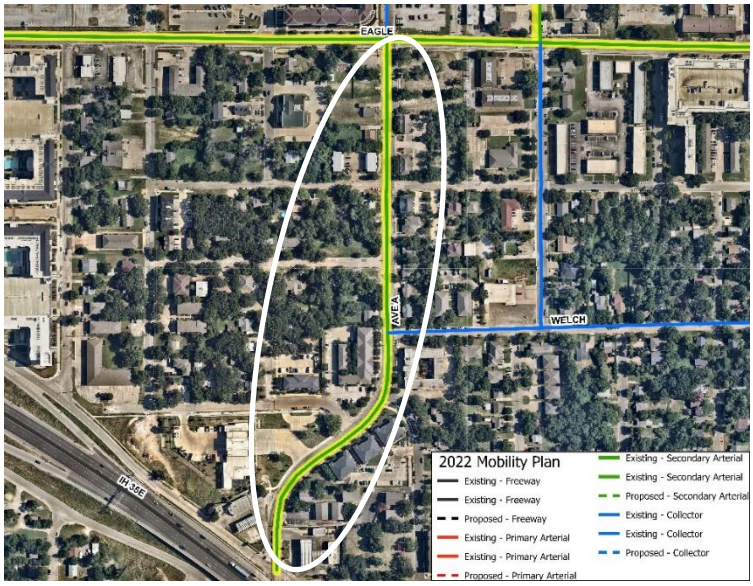
Welch Street
Welch Street is a north-south roadway located between West Oak Street and West Collins Street. The segment under study, between Eagle Drive and West Oak Street, features the following lane configurations:



- Eagle Drive to Highland Road: One northbound travel lane and one southbound travel lane, with bike paths on both sides.
- Highland Road to Union Circle/West Prairie Street: Two northbound travel lanes and one southbound travel lane.
- Union Circle/West Prairie Street to West Mulberry Street: Two northbound travel lanes and two southbound travel lanes.
- West Mulberry Street to West Hickory Street: Two northbound travel lanes and one southbound travel lane.
- West Hickory Street to West Oak Street: One northbound travel lane and one southbound travel lane.

Welch Street is located within the UNT campus, featuring a right-of-way width ranging from approximately 45 to 65 feet and a speed limit of 20 mph within the study area. Existing developments along this corridor include multiple student residential apartments, Greek life houses, and facilities hosting clinical outreach programs on both sides of Welch Street. The presence of approximately ten surface parking lots results in a high volume of pedestrian activity along and across the street, posing safety challenges for students due to the mix of land uses and heavy vehicular traffic.

Avenue A
Avenue A is a north-south roadway extending from West Highland Street to I-35E. While the segment north of Eagle Drive is classified as a Collector, the portion under study, between Eagle Drive and I-35E, is classified as a Secondary Arterial. The street right-of-way measures approximately 50-65 feet in width and accommodates two northbound travel lanes and two southbound travel lanes, with a speed limit of 30 mph. Avenue A serves as the primary southern exit



for the UNT campus and features a mix of residential and commercial buildings on both sides of the studied area.

CONSIDERATIONS:

A. Section 2.7.1.D of the DDC provides the criteria for approval of Comprehensive Plan Amendments:

1. An application for a Comprehensive Plan amendment may be approved by the City Council only following a determination that the proposed amendment is consistent with the overall purpose and intent of the Comprehensive Plan and that <u>any one of the following criteria has been met</u>:

    a. *There was an error in the original Comprehensive Plan adoption;*
    There was not an error in the original 2022 Mobility Plan adoption.

    b. The City Council failed to take into account then-existing facts, projections, or trends that were reasonably foreseeable to exist in the future;
    The City Council did not fail to take into account the existing facts, projections, or trends. Recent development applications and inquiries in the area have brought to light the significant implications that a 110-foot wide right-of-way width would have in this already developed part of the city.

    c. Events, trends, or facts after adoption of the Comprehensive Plan have changed the City Council's original findings made upon plan adoption; or
    Since the adoption of the Comprehensive Plan, the continuous growth of the University of North Texas (UNT) and the increasing pedestrian traffic on and around the campus have raised safety concerns regarding walking and cycling along or across the target roads, specifically Eagle Dr, Welch St, and Avenue A, which are classified as Secondary Arterials in the 2022 Mobility Plan. Properties adjacent to these roads are predominantly owned by UNT and are almost entirely developed, either as part of the school campus or with private developments that support and contribute to the campus environment. Consequently, downgrading the current road classification to Collectors will enhance safety for students, improve connectivity with the surrounding road networks, and provide financial relief for the City by eliminating the need to acquire land for a 110-foot right-of-way (ROW) as required for a secondary arterial. This change will allow the existing ROW to be maintained for the proposed Collector Road classification.

    d. Events, trends, or facts after adoption of the Comprehensive Plan have changed the character or condition of an area so as to make the proposed amendment necessary.
    See response to c. above as it is applicable to this criterion.

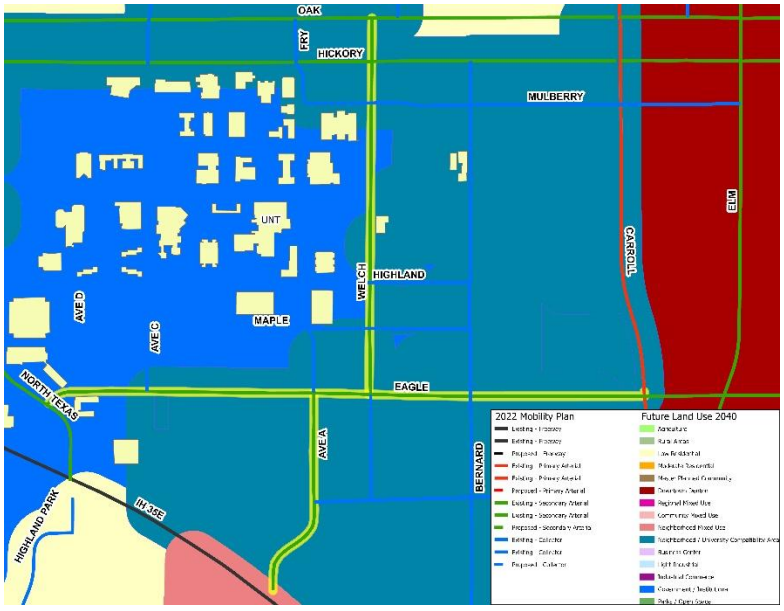
2. In addition to the above-listed criteria, any proposed amendment is subject to the following additional review standards:

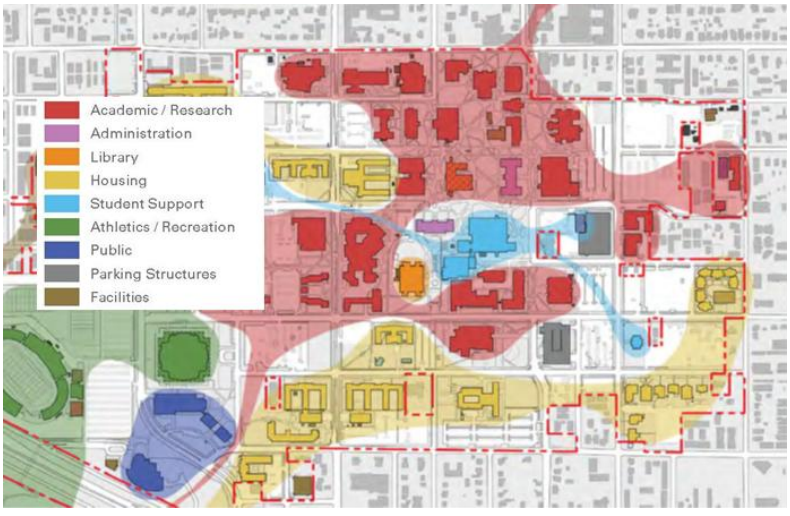
    a. That the amendment is not in conflict with any portion of the goals and policies of the plan.

The proposed Mobility Plan amendment to the Thoroughfare Plan Map is not in conflict with the Comprehensive Plan and is specifically consistent with the following goals in the Denton 2040 Comprehensive Plan:

M-1: **Provide for the safe, efficient movements of motor vehicles, bicycles, and pedestrians in a sustainable way that complements Denton's planned growth strategy.**

The map below and provided as Exhibit 3 shows that the Comprehensive Plan's Future Land Use map highlights the existing and future institutional (educational) development in the studied area by the color blue. By reclassifying the roadways from Secondary Arterial to Collector for Eagle, Welch, and Avenue A, the roadway network surrounding UNT will become more cohesive. This change will enhance safety for pedestrians, cyclists, and motorists by reducing the overall number of accidents and facilitating safer movement.





The UNT Master Plan also indicates the cluster of housing units by Eagle Dr and a mix of Student Support and academic / research buildings around Welch St.

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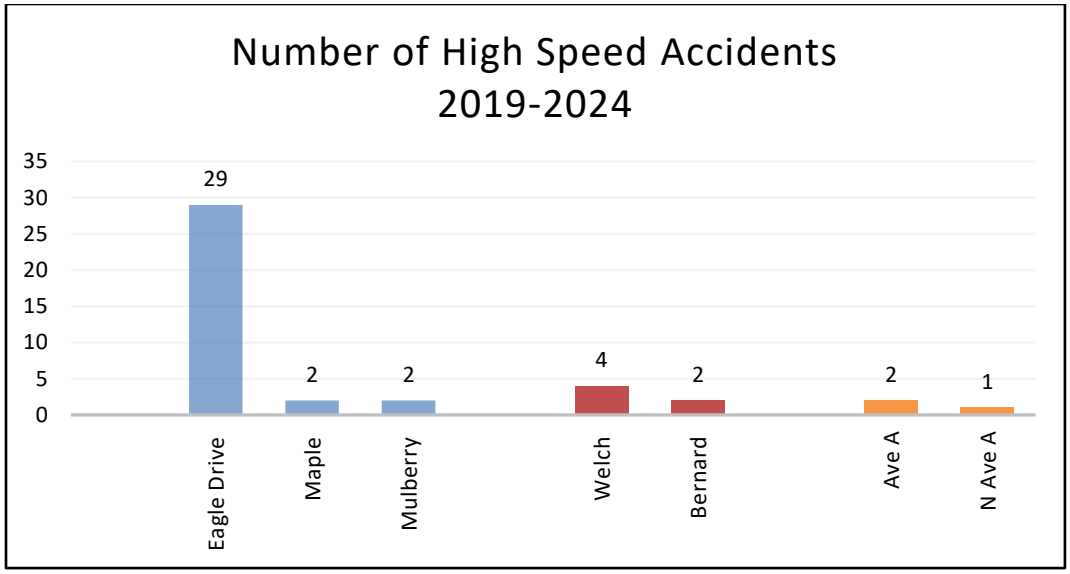
Additionally, the proposed Collector roadway classification will provide greater safety for pedestrian and cyclist traffic. The following chart compares the number of accidents due to the speed between the target Secondary Arterial roads and their adjacent Collector roads.



Considering the equal length and function of the compared streets, the double number of accidents on Avenue A and Welch shows the necessity of a traffic calming strategy on these roads. The Eagle Drive number of accidents is drastically different from the similar adjacent streets, as well. The high number of accidents shows the importance of managing the street and keeping the low-speed limit to provide safety for all.

Additionally, the target roads are located in the completely built and saturated zones, and most of the lands next to these roads are owned by UNT. Therefore, the feasibility of purchasing lands to provide 110' ROW for Secondary Arterial would be challenging for the City. By modifying the current classification to Collector, the City does not need to change the current width of the target roads.

The proposed amendment is also consistent with the following goals outlined in the 2022 Mobility Plan:

Goal 7: Implement "Complete Streets" Strategies on Roadways in Denton

- Objective 7A: Create a transportation network that meets the mobility needs of all Denton residents, businesses, and visitors.
    - Strategy 7.2: Allow for flexible use of public rights-of-way to accommodate all uses of the street system while maintaining safety standards.
      The proposed Collector classification will combine sufficient right-of-way width with flexible design to accommodate all users in a variety of land use contexts.

Goal 8: Promote a Friendly Active Transportation System in Denton

- Objective 8A: Expand, enhance, and protect the existing bicycle network to provide a comprehensive system of facilities, including a spectrum of shared streets, separated lanes, and off-street multi-use trails, to increase connectivity between homes, jobs, schools, transit, and recreational resources in Denton
    - Strategy 8.1: Develop an extensive bicycle and pedestrian backbone network through the use of standard and appropriate innovative treatments.
      One primary purpose of the proposal is to create safe active transportation for everyone specially the UNT students.

The proposed amendment is also consistent with the following articles.

UNT Master plan

- Eagle Drive: increase student housing along the south edge of the campus (therefore, providing safe crossing)
- Avenue A-McCormick Street exit: improve access to the east campus parking lots
- Welch Street: provide pedestrian safety and traffic calming, elements including enhanced crossings by narrowing the roadway or providing textured paving, signage and lights

Oak Gateway Area Plan

AREA1-M1: Provide safe and accessible sidewalks and crosswalks to serve the needs of residents and businesses.

AreaPlan-M2: Continue coordination between the neighborhoods, UNT, and the City to identify and develop multiple ways to safely move through and around the area.

Ordinance No. 23-1289

Chapter 18, “Motor Vehicles and Traffic”, Article III, “Speed of Vehicles”, Section 18-73 “Speed Limits on Certain Roads and Highways”, set the speed limit of 20 mph for vehicles traveling upon Welch St from Hickory St. to Eagle Dr. which is aligned with the proposed Collector classification.

Report No. 2016-023

To reduce accidents and add bike lanes on Eagle Drive, from North Texas Boulevard to Cleveland Street, staff proposes reconfiguring the roadway from four lanes (without turn lanes) to three lanes (one travel lane in each direction with a two-way left-turn lane), along with a bike lane on each side. This approach, commonly known as a "Road Diet," is part of the Eagle Drive Street reconstruction. This proposed amendment aligns with the road diet initiative for Eagle Drive and will establish a safer bicycle network for those traveling to UNT. The new bike route will connect with the existing route on Avenue C and planned routes along North Texas Boulevard, Welch, Bernard, and Elm.

b. *That the amendment constitutes a substantial benefit to the city and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.*
The proposal will ensure adequate connectivity and safety for the current residents and future growth within the broader area.

c. *The extent to which the proposed amendment and other amendments in the general area are compatible with the land use goals of the plan and that they avoid creation of isolated uses that will cause incompatible community form and a burden on public services and facilities.*
The proposal to change the classification of Eagle Dr, Welch St, and Avenue A from Secondary Arterial to Collector roadways is compatible with the land use goals, as it supports the roadway connectivity and safety around the UNT.

d. *That the development pattern contained in the existing plan does not provide adequate and appropriate optional sites for the use or change being proposed in the amendment.*

Currently, all target roads are classified as Secondary Arterials. These roads are in close proximity to the UNT campus, with numerous university facilities and parking lots on both sides. While Avenue A and the southern side of Eagle Drive are somewhat detached from the main campus, they are situated in a densely developed area. Acquiring land from adjacent properties to widen the right-of-way to accommodate a typical Secondary Arterial is challenging and often impractical. Moreover, the growth of UNT's community and the resulting increase in pedestrian activity along these corridors highlight the urgent need to prioritize safety for pedestrians, bicyclists, and motorists.

e. *That the impact of the amendment, when considered cumulatively with other applications and development in the general area, will not adversely impact the city or a portion of the city by:*
    i. *Significantly altering acceptable existing land use patterns*;
    The proposed modification to the Mobility Plan would not negatively alter the existing land use pattern.

    ii. Having significant adverse impacts on public services and facilities that are needed to support the current land use and that cannot be mitigated to the maximum extent feasible;
    The proposal would not significantly adversely impact public services and facilities to support the current and future land use.

    iii. Adversely impacting environmentally sensitive areas or resources; or
    There are no environmentally sensitive areas identified within or adjacent to the target roads. The proposed modification to the Mobility Plan would not limit the City's ability to regulate tree preservation and development activity within Environmentally Sensitive Areas.

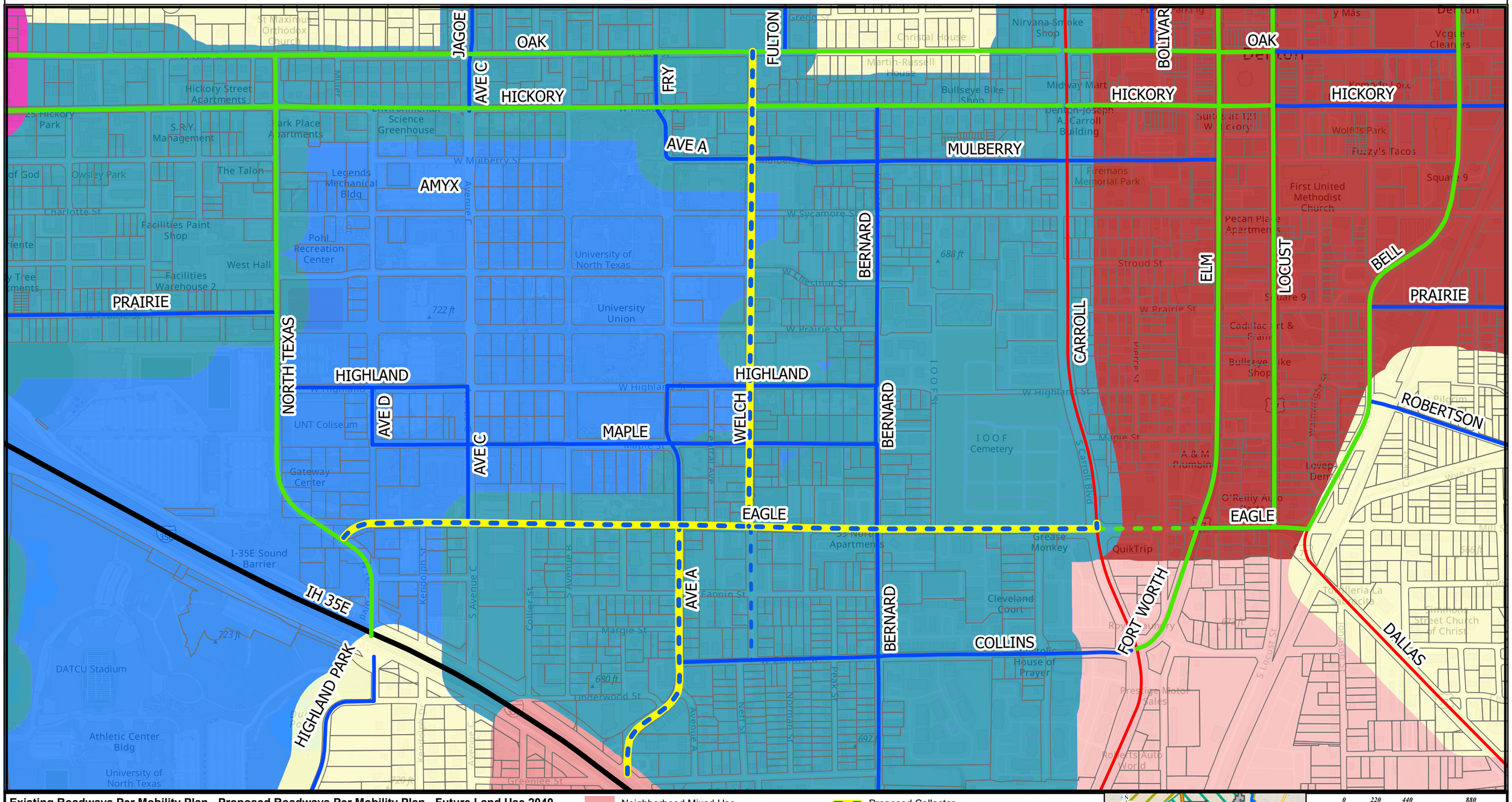
    iv. Adversely impacting existing uses because of increased traffic on existing systems.

By reclassifying the roads from Secondary Arterial to Collector, property owners and future developments will no longer need to dedicate right-of-way (ROW) for the full 110-foot width required for Secondary Arterials. This change also alleviates the City's need to purchase land for this expanded ROW. The current widths of the target roads - Eagle (55-65 feet), Welch (45-65 feet), and Avenue A (50-65 feet) - will remain largely unchanged under the Collector classification, which has a maximum width of 65 feet.

Current traffic counts indicate that these road widths are sufficient for smooth traffic flow during both normal and peak hours. The existing speed limits—30 mph on Eagle Dr and Avenue A, and 20 mph on Welch Street align well with the proposed Collector classification.

f. *That site conditions, including but not limited to topography, utility corridors/easements, drainage patterns, noise, odors, or environmental contamination, would make development under the current plan designation inappropriate*.
The proposed amendment will not have any inappropriate impact on topography, utility corridors/easements, drainage patterns, noise, odors, or environmental contamination.

Future Land Use 2040



Existing Roadways Per Mobility Plan

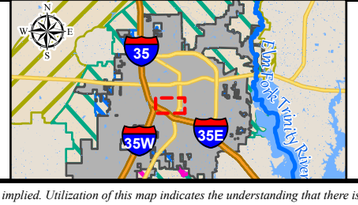
- COLLECTOR
- FREEWAY
- PRIMARY ARTERIAL
- SECONDARY ARTERIAL

Proposed Roadways Per Mobility Plan

- COLLECTOR
- SECONDARY ARTERIAL

Future Land Use 2040

- Low Residential
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Government / Institutional
- Parcels
- Proposed Collector



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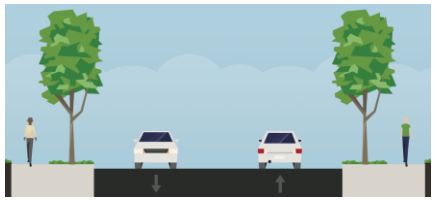
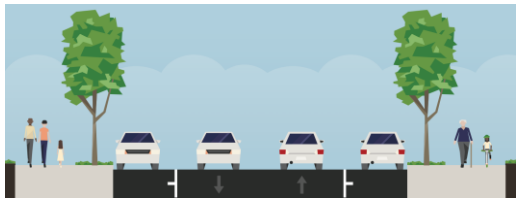
CITY OF DENTON
Development Services - GIS
Date: 4/2/2025

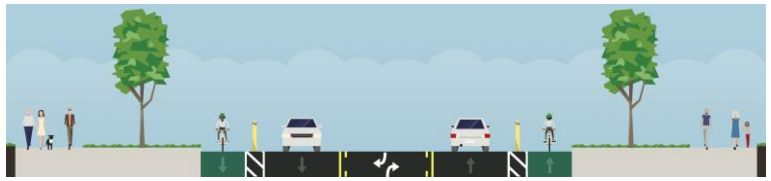
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure 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.

Roadway Classification Definitions

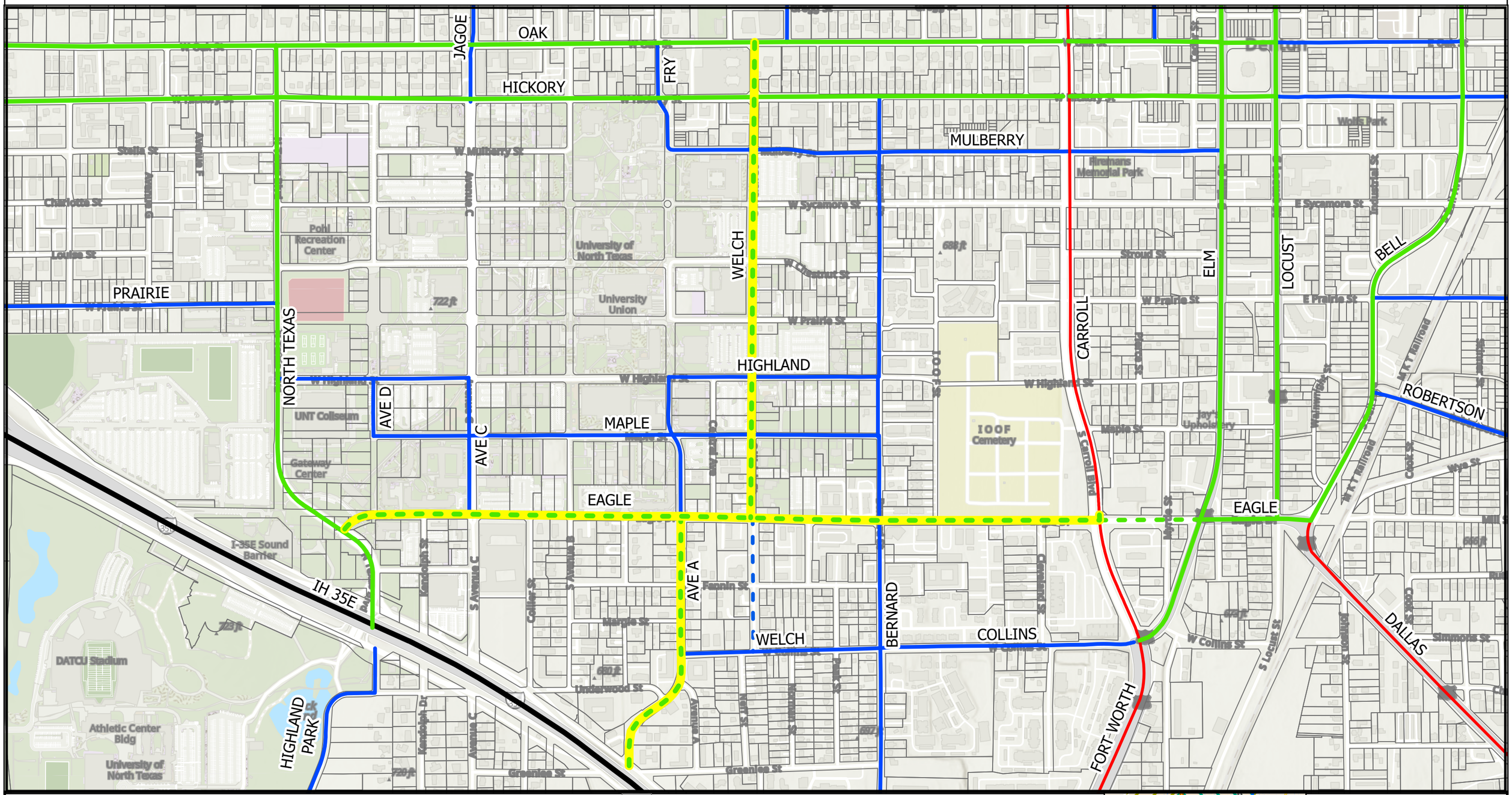
Residential	Associated with residential development within an urban and/or suburban environment. **55 feet of total ROW** *EXAMPLE: Mistywood Lane* *Typical speeds: 25 – 30 mph*
Collector	Collects traffic from residential streets and local commercial and industrial streets and connects to Arterials. **65 feet of total ROW** *EXAMPLE: Stuart Road* *Typical speeds: 30 – 35 mph*
NEW TYPE: Major Collector	Collects traffic from residential streets and local commercial and industrial streets and connects to Arterials. Provides for greater pedestrian and bicycle connectivity. **110 feet of total ROW** *Anticipated speed: 35 mph*
Secondary Arterial	Major routes throughout the city. The number of driveway connections are limited to reduce friction and allow traffic to flow. **110 feet of total ROW** *EXAMPLE: Sherman Drive* *Typical speeds: 35 – 40 mph*
Primary Arterial	Major routes throughout the city and county. The number of driveway connections are limited to reduce friction and allow traffic to flow. **135 feet of total ROW** *EXAMPLE: University Drive* *Typical speeds: 40 – 45 mph*







Existing Mobility Plan



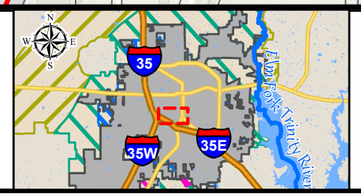
Existing Roadways Per Mobility Plan

- COLLECTOR
- FREEWAY
- PRIMARY ARTERIAL
- SECONDARY ARTERIAL

Proposed Roadways Per Mobility Plan

- COLLECTOR
- FREEWAY
- PRIMARY ARTERIAL
- SECONDARY ARTERIAL

- Parcels
- Proposed Secondary Arterial

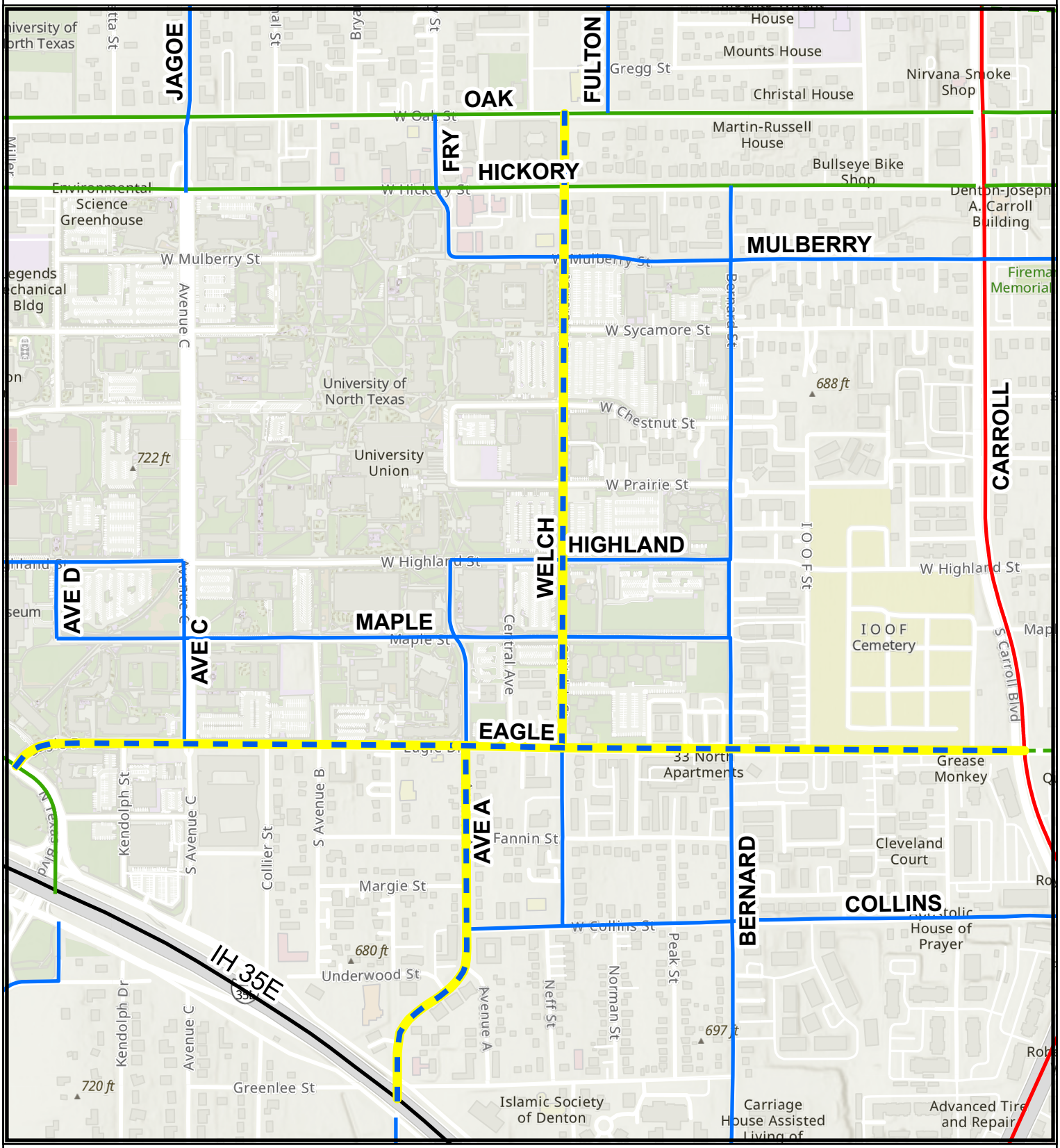


0 237.5 475 950 Feet

CITY OF DENTON
Development Services - GIS
Date: 9/17/2024

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.

MPA24-0003 Map Exhibit

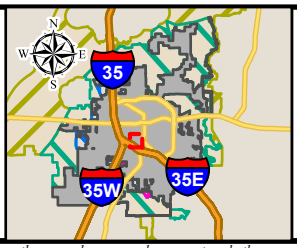


Existing Roadway

- Existing Freeway
- Existing Primary Arterial
- Exisitng Secondary Arterial
- Existing Collector

Proposed Roadway

- Proposed Secondary Arterial
- Proposed Collector
- **MPA24-0003**



0 165 330 660 Feet

CITY OF DENTON
Development Services - GIS
Date: 1/30/2025

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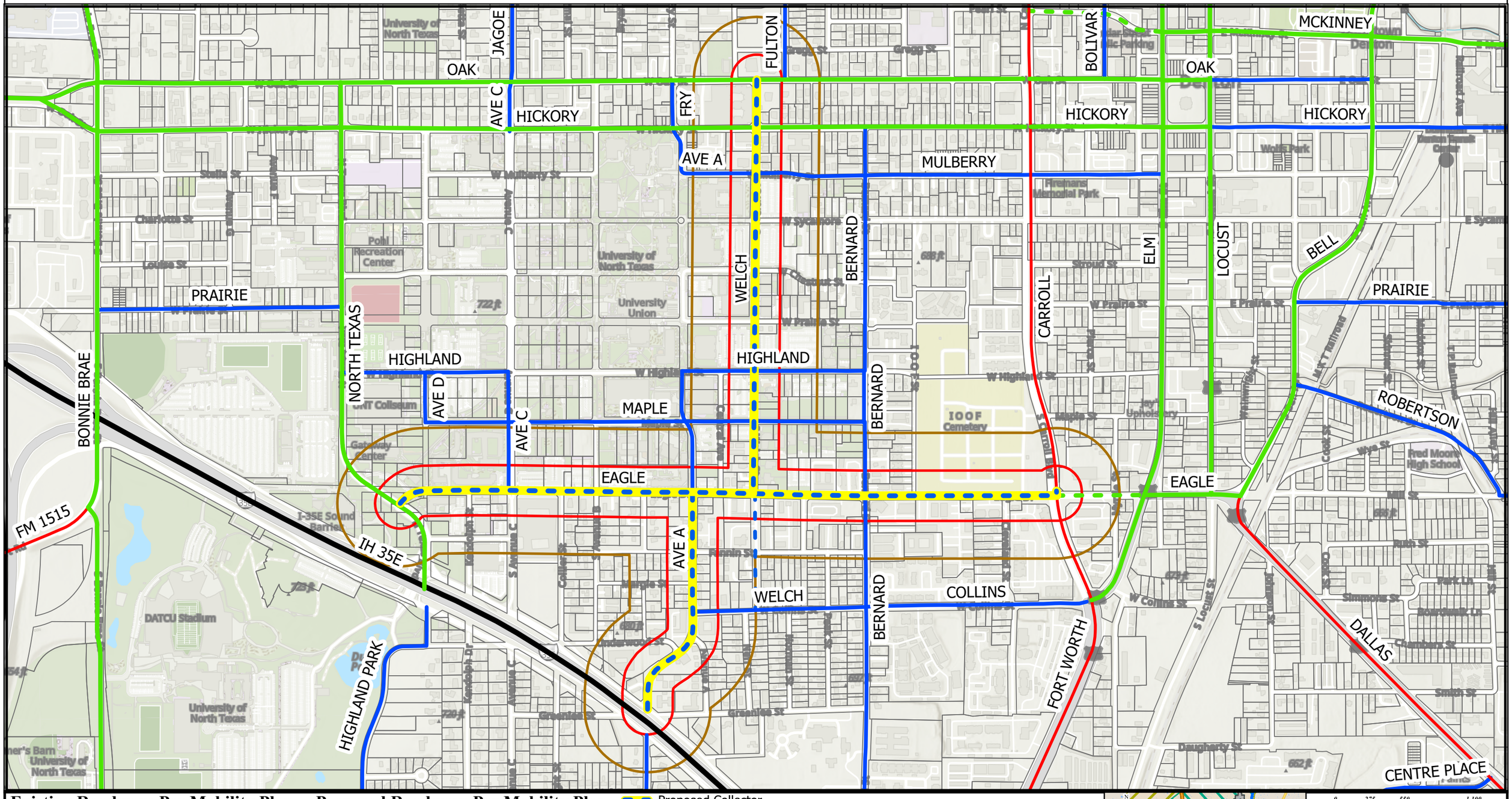
Notification Map



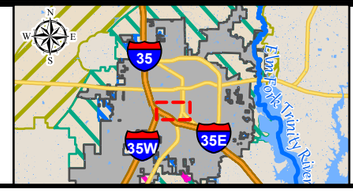
Existing Roadways Per Mobility Plan

- COLLECTOR
- FREEWAY
- PRIMARY ARTERIAL
- SECONDARY ARTERIAL

Proposed Roadways Per Mobility Plan

- COLLECTOR
- FREEWAY
- PRIMARY ARTERIAL
- SECONDARY ARTERIAL

- Proposed Collector
- 500ft Buffer
- 200ft Buffer
- Parcels



0 275 550 1,100 Feet

CITY OF DENTON
Development Services - GIS
Date: 9/17/2024

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.

CITY OF DENTON

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

Response Form

Project Number MPA24-0003
Eagle Drive, Avenue A, & Welch Street

In order for your opinion to be forwarded to the Planning and Zoning Commission, please complete and mail this form to:

City of Denton Development Services
Attn: Sahar Esfandyari, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email a copy to sahar.esfandyari@cityofdenton.com.

Please circle one:

☑ In favor of request ☐ Opposed to request

Comments: less traffic!

Signature: [signature]

Printed Name: JEFF NATH

Street Address: ~~1220 AVE. A.~~ 115 N. RESH ST.

City, State and Zip Code: ~~Denton Texas~~ ANAHEIM CA 92805

Phone Number: (714) 315-0129

Email Address: JEFF@NATHPROPERTY.COM

Physical Address of Property within 200 Feet:

1214, 1218, 1220 AVE. A. Denton TX

CITY OF
DENTON
Notice of Public Hearing
Project Number:
MPA24-0003
Project Name:
Eagle Dr., Avenue A, and Welch St.
Request:
Mobility Plan Amendment
More Info:
cityofdenton.com
/ProjectInfo
(940) 349-8600
STOP

CITY OF
DENTON
Notice of Public Hearing
Project Number:
MPA24-0003
Project Name:
Eagle Dr., Avenue A, and Welch St.
Request:
Mobility Plan Amendment
More Info:
cityofdenton.com /ProjectInfo
(940) 349-8600
STALLION

GREASE MONK
STATE INSPECTION
KES, AC, & MORE
Standard Oil Change
$35.
FLEETS WELCOME
DENTON
Notice of Public Hearing
Project Number:
Project Name:
Request:
More Info:
(940) 349-8600

CITY OF
DENTON
Notice of Public Hearing
Project Number: MPA24-0003
Project Name:
Request:
Eagle Dr., Avenue A, and Welch St.
Mobility Plan Amendment
More Info:
cityofdenton.com /ProjectInfo
(940) 349-8600

CITY OF
DENTON
Notice of Public Hearing
Project Number:
MPA24-0003
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Eagle Dr., Avenue A, and Welch St.
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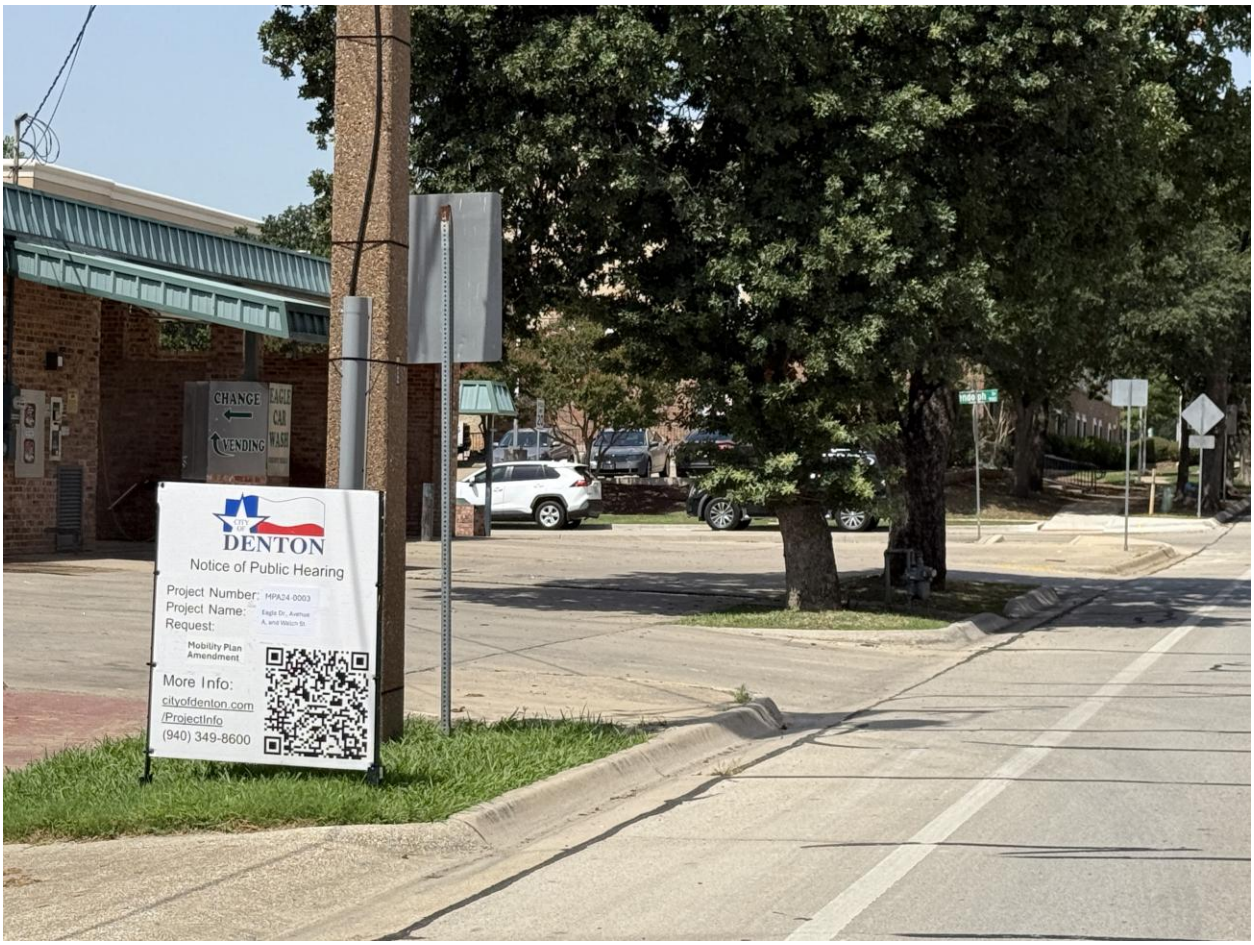

CHANGE
VENDING
EAGLE CAR WASH
CITY OF
DENTON
Notice of Public Hearing
Project Number: MPA24-0003
Project Name: Eagle Dr., Avenue A, and Welch St.
Request:
Mobility Plan Amendment
More Info:
cityofdenton.com/ProjectInfo
(940) 349-8600

ORDINANCE NO. _____

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 MODIFICATION TO THE FUNCTIONAL CLASSIFICATION OF EAGLE DRIVE BETWEEN NORTH TEXAS BLVD AND SOUTH CARROLL BLVD, WELCH STREET BETWEEN EAGLE DRIVE AND 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. (MPA24-0003)

WHEREAS, on March 22, 2022, the City of Denton adopted the 2022 Mobility Plan Update via Ordinance No. 22-513; and

WHREEAS, the Transportation Planning Division of the Development Services Department performed an analysis of Eagle Drive between North Texas Blvd to South Carroll Blvd, Welch Street between Eagle Drive to West Oak Street, and Avenue A from Highway I-35 to Eagle Drive (hereafter, "the Study Area Roads") and determined that an amendment to the Mobility Plan was necessary; and

WHEREAS, downgrading the Study Area Roads from a functional classification of Secondary Arterial to Collector will reduce the speed limit and increase accessibility; therefore, it will provide more safety for pedestrians, cyclists, and vehicle users on these roads; and

WHEREAS, on August 13, 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 (5-0) of the amendment; and

WHEREAS, on September 16, 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 2.7.1 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for a Comprehensive Plan Amendment to modify the Thoroughfare Plan and Thoroughfare Plan Map of the Mobility Plan (the "Subject Amendment"), have determined that the Subject Amendment 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 Subject Amendment 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 Thoroughfare Plan Map of the Mobility Plan is hereby amended as described in **Exhibit "A"** and depicted in **Exhibit "B"** to show the revised classification of the Study Area Roads.

SECTION 3. The City's official Thoroughfare Plan Map is hereby amended to show the change in the future roadways.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

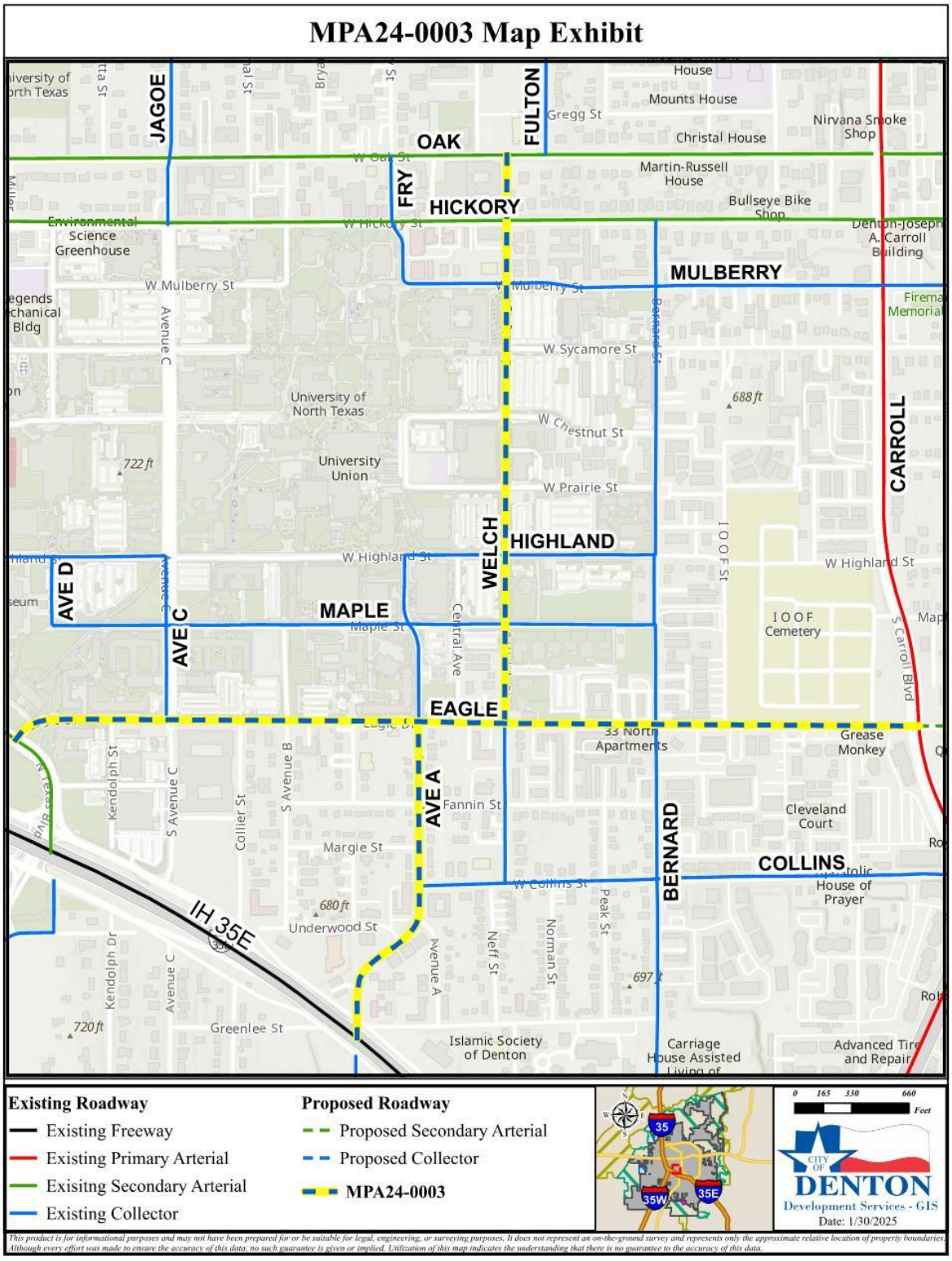
BY: Hilary McMahon _____

Exhibit A

Modification to the Thoroughfare Plan Map of the 2022 Mobility Plan

Modifying the current Secondary Arterial roadway functional classification to Collector classification in the Thoroughfare Map on Eagle drive between North Texas Blvd to South Carroll Blvd, Welch Street between Eagle Drive to West Oak Street, and Avenue A between I-35E to Eagle.

Exhibit B
Updated Thoroughfare Plan Map



MPA24-0003d Mobility Plan Amendment

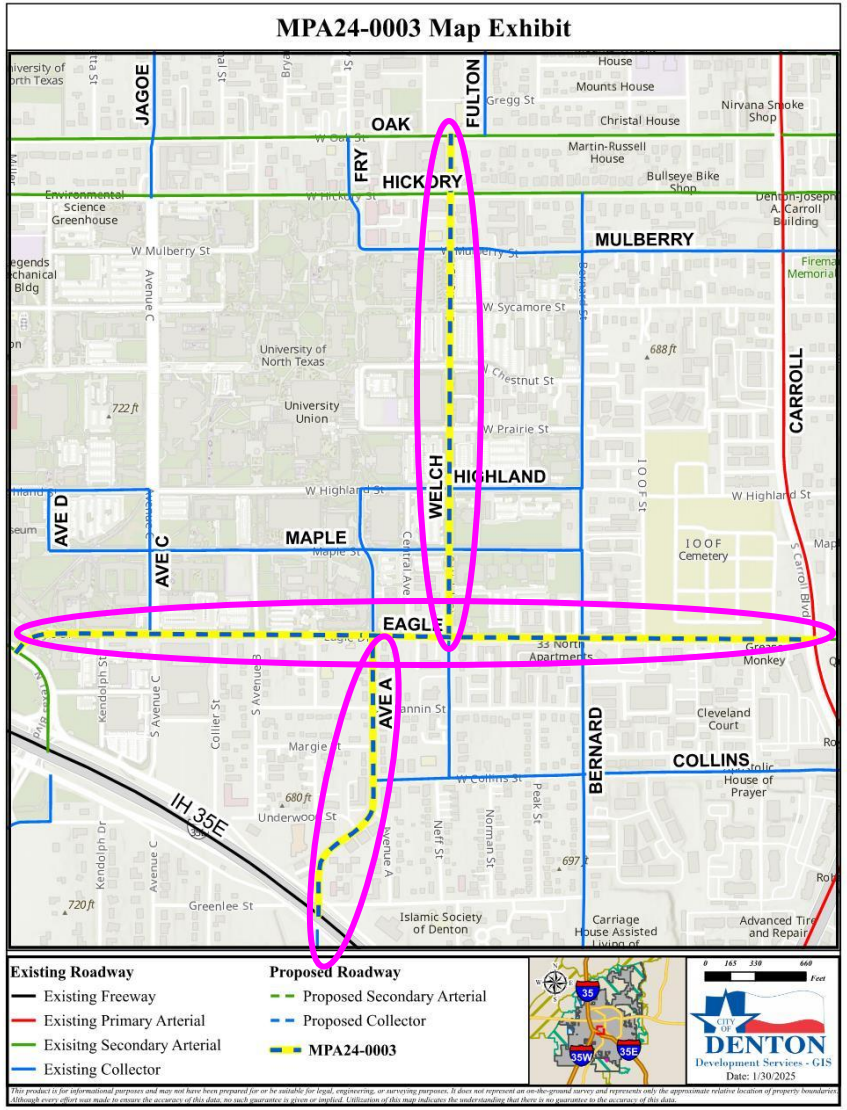
City Council

September 16, 2025

Sahar Esfandyari
City of Denton

Background

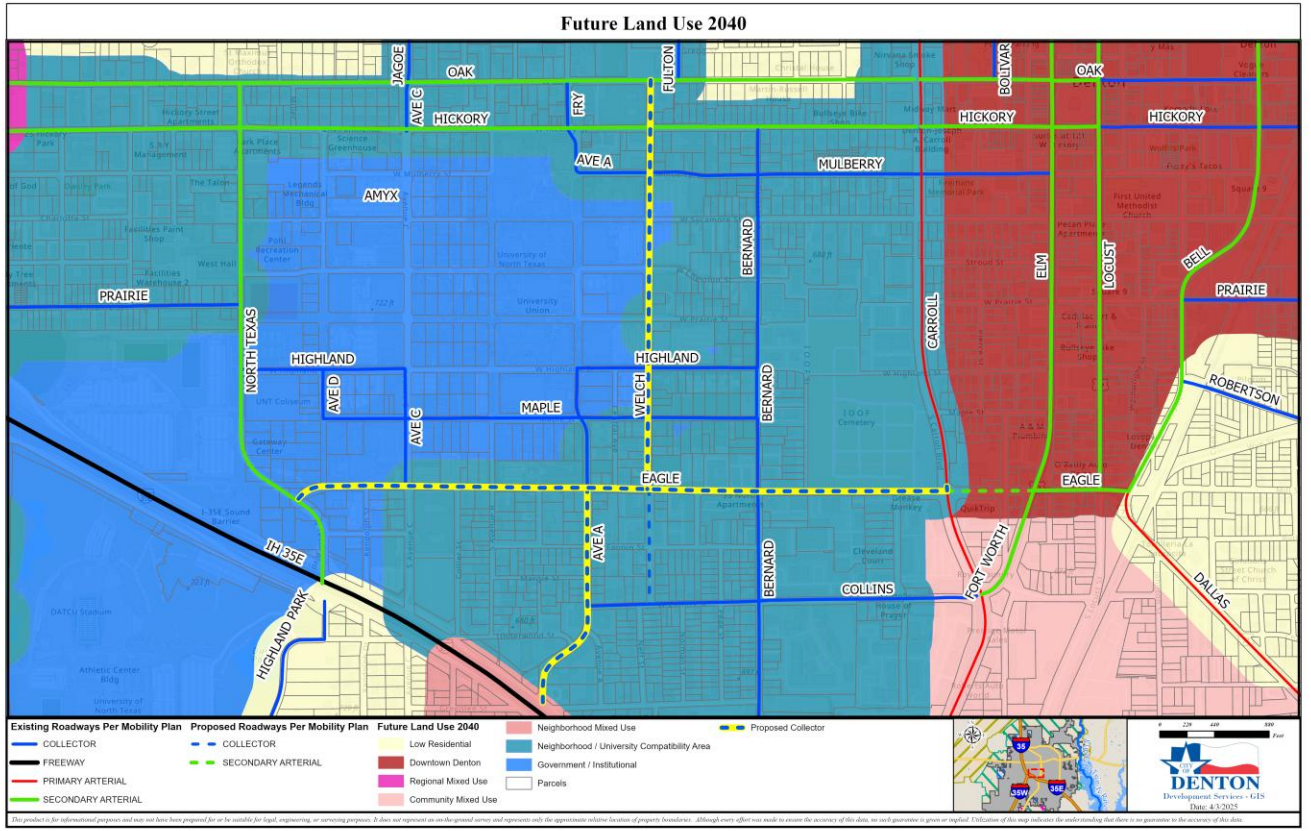
- Target roads:
  - Eagle Drive - North Texas Blvd to South Carroll Blvd
  - Welch Street - Eagle Dr to West Oak St
  - Avenue A - I-35E to Eagle Dr
- Mobility Plan 2022 – Secondary Arterial



Proposal

- Located in a fully developed area.
- Enhance connectivity and accessibility.
- Maintain the speed limit between 30 and 35 mph.
- Enhance safety.

Collector	Collects traffic from residential streets and local commercial and industrial streets and connects to Arterials. **65 feet of total ROW** *EXAMPLE: Stuart Road* *Typical speeds: 30 – 35 mph*
Secondary Arterial	Major routes throughout the city. The number of driveway connections are limited to reduce friction and allow traffic to flow. **110 feet of total ROW** *EXAMPLE: Sherman Drive* *Typical speeds: 35 – 40 mph*



Approval Criteria

The proposal meets the following criteria for approval:

- ✓ **Events, trends, or facts** after adoption of the Comprehensive Plan **have changed the** City Council's **original findings** made upon plan adoption, and
- ✓ **Events, trends, or facts** after adoption of the Comprehensive Plan **have changed the character or condition of an area** so as to make the proposed amendment necessary
- ✓ **Comprehensive Plan**
  - ✓ Future land use
  - ✓ Mobility Plan

Public Outreach

- In-person meeting: March 25, 2025, at UNT
- Zoom meeting : March 26, 2025
- Newspaper Ad: August 2, 2025
- Website: August 1, 2025
- Property signs: July 14, 2025 - 6 signs
- Mailed Notices: August 1, 2025

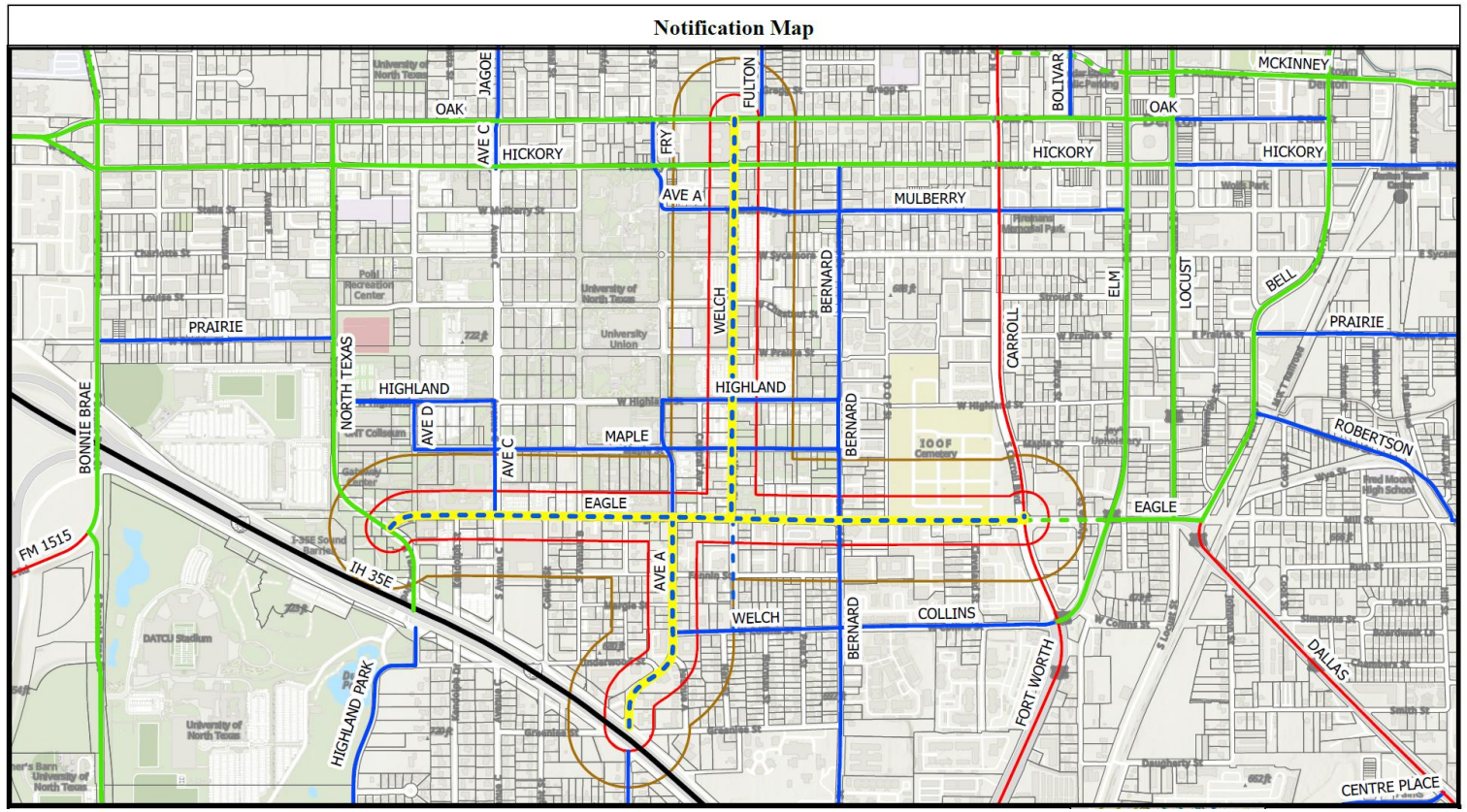
  200 ft. Public Notices mailed: 190

  500 ft. Courtesy Notices mailed: 350
- Responses:

  In Opposition: 0

  In Favor: 1

  Neutral: 0



Recommendation:

The Planning and Zoning Commission recommended **(5-0)** of the proposal.

Staff recommends **approval** of the proposal as it complies with the criteria in Section 2.7.1.D of the DDC for approval of a Comprehensive Plan Amendment.

Questions?

Sahar Esfandyari

Senior Transportation Planner

File #: Z25-0008a, **Version:** 1

AGENDA CAPTION

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)

City of Denton

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

AGENDA INFORMATION SHEET

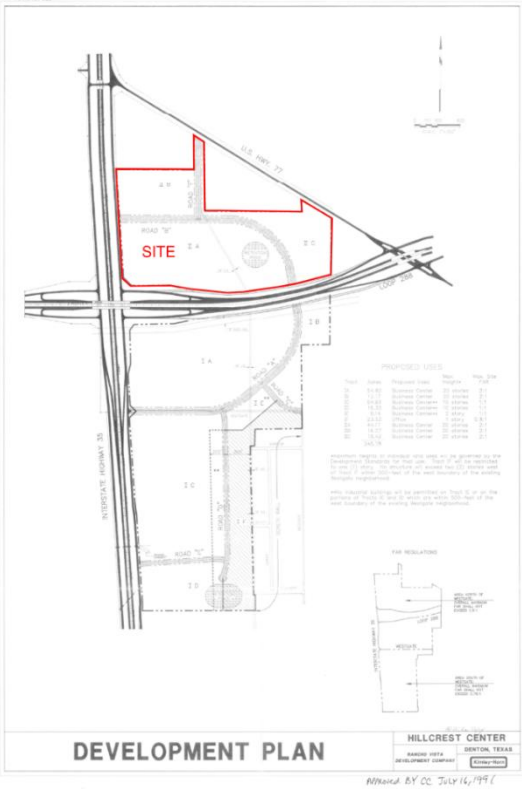
DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: September 16, 2025

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification 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)



BACKGROUND

The applicant, Mack Mattke with Kimley Horn, on behalf of the property owner, CATDENTON FIVE, Inc. is requesting to rezone approximately 68 acres from Planned Development 142 to Planned Development – General Office (PD-GO) District. According to the applicant, the purpose of the request is to facilitate the development of warehouse, light industrial, and other employment uses, although an end user has not yet been identified. However, if approved, any allowed use could operate on the site.

Site History

Originally called "Hillcrest Center," PD-142 District was approved by Ordinance 91-101 (Exhibit 6), which established the project boundaries, permitted land uses, development regulations, roadway network, and subdistricts on a total of 245.8 acres, which included the

subject property on its northern end. The subject property includes the 68 acres located inside the triangle created by I35, Hwy 77, and Loop 288 as shown on the original Hillcrest Center PD Development Plan, right. The purpose of PD-142 was to create an "Urban Center" at the intersection of I-35 and Loop 288 with a concentration of commercial, retail, office, and light industrial uses to serve as a hub for economic activity and employment.

With the exception of the Stonehill Center outlet mall, most of the original PD area has remained undeveloped (including the subject property of 68 acres), and the regulations have remained in effect since 1991, including the permitted uses and development standards. The following is a sample of the types of allowed uses. A full listing of all permitted uses and development standards is provided in Exhibit 6.

- Hotel or Motel
- Community Center (Public)
- Hospital
- Light Industrial
- Nursing Home
- Auto Sales and Repair (in building)
- Offices, Professional and Administrative
- Restaurant
- Retail Stores and Shops
- Storage or Sales Warehouse

In addition to specifying permitted and prohibited uses, the development standards in PD-142 prescribe setbacks and maximum buildings heights based on the type of developing land use, provide for specific setbacks and screening adjacent to the single-family uses along Westgate, and requires development follow the 1988 landscape standards that were in effect at the time.

Current Request
As stated above, the applicant's proposed uses include warehouse and light industrial, both of which are permitted in PD-142. Consequently, the applicant could maintain the existing PD-142 District and develop the site under the existing regulations with a Detailed Plan. A Detailed Plan is a site plan of the proposed development: building, parking, access, and landscaping. It is the final step in Denton's 1991 Development Code Planned Development procedure and requires approval by City Council through the dual public hearing process.

However, instead of developing within PD-142, the applicant elected to pursue rezoning to GO District with an Overlay PD. This option ensures that current regulations related to permitted uses, site design, buffering, and landscaping will apply to the property. Additionally, the proposal includes additional screening and architectural standards to minimize visual impacts associated with large structures, truck maneuvering, and loading areas.

The DDC was amended in 2022 to create a process for establishing PD districts specifically for this purpose; in this case the applicant is requesting the Overlay PD which allows for development standards to be modified without necessitating a Development Plan, which is otherwise required for a Standard PD. Per the DDC, an Overlay PD may be used impose additional use-specific standards, and/or modify setbacks, landscaping, screening, or buffering requirements to ensure compatibility between the proposed development and neighboring properties.

Because of the site's prominence as the City's northern gateway and at the confluence of three highways, the proposed overlay is intended to accomplish the following:

- Enhance the landscape space and screening at the right-of-way
- Reduce the visual impact of loading areas and dock doors
- Provide flexibility in parking regulations and design to ensure adequate parking for both industrial and office uses over the life of the development
- Increase the architectural standards
- Limit the amount and permitted locations for Outdoor Storage, Accessory

These standards are outlined in Exhibit 7 and summarized in the table below. For standards not specified in the PD Regulations, the applicable GO development standards within the DDC would apply.

Standard	GO District	Proposed PD-GO District
Screening and Buffering	• DDC Subsection 7.7.5F.4.b.i requires two elements to screen at the right-of-way with no minimum width • Per DDC Subsection 7.7.6A, Industrial uses are not required to provide a buffer against undeveloped or Agricultural uses.	• Minimum 30- to 35-foot-wide landscape buffer is required along rights-of-way. Right-of-Way Elements as required in DDC Subsection 7.7.5F.4.b.i, as amended, shall be planted between the street and the parking lot, except along I-35 where the elements must include a masonry wall and accent trees. • A 10-foot-wide buffer is required along the easternmost property line of the Planned Development District. The buffer must include a minimum of 30 points from Table 7.G.
Parking	Per Table 7.9-I, the minimum required parking for Warehouse and Manufacturing uses is one space per 3,500 gross floor area or one space per employee on the largest shift.	Manufacturing and Processing Use Types and Storage and Warehousing Use Types required parking ratios: • Minimum: one space per 2,000 square feet • Maximum: one space per 500 square feet Director is authorized to reduce or increase the required off-street parking based on a parking demand study per 7.9.4E of the DDC.
Building Design	Per DDC Subsection 7.10.5D, buildings shall have no more than 50 continuous feet without a horizontal and vertical break of at least three feet.	• Front facades shall be enhanced with 30% minimum window glazing, beginning at the primary entrance and extending 100 feet in either direction. • Buildings shall have no more than 100 continuous feet without a horizontal and vertical break of at least 3 feet.

Dock Doors and Loading Areas	Per DDC Subsection 7.9.7B, required off-street loading spaces shall not be permitted in any front yard or in any required street side yard.	• No dock doors shall directly face the public right of way. • Loading areas, truck courts, trailer parking, and trash collection areas are prohibited in the front yard(s) adjacent to each right-of-way. • All loading areas visible from the public right of way must be screened from the right-of-way by screening walls, building projections, wing walls, retaining walls, or similar structures.
Use Restrictions	Uses as permitted in DDC Table 5.2-A, including: Outdoor Storage Accessory permitted with the following Use-Specific Standards: • Limited to materials sold or used on the premises as part of the principal use of the property. • Shall not be located between the front building façade and the adjacent street frontage. • Materials shall not be stored in areas intended for vehicular or pedestrian circulation. • Materials stored outdoors shall be setback at least five feet from all property lines. • Shall be maintained entirely within an enclosed structure or shall be opaquely screened from all rights-of-way, residential zoning districts, and residential uses with a minimum eight (8) foot tall wall or fence of masonry, elevated and sealed wood or a combination of such materials.	Uses as permitted in DDC Table 5.2-A for the GO District, with the following modification: **The Use-Specific Standards for Outdoor Storage, Accessory below, shall replace those in DDC Subsection 5.4.4D:** 1. Shall be limited to materials sold or used on the premises as part of the principal use of the property. 2. Materials other than trailer parking shall not be stored in areas intended for vehicular or pedestrian circulation. 3. Materials other than trailer parking shall be located within designated truck courts only and shall be limited to a maximum of 30% of the truck court area. 4. Where not already screened by buildings, shall be opaquely screened from all adjacent properties with a minimum eight (8) foot tall masonry wall. 5. Outside Storage is not allowed between buildings and any public right-of-way. 6. Designated Outdoor Storage, Accessory, areas must be depicted on the Zoning Compliance Plan as required in DDC Subsection 2.5.1, as amended. No Outdoor Storage, Accessory will be allowed outside of the designated areas. Alterations to a designated Outdoor Storage, Accessory area that affects more than 30 percent of the square feet of that designated area shall require review and approval of a revised Zoning Compliance Plan.

A full Staff Analysis of the proposed Planned Development, including a further analysis of the proposed standards, is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION
The Planning and Zoning Commission held a public hearing for the request at their August 27, 2025, meeting. Staff presented the rezoning request, land use analysis, and recommendation.

During the meeting, Commissioners requested additional information regarding the subject property's location as a gateway and possible additional right-of-way needed for future TxDOT improvements. Staff responded that while the GO Zoning District is consistent with the Future Land Use, as part of the northern gateway into the City, the proposed additional screening and landscaping elements required by the Overlay PD are appropriate to ensure a well-designed project. As for the potential for additional right-of-way acquisition, TxDOT acquired approximately ten acres of frontage from the property owner in 2023 with widths ranging from 35 feet to more than 200 feet. While this area is expected to accommodate the roadway expansion, future I-35/Loop 288 improvements are not fully designed, so additional right-of-way could be needed. Consequently, the proposed 30- to 35-foot landscape buffer will provide additional planting space to mitigate impacts related to any future acquisition. If TxDOT requires additional right-of-way, any non-conforming site features created by the acquisition may remain until such time as the property owner proposes substantial changes to the site.

At the close of the public hearing, the Planning and Zoning Commission expressed appreciation for the additional design standards within the Overlay PD.

OPTIONS
1. Approve
2. Approve with conditions
3. Deny
4. Postpone item.

RECOMMENDATION
The Planning and Zoning Commission recommended approval of the request (4-0).

Staff recommend 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 2.7.3.D of the DDC for approval of a zoning change to an Overlay PD District.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
July 16, 1991	City Council	Ordinance 91-101 established PD-142 with permitted uses, development standards, and Development Plan	Approved
August 27, 2025	Planning and Zoning Commission	Rezoning to PD-GO (Z25-0008)	Recommended Approval

PUBLIC OUTREACH:
Twelve notices were sent to property owners within 200 feet of the subject property, and seventeen postcards were mailed to current residents within 500 feet of the subject property. As of the writing of this report, the City has received one response in favor of the request.

A notice was published in the Denton Record Chronicle on August 30, 2025.

A notice was published on the City's website on
August 27, 2025.

One sign was posted on the property on August 13, 2025.

DEVELOPER ENGAGEMENT DISCLOSURES
No Developer Engagement Disclosures have been provided to staff by the members of this body as of the issuance of this report.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Existing Zoning Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Ordinance 91-101 (PD-142, Hillcrest Center)
Exhibit 7 - PD Development Standards
Exhibit 8 - Fiscal Impact Summary
Exhibit 9 - Notification Map and Sign Posting Affidavit
Exhibit 10 - Draft Ordinance
Exhibit 11 - Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Acting Planning Director

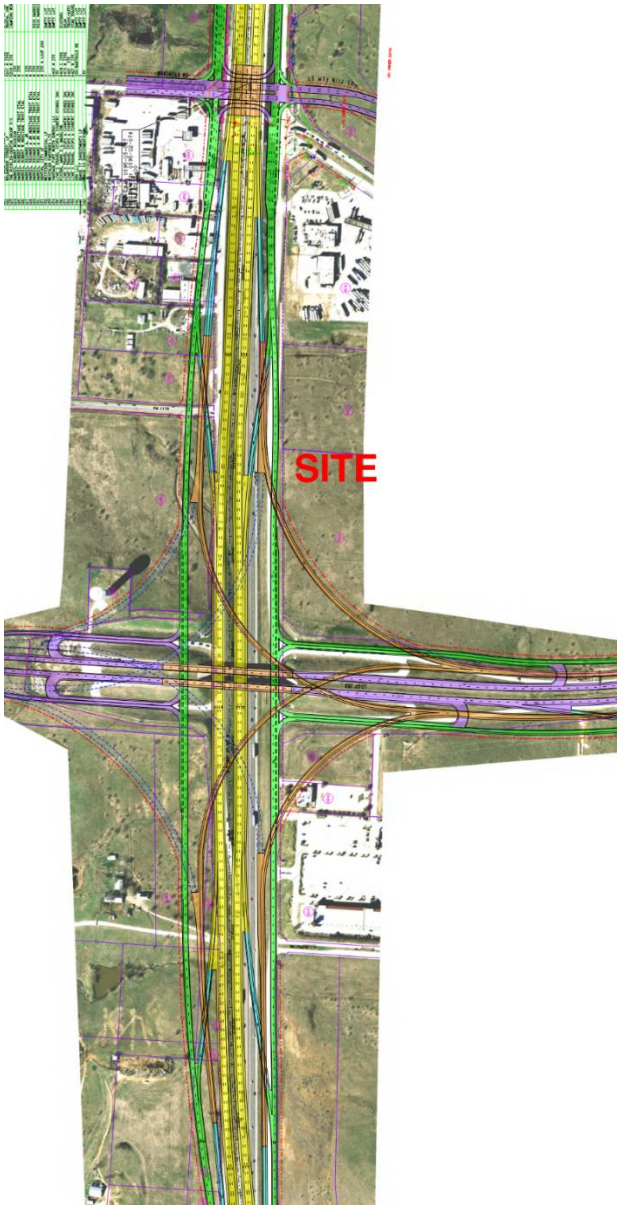
Prepared by:
Julie Wyatt, AICP
Principal Planner

Planning Staff Analysis
Z25-0008/CAT 35
City Council District #3

REQUEST:
Request to rezone 68 acres from Planned Development 142, Hillcrest Center, to Planned Development – General Office (PD-GO) District.

SITE DATA:
The approximately 68-acre site is located in the middle of three highways with frontage along North Interstate 35, Loop 288, and Highway 77 (North Elm Street). This configuration results in a highly visible site that is part of the City's northern gateway. The subject property is undeveloped and is currently accessed from Loop 288. Future access to the site will be permitted from Highway 77 and Interstate 35 Frontage Road, subject to TxDOT review and approval.

TxDOT is currently planning future improvements to nearby roadways (see inset schematic, right). Currently there is not a timeline for construction, but staff expects work will begin after 2030. While the roadway designs and details are not complete, the following are anticipated to be included in the final projects:



- **Loop 288 (east/west corridor in schematic):** The main lanes for Loop 288 will remain in the same configuration with two lanes for each direction separated by a median. Future improvements include elevated direct connection ramps from Loop 288 to both North and South Interstate 35. Frontage roads along Loop 288 will connect to the Interstate 35 frontage roads. The subject property has approximately 2,770 feet of frontage along Loop 288 and will be able to obtain driveway access to the frontage roads.
- **Interstate 35 (north/south corridor in schematic):** Future improvements include an expansion of the main lanes to three lanes each way, frontage roads, and direct connection ramps to Loop 288.
- **Highway 77**: No changes to the main travel lanes are anticipated, and the roadway will remain in the current configuration of four lanes separated with a median. Some changes to the intersection with I35 are likely.

[*continued on next page*]

SURROUNDING ZONING AND USES:
Surrounding land uses and zoning are detailed in the table below. An aerial map and zoning map are also provided as Exhibits 3 and 4, respectively.

Northwest (across I35): Zoning: Highway Corridor (HC) and Mixed-Use Regional (MR) Use: Travel Plaza and Multifamily	North: Zoning: General Office (GO) Use: Travel Plaza, Automotive Repair Shop, Major and Light Manufacturing	Northeast: Zoning: General Office (GO) Use: Undeveloped
West (across I35): Zoning: Light Industrial (LI) Use: Warehouse and Light Manufacturing	**SUBJECT SITE**	East: Zoning: General Office (GO) Use: Undeveloped
Southwest: (across I35): Zoning: Light Industrial (LI) Use: Undeveloped	South: Zoning: PD -142 Use: Undeveloped and Commercial	Southeast: Zoning: Mixed Use Regional (MR) and PD-142 Use: Undeveloped and Multifamily

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

a. Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.
The review criteria were applied as required.

b. The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.
Section 2.7.3.D of the DDC applies to this rezoning to PD Overlay request. An analysis of this request per those criteria can be found below in Consideration B.

c. If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls.
There are no conflicts between the general criteria and the criteria specific for rezoning to PD Overlay requests.

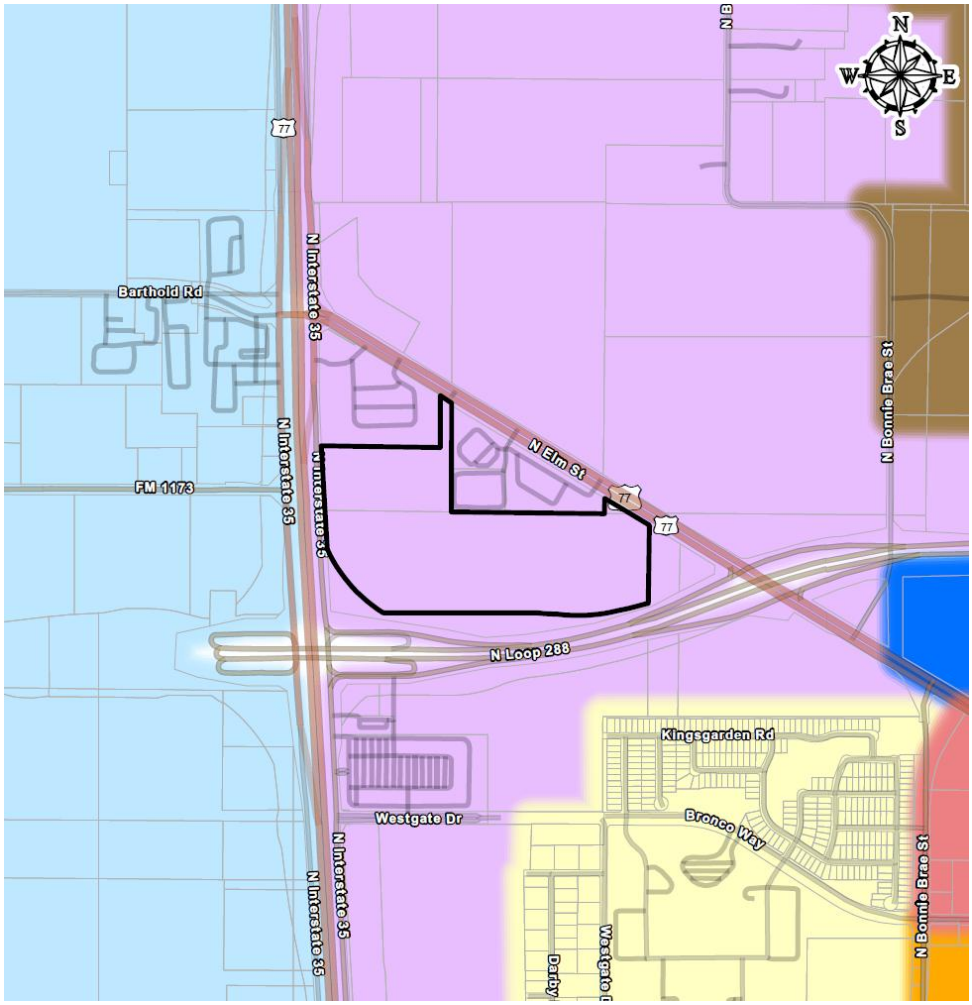
2. *Prior Approvals*
There have been no prior approvals associated with this request.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*
The decision–making authority:
a. Shall weigh competing goals, policies, and strategies.
There are no competing goals, policies, or strategies related to this proposal.

b. May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.

The proposed Planned Development Overlay is consistent with the goals, policies, and actions of the Comprehensive Plan and with the Future Land Use Designation of Business Center (light purple shading on the inset map below and in Exhibit 5) as outlined below:

Future Land Use



The Future Land Use Map (FLUM) designation for the subject property and surrounding area is Business Center, which is envisioned to be the City's employment centers, intended to allow for a range of businesses both in terms of sizes and types. Sites should be designed to include generous, linked open space to maximize value and promote visual quality and compatibility. General Office District conforms to the goals and purpose of Business Center, as it permits a variety of employment, service, and commercial uses while requiring design standards consistent with office or commercial developments. These standards include overall tree canopy, building orientation, and landscaping. Because of the site's prominent location near Denton's north gateway, the proposed PD-GO District provides additional enhancements to encourage a higher-quality design. Specifically, the overlay conditions include a wide landscape area between the roadways and parking/building areas, screening of loading area dock doors, enhanced building entrances, and limits to accessory outdoor storage.

The request is also consistent with the following goals and urban design principles of the Comprehensive Plan:

Community Character & Urban Design

GOAL CC-4: Create Character: Achieve exemplary urban design in future and existing development throughout Denton's neighborhoods, centers, and land uses

Uses within the Business Center Future Land Use Designation should follow appropriate urban design principals outlined in 4.16.6:

- *Encourage the development of office and business workplaces in proximity to commercial, civic, and recreational uses.*
  The subject property is located in a developing area with elementary, secondary, and college level educational facilities, residential neighborhoods, commercial development, and parks nearby.
- *Screen all loading docks, platforms, and overhead bay doors from public view. Loading function should be located away from front streets and should be designed or screened in such a way as to reduce their visibility.*
  The proposed Overlay PD conditions prohibit dock doors from facing the street and provide additional screening for loading areas to minimize the visibility of loading areas, consistent with the desired urban design principles.

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 to an Overlay Planned Development with a General Office base zoning district (PD-GO). The proposed Development Standards provided in Exhibit 7 indicate an intent to develop in accordance with the 2019 DDC and impose enhanced and alternative development standards as outlined in the document, which are further summarized in the table in Exhibit 1.

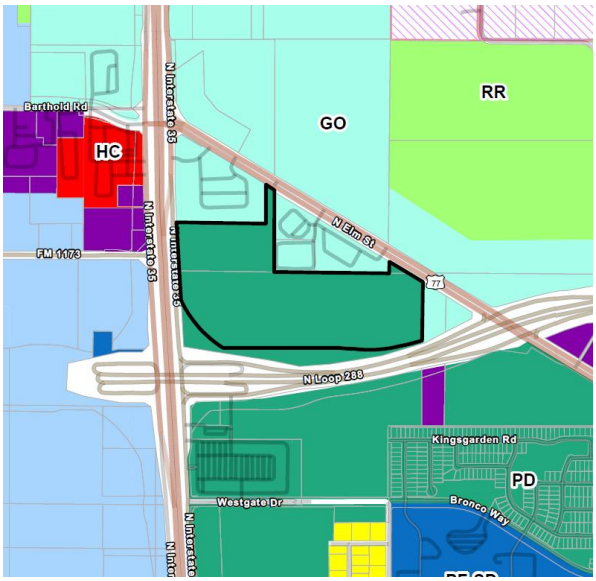
   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*
      Compliance with the DDC has been analyzed at the level of detail necessary for an Overlay Planned Development. Subsequent development will be subject to the appropriate applications, development standards, and review processes of the DDC.

5. *Compliance with Other Applicable Regulations*
   The PD regulations document indicates that development on the subject site shall comply with all provisions of the 2019 DDC with modified and additional standards. Further, the development will be required to comply with the City's criteria manuals for roadway, utility, and drainage improvements, as well as TxDOT requirements.

6. *Consistent with Interlocal and Development Agreements*
   There are no interlocal or development agreements applicable to the site.

7. *Minimizes Adverse Environmental Impacts*
   Subsequent development of this site would be required to show compliance with all DDC regulations related to tree preservation, stormwater control, and landscaping during the review of the Zoning Compliance Plan. Compliance with these current standards would generate a better result with more overall trees and landscaping than what would occur under the current PD-142 standards.

8. *Minimizes Adverse Impacts on Surrounding Property*
Given the adjacent zoning and developed uses to the north and east, staff does not anticipate adverse impacts—the PD's base GO District is a logical extension of the existing zoning pattern. Residential and commercial areas south of the site are separated from the site by Loop 288 so that traffic, light, and noise generated by the proposed development will likely be muted.



However, due to the site's prominent location, the proposal includes an Overlay PD to minimize the visual impact of a large-scale development from adjacent roadways, including increased landscape area at the street, screening for dock doors and loading areas, and limited accessory outdoor storage. See the summary table in Exhibit 1 or the full PD standards in Exhibit 7 for more detail.

9. *Minimizes Adverse Fiscal Impacts*
This proposed rezoning is not anticipated to create significant adverse fiscal impacts based upon the city's Fiscal Impact Model, which was estimated based upon the development of an industrial use. The Model estimates net impact of $6,101,700 to the City's General Fund and 896 new workers. See Exhibit 8 – Fiscal Impact Summary for additional information.

As noted previously, if the rezoning is approved, any use permitted within the PD Overlay could be developed on the subject property, and a change in land use would modify the results of the Fiscal Impact Model analysis.

10. *Compliance with Utility, Service, and Improvement Standards*
This proposed rezoning would not affect utilities, services, or improvements. Subsequent review of the Zoning Compliance Plan and Civil Engineering Plans must adhere to the applicable utility requirements, including extensions of any facilities as needed.

11. *Provides Adequate Road Systems*
As discussed above, the subject property has frontage along three TxDOT-owned roadways which will provide adequate capacity for the uses and development scale permitted in the proposed PD Overlay. A Traffic Impact Analysis (TIA) is not required with a PD Overlay; however, a TIA will be required for the development of this site if it meets the thresholds in the City's criteria manual for a TIA at the time of Zoning Compliance Plan submittal. Specifically, if the development will generate 100 peak hour trips, 1,000 vehicle trips a day, or take access from a TxDOT roadway, a TIA would be required. Any associated improvements will need to be accounted for during review of subsequent development plans.

12. *Provides Adequate Public Services and Facilities*
    The proposed rezoning is not anticipated to negatively impact public services and facilities as outlined below:
    - Wastewater: The subject property is located near the future Milam/Clear Creek Interceptor Project and has negotiated adequate wastewater connections with the City.
    - Water: If the rezoning is approved, appropriate water connections and extensions will be reviewed and designed in accordance with all applicable standards.

13. *Rational Phasing Plan*
    The proposed rezoning does not have a phasing plan.

B. Section 2.7.3.E of the DDC provides approval criteria applicable to all applications.

1. *Complies with the goals of the Comprehensive Plan;*
   As described in Consideration A above, the proposed rezoning meets this criterion.

2. *Complies with the goals of relevant Area Plans;*
   As described in Consideration A above, there are no area plans applicable to the subject property.

3. *Complies with this DDC, except where modifications are expressly authorized through the PD Regulations Document and PD Development Plan;*
   As detailed in Exhibit 7 and described in Consideration A above, the proposed rezoning meets this criterion.

4. *Provides a greater level of building design quality, community amenities, and connectivity than would be required if the project were not being developed in a PD District;*
   Because of the site's prominence as part of the City's northern gateway and at the confluence of three highways, the proposed overlay is intended to accomplish the following:
   - **Enhance the landscape space and screening at the right-of-way**
     As proposed, the PD regulations exceed the typical DDC standards for screening at the right-of-way by requiring a landscape buffer with a minimum width of 30 feet along Loop 288 and Highway 77 and 35 feet along I-35. Because a 20-foot public utility easement is required along all TxDOT roadways, the proposed minimum width will allow for sufficient space for the screening elements outside of the easement. Additionally, because the applicant anticipates needing more than two rows of parking for buildings along I-35, the proposal specifies the screening elements for parking along the I-35 Frontage Road (masonry wall and evergreen ornamental trees) to ensure views from the roadway into the parking lot are limited by physical barriers regardless of the time of year.
   - **Reduce the visual impact of loading areas and dock doors**
     Current DDC Subsection 7.9.7B prohibits off-street loading spaces in any front yard or in any required street side yard but does not prohibit dock doors from facing the street. To minimize the visual impact of loading areas, the proposed PD explicitly prohibits dock doors from directly facing the street. And while the DDC requires loading areas to be screened in DDC Subsection 7.10.5B.4,

the proposed overlay prescribes the screening mechanisms for loading areas in side yards. The mechanisms include screening walls, building projections, wing walls, retaining walls, or similar structures.

- **Provide flexibility in parking regulations and design to ensure adequate parking for both industrial and office uses over the life of the development**
  According to the applicant, future tenants are likely to include warehouse and light industrial uses; however, once constructed, the buildings and associated parking will likely remain for many decades, and opportunities for office tenants or other uses could occur. In order to develop the site to be flexible and adaptable to future conditions, the applicant has proposed an alternative parking ratio: one space per 2,000 square feet minimum and one space per 500 square feet maximum. Additionally, the proposed PD allows the Director to make a more nuanced determination for any specific use with a parking demand study in accordance with DDC Subsection 7.9.4E.
- **Increase the architectural standards**
  Large-scale industrial buildings can present architectural challenges when trying to create visual interest. The building size needed and interior activities can often drive the architectural forms, but front entrances can be important focal points to break up the massing and invite visitors into the space. The DDC regulations combine commercial and industrial design standards, specifically DDC Subsection 7.10.5D, which requires a horizontal and vertical break of at least three feet every 50 continuous feet, which is appropriate for small- and medium-scale buildings, but may not always be preferred or logical on large industrial buildings with walls spanning 500- to 600-feet long. Therefore, the PD proposal increases the intervals between the breaks to 100 feet to more appropriately match the scale of the larger buildings but requires enhancements for the primary entrances with an additional 30% window glazing.
- **Limit the amount and permitted locations for accessory outdoor storage**
  Under the base GO District zoning, Outdoor Storage, Accessory is a permitted use with Use-Specific Standards related to screening, the type of materials, and safety. As a permitted accessory use, the typical rule of thumb is that outdoor storage could not exceed the square footage of the primary use. Therefore, under the base zoning, if a building is 100,000 square feet, accessory outdoor storage could occupy up to 49,999 square feet of the site. To reduce the visual impacts associated with outdoor storage, the proposed PD limits the amount of outdoor storage allowed to no more than 30% of the truck court area, which must be screened with a wall or similar structure. As a result, any outdoor storage will be screened and limited to a smaller footprint.

5. *In the case of proposed residential development, that the development will promote compatible buildings and uses and that it will be compatible with the character of the surrounding area;*

   Residential uses are not proposed as part of this PD. The only residential use permitted in the base GO zoning district is multifamily, which requires a Specific Use Permit and would therefore come before the Planning and Zoning Commission and City Council for approval if the use were to be contemplated in the future.

6. *In the case of proposed commercial, industrial, institutional, recreational and other non-residential uses or mixed-uses, that such development will be appropriate in area, location, and overall planning for the purpose intended; and*

   The proposed PD-GO District is appropriate for the subject site, as it is a logical extension of the existing zoning pattern and will allow for development of uses and building scape consistent with what is typically found along highways. The overlay standards would help ensure a higher quality design for the site to its visually prominent location.

7. *The provisions for public facilities such as schools, fire protection, law enforcement, water, wastewater, streets, public services and parks are adequate to serve the anticipated population within the PD District.*

   This proposed PD Overlay is required to comply with utility, service, and improvement standards when the site develops. If the PD is approved, future applications will be reviewed to ensure compliance with all applicable standards.

   Water and Wastewater

   Development of the site will require a connection to existing water and wastewater facilities and extensions as needed.

   Nearest Fire Station

   The closest fire station to the subject property is Fire Station 5 at 2230 W. Windsor Drive, approximately 2.11 miles away. The subject site is within the eight minute or less response time boundary; however, ongoing and future roadway construction could slow response times or require use of an alternate route.

   Parks

   The proposal does not include residential uses; therefore, park dedication is not required.

   Schools

   The proposal does not include residential uses; therefore, no impacts to schools are anticipated.

8. *The condition and/or restrictions imposed by the PD are necessary and sufficient to address any significantly adverse impacts to surrounding properties or the neighborhood.*

   As detailed in Exhibit 7 and described in Consideration A above, the proposed Development Standards have been developed to address potential visual impacts associated with large-scale warehouse, light industrial, and employment uses.

Z25-0008
Aerial Site Location

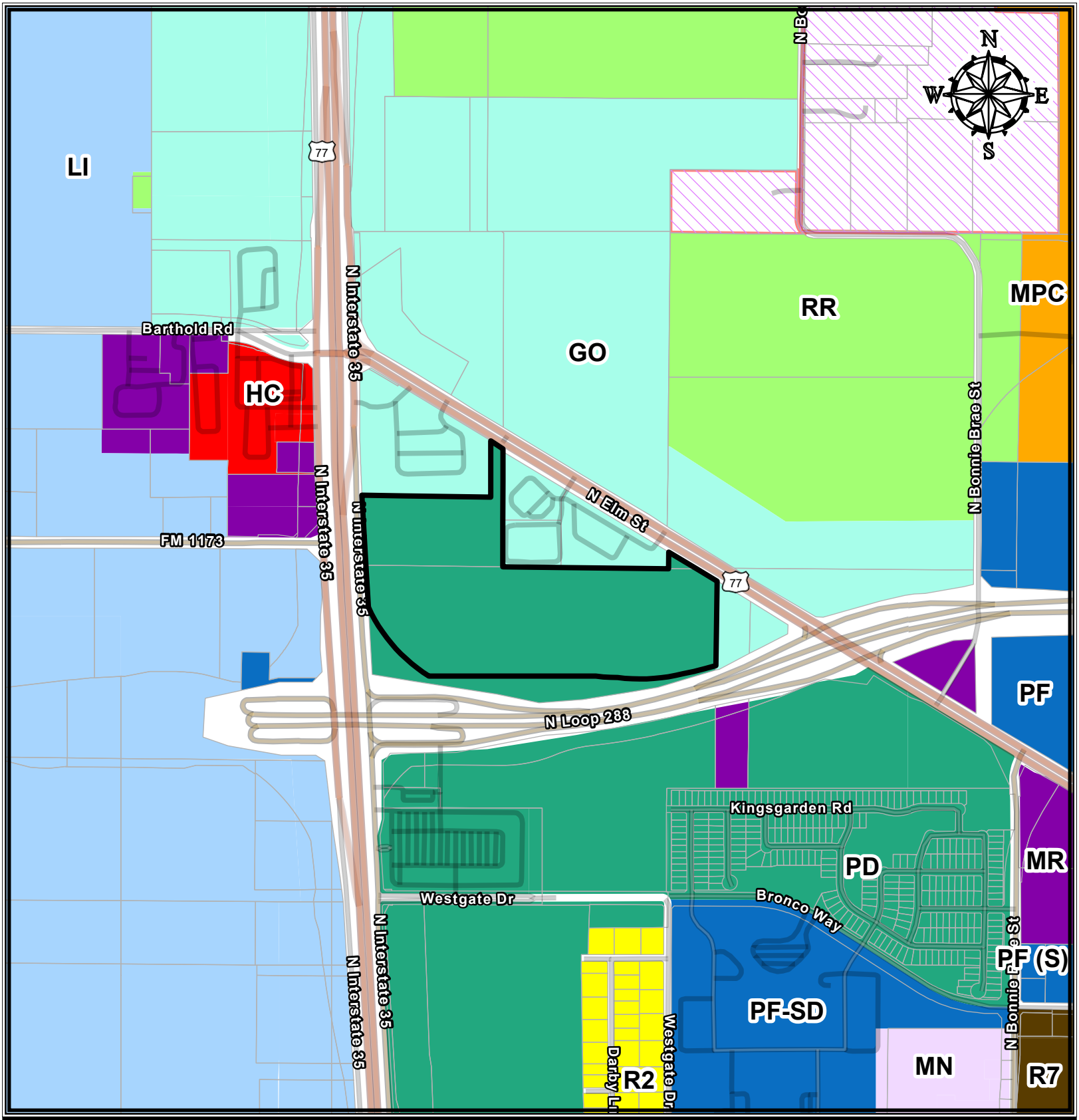
COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

0 120 240 480 Feet

CITY OF DENTON
Development Services · GIS
Date: 5/5/2025

"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 relati 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."

Z25-0008
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

0 310 620 1,240 Feet

CITY OF DENTON
Development Services · GIS
Date: 5/5/2025

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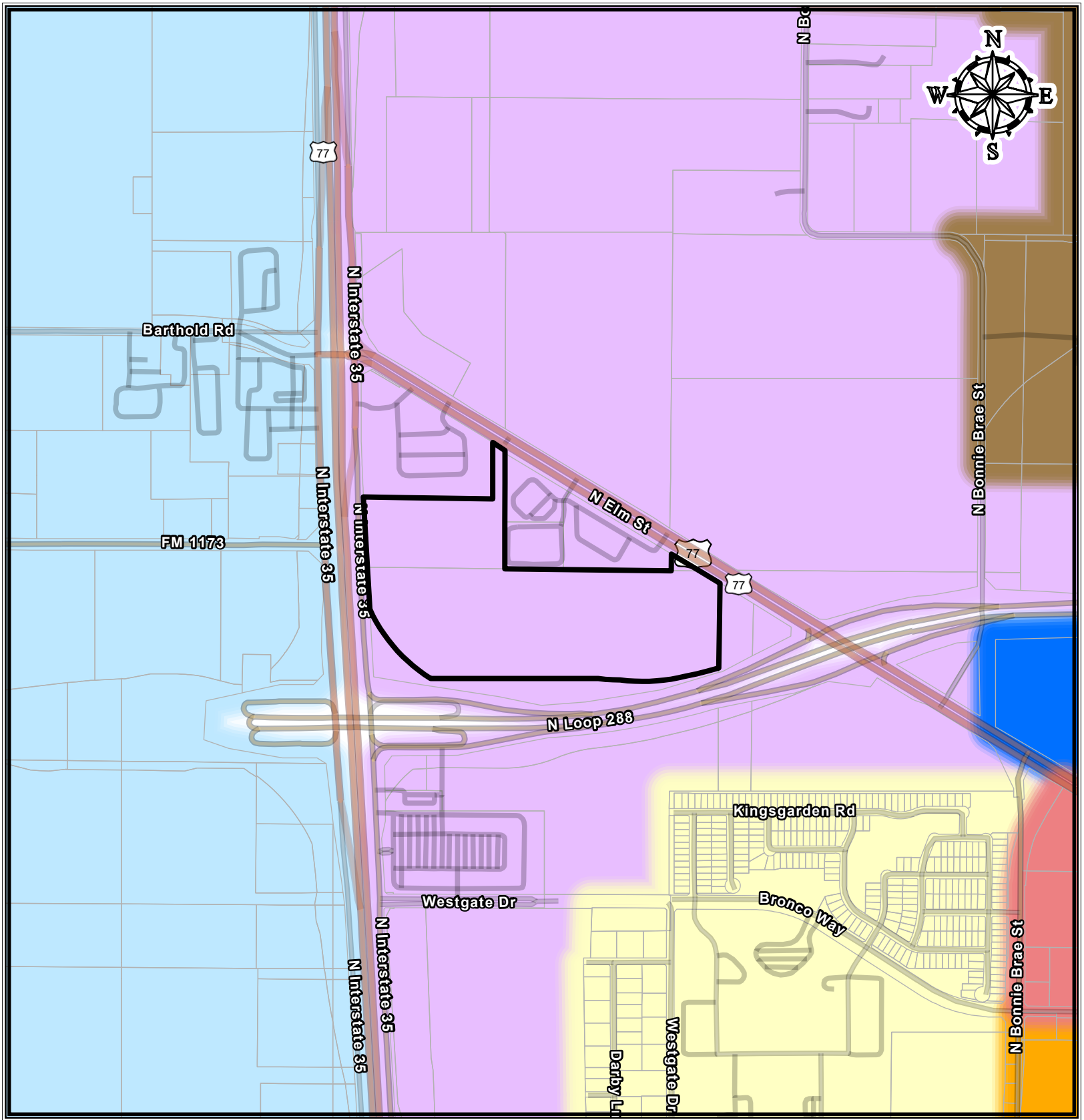
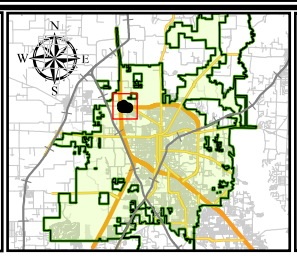
Z25-0008
Future Land Use Map



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



0 310 620 1,240 Feet

CITY OF DENTON
Development Services · GIS
Date: 5/5/2025

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FILE REFERENCE FORM 1991-101

X Additional File Exists

___ Additional File Contains Records Not Public, According to the Public Records Act

___ Other

FILE(S)	Date	Initials
Amended by Ordinance No. 2014-375	11/04/14	JR

e wpdocs\69127

ORDINANCE NO 91-101

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, APPROVING A CHANGE FROM AGRICULTURAL (A) TO PLANNED DEVELOPMENT (PD) ZONING DISTRICT CLASSIFICATION AND USE DESIGNATION FOR 245 8 ACRES OF LAND LOCATED ON THE EAST SIDE OF U S INTERSTATE HIGHWAY 35W AND NORTH AND SOUTH OF LOOP 288, APPROVING A DEVELOPMENT PLAN FOR THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Rancho Vista Development Company has applied for a change in zoning for 245 8 acres of land from agricultural (A) to planned development (PD) zoning district classification and use designation and for approval of a development plan for the district, and

WHEREAS, on June 12, 1991, the Planning and Zoning Commission recommended approval of the requested change in zoning and approval of the development plan, and

WHEREAS, the City Council finds that the change in zoning and approval of the development plan will be in compliance with the Denton Development Plan, NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS

SECTION I That the zoning district classification and use designation of the 245 8 acres of land described in Exhibit A, attached to and incorporated into this ordinance by reference, is changed from agriculture to planned development (PD) zoning district classification and use designation under the comprehensive zoning ordinance of the City of Denton, Texas

SECTION II That Exhibit B, attached to and incorporated into this ordinance by reference, is approved as the Development Plan for the district in accordance with article IV of Chapter 35 of the Code of Ordinances

SECTION III That the City's official zoning map is amended to show the change in zoning district classification

SECTION IV That this ordinance shall become effective immediately upon its passage and approval

PASSED AND APPROVED this the 16th day of July, 1991

Bob Castleberry

BOB CASTLEBERRY, MAYOR

ATTEST
JENNIFER WALTERS, CITY SECRETARY

BY _____

APPROVED AS TO LEGAL FORM
DEBRA A. DRAYOVITCH, CITY ATTORNEY

BY _____

BOUNDARY AND OWNERSHIP

The 245 8 acres (owned by Rancho Vista Development Company) is divided into two (2) tracts by Loop 288 as shown on the Boundary Map Tract I (located south of Loop 288) contains approximately 166 913 acres Tract II (located north of Loop 288) contains 78 865 acres Complete metes and bounds descriptions are included in the following descriptions A Boundary Map (Map 4-1) is included at the end of this section

Tract I, Parcel 1

All that certain tract or parcel of land situated in the Nathan Wade Survey, Abstract Number 1407, City of Denton, County of Denton, State of Texas, said tract being described in Exhibit "A" as shown by deed to J & L Partners (Partners) dated 01 July 1988 and recorded in Volume 2405 Page 769 of the Real Property Records of the County of Denton State of Texas, and being more fully described as follows.

BEGINNING for the southeast corner of the tract being described herein at a set ½-inch steel square tubing in Westgate Street (an asphalt surfaced public road) at the southeast corner of said Partners tract, said tubing being the northeast corner of a 96 385-acre tract as shown by deed to J & L Partners, dated 01 July 1988, and recorded in Volume 2405 Page 748 of said Real Property Records, and in the west line of a tract shown by deed to Joseph J Tallal, Trustee, and recorded in Volume 1513 Page 906 of said Deed Records;

THENCE South 89°58'46" West, with the south line of said Partners tract and with the north line of said 96 385-acre tract, a distance of 2,190 34 feet to a set ½-inch rebar in the southerly right-of-way line of Interstate Highway 35,

THENCE North 46°55'20" West, with the right-of-way of Interstate Highway 35, a distance of 100 9 feet to a concrete right-of-way monument;

THENCE North 03°41'29" West, with the east line of said Interstate Highway 35, a distance of 421 52 feet to a found ½-inch rebar in the southerly right-of-way line of Loop 288, (under construction),

THENCE with the southerly right-of-way line of Loop 288 the following six (6) courses and distances.

1 North 13°10'46" East, a distance of 140 08 feet;
2 North 01°13'26" West, a distance of 440 46 feet;
3. North 36°17'21" East, a distance of 91 81 feet;
4 North 88°49'28" East, a distance of 525 05 feet;
5 North 78°38'25" East, a distance of 721 44 feet to the beginning of a curve to the left whose radius is 5,849 69 feet;
6 With said curve, an arc length of 1,373 73 feet, central angle of 13°27'19" (chord North 79°36'26" East; a distance of 1,370 58 feet) to a found ½-inch rebar for the northeast corner of the aforesaid Tallal tract;

THENCE South 00°07'53" West, with the east line of said tract, a distance of 661 28 feet to a fence corner post,

THENCE South 89°16'38" West, with a fence, a distance of 373 60 feet to a fence corner post said post being the northwest corner of the aforesaid Tallal tract;

THENCE South 00°35'34" East, a distance of 873 70 feet to the POINT OF BEGINNING and containing 70 533 acres of land

Tract I, Parcel 2

All that certain tract or parcel of land situated in the Nathan Wade Survey, Abstract Number 1407 City of Denton, County of Denton, State of Texas, said tract being shown by deed to J & L Partners, dated 01 July 1988, and recorded in Volume 2405 Page 748 of the Real Property Records of the County of Denton, State of Texas, and being more fully described as follows

BEGINNING for the northeast corner of the tract being described herein at a set ½-inch steel square tubing, and tubing being the northeast corner of said Partners tract and at the southeast corner of a 70 533-acre tract as shown by deed to J & L Partners, dated 01 July 1988, and recorded in Volume 2405 Page 769 of said Real Property Records and in the west line of a tract shown by Deed to Joseph J Tallal, Trustee, and recorded in Volume 1513 Page 906 of said Deed Records;

THENCE South 00°35'34" East with Tallal's west line, a distance of 229 3 feet to a set ½-inch steel square tubing for an all corner of said Partners tract;

THENCE South 89°05'38" West, a distance of 625 22 feet to a chain-link fence corner post at the most northerly northwest corner of the Westgate Park First Addition, recorded in Volume 04 Page 12 of the Plat Records of Denton County, Texas;

THENCE South 01°03'38" West, with the west line of said Westgate Park, a distance of 215 00 feet to a found ½-inch rebar at the southwest corner of Block A, Westgate Park Addition,

THENCE South 89°19'55" West, a distance of 57 45 feet to a found ½-inch rebar at the northwest corner of Barrow Drive (an asphalt surfaced public road);

THENCE South 01°14'12" East, with the west line of said Westgate Park, a distance of 1 983 81 feet to a found ½-inch rebar at the southwest corner of Fladger Drive (an asphalt surfaced public road);

THENCE North 89°21'09" East, with the south line of Fladger Drive, a distance of 21 13 feet to a found ½-inch rebar at the northwest corner of Block C Westgate Park Addition,

THENCE South 00°16'33" East, with the west line of said Block C a distance of 200 87 feet to a found ½-inch rebar at the southwest corner of said Block C, and the southeast corner of said Partners tract, said rebar also being in the north line of the F Batson Survey Abstract Number 43, and the south line of said Wade Survey,

THENCE South 89°51'38" West, with the north line of said Batson Survey, the south line of said Wade Survey, and the south line of said Partners tract, a distance of 1 488 74 feet to a concrete right-of-way monument in the east right-of-way line of Interstate Highway 35,

THENCE with the east right-of-way in Interstate Highway 35 the following five (5) courses and distances:

1 North 04°16'57" East, a distance of 72 83 feet;
2 North 03°46'06" West, a distance of 1 200 0 feet;
3 North 08°38 15" West a distance of 100 58 feet,
4 North 03°46'06" West, a distance of 1 184 87 feet;
5 North 43°06 20" East, a distance of 123 05 feet to a set ½-inch steel square tubing in Payne Drive,

THENCE North 89°58'46" East, with the north line of said Partners tract, and south line of said 70 533-acre tract a distance of 2,190 34 feet to the POINT OF BEGINNING and containing 96 38 acres of land

Tract II

All that certain tract or parcel land situated in the Alexander White Survey Abstract Number 1406 and the Nathan Wade Survey, Abstract Number 1407 City of Denton, County of Denton State of Texas, said tract being described in Exhibit "B" as shown by deed to J & L Partners, dated 01 July 1988, and recorded in Volume 2405 Page 769 of the Real Property Records of the County of Denton, State of Texas and being more fully described as follows.

BEGINNING for the northeast corner of the tract being described herein at a found ½-inch rebar on the south line of US Highway number 77 (an asphalt surfaced public road), said rebar being the northeast corner of said Partners tract;

THENCE South 00°08'41" West, with the east line of said Partners tract, a distance of 739 07 feet to a found ½-inch rebar in the north right-of-way line of Loop 288 (under construction),

Thence with the north right-of-way line of Loop 288 the following six (6) courses and distances,

1 South 73°43'00" West, a distance of 716 46 feet to the beginning of a curve to the right whose radius is 5,609 69 feet, central angle of 06°59'48";
2 With said curve, an arc length of 685 03 feet (chord South 82°51'43" West, a distance of 684 60 feet;
3 North 84°22'33" West, a distance of 394 09 feet;
4 North 75°39'01" West, a distance of 361 86 feet;
5 South 89°54'58" West, a distance of 520 14 feet;
6 North 44°41'45" West a distance of 141 74 feet to a found ½-inch rebar in the east right-of-way of Interstate Highway 35,

THENCE North 03°43'04" West, with the east line of said Interstate, a distance of 1 441 00 feet to a wooded right-of-way monument at the southwest corner of a tract shown by deed to Union Oil of California, and Recorded in Volume 602 Page 45 of said deed records,

THENCE South 89°33'33" East, with the south line of said Union Oil tract, a distance of 1 022 90 feet to a fence corner post at its southeast corner

THENCE North 00°22'23" West, with a fence on the east line of said Union Oil tract, a distance of 446 03 feet to a found ½-inch rebar in the south line of said Highway 77,

THENCE South 59°07'11" East, with the south line of said Highway 77, a distance of 115 73 feet to a found ½-inch rebar in the west line of a tract shown by deed to John Porter, and recorded in Volume 958 Page 925 of said deed records,

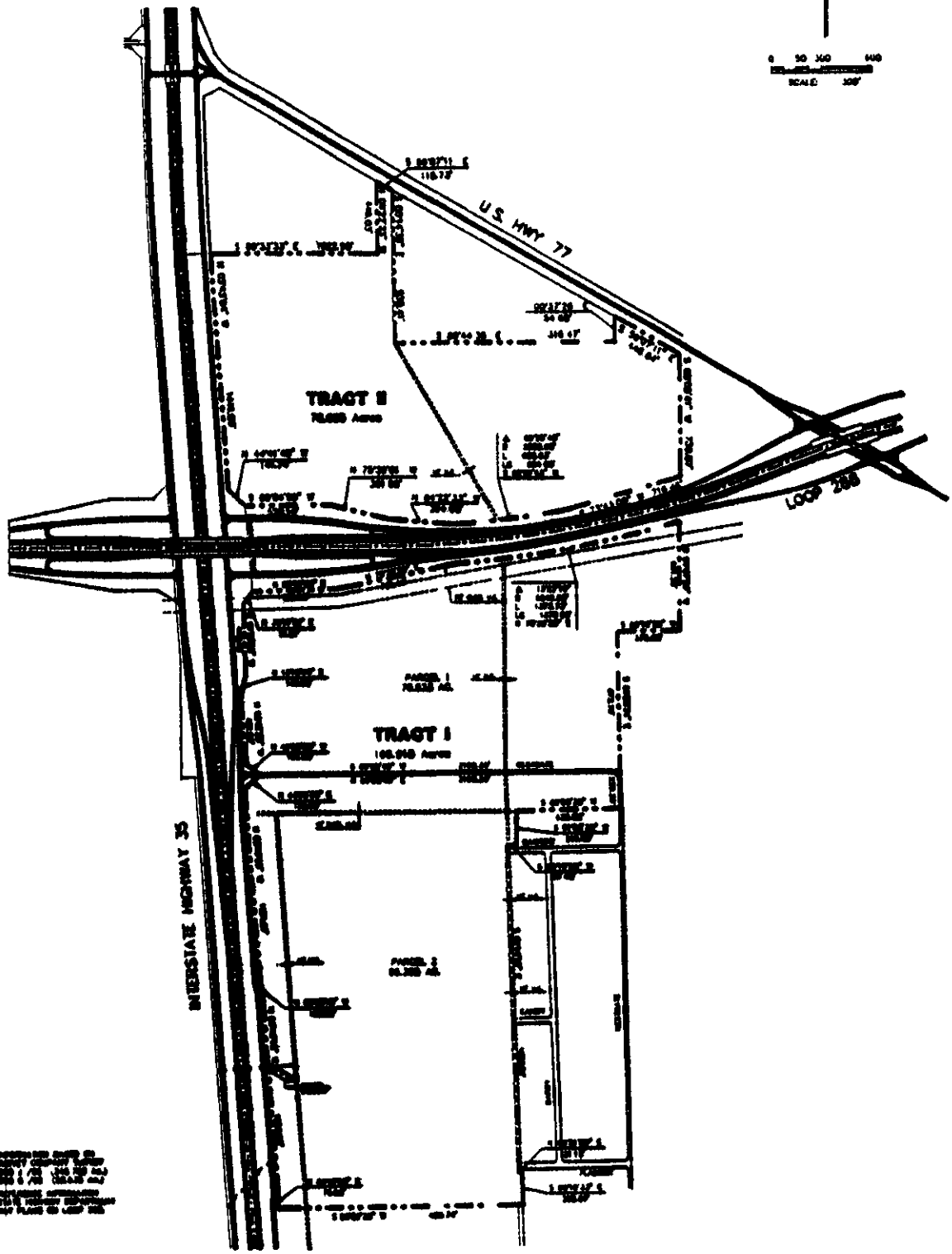
THENCE South 00°14'36" East, with a fence on Porters' west line, a distance of 939 41 feet to a found ½-inch rebar at the southwest corner of said Porter tract;

THENCE South 89°44'36" East, with a fence on Porter's south line a distance of 1 316 47 feet to a fence corner post at Porter's southeast corner;

THENCE North 00°37'26" East, with a fence, a distance of 154 65 feet to a found ½-inch rebar in the south line of said Highway 77,

THENCE South 59°07'11" East, with said right-of-way line, a distance of 446 84 feet to the POINT OF BEGINNING and containing 78 865 acres of land

EXHIBIT A
(BOUNDARY MAP)



Map 4-1

BOUNDARY

HILLCREST CENTER
DENTON, TEXAS

Exhibit B

Development Plan for Hillcrest Center, consisting of

1 Information and Development Standards (6 pages),

2 Proposed Roads (1 page),

3 Screening Wall Construction Details (1 page),

4 Table B-1, Permitted and Prohibited Uses (6 pages),

5 Table B-2, Permitted Uses and Applicable Development Standard (3 pages),

6 Site Plan (1 page, fold out), and

7 Transition Plan (1 page, fold out)

EXHIBIT B

DEVELOPMENT PLAN FOR HILLCREST CENTER

1 Relationship to the Master Plan

This property is located in the expanded Urban Center at the node created by the interchange of IH-35 and Loop 288 in northwest Denton Urban Centers are strategically located to encourage the concentration of commercial retail office, light industrial and multi family housing These centers are intended to serve as the hub for economic activity and employment According to the plan the northwest urban center should be approximately equal in size to the southeast center by the year 2010

2 Size of District

The district has 245 8 acres

3 Terms

Terms used in the Development Plan shall have the meaning as defined in the Code of Ordinances of the City of Denton, unless defined in this Plan

4 Ordinance Governing

This District and Development Plan are approved in accordance with, and shall be governed by, the provisions of Article IV Chapter 35, of the Code of Ordinances

5. Permitted Uses

The following general uses and combination of uses are permitted. A detailed list of Permitted and Prohibited Uses is attached as Table B-1, subject to the additional limitations (1) that only office uses are permitted on Tract IF adjacent to the existing Westgate neighborhood, (2) no industrial building will be permitted within five hundred (500) feet of the west boundary of the existing Westgate subdivision, and (3) that no industrial building will be permitted on Tract IE.

A **Retail** Any establishment whose primary purpose is to provide goods and services to the general public for their use or consumption The permitted use shall exclude residential uses

B **Commercial** Any proposed use or proposed mix of uses, including multiple dwelling unit development and hospitality uses Multiple dwelling unit development is permitted only when approved in conjunction with and a part of commercial development. The hospitality uses will provide

facilities which offer transient lodging accommodations to the general public and which provide additional services such as but not limited to restaurants meeting rooms and recreation facilities Uses such as hotels and motels and convention and meeting conference facilities will provide support for the office, institution, and manufacturing/distribution uses in the district

C **Office** Office type uses with support retail facilities servicing the employees are encouraged as support for the manufacturing and commercial uses or as independent office developments which are well planned amenity-oriented facilities for service, industrial and institutionally related users

D **Manufacturing** This classification permits the development of manufacturing land uses and excludes any residential land uses and the prohibited uses listed in this plan for the business and industrial park area This classification encourages clean manufacturing, assembly and warehouse, and distribution type facilities

E **Institutional** Governmental, educational, medical and cultural facilities are compatible within the business and industrial park, except for residential uses and those prohibited uses listed in this Ordinance

F **Recreational** The manufacturing, commercial, and institutional uses may have recreational facilities to support the health and welfare of employees These types of recreational uses are permitted if they are developed in conjunction with the open spaces and intent of the overall planned development

G **Farm and Ranch** Farming, ranching, and agricultural type activities are permitted in the district

H **Accessory Uses** The use of land or a building or portion thereof customarily incidental and subordinate to the principal use of the land or building and located on the same lot with such principal use are permitted

6 Prohibited Uses

Specific prohibited uses are shown in Table B-1

7. Development Standards

Development standards, area regulations, and development density for individual parcels relating to each of the uses permitted in the district are shown as follows Table B-2 correlates each of the permitted uses to a specific development standard

A **Retail** The development standards area regulations and development intensity for property designated for retail use shall be as follows

Minimum lot area	None
Minimum lot width	None
Minimum lot depth	None
Minimum Front yard setback	25 Ft
Minimum Rear yard setback	10 Ft
Minimum Side yard setback	10 Ft
Corner lot requirement	25 Ft
Maximum building height	45 Ft
Maximum lot coverage	50%
Maximum floor to area ratio	0 8 1
Parking	As listed for each permitted use in the Denton Zoning Ordinance

B **Commercial** The development standards, area regulations and development intensity for property designated for commercial use shall be as follows

Minimum lot area	None
Minimum lot width	150 Ft
Minimum lot depth	None
Minimum Front yard setback	25 Ft
Minimum Rear yard setback	10 Ft
Minimum Side yard setback	10 Ft
Corner lot requirement	25 Ft
Maximum building height	20 Stories
Maximum lot coverage	50%
Maximum floor to area ratio	2 1
Parking	As listed for each use in the Denton Zoning Ordinance

C **Office** The development standards, area regulations and development intensity for property designated for office use shall be as follows

Minimum lot area	None
Minimum lot width	None
Minimum lot depth	None
Minimum Front yard setback	25 Ft
Minimum Rear yard setback	10 Ft
Minimum Side yard setback	10 Ft
Corner lot requirement	25 Ft
Maximum building height	20 Stories
Maximum lot coverage	50%
Maximum floor to area ratio	2 1
Parking	1 SP/300 SF of floor area (1)

(1) 1 space/250 SF for clinics or Doctors offices.

D **Manufacturing** The development standards area regulations, and development intensity for property designated for Manufacturing use shall be as follows

Minimum lot area	3 Acres
Minimum lot width	200 Ft
Minimum lot depth	None
Minimum Front yard setback	25 Ft
Minimum Rear yard setback	10 Ft
Minimum Side yard setback	10 Ft
Corner lot requirement	25 Ft
Maximum building height	42 Ft (1)
Maximum building coverage	75%
Maximum floor to area ratio	1 1
Parking	1 SP/1000 SF of floor area

(1) Height may be increased by 1 foot above 42 feet for each 1 foot of increase in the front, side, and rear yard setbacks up to a maximum of 8 stories

E **Institutional** The development standards, area regulations, and development intensity for property designated for institutional use shall be as follows

Minimum lot area	None
Minimum lot width	None
Minimum lot depth	None
Minimum Front yard setback	25 Ft
Minimum Rear yard setback	10 Ft
Minimum Side yard setback	10 Ft
Corner lot requirement	25 Ft
Maximum building height	45 Ft (1)
Maximum lot coverage	50%
Maximum floor to area ratio	2 1
Parking	1 SP/300 SF of floor area

(1) Height may be increased by 1 foot above 45 feet for each 1 foot of increase in the front, side, and rear yard setbacks, up to a maximum of 20 stories

F **Setbacks** The following setbacks shall control over any other specified setback

1) The minimum rear and side yard setbacks shall be twenty (20) feet for any land use abutting a multi-family zoning district or property used for a multi family dwelling

2) The minimum rear or side yard setbacks shall be twenty (20) feet for any land use abutting the existing single family Westgate neighborhood

3) Along the IH-35, Loop 288, and US 77 frontages a minimum forty foot (40') building setback is established Within this forty-foot (40') area the first twenty (20) feet adjacent to the highway shall be designated as a utility easement Parking shall be prohibited within this twenty (20) foot utility easement

G **Development Intensity** The overall density of development shall be subject to the following limitations

1) North of Westgate (Parcel 1 of Tract I plus Tract II) 149 40 acres

Overall cumulative maximum FAR 1 5 1

Individual site maximum FAR - As governed by above development standards, but in no case greater than 2 1

2) South of Westgate (Tract I, Parcel 2) - 96 38 acres

Overall cumulative maximum FAR 0 75 1

Individual site maximum FAR - As governed by above development standards, but in no event greater than 1 1

Tract IF transition zone -- maximum FAR for the tract's gross area shall be 0 3 1

H **Height** The maximum height permitted in the district shall be twenty (20) stories, subject to the following additional limitations

Maximum heights for individual land uses shall not exceed those shown in the above development standards for individual land uses

South of Westgate -- ten (10) stories maximum

Tract IF transition zone - one (1) story maximum

Within the portion of Tracts IC and ID that is five hundred (500) feet west of the existing Westgate neighborhood, no structure shall exceed two (2) stories in height

Within Tract IE, no structure shall exceed two (2) stories in height

I **Denton Airport Zoning Regulations** All buildings and structures within the district shall also be subject to the height limitation of the Municipal Airport Zoning Regulations and federal regulations

J **Calculations of FAR.** Parking facilities shall not be included in calculating floor to area ratios

K. **Road Alignments** Adjustments in the location of roads shown on this plan may be made without amendment of this plan if approved by plat or detail plan All public roads shall be designed and constructed in accordance with City of Denton design criteria and construction standards in effect at the time of detail plan approval

L **Landscaping, Trees, and Signs** The regulations of the Denton Landscape Code in effect on the date of the approval of this plan shall apply to the district

M **Westgate Neighborhood Buffer/Screen** A brick screening wall, six (6) feet in height, shall be provided along the north and west edge of the existing Westgate neighborhood, which shares a common boundary with this district This screening wall shall be constructed in its entirety prior to the issuing of a building permit for the construction of any building south of Westgate Road It shall meet or exceed the requirements of the attached Standard Details for Thin Wall Brick Screening Wall (see Paragraph 9D)

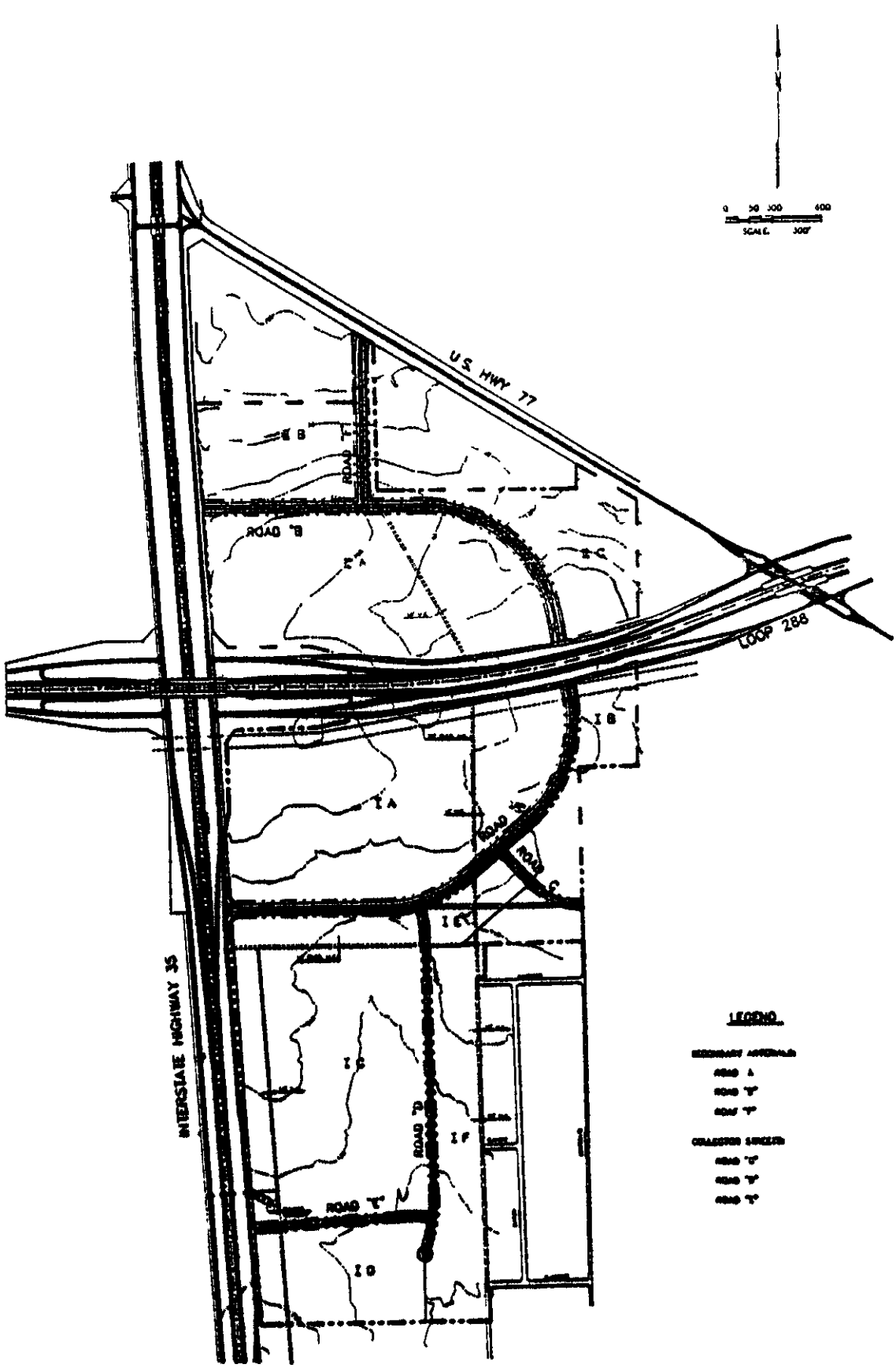
N **Pedestrian Access and Circulation** Presently, there is no public pedestrian access/circulation system (existing or proposed) adjacent to any portion of the district's boundary In the event a public pedestrian system develops adjacent to the district's boundary prior to approval of a detail plan on property within the district next to the public pedestrian system, such public pedestrian system will be recognized and extended by development within the district Sidewalks will be constructed along both sides of all public roads within the district Use of meandering sidewalks within easements outside public rights-of-way will be permitted.

8. Traffic Impact Analysis

A traffic impact analysis has been prepared and submitted on the basis of maximum development within the district of 5,300,000 square feet The City of Denton may require the preparation and submission of an updated traffic impact analysis under either if the following conditions

If any on-site or adjacent public roadway or controlled intersection on such roadways, reaches a traffic flow level which exceeds capacity (defined as worse than Level of-Service (LOS) C)

Requested development would exceed 5,300 000 square feet

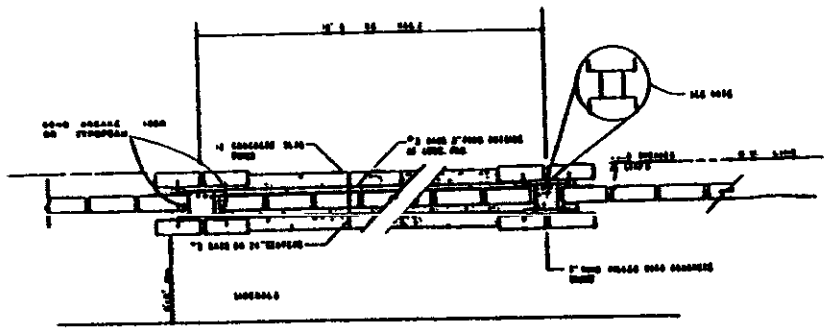


PROPOSED ROADS

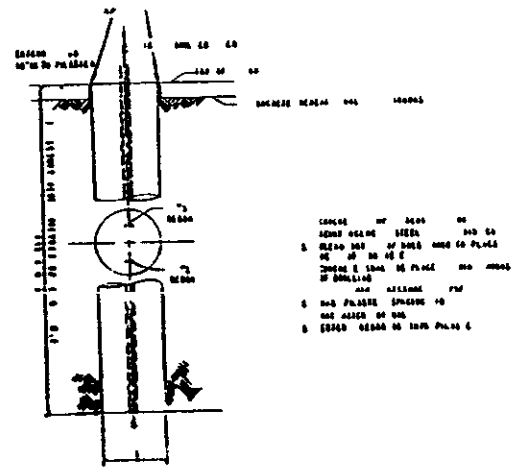
HILLCREST CENTER

RANCHO VISTA DEVELOPMENT COMPANY

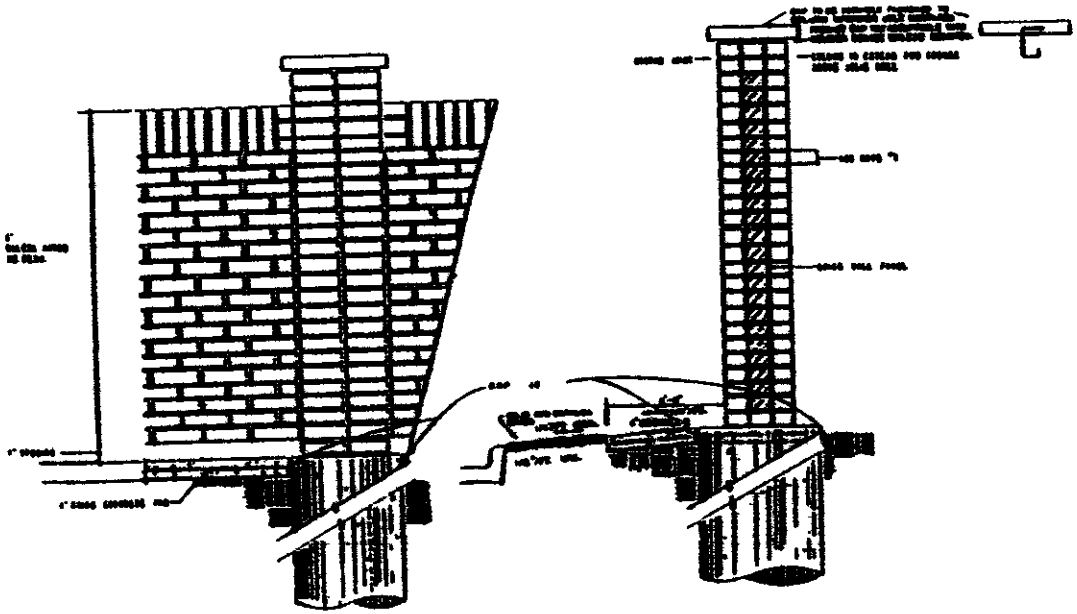
DENTON, TEXAS



TYPICAL WALL & COLUMN LAYOUT PLAN



FOUNDATION DETAIL



ELEVATION

CITY OF PLANO TEXAS
PUBLIC WORKS
DEPARTMENT OF ENGINEERING

STANDARD CONSTRUCTION DETAILS
PAVING

THIN WALL BRICK
SCREENING WALL

APPROVED

DATE

SHEET SD 7A

HILLCREST CENTER "BUSINESS USES"

	PROHIBITED	PERMITTED LAND USES
PRIMARY RESIDENTIAL USES		
ONE FAMILY DWELLING DETACHED	X	
ONE FAMILY DWELLING ATTACHED	X	
TWO FAMILY DWELLING	X	
MULTIPLE FAMILY DWELLING OR APARTMENT	X	
COMMUNITY UNIT DEVELOPMENT	X	
DORMITORY BOARDING OR ROOMING HOUSE	X	
HOTEL OR MOTEL		X
TRAILER CAMP OR MOBILE HOME PARK	X	
EDUCATIONAL, INSTITUTIONAL & SPECIAL USES		
ART GALLERY OR MUSEUM		X
CEMETERY OR MAUSOLEUM	X	
CHURCH OR RECTORY	X	
COLLEGE OR UNIVERSITY OR PRIVATE SCHOOL		X
COMMUNITY CENTER (PUBLIC)		X
DAY CAMP		X
DAY NURSERY OR KINDERGARTEN SCHOOL		X
FAIRGROUND OR EXHIBITION AREA	X	
FRATERNITY SORORITY LODGE OR CIVIC CLUB	X	
GROUP HOMES	X	
HALFWAY HOUSE	X	
HOME FOR CARE OF ALCOHOLIC NARCOTIC OR PSYCHIATRIC PATIENTS		X
HOSPITAL (GENERAL ACUTE CARE)		X
HOSPITAL (CHRONIC CARE)		X
INSTITUTIONS OF RELIGIOUS OR PHILANTHROPIC NATURE		X
LIBRARY (PUBLIC)		X
MONASTERY OR CONVENT	X	
NURSING HOME OR RESIDENCE HOME FOR AGED		X
OCCASIONAL SALES	X	
PUBLIC PARK PLAYGROUND OR COMMUNITY CENTER	X	
SCHOOL PRIVATE PRIMARY OR SECONDARY		X
PUBLIC SCHOOL OR DENOMINATIONAL SCHOOL	X	
SCHOOL BUSINESS OR TRADE		X

HILLCREST CENTER "BUSINESS USES"

	PROHIBITED	PERMITTED LAND USES
UTILITY ACCESSORY AND INCIDENTAL USES		
ACCESSORY BUILDING		X
COMMUNITY CENTER (PRIVATE)		X
ELECTRICAL GENERATING PLANT	X	
ELECTRICAL SUBSTATION		X
ELECTRICAL TRANSMISSION LINE		X
FIELD OR CONSTRUCTION OFFICE (TEMPORARY)		X
FIRE STATION OR SIMILAR PUBLIC SAFETY BUILDING		X
GAS TRANSMISSION LINE AND METERING STATION		X
HOME OCCUPATION	X	
LOCAL UTILITY DISTRIBUTION LINES		X
OFF STREET PARKING INCIDENTAL TO MAIN USE		X
PRIVATE UTILITY SHOP OR STORAGE YARD		X
PUBLIC BUILDING SHOP YARD OF LOCAL STATE OR FEDERAL GOVERNMENT		X
RADIO AND TELEVISION OR MICRO WAVE TOWER		#
SEWAGE PUMPING STATION		X
SEWAGE TREATMENT PLANT	X	
SWIMMING POOL (PRIVATE)		X
TELEPHONE BUSINESS OFFICE		X
TELEPHONE LINE & EXCHANGE SWITCHING OR RELAY STATION		X
WATER RESERVOIR (GROUND OR ELEVATED) WATER PUMPING STATION OR WELL		X
WATER TREATMENT PLANT	X	
TELECOMMUNICATIONS PORT		X
RECREATIONAL AND ENTERTAINMENT USES		
AMUSEMENT COMMERCIAL (OUTDOOR) North of Westgate South of Westgate		X # X
AMUSEMENT COMMERCIAL (INDOOR)		X
COUNTRY CLUB (PRIVATE) WITH GOLF COURSE		#
DANCE HALL OR NIGHT CLUB	X	
DRAG STRIP OR COMMERCIAL RACING	X	
GO CART TRACK	X	
GOLF COURSE (PUBLIC)		X
GOLF COURSE (COMMERCIAL)	X	
PARK OR PLAYGROUND (PUBLIC)	X	
PLAYFIELD OR STADIUM (PUBLIC)	X	
RODEO GROUNDS		X
ROLLER OR ICE SKATING RINK	X	
STABLE PRIVATE CLUB	X	
STABLE COMMERCIAL RENTAL	X	
STABLE BOARDING		X
SWIM OR TENNIS CLUB	X	
THEATER DRIVE IN		X
THEATER OTHER THAN DRIVE IN TYPE		

HILLCREST CENTER "BUSINESS USES"

	PROHIBITED	PERMITTED LAND USES
TRANSPORTATION RELATED USES		
HELIPAD		
North of Westgate		X
South of Westgate		#
BUS STATION OR TERMINAL		X
HAULING OR STORAGE COMPANY		X
MOTOR FREIGHT TERMINAL		X
RAILROAD FREIGHT TERMINAL	X	
RAILROAD PASSENGER STATION		X
RAILROAD TRACK OR RIGHT OF WAY		X
RAILROAD TEAM TRACK	X	
PARKING LOT (TRUCK)	X	
PARKING LOT OR STRUCTURE (COMMERCIAL)		X
AUTOMOBILE SERVICE USES		
AUTO LAUNDRY (CAR WASH)		X
AUTO PAINTING AND BODY REPAIR		
North of Westgate		X
South of Westgate		#
AUTO SALES AND REPAIR (IN BUILDING)		X
AUTO WRECKING OR SALVAGE YARD	X	
GASOLINE SERVICE STATION		X
NEW AUTO PARTS SALES STORES		X
NEW OR USED CAR SALES LOT (IN OPEN)		X
SEAT COVER AND MUFFLER INSTALLATION SHOP		X
TIRE RETREADING OR CAPPING	X	
USED AUTO PARTS SALES (IN BUILDING)		X

HILLCREST CENTER "BUSINESS USES"

	PROHIBITED	PERMITTED LAND USES
RETAIL AND SERVICE TYPE USES		
ANTIQUE SHOP		X
BAKERY OR CONFECTIONERY SHOP (RETAIL)		X
CAFETERIA		X
CLEANING AND PRESSING SMALL SHOP AND PICKUP		X
CUSTOM PERSONAL SERVICE SHOP		X
DRAPERY NEEDLEWORK OR WEAVING SHOP		X
FLORIST OR GARDEN SHOP		X
GREENHOUSE OR PLANT NURSERY (RETAIL)		X
HANDICRAFT SHOP		X
HOUSEHOLD APPLIANCE SERVICE AND REPAIR		X
LAUNDRY OR CLEANING SELF SERVICE		X
MIMEOGRAPH STATIONERY OR LETTER SHOP		X
MORTUARY OR FUNERAL PARLOR		X
OFFICES PROFESSIONAL AND ADMINISTRATIVE		X
OFF PREMISE SALE OF BEER AND/OR WINE		X
ON PREMISE SALE OF BEER AND/OR WINE		X
LICENSED PRIVATE CLUB		X
PAWN SHOP		X
RESTAURANT		X
RETAIL STORES AND SHOPS		X
RETAIL IN OFFICE BLDGS A MAX OF 20% OF GROSS AREA		X
STUDIO FOR PHOTOGRAPHER MUSICIAN ARTIST OR HEALTH		X
SECONDHAND STORE USED FURNITURE OR RUMMAGE SALE		X
TOOL OR TRAILER RENTAL		X
SEXUALLY ORIENTED BUSINESSES	X	
AGRICULTURAL TYPE USES		
ANIMAL POUND (PUBLIC OR PRIVATE)	X	
ANIMAL CLINIC OR HOSPITAL (NO OUTSIDE RUNS OR PENS)		X
ANIMAL CLINIC HOSPITAL OR KENNEL WITH OUTSIDE RUNS OR PENS (North of Westgate only)		X
FARM OR RANCH		X
GREENHOUSE OR PLANT NURSERY		X
HATCHERY POULTRY	X	
LIVESTOCK AUCTION	X	
LIVESTOCK FEEDING PLANT PENS OR YARDS	X	

HILLCREST CENTER "BUSINESS USES"

	PROHIBITED	PERMITTED LAND USES
COMMERCIAL		
BAKERY (WHOLESALE)		X
BUILDING MATERIAL SALES		X
CABINET AND UPHOLSTERY SHOP		X
CLEANING AND DYEING PLANT (COMMERCIAL)		X
CLEANING PLANT BAGS OR CARPETS (SPECIAL EQUIPMENT)		X
CLOTHING MANUFACTURE OR LIGHT COMPOUNDING OR FABRICATION		X
CONTRACTORS SHOP AND STORAGE YARD	X	
ENGINE AND MOTOR REPAIRING (Not within 500 feet ot Westgate Subdivision)		X
FEED STORE		X
HEAVY MACHINERY SALES AND STORAGE (Not within 500 feet ot Westgate Subdivision)		X
JOB PRINTING OR NEWSPAPER PRINTING		X
LAUNDRY PLANT (COMMERCIAL)		X
MILK DEPOT DAIRY OR ICE CREAM PLANT		X
PAINT SHOP		X
PETROLEUM PRODUCTS (PACKAGED) STORAGE WHOLESALE		X
PLUMBING SHOP		X
SAND GRAVEL OR EARTH SALES OR STORAGE	X	
SCIENTIFIC OR RESEARCH LABORATORIES		X
STORAGE AND SALES OF FURNITURE OR APPLIANCES OUTSIDE A BUILDING	X	
STORAGE OR SALES WAREHOUSE		X
TRAILER RENTAL OR SALES (Except Mobile Homes)		X
TRANSFER STORAGE AND BAGGAGE TERMINAL		X
WHOLESALE OFFICE AND SAMPLE ROOM		X
NATURAL RESOURCE STORAGE AND EXTRACTION		
EXTRACTION AND STORAGE OF SAND CALICHE STONE CLAY OR GRAVEL FOR COMMERICAL USE	X	
PETROLEUM OR GAS WELL	X	
PETROLEUM COLLECTING OR STORAGE FACILITIES	X	
MINING OR STORAGE OF MINING WASTES	X	

HILLCREST CENTER "BUSINESS USES"

	PROHIBITED	PERMITTED LAND USES
SPECIAL INDUSTRIAL PROCESSES		
ASPHALT OR CONCRETE BATCHING PLANT	X	
BRICK KILN OR TILE PLANT	X	
CEMENT OR HYDRATED LIME MANUFACTURE	X	
DUMP OR SANITARY FILL AREA	X	
MIXING AND SALE OF CONCRETE	X	
OPEN SALVAGE YARD FOR RAGS OR MACHINERY ETC	X	
SMELTER OR REFINERY	X	
GENERAL MANUFACTURING AND INDUSTRIAL USES		
LIGHT MANUFACTURING OR INDUSTRIAL USES WHICH MEET THE PERFORMANCE STANDARDS PRESCRIBED BY 13 18A 1 THROUGH 7		X
HEAVY MANUFACTURING OR INDUSTRIAL USES NOT PROHIBITED BY LAW AND EXCEPTING THOSE SPECIFICALLY LISTED AS REQUIRING SPECIFIC USE PERMITS WHICH MEET THE PERFORMANCE STANDARDS PRESCRIBED BY 13 18B 1 THROUGH 8	X	
ANY INDUSTRIAL USE WHICH DUE TO THE POSSIBLE EMISSION OF EXCESSIVE SMOKE NOISE GAS FUMES DUST ODOR VIBRATION OR THE DANGER OF FIRE EXPLOSION OR RADIATION AS MAY BE DETERMINED BY THE HEALTH FIRE OR BUILDING OFFICIALS TO BE PRESENTLY OR IN THE FUTURE LIKELY TO BE A HAZARD OR NUISANCE TO ADJACENT PROPERTY OR THE COMMUNITY AT LARGE BUT WHICH MAY BE LOCATED AND OPERATED UNDER SPECIFIC STANDARDS	X	

RVISTA\BusnUses.WK1\9199 10

Requires public hearing with required notification (as normally required for zoning) at time of Detail Plan to approve use

TABLE B-2

Permitted Land Use

Permitted Land Use	Applicable Development Standard					
	Retail	Commercial	Office	Manufacturing	Institutional	Not Applicable
PRIMARY RESIDENTIAL USES						
HOTEL OR MOTEL		X				
EDUCATIONAL, INSTITUTIONAL, & SPECIAL USES						
ART GALLERY OR MUSEUM					X	
COLLEGE OR UNIVERSITY OR PRIVATE SCHOOL					X	
COMMUNITY CENTER (PUBLIC)					X	
DAY CAMP					X	
DAY NURSERY OR KINDERGARTEN SCHOOL					X	
HOME FOR CARE OF ALCOHOLIC NARCOTIC OR PSYCHIATRIC PATIENTS					X	
HOSPITAL (GENERAL ACUTE CARE)					X	
HOSPITAL (CHRONIC CARE)					X	
INSTITUTIONS OF RELIGIOUS OR PHILANTHROPIC NATURE					X	
LIBRARY (PUBLIC)					X	
NURSING HOME OR RESIDENCE HOME FOR AGED					X	
SCHOOL PRIVATE PRIMARY OR SECONDARY					X	
SCHOOL BUSINESS OR TRADE					X	
UTILITY, ACCESSORY, AND INCIDENTAL USES						
ACCESSORY BUILDING	X	X	X	X	X	
COMMUNITY CENTER (PRIVATE)					X	
ELECTRICAL SUBSTATION					X	
ELECTRICAL TRANSMISSION LINE						X
FIELD OR CONSTRUCTION OFFICE (TEMPORARY)						X
FIRE STATION OR SIMILAR PUBLIC SAFETY BUILDING					X	
GAS TRANSMISSION LINE AND METERING STATION						X
LOCAL UTILITY DISTRIBUTION LINES						X
OFF STREET PARKING INCIDENTAL TO MAIN USE	X	X	X	X	X	
PRIVATE UTILITY SHOP OR STORAGE YARD				X		
PUBLIC BUILDING SHOP YARD OF LOCAL STATE OR FEDERAL GOVERNMENT				X		
RADIO AND TELEVISION OR MICRO-WAVE TOWER						X
SEWAGE PUMPING STATION						X
SWIMMING POOL (PRIVATE)		X				
TELEPHONE BUSINESS OFFICE		X				
TELEPHONE LINE & EXCHANGE SWITCHING OR RELAY STATION					X	
WATER RESERVOIR (GROUND OR ELEVATED) WATER PUMPING STATION OR WELL						X
TELECOMMUNICATIONS PORT					X	
RECREATIONAL AND ENTERTAINMENT USES						
AMUSEMENT COMMERCIAL (OUTDOOR)		X				
AMUSEMENT COMMERCIAL (INDOOR)	X					
COUNTRY CLUB (PRIVATE) WITH GOLF COURSE		X				
DANCE HALL OR NIGHT CLUB		X				
GOLF COURSE (COMMERCIAL)		X				
ROLLER OR ICE SKATING RINK		X				
SWIM OR TENNIS CLUB		X				
THEATER OTHER THAN DRIVE IN TYPE	X					

Permitted Land Use	Applicable Development Standard					
	Retail	Commercial	Office	Manufacturing	Institutional	Not Applicable
TRANSPORTATION RELATED USES						
HELIPAD						X
BUS STATION OR TERMINAL		X				
HAULING OR STORAGE COMPANY		X				
MOTOR FREIGHT TERMINAL		X				
RAILROAD PASSENGER STATION		X				
RAILROAD TRACK OR RIGHT OF WAY						X
PARKING LOT OR STRUCTURE (COMMERCIAL)		X				
AUTOMOBILE SERVICE USES						
AUTO LAUNDRY (CAR WASH)	X					
AUTO PAINTING AND BODY REPAIR		X				
AUTO SALES AND REPAIR (IN BUILDING)		X				
GASOLINE SERVICE STATION	X					
NEW AUTO PARTS SALES STORES	X					
NEW OR USED CAR SALES LOT (IN OPEN)		X				
SEAT COVER AND MUFFLER INSTALLATION SHOP	X					
USED AUTO PARTS SALES (IN BUILDING)	X					
RETAIL AND SERVICE TYPE USES						
ANTIQUE SHOP	X					
BAKERY OR CONFECTIONERY SHOP (RETAIL)	X					
CAFETERIA	X					
CLEANING AND PRESSING SMALL SHOP AND PICKUP	X					
CUSTOM PERSONAL SERVICE SHOP	X					
DRAPERY NEEDLEWORK OR WEAVING SHOP	X					
FLORIST OR GARDEN SHOP	X					
GREENHOUSE OR PLANT NURSERY (RETAIL)	X					
HANDICRAFT SHOP	X					
HOUSEHOLD APPLIANCE SERVICE AND REPAIR	X					
LAUNDRY OR CLEANING SELF SERVICE	X					
MIMEOGRAPH STATIONERY OR LETTER SHOP	X					
MORTUARY OR FUNERAL PARLOR	X					
OFFICES PROFESSIONAL AND ADMINISTRATIVE			X			
OFF PREMISE SALE OF BEER AND/OR WINE	X					
ON PREMISE SALE OF BEER AND/OR WINE	X					
LICENSED PRIVATE CLUB	X					
PAWN SHOP	X					
RESTAURANT	X					
RETAIL STORES AND SHOPS	X					
RETAIL IN OFFICE BLDGS A MAX OF 20% OF GROSS AREA			X			
STUDIO FOR PHOTOGRAPHER MUSICIAN ARTIST OR HEALTH	X					
SECONDHAND STORE USED FURNITURE OR RUMMAGE SALE	X					
TOOL OR TRAILER RENTAL	X					

Permitted Land Use	Applicable Development Standard					
	Retail	Commercial	Office	Manufacturing	Institutional	Not Applicable
AGRICULTURAL TYPE USES						
ANIMAL CLINIC OR HOSPITAL (NO OUTSIDE RUNS OR PENS)	X					
ANIMAL CLINIC HOSPITAL OR KENNEL WITH OUTSIDE RUNS OR PENS (North of Westgate only)		X				
FARM OR RANCH						X
GREENHOUSE OR PLANT NURSERY	X					
COMMERCIAL						
BAKERY (WHOLESALE)	X					
BUILDING MATERIAL SALES	X					
CABINET AND UPHOLSTERY SHOP		X				
CLEANING AND DYEING PLANT (COMMERCIAL)		X				
CLEANING PLANT BAGS OR CARPETS (SPECIAL EQUIPMENT)		X				
CLOTHING MANUFACTURE OR LIGHT COMPOUNDING OR FABRICATION				X		
ENGINE AND MOTOR REPAIRING (Not within 500 feet of Westgate Subdivision)		X				
FEED STORE	X					
HEAVY MACHINERY SALES AND STORAGE (Not within 500 feet of Westgate Subdivision)		X				
JOB PRINTING OR NEWSPAPER PRINTING		X				
LAUNDRY PLANT (COMMERCIAL)				X		
MILK DEPOT DAIRY OR ICE CREAM PLANT				X		
PAINT SHOP		X				
PETROLEUM PRODUCTS (PACKAGED) STORAGE WHOLESALE		X				
PLUMBING SHOP	X					
SCIENTIFIC OR RESEARCH LABORATORIES		X				
STORAGE OR SALES WAREHOUSE		X				
TRAILER RENTAL OR SALES (Except Mobile Homes)		X				
TRANSFER STORAGE AND BAGGAGE TERMINAL		X				
WHOLESALE OFFICE AND SAMPLE ROOM		X				
GENERAL MANUFACTURING AND INDUSTRIAL USES						
LIGHT MANUFACTURING OR INDUSTRIAL USES WHICH MEET THE PERFORMANCE STANDARDS PRESCRIBED BY 13, 18A 1 THROUGH 7				X		

Exhibit B
Overlay Planned Development Standards

SECTION 1: Purpose.
The regulations set forth in these development standards are for the Overlay Planned Development (PD) District as defined in Denton Development Code Subsection 2.7.3C.1. The PD encompasses a total of 68.17-acres described in Exhibit A ("Property"), Zoning Legal Description. The subject site is generally located east of North Interstate 35, north of Loop 288, and southwest of Highway 77 (North Elm Street). The base zoning district for the PD shall be General Office (GO) District, with the use and development standard modifications as provided for herein this ordinance.

SECTION 2: Use Regulations.
The permitted uses for "Property" shall be in accordance with GO Zoning District, per the City of Denton Development Code (DDC) Table 5.2.-A, as amended.

The Use-Specific Standards for Outdoor Storage, Accessory below, shall replace those in DDC Subsection 5.4.4D:

In addition to complying with all EPA regulations, the International Fire Code, and all other applicable ordinances, statutes, rules and regulations, outdoor storage:

1. Shall be limited to materials sold or used on the premises as part of the principal use of the property.
2. Materials other than trailer parking shall not be stored in areas intended for vehicular or pedestrian circulation.
3. Materials other than trailer parking shall be located within designated truck courts only and shall be limited to a maximum of 30% of the truck court area.
4. Where not already screened by buildings, shall be opaquely screened from all adjacent properties with a minimum eight (8) foot tall masonry wall.
5. Outside Storage is not allowed between buildings and any public right-of-way.
6. Designated Outdoor Storage, Accessory, areas must be depicted on the Zoning Compliance Plan as required in DDC Subsection 2.5.1, as amended. No Outdoor Storage, Accessory will be allowed outside of the designated areas. Alterations to a designated Outdoor Storage, Accessory area that affects more than 30 percent of the square feet of that designated area shall require review and approval of a revised Zoning Compliance Plan.

SECTION 3: Development Standards.
Except as modified herein, development within this PD shall comply with the Development Standards applicable to the GO Zoning District as provided for in the Denton Development Code, as amended.

Landscaping and Screening

1. A minimum 30-foot-wide landscape buffer is required along Loop 288 and North Elm Street (Highway 77). The landscape buffer shall begin at the right-of-way and can overlap the 20-foot public utility easement running parallel to the right-of-way. Right-

of-way screening as required in DDC Subsection 7.7.5F.4.b.i, as amended, shall be provided in the 30-foot-wide landscape buffer.

2. A minimum 35-foot-wide landscape buffer is required along the I-35 Frontage Road. The landscape buffer shall begin at the right-of-way and can overlap the 20-foot public utility easement running parallel to the right-of-way. Between the front-most row of parking and the street, the following right-of-way screening shall be provided:
    a. For areas adjacent to more than two rows of parking between the building and the right-of-way, parking shall be screened with the following:
        i. A minimum three-foot high continuous masonry wall
        ii. Three small accent trees clustered every 30 linear feet. Trees shall be evergreen.
    b. For areas adjacent to two rows of parking or no parking, right-of-way screening shall be provided as required in DDC Subsection 7.7.5F.4.b.i, as amended.
3. Street trees along Loop 288 and North Elm Street (Highway 77) as required by DDC Subsection 7.7.7D.1 shall be planted within 100 feet of the right-of-way. Street trees shall be in addition to internal landscape islands, endcaps, or medians as required by DDC Subsection 7.7.5F.4.b.ii.
4. Street trees along the I-35 Frontage Road as required by DDC Subsection 7.7.7D.1 shall be planted within between the front-most row of parking and the street.
5. In addition to any compatibility buffers required by DDC Subsection 7.7.6, a 10-foot-wide buffer is required along the easternmost property line of the Planned Development District. The buffer must include a minimum of 30 points from Table 7.G.
6. Automobile parking and maneuvering areas shall provide internal landscape islands, endcaps, and/or medians as required in DDC Subsection 7.7.5F.4.b.ii. Loading areas, truck courts, and trailer parking are exempt from internal landscape islands, endcaps, or medians as required in DDC Subsection 7.7.5F.4.b.ii. Any loading, truck court, or trailer parking areas restriped for automobile parking shall be exempt from internal landscape islands, endcaps, or medians.

Parking

1. DDC Subsection 7.9.4B is amended for Manufacturing and Processing Use Types and Storage and Warehousing Use Types to limit the maximum parking to one space per 500 square feet gross floor area.
2. Table 7.9-I Minimum Required Off-Street Parking is amended as follows: Manufacturing and Processing Use Types and Storage and Warehousing Use Types require a minimum of one space per 2000 square feet gross floor area.
3. Along I-35 frontage road, development shall be limited to no more than four rows of parking between the front building façade and the adjacent street frontage.
4. For each proposed use, the Director is authorized to reduce or increase the required off-street parking based on a parking demand study per 7.9.4.E of the DDC.

Site and Building Design

1. The design and orientation of the building(s) shall minimize the exposure of loading and trash collection areas from adjacent rights-of-way and properties.
    a. No dock doors shall directly face the public right of way.

b. Loading areas, truck courts, trailer parking, and trash collection areas are prohibited in the front yard(s) adjacent to each right-of-way.
c. All loading areas visible from the public right of way must be screened from the right-of-way by screening walls, building projections, wing walls, retaining walls, or similar structures. Screening structures must be architecturally compatible (as defined in the DDC Subchapter 9) with the associated building, a minimum of 8 feet tall, and extend the entire length of the loading area.

2. Front facades oriented toward the street shall be enhanced with 30% minimum window glazing, beginning at the primary entrance and extending 100 feet in either direction.
3. Buildings shall have no more than 100 continuous feet without a horizontal and vertical break of at least 3 feet. Such breaks may include recesses, projections, change in materials, change in building plane, change in building height, change in color, building reveals, or architectural features to provide visual interest and relief.

SECTION 4: Definitions.
Except as modified herein, development within this PD shall comply with Rules of Construction and Definitions as outlined in Subchapter 9 of the Denton Development Code, as amended.

Definitions
Truck Court: area next to a structure's docks which include both the loading areas and truck maneuvering zones. Trailer parking areas are excluded from the definition of a truck court.

GENERAL FUND IMPACTS

Revenues	40 Year Total
AD VALOREM TAXES	$44,480,800
RETAIL SALES TAX	
Direct Project Retail Sales Tax Revenue	$0
Net New Resident + New Commuters Retail Sales Tax Revenue	$0
OTHER TAXES (Mixed Beverage)	$0
LICENSE & PERMITS	
Zoning Fees	$23,700
Building Permits	$201,100
Certificate of Occupancy	$0
Beer & Wine Permits	$0
SERVICE FEES	
Restaurant Inspections	$0
Grocery Store Inspections	$0
Swimming Pool Inspections	$900
Electrical Inspections	$0
Plumbing Inspections	$0
Development Fees	$27,400
Plan Review Fees	$152,300

Expenses	40 Year Total
Neighborhood	($10,048,500)
Public Safety	($19,473,800)
Transportation	($838,000)
Admin & Community Services	($8,424,300)

OTHER FUND REVENUES

TOURISM & CONVENTION SALES TAX	$0
ENTERPRISE UTILITY FUNDS	
Electric Charge	$726,966,200
Water Charge	$16,532,800
Wastewater Charge	$18,341,700
Drainage Charge	$2,002,600
Solidwaste Charge	$54,486,100
WATER IMPACT FEE	$2,003,500
WASTEWATER IMPACT FEE	$1,245,900
TOTAL ROADWAY IMPACT FEE	$125,400
TOTAL PARKS LAND DEDICATION & DEV. TRUST	$0
TREE MITIGATION	$0

ROADWAY MAINTENANCE

ROADWAY MAINTENANCE	$0

New Residents From Residential

0

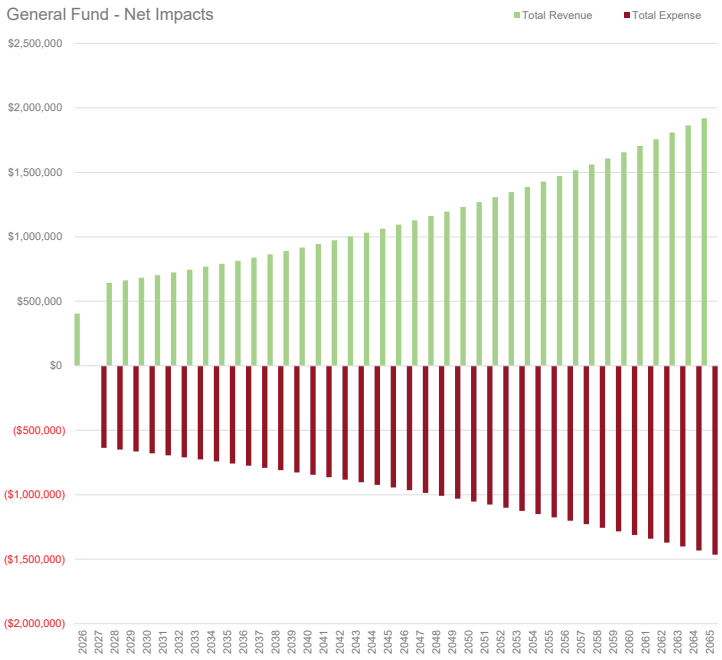
New Workers From Non-Residential *

896

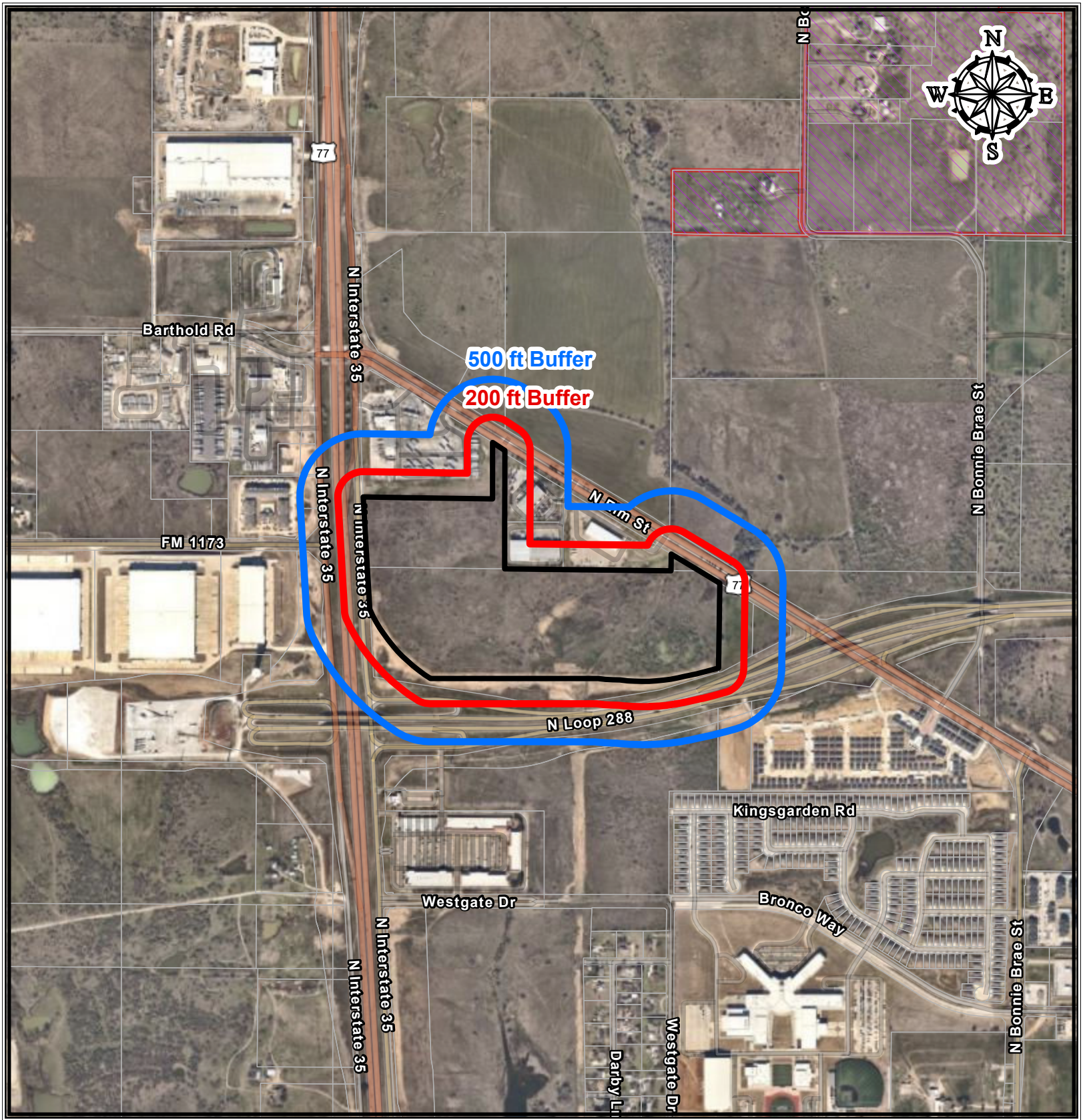
* Calculations based on new commuters not total new workers in order to not double count with new residents

General Fund Impact Summary

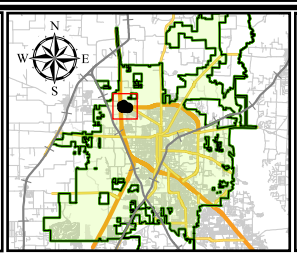
General Fund - Total Revenue	General Fund - Total Expenses	General Fund - Net Impact
$44,886,200	-$38,784,500	$6,101,700



Z25-0008
Notification Map



Parcels Standalone



0 310 620 1,240 Feet

CITY OF DENTON
Development Services · GIS
Date: 5/5/2025

"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 relati 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."

PUBLIC HEARING NOTIFICATION SIGN
AFFIDAVIT OF SIGN POSTING

Project No. Z25-0008

Date of Planning and Zoning Commission Meeting: AUGUST 27, 2025

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number POINT 35 DENTON, located at NEC I-35 AND LOOP 288 (PARCEL ID 34457, 36796, 161801)

Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.

Posting of said signs was accomplished on AUGUST 12, 2025. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)of-way along I-35, LOOP 288 AND US-77. Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body.

I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the 13TH day of AUGUST, 2025.

Signature of Applicant or Authorized Representative for Project No. Z25-0008

MACK MATTKE

Printed Name of Applicant or Authorized Representative for Project No. Z25-0008

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this 13th day personally appeared Mack Mattke (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct." SUBSCRIBED AND SWORN TO before me, this the 13th day of August, 20 25.

Tina L Trevino

Notary Signature (seal)

TINA L. TREVINO
Notary Public, State of Texas
Comm. Expires 02-28-2028
Notary ID 132381938

PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the Wednesday Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.***

STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 30X42

VICINITY MAP
N.T.S.

LINE TYPE LEGEND

	BOUNDARY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	BUILDING LINE
W	WATER LINE
SS	SANITARY SEWER LINE
	STORM SEWER LINE
GAS	UNDERGROUND GAS LINE
OHE	OVERHEAD UTILITY LINE
UGE	UNDERGROUND ELECTRIC LINE
UGT	UNDERGROUND TELEPHONE LINE
	FENCE
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT

LEGEND

	ROOF DRAIN		MAIL BOX
CATV	CABLE TV BOX		SANITARY SEWER CLEAN OUT
CATV	CABLE TV HANDHOLE	S	SANITARY SEWER MANHOLE
CATV	CABLE TV MANHOLE	S	SANITARY SEWER MARKER FLAG
CATV	CABLE TV MARKER FLAG		SANITARY SEWER MARKER SIGN
CATV	CABLE TV MARKER SIGN	SS	SANITARY SEWER SEPTIC TANK
CATV	CABLE TV VAULT		SANITARY SEWER VAULT
	COMMUNICATIONS BOX		STORM SEWER BOX
	COMMUNICATIONS HANDHOLE		STORM SEWER DRAIN
	COMMUNICATIONS MANHOLE		STORM SEWER MANHOLE
	COMMUNICATIONS MARKER FLAG		STORM SEWER VAULT
	COMMUNICATIONS MARKER SIGN		TRAFFIC BARRIER
	COMMUNICATIONS VAULT		TRAFFIC BOLLARD
	ELEVATION BENCHMARK		TRAFFIC BOX
	FIBER OPTIC BOX		CROSS WALK SIGNAL
	FIBER OPTIC HANDHOLE		TRAFFIC HANDHOLE
	FIBER OPTIC MANHOLE		TRAFFIC MANHOLE
	FIBER OPTIC MARKER FLAG		TRAFFIC MARKER SIGN
	FIBER OPTIC MARKER SIGN		TRAFFIC SIGNAL
	FIBER OPTIC VAULT		TRAFFIC VAULT
	MONITORING WELL		UNIDENTIFIED BOX
	GAS HANDHOLE		UNIDENTIFIED HANDHOLE
	GAS METER		UNIDENTIFIED METER
	GAS MANHOLE		UNIDENTIFIED MANHOLE
	GAS MARKER FLAG		UNIDENTIFIED MARKER FLAG
	GAS SIGN		UNIDENTIFIED MARKER SIGN
	GAS TANK		UNIDENTIFIED POLE
	GAS VAULT		UNIDENTIFIED TANK
	GAS VALVE		UNIDENTIFIED VAULT
	TELEPHONE BOX		UNIDENTIFIED VALVE
	TELEPHONE HANDHOLE		TREE
	TELEPHONE MANHOLE		WATER BOX
	TELEPHONE MARKER FLAG		FIRE DEPT. CONNECTION
	TELEPHONE MARKER SIGN		WATER HAND HOLE
	TELEPHONE VAULT		FIRE HYDRANT
	PIPELINE MARKER SIGN		WATER METER
	ELECTRIC BOX		WATER MANHOLE
	FLOOD LIGHT		WATER MARKER FLAG
	GUY ANCHOR		WATER MARKER SIGN
	GUY ANCHOR POLE		WATER VAULT
	ELECTRIC HANDHOLE		WATER VALVE
	LIGHT STANDARD		AIR RELEASE VALVE
	ELECTRIC METER		WATER WELL
	ELECTRIC MANHOLE	IRSC	5/8" IRON ROD W/ "KHA" CAP SET
	ELECTRIC MARKER FLAG	IRFC	IRON ROD WITH CAP FOUND
	ELECTRIC MARKER SIGN	PKS	PK NAIL SET
	UTILITY POLE	PKF	PK NAIL FOUND
	ELECTRIC TRANSFORMER	IRF	IRON ROD FOUND
	ELECTRIC VAULT	IPF	IRON PIPE FOUND
	HANDICAPPED PARKING	ADF	ALUMINUM DISK FOUND
	SIGN	XS	"X" CUT IN CONCRETE SET
	MARQUEE/BILLBOARD	XF	"X" CUT IN CONCRETE FOUND
	BORE LOCATION	P.O.B.	POINT OF BEGINNING
	FLAG POLE	P.O.C.	POINT OF COMMENCING
	GREASE TRAP		

INTERSTATE HIGHWAY 35
(VARIABLE WIDTH RIGHT OF WAY)

NORTH ELM STREET (U. S. HWY. 77)
(150' RIGHT-OF-WAY)

STATE HIGHWAY LOOP 288
(VARIABLE WIDTH RIGHT OF WAY)

ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406

NATHAN WADE SURVEY
ABSTRACT NO. 1407

68.175 ACRES
2,969,685 SQ. FT.

P.O.B.
IRSC

PARCEL 1 (CALLED 0.439 OF AN ACRE)
STATE OF TEXAS
VOL. 4843, PG. 2099
O.P.R.D.C.T.

CALLED 397.160 ACRES
CATDENTON 35 SIX INC
INST. NO. 2013-145689
O.P.R.D.C.T.

CALLED 17.885 ACRES
TA OPERATING LLC
INST. NO. 2015-63681
O.P.R.D.C.T.

LOT 1, BLOCK A
DENTON TRAVEL CENTER
DOC. NO. 2009-21
P.R.D.C.T.

PARCEL 4 PART 1 (CALLED 0.056 OF AN ACRE)
STATE OF TEXAS
VOL. 4843, PG. 2093
O.P.R.D.C.T.

PARCEL 3
(CALLED 1.532 ACRES)
STATE OF TEXAS
VOL. 4843, PG. 2099
O.P.R.D.C.T.

PARCEL 5A
(CALLED 0.4269 OF AN ACRE)
STATE OF TEXAS
VOL. 4903, PG. 2743
O.P.R.D.C.T.

BARUCH ADDITION
LOT 1R2, BLOCK A
DOC. NO. 2013-320
P.R.D.C.T.

BARUCH ADDITION
LOT 1R1, BLOCK A
DOC. NO. 2013-320
P.R.D.C.T.

CALLED 7.511 ACRES
INLAND TRUCK PARTS CO
INST. NO. 2005-137844
O.P.R.D.C.T.

PARCEL 5B (CALLED 0.9213 OF AN ACRE)
STATE OF TEXAS
VOL. 4914, PG. 2164
O.P.R.D.C.T.

CALLED 89.998 ACRES
CROW BILLINGSLEY DENTON LPB LTD
INST. NO. 2023-38917
O.P.R.D.C.T.

PARCEL 6A
(CALLED 1.380 ACRES)
STATE OF TEXAS
VOL. 4240, PG. 1920
O.P.R.D.C.T.

PARCEL 4 PART 2 (CALLED 0.200 OF AN ACRE)
STATE OF TEXAS
VOL. 4843, PG. 2093
O.P.R.D.C.T.

PARCEL 7 (CALLED 0.141 OF AN ACRE)
STATE OF TEXAS
VOL. 4203, PG. 1486
O.P.R.D.C.T.

PARCEL 8A (CALLED 0.164 OF AN ACRE)
STATE OF TEXAS
VOL. 4219, PG. 2162
O.P.R.D.C.T.

NORTH REMAINDER
DEBRA JOHNSON MORGAN
TRUSTEE OF THE HAZEL K. KING
LAND TRUST
VOL. 3245 PG.809
O.P.R.D.C.T.

TRACT 2
CALLED 1.9177 ACRES
HILLWOOD INV LAND LP
INST. NO. 1998-104039
O.P.R.D.C.T.

PARCEL 32 (CALLED 0.155 OF AN ACRE)
STATE OF TEXAS
INST. NO. 2021-93414
O.P.R.D.C.T.

PARCEL 30 (CALLED 10.405 ACRES)
STATE OF TEXAS
INST. NO. 2023-118441
O.P.R.D.C.T.

PARCEL 29 (CALLED 6.943 ACRES)
STATE OF TEXAS
INST. NO. 2023-104262
O.P.R.D.C.T.

PARCEL 31
(CALLED 0.589 OF AN ACRE)
STATE OF TEXAS
INST. NO. 2021-109079
O.P.R.D.C.T.

PARCEL 33 (CALLED 0.388 OF AN ACRE)
STATE OF TEXAS
INST. NO. 2021-47577
O.P.R.D.C.T.

CALLED 1.248 ACRES
STATE OF TEXAS
INST. NO. 2022-105690
O.P.R.D.C.T.

TRACT 4
CALLED 78.486 ACRES
CATDENTON 35 FIVE, INC.
INST. NO. 2013-145670
O.P.R.D.C.T.

(CALLED S55°33'16"E, 115.73')
S58°45'45"E
116.02'

(CALLED N1°17'32"E, 446.24')
N0°01'29"E 421.82'

(CALLED S87°53'04"E, 1023.57')
S89°09'07"E 1023.63'

S0°13'06"W 914.51'
(CALLED S1°25'42"W, 936.41')

N3°19'12"W 895.56'
(CALLED N2°26'17"W)

S3°19'12"E 544.70'

464.46'

S89°20'44"E 1318.21'
(CALLED S88°05'15"E, 1316.47')

(CALLED N3°02'54"E, 131.77')
N0°38'54"E
131.32'

(CALLED S57°37'25"E, 446.26')
S58°45'45"E 446.33'

S0°39'29"W 681.86'
(CALLED S2°11'49"W)

N89°57'27"W 1324.84'

Δ=33°36'37"
R=1271.00'
L=745.58'
CB=N41°10'20"W
C=734.94'

Δ=7°11'56"
R=1378.00'
L=173.14'
CB=N86°21'29"W
C=173.02'

Δ=20°58'53"
R=1422.00'
L=520.73'
CB=S86°45'02"W
C=517.82'

Δ=4°25'46"
R=3500.00'
L=270.58'
CB=S76°07'23"W
C=270.51'

APPROX. LOCATION OF SURVEY LINE

WATER ESMT.
INST. NO. 2024-26713 &
INST. NO. 2024-31135

TEMP. CONST. ESMT.
INST. NO. 2024-26878

20' SANITARY SEWER ESMT.
INST. NO. 2024-26712

20' WATER ESMT.
CC # 9TX8004467

20' UTILITY ESMT.
INST. NO. 2021-109080

16' UTILITY ESMT.
VOL. 5136, PG. 2417

20' UTILITY ESMT.
VOL. 4788, PG. 3443

16' UTILITY ESMT.
VOL. 730, PG. 519

16' SANITARY SEWER ESMT.
INST. NO. 2021-109080

DRAINAGE ESMT.
VOL 5136, PG. 2493

BARBED WIRE FENCE
WIRE FENCE
CHAIN LINK FENCE
CONC. HEADWALL
15" METAL PIPE
WATER SPIGOT
FENCE CORNER POST FOUND

BRASS DISK TXDOT R.O.W. MARKER FOUND
ALUM. DISK TXDOT R.O.W. MARKER FOUND
1/2" IRF
1/2" IRFC "AAS 4857"
1/2" IRFC "RWER ASSOC INC"
1/2" IRFC (ILLEGIBLE)
5/8" IRF
5/8" IRFC "CARTER BURGESS"
5/8" IRFC (ILLEGIBLE)

ALTA/NSPS LAND TITLE SURVEY
68.175 ACRES

ALEXANDER WHITE SURVEY, ABSTRACT NO. 1406 AND THE
NATHAN WADE SURVEY, ABSTRACT NO. 1407
CITY OF DENTON, DENTON COUNTY, TEXAS

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MBM	KHA	Apr. 2025	063411024	1 OF 2

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4/14/2025 12:43 PM MARK, MICHAEL M
G:\SURVEY\063411024 CATDENTON Frst Tract\01 SURVEY DWG\ALTA SURVEY.DWG

LOOP 288
DENTON
Notice of Public Hearing
Project Number: Z25-0008
Project Name: Point 35
Request: Zoning Change
For more info:
www.cityofdenton.com/
ProjectInfo
Call: (940) 349-8600

LOOP 288
DENTON
Notice of Public Hearing
Project Number: Z25-0008
Project Name: Point 35
Request: Zoning Change
For more info:
www.cityofdenton.com/
ProjectInfo
Call: (940) 349-8600

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DENTON
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LOOP 288
CITY OF
DENTON
Notice of Public Hearing
Project Number: Z25-0008
Project Name: Point 35
Request: Zoning Change
For more info:
www.cityofdenton.com/
ProjectInfo
Call: (940) 349-8600

LOOP 288
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Notice of Public Hearing
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Project Name: Point 35
Request: Zoning Change
For more info:

I-35
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DENTON
Notice of Public Hearing
Project Number: Z25-0008
Project Name: Point 35
Request: Zoning Change
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ProjectInfo
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US-77
DENTON
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Project Name: Point 35
Request: Zoning Change
For more info:
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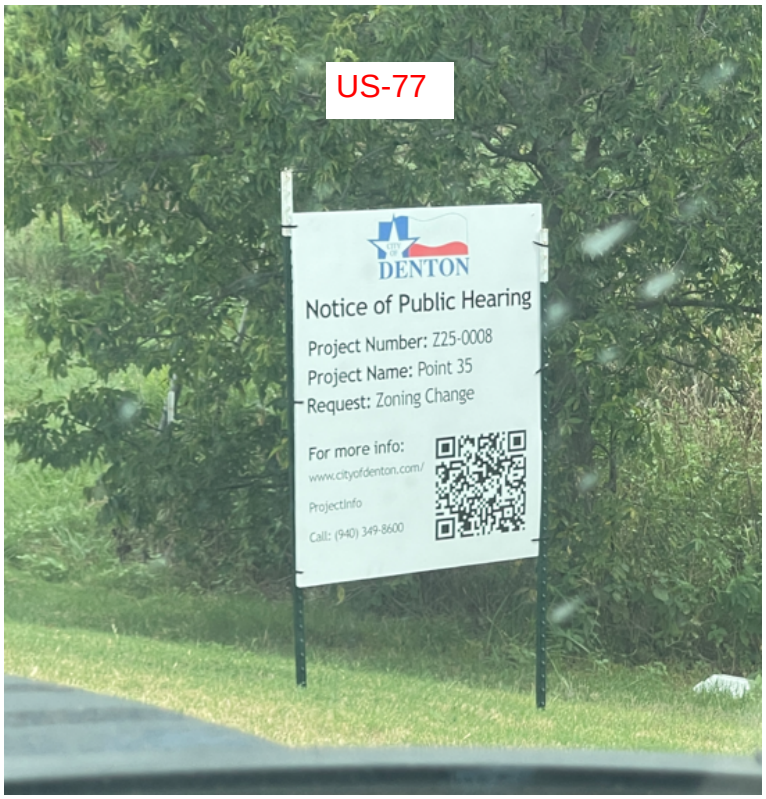
ProjectInfo
Call: (940) 349-8600

US-77
DENTON
Notice of Public Hearing
Project Number: Z25-0008
Project Name: Point 35
Request: Zoning Change
For more info:
www.cityofdenton.com/
ProjectInfo
Call: (940) 349-8600


US-77
DENTON
Notice of Public Hearing
Project Number: Z25-0008
Project Name: Point 35
Request: Zoning Change
For more info:
www.cityofdenton.com/
ProjectInfo
Call: (940) 349-8600

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

Response Form

Project Number Z25-0008
CAT 35

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Julie Wyatt, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to julie.wyatt@cityofdenton.com or call (940) 349-8600. Please note any responses are subject to public information requests including the information provided below.

Project Number

Please circle one:

☒ In favor of request ☐ Opposed to request

Comments:

Signature: Henry Billingsley

Printed Name: HENRY BILLINGSLEY - Crow Billingsley Denton LPB

Street Address: 1722 Routh St. Ste. 770

City, State and Zip Code: Dallas, TX 75201

Phone Number: 214-270-0930

Email Address: hbillingsley@billingsleyco.com

Physical Address of Property within 200 Feet: N. Loop 288, Denton TX

Property ID's = 261583 & 261597

ORDINANCE NO.

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. (Z25-0008a)

WHEREAS, Mack Mattke with Kimley-Horn and Associates, applied on behalf of the property owner, CATDENTON FIVE, Inc., for a zoning change from the Planned Development 142, Hillcrest Center, to Planned Development – General Office (PD-GO) District on approximately 68 acres, legally described and depicted in **Exhibit "A**" (hereinafter, the "Property"); and

WHEREAS, on August 27, 2025, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, and having held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval (4-0) of the amendment; and

WHEREAS, on September 16, 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 for a zoning change to an Overlay Planned Development (PD) District – General Office (PD-GO) set forth in Section 2.7.3 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for a change in the zoning classification of the property, have determined that the proposed zoning change is in the best interest in 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 is hereby changed from the Planned Development 142, Hillcrest Center, to Planned Development – General Office (PD-GO) District. The Development Standards for the Property are described in **Exhibit "B"** attached hereto and incorporated herein by reference. Development of the Property shall be in accordance with the Development Standards in Exhibit "B" and the Denton Development Code, as amended.

SECTION 3. The City's official zoning map is hereby amended to show the change in the zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, entity or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

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

PASSED AND APPROVED this the _____ day of _____, 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

PROPERTY DESCRIPTION

BEING a tract of land situated in the Alexander White Survey, Abstract No. 1406 and the Nathan Wade Survey, Abstract No. 1407, City of Denton, Denton County, Texas, and being a portion of a called 78.486-acre tract of land, described in a General Warranty Deed to Catdenton 35 Five, Inc., as recorded in Instrument No. 2013-145670 of the Official Public Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set on the west line of said 78.486-acre tract and intersection of the east right of way line of Interstate Highway 35, a variable width right of way, with the northerly right of way line of State Highway Loop 288, a variable width right of way, described as Parcel 30 (called 10.405-acres), in a deed to the State of Texas, as recorded in Instrument No. 2023-118441 of the Official Public Records of Denton County, Texas, from which, a brass disk TXDOT right of way monument found for the southwest corner of said 78.786-acre tract, bears South 03°19'12" East, a distance of 544.70 feet;

THENCE North 03°19'12" West (called N02°03'17" West), along the west line of said 78.486-acre tract and the east right of way line of said Interstate Highway 35, a distance of 895.56 feet to a point for the westerly, northwest corner of said 78.486-acre tract, from which, a found 1/2-inch iron rod bears South 04°29' West, 1.70 feet;

THENCE South 89°09'07" East (called South 87°53'04" East), departing the east right of way line of said Interstate Highway Highway 35, along a northerly line of said 78.486-acre tract and generally along a barbed wire fence, a distance of 1,023.63 feet (called 1,023.57 feet) to a fence corner post found for a corner, from which, a 1/2-inch iron rod with an illegible plastic cap found for the southeast corner of Lot 1, Block A of Denton Travel Center, an addition to the City of Denton, according to the final plat, recorded in Document No. 2009-21 of the Plat Records of Denton County, Texas, bears North 45°45' West, 2.06 feet;

THENCE North 00°01'29" East (called North 01°17'32" East), along a westerly line of said 78.486-acre tract, a distance of 421.82 feet (called 446.24 feet) to a point for the southwest corner of Parcel 4 Part 1, described in a deed to the State of Texas, as recorded in Volume 4843, Page 2093 of the Official Public Records of Denton County, Texas, same being on the southerly right of way line of North Elm Street (U. S. Highway 77), a called 160' wide right of way;

THENCE South 58°45'45" East (called South 55°33'16" East), along the southerly line of said Parcel 4 Part 1 and said North Elm Street (U. S. Highway 77), a distance of 116.02 feet (called 115.73 feet) to an aluminum disk TXDOT right of way marker found on an easterly line of said

78.486-acre tract for the southeast corner of said Parcel 4 Part 1, same being the southwest corner of Parcel 5A, described in a deed to the State of Texas, as recorded in Volume 4903, Page 2743 of the Official Public Records of Denton County, Texas, same also being on the west line of Lot 1R2, Block A of Baruch Addition, an addition to the City of Denton, according to the final plat, recorded in Document No. 2013-320 of the Plat Records of Denton County, Texas;

THENCE South 00°13'06" West (called South 01°23’42” West), departing the southerly right of way line of said North Elm Street (U. S. Highway 77), along an easterly line of said 78.486-acre tract and the westerly line of said Lot 1R2, passing at a distance of 542.17 feet, a 1/2-inch iron rod found at a fence corner post for the southwest corner of said Lot 1R2 and the northwest corner of Lot 1R1, Block A of said Baruch Addition, continuing along the west line of said Lot 1R1, a total distance of 914.51 feet (called 936.41 feet) to a 1/2-inch iron rod found for the southwest corner of Lot 1R1;

THENCE South 89°20'44" East (called South 88°05’15” East), along a northerly line of said 78.486-acre tract, the south line of said Lot 1R1 and generally along a barbed wire fence, passing at a distance of 464.46 feet, a 1/2-inch iron rod with an illegible plastic cap found for the southeast corner of Lot 1R1 and the southwest corner of a called 7.511-acre tract of land, described in a deed to Inland Truck Parts Co., as recorded in Instrument No. 2005-137844 of the Official Public Records of Denton County, Texas, continuing along the south line of said 7.511-acre tract, for a total distance of 1,318.21 feet (called 1,316.47 feet) to a 1/2-inch iron rod with a plastic cap, stamped “WIER ASSOC INC” found for the southeast corner of said 7.511-acre tract;

THENCE North 00°38'54" East (called North 03°02’54” East), along a westerly line of said 78.486-acre tract and the east line of said 7.511-acre tract, a distance of 131.32 feet (called 131.77 feet) to an aluminum disk TXDOT right of way marker found on the southerly right of way line of aforesaid North Elm Street (U. S. Highway 77), same being the southwest corner of Parcel 4 Part 2, as described in a deed to the State of Texas, as recorded in aforesaid Volume 4843, Page 2093 of the Official Public Records of Denton County, Texas;

THENCE South 58°45'45" East (called South 57°3125” East), along a northerly line of said 78.486-acre tract, the southerly line of said Parcel 4 Part 2 and said North Elm Street (U. S. Highway 77), a distance of 446.33 feet (called 446.33 feet) to an aluminum disk TXDOT right of way marker found for the southeast corner of said Parcel 4 Part 2;

THENCE South 00°39'29" West (called South 02°11’49” West), departing the southerly right of way line of said North Elm Street (U. S. Highway 77), along the easterly line of said 78.486-acre tract, the westerly line of a tract of land described in a deed to Debra Johnson Morgan, Trustee of the Hazel K. King Land Trust, as recorded in Volume 3245, Page 809 of the Official Public Records of Denton County, Texas, and generally along a barbed wire fence, a distance of 681.86 feet to a 1/2-inch iron rod with a plastic cap, stamped “AAS 4857” found for the northeast corner of aforesaid Parcel 30 (called 10.405-acres), same being on the north right of way line of aforesaid State Highway Loop 288, and being at the beginning of a non-tangent curve to the right with a radius of 3,500.00 feet, a central angle of 04°25'46", and a chord bearing and distance of South 76°07'23" West, 270.51 feet;

THENCE in a westerly direction, along the north right of way line of said State Highway Loop 288 as described in said Parcel 30 (called 10.405-acres), and generally along a barbed wire fence, the following:

With said non-tangent curve to the right, an arc distance of 270.58 feet to a 1/2-inch iron rod with a plastic cap, stamped “AAS 4857” found at the beginning of a non-tangent curve to the right with a radius of 1,422.00 feet, a central angle of 20°58'53", and a chord bearing and distance of South 86°45'02" West, 517.82 feet;

In a westerly direction, with said non-tangent curve to the right, an arc distance of 520.73 feet to a 1/2-inch iron rod found at the beginning of a reverse curve to the left with a radius of 1,378.00 feet, a central angle of 07°11'56", and a chord bearing and distance of North 86°21'29" West, 173.02 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 173.14 feet to a 1/2-inch iron rod with a plastic cap, stamped “AAS 4857” found for corner;

North 89°57'27" West, a distance of 1,324.84 feet to a 1/2-inch iron rod with a plastic cap, stamped “AAS 4857” found at the beginning of a non-tangent curve to the right with a radius of 1,271.00 feet, a central angle of 33°36'37", and a chord bearing and distance of North 41°10'20" West, 734.94 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 745.58 feet to the POINT OF BEGINNING and containing 68.175 acres (2,969,685 square feet) of land, more or less.

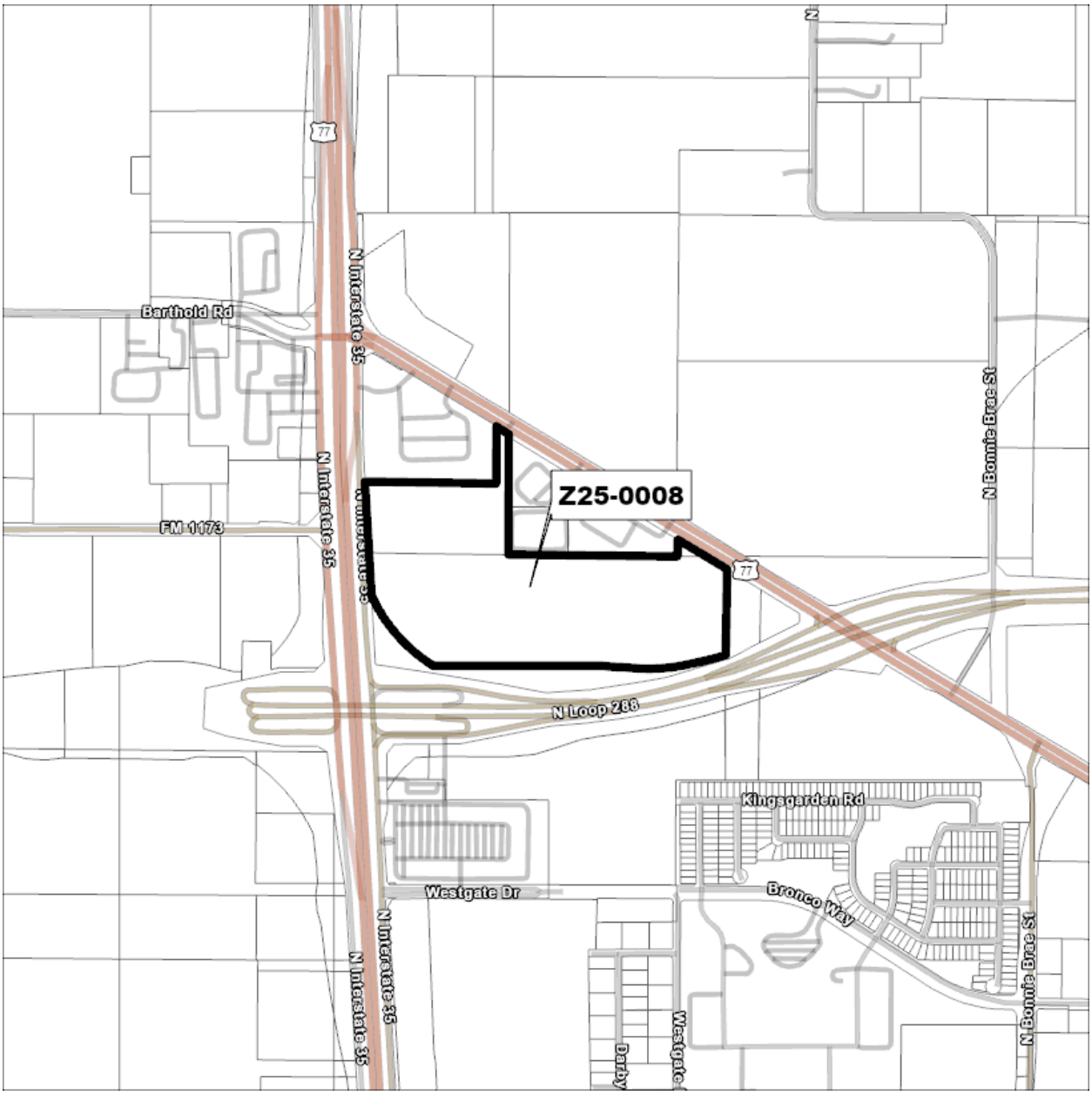

Z25-0008
Barthold Rd
FM 1173
N Interstate 35
N Loop 288
Kingsgarden Rd
Bronco Way
Westgate Dr
N Bonnie Brae St
77

Exhibit B
Overlay Planned Development Standards

SECTION 1: Purpose.
The regulations set forth in these development standards are for the Overlay Planned Development (PD) District as defined in Denton Development Code Subsection 2.7.3C.1. The PD encompasses a total of 68.17-acres described in Exhibit A ("Property"), Zoning Legal Description. The subject site is generally located east of North Interstate 35, north of Loop 288, and southwest of Highway 77 (North Elm Street). The base zoning district for the PD shall be General Office (GO) District, with the use and development standard modifications as provided for herein this ordinance.

SECTION 2: Use Regulations.
The permitted uses for "Property" shall be in accordance with GO Zoning District, per the City of Denton Development Code (DDC) Table 5.2.-A, as amended.

The Use-Specific Standards for Outdoor Storage, Accessory below, shall replace those in DDC Subsection 5.4.4D:

In addition to complying with all EPA regulations, the International Fire Code, and all other applicable ordinances, statutes, rules and regulations, outdoor storage:

1. Shall be limited to materials sold or used on the premises as part of the principal use of the property.
2. Materials other than trailer parking shall not be stored in areas intended for vehicular or pedestrian circulation.
3. Materials other than trailer parking shall be located within designated truck courts only and shall be limited to a maximum of 30% of the truck court area.
4. Where not already screened by buildings, shall be opaquely screened from all adjacent properties with a minimum eight (8) foot tall masonry wall.
5. Outside Storage is not allowed between buildings and any public right-of-way.
6. Designated Outdoor Storage, Accessory, areas must be depicted on the Zoning Compliance Plan as required in DDC Subsection 2.5.1, as amended. No Outdoor Storage, Accessory will be allowed outside of the designated areas. Alterations to a designated Outdoor Storage, Accessory area that affects more than 30 percent of the square feet of that designated area shall require review and approval of a revised Zoning Compliance Plan.

SECTION 3: Development Standards.
Except as modified herein, development within this PD shall comply with the Development Standards applicable to the GO Zoning District as provided for in the Denton Development Code, as amended.

Landscaping and Screening

1. A minimum 30-foot-wide landscape buffer is required along Loop 288 and North Elm Street (Highway 77). The landscape buffer shall begin at the right-of-way and can overlap the 20-foot public utility easement running parallel to the right-of-way. Right-

of-way screening as required in DDC Subsection 7.7.5F.4.b.i, as amended, shall be provided in the 30-foot-wide landscape buffer.

2. A minimum 35-foot-wide landscape buffer is required along the I-35 Frontage Road. The landscape buffer shall begin at the right-of-way and can overlap the 20-foot public utility easement running parallel to the right-of-way. Between the front-most row of parking and the street, the following right-of-way screening shall be provided:
    a. For areas adjacent to more than two rows of parking between the building and the right-of-way, parking shall be screened with the following:
        i. A minimum three-foot high continuous masonry wall
        ii. Three small accent trees clustered every 30 linear feet. Trees shall be evergreen.
    b. For areas adjacent to two rows of parking or no parking, right-of-way screening shall be provided as required in DDC Subsection 7.7.5F.4.b.i, as amended.
3. Street trees along Loop 288 and North Elm Street (Highway 77) as required by DDC Subsection 7.7.7D.1 shall be planted within 100 feet of the right-of-way. Street trees shall be in addition to internal landscape islands, endcaps, or medians as required by DDC Subsection 7.7.5F.4.b.ii.
4. Street trees along the I-35 Frontage Road as required by DDC Subsection 7.7.7D.1 shall be planted within between the front-most row of parking and the street.
5. In addition to any compatibility buffers required by DDC Subsection 7.7.6, a 10-foot-wide buffer is required along the easternmost property line of the Planned Development District. The buffer must include a minimum of 30 points from Table 7.G.
6. Automobile parking and maneuvering areas shall provide internal landscape islands, endcaps, and/or medians as required in DDC Subsection 7.7.5F.4.b.ii. Loading areas, truck courts, and trailer parking are exempt from internal landscape islands, endcaps, or medians as required in DDC Subsection 7.7.5F.4.b.ii. Any loading, truck court, or trailer parking areas restriped for automobile parking shall be exempt from internal landscape islands, endcaps, or medians.

Parking

1. DDC Subsection 7.9.4B is amended for Manufacturing and Processing Use Types and Storage and Warehousing Use Types to limit the maximum parking to one space per 500 square feet gross floor area.
2. Table 7.9-I Minimum Required Off-Street Parking is amended as follows: Manufacturing and Processing Use Types and Storage and Warehousing Use Types require a minimum of one space per 2000 square feet gross floor area.
3. Along I-35 frontage road, development shall be limited to no more than four rows of parking between the front building façade and the adjacent street frontage.
4. For each proposed use, the Director is authorized to reduce or increase the required off-street parking based on a parking demand study per 7.9.4.E of the DDC.

Site and Building Design

1. The design and orientation of the building(s) shall minimize the exposure of loading and trash collection areas from adjacent rights-of-way and properties.
    a. No dock doors shall directly face the public right of way.

b. Loading areas, truck courts, trailer parking, and trash collection areas are prohibited in the front yard(s) adjacent to each right-of-way.
c. All loading areas visible from the public right of way must be screened from the right-of-way by screening walls, building projections, wing walls, retaining walls, or similar structures. Screening structures must be architecturally compatible (as defined in the DDC Subchapter 9) with the associated building, a minimum of 8 feet tall, and extend the entire length of the loading area.

2. Front facades oriented toward the street shall be enhanced with 30% minimum window glazing, beginning at the primary entrance and extending 100 feet in either direction.
3. Buildings shall have no more than 100 continuous feet without a horizontal and vertical break of at least 3 feet. Such breaks may include recesses, projections, change in materials, change in building plane, change in building height, change in color, building reveals, or architectural features to provide visual interest and relief.

SECTION 4: Definitions.
Except as modified herein, development within this PD shall comply with Rules of Construction and Definitions as outlined in Subchapter 9 of the Denton Development Code, as amended.

Definitions
Truck Court: area next to a structure's docks which include both the loading areas and truck maneuvering zones. Trailer parking areas are excluded from the definition of a truck court.

Z25-0008a
CAT 35

Julie Wyatt, AICP

Principal Planner

September 16, 2025

Request

- Approximately 68 acres
- Rezone from **PD-142**, Hillcrest Center, to **Planned Development – General Office** (PD-GO)
- **PD-142**:
  - "Urban Center" with a concentration of commercial, retail, office, and light industrial uses as a hub for economic activity and employment
  - Permitted uses included:
    - **Offices, Professional and Administrative**
    - **Light Industrial**
    - **Storage or Sales Warehouse**
- **Purpose**: Facilitate development of warehouse, light industrial, and/or other employment uses under current development standards with additional design requirements

Proposed Overlay PD

General Office Base Zoning District

Screening & buffering:

- Minimum 30- to 35-foot-wide landscape buffer with standard landscape elements, except along I-35 must include a masonry wall and accent trees
- A 10-foot-wide buffer required along the easternmost property line

Parking:

- Min/Max: one space per 500 to 2,000 sf
- Director determination

Building design standards:

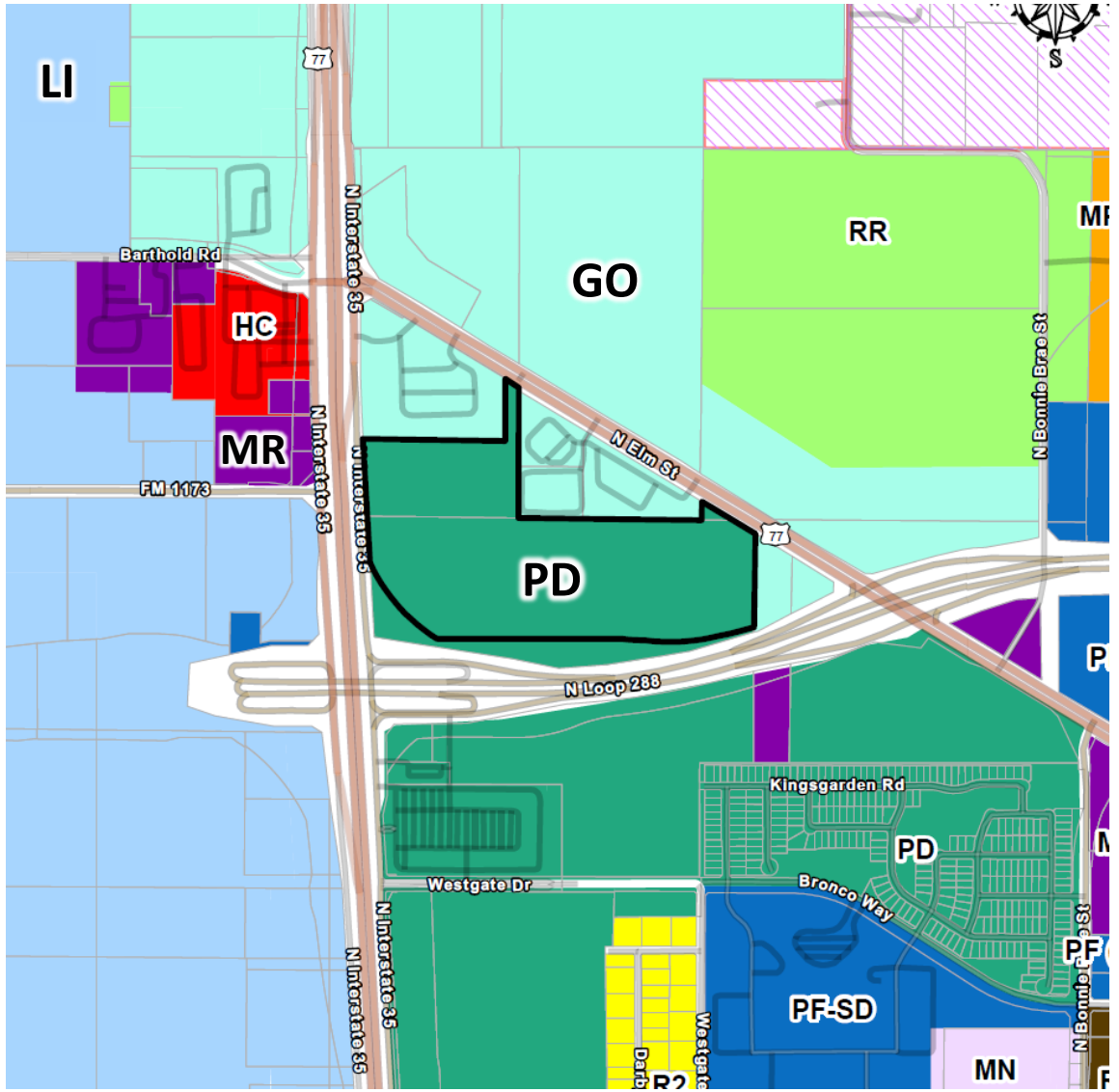
- Enhanced entrances with 30% minimum windows
- Horizontal and vertical break at 100-ft intervals

Dock doors & loading areas:

- Shall not directly face the public right of way
- Prohibited in the front yard(s)
- Screened by walls, building projections, wing walls, retaining walls, or similar

Amount & locations for accessory outdoor storage:

- Materials other than trailer parking shall be located within designated truck courts only and shall be limited to a maximum of 30% of the truck court area.
- Shall be opaquely screened from all adjacent properties with buildings or 8-foot-tall masonry wall



Criteria for Approval – DDC 2.4.5E and 2.7.3.E

Summary:

- ✓ Proposal is consistent with the goals and policies and the Future Land Use Map of the Denton 2040 Comprehensive Plan.
- ✓ Development must comply with DDC (except where modified) and criteria manuals, including drainage, floodplain, and ESA regulations.
- ✓ Development is appropriate for the area, location, and overall planning.
- ✓ Not expected to generate significant adverse compatibility, infrastructure, or fiscal impacts.

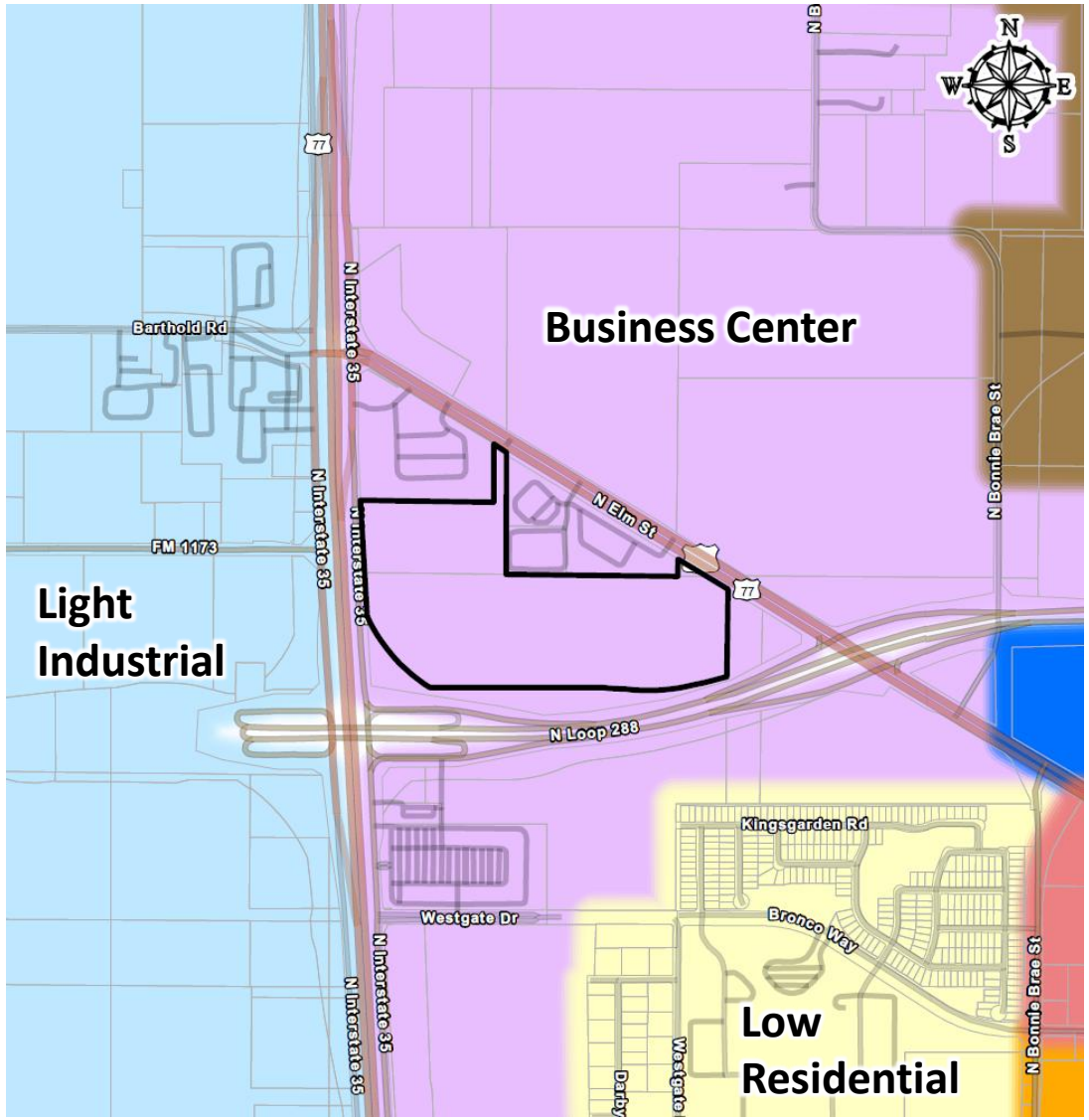
Denton 2040 Comprehensive Plan

FLUM: **Business Center**

Envisioned to be the City's employment centers, intended to allow for a range of businesses both in terms of sizes and types

Consistent:

- ✓ **GO District conforms** to FLUM goals and purpose
- ✓ Overlay PD provides **additional enhancements** to encourage a higher-quality design: wide landscape area at ROW, screening of loading area dock doors, enhanced building entrances, and limits to accessory outdoor storage
- ✓ **Goal CC-4**: achieve exemplary **urban design**
  - Encourage development of office and business workplaces in proximity to commercial, civic, and recreational uses
  - Screen all loading docks, platforms, and overhead bay doors from public view



Provides Greater Level of Design

- ✓ **Enhance the landscape space and screening at the right-of-way:**
  - Requires a wide landscape buffer to ensure sufficient space for screening
  - I-35 buffer elements must include a masonry wall and accent trees—physical barriers to screen parking
- ✓ **Reduce the visual impact of loading areas and dock doors:**
  - PD explicitly prohibits dock doors from directly facing the street
  - Screening includes screening walls, building projections, wing walls, retaining walls, or similar structures
- ✓ **Provide flexibility in parking regulations:**
  - To develop the site to be flexible and adaptable to future conditions, alternative parking ratio and Director determination for specific use with a parking demand study
- ✓ **Increase the architectural standards:**
  - Large-scale industrial buildings are challenging--larger sizes and interior activities can drive architectural forms, but front entrances are focal points to break up the massing
  - Proposal increases break intervals to 100 feet to appropriately match the building scale and enhance primary entrances
- ✓ **Limit the amount and permitted locations for accessory outdoor storage**
  - Under base zoning, Outdoor Storage, Accessory is permitted with Use-Specific Standards.
  - To reduce the visual impacts, the proposal limits the amount of outdoor storage of materials other than trailer parking to 30% of the truck court area, which must be screened with a wall or similar structure.

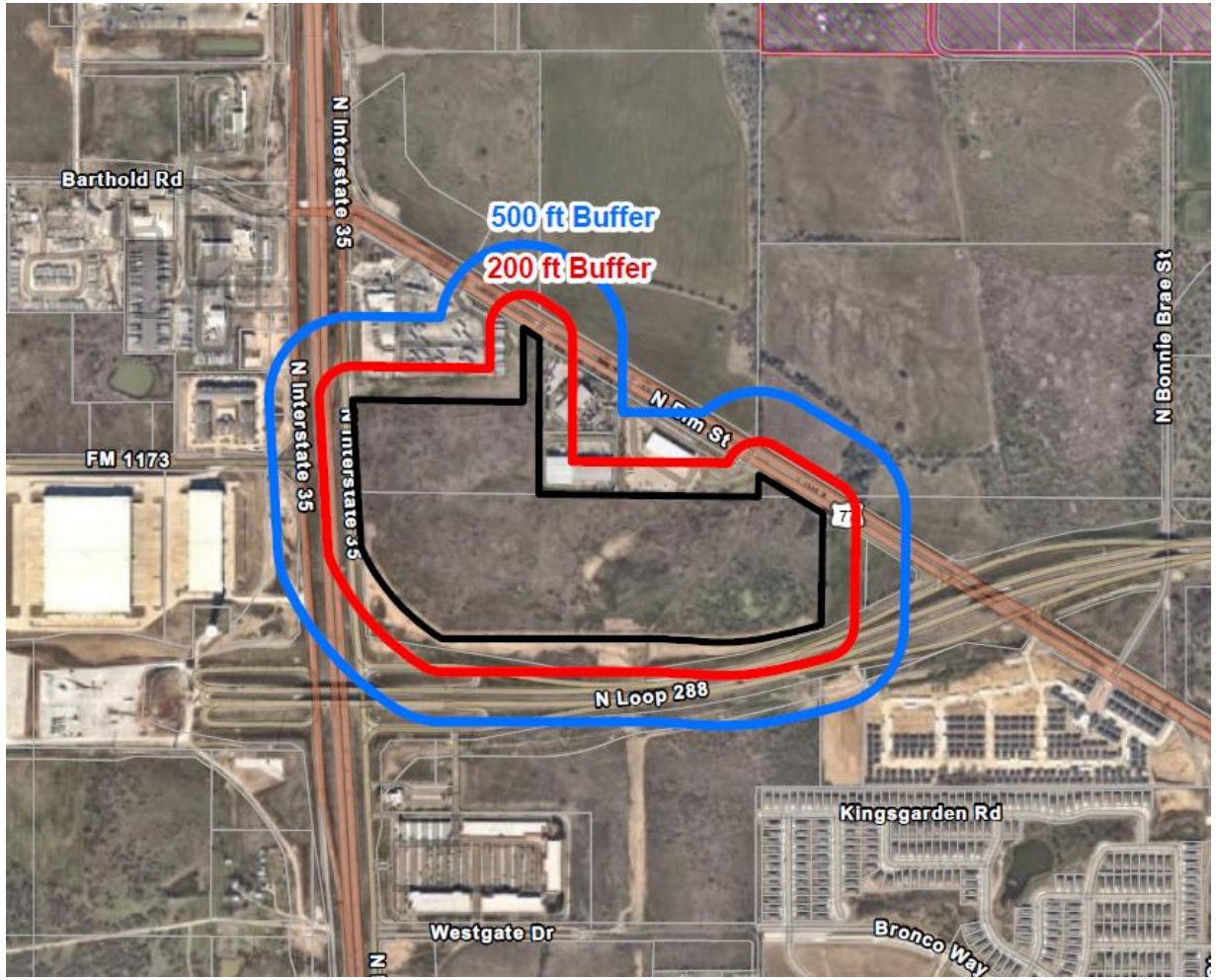
Notification

Newspaper posted: August 30, 2025
City website posted: August 27, 2025
Property posted: August 13, 2025
Mailed notices

- 200 ft. Public Hearing Notices mailed: 12
- 500 ft. Courtesy Notices mailed: 17

Responses:

- In Opposition: 0
- In Favor: 1
- Neutral: 0



Recommendation

The Planning and Zoning Commission recommended **approval** of the request (4-0).

Staff recommended **approval** of the zoning change request as it complies with the criteria in Section 2.4.5E of the Denton Development Code for approval of all applications, and Section 2.7.3.E of the DDC for approval of a Zoning Map Amendment.

QUESTIONS?

Julie Wyatt, AICP
Principal Planner
Development Services

File #: S25-0009, **Version:** 1

AGENDA CAPTION

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)

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: September 16, 2025

SUBJECT

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)

BACKGROUND

The request is to extend the approval period for the Specific Use Permit (SUP) for a Multifamily Dwelling development on approximately 22.81-acres of land, originally approved on October 24, 2023, as Ordinance Number S23-0005b. The SUP was approved with conditions to allow for the development of 262 multifamily residential dwelling units divided among 7 buildings with indoor and outdoor amenities, open space, and associated parking. Amenities consist of active and passive open space and recreational amenities, including a clubhouse, community pool, and dog parks. The site is designed so that buildings frame the Duchess Drive entryways with pedestrian pathways and parking is situated toward the rear of the site. Pedestrian connections are provided throughout the site and link the development to future parkland dedication situated along the southern portion of the property.

Section 2.5.2C.6.b of the Denton Development Code provides for the expiration of a Specific Use Permit if the authorized use or construction is not substantially underway within 24 months after the date of approval unless an extension is granted. The applicant for this project has submitted one set of Civil Engineering Plans for review but has not progressed any further in the development process. The applicant has attributed this delay to HUD financing challenges and a volatile 2025 development market (See Exhibit 3).

Sections 2.5.2C.6.b and 2.4.8D of the Denton Development Code authorize the City Council, being the original approval body, to grant an extension of the approval period for a SUP for a period of up to one year for good cause. There are no additional criteria for approval that need to be met for this type of request. The developer has provided a letter detailing their request for the extension, which is provided as Exhibit 3.

If approved, the requested extension would be valid through October 24, 2026.

OPTIONS

1. Approve as submitted.
2. Approve subject to conditions.
3. Deny.
4. Postpone item.

RECOMMENDATION

Staff recommends approval of this request.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
2002	City Council	Citywide rezoning from Commercial (C) District to Community Mixed Use General (CM-G) District	Approved
2019	City Council	Zoning Transition from CM-G-District to Suburban Corridor (SC) District	Approved
October 11, 2023	Planning and Zoning Commission	Specific Use Permit for Multifamily Land Use	Recommended Approval
October 24, 2023	City Council	Specific Use Permit for Multifamily Land Use	Approved

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 - Ordinance S23-0005b
Exhibit 3 - Extension Request
Exhibit 4 - Draft Ordinance
Exhibit 5 - Presentation

ORDINANCE NO. S23-0005b

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, APPROVING A SPECIFIC USE PERMIT FOR A MULTIFAMILY DWELLING USE ON APPROXIMATELY 22.81 ACRES OF LAND, GENERALLY LOCATED ON THE SOUTH SIDE OF DUCHESS DRIVE, APPROXIMATELY 742 FEET TO THE 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. (S23-0005b, Olivo Apartments)

WHEREAS, The Trumont Group has requested a Specific Use Permit (SUP) for a proposed Multifamily Dwelling use on approximately 22.81 acres within the Suburban Corridor (SC) zoning district, legally described in Exhibit "A" (hereinafter, the "Property"); and

WHEREAS, on October 11, 2023, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, and having held due hearings and afforded full and fair hearings to all property owners interested in this regard, recommended approval (4-2) of the requested SUP subject to the site plan, landscape plan, and elevations attached as Exhibit B; and

WHEREAS, on October 24, 2023, 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 2.5.2 of the Denton Development Code, and is consistent with the Denton Plan and the Denton Development Code; and

WHEREAS, the City Council of the City of Denton have determined that it will be beneficial to Denton and its citizens to grant the SUP; and such grant will not be detrimental to the health, safety, morals, and general welfare of the City of Denton, and that the SUP 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 SUP to permit the proposed Multifamily Dwelling use on the Property as shown on the Site Plan, Landscape Plan, and Conceptual Elevations attached and incorporated herein as Exhibit "B," is hereby approved, subject to the following conditions:

1. The attached Site Plan and Landscape Plan reflect an intent to comply with the 2019 Denton Development Code (DDC), as amended.

2. The attached Site Plan and Landscape Plan are incorporated as requirements of the SUP. Staff shall have the ability to approve a reduction in the building coverage, an increase in the landscape area, and a decrease in the number of dwelling units with

associated parking of up to 5% of any of the amounts specified in requirements "a" and "b" below, provided all applicable requirements of the DDC are met:

a. No more than 262 one-, two-, and/or three-bedroom units in townhome-style cottages and four three-story buildings with a total building footprint not to exceed 89,160 sq. ft.
b. A minimum total landscape area of 505,512 square feet. Of the total landscaped area, 367,472 square feet is to remain undisturbed as shown on the site plan in Exhibit B. At minimum, on-site amenities shall include an indoor amenity center, an outdoor pool, and two dog parks enclosed with perimeter fencing.
c. 6.7 acres of parkland dedication to the City of Denton as depicted in Exhibit B. If the parkland dedication is not accepted, the 6.7 acres shall remain an area of undisturbed ESA to be owned and maintained by the property owner.
d. Four hundred forty-eight (448) parking spaces and 114 bicycle parking spaces are proposed for the multi-family development indicated on the site plan. Parking may shift to accommodate a change in the unit mixture but shall be in accordance with the requirements of the DDC and within the range of staff approvability.
e. A minimum of two (2) vehicular access points onto Duchess Drive shall be provided.

3. Minor alterations to the depicted locations of buildings, pedestrian pathways, and parking may be approved by City Staff, provided that the final plan complies with the attached site plan in terms of access and internal pedestrian connectivity.

4. Minor alterations to the depicted locations of individual plantings may be approved by City staff, provided that the final landscaping, as planted, complies with the attached landscape plan in terms of required landscape elements, open space, overall tree canopy, as well as all elements of the DDC.

5. Building architecture shall be consistent in style and detailing to the attached conceptual elevations and must conform to DDC Section 7.10.

6. Notwithstanding the limited administrative approvals authorized in conditions 2, 3, and 4, the City reserves the right to require approval by ordinance of any amendments or alterations to the SUP, the attached site plan, and the attached landscape plan.

5. Approval of this SUP does not constitute actual or implied approval for any land-disturbing activity, construction, grading, and/or removal of tree and understory vegetation (except for the limited administrative approvals authorized in DDC Section 7.4.7A) within the confirmed Environmentally Sensitive Areas. Any land-disturbing activity, construction, grading, and/or removal of tree and understory vegetation may require separate approval through the Alternative ESA Plan process prior to approval of the Final Plat.

6. The zoning map shall reflect the Specific Use Permit on the property consistent with the DDC.

SECTION 3. Failure to Comply. Except as otherwise stated above, all terms of the SUP shall be complied with prior to issuance of a Certificate of Occupancy. Failure to comply with any term or condition of this ordinance will result in the SUP being declared null and void, and of no force and effect. The SUP is issued to the entity named above runs with the land, and is assignable and transferable to subsequent owners of the Property.

SECTION 4. SUP Regulations. Upon notice to the Property owner and a hearing before the City Council, a SUP may be revoked or modified if: 1. There is one or more of the conditions imposed by this ordinance that has not been met or has been violated on the Property; or 2. The SUP was obtained or extended by fraud or deception; or 3. As otherwise permitted by law and/or the DDC.

SECTION 5. Unlawful use. It shall be unlawful for any person, firm, entity, or corporation to make use of the above-referenced Property in some manner other than as authorized by the DDC, Code of Ordinances, and this ordinance.

SECTION 6. Severability. 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. Penalty. Any person, firm, entity or corporation violating any provision of this ordinance shall, upon conviction, be fined a sum not exceeding $2,000.00 for each violation. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense. The penal provisions imposed under this ordinance shall not preclude Denton from filing suit to enjoin the violation and it retains all legal rights and remedies available to it under local, state and federal law.

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 Chris Watts and seconded by Vicki Byrd, the ordinance was passed and approved by the following vote [4 - 2]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:		✓		
Paul Meltzer, District 3:		✓		

Joe Holland, District 4:	✓			
Brandon Chase McGee, At Large Place 5:				✓
Chris Watts, At Large Place 6:	✓			

PASSED AND APPROVED this the 24th day of October, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:

JESUS SALAZAR, CITY SECRETARY

BY: _____

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

Digitally signed by Susan Keller
DN: dc=com, dc=cityofdenton, dc=codad, ou=Department Users and Groups, ou=General Government, ou=Legal, cn=Susan Keller, email=Susan.Keller@cityofdenton.com
Date: 2023.10.19 15:26:49 -05'00'

Exhibit A
Legal Description

BEING a 18.897 acre tract of land situated in the Mary L. Austin Survey, Abstract No. 4, Denton County Texas, being part of Tract 1, a called 22.8092 acre tract of land described in deed to K & C Triple Crown Partners, LP, recorded in Document Number 2012-147876, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the west line of said Tract I, being the northeast corner of Eagle Cove, an addition to the City of Denton according to the plat recorded in Document No. 2021-269, O.P.R.D.C.T., also being in the south right-of-way line of Duchess Drive (60' right-of-way), according to the right-of-way document recorded in Document No. 2002-R0113760, O.P.R.D.C.T.;

THENCE along the south right-of-way of said Duchess Drive, the following courses:

North 89 Degrees 25 Minutes 11 Seconds East, a distance of 270.82 feet to a 5/8 inch iron rod found at the beginning of a tangent curve to the right;

Southeasterly, along said tangent curve to the right having a central angle of 51 Degrees 22 Minutes 22 Seconds, a radius of 270.00 feet, an arc distance of 242.09 feet and a chord bearing and distance of South 64 Degrees 53 Minutes 39 Seconds East, 234.06 feet to a 5/8" iron rod found for corner;

South 39 Degrees 12 Minutes 28 Seconds East, a distance of 264.15 feet to a 5/8 inch iron rod found at the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 50 Degrees 47 Minutes 20 Seconds, a radius of 330.00 feet, an arc distance of 292.52 feet and a chord bearing and distance of South 64 Degrees 36 Minutes 08 Seconds East, 283.04 feet to a 1/2" iron rod found on the east line of the aforementioned Tract 1, being the northeast corner of said 18.897 acre tract;

THENCE South 00 Degrees 39 Minutes 05 Seconds West, departing the south right-of-way line of said Duchess Drive, along said east line of said Tract I, at a distance of 65.98 passing a 1/2" iron rod found for the northwest corner of Tract II, , a called 11.2380 acre tract of land described in deed to K & C Triple Crown Partners, LP, recorded in Document Number 2012-147876, O.P.R.D.C.T., and continuing along the common line between said Tract I and said Tract II, a distance of 660.80 feet to the center of Pecan Creek;

THENCE along the center of said Pecan Creek, the following courses:

South 65 Degrees 24 Minutes 45 Seconds West, a distance of 22.30 feet;

South 83 Degrees 36 Minutes 34 Seconds West, a distance of 31.09 feet;

South 41 Degrees 38 Minutes 09 Seconds West, a distance of 94.16 feet;

North 52 Degrees 34 Minutes 20 Seconds West, a distance of 32.76 feet;

North 80 Degrees 54 Minutes 34 Seconds West, a distance of 36.06 feet;

North 61 Degrees 33 Minutes 29 Seconds West, a distance of 50.72 feet;

North 69 Degrees 24 Minutes 28 Seconds West, a distance of 39.15 feet;

South 89 Degrees 06 Minutes 44 Seconds West, a distance of 47.25 feet;

North 37 Degrees 09 Minutes 55 Seconds West, a distance of 41.09 feet;

North 17 Degrees 33 Minutes 06 Seconds West, a distance of 31.36 feet;

North 28 Degrees 05 Minutes 22 Seconds West, a distance of 62.15 feet;

North 41 Degrees 55 Minutes 43 Seconds West, a distance of 41.87 feet;

South 82 Degrees 14 Minutes 19 Seconds West, a distance of 82.11 feet;

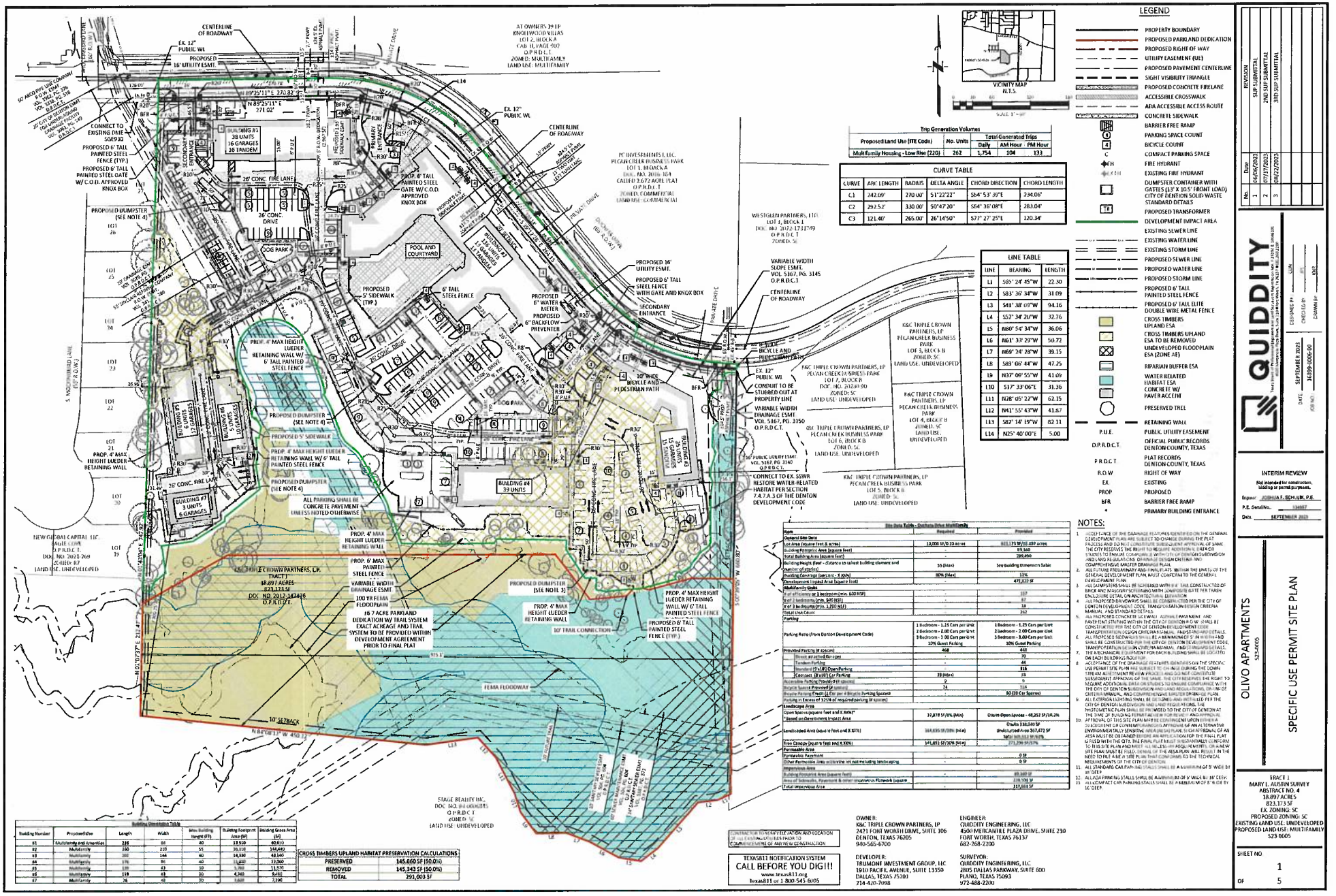
THENCE North 84 Degrees 08 Minutes 12 Seconds West, departing the center of said Pecan Creek, along the remains of a wire fence, at a distance of 442.06 feet passing a found PK Nail in fence post, and continuing for a total distance of 450.12 feet to a point for corner;

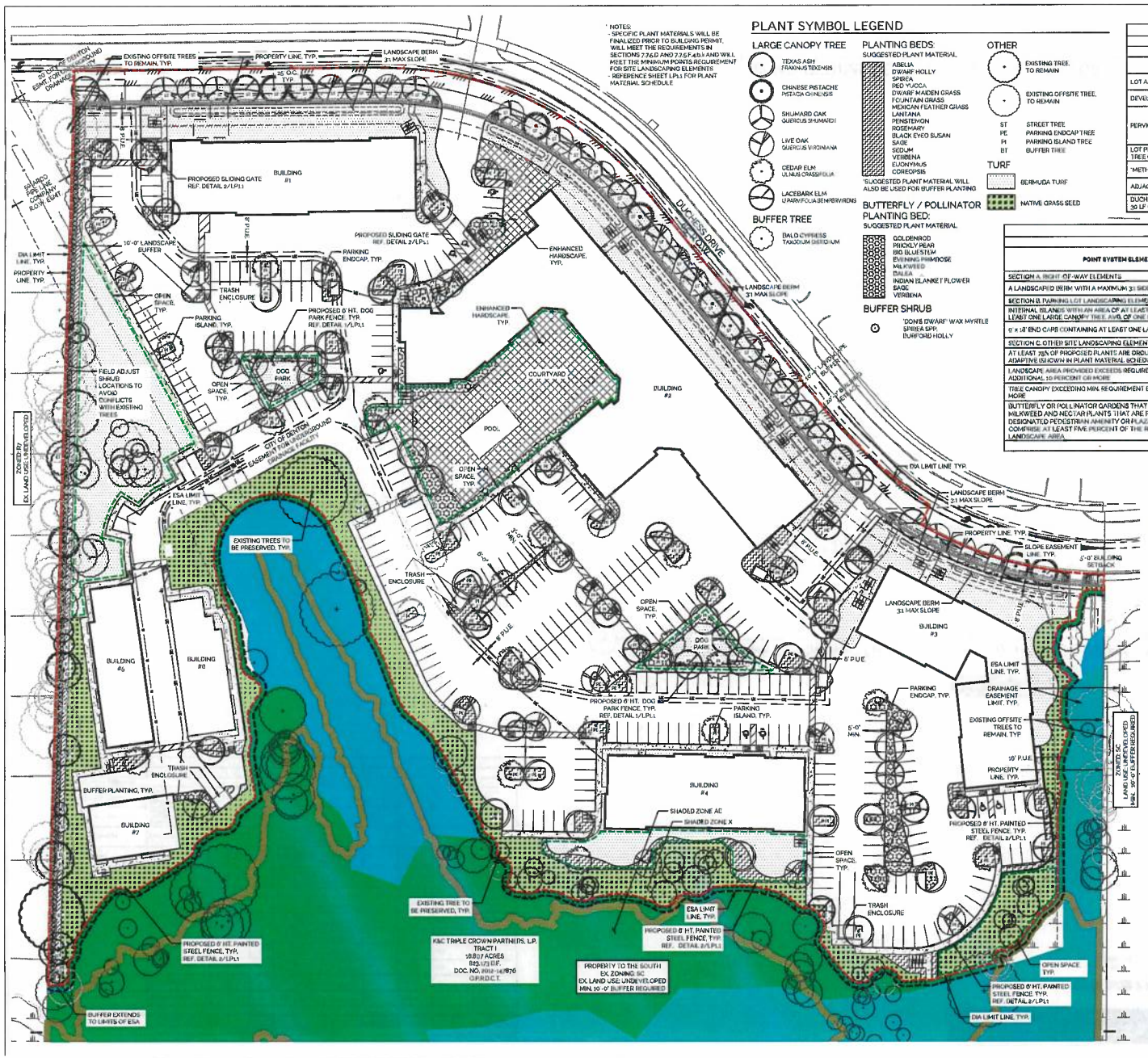
THENCE North 01 Degrees 07 Minutes 37 Seconds East, along the west line of said Tract I, at a distance of 6.58 feet passing a found PK Nail in fence post, along the remains of a wire fence, continuing for a total distance of 212.47 feet to a PK Nail found in fence post found at the southeast corner of the aforementioned Eagle Cove subdivision;

THENCE North 01 Degrees 43 Minutes 04 Seconds East, along the west line of said Tract I and the east line of said Eagle Cove subdivision, a distance of 747.92 feet to the **POINT OF BEGINNING** and containing 18.897 acres more or less.

Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.

Exhibit B
Site Plan, Landscape Plan, and Conceptual Elevations


CENTERLINE OF ROADWAY
EX. 12" PUBLIC WL
PROPOSED 16' UTILITY ESMT.
AT OWNERS 39 I.P. KNOLLWOOD VILLAS LOT 2, BLOCK A CAB. D, PAGE 502 O.P.R.D.C.T ZONED: MULTIFAMILY LAND USE: MULTIFAMILY
CONNECT TO EXISTING DMF SGF930
PROPOSED 6' TALL PAINTED STEEL FENCE (TYP.)
PROPOSED 6' TALL PAINTED STEEL GATE W/ C.O.D. APPROVED KNOX BOX
PROPOSED DUMPSTER (SEE NOTE 4)
26' CONC. FIRE LANE
26' CONC. DRIVE
DOG PARK
POOL AND COURTYARD
BUILDING #1 38 UNITS 16 GARAGES 16 TANDEM
BUILDING #2 17 UNITS 17 GARAGES
BUILDING #3 9 UNITS 10 GARAGES
BUILDING #4 39 UNITS
BUILDING #5 12 UNITS 12 GARAGES
BUILDING #6 9 UNITS 10 GARAGES
BUILDING #7 3 UNITS 6 GARAGES
PROPOSED 6' TALL STEEL FENCE
PROPOSED 5' SIDEWALK
PROP. 4' MAX HEIGHT LUEDER RETAINING WALL W/ 6' TALL PAINTED STEEL FENCE
PROP. 4' MAX HEIGHT LUEDER RETAINING WALL
ALL PARKING SHALL BE CONCRETE PAVEMENT UNLESS NOTED OTHERWISE
PROP. 6' MAX PAINTED STEEL FENCE
VARIABLE WIDTH DRAINAGE ESMT.
100 YR FEMA FLOODPLAIN
16.7 ACRE PARKLAND DEDICATION W/ TRAIL SYSTEM EXACT ACREAGE AND TRAIL SYSTEM TO BE PROVIDED WITHIN DEVELOPMENT AGREEMENT PRIOR TO FINAL PLAT
10' TRAIL CONNECTION
FEMA FLOODWAY
10' SETBACK
PROP. 4' MAX HEIGHT LUEDER RETAINING WALL W/ 6' TALL PAINTED STEEL FENCE
PROPOSED 6' TALL PAINTED STEEL FENCE (TYP.)
PROPOSED DUMPSTER (SEE NOTE 3)
PROPOSED 16' UTILITY ESMT.
PROPOSED 6' TALL STEEL FENCE WITH GATE AND KNOX BOX
SECONDARY ENTRANCE
VARIABLE WIDTH SLOPE ESMT. VOL. 5167, PG. 3145 O.P.R.D.C.T
CENTERLINE OF ROADWAY
10' WIDE BICYCLE AND PEDESTRIAN PATH
EX. 12" PUBLIC WL
CONDUIT TO BE STUBBED OUT AT PROPERTY LINE
VARIABLE WIDTH DRAINAGE ESMT VOL. 5167, PG. 3150 O.P.R.D.C.T
36' PUBLIC UTILITY ESMT. VOL. 5167, PG. 3140 O.P.R.D.C.T
CONNECT TO EX. SSWR
RESTORE WATER-RELATED HABITAT PER SECTION 7.4.7.A.3 OF THE DENTON DEVELOPMENT CODE
PROPOSED 6" WATER METER
PROPOSED 6" BACKFLOW PREVENTER
PROPOSED 6" DOMESTIC SERVICE
PROPOSED 2" IRRIGATION SERVICE
PROPOSED 8" SEWER SERVICE
PROPOSED 4" SEWER SERVICE
PROPOSED 6" FIRE SERVICE
PROPOSED 4" SEWER SERVICE
PROPOSED 2" IRRIGATION SERVICE
PROPOSED 6" DOMESTIC SERVICE
PROPOSED 6" FIRE SERVICE
PROPOSED 8" SEWER



GENERAL LANDSCAPE DATA TABLE

ZONING: SC LAND USE: MULTIFAMILY		
	REQUIRED BY DDC SUBCHAPTER 7.7	PROVIDED
LOT AREA (GROSS)	N/A	823,173 SF (18.807 ACRES)
DEVELOPMENT IMPACT AREA	N/A	471,882 SF (10.83 ACRES)
PERVIOUS LANDSCAPE AREA	20% / 184,035 SF	61% / 506,618 SF LANDSCAPED + 397,472 SF (UNDISTURBED AREA OF LOT)
LOT PERCENTAGE/AREA OF TOTAL EXPECTED TREE CANOPY COVERAGE AT MATURITY	30% / 141,547 SF	67% / 271,298 SF
*METHOD OF CALCULATING TREE CANOPY: THE ENTIRE DEVELOPMENT IMPACT AREA		
ADJACENT USE BUFFERS	YES (SOUTH)	REFER TO BUFFER TABLE & BUFFER NOTE
DUCHESS DRIVE STREET TREES - ONE (1) TREE PER 30 LF OF FRONTAGE (1,071 LF)	36 TREES	36 TREES

LANDSCAPE POINT SYSTEM TABLE

ZONING: SC			
POINT SYSTEM ELEMENTS	POINT VALUE	REQUIRED BY DDC SUBCHAPTER 7.7.5.F (TABLE 2.0)	PROVIDED
SECTION A. RIGHT-OF-WAY ELEMENTS			
A LANDSCAPED BERM WITH A MAXIMUM 3:1 SIDE SLOPE ON BOTH SIDES	5 PTS.	N/A	YES
SECTION B. PARKING LOT LANDSCAPING ELEMENTS			
INTERNAL ISLANDS WITHIN AN AREA OF AT LEAST 1,800 FEET CONTAINING AT LEAST ONE LARGE CANOPY TREE, AVG. OF ONE PER 10 SPACES	5 PTS.	334 SPACES / 34 TREES	40 TREES
9' x 18' END CAPS CONTAINING AT LEAST ONE LARGE CANOPY TREE	5 PTS.	N/A	36 TREES
SECTION C. OTHER SITE LANDSCAPING ELEMENTS			
AT LEAST 75% OF PROPOSED PLANTS ARE DROUGHT-TOLERANT OR ADAPTIVE (SHOWN IN PLANT MATERIAL SCHEDULE)	5 PTS.	75% DROUGHT TOLERANT/ADAPTIVE	75% DROUGHT TOLERANT/ADAPTIVE
LANDSCAPE AREA PROVIDED EXCEEDS REQUIRED MINIMUM BY AN ADDITIONAL 10 PERCENT OR MORE	3 PTS.	20% / 184,035 SF + 10% / 92,017 SF = 276,052 SF	61% / 506,618 SF
TREE CANOPY EXCEEDING MIN. REQUIREMENT BY AN ADDITIONAL 25% OR MORE	3 PTS.	30% / 141,547 SF + 25% / 117,956 SF = 259,503 SF	67% / 271,298 SF
BUTTERFLY OR POLLINATOR GARDENS THAT INCLUDE NATIVE MILKWEED AND NECTAR PLANTS THAT ARE PROVIDED AS PART OF A DESIGNATED PEDESTRIAN AMENITY OR PLAZA AREA AND THAT COMPRISE AT LEAST FIVE PERCENT OF THE REQUIRED OVERALL LANDSCAPE AREA	5 PTS	8,852 SF (5%)	9,190 SF (5.5%)
TOTAL POINTS	31 PTS.		31 PTS.

LANDSCAPE BUFFER POINT SYSTEM TABLE

WEST BUFFER (SINGLE FAMILY RESIDENTIAL) - 751 LF

BUFFER ELEMENTS	REQUIRED	PROVIDED	POINTS
MINIMUM WIDTH	10 FEET	10 FEET	N/A
5 SHRUBS FOR EVERY 20 LINEAR FEET OF BUFFER (5-GALLON SIZE)	190 SHRUBS	190 SHRUBS	5 POINTS
1 LARGE CANOPY TREE FOR EVERY 30 LINEAR FEET OF BUFFER (MIN. 3-INCH CALIPER)	26	22 (EXISTING) 4 (PROPOSED)	10 POINTS
PRESERVATION OF EXISTING LANDMARK, HERITAGE, QUALITY, OR SECONDARY TREES WITHIN AT LEAST 50 PERCENT OF THE BUFFER AREA	3,906 SF	27,032 SF	5 POINTS
TOTAL			20 POINTS

* BUFFER NOTE: THE SOUTH AND EAST PROPERTIES ARE NOT DEVELOPED / DEVELOPING AND DO NOT REQUIRE A BUFFER.

TREE CANOPY CALCULATION TABLE

METHOD OF CANOPY CALCULATION:	CANOPY AREA (SF)
96 - PARKING LOT TREES @ 1,256 SF / EA	120,576 SF
10 - LANDSCAPE TREES @ 1,256 SF / EA	12,560 SF
36 - STREET TREES @ 1,256 SF / EA	45,216 SF
4 - BUFFER TREES @ 1,256 SF / EA	5,024 SF
73 - EXISTING TREES @ 1,256 SF / EA	91,676 SF
TOTAL	271,298 SF

OPEN SPACE:
OPEN SPACE LIMITS - CONCEPTUAL BOUNDARIES
TO ENCOURAGE THE PASSIVE AND ACTIVE RECREATION OF RESIDENTS WITHIN THE OPEN SPACE AREAS, THE SPACES WILL INCLUDE OPTIONS FROM THE FOLLOWING PROGRAM ELEMENTS:
- BBQ AREA
- LAWN AREA
- FIRE PIT
- SHADE STRUCTURE
- PLAY AREA (FORMAL OR INFORMAL)
- DINING TABLES
- HAMMOCKS
- BIKE PARKING
- LAWN GAMES

LEGEND
- CROSSTIMBERS UPLAND ESA
- UNDEVELOPED FLOODPLAIN ESA (ZONE AE)
- RIPARIAN BUFFER ESA
- WATER RELATED HABITAT ESA
- ADDITIONAL 15' BUFFER BETWEEN ESA AND DIA
- NATIVE GRASS SEED

LANDSCAPE PLAN

N SCALE: 1"=40'-0" (0, 40, 80)

Valley Quest Design
LANDSCAPE ARCHITECTS
222 S. Elm St. Ste. 102
Denton, Texas 76201
ph: 214.783.1715

CONSULTANT:

OWNER / CLIENT:
TRUMONT INVESTMENT GROUP, LLC.
1910 PACIFIC AVE., SUITE 13350
DALLAS, TEXAS 75201

Project No:	2021-120
Drawn By:	MWB
Reviewed By:	JDD
Issue Type:	COUNCIL MEETING
Issue Date:	10/17/2022

REVISIONS

No.	Date	Description

OCTOBER 17, 2022

PROJECT:
CITY PROJECT NUMBER
S23-0005
OLIVO APARTMENTS
DENTON, TEXAS

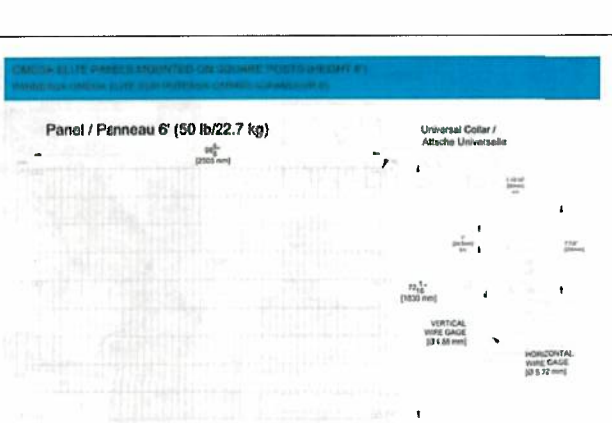
SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
LP1.0

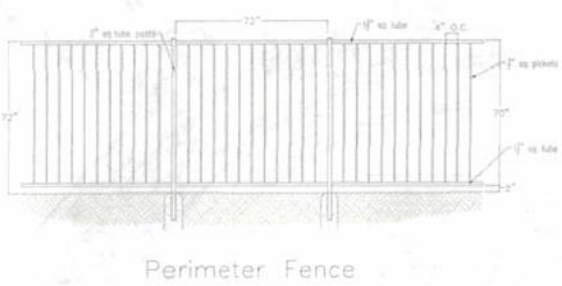
PLANT MATERIAL SCHEDULE

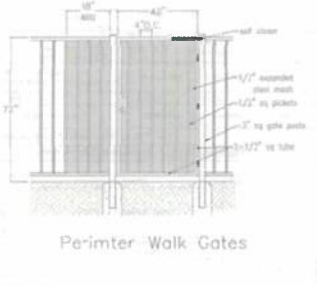
QUANTITY	COMMON NAME	BOTANICAL NAME	CAL	HT	SPACING	CONT	REMARKS	APPROVED PLANT	NATIVE / ADAPTED	DROUGHT TOLERANT	EVERGREEN/DECIDUOUS
TREES											
10	TEXAS ASH	FRAXINUS TEXENSIS	3"	12'	2'	B&B	PLAS & MATCHED STRAIGHT TRUNK	YES	NATIVE	YES	DECIDUOUS
6	CHINESE PISTACHE	PISTACIA CHINENSIS	3"	12'	5'	B&B	PLAS & MATCHED STRAIGHT TRUNK	YES	ADAPTED	YES	DECIDUOUS
9	WILLIAMS OAK	QUERCUS BUCKLEYI	3"	12'	5'	B&B	PLAS & MATCHED STRAIGHT TRUNK	YES	ADAPTED	YES	DECIDUOUS
34	LIVE OAK	QUERCUS VIRGINIANA	3"	12'	5'	B&B	PLAS & MATCHED STRAIGHT TRUNK	YES	NATIVE	YES	DECIDUOUS
10	CEDAR ELM	ULMUS CRASSIFOLIA	3"	12'	5'	B&B	PLAS & MATCHED STRAIGHT TRUNK	YES	ADAPTED	YES	DECIDUOUS
35	LACEBARK ELM	ULMUS PARVIFOLIA 'SEMPERVIRENS'	3"	12'	5"	B&B	PLAS & MATCHED STRAIGHT TRUNK	YES	ADAPTED	YES	DECIDUOUS
4	BALD CYPRESS	TAXODIUM DISTICHUM	3"	12'	5'	B&B	PLAS & MATCHED STRAIGHT TRUNK	YES	ADAPTED	YES	DECIDUOUS
SHRUBS / PLANTING BEDS											
424	SCHOOLYARD WAX MYRTLE	MORELLA CERIFERA DORIS DWARF		30" MIN	30" MIN	30 GAL	30" O.C. TRIANGULAR SPACING OR AS INDICATED ON PLANS	YES	NATIVE	YES	EVERGREEN
1	SPIREA 4YR	SPIRAEA SALICIFOLIA		30" MIN	30" MIN	30 GAL	30" O.C. TRIANGULAR SPACING OR AS INDICATED ON PLANS	YES	NATIVE	YES	DECIDUOUS
1	DUARFORD HOLLY	ILEX CORNUTA		30" MIN	30" MIN	30 GAL	30" O.C. TRIANGULAR SPACING OR AS INDICATED ON PLANS	YES	NATIVE	YES	EVERGREEN
4,000 SF	PLANTING BEDS	REFER TO ELABORATED PLANT MATERIAL BY PLANT LEGEND		TBD	TBD	TBD	TBD	YES	NATIVE / ADAPTED	YES	VARIES
6,000 SF	BUTTERFLY / POLLINATOR PLANTING BEDS	REFER TO ELABORATED PLANT MATERIAL BY PLANT LEGEND		TBD	TBD	TBD	TBD	YES	NATIVE / ADAPTED	YES	VARIES
TURF GRASS / NATIVE GRASS SEED											
91,000 SF	BERMUDA GRASS SOD	CYNODON DACTYLON	HYDRO-MULCH PANELS					NO	ADAPTED	YES	
83,000 SF	NATIVE GRASS SEED	HYDRO-SEED							ADAPTED	YES	

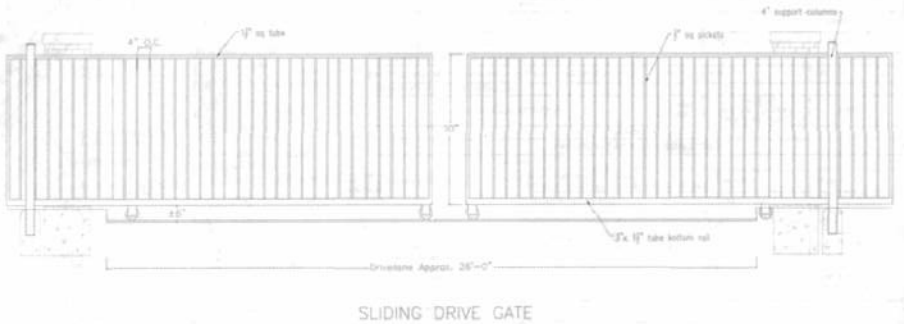
3 TYP. LANDSCAPE BERM SECTION
N.T.S.



1 6' HT. DOG PARK FENCE
N.T.S.







2 6' HT. PERIMETER FENCE AND SLIDING GATE
N.T.S.

Valley Quest DESIGN
LANDSCAPE ARCHITECTS
222 S. Elm St. Ste. 102
Denton, Texas 76201
ph: 214 783 3735

CONSULTANT:

OWNER / CLIENT:

TRUMONT INVESTMENT GROUP, LLC.
1910 PACIFIC AVE., SUITE 1350
DALLAS, TEXAS 75201

Project No:	2022-020
Drawn By:	MWB
Reviewed By:	JDB
Issue Type:	SUP
Issue Date:	8/22/2023

REVISIONS:

No.	Date	Description

AUGUST 22 2023

PROJECT:

CITY PROJECT NUMBER
S23-0005

OLIVO APARTMENTS

DENTON, TEXAS

SHEET TITLE:

FENCE / BERM DETAILS & PLANT MATERIAL SCHEDULE

SHEET NUMBER:

LP1.1

01 | Front Leasing Elevation - BLDG 2
SCALE: 1/16" = 1'-0"

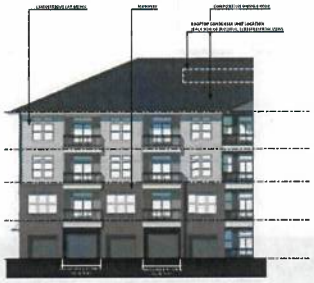
MASONRY - 48%
SIDING - 52%
GLAZING - 38%

04 | Side Elevation - BLDG 2
SCALE: 1/16" = 1'-0"

MASONRY - 40%
SIDING - 60%
GLAZING - 34%

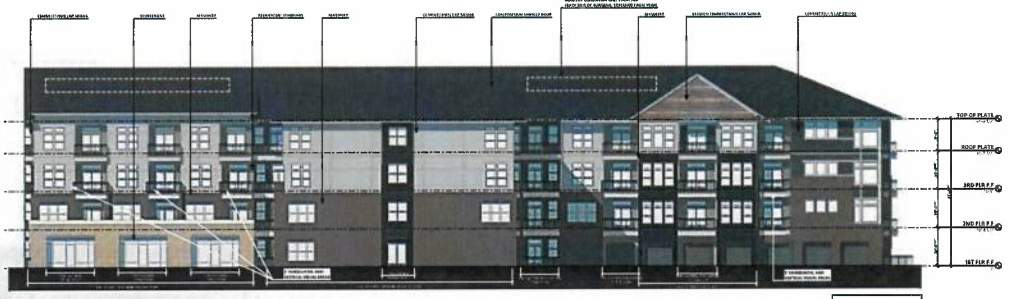
06 | Courtyard Elevation - BLDG 2
SCALE: 1/16" = 1'-0"

MASONRY - 40%
SIDING - 60%
GLAZING - 11%



07 | Courtyard Elevation - BLDG 2
SCALE: 1/16" = 1'-0"

MASONRY - 40%
SIDING - 60%
GLAZING - 21%



08 | Amenity Back Elevation - BLDG 2
SCALE: 1/16" = 1'-0"

MASONRY - 43%
SIDING -57%
GLAZING - 28%

16 | Side Leasing Elevation - BLDG 2
SCALE: 1/16" = 1'-0"

MASONRY - 59%
SIDING - 41%
GLAZING - 30%

18 | Courtyard Elevation - BLDG 2
SCALE: 1/16" = 1'-0"

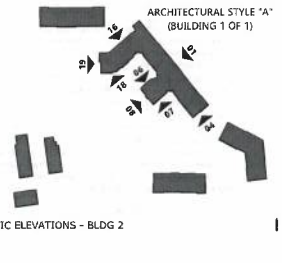
MASONRY - 52%
SIDING - 48%
GLAZING - 35%

19 | Side Elevation - BLDG 2
SCALE: 1/16" = 1'-0"

MASONRY - 54%
SIDING - 46%
GLAZING - 15%

Building Design General Notes:

1. Per 7.10.4.D.1 - The building design, consisting of more than 30 units, has been divided up into multiple, compatible, exterior design styles, each consisting of no more than 3 building per style. Please refer to sheet keyplan for style and location.
2. Per 7.10.4.D.2 - Primary building access points shall be denoted through distinctive architectural and landscape architectural elements including the use of canopy covered entry porches, distinctive paving and pots or planter boxes.
3. Per 7.10.4.E.1.a - The building has been designed to prevent the appearance of straight, unbroken lines. Where noted, the building will have a vertical and horizontal break of at least 3 feet. That break may consist of portions where the building pushes out or recesses in, where balconies project out or recess in, where bay window project out, where entry doorway inset, etc. The locations for these are noted on the elevations. The design team has included shadows on the elevation to illustrate which way these projections and recesses go, and illustrate the great amount of façade depth in articulated through the design.
4. Per 7.10.4.E.1.b - Facades are broken up with larger and smaller massings as if they were a collection of smaller buildings, with changes in design, materials and colors, and balcony styles.
5. Per 7.10.4.E.1.c - Architectural design relief has primarily been provided by brick detailing (soldier coursed, chance in color, etc.), base treatments, columns, pilasters and unique fenestration as noted on the elevations.
6. Per 7.10.4.E.1.d - In all instances, stairwells are inset from the face of the building with the intention of de-emphasing them, and making sure they are not featured prominently.
7. Per 7.10.4.E.1.e - Nearly all of the design consists of sloped roofs, but in minor instances there may be a flat roof. In these exceptions, they are terminated with a distinctive finish like a roof extension or a cornice detail.
8. Per 7.10.4.G.3 - All windows in cementitious siding shall be provided with window trim. All windows in masonry shall be recessed inside of the exterior wall treatment.



SCHEMATIC ELEVATIONS - BLDG 2

JHP
Architecture/Urban Design, PC
A FIRM WITH A VIBRANT & EXCITING CULTURE RECOGNIZED FOR ELEVATED DESIGN

NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

CARL M. MALCOLM
Registered Architect of the State of: TEXAS
Registration Number: 23379

TRUMONT

3630 Duchess Drive
Denton, TX

Project Number: 2023021
Drawn By: FHam
Issue for:

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Delta	Issue Name	Date

01

01 Front Elevation - BLDG 1
SCALE: 1/16" = 1'-0"

MASONRY - 48%
SIDING - 52%
GLAZING - 23%

11 Back Elevation - BLDG 1
SCALE: 1/16" = 1'-0"

MASONRY - 48%
SIDING - 52%
GLAZING - 23%

16 Side Elevations - BLDG 1
SCALE: 1/16" = 1'-0"

MASONRY - 71%
SIDING - 29%
GLAZING - 23%

MASONRY - 71%
SIDING - 29%
GLAZING - 23%

Building Design General Notes:

1. Per 7.10.4.D.1 - The building design, consisting of more than 30 units, has been divided up into multiple, compatible, exterior design styles, each consisting of no more than 3 building per style. Please refer to sheet keyplan for style and location.
2. Per 7.10.4.D.2 - Primary building access points shall be denoted through distinctive architectural and landscape architectural elements including the use of covered entry porches with masonry wing walls and distinctive paving and pots or planter boxes.
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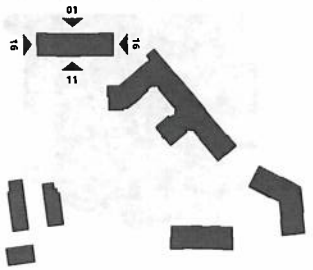
ARCHITECTURAL STYLE " B"
(BUILDING 1 OF 3)



SCHEMATIC ELEVATIONS - BLDG 1

JHP
Architecture/Urban Design, PC
A FIRM WITH A VIBRANT & EXCITING CULTURE RECOGNIZED FOR ELEVATED DESIGN

NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

CARL M. MALCOLM
Registered Architect of the State of:
TEXAS
Registration Number:
23379

TRUMONT

3630 Duchess Drive
Denton, TX

Project Number: 2023023
Drawn By: PKim
Issue for:

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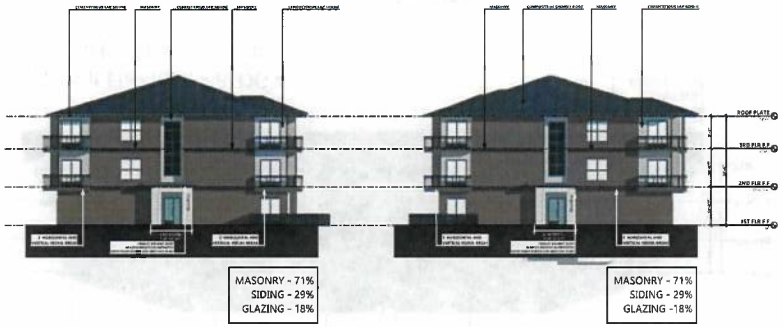
Delta	Issue Name	Date

02

01 Front Elevations - BLDG 3
SCALE: 1/16" = 1'-0"

11 Back Elevations - BLDG 3
SCALE: 1/16" = 1'-0"



16 Side Elevations - BLDG 3
SCALE: 1/16" = 1'-0"

Building Design General Notes:

1. Per 7.10.4.D.1 - The building design, consisting of more than 30 units, has been divided up into multiple, compatible, exterior design styles, each consisting of no more than 3 building per style. Please refer to sheet keyplan for style and location.
2. Per 7.10.4.D.2 - Primary building access points shall be denoted through distinctive architectural and landscape architectural elements including the use of covered entry porches with masonry wing walls and distinctive paving and pots or planter boxes.
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8. Per 7.10.4.G.3 - All windows in cementitious siding shall be provided with window trim. All windows in masonry shall be recessed inside of the exterior wall treatment.

JHP
Architecture/Urban Design, PC
A FIRM WITH A VIBRANT & EXCITING CULTURE RECOGNIZED FOR ELEVATED DESIGN

NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

CARL M. MALCOLM
Registered Architect of the State of: TEXAS
Registration Number: 23379

TRUMONT

3630 Duchess Drive
Denton, TX

Project Number: 2023021
Drawn By: PKim
Issue for:

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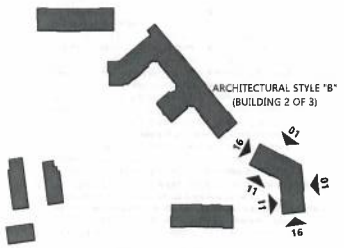
Delta	Issue Name	Date



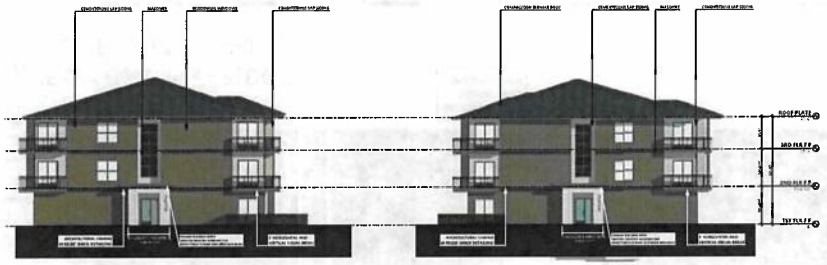
SCHEMATIC ELEVATIONS - BLDG 3

MASONRY -51%
SIDING - 49%
GLAZING - 31%

01 Front Elevation - BLDG 4
SCALE: 1/16" = 1'-0"

MASONRY - 58%
SIDING - 39%
GLAZING - 33%

11 Back Elevation - BLDG 4
SCALE: 1/16" = 1'-0"



MASONRY - 71%
SIDING - 29%
GLAZING - 21%

MASONRY - 71%
SIDING - 29%
GLAZING - 17%

16 Side Elevations - BLDG 4
SCALE: 1/16" = 1'-0"

Building Design General Notes:

1. Per 7.10.4.D.1 - The building design, consisting of more than 30 units, has been divided up into multiple, compatible, exterior design styles, each consisting of no more than 3 building per style. Please refer to sheet keyplan for style and location.
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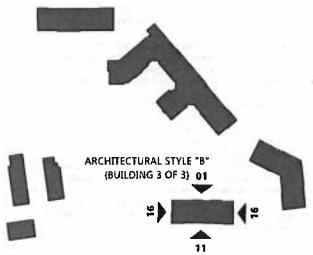

SCHEMATIC ELEVATIONS - BLDG 4

JHP
Architecture/Urban Design, PC
A FIRM WITH A VIBRANT & EXCITING CULTURE RECOGNIZED FOR ELEVATED DESIGN

NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

CARL M. MALCOLM
Registered Architect of the State of:
TEXAS
Registration Number:
23379

TRUMONT

3630 Duchess Drive
Denton, TX

Project Number: 2023023
Drawn By: PKim
Issue for:

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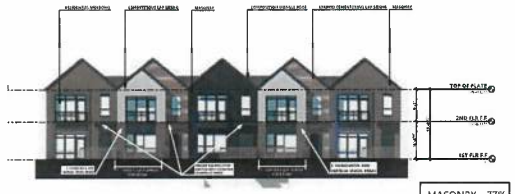
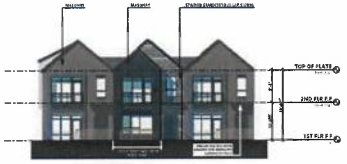
Delta	Issue Name	Date

04



01 Front Elevation - BLDG 5
SCALE: 1/16" = 1'-0"

MASONRY - 77%
SIDING - 23%
GLAZING - 33%



08 Front Elevation - BLDG 7
SCALE: 1/16" = 1'-0"

MASONRY - 88%
SIDING - 11%
GLAZING - 28%

Building Design General Notes:

1. Per 7.10.4.D.1 - The building design, consisting of more than 30 units, has been divided up into multiple, compatible, exterior design styles, each consisting of no more than 3 building per style. Please refer to sheet keyplan for style and location.
2. Per 7.10.4.D.2 - Primary building access points shall be denoted through distinctive architectural and landscape architectural elements including the use of canopy covered entry porches, distinctive paving and pots or planter boxes.
3. Per 7.10.4.E.1.a - The building has been designed to prevent the appearance of straight, unbroken lines. Where noted, the building will have a vertical and horizontal break of at least 3 feet. That break may consist of portions where the building pushes out or recesses in, where balconies project out or recess in, where bay window project out, where entry doorway inset, etc. The locations for these are noted on the elevations. The design team has included shadows on the elevation to illustrate which way these projections and recesses go, and illustrate the great amount of façade depth in articulated through the design.
4. Per 7.10.4.E.1.b - Facades are broken up with larger and smaller massings as if they were a collection of smaller buildings, with changes in design, materials and colors, and balcony styles.
5. Per 7.10.4.E.1.c - Architectural design relief has primarily been provided by brick detailing (soldier coursed, chance in color, etc.), base treatments, columns, pilasters and unique fenestration as noted on the elevations.
6. Per 7.10.4.E.1.d - In all instances, stairwells are inset from the face of the building with the intention of de-emphasing them, and making sure they are not featured prominently.
7. Per 7.10.4.E.1.e - Nearly all of the design consists of sloped roofs, but in minor instances there may be a flat roof. In these exceptions, they are terminated with a distinctive finish like a roof extension or a cornice detail.
8. Per 7.10.4.G.3 - All windows in cementitious siding shall be provided with window trim. All windows in masonry shall be recessed inside of the exterior wall treatment.

11 Back Elevation - BLDG 5
SCALE: 1/16" = 1'-0"

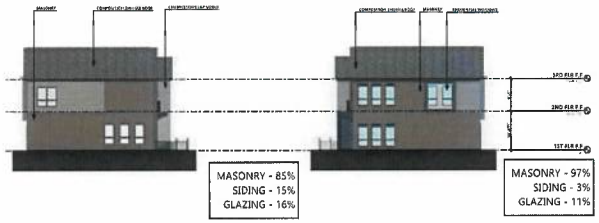
MASONRY - 54%
SIDING - 46%
GLAZING - 16%

13 Back Elevation - BLDG 7
SCALE: 1/16" = 1'-0"

MASONRY - 45%
SIDING - 55%
GLAZING -15%

14 Side Elevations - BLDG 7
SCALE: 1/16" = 1'-0"

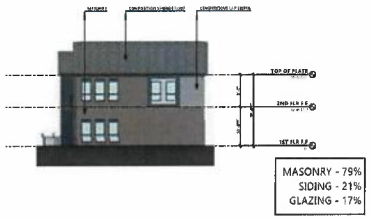
MASONRY - 54%
SIDING -46%
GLAZING - 17%



16 Side Elevations - BLDG 5
SCALE: 1/16" = 1'-0"

MASONRY - 85%
SIDING - 15%
GLAZING - 16%

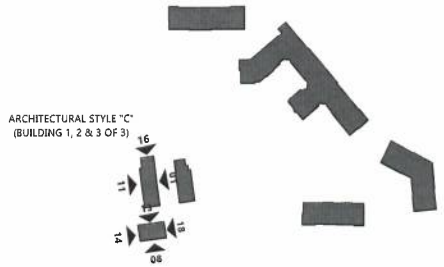
MASONRY - 97%
SIDING - 3%
GLAZING - 11%



18 Side Elevations - BLDG 7
SCALE: 1/16" = 1'-0"

MASONRY - 79%
SIDING - 21%
GLAZING - 17%

ARCHITECTURAL STYLE "C"
(BUILDING 1, 2 & 3 OF 3)



JHP
Architecture/Urban Design, PC
A FIRM WITH A VIBRANT & EXCITING CULTURE RECOGNIZED FOR ELEVATED DESIGN

NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

CARL M. MALCOLM
Registered Architect of the State of: TEXAS
Registration Number: 23379

TRUMONT

3630 Duchess Drive
Denton, TX

Project Number: 2023023
Drawn By: KMM
Issue for:

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Delta	Issue Name	Date

Date: July 15, 2025

To: Angie Manglaris, AICP
Development Review Manager
401 N. Elm Street, Denton, Texas 76201

Re: Specific Use Permit Extension
Olivo Apartments (3630 Duchess Drive)

Dear Angie,

Trumont Group holds the city's vision for growth and community development in the highest regard and remains eager to partner with and make a positive impact in the community.

We respectfully submit this request for a 12-month extension of the Specific Use Permit (SUP) for our multifamily development project, approved by the City Council (SUP23-0005). Despite significant progress, including more than $4,000,000 investment in land acquisition, design, and planning, unforeseen challenges with HUD financing and a volatile 2025 development market have necessitated additional time to secure alternative debt and equity partners. We remain dedicated to delivering the project as approved, aligning with the city's housing and economic development goals outlined in the 2040 Comprehensive Plan.

Our team is enthusiastic about contributing to the city's future and values the opportunity to work closely with you. The enclosed request details our rationale, ongoing efforts, and commitment to maintaining the property during this period. We appreciate your consideration of this extension to October 24, 2026, and welcome any questions or further discussion.

Respectfully,

Griffin S. Neal

Griffin S. Neal
Chief Executive Officer
Trumont Group

ORDINANCE NO. _____

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 TO THE 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)

WHEREAS, Griffin Neal, on behalf of the property owner, TG Duchess Denton LLC., has submitted a request to extend the approval period for the Specific Use Permit ("SUP") for a Multifamily Dwelling use on approximately 22.81 acres within the Suburban Corridor (SC) zoning district, originally approved on October 24, 2023 as Ordinance Number S23-0005b, legally described in **Exhibit "A"** attached hereto and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, Section 2.5.2C.6.b of the Denton Development Code provides for the expiration of a Specific Use Permit if the authorized use or construction is not substantially underway within 24 months after the date of approval unless an extension is granted; and

WHEREAS, Sections 2.5.2 and 2.4.8D of the Denton Development Code authorize the City Council, being the original approval body, to grant an extension of the approval period for a SUP for a period of up to one year for good cause; and

WHEREAS, on September 16, 2025, the City Council conducted a public meeting, and finds that the request meets and complies with all substantive and procedural standards set forth in the Denton Development Code, and is consistent with the Denton Plan 2040; and

WHEREAS, the City Council of the City of Denton, in considering the request for an extension of the SUP previously approved for the Property, has determined that there is good cause to authorize the extension of the approval period for one year and that the requested extension is in the best interest of the health, safety, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said extension 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 approval period for the SUP originally approved as Ordinance S23-0005b is hereby extended until October 24, 2026, which is a period of one year from the date of original expiration, October 24, 2025.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 4. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 5. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

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

PASSED AND APPROVED this the _____ day of _____, 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

BEING a 18.897 acre tract of land situated in the Mary L. Austin Survey, Abstract No. 4, Denton County Texas, being part of Tract 1, a called 22.8092 acre tract of land described in deed to K & C Triple Crown Partners, LP, recorded in Document Number 2012-147876, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the west line of said Tract I, being the northeast corner of Eagle Cove, an addition to the City of Denton according to the plat recorded in Document No. 2021-269, O.P.R.D.C.T., also being in the south right-of-way line of Duchess Drive (60' right-of-way), according to the right-of-way document recorded in Document No. 2002-R0113760, O.P.R.D.C.T.;

THENCE along the south right-of-way of said Duchess Drive, the following courses:

North 89 Degrees 25 Minutes 11 Seconds East, a distance of 270.82 feet to a 5/8 inch iron rod found at the beginning of a tangent curve to the right;

Southeasterly, along said tangent curve to the right having a central angle of 51 Degrees 22 Minutes 22 Seconds, a radius of 270.00 feet, an arc distance of 242.09 feet and a chord bearing and distance of South 64 Degrees 53 Minutes 39 Seconds East, 234.06 feet to a 5/8" iron rod found for corner;

South 39 Degrees 12 Minutes 28 Seconds East, a distance of 264.15 feet to a 5/8 inch iron rod found at the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 50 Degrees 47 Minutes 20 Seconds, a radius of 330.00 feet, an arc distance of 292.52 feet and a chord bearing and distance of South 64 Degrees 36 Minutes 08 Seconds East, 283.04 feet to a 1/2" iron rod found on the east line of the aforementioned Tract 1, being the northeast corner of said 18.897 acre tract;

THENCE South 00 Degrees 39 Minutes 05 Seconds West, departing the south right-of-way line of said Duchess Drive, along said east line of said Tract I, at a distance of 65.98 passing a 1/2" iron rod found for the northwest corner of Tract II, , a called 11.2380 acre tract of land described in deed to K & C Triple Crown Partners, LP, recorded in Document Number 2012-147876, O.P.R.D.C.T., and continuing along the common line between said Tract I and said Tract II, a distance of 660.80 feet to the center of Pecan Creek;

THENCE along the center of said Pecan Creek, the following courses:

South 65 Degrees 24 Minutes 45 Seconds West, a distance of 22.30 feet;

South 83 Degrees 36 Minutes 34 Seconds West, a distance of 31.09 feet;

South 41 Degrees 38 Minutes 09 Seconds West, a distance of 94.16 feet;

North 52 Degrees 34 Minutes 20 Seconds West, a distance of 32.76 feet;

North 80 Degrees 54 Minutes 34 Seconds West, a distance of 36.06 feet;

North 61 Degrees 33 Minutes 29 Seconds West, a distance of 50.72 feet;

North 69 Degrees 24 Minutes 28 Seconds West, a distance of 39.15 feet;

South 89 Degrees 06 Minutes 44 Seconds West, a distance of 47.25 feet;

North 37 Degrees 09 Minutes 55 Seconds West, a distance of 41.09 feet;

North 17 Degrees 33 Minutes 06 Seconds West, a distance of 31.36 feet;

North 28 Degrees 05 Minutes 22 Seconds West, a distance of 62.15 feet;

North 41 Degrees 55 Minutes 43 Seconds West, a distance of 41.87 feet;

South 82 Degrees 14 Minutes 19 Seconds West, a distance of 82.11 feet;

THENCE North 84 Degrees 08 Minutes 12 Seconds West, departing the center of said Pecan Creek, along the remains of a wire fence, at a distance of 442.06 feet passing a found PK Nail in fence post, and continuing for a total distance of 450.12 feet to a point for corner;

THENCE North 01 Degrees 07 Minutes 37 Seconds East, along the west line of said Tract I, at a distance of 6.58 feet passing a found PK Nail in fence post, along the remains of a wire fence, continuing for a total distance of 212.47 feet to a PK Nail found in fence post found at the southeast corner of the aforementioned Eagle Cove subdivision;

THENCE North 01 Degrees 43 Minutes 04 Seconds East, along the west line of said Tract I and the east line of said Eagle Cove subdivision, a distance of 747.92 feet to the **POINT OF BEGINNING** and containing 18.897 acres more or less.

Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.

S25-0009 Olivo Apartments – Extension Request

Angie Manglaris, AICP

Development Review Manager

September 16, 2025

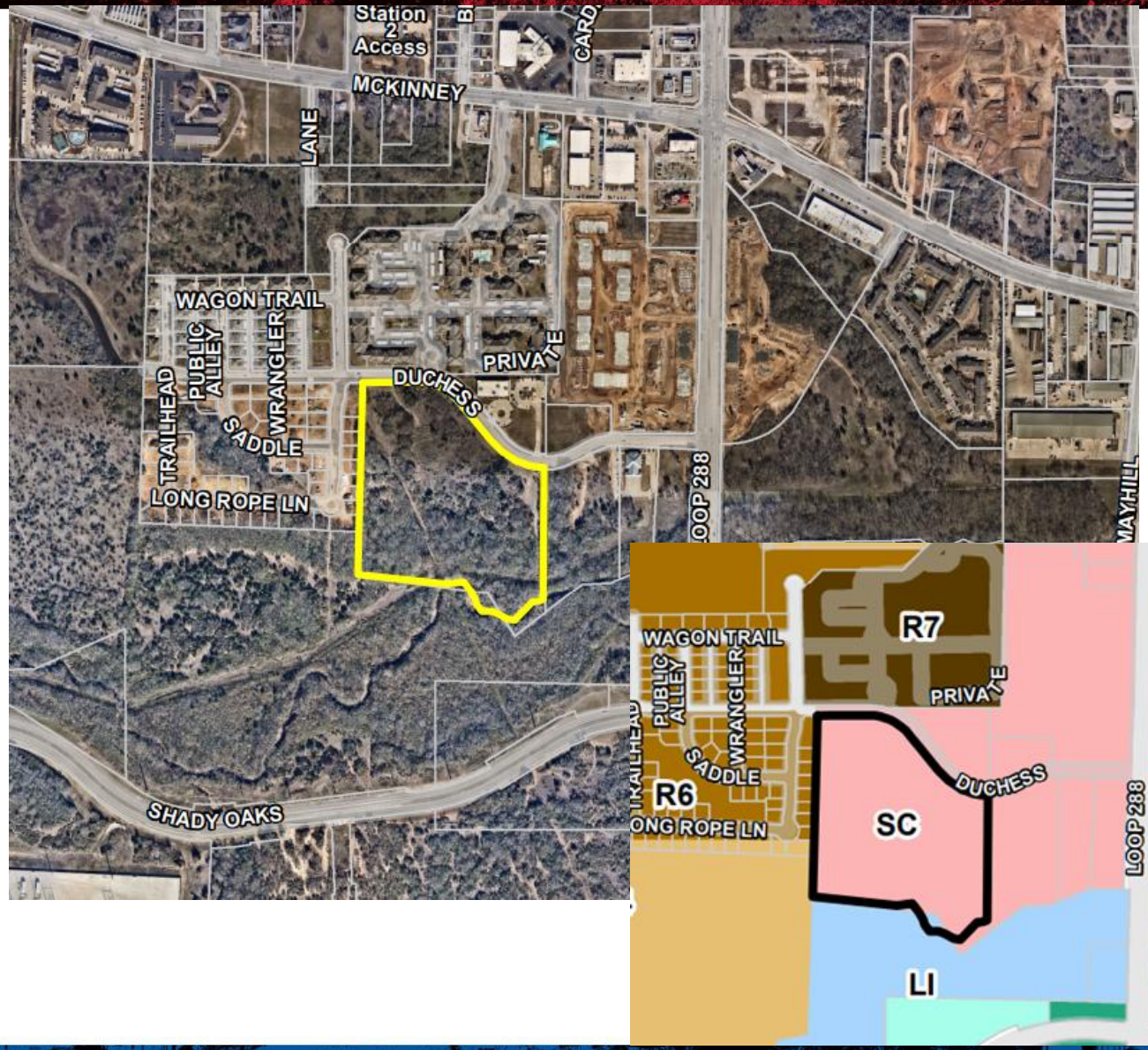
Request & Site Data

Request to extend approval period for a Specific Use Permit (SUP) for a multifamily dwelling use on 22.81 acres of land.

- Zoning: Suburban Corridor
- Currently undeveloped.
- Ordinance S23-0005b approved October 24, 2023

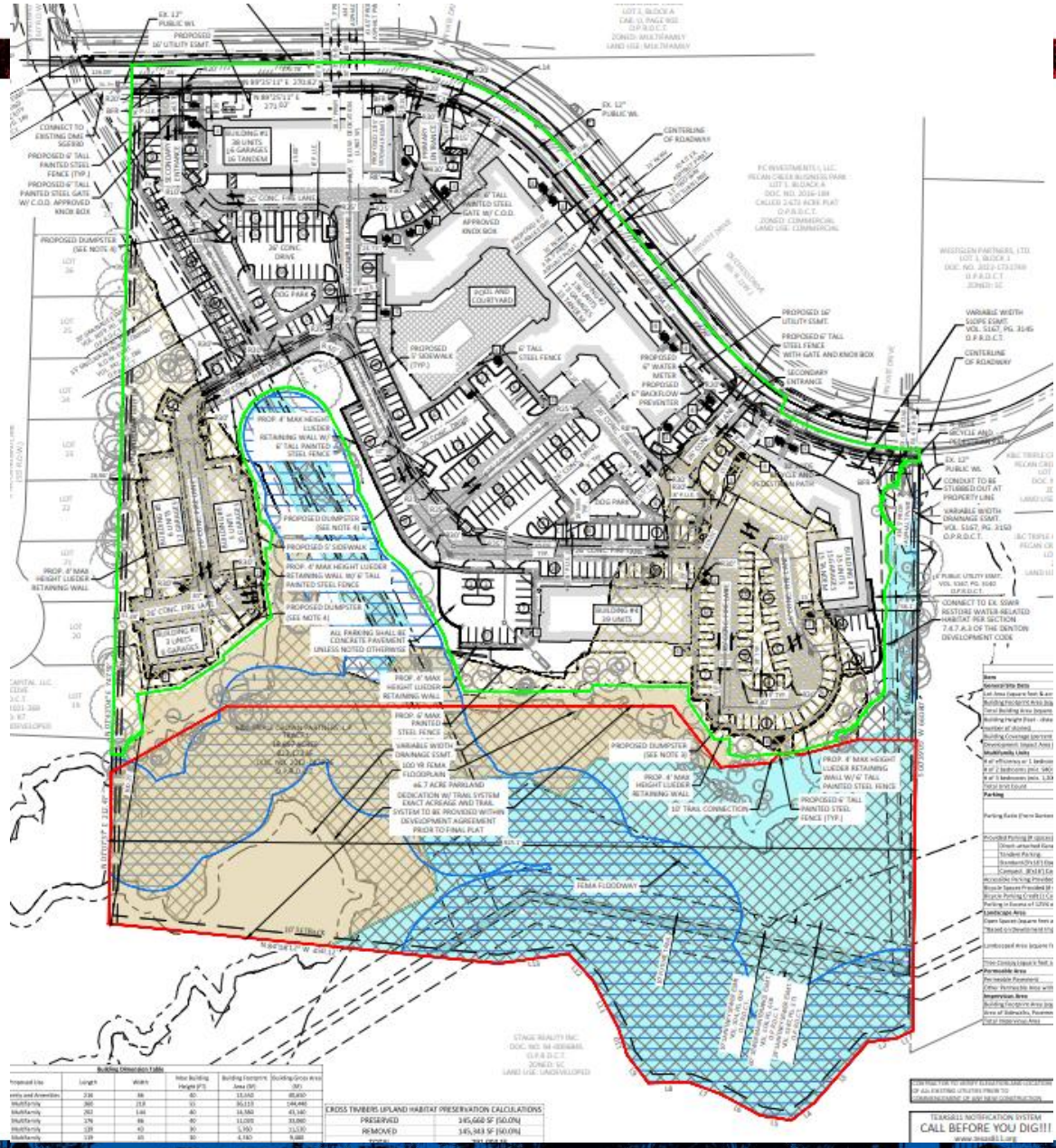
Site located near:

- **Loop 288** – Primary Arterial with four travel lanes (divided)
- **Duchess**– Collector with two travel lanes, 5’ sidewalk along northern portion
- **Surrounding Uses:** Multifamily, Duplex, Developing Single-Family, Professional Offices



S23-0005b Approval

- **Dwelling Units:** 262 1-,2- and 3-bedroom units
- **Buildings:** 7 buildings; 4 low-rise multifamily & 3 townhome style cottages
- **Parking**: 448 vehicular parking and 114 bicycle parking spaces provided.
- **Design**: Buildings frame Duchess Drive entryways with parking situated in the rear.
- **Pedestrian Circulation:** Internal pathways connecting to on-site amenities and future trail connections.
- **Amenities**: Dog parks, passive and active open space, pool and amenity center
- **Potential Parkland Dedication**: Approximately 6.7 acres of ESA land intended to be kept in its natural state and dedicated to the City.



S23-0005b Expiration

- **DDC 2.5.2C.6.b**: SUPs expire **24 months after approval** (October 24, 2024) unless the use or construction is substantially underway by that time.
  - Applicant has submitted one set of Civil Engineering Plans for review but has not made substantial progress towards construction.

- The original approving body may grant an extension of the approval period for **up to 1 year** for good cause.
  - Delays in progress attributed to HUD funding challenges and a volatile 2025 development market.

Recommendation

Staff recommends approval of this request. If approved, the requested extension would be valid through **October 24, 2026**.

Questions?

File #: ID 25-1544, **Version:** 1

AGENDA CAPTION

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.

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: September 16, 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, 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.

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 on January 1, 2026. 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.

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

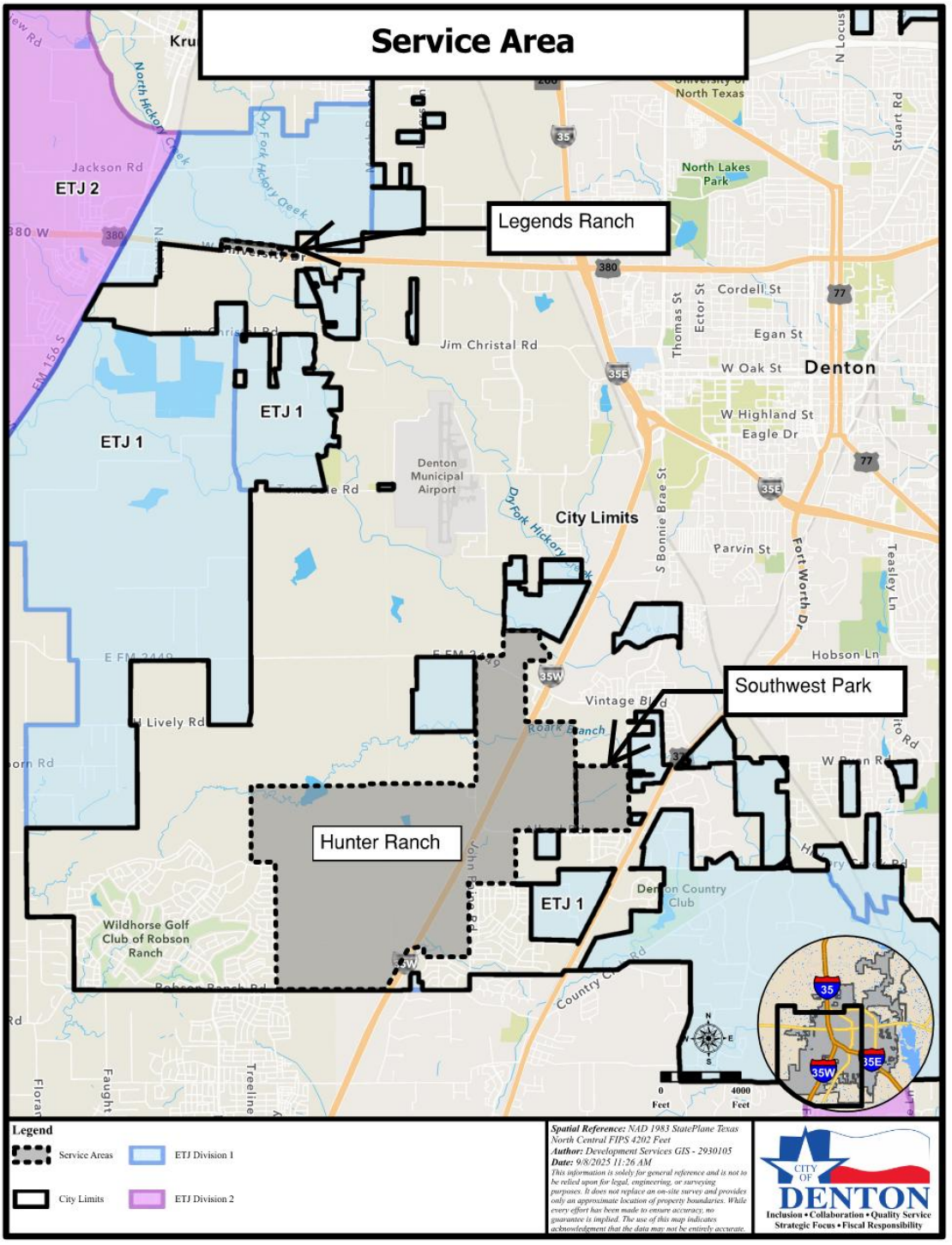


EXHIBIT B

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

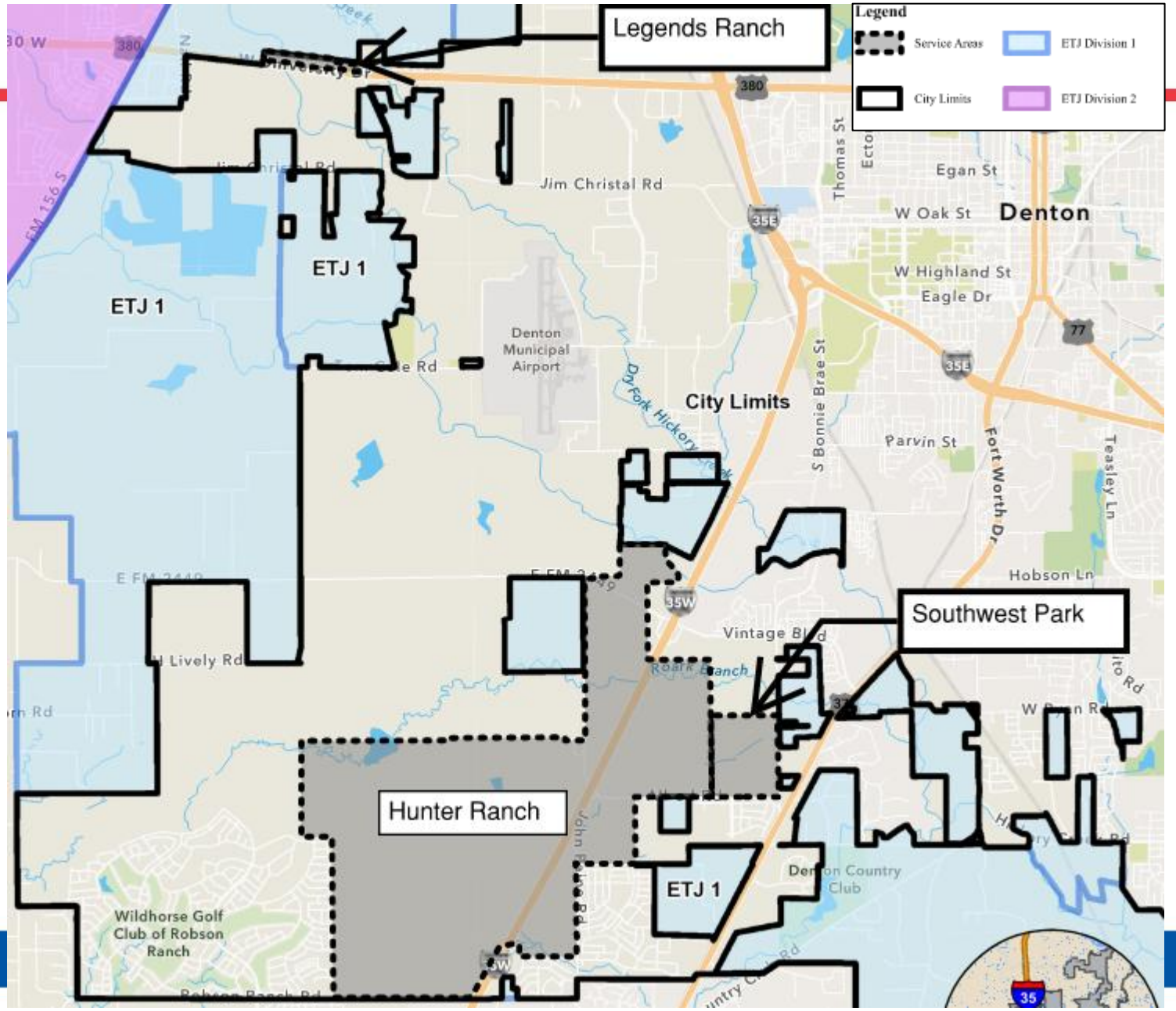
September 16, 2025

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.
- If approved, the Franchise agreement is in effect 30 days after final adoption of ordinance (January 1, 2026).
- Staff recommends approval of the proposed ordinance
  - Continue the ordinance approvals for the next two regular meetings (October 21 and December 2)

Questions?

File #: ID 24-2624, **Version:** 1

AGENDA CAPTION

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.

Taxpayer Impact Statement	FY 2025 Proposed	FY 2026 Adopted	FY 2026 No-New-Revenue Tax Rate
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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

Consider 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.

BACKGROUND

A workshop to present the details of the FY 2025-26 proposed budget to the City Council was conducted on August 9, 2025. The City Council discussed the proposed budget during work sessions on August 19, 2025 and September 9, 2025. A public hearing on the proposed budget was held on September 9, 2025.

The FY 2025-26 budget expenditures are summarized by fund in the attached ordinance. Following discussion at the budget workshop, staff updated the Legends MUD fund appropriation to $204,500 due to a revised revenue estimate, which is an increase of $57,000 from the previously presented amount of $147,000 on August 9th. All other budgeted funds remain as previously presented.

RECOMMENDATION

Staff recommends adoption of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The proposed fiscal year 2025-26 utility budgets were presented to the Public Utilities Board on July 28, 2025 and recommended 6-0. A workshop to present the details of the city-wide FY 2025-26 proposed budget to the City Council was conducted on August 9, 2025. A public hearing on the proposed budget was held on September 9, 2025. In addition, a public hearing was held on the proposed tax rate on September 9, 2025.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Presentation
Exhibit 4 - City Manager's Proposed Budget - August Budget Workshop

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
(940) 349-8127

ORDINANCE NO. _____

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.

WHEREAS, notice of a public hearing on the Annual Program of Services for the City of Denton, Texas, for the Fiscal Year 2025-2026 (Budget) was heretofore published on August 30, 2025, which was not earlier than the 30th, or later than the 10th day before the date of said public hearing and such other notice was given in accordance with all applicable law; and

WHEREAS, the proposed Budget was filed with the City Secretary and posted on the City's Internet website in accordance with all applicable law; and

WHEREAS, a public hearing on said Budget was duly held on September 9, 2025, and all interested persons were given an opportunity to be heard for or against any item thereof; and

WHEREAS, on July 28, 2025, the Public Utilities Board recommended the Electric, Water, Wastewater, and Solid Waste utility operations budgets and capital improvements to be constructed during the coming year; 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 Budget for the City of Denton, Texas, for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, prepared by the City Manager and filed with the City Secretary, as amended by the City Council, is hereby approved and adopted, a copy of which Budget is attached hereto and incorporated by reference herein.

SECTION 3. The City Council hereby appropriates from available resources to the following funds:

EXPENDITURES	2025-2026 ADOPTED
General Fund	$ 218,824,966
General Debt Service Fund	143,561,695
Electric Fund	509,582,231
Water Fund	62,799,520
Wastewater Fund	51,361,578
Solid Waste Fund	45,353,673
Airport Fund	2,585,416
Customer Service Fund	11,873,598
Technology Services Fund	25,051,383
Materials Management Fund	20,934,363
Fleet Management Fund	18,663,445
Risk Retention Fund	8,327,477
Health Insurance Fund	43,900,363
Engineering Services Fund	13,314,400
Facilities Management Fund	8,459,548
Street Improvement Fund	23,432,130
Tourist & Convention Fund	5,061,486
Police Confiscation Fund	756,180
Environmental Services Fund	5,815,738
Catalyst Fund	2,150,000
Parks Gas Well Fund	70,000
Tree Mitigation Fund	1,000,000
Public Education Government Fund	500,000
McKenna Trust Fund	20,000
Park Land Dedication Trust Fund	1,000,000
Park Development Trust Fund	1,000,000
Downtown Tax Increment Financing Fund	1,542,251
Westpark Tax Increment Financing Fund	474,006
Sustainability Framework Fund	1,050,150
Roadway Impact Fee Fund	5,000,000
Water Impact Fees	1,732,674
Wastewater Impact Fees	8,858,946
Donation Special Revenue Funds	280,500
Tourism Public Improvement District	1,203,334
Legends Municipal Utility District	204,500
TOTAL OPERATING EXPENDITURES	$ 1,245,745,551
Grant Program	61,069,582
Capital Improvements Program	1,244,443,000
TOTAL EXPENDITURES	$ 2,551,258,133

SECTION 4. The City Council approves the capital improvements proposed to be constructed during the forthcoming year, which are incorporated in the 2025-2026 Budget.

SECTION 5. The Budget includes certain unlisted, authorized and unpaid encumbrances from the prior fiscal year to be carried over to the 2025-2026 Budget as determined by the City Manager or their designee.

SECTION 6. The City Council hereby ratifies all prior transfers made under the direction of the City Manager for the current and prior fiscal years pursuant to Article VIII, Section 8.07 of the City Charter of the City of Denton. At any time during the fiscal year, the City Manager may transfer any part of the unencumbered appropriation balance or the entire balance thereof between programs or general classifications or expenditures within a fund that has been appropriated by the City Council. For the purpose of this Ordinance, the City Council defines an organizational unit as set forth in Article VIII, Section 8.07 of the City Charter, to be a fund that has been appropriated by the City Council.

SECTION 7. The City Manager, or designee, shall cause copies of the Budget to be filed with the City Secretary, County Clerk of Denton County, and the State Comptroller of Public Accounts in Austin, Texas, and shall ensure a copy of the budget, including the budget cover page reflecting the rate adopted herein, and the record vote, in accordance with Texas Local Government Code Sections 102.007 and 102.008, is posted on the City's website at least until the first anniversary of the effective date of this ordinance.

SECTION 8. This Ordinance shall become effective immediately upon its passage and approval at a regular meeting of the City Council of the City of Denton, Texas, on this the 16th day of September 2025, at which meeting a quorum was present and the meeting was held in accordance with the provisions of Tex. Gov't Code § 551.001, *et. seq.* The City Secretary is hereby directed to record this Ordinance and the vote to adopt the Budget.

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:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____ Susan Keller Digitally signed by Susan Keller Date: 2025.09.08 21:52:36 -05'00'

FY 2025-26 Budget Adoption

September 16, 2025

Fiscal Year 2025-26

Property Tax Rate

City Manager's Proposed Tax Rate		
Maintenance & Operation	$0.334780 / $100	**(unchanged)**
Debt Service	$0.260640 / $100	**(increase $0.01)**
Total Proposed Tax Rate	**$0.595420 / $100**	
No New Revenue Rate	$0.554279 / $100	
Published Max Tax Rate	$0.605420 / $100	
Voter Approval Rate	$0.610157 / $100	

Fiscal Year 2025-26

Assessed Values & Tax Rate History

Fiscal Year	Certified Assessed Value*	Operations & Maintenance Rate	Debt Service Rate	Total Tax Rate	
2020-21	$ 13,581,648,271	0.380364	0.210090	0.590454	
2021-22	14,403,105,063	0.350444	0.215379	0.565823	
2022-23	16,764,866,572	0.356432	0.204250	0.560682	
2023-24	19,287,823,297	0.354780	0.205902	0.560682	
2024-25	21,246,581,740	0.334780	0.250640	0.585420	
2025-26	$ 22,755,601,832	0.334780	0.260640	0.595420	***Proposed Rate***

* Excludes TIRZ, includes frozen values

- The proposed budget includes a tax rate equal to $0.595420. Of this amount, $0.334780 is provided to maintenance and operation expense and $0.260640 for debt.
- The maintenance and operations rate is unchanged, and the debt service rate is proposed to increase by $0.01.
- The average residential homestead is estimated to see a $7/month or $84/year increase in their City property taxes.

Fiscal Year 2025-26

Residential Tax Bill Impact

Fiscal Year	2025	2026	Comments
Tax Impact			
Tax Rate	$0.585420	$0.595420	$0.01 Increase
Average Taxable Value	$379,836	$386,698	$6,862 Increase
Average Tax Bill	**$2,224**	**$2,302**	**$78 Annual Increase**
Utility Impact			
Water	$617	$635	3% Increase
Wastewater	$500	$555	11% Increase
Electric	$1,648	$1,648	No Base Rate Increase
Solid Waste	$305	$305	No Base Rate Increase
Average Utility Bill	**$3,070**	**$3,143**	**$73 Annual Increase**
Total Average Bill	**$5,294**	**$5,445**	**$151 Annual Increase**

* Utility impact based on 9,000 average gallons (water), 5,400 gallons (wastewater), 1,000 kWh (electric), and 95 gal. cart (solid waste & recycling).

Fiscal Year 2025-26

General Fund - Revenues

	2023-24 ACTUALS	2024-25 ESTIMATES	2025-2026 PROPOSED	FY 2026-27 PROJECTED	FY 2027-28 PROJECTED	FY 2028-29 PROJECTED	FY 2029-30 PROJECTED
Beginning Fund Balance	**$ 44,749,871**	**$ 42,353,136**	**$ 42,508,217**	**$ 42,508,217**	**$ 44,646,467**	**$ 49,182,379**	**$ 53,758,009**
Property Tax	66,281,546	67,804,582	72,012,306	74,172,675	76,397,856	77,925,813	79,484,329
Sales Tax	57,074,842	60,164,000	62,944,986	64,833,336	66,778,336	68,113,903	69,476,181
Other Taxes	566,827	502,136	566,134	583,118	600,611	612,623	624,876
Licenses and Permits	5,561,811	6,956,839	6,846,632	7,052,031	7,263,592	7,408,864	7,557,042
Franchise Fees & ROI	17,534,987	24,679,488	32,194,374	33,160,205	34,155,011	34,838,112	35,534,874
Fines and Fees	2,525,000	2,527,452	2,528,462	2,604,316	2,682,446	2,736,095	2,790,817
Service Fees	12,420,160	13,020,436	12,866,937	13,252,945	13,650,534	13,923,544	14,202,015
Investment Income	3,567,673	2,742,602	2,618,775	2,697,338	2,778,258	2,833,824	2,890,500
Intergovernmental Revenue	3,530,952	3,169,666	3,571,740	3,678,892	3,789,259	3,865,044	3,942,345
Other Revenues	688,630	422,332	719,846	741,442	763,685	778,959	794,538
Transfers	16,903,268	20,710,051	21,954,773	22,613,416	23,291,819	23,757,655	24,232,808
Total Revenue	**$ 186,655,696**	**$ 202,699,585**	**$ 218,824,966**	**$ 225,389,715**	**$ 232,151,406**	**$ 236,794,435**	**$ 241,530,323**

Fiscal Year 2025-26

General Fund - Expenditures

	2023-24 ACTUALS	2024-25 ESTIMATES	2025-26 PROPOSED	FY 2026-27 PROJECTED	FY 2027-28 PROJECTED	FY 2028-29 PROJECTED	FY 2029-30 PROJECTED
Personnel Services	$ 132,516,995	$ 142,946,395	$ 151,582,811	$ 154,614,467	$ 157,706,757	$ 160,860,892	$ 164,078,110
Materials & Supplies	4,066,883	4,442,079	4,617,746	4,710,101	4,804,303	4,900,389	4,998,397
Maintenance & Repair	1,926,679	2,128,311	2,349,279	2,396,265	2,444,190	2,493,074	2,542,935
Insurance	3,920,723	4,521,766	3,868,485	3,945,855	4,024,772	4,105,267	4,187,373
Miscellaneous	2,820,794	3,044,578	2,503,462	2,553,531	2,604,602	2,656,694	2,709,828
Operations	23,326,252	20,340,778	25,386,802	25,894,538	26,412,429	26,940,677	27,479,491
Fixed Assets	661,455	467,371	477,588	487,140	496,883	506,820	516,957
Capital Transfers	1,062,502	1,451,450	1,063,450	1,084,719	1,106,413	1,128,542	1,151,112
Interfund Transfers	18,778,627	23,201,776	26,975,343	27,514,850	28,065,147	28,626,450	29,198,979
Total Expenditures	**$ 189,080,910**	**$ 202,544,503**	**$ 218,824,966**	**$ 223,201,465**	**$ 227,665,495**	**$ 232,218,805**	**$ 236,863,181**
Ending Fund Balance	**$ 42,324,656**	**$ 42,508,217**	**$ 42,508,217**	**$ 44,696,467**	**$ 49,182,379**	**$ 53,758,009**	**$ 58,425,151**
Change in Fund Balance	(2,425,215)	155,081	-	2,188,250	4,485,912	4,575,630	4,667,143
Fund Balance as % of Total Expenditures	22.38%	21.00%	19.43%	20.03%	21.60%	23.15%	24.70%

Fiscal Year 2025-26

Internal Service Funds

Internal Service Funds are used to account for the financing of goods or services provided by one department to another department within the same organization.

Fund Description	FY 2025 Adopted Budget	FY 2026 Proposed Budget
Customer Service Fund	$ 11,965,917	$ 11,873,598
Technology Services Fund	25,100,222	25,051,383
Materials Management Fund	20,890,460	20,934,363
Fleet Management Fund	17,797,472	18,663,445
Facilities Management Fund	8,418,765	8,459,548
Risk Management Fund	8,855,546	8,327,477
Engineering Services Fund	13,521,518	13,314,400
Environmental Services Fund	6,145,567	5,815,738
Total:	**$112,695,467**	**$ 110,439,952**

Fiscal Year 2025-26

Special Revenue Funds

Fund Description	FY 2025 Adopted Budget	FY 2026 Proposed Budget
McKenna Trust Fund	$ 20,000	$ 20,000
Park Land Dedication Trust Fund	1,000,000	1,000,000
Park Development Trust Fund	1,000,000	1,000,000
Downtown TIRZ	1,542,251	1,542,251
Westpark TIRZ	3,522,650	474,006
Sustainability Framework Fund	800,000	1,050,150
Donation Funds	227,500	280,500
Legends Municipal Utility District Fund	169,250	204,500
Tourism Public Improvement District Fund	1,103,385	1,203,334
Water Impact Fees Fund	1,635,340	1,732,674
Wastewater Impact Fees Fund	2,990,345	8,858,946
Health Insurance Fund	42,196,727	43,900,363
Tourist and Convention Fund	4,536,104	5,411,486
Street Improvement Fund	20,532,635	23,432,130
Catalyst Fund	1,150,000	2,150,000
Tree Fund	1,000,000	1,000,000
Total:	**$ 83,426,187**	**$ 93,240,340**

Fiscal Year 2025-26

Airport – 5 Year Forecast

	2023-24 Actuals	2024-25 Budget	2024-25 EOY Estimate	2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	**$ 3,284,052**	**$ 3,098,380**	**$ 3,215,342**	**$ 3,194,840**	**$ 3,194,840**	**$ 4,228,366**	**$ 4,399,758**	**$ 4,557,209**
Land Leases	870,328	800,331	1,082,581	1,335,139	1,355,166	1,375,494	1,396,126	1,417,068
Hangar Leases	157,065	170,400	171,375	199,800	199,800	199,800	199,800	199,800
Fuel Flowage Fees	288,979	260,000	234,974	300,000	300,000	300,000	300,000	300,000
FBO Hangar/Tiedown Commissions	328,238	275,000	300,986	300,000	309,000	318,270	327,818	337,653
Miscellaneous Revenues	10,390	2,000	89,018	40,250	41,458	42,701	43,982	45,302
Agriculture Leases	2,331	2,331	1,748	2,331	2,331	2,331	2,331	2,331
Gas Well Royalties & Leases	239,355	350,000	215,003	200,000	180,000	162,000	145,800	131,220
Other Revenue	345,696	196,509	319,486	207,896	1,152,939	295,986	307,983	319,005
Transfers From General Fund	-	-	-	-	-	-	-	-
Total Revenues	**$ 2,242,381**	**$ 2,056,571**	**$ 2,415,171**	**$ 2,585,416**	**$ 3,540,693**	**$ 2,696,581**	**$ 2,723,840**	**$ 2,752,378**
Use of Reserves	$ 127,377	$ 545,655	$ 20,502	$ -	$ -	$ -	$ -	$ -
Total Resources	**$ 2,369,758**	**$ 2,602,226**	**$ 2,435,673**	**$ 2,585,416**	**$ 3,540,693**	**$ 2,696,581**	**$ 2,723,840**	**$ 2,752,378**
Personnel Services	848,082	851,660	864,134	856,713	878,131	900,084	922,586	945,651
Materials & Supplies	12,770	23,720	16,685	9,700	9,894	10,092	10,294	10,500
Maintenance & Repair	8,868	60,100	15,120	33,550	34,221	34,905	35,604	36,316
Insurance	44,579	49,984	49,984	47,669	49,099	50,572	52,089	53,652
Operations	127,998	263,899	86,887	258,418	266,171	274,156	282,380	290,852
Cost of Service - General Fund	276,423	284,716	284,716	301,325	310,365	319,676	329,266	339,144
Cost of Service - Other	233,188	316,492	316,492	268,336	276,386	284,678	293,218	302,015
Transfer to Capital Projects	-	-	-	64,055	-	-	-	-
Debt Service	806,779	751,655	751,655	745,650	682,900	651,025	640,950	641,100
Subtotal Operating	**2,358,685**	**2,602,226**	**2,385,673**	**2,585,416**	**2,507,166**	**2,525,187**	**2,566,387**	**2,619,228**
Gas Well - Other	11,070	-	50,000	-	-	-	-	-
Total Expenditures	**$ 2,369,758**	**$ 2,602,226**	**$ 2,435,673**	**$ 2,585,416**	**$ 2,507,168**	**$ 2,525,189**	**$ 2,566,389**	**$ 2,619,230**
Ending Fund Balance	**$ 3,156,675**	**$ 2,552,725**	**$ 3,194,840**	**$ 3,194,840**	**$ 4,228,366**	**$ 4,399,758**	**$ 4,557,209**	**$ 4,690,357**
Change in Fund Balance	**$ (127,377)**	**$ (545,655)**	**$ (20,502)**	**$ -**	**$ 1,033,525**	**$ 171,392**	**$ 157,451**	**$ 133,148**
Fund Balance as % of Total Expenditures	**133.21%**	**98.10%**	**131.17%**	**123.57%**	**168.65%**	**174.23%**	**177.57%**	**179.07%**

Forecast includes mid-year rate increases approved by council during the current fiscal year.

Fiscal Year 2025-26

Electric – 5 Year Forecast

	2023-24 Actuals	2024-25 Budget	2024-25 EOY Estimate	2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	**$ 99,845,101**	**$ 114,148,221**	**$ 112,128,803**	**$ 110,368,104**	**$ 127,416,893**	**$ 152,997,168**	**$ 187,932,173**	**$ 236,044,858**
Rate Revenues								
Base Rate Revenue	$ 131,971,282	$ 189,839,592	$ 118,741,182	$ 139,864,728	$ 154,659,166	$ 171,731,777	$ 190,739,787	$ 211,109,610
TCRF Revenue	10,751,806	30,286,099	23,853,789	51,111,143	58,591,788	61,521,377	64,597,446	67,827,318
ECA Revenue	67,333,794	86,122,202	80,382,787	233,486,208	295,481,390	344,575,738	345,527,465	340,758,721
Non-rate Revenue	40,224,302	31,880,385	39,612,888	35,578,131	36,645,475	37,744,839	38,877,184	40,043,500
DEC Revenue	19,621,032	52,674,627	53,357,473	65,690,445	66,069,624	65,214,984	63,814,594	62,977,501
Interfund Transfers	1,609,740	1,680,870	1,845,909	900,365	927,376	955,197	983,853	1,013,369
Total Revenue	**$ 271,511,955**	**$ 392,483,775**	**$ 317,794,028**	**$ 526,631,020**	**$ 612,374,818**	**$ 681,743,912**	**$ 704,540,330**	**$ 723,730,018**
Purchased Power	$ 109,891,615	$ 181,498,874	$ 130,072,315	$ 288,316,607	$ 346,553,720	$ 394,529,822	$ 393,975,620	$ 388,318,484
Transmission of Power	26,013,621	27,284,774	29,064,216	45,695,176	52,416,950	55,037,798	57,789,688	60,679,172
Personnel Services	24,660,768	29,214,928	24,916,278	29,473,911	30,358,129	31,268,872	32,206,939	33,173,147
Materials & Supplies	2,462,230	4,086,780	2,651,568	2,442,104	2,515,367	2,590,828	2,668,553	2,748,610
Maintenance & Repair	2,300,968	2,267,010	1,696,005	1,680,332	1,730,742	1,782,664	1,836,144	1,891,228
Insurance	1,947,434	4,475,159	1,524,402	1,453,738	1,497,350	1,542,271	1,588,539	1,636,195
Administrative Cost	22,845,793	33,120,822	21,897,726	34,480,288	39,673,263	43,688,998	45,268,492	46,648,496
Miscellaneous	1,434,746	1,049,100	1,023,590	1,031,615	1,062,563	1,094,440	1,127,274	1,161,092
Operations	9,831,688	13,465,119	8,659,927	12,279,294	12,647,673	13,027,103	13,417,916	13,820,454
Debt Service Transfers	69,300,914	76,159,518	76,693,095	71,913,276	75,357,668	78,667,360	82,354,168	79,951,386
Interfund Transfers	18,950,955	19,170,589	19,170,588	19,340,890	19,921,117	20,518,750	21,134,313	21,768,342
Transfers to Capital Projects	853,420	2,185,017	2,185,017	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000
Total Expenditures	**$ 290,494,152**	**$ 393,977,690**	**$ 319,554,727**	**$ 509,582,231**	**$ 586,794,542**	**$ 646,808,907**	**$ 656,427,645**	**$ 654,856,605**
Ending Fund Balance	**$ 112,128,803**	**$ 112,654,306**	**$ 110,368,104**	**$ 127,416,893**	**$ 152,997,168**	**$ 187,932,173**	**$ 236,044,858**	**$ 304,918,271**
Change in Fund Balance (Use of Reserves)	**$ (18,982,196)**	**$ (1,493,915)**	**$ (1,760,699)**	**$ 17,048,789**	**$ 25,580,276**	**$ 34,935,005**	**$ 48,112,685**	**$ 68,873,413**
Rate Increases								
Base Rate				0.0%	6.5%	7.0%	7.0%	6.5%
Working Capital (8%) & Op Reserves (>38%)	**$ 133,627,310**	**$ 181,229,737**	**$ 146,995,174**	**$ 234,407,826**	**$ 269,925,489**	**$ 297,532,097**	**$ 301,956,717**	**$ 301,234,038**
Working Capital (8%) & Op Reserves (>61%)	**$ 200,440,965**	**$ 271,844,606**	**$ 220,492,762**	**$ 351,611,739**	**$ 404,888,234**	**$ 446,298,146**	**$ 452,935,075**	**$ 451,851,058**
Ending Fund Balance Minimum Target Met	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**	**YES**
Debt Service Coverage Ratio (DSCR)	1.07	1.44	1.29	1.74	1.91	2.04	2.17	2.48

Fiscal Year 2025-26

Solid Waste – 5 Year Forecast

	2023-24 Actuals	2024-25 Budget	2024-25 EOY Estimate	2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	**$ 11,697,148**	**$ 10,806,539**	**$ 12,248,136**	**$ 12,533,781**	**$ 12,533,781**	**$ 9,262,649**	**$ 7,735,854**	**$ 7,023,642**
Resources								
Rate Revenues	$ 34,815,307	$ 35,754,289	$ 35,170,571	$ 37,972,656	$ 40,089,632	$ 42,324,629	$ 43,594,367	$ 44,902,198
Wholesale Agreements	4,005,845	5,296,940	5,296,940	5,521,140	5,521,140	5,521,140	5,521,140	5,521,140
Non-Rate Revenues	2,106,304	2,468,058	2,780,884	1,859,877	1,889,464	1,916,927	1,946,068	1,977,006
Use of Reserves	-	-	-	-	3,271,133	1,526,795	712,211	-
Total Resources	**$ 40,927,456**	**$ 43,519,287**	**$ 43,248,395**	**$ 45,353,673**	**$ 50,771,368**	**$ 51,289,491**	**$ 51,773,787**	**$ 52,400,345**
Expenditures								
Personnel Services	$ 13,869,421	$ 14,468,792	$ 13,837,394	$ 14,210,046	$ 14,636,347	$ 15,075,438	$ 15,527,701	$ 15,993,532
Materials & Supplies	511,714	748,667	508,566	509,831	525,126	540,880	557,106	573,819
Maintenance and Repair	223,662	260,266	286,685	247,035	254,446	262,079	269,942	278,040
Insurance	717,541	696,804	696,804	664,506	684,441	704,974	726,124	747,907
Miscellaneous Expense	33,061	43,320	40,419	33,085	34,078	35,100	36,153	37,237
Operations	8,048,133	7,810,415	8,363,044	8,511,170	8,766,505	9,029,500	9,300,385	9,579,397
Cost of Service Transfers	6,272,473	8,442,354	8,442,354	7,198,011	7,413,951	7,636,370	7,865,461	8,101,425
Fixed Assets	779,707	1,015,337	754,151	966,576	995,573	1,025,440	1,056,204	1,087,890
Vehicle Replacement	1,425,000	1,870,000	1,870,000	3,463,000	5,995,000	5,870,850	5,400,000	3,481,000
Revenue Funded Capital	1,627,707	-	-	-	-	-	-	-
Closure/Post Closure	752,628	752,631	752,631	946,819	1,256,748	1,334,760	1,417,174	1,504,220
Debt Service	4,775,075	5,269,872	5,269,872	6,417,619	7,957,598	7,454,998	7,228,864	7,146,077
Franchise Fees	2,003,512	2,140,829	2,140,829	2,185,975	2,251,554	2,319,101	2,388,674	2,460,334
Total Expenditures	**41,039,634**	**43,519,287**	**42,962,750**	**45,353,673**	**50,771,368**	**51,289,491**	**51,773,787**	**50,990,879**
Ending Fund Balance	**$ 11,584,970**	**$ 10,806,539**	**$ 12,533,781**	**$ 12,533,781**	**$ 9,262,649**	**$ 7,735,854**	**$ 7,023,642**	**$ 8,433,108**
Net Change	$ (112,178)	$ -	$ 285,645	$ 0	$ (3,271,133)	$ (1,526,795)	$ (712,211)	$ 1,409,466
Revenue Sufficiency Requirement	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**2.5%**	**2.5%**	**0.0%**	**0.0%**
Target Reserves								
Wrking Cptl - 8% / Op Reserve Target - 6%	**$ 5,745,549**	**$ 6,092,700**	**$ 6,014,785**	**$ 6,349,514**	**$ 7,107,992**	**$ 7,180,529**	**$ 7,248,330**	**$ 7,138,723**
Wrking Cptl - 8% / Op Reserve Target - 10%	**$ 7,387,134**	**$ 7,833,472**	**$ 7,733,295**	**$ 8,163,661**	**$ 9,138,846**	**$ 9,232,108**	**$ 9,319,282**	**$ 9,178,358**
Ending Fund Balance Target Met	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**No**	**Yes**

Fiscal Year 2025-26

Water – 5 Year Forecast

	2023-24 Actuals	2024-25 Budget	2024-25 EOY Estimate	2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	**$ 38,986,361**	**$ 43,324,871**	**$ 43,229,553**	**$ 44,067,966**	**$ 40,435,802**	**$ 39,880,613**	**$ 39,132,269**	**$ 38,248,183**
Rate Revenues								
Residential Water Sales	$ 22,970,067	$ 23,684,799	24,512,591	$ 26,729,134	$ 29,188,214	$ 32,480,645	$ 36,144,462	$ 39,469,752
Commercial Water Sales	20,834,188	23,472,151	22,541,921	24,053,182	26,266,075	29,228,888	32,525,907	35,518,290
Wholesale - Raw Water	1,067,876	1,688,223	107,307	54,500	59,514	66,227	73,698	80,478
Wholesale - Treated Water	618,084	665,946	770,030	3,004,328	3,280,727	3,650,793	4,062,602	4,436,361
Non-Rate Revenues	1,187,674	1,093,820	1,281,765	1,277,070	1,325,213	1,395,122	1,469,913	1,528,292
Interfund Transfers	3,693,127	3,803,921	3,803,921	2,944,874	3,033,220	3,124,217	3,217,943	3,314,482
Interest Income	1,771,248	1,226,964	1,226,964	1,104,268	1,137,396	1,171,517	1,206,663	1,242,863
Total Revenue	**$ 52,142,264**	**$ 55,635,824**	**$ 54,244,499**	**$ 59,167,356**	**$ 64,290,359**	**$ 71,117,409**	**$ 78,701,187**	**$ 85,590,518**
Purchased Power	$ 1,987,888	$ 1,481,328	$ 2,095,120	$ 2,212,016	$ 2,278,376	$ 2,346,728	$ 2,417,130	$ 2,489,643
Purchased Water	1,776	3,000	2,000	2,060	2,122	2,185	2,251	2,319
Personnel Services	10,461,688	13,144,979	10,741,744	13,616,587	14,025,085	14,445,837	14,879,212	15,325,589
Materials and Supplies	3,202,244	4,781,574	3,608,387	4,739,332	4,881,512	5,024,253	5,174,981	5,330,230
Maintenance and Repair	2,874,264	1,868,402	2,291,813	2,882,140	2,968,604	3,057,662	3,149,392	3,243,874
Insurance	442,337	519,789	521,788	495,690	510,561	525,878	541,654	557,903
Administrative Cost	3,842,717	4,208,445	4,153,421	4,761,342	4,997,535	5,561,257	6,188,567	6,757,915
Miscellaneous Expense	54,932	112,865	55,091	55,288	55,447	55,610	55,778	55,952
Operations	2,921,092	3,963,028	2,667,919	4,281,631	4,410,080	4,542,382	4,678,654	4,819,013
Debt Service Transfers	11,771,059	14,571,614	15,699,435	18,537,125	20,015,810	25,351,157	31,234,424	36,110,628
Capital Transfers	2,234,857	430,562	430,562	1,332,500	524,000	475,000	475,000	475,000
Interfund Transfers	8,104,219	10,514,188	11,138,807	9,883,809	10,176,417	10,477,803	10,788,230	11,107,970
Total Expenditures	**$ 47,899,072**	**$ 55,635,824**	**$ 53,406,086**	**$ 62,799,520**	**$ 64,845,548**	**$ 71,865,753**	**$ 79,585,273**	**$ 86,276,037**
Ending Fund Balance	**$ 43,229,553**	**$ 43,324,871**	**$ 44,067,966**	**$ 40,435,802**	**$ 39,880,613**	**$ 39,132,269**	**$ 38,248,183**	**$ 37,562,664**
Change in Fund Balance (Use of Reserves)	**$ 4,243,191**	**$ -**	**$ 838,413**	**$ (3,632,164)**	**$ (555,189)**	**$ (748,344)**	**$ (884,086)**	**$ (685,519)**
Rate Increase – Residential & Commercial				3.0%	5.0%	7.0%	7.0%	5.0%
Rate Increase – Wholesale Treated Water				297.0%	5.0%	7.0%	7.0%	5.0%
Working Capital (8%) & Op Reserves (>25%)	**$ 15,806,694**	**$ 18,359,822**	**$ 17,624,008**	**$ 20,723,842**	**$ 21,399,031**	**$ 23,715,698**	**$ 26,263,140**	**$ 28,471,092**
Working Capital (8%) & Op Reserves (>42%)	**$ 23,949,536**	**$ 27,817,912**	**$ 26,703,043**	**$ 31,399,760**	**$ 32,422,774**	**$ 35,932,877**	**$ 39,792,637**	**$ 43,138,018**
Ending Fund Balance Minimum Target Met	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
Debt Service Coverage Ratio (DSCR)	1.88	1.32	1.35	1.13	1.25	1.21	1.19	1.18

Fiscal Year 2025-26

Wastewater & Drainage – 5 Year Forecast

	2023-24 Actuals	2024-25 Budget	2024-25 EOY Estimate	2025-26 Proposed	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Beginning Fund Balance	**$ 18,245,883**	**$ 16,861,672**	**$ 18,925,173**	**19,227,728**	**$ 18,292,723**	**$ 18,866,392**	**$ 19,429,504**	**$ 21,003,499**
Residential Sales	$ 17,080,005	$ 19,409,168	$ 18,724,492	$ 21,635,907	$ 25,121,608	$ 28,969,528	$ 33,162,005	$ 37,336,905
Commercial Sales	19,551,346	21,207,800	21,115,311	24,102,677	27,907,164	32,105,668	36,679,016	41,233,844
Watershed Inspection Fee	25,538	26,941	16,710	18,370	18,921	19,488	20,073	20,675
Non-Rate Revenues	4,091,650	3,605,976	3,812,431	3,889,010	4,005,681	4,121,250	4,240,287	4,362,894
Interest Income	643,509	523,269	523,269	470,942	485,070	499,622	514,611	530,049
Operating Transfers In	613,166	638,822	896,511	309,666	318,956	328,525	338,380	348,532
Total Revenue	**$ 42,005,214**	**$ 45,411,976**	**$ 45,088,723**	**$ 50,426,572**	**$ 57,857,400**	**$ 66,044,082**	**$ 74,954,372**	**$ 83,832,900**
Purchased Power	$ 1,129,571	$ 1,200,000	$ 1,200,000	$ 1,236,000	$ 1,273,080	$ 1,311,272	$ 1,350,611	$ 1,391,129
Fuel	25,822	21,000	31,142	35,000	36,050	37,132	38,245	39,393
Personnel Services	9,043,972	10,343,892	8,985,669	11,276,521	11,614,817	11,963,261	12,322,159	12,691,824
Materials and Supplies	1,907,652	2,134,500	2,083,673	2,718,756	2,800,319	2,884,328	2,970,858	3,059,984
Maintenance and Repair	2,926,467	2,819,872	2,375,649	2,674,362	2,754,593	2,837,231	2,922,348	3,010,018
Insurance	408,225	463,483	463,769	441,991	455,251	468,908	482,975	497,465
Administrative Cost	2,833,659	3,023,547	3,116,225	3,514,468	4,022,894	4,692,303	5,422,426	6,149,031
Miscellaneous Expense	10,970	26,098	20,562	10,513	10,828	11,153	11,488	11,832
Operations	2,283,535	2,285,264	1,952,364	3,076,792	3,169,096	3,264,169	3,362,094	3,462,957
Debt Service Transfers	8,656,914	9,785,287	10,193,589	9,663,658	15,322,426	21,801,605	27,890,779	33,969,143
Capital Transfers	2,549,050	1,924,995	2,729,298	4,664,157	3,367,187	3,383,302	3,399,901	3,416,998
Internal Transfers	9,550,087	11,634,227	11,634,227	12,049,360	12,457,191	12,826,306	13,206,494	13,598,088
Total Expenditures	**$ 41,325,924**	**$ 45,662,165**	**$ 44,786,168**	**$ 51,361,578**	**$ 57,283,731**	**$ 65,480,970**	**$ 73,380,377**	**$ 81,297,861**
Ending Fund Balance	**$ 18,925,173**	**$ 16,611,483**	**$ 19,227,728**	**$ 18,292,723**	**$ 18,866,392**	**$ 19,429,504**	**$ 21,003,499**	**$ 23,538,538**
Change in Fund Balance	**$ 679,290**	**$ (250,189)**	**$ 302,555**	**$ (935,006)**	**$ 573,669**	**$ 563,112**	**$ 1,573,995**	**$ 2,535,039**
Rate Increase - Residential (WW)				11.0%	9.0%	8.0%	7.0%	5.0%
Rate Increase - Commercial (WW)				11.0%	9.0%	8.0%	7.0%	5.0%
Working Capital (8%) & Op Reserves (>20%)	**$ 11,571,259**	**$ 12,785,406**	**$ 12,540,127**	**$ 14,381,242**	**$ 16,039,445**	**$ 18,334,672**	**$ 20,546,506**	**$ 22,763,401**
Working Capital (8%) & Op Reserves (>31%)	**$ 16,117,110**	**$ 17,808,244**	**$ 17,466,605**	**$ 20,031,015**	**$ 22,340,655**	**$ 25,537,578**	**$ 28,618,347**	**$ 31,706,166**
Ending Fund Balance Minimum Target Met	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
Debt Service Coverage Ratio (DSCR)	1.70	1.48	1.60	1.75	1.52	1.40	1.37	1.36

Fiscal Year 2025-26

Summary of General Fund Rate Changes

Fire Department

- Increasing Fees for Special Event Personnel
- Increasing EMS Medical Supplies, Emergency Standby, and Medical Assistance Fees
- Increasing Training Facility Fees, Operational Permit Fees, and Hazardous Materials Fees
- Increasing Fire Prevention Reinspection Fees
- Adding a Lift Assistance Fee, Gas Leaks Standby Fee

Police Department

- Increasing Fees for Special Event Personnel
- Increasing Training Center & Firing Range Fees
- Increasing Records Management Fees

Library Department

- Increasing Lost/Damaged DVD, CD, Discovery Kits, & RFID Tag Fees
- Increasing 3D Printing Material Fee

Fiscal Year 2025-26

Summary of General Fund Rate Changes

Parks & Recreation Department

- Increasing Special Event Rates
- Increasing Recreation Pass, Memberships, Memorials, and Cemetery Fees
- Increasing Facility Rentals - Senior Center, Civic Center, Athletic Fields, Tennis & Pickleball Court Rentals
- Reducing Mountain Bike Trail Rentals
- Increasing Aquatic Rentals, Admissions, and Memberships

Fiscal Year 2025-26

Summary of Utility Rate Changes

History of Rate Increases / (Decreases)

Utility	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Proposed FY 2026
Solid Waste	-12.00%	-12.00%	-5.00%	-	-	-	1.50%	0.00%
Electric*	-3.50%	-	-	-	-	3.00%	1.50%	0.00%
Water	-	-	-2.00%	-	-	-	3.00%	3.00%
Wastewater	-5.00%	-	-	-	-	11.00%	11.00%	11.00%
Drainage	-	-	-	-	-	-	-	0.00%

** Base Rate Only*

Water

- 3% Increase for Residential & Commercial Accounts
- Increase for Wholesale Treated Water

Wastewater

- 11% Increase for Residential & Commercial Accounts

Solid Waste

- No Base Rate Increases
- Added the category “Front Load and Side Load Shared Services” to clarify the rate schedule
- Clarify “Redelivery” as part of the existing Delivery Service Fee.
- Reduce the per item bulk collection limit from 10 to 5.

Fiscal Year 2025-26

Capital Improvement Program Summary

The FY 2026 Capital Improvement Program (CIP) includes $552.8 million in planned new funding for FY 2026.

- $127.0 million - General Government
- $2.2 million - Airport
- $64.0 million - Electric Utility
- $94.9 million - Water Utility
- $243.0 million - Wastewater Utility
- $21.7 million - Solid Waste

Fiscal Year 2025-26

General Government – 5 Year Capital Improvements

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
2023 Bond Election	$ 44,223,000	$ 69,927,000	$ 51,000,000	$ 48,475,000	$ 16,430,000	$ 230,055,000
Finance ERP Replacement	-	-	4,500,000	-	-	4,500,000
Service Center Renovation	-	-	15,000,000	25,000,000	5,000,000	45,000,000
Fire Station # 5	400,000	-	-	-	-	400,000
Fire Station # 6	1,100,000	-	-	-	-	1,100,000
Fire Station: Legends Ranch	-	500,000	15,000,000	-	-	15,500,000
Linda McNatt Animal Shelter	4,500,000	-	-	-	-	4,500,000
Facility Improvements	12,125,000	24,500,000	10,350,000	10,425,000	5,825,000	63,225,000
Parks Improvements	1,375,000	4,756,618	2,937,653	1,475,782	4,168,215	14,713,268
Fleet Management Improvements	500,000	-	-	-	-	500,000
Fleet Vehicle/Equipment Replacements	5,564,000	3,342,000	3,342,000	3,342,000	-	15,590,000
Technology Services Improvements	6,233,357	12,233,319	8,629,840	6,470,883	9,840,748	43,408,147
Traffic Improvements	6,458,000	7,658,000	7,658,000	7,658,000	7,658,000	37,090,000
Drainage Improvements	4,416,805	12,027,402	23,359,796	16,709,287	4,226,898	60,740,188
Roadway Improvements	32,875,473	36,513,165	40,250,000	22,916,667	19,133,333	151,688,638
Neighborhood Street Reconstruction	6,000,000	6,000,000	-	-	-	12,000,000
Bike Lanes	200,000	200,000	200,000	200,000	200,000	1,000,000
Parks & Aquatics Capital Improvements	1,058,000	1,227,791	1,052,193	889,310	986,097	5,213,391
	$ 127,028,635	**$ 178,885,295**	**$ 183,279,482**	**$ 143,561,929**	**$ 73,468,291**	**$ 706,223,632**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
General Obligation Funds	44,223,000	69,927,000	51,000,000	48,475,000	16,430,000	230,055,000
Certificate of Obligation Funds	65,547,635	91,530,504	121,027,289	83,997,619	45,852,195	407,955,241
Other Funds (Revenue, Impact Fees, External Funding)	17,258,000	17,427,791	11,252,193	11,089,310	11,186,097	68,213,391
	$ 127,028,635	**$ 178,885,295**	**$ 183,279,482**	**$ 143,561,929**	**$ 73,468,291**	**$ 706,223,632**

Fiscal Year 2025-26

Airport – 5 Year Capital Improvements

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Taxilane/Taxiway Design	$ 950,000	$ -	$ -	$ -	$ -	$ 950,000
Security Enhancements: Fencing, Gates, Cameras, and badge Readers.	200,000	-	-	-	-	200,000
Taxilane Reconstruction	1,000,000	2,275,000	-	-	-	3,275,000
Taxiway Alpha Design/Reconstruction	-	-	-	12,000,000	-	12,000,000
Taxiway Bravo Design/Reconstruction	-	-	-	-	8,000,000	8,000,000
Vehicle Replacements	40,000	40,000	-	-	-	80,000
Total	**$ 2,190,000**	**$ 2,315,000**	**$ -**	**$ 12,000,000**	**$ 8,000,000**	**$ 24,505,000**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	$ -	$ -	$ -	$ 705,000	$ 800,000	$ 1,505,000
IIJA Funding	1,755,000	2,047,500	-	-	-	3,802,500
Existing Funding	435,000	267,500	-	495,000	-	1,197,500
TxDOT Funding	-	-	-	10,800,000	7,200,000	18,000,000
Total	**$ 2,190,000**	**$ 2,315,000**	**$ -**	**$ 12,000,000**	**$ 8,000,000**	**$ 24,505,000**

Fiscal Year 2025-26

Electric – 5 Year Capital Improvements

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Automated Meter Reading	$ 1,805,000	$ 1,940,2000	$ 761,127	$ 853,392	$832,539	$ 6,192,258
Distribution Substations	8,210,000	6,220,000	3,850,000	5,200,000	4,600,000	28,080,000
Distribution Transformers	10,000,000	11,000,000	12,000,000	13,000,000	14,000,000	60,000,000
Feeder Extensions & Improvements	11,075,338	12,389,159	9,603,808	6,519,336	9,785,797	49,323,437
New Residential & Commercial	8,315,250	8,431,013	8,552,563	8,670,255	9,788,912	43,757,993
Power Factor Improvement	300,000	150,000	100,000	100,000	100,000	750,000
Street Lighting	650,000	650,000	250,000	250,000	250,000	2,050,000
Plant Production	-	-	6,000,000	11,000,000	-	17,000,000
Technology – Software & Hardware	4,409,000	2,909,000	2,009,000	24,250,000	24,850,000	58,427,000
Transmission Lines	5,770,000	16,950,000	10,100,000	14,200,000	8,740,000	55,760,000
Transmission Substations	6,450,000	9,540,000	7,050,000	8,860,000	3,610,000	35,510,000
Electric Relocation	5,500,000	5,500,000	5,500,000	1,500,000	1,500,000	19,500,000
Vehicle Replacement	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000	13,715,000
Total	**$ 63,959,588**	**$ 78,739,372**	**$ 68,836,498**	**$ 97,462,983**	**$ 81,117,247**	**$ 390,115,688**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	$ 58,434,588	$ 58,079,372	$ 51,476,498	$ 88,002,983	$ 77,657,247	$ 333,650,688
Revenue Funding	1,475,000	3,060,000	3,060,000	3,060,000	3,060,000	13,715,000
Cost Participation	4,050,000	17,600,000	14,300,000	6,400,000	400,000	42,750,000
Total	**$ 63,959,588**	**$ 78,739,372**	**$ 68,836,498**	**$ 97,462,983**	**$ 81,117,247**	**$ 390,115,688**

Fiscal Year 2025-26

Water – 5 Year Capital Improvements

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Booster Stations	$ 1,200,000	-	-	-	-	$ 1,200,000
Field Service Replacement	1,103,000	1,158,000	1,216,000	1,269,000	1,269,000	6,015,000
Facility Improvements	2,000,000	-	6,000,000	-	-	8,000,000
Oversize Lines	5,075,000	1,250,000	10,720,000	5,700,000	-	22,745,000
Replace Lines	10,200,000	4,000,000	4,000,000	4,000,000	4,000,000	26,200,000
Taps, Fire Hydrants, & Meters	11,280,000	10,392,000	412,000	430,000	446,000	22,960,000
Transmission Lines	27,828,000	34,200,000	3,200,000	2,200,000	2,200,000	69,628,000
Plant Improvements	34,905,000	74,300,000	113,900,000	60,000,000	2,750,000	285,855,000
Vehicle Replacement	1,082,500	524,000	475,000	475,000	475,000	3,031,500
Water/Wastewater Modeling	250,000	-	-	-	-	250,000
Total	**$ 94,923,500**	**$ 125,824,000**	**$ 139,923,000**	**$ 74,074,000**	**$ 11,140,000**	**$ 445,884,500**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding (includes TWDB)	$ 55,651,541	$ 88,701,855	$ 112,975,809	$ 58,837,881	$ 5,719,445	$ 321,886,530
WIFIA Funding	37,939,459	36,598,145	26,472,191	14,761,119	4,945,555	120,716,470
Revenue Funding	1,332,500	524,000	475,000	475,000	475,000	3,281,500
Total	**$ 94,923,500**	**$ 125,824,000**	**$ 139,923,000**	**$ 74,074,000**	**$ 11,140,000**	**$ 445,884,500**

Fiscal Year 2025-26

Wastewater – 5 Year Capital Improvements

Projects	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Lift Station Improvements	$ 28,350,000	$ 19,700,000	$ 8,450,000	$ 450,000	$ 500,000	$ 57,450,000
Replace Lines	74,858,000	58,593,000	25,686,000	10,479,000	3,050,000	172,666,000
Collection System Upgrade	10,413,000	9,230,000	6,667,000	2,500,000	-	28,810,000
Facility Improvements	3,025,000	25,000	25,000	25,000	25,000	3,125,000
Oversize Lines	8,520,000	2,840,000	1,690,000	30,000	-	13,080,000
Taps, Fire Hydrants, & Meters	251,000	255,000	260,000	265,000	270,000	1,301,000
Plant Improvements	114,750,000	229,000,000	202,200,000	118,500,000	70,000,000	734,450,000
Vehicle Replacements	$2,830,000	$2,830,000	$2,830,000	$2,830,000	$2,830,000	$14,150,000
Total	**$ 242,997,000**	**$ 322,473,000**	**$ 247,808,000**	**$ 135,079,000**	**$ 76,675,000**	**$ 1,025,032,000**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	$ 141,892,454	$ 182,425,214	$ 129,790,601	$ 67,446,990	$ 37,660,950	$ 559,216,210
WIFIA Funding	98,274,546	137,217,786	115,187,399	64,802,010	36,184,050	451,665,790
Revenue Funding	2,830,000	2,830,000	2,830,000	2,830,000	2,830,000	14,150,000
Total	**$ 242,997,000**	**$ 322,473,000**	**$ 247,808,000**	**$ 135,079,000**	**$ 76,675,000**	**$ 1,025,032,000**

Fiscal Year 2025-26

Solid Waste & Recycling – 5 Year Capital Improvements

Project	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Organics Program Infrastructure	$ 14,000,000	$ -	$ -	$ -	$ -	$ 14,000,000
Vehicle Replacement	7,264,000	5,095,000	5,220,850	5,400,000	-	22,979,850
Vehicle Additions	448,000	900,000	650,000	-	3,481,000	5,479,000
Concrete Replacement	-	-	350,000	-	-	350,000
Transfer Station Construction	-	-	-	5,000,000	-	5,000,000
Wastewater Infrastructure	-	-	-	-	500,000	500,000
Total	**$ 21,712,000**	**$ 5,995,000**	**$ 6,220,850**	**$ 10,400,000**	**$ 3,981,000**	**$ 48,308,850**

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Debt Funding	$ 18,249,000	$ -	$350,000	$5,000,000	$500,000	$ 24,099,000
Revenue Funding	3,463,000	5,995,000	5,870,850	5,400,000	3,481,000	24,209,850
Total	**$ 21,712,000**	**$ 5,995,000**	**$ 6,220,850**	**$ 10,400,000**	**$ 3,981,000**	**$ 48,308,850**

Questions?

CITY OF

Denton, Texas

PROPOSED ANNUAL PROGRAM OF SERVICES

Fiscal Year 2025-26

CITY OF DENTON

CORE VALUES:

- Inclusion
- Collaboration
- Quality Service
- Strategic Focus
- Fiscal Responsibility

Proposed Annual Program of Services

Fiscal Year 2025-2026

SUBMITTED TO THE MAYOR AND CITY COUNCIL
In Accordance with Texas Local Government Code 102.007

July 31, 2025

The following statement is provided in accordance with Texas Local Government Code 102.005:

This budget will raise more total property taxes than last year's budget by an amount of $7,172,588 which is a 6 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $3,570,143.

In accordance with Section 140.0045 of the Local Government Code, which requires the itemization of certain expenditures by a political subdivision, the City of Denton is expected to expend for fiscal year 2025 and has budgeted for fiscal year 2026 the following amounts:

- Notices required by law to be published in a newspaper (i.e. public hearing expense) $26,379 and $28,000, respectively.
- Legislative cost $151,334 and $146,000, respectively.

Tax Rate				
Fiscal Year	Property Tax Rate	No New Revenue Tax Rate	Effective O&M Tax Rate	Debt Rate
2025-26	0.595420	0.554279	0.334780	0.260640
2024-25	0.585420	0.531785	0.334780	0.250640

Municipal Debt Obligations – Principal & Interest		
Tax Supported	Revenue Supported	Total
$736,061,585	$ 1,477,852,376	$ 2,213,913,961

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Denton
Texas

For the Fiscal Year Beginning

October 01, 2024

Christopher P. Morrill

Executive Director

Prepared By

Sara Hensley
City Manager

Cassey Ogden
Deputy City Manager

Frank Dixon
Assistant City Manager

Christine Taylor
Assistant City Manager

Kristi Fogle
Chief of Staff

Jessica Williams, CPFO, MPA
Chief Financial Officer (CFO)

Aimee Kaslik
Chief Strategic Officer

Matt Hamilton
Assistant Director of Finance

Seth Herrell
Financial Analyst Supervisor

Young Hwang
Senior Financial Analyst

Sherly Joseph
Senior Financial Analyst

Jenna Long
Senior Financial Analyst

Katie Wester
Senior Financial Analyst

Sunita Gautam
Financial Analyst

Eric Keith
Financial Analyst

Special Thanks to Marketing & Communications
for the design of the cover and dividers, publication of the
Annual Program of Services,
and web page design.

Visit our website at: www.cityofdenton.com

Elected Officials

Gerard Hudspeth
Mayor
Term Expires: May 2026
3rd Term

Vicki Byrd
Council Member
District 1
Term Expires: May 2027
2nd Term

Brian Beck
Council Member
District 2
Term Expires: May 2027
2nd Term

Suzi Rumohr
Mayor Pro Tem
District 3
Term Expires: May 2027
1st Term

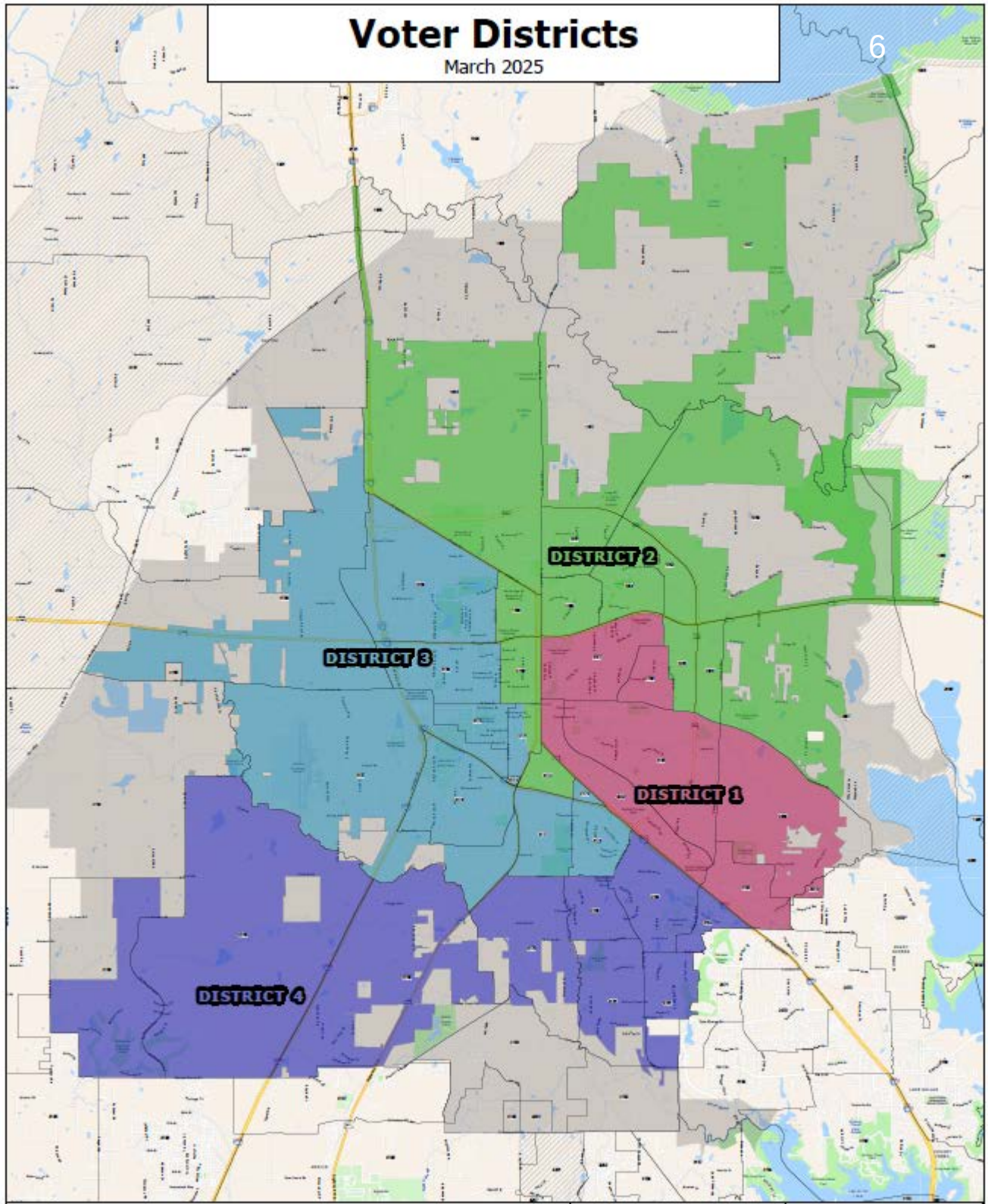
Joe Holland
Council Member
District 4
Term Expires: May 2027
2nd Term

Brandon Chase McGee
Council Member
At Large, Place 5
Term Expires: May 2026
2nd Term

Jill Jester
Council Member
At Large, Place 6
Term Expires: May 2026
1st Term

Voter Districts

March 2025



Legend

- District 1
- District 2
- District 3
- District 4
- ETJ 1
- ETJ 2
- Voter Precincts

0 Feet — 8000 Feet

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*

Author: *Development Services GIS - 2930105*

Date: *3/17/2025 7:44 AM*

This information is solely for general reference and is not to be relied upon for legal, engineering, or surveying purposes. It does not replace an on-site survey and provides only an approximate location of property boundaries. While every effort has been made to ensure accuracy, no guarantee is implied. The use of this map indicates acknowledgment that the data may not be entirely accurate.

CITY OF DENTON

Inclusion • Collaboration • Quality Service
Strategic Focus • Fiscal Responsibility

Citizens of Denton

City Council

- **City Attorney** — Mack Reinwand
- **City Auditor** — Madison Rorschach
- **City Manager** — Sara Hensley
- **Municipal Judge** — Tyler Atkinson
- **Board, Commissions, & Committees**

City Manager — Sara Hensley

- **Deputy City Manager** — Cassey Ogden
  - **Denton Municipal Electric** — Tony Puente
    - Customer Service/311
  - **Fire/EMS** — Chief Kenneth Hedges
    - Emergency Management
  - **Animal Services** — Nikki Sassenus
  - **Water Utilities & Street Operations** — Stephen Gay
    - Drainage
    - Street Operations
    - Water/Wastewater
  - **Human Resources** — Megan Gilbreath
    - Risk Management
    - Safety
    - Policy Administration
  - **Development Services** — Scott McDonald
    - Building Safety
    - Engineering
    - Facilitation
    - Planning
    - Real Estate
    - Traffic Transportation Services
- **Assistant City Manager** — Frank Dixon
  - Municipal Court
  - **Solid Waste & Recycling** — Brenda Haney
  - **Library** — Jennifer Bekker
  - **Environmental Services & Sustainability** — Michael Gange
  - **Facilities & Fleet** — Tom Gramer
  - **Capital Projects** — Seth Garcia
  - **Airport** — Ryan Adams
- **Assistant City Manager** — Christine Taylor
  - **Finance** — Jessica Williams, CFO
    - Budget & Accounting
    - Purchasing & Grants
  - **Strategic Services** — Aimee Kaslik, CSO
  - **Economic Development** — Brittany Sotelo
  - **Technology Services** — Leisha Meine, CTO
  - **Community Services** — Jesse Kent
  - **Parks & Recreation** — Gary Packan
  - **Asset Management** — Vacant
- **Chief of Staff** — Kristi Fogle
  - **City Secretary** — Lauren Thoden
- **Marketing & Communications** — Dustin Sternbeck, CCO
  - Discover Denton
  - Denton Television (DTV)
- **Police** — Chief Jessica Robledo
  - Public Safety Communications

Updated 6/18/25

CITY OF DENTON ORGANIZATIONAL CHART

Inclusion • Collaboration • Quality Service • Strategic Focus • Fiscal Responsibility

Boards, Commissions, and Council Committees

JUDICIAL OR QUASI-JUDICIAL BOARDS (Governmental Board Members)

Board of Ethics

Enforces the Ethics Ordinance, issues and enforces limited subpoenas to compel attendance of witnesses and the production of testimony, evidence, and/or documents as is reasonably relevant to complaints regarding violation of the Ethics Ordinance. Makes recommendations on
amendments to the ordinance.

Civil Service Commission

Ensures compliance with Chapter 143 of the Texas Local Government Code governing police and fire. The duties of the Commission include approval of eligibility hiring lists and holding hearings, upon appeal, on matters of promotions, performance, reclassifications, and other civil service issues.

Health and Building Standards Commission

Hears and decides appeals of orders, decisions or determinations made by the Building Official, Code Official, or Fire Marshal made pursuant to Chapters 13, 14, 17, 28 and 29 of the Code of Ordinances; makes reasonable interpretations or rulings in matters properly before it pursuant to Section 2-460.

Historic Landmark Commission

Recommends to the Planning & Zoning Commission and City Council those buildings, structures, sites, districts, and areas in the city that the Commission has determined should be preserved and designated as historic landmarks. The Commission also regulates design review for designated properties and districts.

Planning & Zoning Commission

Makes decisions or recommendations to the City Council regarding the Comprehensive Plan, Development Code, zoning regulations, long-range planning, zoning changes, platting, and other development-related policies as required or permitted by State law or Council policy.

Zoning Board of Adjustment

Provides a forum for citizens to appeal zoning interpretations, decisions of the Building Official, and request variances from the zoning and sign regulations in the Denton Development Code. The Board may also make final decisions regarding changes, the reestablishment, or termination of nonconforming uses within the city.

Boards, Commissions, and Council Committees

ADVISORY BOARDS

Airport Advisory Board

Serves in an advisory capacity to the City Council on matters relative to airport safety, flight and ground operations, safety and security issues arising from the creation and development of long-term master plans; tenant/stakeholder outreach; the Airport Business Plan and the Airport Master Plan; airport infrastructure improvement or other major projects impacting the airport; grant funding for the airport; and long-term financial planning and budgetary issues affecting the airport.

Animal Shelter Advisory Committee

Assists the City in complying with the provisions of the Animal Shelter Act and makes recommendations to the City Council regarding methods and procedures necessary to ensure compliance with the Act.

Bond Oversight Committee (Ad Hoc)

Serves to ensure efficiency, equity, timeliness, and accountability in the implementation of the City's voter approved General Obligation (GO) bond program; monitors the City's plans relating to the issuance of bonds and the implementation of projects approved in bond elections, including the annual appropriation of bond funds, and any changes in the amount of bond funds issue or cash commitments made; assesses current City facilities and needs, prioritizes proposals, and makes recommendations to the City Council.

Committee on Persons with Disabilities

Advises the City in those areas of committee interest, including, but not limited to, disability concerns such as accessibility and accommodations for City projects and activities. Specific projects may include the following: (a) construction of new sidewalks, ramps, and crosswalk features; (b) replacing and repairing existing sidewalks, ramps, and crosswalk features; (c) the creation of an ADA Transition Plan; (d) the planning and development of an adaptive/handicap-accessible park; (e) providing guidance on incorporating new or enhanced signage at the City facilities; (f) advising on improvements for new and existing city facilities; (g) providing input on parking lot rehabilitation projects; (h) providing input for improving City operations (i) providing input for improving the operation of other entities; and (j) providing input on Parks and Recreation adaptive activities.

Community Services Advisory Committee

Advises the City Council on programs, services, and use of public resources to address complex social problems such as economic instability, housing, homelessness, and meeting community service needs.

Boards, Commissions, and Council Committees

Denton Police Department Chief of Police Advisory Board

Assists with review, gathering of community input, and establishing clear findings, conclusions and achievable recommendations that promote the use of best practices in the use-of-force policies and training for the Denton Police Department.

Development Code Review Committee

The Development Code Review Committee is hereby established as a standing City Committee to review proposed Denton Development Code amendments and make recommendations to the Planning and Zoning Commission and the City Council regarding proposed Denton Development Code amendments.

Discover Denton Advisory Board

Monitors, evaluates, and makes recommendations on the resources needed to secure, and promote conventions and tourism to the City.

Downtown Plan Update Advisory Group

Builds consensus and guides the planning process of the Downtown Plan Update, provide feedback to help guide staff and consultants throughout the length of the Downtown Plan Update Project.

Economic Development Partnership Board

Provides economic development policy guidance and makes recommendations to the City Council and Chamber of Commerce.

Library Board

Serves in an advisory capacity to the City Council to recommend policies, rules, and regulations for the operation of the library system. The Board also provides citizen input to the City Council and recommends fees for Council consideration.

Parks, Recreation and Beautification Board

Serves in an advisory capacity to the City Council to recommend improvements to park and recreation programs. The Board is charged to stimulate public interest in the development and maintenance of parks and playgrounds; to promote close cooperation between the City and private citizens so that all park and recreational facilities are used to their maximum benefit; and pursuant to the Charter, make recommendations regarding the appearance, beautification, and environment of the city.

Public Art Committee

Makes recommendations to the Parks, Recreation and Beautification Board and City Council on the commissioning, placing, and installation of public art; implementation of funding

Boards, Commissions, and Council Committees

mechanism for public art; effective and efficient management of public art; ongoing maintenance of public art; and the accessioning, deaccessioning, and re-siting of public art.

Public Utilities Board

Reviews utilities budget and makes recommendations to the City Council in the format required by the City Manager. The Board is authorized to expend funds for information and advertising. All matters relating to utility policies, capital projects, rates, and the sale and issuance of utility bonds are submitted to the Board for review and recommendation prior to Council consideration. The Public Utilities Board makes recommendations for the Capital Improvement Program pursuant to the provisions in the City Charter.

Sustainability Framework Advisory Committee

Advises the City Council on the implementation of, and matters related to, the City's Sustainability Framework.

Tax Increment Reinvestment Zone No. 1 Board

Makes recommendations to the City Council concerning the administration of the Zone; prepares and adopts a project plan and Tax Increment Financing Reinvestment Zone financing plan for the Zone and submits the plans to the City Council for approval; prepares, implements, and monitors such projects and financing plans for the Tax Increment Financing Reinvestment Zone as the City Council considers advisable, including the submission of an annual report on the status of the Zone.

Tax Increment Reinvestment Zone No. 2 Board

Makes recommendations to the City Council concerning the administration of the Zone; prepares and adopts a project plan and Tax Increment Reinvestment Zone financing plan for the Zone and submits the plans to the City Council for approval. Prepares, implements, and monitors such projects and financing plans for the Tax Increment Reinvestment Zone as the City Council considers advisable, including the submission of an annual report on the status of the Zone.

CITY COUNCIL COMMITTEES

Agenda Committee

Reviews the City Manager’s proposed City Council agendas as to form and agenda content.

Committee on the Environment

Reviews, discusses, deliberates, and considers environmental issues and resources and makes recommendations to the City Council; and makes recommendations regarding any other matter delegated to the Committee by the City Council.

Boards, Commissions, and Council Committees

Community Partnership Committee

Monitors allocation and use of hotel occupancy tax and sponsorship funds, ensuring funds are being used to directly enhance and promote tourism and hotel/convention industry, ensuring the sponsorship funds are being used to further a charitable cause, economic or community growth and serve a public purpose in the best interest of the general welfare of the City of Denton, and recommends organizations to receive funding to City Council.

Mobility Committee

Reviews, considers, and makes recommendations to the City Council regarding any changes to the Mobility Plan, local transportation policy and any items concerning regional transportation policies and activities.

Southeast Denton Area Plan Steering Committee

Provides input and feedback related to the various ideas or concepts proposed, validates findings, builds consensus, and evaluates what is in the best interest of Southeast Denton for the long term; serves as a liaison to other interested persons within southeast Denton as a whole and is responsible for helping disseminate information to those persons who are interested in the project outcome.

City of Denton Airport

Greetings
From
DENTON

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DME staff educating the next generation

City Manager's Office
215 E. McKinney St., Denton, TX 76201 • (940) 349-7206

DATE: July 31, 2025

TO: Honorable Mayor and Members of the City Council

FROM: Sara Hensley, City Manager

Honorable Mayor and Members of the City Council
City of Denton, Texas

I'm pleased to present the Proposed Budget for Fiscal Year 2026 (FY 2026). This budget successfully balances revenues and expenditures while ensuring the continued delivery of essential City services. It reflects our commitment to providing quality services to our community, efficiently and effectively. Fiscal Year 2025 was a year of both challenges and opportunities. The City faced a deficit, which prompted a thorough examination of our programs and processes. We tackled this by implementing zero-based budgeting as well as asking key questions like:

- Are we duplicating efforts already handled by others?
- Are there activities we should no longer be doing?
- Where can we improve our existing services?

I want to commend our staff for their exceptional work during this process. Their commitment to thoroughly examining every program and seeking out efficiencies has been remarkable, ensuring we are effective stewards of our community's resources.

The City of Denton's budget is a direct reflection of the vision and priorities articulated by City Council. It strategically allocates resources to advance key initiatives that will shape Denton's future, enhance quality of life, and foster sustainable growth. Every dollar has been carefully considered to support the goals that will move Denton forward.

I am presenting a balanced FY 2026 budget totaling $2,551,200,633 that includes:

- General Fund budget of $218,824,966
- Capital Improvement Program budget of $1,244,433,000
- 1,894 full-time equivalents (FTEs)
- Proposed property tax rate of $0.595420, which is an increase of $0.01 from last year's rate

Our resources will focus on programs that directly impact the day-to-day lives of our residents. We are ensuring our police and fire departments have the resources needed to keep the community safe. We are prioritizing capital improvements for our utilities, parks and recreation, and roadways, recognizing that these essential services form the backbone of a thriving city for all. This budget ensures that Denton continues to provide fundamental services that make our city a great place to live, work, and raise a family.

We recognize the current economic landscape presents its share of fiscal challenges. However, this budget is not merely a response to these challenges; it is a genuine effort to proactively manage our resources, identify efficiencies, and innovate in how we deliver services. Our approach has been one of prudent financial management, seeking solutions that protect our long-term financial health without compromising service quality. Examples of actions taken include:

- Implementation of a Managed Vacancy Program across all funds
- Conclusion of taxpayer supported funding for the Pilot Ambassador Program $531,225
- Discontinuation of the After School Program $220,000
- Strategic reduction in programming based on attendance $110,000
- Pause in the Police K9 Program $428,648
- Reduction in Irrigation and Rye Grass Overseeding $148,691
- Reduction in allocation of in-kind funding for special events $200,000
- Reduction in contractual services $1,053,223
- Reduction in travel and training reduction $197,155
- Reduction in equipment and supplies $618,317
- Examination of the special events process and how resources are allocated
- Examination of the cost recovery of special event fees
- Implementation of evaluation criteria for Hotel Occupancy Tax funding requests and sponsorships

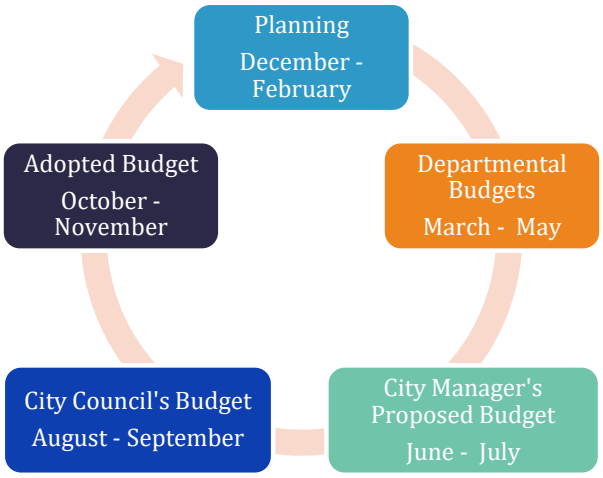
This comprehensive budget would not be possible without the incredible dedication and hard work of the entire City of Denton staff. Additionally, I extend my sincere gratitude to our community for the engagement, feedback, and support.

Thank you for your continued leadership and collaboration as we shape the next chapter of Denton's success.

Sincerely,

Sara Hensley
City Manager

Budget Calendar



Planning
December-February

- Preliminary Long Range Financial Forecast Preparation
- City Council Reviews Strategic Plan and Goals
- Budget Kickoff for Operating & Capital Improvement Planning

Departmental Budgets
March-May

- Budgets Submitted to Finance

City Manager's Proposed Budget
June-July

- Budgets reviewed by City Manager and Executive Staff
- Utilities Budget Reviews with Public Utilities Board (PUB)
- Budget Discussions with City Council
- Receive Certified Tax Roll; Calculate NNR & VAR Tax Rates

City Council's Budget
August-September

- Tax Rate Proposed and Public Hearings
- Budget Work Sessions with City Council
- Budget and Tax Rate Adoption

Adopted Budget
October-December

- Fiscal Year Begins
- Budget Maintenance
- Submit Budget to the Government Finance Officers Association for Review

Reader's Guide

The Reader's Guide provides an overview of the City of Denton's budget process and budget documents. The City of Denton has prepared a budget designed to meet the highest standards of performance in municipal budgeting. This document provides a summary of all budgeted funds, including both revenue and expenditure summaries. Major budget documents, the budget process, and organization of the budget itself are described below.

Major Budget Documents

The City of Denton's budget process includes the production of six key documents. It is important to understand the timing and purpose of these documents in order to fully understand the process itself.

1. ***The Budget Instruction Manual*** – January

   Prior to budget development and training of departmental support staff, the Budget Instruction Manual is drafted and completed in January. This document serves as a development guide and includes sections on annual budget highlights and specific development instructions, as well as, appendices with rate calculations, format examples, and supplemental forms.

2. ***The Budget Overview and Manager's Message*** – July

   The Budget Overview and Manager's Message is submitted to the City Council in late July as part of the proposed budget. This report summarizes and identifies key issues with regard to revenues and expenditures for the coming year.

3. ***The Proposed Budget*** – August

   The proposed budget is reviewed by City Council in early August of each fiscal year. This document represents a balanced version of departmental budget requests versus projected resources. The proposed budget is a product of policy as expressed by the City Council and is submitted by the City Manager.

4. ***The Adopted Budget*** – September

   The adopted budget represents a modified version of the proposed budget after public hearings and City Council review in August/September. Any changes deemed necessary by City Council to funding levels or revenue projections are reflected in the adopted budget. Revisions may also be made to reflect any updates to budget information. In accordance with state law the adopted budget document is prepared as soon as possible after council approval.

5. ***Budget-In-Brief –*** December

   The Budget in Brief represents a condensed version of the adopted budget. Budget is summarized showing key budget information, ideal for quick facts and public reference.

Reader's Guide

The Budget Process

The City of Denton utilizes a zero-based budgeting process. Each department evaluates their department expenditures for cost-recovery, program outcomes, and efficiency in service delivery, allocating funding in a line-itemed standard to promote transparency, and accountability, and fiscal responsibility.

1. ***Budget Training for Support Staff***

   January is the time when existing budget guidelines, procedures, and forms are reviewed. Changes may be made to the budget process in order to make budget development more efficient and address format changes.

   Preliminary budget training for departments is available prior to budget kickoff. During preliminary training, staff is informed of budgeting concepts and the budget process and given an introduction to the City's budget forms.

   During kickoff, departments receive the budget instruction manual, which includes specific instructions and a review of any changes to the budget process.

2. ***Revenue Projection***

   The budget revenue projections for the new fiscal year begin early in the current fiscal year. The projections are made by the departments responsible for the revenues with help from the Finance Department staff. Projections are based upon consultations with state and local agencies, trend analysis, anticipated changes in the local and regional economy, and discussions with directly associated staff members. Although revenue projections are prepared early in the budget process, the budget revenue analysis continues with departmental budget development and extends until the budget is adopted based upon any new information.

3. ***Proposed Budget Development***

   During budget development, the Finance Department works with departments to analyze requests, provide advice, and lend assistance. Budget requests are based upon a zero-based budget and no supplementals.

4. ***Proposed Budget Compilation***

   Once division and departmental budget requests are completed, the Finance Department reviews and compiles a preliminary draft of departmental budgets to present to the Executive Management Team, which is comprised of the City Manager, Deputy City Manager, and Assistant City Managers. A total recommended funding level is determined by the zero-based budget strategy. At this time, the funding level is weighed against

available resources. A tax rate increase may or may not be recommended depending upon City Council program priorities and issues previously expressed in the budget process.

5. *Budget Discussions with City Council*

A series of budget work sessions were held from May to July with the City Council to discuss the City's financial forecasts, strategies, rates and fees, and the capital budget. The proposed budget is prepared in July and submitted to the City Council prior to the Budget workshop.

6. City Council Budget Workshop

The proposed budget, including the Budget Overview, is compiled after final appraised property values and other data are received. This report highlights and summarizes funding requirements, major changes in programs, and alternatives for funding. A budget workshop is held with the City Council to review and discuss the proposed budget. Discussions and study may follow at subsequent work sessions until budget adoption.

7. Public Hearing/Budget Adoption

A public hearing on the budget and the tax rate is held in September prior to final budget consideration. At the public hearing, citizens may make formal comments concerning the proposed budget and tax rate.

Budget adoption occurs in September after City Council deliberations and the public hearings. City Council may take action to modify the proposed budget. The City Council also adopts a tax rate to support adopted funding levels. Pursuant to City Charter, the proposed budget as submitted by the City Manager becomes the adopted budget if no City Council action is taken before the end of the fiscal year, September 30. The Council may make any changes to the budget it considers warranted by law or deemed to be in the best interest of the taxpayers (LGC, §102.007).

8. Compilation of Adopted Budget/Budget Maintenance

The adopted budget is compiled and published during the first months of the new fiscal year. The annual program of services in the form of an amended proposed budget is available for public inspection in December. After the budget is adopted, the City Council must adopt an ordinance amending the budget and annual program of services if an increase to appropriations is needed. Amendments may not increase total appropriations except in two instances: projects that are ongoing, and an emergency as defined by City Charter and LGC (LGC, §102.009).

Budget maintenance is a year-round activity of the organization. Spending controls consist of budget holds, position control reviews, and budget transfers. Additional spending control mechanisms include monthly review of expenditures by the Finance Department.

During the budget process, departments make revenue and expenditure estimates for the current year.

Finally, program goals, objectives, and measures are evaluated during budget development to determine effectiveness of program activities and levels of appropriate funding for subsequent years.

Budgetary and Financial Policies

The City of Denton has developed administrative policies which govern the formulation and administration of the annual budget. These administrative policies are incorporated within the City's Administrative Policies and Procedures.

Financial Structure

The financial structure of the budget is organized by funds. A fund is generally defined as a fiscal and accounting entity which has its own self-balancing set of accounts for recording cash and other financial resources, as well as, any liabilities or residual equities or balances. Normally, funds are segregated for the purpose of carrying on specific activities or achieving certain objectives in accordance with special regulations, restrictions, or limitations. However, when appropriate, funds are made up of departments. The two types of funds utilized in this budget are Governmental and Proprietary. The specific funds that make up the Governmental Fund type are General Fund, General Debt Service Fund, Street Improvement Fund, Tourist and Convention Fund, Police Confiscation Fund, Catalyst Fund (formerly Economic Development Investment Fund), Parks Gas Well Fund, Roadway Impact Fee Fund, Tree Mitigation Fund, Public Education Government (PEG) Fund, McKenna Trust Fund, Park Land Dedication and Development Trust Funds, Downtown Tax Increment Reinvestment Zone (TIRZ) Fund, Westpark Tax Increment Reinvestment Zone (TIRZ) Fund, Donation Funds, Sustainability Framework Fund, Meadows Municipal Utility District (MUD) Fund, Legends Municipal Utility District (MUD) Fund, Tourism Public Improvement District Fund, and Public Housing Finance Corporation Fund. The Proprietary Fund types are Electric Fund, Water Fund, Water Impact Fees Fund, Wastewater Fund, Wastewater Impact Fees Fund, Solid Waste Fund, Customer Service Fund, Airport Fund, Environmental Services Fund, Technology Services Fund, Materials Management Fund, Fleet Management Fund, Health Insurance Fund, Risk Retention Fund, Engineering Services Fund and Facilities Management. Each of the above-mentioned funds operates separately and independently from one another; therefore, they are budgeted separately and include separate financial statements.

Budgeted Funds

The City of Denton, like other state and local governments, uses fund accounting to provide more detailed information about the City's most significant funds, not the City as a whole. Each fund represents a specific function and maintains individual objectives. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Some funds are required to be established by state law or bond covenants. However, the City Council establishes many other funds to help it control and manage money for particular purposes, or to show that it is meeting legal responsibilities.

All City funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

The City's major funds are the General Fund, the Debt Service Fund, the Enterprise funds. Non-major funds include Special Revenue and Internal Service Funds. The City of Denton's budget includes the following funds:

General Fund (major fund) – The General Fund reflects the City's general service operations such as public safety, libraries, and parks. The General Fund's two major revenue sources are sales and property taxes. The City's Fund Balance Policy is 20% to 25% of budgeted expenditures, which includes up to a 5% resiliency reserve (City Ordinance 21-2111).

Debt Service Fund (major fund) – The Debt Service Fund is used to record and control the accumulation of resources for payment of general obligation long-term debt principal and interest. The City issues debt to acquire or construct capital assets such as roads or parks for the general benefit of Denton residents. Resources include a portion of the ad valorem tax levy and a portion of the interest income from debt service. The fund balance is restricted to payment of principal and interest or refunding of tax supported debt. The tax rate consists of two components, the amount of taxes to pay maintenance and operation expenditures, and the amount needed to fund interest and sinking obligations (debt service) (Property Tax Code, §26.05a).

Special Revenue Funds (non-major) – Special Revenue Funds are used to account for the receipt of specific revenue sources that are restricted for expenditures for a specified purpose. Included in the special revenue funds are the Catalyst Fund, Donation Funds, Downtown Tax Increment Reinvestment Zone Fund, Health Fund, McKenna Trust Fund, Legends Municipal Utility District (MUD) Fund, Meadows Municipal Utility District (MUD) Fund, Park Land Dedication and Development Trust Funds, Parks Gas Well Fund, Police Confiscation Fund, Public Education Government (PEG) Fund, Public Housing Finance Corporation Fund, Roadway Impact Fee Fund, Street Improvement Fund, Sustainability Framework Fund, Tourism Public Improvement District Fund, Tourist and Convention Fund, Tree Mitigation Fund, and Westpark Tax Increment Reinvestment Zone Fund.

Catalyst Fund – The Catalyst Fund, prior known as the Economic Development Investment Fund, was created in FY 2022. This fund is used to account for grants provided to attract businesses to the City. Fund balance is restricted to economic development grants meeting specific criteria (City Ordinance 22-1803).

Donation Funds – The Donation Funds are comprised of the Animal Control Donation, Police Donation, Fire Donation, Library Donation, and Parks Donation Fund. The fund balances are maintained for the purpose in which they were donated.

Downtown Tax Increment Reinvestment Zone Fund – The Downtown TIRZ Fund is used for downtown development projects, and it accounts for the tax revenues that are collected above the FY 2010-11 level in the downtown area. The fund balance is restricted for use on public improvements within the boundaries of the Downtown TIRZ during the term of the TIRZ agreement.

Health Insurance Fund – The Health Insurance Fund accommodates self-insurance operations. The fund balance is restricted for defined health fund purposes as a self-insurance health plan and under Section 125 of the Federal Tax Code.

McKenna Trust Fund – The McKenna Trust Fund is used to account for interest received from the George McKenna Trust, which was established in 1958 and is currently managed by JP Morgan Chase Bank. One half of the net income from this trust is distributed to Cook Children's Hospital in Fort Worth and one half of the net income is distributed to the City of Denton for use only in maintaining, developing, preserving, and improving the George McKenna Park in the City. The fund balance is restricted to developing, preserving, and improving McKenna Park under the terms of the trust.

Legends Municipal Utility District (MUD) Fund – The Legends MUD Fund is a new fund created to provided fire services and capital improvements. Resources in this fund are restricted to the Legends utility district.

Meadows Municipal Utility District (MUD) Fund – The Meadows MUD Fund is a new fund created to provide fire services and capital improvements. Resources in this fund are restricted to the Meadows utility district.

Park Land Dedication and Development Trust Funds – The Park Land Dedication and Development Trust Funds are funds received from developers. These fees provide for community and neighborhood parks and projects within a service area of the development or platting. The fund balance is restricted to purchasing community or neighborhood park land or improvements to community or neighborhood parks within the service area of the development (City Ordinance 22-254).

Parks Gas Well Fund – The Parks Gas Well Fund was established to record the receipt of restricted gas well revenues on park property. Revenues from this fund will be used for park system projects. The fund balance is restricted to park system uses based on a legal opinion of state grant funding requirements.

Airport Gas Well Fund – The Airport Gas Well fund was established to record the receipt of restricted gas well revenues on Airport property. Revenues from this fund will be used for Airport projects. The Fund balance is restricted to Airport related uses.

Police Confiscation Fund – The Police Confiscation Fund is used to record the receipt and expenditure of confiscated contraband that is used in the commission of a variety of criminal offenses. Expenditures from this fund are allocated to the Police Department for materials, supplies, and operational costs. The fund balance is restricted to law enforcement purposes under federal guidelines.

Public Education Government (PEG) Fund – The PEG Fund provides for the acquisition of production equipment, capital, and other lawful PEG purposes. PEG fees are remitted to the City on a quarterly basis from cable subscribers. The fund balance is restricted by state law to capital purchases of facilities and equipment used to provide PEG services (City Ordinance 24-1900).

Public Housing Finance Corporation Fund – The Public Housing Finance Corporation Fund is a new fund created to provide for more affordable housing facilities. Resources from Debt and grant programs are used for planning, designing, acquiring, constructing, renovating, improving, and equipping infrastructure for low to moderate-income persons and families. This fund will also be used for land acquisition, and for funding affordable housing and home repair programs as may be permitted by law.

Roadway Impact Fee Fund – The Roadway Impact Fee Fund, created in FY 2017, was established to record the receipt and expenditure of impact fees associated with development affecting City roadways. The fund balance is restricted to roadway capital improvements within each roadway zone that were included in the Impact Fee Capital Improvement Plan (City Ordinance 2016-189).

Street Improvement Fund – The purpose of the fund is to provide a dedicated mechanism to account for street maintenance and rehabilitation activities. The fund will receive revenue from a portion of the franchise fees previously accounted for in the General Fund, as well as street cut reimbursements. Additionally, when market rates are low, and with guidance from the Cities financial advisors, interest cost savings associated with the sale of Certificates of Obligation in lieu of Revenue Bonds will also be recorded as revenue. The fund balance is restricted to street maintenance and improvement activities (City Ordinance 2013-219).

Sustainability Framework Fund – The Sustainability Framework Fund was created for sustainability initiatives as recommended by City Council (City Ordinance 21-1689) and is funded with franchise fees.

Tree Mitigation Fund – The Tree Mitigation Fund is used to maintain and plant trees on public property. This includes the preservation of wooded property that remains in a naturalistic state, to perform and maintain a citywide tree inventory; and, to educate citizens and developers on the benefits and value of trees. The fund balance is restricted to purchasing, planting, and maintaining trees and tree canopy related programs (City Ordinance 2015-252).

Tourism Public Improvement District Fund – The Tourism Public Improvement District Fund (TPID) was established in 2024 (City Ordinance 24-1901). This fund is specifically designated for initiatives that promote tourism and enhance hotel activity, including advertising, promotion, and business recruitment and development. Revenue for the TPID comes from an assessment on taxable room rates at hotels with 75 or more rooms located within the district.

Tourist and Convention Fund – The Tourist and Convention Fund was established to report the receipt and distribution of the City's Hotel Occupancy Tax, which is levied on room rental rates. Funding is utilized to promote tourism and the convention and hotel industry in Denton.

Westpark Tax Increment Reinvestment Zone Fund – The Westpark TIRZ Fund, located near the Denton Enterprise Airport, is used for development projects and to account for the tax revenues that are collected above the FY 2012-13 level in the Westpark area. The fund balance is restricted for use on public improvements within the boundaries of the Westpark TIRZ during the term of the TIRZ agreement.

Enterprise Funds (major funds) – Enterprise funds are used to account for governmental activities that are similar to those found in private businesses. The City budget includes Electric, Water, Wastewater, Solid Waste, and Airport Funds. Each fund reflects the services denoted in the title of each fund. The major revenue source for these enterprise funds is the rate revenue generated from the customers who receive the services provided.

The City's Airport Fund is required to use the revenues received at the Airport including gas well revenues from Airport property for Airport uses due to state and federal rules on the grant funding received for airport improvements.

Internal Service Funds (non-major) – Internal Service Funds are used to account for the financing of goods or services provided by one department to another department within the same government organization. The internal service funds are Customer Service, Engineering Services, Environmental Services, Facilities Management, Fleet Management, Materials

Management, Risk Retention, and Technology Services. Each internal service fund listed is funded through payments from various City departments for the actual services received from the specific fund. The internal service fund balances are not restricted by a specific fund balance policy or City Ordinance unless otherwise noted.

Customer Service Fund – The Customer Service Fund is responsible for tracking utility service, producing bills, and collecting revenue from customers.

Engineering Services Fund – The Engineering Services Fund is comprised of the following operations: Engineering, Capital Projects, Real Estate, Public Works Inspections, and Development Review. This internal service fund is responsible for providing the above services primarily to internal City departments although some services are provided to external entities.

Environmental Services Fund – The purpose of this fund is to consolidate and budget divisions within the City which are providing environmental services. The Fund includes the following eight divisions: Environmental Administration, Water Sustainability, Watershed Protection, Water & Wastewater Municipal Labs, Wastewater Industrial Pre-Treatment, Gas Well Inspection, Solid Waste Landfill Compliance and Solid Waste Sustainability.

Facilities Management – The Facilities Management Fund is responsible for maintaining all City owned facilities.

Fleet Management Fund – The Fleet Management Fund accounts for the maintenance and repair of the City's vehicle and equipment fleet.

Materials Management Fund – The Materials Management Fund is comprised of purchasing and warehouse operations. This internal service fund is responsible for procuring goods and services for City departments and the warehouse maintains an inventory of materials and supplies used by City departments.

Risk Retention Fund – The Risk Retention Fund records the activities associated with providing general liability insurance coverage and self-funded activities for City operations.

Technology Services Fund – The Technology Services Fund provides computer services such as programming, support, training, and maintenance of the City's computer resources and telephone maintenance.

Budget Basis

The budget for the General, Special Revenue, Debt Service, and Capital Improvement Program (CIP) Funds are prepared on the modified accrual basis of accounting. Under this basis of accounting,

revenues are recognized when they become both "measurable" and "available" to finance expenditures of the current period except where the accrual basis is specified by Generally Accepted Accounting Principles (GAAP). Expenditures are recognized when the related fund liability is incurred, except for (1) inventories of material and supplies which may be considered expenditures either when purchased or when used; (2) prepaid insurance and similar items which need not be reported; (3) accumulated unpaid vacation, sick pay, and other employee benefit amounts which need not be recognized in the current period; (4) interest on special assessment indebtedness which may be recorded when due rather than accrued, if approximately offset by interest earnings on special assessment levies; and (5) principal and interest on long-term debts which are generally recognized when due. Budgets for the Governmental Enterprise and Internal Service Funds are prepared on the full accrual basis of accounting under which transactions are recognized when they occur regardless of timing or related cash flow. This basis of budgeting explained above is consistent with the City's accounting basis.

Organizational Relationships

A department is a major administrative segment of the City, which indicates overall management responsibility for an operation or a group of related operations within a functional area. The smallest organizational unit budgeted is the division. The division indicates responsibility for one functional area, and in many cases these functional areas are put together to demonstrate a broader responsibility. When this is done, the divisions are combined to make up a department.

TRANSPARENCY
STARS
TRANSPARENCY TRAILBLAZER
City of Denton
Awarded 2025
TRANSPARENCY
TRAILBLAZERS
CELEBRATING 10 YEARS
OF TEXAS TRANSPARENCY STARS

Organizational Strategy

Core Values

The City's core values, adopted in FY 2022, guide all activities, including decision-making, and how our employees in the organization interact with one another, and those they serve. Denton's Core Values are as follows:

Inclusion
Creating an environment where individuals and groups are valued, respected, and supported.

Collaboration
Listening, being open-minded and forward-thinking, while working together towards a collective goal.

Quality Service
Anticipating, recognizing, and proactively addressing the needs of those we serve.

Strategic Focus
Always thinking with the future in mind.

Fiscal Responsibility
Ensuring financial sustainability through the responsible use of City resources.

Strategic Plan

Having a strategic focus is one of the core values driving Denton forward as the City works to meet the needs of a growing community with the future in mind. Through strategic planning, the City is able to focus on what is most important to the community and what drives advancement in the areas that matter most.

Strategic Planning Process
After a comprehensive analysis of the City's operational environment, emerging trends, and an evaluation of our strengths, weaknesses, opportunities, and threats, Council is tasked with developing Key Focus Areas. These form the foundation of Denton's strategic plan. They are broad, long-term,

and aim to achieve specific outcomes within a 3 to 5-year timeframe. Council then identifies strategic objectives, providing a broad framework for advancing these key focus areas. This allows City management and staff to develop specific initiatives aligned with these objectives.

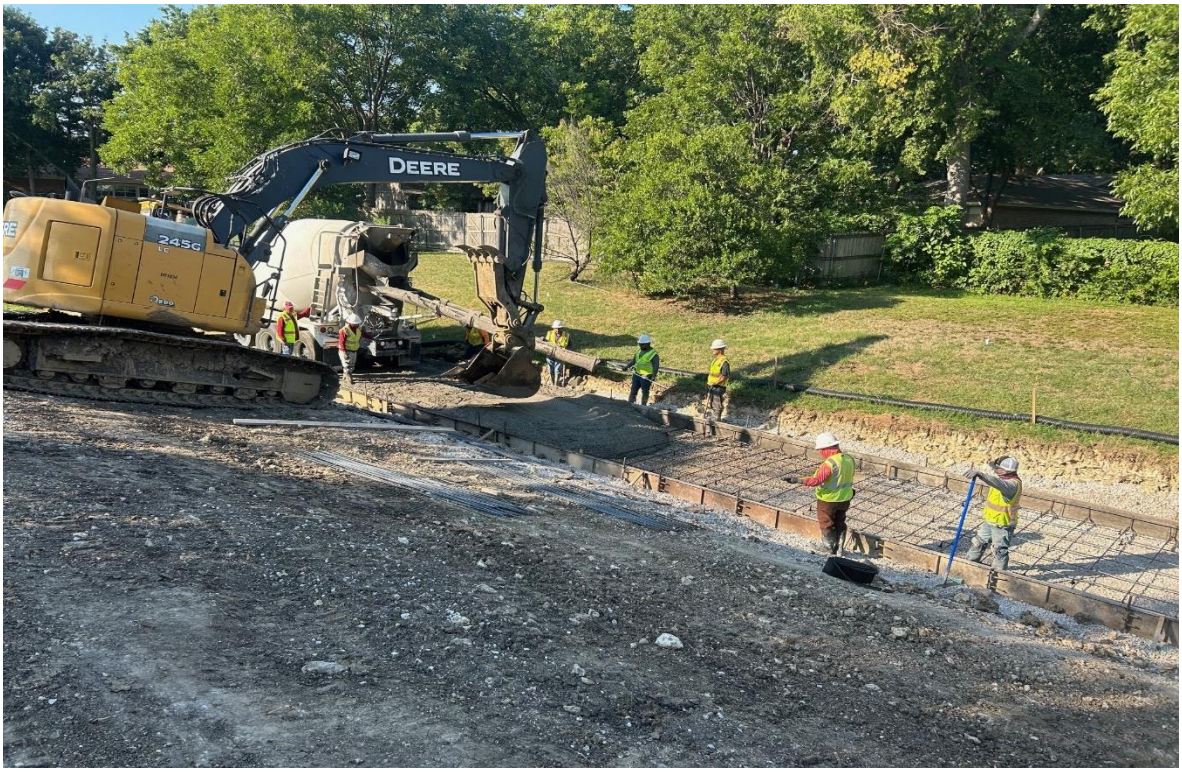
Council held a retreat in June 2022, establishing six key focus areas along with 13 strategic objectives. This guides the annual budget process and department initiatives. The key focus areas and strategic objectives are as follows:

Key Focus Area	Strategic Objectives
Pursue Organizational Excellence and Collaborative and Respectful Leadership	• Become an Employer of Choice • Ensure Quality Operations and Services • Strengthen Community and Surrounding Region
Enhance Infrastructure and Mobility	• Support Strategic Investment in City Infrastructure and Facilities • Ensure High Standard of Development
Foster Economic Opportunity and Affordability	• Grow Denton's Economic Vitality • Promote Housing Affordability and Family Stability
Strengthen Community and Quality of Life	• Preserve Community Character and Identity • Strengthen Community Amenities
Support Healthy and Safe Communities	• Enhance Safety of the Traveling Public • Build Public Safety Capacity
Promote Sustainability and the Environment	• Preserve Existing Natural Resources • Increase Environmental Sustainability

Action Plan for Monitoring Progress

To bolster transparency and accountability, the City actively tracks the progress of over 100 initiatives supporting the Strategic Plan through a public-facing dashboard. This dashboard is updated at least quarterly to ensure the most current information is readily available.

https://performance.envisio.com/dashboard/City_of_Denton_Strategic_Plan



City of Denton Excavator

Fiscal Year 2026 Budget Overview

The Fiscal Year 2026 Operating and Capital Budget city-wide for all funds totals $2,551,200,633. A summary of the proposed expenditure budgets by fund is shown below:

General Fund

General Fund Summary

The General Fund is the City's primary operating fund used to account for revenues and expenses related to essential city services such as Police, Fire, Parks, Library, Community Services, Development Services, and administrative functions. The General Fund is primarily funded by ad valorem (property) taxes, sales tax, fees, and investment income. The General Fund is not restricted to specific purposes and can be used for a wide range of city operations.

The Fiscal Year 2026 expenditure budget for the General Fund is $218,824,966.

Reserve Level

The City of Denton maintains a General Fund reserve balance for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. To ensure that resources are available for these types of issues, the City of Denton targets a fund balance equivalent to 20 to 25% of budgeted expenditures, which includes a resiliency reserve up to 5%. The resiliency reserve will only be utilized in cases of economic distress. As such, the purpose of the resiliency reserve is to minimize budget and service fluctuations due to economic conditions.

The estimated ending reserve balance of $42,508,217 at the end of FY 2025 represents approximately 20.98% of estimated expenditures and is within the targeted goal of 20 to 25%. The chart below provides a listing of the ending fund balances for the past year, an estimated balance for the fiscal year ending September 30, 2025, and the projected balance for the fiscal year ending September 30, 2026.

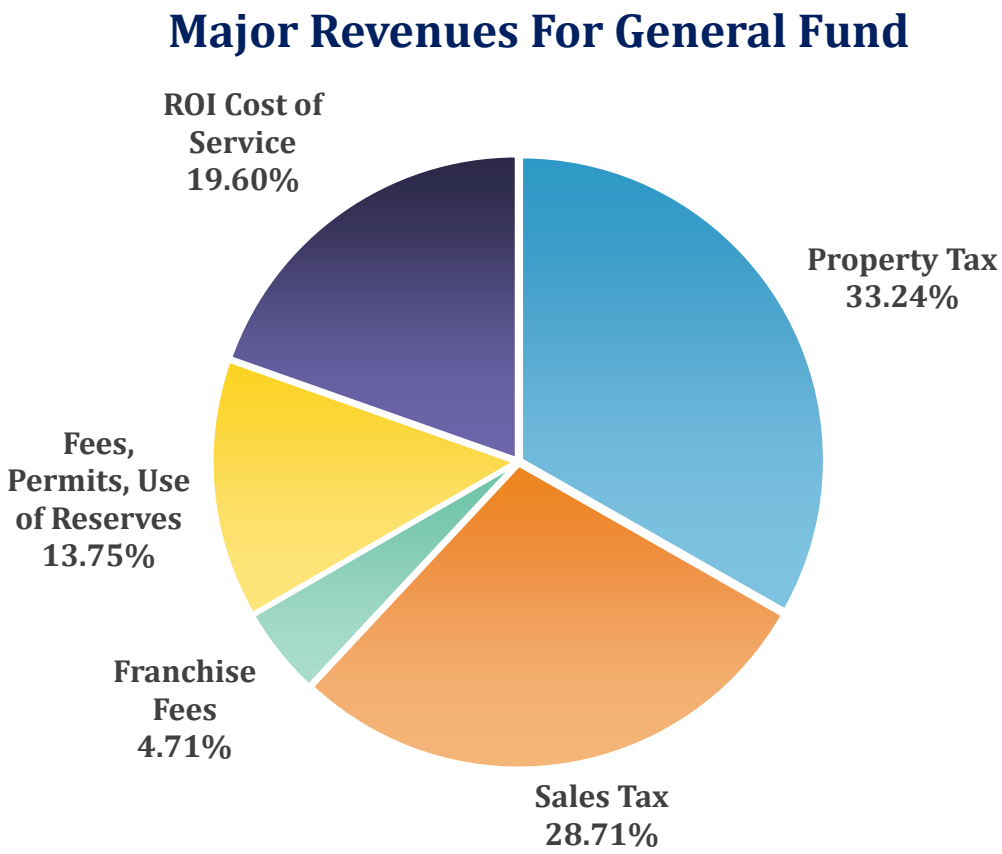
	As of 9/30/24	Estimated 9/30/25	Projected 9/30/26
Ending Balance	$42,353,136	$42,508,217	$42,508,217
% of Total Expenditures	22.38%	20.98%	19.42%
Target %	20% - 25%	20% - 25%	20% - 25%

As detailed in the chart, the City has continued to maintain strong reserve balances near the policy target over the past several years. City Management will continue to monitor our financial

performance and make appropriate expenditure and/or revenue adjustments as necessary to manage the fund balance level. The projected fund balance for the end of fiscal year 2026 is below the minimum targeted goal of 20%. The General fund balance is anticipated rise above 20% in fiscal year 2027.

Revenues

The key General Fund revenue sources are discussed below. The chart below shows the source of the major revenues for FY 2026:



Property Tax

Greater than one-third of the total General Fund revenue is generated from property taxes, also referred to as ad valorem taxes. As shown below, the 2025 certified value increased by 7.10%, approximately, or $1,509,020,092 (excluding TIRZ) from the 2024 certified value. Analysis of the increase shows there was approximately $599.6 million in new value added to the appraisal roll due to new growth and construction. Below is a chart with a detailed breakdown of certified values:

Fiscal Year 2026 Budget Overview

	2024 Certified Total AV	2025 Certified Total AV	Increase (Decrease)	Percent Change	New Value
General Government	$21,246,581,740	$22,755,601,832	$1,509,020,092	7.10%	$599,600,902
Downtown TIRZ[1]	$136,240,592	$172,838,244	$36,597,652	26.86%	$23,677,508
Westpark TIRZ[2]	$165,462,701	$179,489,315	$14,026,614	8.48%	$ -
Total	$21,548,285,033	$23,107,929,391	$1,559,644,358	7.24%	$623,268,410

[1] Downtown TIRZ – Reflects 90% of incremental value through FY 2039 per Ordinance No. 2010-316. Original boundaries expanded by city ordinance #24-2389.
[2] Westpark TIRZ – Reflects 40% of incremental value through FY 2037 per Ordinance No. 2013-033.

The increase in the annual certified value is a combination of the new property values added to the tax rolls and the increase in value for existing properties. The chart below has a detailed breakdown of the new property values and the change in existing property values (excluding TIRZ) for the last 10 years:

Tax Year	New Property Value	Change in Value of Existing Properties
2025	$599,600,902	$909,419,190
2024	$1,211,067,354	$747,691,089
2023	$1,023,634,611	$1,499,322,114
2022	$524,609,421	$1,804,399,997
2021	$461,312,678	$ 590,765,527
2020	$450,814,266	$ 279,652,064
2019	$386,062,956	$ 917,562,289
2018	$323,830,656	$ 660,998,175
2017	$317,877,303	$ 926,733,421
2016	$208,688,574	$ 500,415,159

The Over 65/Disabled tax limitation (freeze) represents approximately $3.38 billion in value, a 13.04% increase from the prior year. Since eligible homeowners pay a frozen amount, the loss of taxable value represents a loss of approximately $6.83 million in revenue to the City.

The FY 2026 budget includes a tax rate greater than the FY 2025 tax rate. The FY 2026 tax rate is $0.595420 per $100 of assessed valuation. Of this amount, $0.334780 is provided for operations and maintenance, and $0.260640 is provided for debt service. The rate for debt service has increased by $0.01 and the operations and maintenance rate has remained the same from FY 2025 to FY 2026.

Fiscal Year 2026 Budget Overview

The following chart provides a 5-year history of certified assessed values and tax rates:

Fiscal Year	Certified Assessed Value*	Operations and Maintenance Tax Rate	Debt Service Tax Rate	Total Tax Rate
2025-26	$22,755,601,832	$0.334780	$0.260640	$0.595420
2024-25	$21,246,581,740	$0.334780	$0.250640	$0.585420
2023-24	$19,287,823,297	$0.354780	$0.205902	$0.560682
2022-23	$16,764,866,572	$0.356432	$0.204250	$0.560682
2021-22	$14,403,105,063	$0.350444	$0.215379	$0.565823

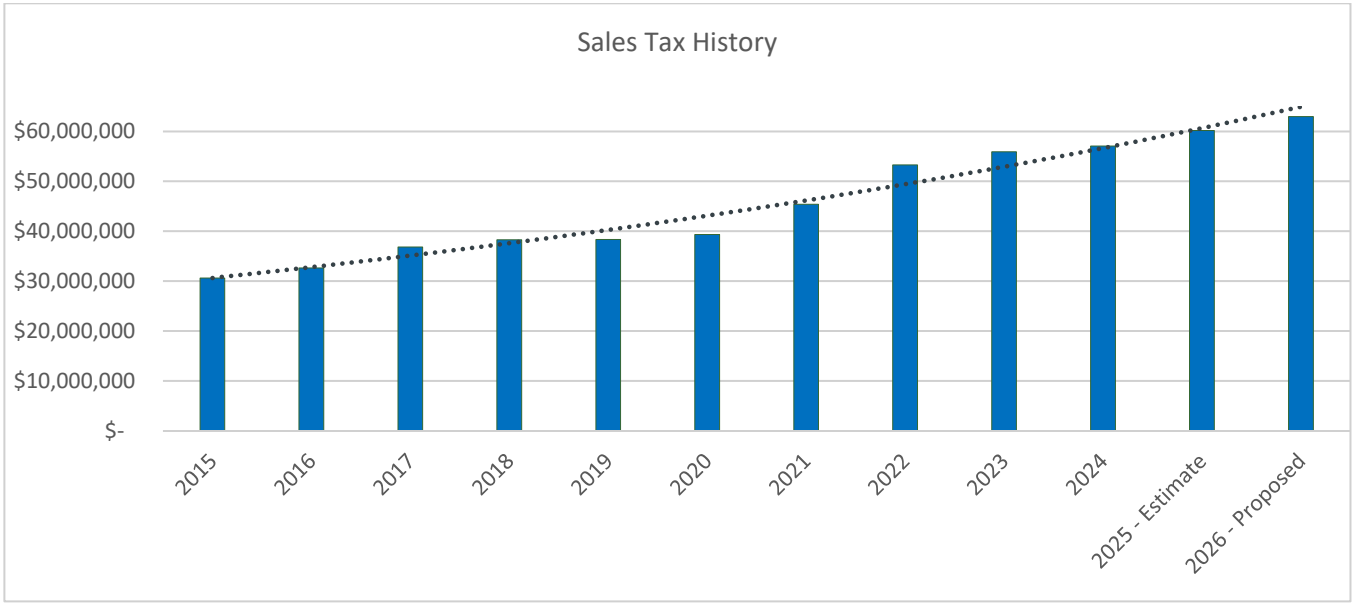
*Certified Assessed Value excludes Downtown and West Park TIRZs, but includes frozen values.

Sales Tax

The FY 2025 year-end estimate of $60,164,000 is -1.11% or -$677,793 below the adopted FY 2025 budget. Revenue growth from sales tax is expected to continue at around 5%, a reduction from prior year trends of 7%.

The FY 2026 budget projects sales tax will be $62,944,986 which is approximately 4.62% above the FY 2025 estimated amount. The five-year financial forecast projects increases in sales tax receipts annually which includes collections related to the Rayzor Ranch and Golden Triangle Mall. The City has economic development agreements with Golden Triangle Mall, Rayzor Ranch, WinCo, Buc-ees and O'Reilly Hospitality for sales tax rebates which are shown as expenses in the Economic Development department budget.

The following chart provides a 10-year history of sales tax collection and growth:



Fiscal Year 2026 Budget Overview

Franchise Fees

Approximately 4.71% of the General Fund's revenues are related to franchise fees. Typically assessed as a percentage of gross revenues, the purpose of the franchise fee is to provide compensation to the City in return for allowing utilities to access City rights-of-way. The FY 2026 budget includes $27,056,448 in total franchise fees from various utilities operating in the City, including city-owned utilities. In FY 2026, the budget allocates $16,300,000 of franchise fee revenue to the Street Improvement Fund. Since franchise fees are generally considered to be compensation for the use of the city-owned rights-of-way, the City designates a portion of the franchise fees to the Street Improvement Fund, which was created in FY 2012. By doing so, this better establishes the linkage between the payment of franchise fees and the use of these funds on street maintenance activities. With this in mind, it is important to also note that the City is not required to spend franchise fees on street maintenance or any other specific activity. Rather, franchise fees are meant to be a General Fund resource, and as such, they may be spent on any activity deemed appropriate by the City Council. Additional details regarding the franchise fee allocation to street maintenance activities are contained in the Street Improvement Fund section of this document.

Expenditures

To navigate current budget conditions, departments conducted zero-based budgeting for FY 2025-26. In addition, departments have assessed existing operations to identify opportunities for cost savings through service reductions, eliminations, technology implementation, or internalization of services. A Budget Task Force was created to further examine the reductions. The FY 2026 budget includes approximately $7 million in General Fund reductions. The following tables illustrate the reduction amounts by service category.

Category	Proposed Reductions
Personnel	$ 3,066,035
Programs	2,179,064
Contractual Services	1,053,223
Travel and Training	197,155
Equipment, Supplies, Other Discretionary	618,317
Total	**$ 7,113,794**

Fiscal Year 2026 Budget Overview

General Fund Expenditure Reductions by Service Category
The following chart illustrates the major reductions included in the proposed FY 2026 operating budget.

Total Funding Reductions ($7,113,794)
The FY 2026 operating budget includes the following funding reductions.

Personnel (Managed Vacancies)

The City has implemented a managed vacancy program as a strategy for applying controls on expenditures in FY 2026. This program will evaluate operational needs for filling new and current vacancies throughout the fiscal year.

Programs

Conclusion of taxpayer funding for the Pilot Ambassador Program - $531,225

In 2023, the City Council approved a two-year pilot program funded by the City's General Fund. The Council provided staff direction to explore a Public Improvement District (PID) as a sustainable funding source. City staff conducted research and held meetings with downtown property owners regarding the potential formation of a PID.

After research, outreach, and property owner feedback, creation of a PID was not supported at this time by property owners. Without an alternative funding source, the program will no longer be funded from the General Fund. The proposed budget includes consideration of funding a scaled-down version of the program from Hotel Occupancy Funds.

Discontinue the After School Program - $220,000
The City of Denton and Denton ISD offer after-school programs. The DISD program is conducted onsite at select campuses, and the City's program includes transporting participants from select elementary schools to recreation facilities.

Working with the ISD, they have capacity to absorb the program to continue services while optimizing resources through collaboration.

Reduce Clear Creek Programming - $50,000
Various Clear Creek Nature Preserve programming with low attendance will be scaled back or discontinued. Maintenance service levels will remain unchanged.

Reduce Irrigation and Rye Grass Overseeding - $148,691
Watering schedules will be adjusted to enhance efficiency, reducing water use and lowering costs while extending the lifespan of irrigation systems. While some landscaping and turf will need to adapt to the new schedule, athletic fields will continue to receive full irrigation to ensure safe and playable conditions. In addition, staff evaluated the cost of rye grass application and its impact on athletic field quality. To optimize resources, overseeding will focus primarily high-traffic areas. This approach aligns with the City's Drought Contingency and Water Conservation Plan.

Pause Police K9 Program - $428,648
Since the K-9 program (New in FY 2024-25) was not yet implemented, this will not impact current service levels. Without it, the department will continue to use mutual aid.

Discontinue Select In-House Special Events - $60,000
After assessing community needs and cost recovery and working with the Community Partnership Committee select Independence Day events will be discontinued or shifted to third-parties. In addition, over the past year, staff have prioritized permitting third-party special events over coordinating internal ones. These changes will allow staff to focus more efforts on Denton Halloween. Staff is still evaluating other holiday events, such as the Easter Egg Hunt, for further reductions.

Reduce In-Kind Budget for Special Events - $200,000
The FY 2024-25 General Fund Budget includes $400,000 which is allocated to select special events by the Community Partnership Committee to offset services utilized for special events including: public safety, solid waste services, facility rentals etc. The proposed will reduce the in-kind amount to $200,000 for FY 2025-26. Following the Special Event Work Session in June staff will be working to offer organizers workshops on various topics including: marketing and fundraising.

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Discretionary Expenditures

Contractual Services - $1,053,223
Departments have assessed existing contracts to identify opportunities for cost savings through service reductions, eliminations, technology implementation, or internalization. By streamlining contracted services where feasible, the City can optimize resources while ensuring continuity in essential functions.

Travel and Training - $197,155
Departments reviewed training-related expenditures to identify cost-saving opportunities. In lieu of external conferences and offsite training, when possible, departments will leverage internal training opportunities, virtual training resources, and industry webinars. These reductions are expected to be temporary, as ongoing professional development remains a priority to ensure Denton remains an employer of choice. Additionally, departments will continue to support training necessary for employees to maintain required licenses and certifications, ensuring that essential qualifications remain current and compliance standards are met.

Equipment, Supplies, and Other - $618,317
Budgets for equipment, supplies, and other discretionary expenses have been adjusted to better reflect prior years' actual expenditures and as needed to realize additional savings. Departments are adopting resourceful practices by optimizing existing inventory and ensuring efficient use of available materials. These cost-saving measures aim to minimize financial impact while maintaining operational effectiveness.

Compensation
The FY 2026 budget does not include a merit or cost of living adjustment (COLA). The following charts are summaries of compensation increases for employees over the past four years:

Non-Civil Service Compensation History

Fiscal Year	Compensation Equivalent - Non-Civil Service
2025-26	No COLA or Merit Increase.
2024-25	2.5% Average Merit Based Increase + 3% Cost of Living Adjustment (COLA)
2023-24	2% Average Merit Based Increase
2022-23	3%+ (Compensation Study)

Fiscal Year 2026 Budget Overview

Civil Service Compensation Increase History

Fiscal Year	Compensation Equivalent - Civil Service
2025-26	Eligible STEP Pay* Increases only, no market plus 5% pay adjustment.
2024-25	Meet & Confer Agreements and Eligible STEP Pay* Increases
2023-24	Meet & Confer Agreements and Eligible STEP Pay* Increases
2022-23	Meet & Confer Agreements and Eligible STEP Pay* Increases

*STEP Pay for eligible employees who meet the requirements in both Police and Fire Civil Service positions

*City management and public safety employee associations have agreed to pause Meet and Confer pay increases for 2025-26 to stay in line with all other non-civil service employees, who will not receive COLA or merit increases this fiscal year.

City Management and public safety employee associations have signed meet-and-confer agreements that include provisions for compensation. Agreements apply to civil service employees only. The City's contribution to the Texas Municipal Retirement System (TMRS) for civil service employees in the Police Department and the Denton Firemen's Relief and Retirement Fund (DFRRF) for civil service employees in the Fire Department is 18.60%.

All other City employees (non-civil service) earn retirement benefits from TMRS. The new TMRS contribution rate is 18.60%.

Other Agency Contributions

Other agency contributions represent allocations for the City of Denton to outside organizations for specific agreed upon public purposes. The Human Services Committee received requests totaling $535,355 for FY 2026, which is an approximate 2.4% increase from the FY 2025 funding level. The FY 2026 funding is split between support from the Community Development Block Grant (CDBG) of $157,400, and $377,955 from the General Fund. The General Fund's FY 2026 proposed contribution is unchanged from FY 2025.

Grants

The City benefits from a variety of federal, state and local grants. In addition, the City routinely provides matching funds for various programs. A complete list of grants is provided in the Financial Summary section of the document. The total grant budget for FY 2026 is $61,069,582 of which $12,837,418 is non-capital, and $48,232,164 is capital related and included in the Capital Improvement Program. This is a decrease of $44,084,056 from the prior year.

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Capital Improvement Program

For FY 2026 the Finance Department hosted a city-wide budget kickoff meeting that focused on cross-departmental collaboration. A submittal method was created for each department to enter their respective capital budgets which were ultimately reviewed by leadership and City Council. This collaborative effort resulted in a city-wide budget that ensures capital projects are appropriately budgeted across the various funds. The FY 2026 Capital Improvement Program (CIP) includes $1.24 billion in city-wide capital projects. This amount includes $691.63 million representing unexpended previously budgeted funds and $552.81 million in planned new funding for FY 2026. Funding for the CIP will come from several different sources including revenue, General Obligation (GO) Bonds, Certificate of Obligations (CO) Bonds, Federal and State Loan Programs, and Impact Fees. The CIP is reviewed each year to reflect changing priorities, as well as to monitor the impact of capital projects on operating budgets and for project scheduling and coordination. The General Government CIP includes non-utility projects such as streets, parks, and other general government facilities that are typically funded through GO bonds or CO bonds. In 2023, voters approved a $291.36 million bond program which included $45.13 million for streets improvements, $58.86 million for drainage and flood control, $33.45 million for park systems, $42.02 million for public safety, $15.00 million for affordable housing, $47.36 million for an active adult center, and $49.55 million for a new library.

The Utility CIP includes projects for the City's enterprise funds, such as Electric, Water, Wastewater, and Solid Waste that are funded from non-tax revenue. The Utility CIP is designed to make sufficient investments in infrastructure to provide reliable service to customers. The Public Utilities Board (PUB) provided a recommendation of the Utility CIP which is included in the budget.

		NEW FUNDING							
DIVISION	TOTAL CURRENT APPROPRIATED	EXTERNAL FUNDING[1]	REVENUE FUNDING	IMPACT FEE FUNDING	GO ISSUANCES	CO ISSUANCES	REVENUE ISSUANCES	NEW FUNDING TOTAL	FY 25-26 GRAND TOTAL
General Government	$ 361,213	$ 5,000	$ 7,258	$ 5,000	$ 44,223	$ 65,548	$ -	$ 127,029	$ 488,242
Electric	96,178	4,050	1,475	-	-	58,435	-	63,960	160,138
Water	95,568	-	1,333	-	-	93,591	-	94,924	190,491
Wastewater	111,511	-	2,830	-	-	240,167	-	242,997	354,508
Solid Waste	25,386	-	3,463	-	-	18,249	-	21,712	47,098
Airport	1,777	1,755	435	-	-	-	-	2,190	3,967
TOTAL	**$ 691,632**	**$ 10,805**	**$ 16,794**	**$ 5,000**	**$ 44,223**	**$ 475,989**	**$ -**	**$ 552,811**	**$ 1,244,443**

Note: All dollars shown on the table above are in thousands (000's).

Enterprise Funds

Utility Reserve Levels

The Utility Departments and the Public Utilities Board have developed financial strategies and objectives to maintain financial stability and resiliency. One objective is to achieve and maintain reserve balances that provide adequate working capital and operating reserve levels. These reserve targets are based primarily on the Government Finance Officers Association's (GFOA) best practices for enterprise funds. In general, "Reserves" are divided into two components: working capital and operating reserves. Working capital provides a minimum unrestricted fund balance to provide the liquidity needed to allow regular management of payables and payment cycles. The working capital target for each utility is 30 days (8%) of average budgeted expenditures. The operating reserve component provides a means of managing expense and demand volatility, ensuring that funding is available for emergencies such as equipment or infrastructure failure, and serving to improve overall resiliency. The table below summarizes the Council-approved targets and forecasted FY 2026 operating reserves as a percentage of total expenditures.

	Electric	Water	Wastewater	Solid Waste
Actual Percentage	17%	56%	30%	19%
FY 2026 Target	46-61%	25-42%	20-31%	6-10%
Equivalent Days of Operating Expenses	140-225 Days	90-150 Days	75-110 Days	20-35 Days

In addition to the above amounts, the Water and Wastewater departments maintain separate impact fee funds and development plan line reserves. The Wastewater Fund also maintains a separate drainage reserve to be used for repairs of the drainage system in the event of major unforeseen circumstances. Lastly, the Solid Waste department maintains a separate fund for landfill closure/post-closure purposes.

The operating budgets, capital improvement plans, and future rate increases projected in the utilities' five-year financial plans have been developed to support these targeted reserve fund balances and are addressed in the Enterprise Fund details following this section.

Aging Infrastructure

The utility departments will continue their financial strategy of replacing aging assets with current revenue and debt. The projected operating budgets, capital improvement plans, and rates contained in the five-year financial plans contemplate a phased approach to revenue-funded asset replacements and maintain debt coverage ratios at bond covenant levels. Bond covenants are legally binding

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agreements between the bond issuer and the bondholder that outlines what the issuer can and cannot do while the bond is outstanding.

Electric Fund

The FY 2026 Electric budget includes $526,631,020 in revenues, $509,582,231 in expenditures, and no use of reserves. The proposed expense budget is a 29.3% increase from the prior fiscal year.

Rates
The Denton Municipal Electric (DME) FY 2026 budget contemplates the following rate assumptions.

- No base rate change for residential and commercial customers in FY 2026. The ECA and TCRF rates will adjust as needed to recover the net cost of energy and transmission expenses.

Personnel Changes
There are no position changes in FY 2026.

Return on Investment (ROI) and Franchise Fees
The ROI for the Electric Fund was increased from 3.50% to 6.00% in FY 2022 and will remain at 6.00% for FY 2026.

Major Capital Improvement Projects
The Electric Fund CIP budget includes funding for the following major capital projects in FY 2026:

- Debt: $58.43 million
- Revenue: $5.48 million

Including the improvements discussed above, the FY 2026-30 five-year capital improvement program is $390.12 million. The program is necessary to meet the expected growth in demand for electric services, improve the reliability of the electric system, replace aging infrastructure, and comply with new regulatory requirements.

Water Fund

The FY 2026 Water Fund budget includes $59,167,356 in revenues, $62,799,520 in expenditures, and $3,632,164 in use of reserves. The proposed expense budget is a 12.9% increase from the prior fiscal year.

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Rates
The FY 2026 budget contemplates the following rate assumptions.

- An increased rate change of 3.00% for residential and commercial customers in FY 2026.

Personnel Changes
There are no position changes in FY 2026.

Major Capital Improvement Projects
The Water Fund CIP budget includes funding for the following major capital projects in FY 2026:

- Debt: $93.59 million
- Revenue: $1.33 million

Wastewater Fund

The FY 2026 Wastewater budget includes $50,426,572 in revenues, $51,361,578 in expenditures, and $935,006 in use of reserves. The proposed expense budget is a 12.5% increase from the prior fiscal year.

Rates
The FY 2026 budget contemplates the following rate assumptions.

- An increased rate change of 11.00% for residential and commercial customers in FY 2026.

Personnel Changes
There are no position changes in FY 2026.

Major Capital Improvement Projects
The Wastewater Fund CIP budget includes funding for the following major capital projects in FY 2026:

- Debt: $240.17 million
- Revenue: $2.83 million

Solid Waste Fund

The FY 2026 Solid Waste budget includes $45,353,673 in revenues, $44,949,845 in expenditures, and no use of reserves. The proposed expense budget is a 4.2% increase from the prior fiscal year.

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Rates
No base rate change for residential and commercial customers in FY 2026.

Personnel Changes
The positions in FY 2026 decreased by one position.

Major Capital Improvement Projects
The Solid Waste Fund CIP budget includes funding for the following major capital projects in FY 2026:

- Debt: $18.25 million
- Revenue: $3.463 million

Utility Rate Change Summary
The following chart summarizes the annual rate increases/ (decreases) for the last seven fiscal years. This chart illustrates the City's commitment to fiscal accountability and a continued effort to responsibly and appropriately set rates that provide optimal service levels.

Rate Increases / (Decreases)							
Utility	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**
Electric	-	-	-	-	3.00%	1.50%	-
Water	-	-2.00%	-	-	-	3.00%	3.00%
Wastewater	-	-	-	-	11.00%	11.00%	11.00%
Solid Waste	-12.00%	-5.00%	-	-	-	1.50%	-

Airport Fund

The Airport Fund was established in FY 2011 as a self-sustaining enterprise. The fund is comprised of both Airport operations and Airport gas wells. Beginning in FY 2017, the Airport debt service was paid by the City's General Debt Service Fund in order to ensure the long-term financial sustainability of the Airport Fund. However, in FY 2021 the Airport began funding and continues to fund their debt service.
The FY 2026 Airport budget includes $2,585,416 in revenues, $2,521,361 in expenditures, and no use of reserves. The proposed expense budget is a -0.6% decrease from the prior fiscal year.

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Rates
The FY 2026 budget contemplates the following rate assumptions.

- Airport rates were adjusted in FY 2025.

Personnel Changes
Airport proposes to reduce a vacant 0.5 part-time FTE that is no longer needed for airport operations in FY 2026.

Major Capital Improvement Projects
The Airport Fund CIP budget includes funding for the following major capital projects in FY 2026:

- Debt: $0.95 million
- Grants: $8.55 million

Internal Service, Special Revenue, and Donation Funds

Customer Service Fund

The Customer Service Fund was established in FY 2019 and allows for more visibility to the allocation of Customer Service costs. The FY 2026 Customer Services budget includes $11,873,598 in revenues, $11,873,598 in expenditures, and no addition of personnel or use of reserves. The proposed expense budget is a -0.8% decrease from the prior fiscal year. This includes a proposal for consideration to implement a credit card fee to recover cost associated with credit card processing transactions.

Technology Services Fund

The Technology Services Fund reflects the costs of providing technical support services to City departments. This internal service fund is comprised of eight separate functional areas, including administration, telecommunications, geographic information systems, application development, user support, public safety support, and regulatory compliance. The FY 2026 budget includes no additions to personnel. The FY 2026 Technology Services budget includes $24,774,431 in revenues,

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$24,774,431 in expenditures, and no use of reserves. The proposed expense budget is a -0.2% decrease from the prior fiscal year.

Materials Management Fund

The Materials Management Fund is comprised of purchasing and warehouse operations. Materials Management is an internal service fund responsible for procuring goods and services for City departments, which is regulated by local, state, and federal law. The department is also responsible for the warehousing of materials and supplies necessary for City departments to serve the community. The FY 2026 Materials Management budget includes $20,934,328 in revenues, $20,934,328 in expenditures, and no use of reserves. The proposed expense budget is a 0.2% increase from the prior fiscal year.

Fleet Management Fund

The Fleet Management Fund reflects the costs of providing vehicle maintenance and equipment-related support services to City departments. This internal service fund is comprised of four functional areas, including vehicle maintenance, fuel purchasing, vehicle parts contract, and motor pool administration. The FY 2026 Fleet Management budget includes $18,663,445 in revenues, $18,663,445 in expenditures, and no use of reserves. The proposed expense budget is a 4.9% increase from the prior fiscal year.

Risk Retention Fund

The Risk Retention Fund was established to record the activities of providing insurance coverage and self-funded activities for City operations including vehicle, property, general liability, and worker's compensation claims. The FY 2026 Risk Retention budget includes $8,327,477 in revenues, $8,327,477 in expenditures, and no use of reserves. The proposed expense budget is a -6.0% decrease from the prior fiscal year.

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Health Insurance Fund

The City is self-insured. The Health Insurance Fund reflects the City's cost to provide medical, dental, vision, life, disability and other insurance to eligible City employees and retirees. The City switched to a self-funded health insurance plan in 2008, projecting long-term savings for the Health Insurance Fund. In an effort to address rising costs, the City opened the Employee Health Center (clinic) in December 2011. The clinic provides primary care benefits at no cost to our employees, retirees, and dependents that are covered under the City's self-funded program. As a result of medical and pharmacy inflation, the FY 2026 budget includes an increase in the medical and pharmacy employer contribution per employee to $1,331; an increase over FY 2025 of 2.18%. The budget also accounts for anticipated employee contribution increases or decreases depending on the plan and tier selected during the open enrollment period. The FY 2026 Health Insurance budget includes $43,900,363 in revenues, $43,900,363 in expenditures, and no use of reserves. The proposed expense budget is a 4.0% increase from the prior fiscal year.

Engineering Services Fund

The Engineering Services Fund was created in FY 2014. The engineering functions that were previously budgeted in the Water Fund, Wastewater Fund, and General Fund were reorganized and consolidated into this new fund. This fund is made up of Engineering Administration, Capital Projects, Public Works Inspections, Development Review, Real Estate, and Engineering. The department does not include engineering functions for Denton Municipal Electric. The FY 2026 Engineering Services budget includes $13,314,400 in revenues, $13,314,400 in expenditures, and no use of reserves. The proposed expense budget is a -1.5% decrease from the prior fiscal year.

Facilities Management

The Facilities Fund was created in FY 2021 and allows for more visibility of the allocation of costs. This budget was previously part of the General Fund. As an Internal Service Fund, the cost of maintaining facilities is allocated to departments through a cost allocation model. The FY 2026 Facilities Management budget includes $8,459,548 in revenues, $8,459,548 in expenditures, and no use of reserves. The proposed expense budget is a 0.5% increase from the prior fiscal year.

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Street Improvement Fund

The Street Improvement Fund was established in FY 2012. The purpose of the fund is to provide a dedicated mechanism to account for street maintenance and improvement activities. The Street Improvement Fund receives revenue from a portion of franchise fees previously accounted for in the General Fund. Growth in Franchise Fee Revenue is accounted for in the Street Improvement Fund.

Interest cost savings associated with issuing Certificates of Obligation (CO) Bonds in lieu of Revenue Bonds are also transferred to the Street Improvement Fund from the utility funds. Beginning in 2010, the City changed the manner by which the utilities issue debt to fund capital improvements by selling CO Bonds instead of Revenue Bonds. Using the AA+ credit rating of the City, rather than the A+ credit rating of the Utility System, the City was able to lower the interest costs to the Utility funds. As such, this budget transfers $2,189,864 in interest cost savings from the utility funds to the Street Improvement Fund in FY 2026. The FY 2026 Street Improvement budget includes $21,202,892 in revenues, $23,432,130 in expenditures, and $2,229,238 in use of reserves. The proposed expense budget is a 14.1% increase from the prior fiscal year.

Tourist and Convention Fund

The Tourist and Convention Fund records the receipt and distribution of the City's Hotel Occupancy Tax, which is levied at 7.00% of room rental rates. The Community Partnership Committee is responsible for determining a recommendation on the allocation of funds annually. The FY 2026 budget includes revenues of $4,072,466, expenditures of $5,061,486, and $988,520 in use of reserves. For FY 2026, the City implemented a rubric to score applications for funding requests. The proposed expense budget is a 11.6% increase from the prior fiscal year.

Police Confiscation Fund

The Police Confiscation Fund was established to record the receipt of confiscated contraband and the expenditures funded by that revenue as approved by the courts. The FY 2026 budget includes expenses of $756,180 to fund additional Police training, materials, and supplies. A state law passed

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in FY 2021 does not allow cities to budget revenues for the Police Confiscation Fund. The proposed expense budget is a 51.2% increase from the prior fiscal year.

Catalyst Fund

The Economic Development Investment Fund was created in FY 2016 and was reassigned as the Catalyst Fund beginning in FY 2023 (Ordinance No. 22-1803). The FY 2026 budget includes revenues of $1,150,000, expenses of $2,150,000 and $1,000,000 use of reserves. The City created an expiring incentives program considered annually during the budget process. With Council consensus, expiring incentives budgets can be moved to the Catalyst Fund (City Ordinance 25-1015) for future grants. The proposed expense budget shows an 87% increase from the prior fiscal year.

Parks Gas Well Fund

The City's Parks Gas Well Fund was established to record the receipt of restricted gas well revenues on park property. Expenditures from this fund will be used for park system projects. The City currently has several producing gas wells located under City owned property and throughout the community. As gas well revenue is considered a short-term resource, the expenditures programmed from these funds will be used for one-time capital project completion. The FY 2026 budget includes revenues of $70,000, and expenditures of $70,000. The proposed expense budget is unchanged from the prior fiscal year.

Roadway Impact Fee Fund

The Roadway Impact Fee Fund was established in FY 2016 to record the receipt and expenditure of impact fees associated with developing city roadways (City Ordinance 16-189). The FY 2026 budget includes revenues of $5,000,000, expenditures of $5,000,000, and no use of reserves. The proposed expense budget is a -23.7% decrease from the prior fiscal year.

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Tree Mitigation Fund

The Tree Mitigation Fund is currently used to fund tree plantings on both public and private property. The budget includes revenues of $1,000,000 and $1,000,000 of expenditures. The budget will be used for the continuation of the current programs for tree planting. The budget includes $46,576 for Keep Denton Beautiful (KDB) tree initiative programs, $902,755 for tree preservation, and $50,669 for tree rebates. The proposed expense budget is unchanged from the prior fiscal year.

Public Education Government (PEG) Fund

The Public Education Government (PEG) Fund provides for the acquisition of production equipment, capital, and other lawful PEG purposes. PEG fees are remitted to the City on a quarterly basis. Resources are programmed to support four public education government channels operated by the University of North Texas, Texas Woman's University, Denton Independent School District, and Public Access. The FY 2026 budget includes $150,000 in total revenues and $500,000 in expenses. Reserves in the amount of $350,000 are being utilized to balance the budget for the acquisition of equipment, capital, materials, and supplies. The proposed expense budget is unchanged from the prior fiscal year.

McKenna Trust Fund

The McKenna Trust Fund was created to account for interest received from the George McKenna Trust, which was established in 1958 and currently is managed by JP Morgan Chase Bank. One half of the net income from this trust is distributed to Cook Children's Hospital in Fort Worth and one half of the net income is distributed to the City of Denton for use only in maintaining, developing, preserving, and improving the George McKenna Park. The FY 2026 budget includes revenues of $11,500, expenditures of $20,000, and a use of reserves of $8,500 for park maintenance at McKenna Park. The proposed expense budget is unchanged from the prior fiscal year.

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Parks Land Dedication and Development Trust Funds

The Parks Land Dedication and Development Trust Funds are funded by developer contributions which provide for neighborhood parks and projects within a service area of the development or platting. Due to the specific use of these funds, projects planned for the next fiscal year are concentrated in community and neighborhood park areas in the community. The Park Land Dedication fund will be used for the acquisition of prospective park property. Both funds may also be used to cover the labor expenses of employees who are working on trust fund projects. The FY 2026 budget includes revenues of $2,175,000, expenditures of $1,000,000, and no use of reserves for the Park Land Dedication Trust Fund. The FY 2026 budget for the Park Development Trust Fund includes revenues of $2,700,000, expenditures of $1,000,000, and no use of reserves for the Park Development Trust Fund. Funds will be used for Bowling Green Park, Village of Carmel Park, Briercliff Park, Denia Park, and other park projects. The proposed expense budget is unchanged from the prior fiscal year.

Downtown Tax Increment Reinvestment Zone Fund

The Downtown Tax Increment Reinvestment Zone Fund (TIRZ #1) was created in FY 2012 through Ordinance No. 2010-316, which was adopted on December 7, 2010. The fund accounts for the tax revenues that are collected above the FY 2011 levels in the downtown area. The base value for TIRZ #1 is $79,356,854, and the certified total for FY 2026 is $271,399,347 which represents an incremental value of $ $172,838,244, which is 90% of the increment. For FY 2026, revenues of $1,209,955, expenditures of $1,542,251 and a use of reserves of $332,296 are budgeted. Ordinance No. 2010-316 states in years 1-5, 100% of the tax increment produced by the City shall be paid into this fund. In years 6-10, 95% of the tax increment produced by the City shall be paid into this fund. In years 11-20, 90% of the tax increment produced by the City shall be paid into this fund. In years 21-30, 85% of the tax increment produced by the City shall be paid into this fund. FY 2026 represents the fourteenth year for this fund. The Original boundaries of the Downtown TIRZ were expanded by city ordinance #24-2389 in FY 2024. The proposed expense budget is unchanged from the prior fiscal year.

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Westpark Tax Increment Reinvestment Zone Fund

The Westpark Tax Increment Reinvestment Zone Fund (TIRZ #2) was created through Ordinance No. 2012-366, which was adopted on December 18, 2012. The fund accounts for the tax revenues that are collected above the FY 2013 levels. The base value for TIRZ #2 is $119,458. The City and Denton County contribute 40% of the tax increment to this fund. The 2025 certified total for FY 2026 is $448,842,745, which represents an incremental value of $ $179,489,315 which is 40% of the increment. For FY 2026, revenues of $1,492,682 expenditures of $474,006, and no use of reserves are budgeted. The proposed expense budget is a -86.5% decrease from the prior fiscal year.

Sustainability Framework Fund

The Sustainability Framework Fund was created for sustainability initiatives as recommended by City Council through Ordinance No. 21-1689. For FY 2026 revenues of $1,050,150 and expenditures of $1,050,150 are budgeted. The proposed expense budget is a 31.3% increase from the prior fiscal year.

Environmental Services Fund

The Environmental Services Fund was created to consolidate environmental related services provided across the City through Ordinance No. 23-1871. For FY 2026 revenues of $5,815,738, and expenditures of $5,815,738 are budgeted with no use of reserve. The proposed expense budget is a -5.4% decrease from the prior fiscal year.

Donation Funds

Periodically the City receives donations from the community for special purposes. The Donation Funds consist of separate collections for Police, Fire, Animal Control, Library, and Parks. Revenue and expenses for these funds will be represented collectively for budgeting purposes. The FY 2026 budget

includes $217,500 in revenues, $280,500 in expenditures, and $63,000 in use of reserves. The proposed expense budget is a 5.1% increase from the prior fiscal year.

Meadows Municipal Utility District

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 will feature 1,600 residential lots, 396 multifamily units, and 19 acres of commercial property. 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. The development agreement included a Strategic Partnership Agreement (SPA) which allows for the limited purpose annexation of portions of the property for commercial use for the purpose of collecting sales tax. Following the limited-purpose annexation, the City is required to provide 50 percent of the sales tax collected back to the MUD. The City held a first public hearing on June 4, 2024, and the second public hearing on June 18, 2024 to consider adoption of the Strategic Partnership Agreement through Ordinance No. 24-1103. For FY 2026, the City will not be providing Fire service and no revenues or expenditures are budgeted.

Legends Municipal Utility District

On February 14, 2020, the City received a Petition for Consent from Legends Ranch Development, LLC to create a 496.136 acre MUD in the City's ETJ Division I through the Texas Commission on Environmental Quality (TCEQ) process. The property lies within the City's Certificate of Convenience and Necessity (CCN) area for both water and wastewater. The Fire Protection Services Agreement concerning Legends Ranch Municipal Utility District (MUD) was entered into by the City effective on May 12, 2023. The FY 2026 budget includes revenues of $147,000 and expenditures of $147,000. The proposed expense budget is a -13.1% decrease from the prior fiscal year.

Fiscal Year 2026 Budget Overview

Tourism Public Improvement District

A Tourism Public Improvement District (TPID) in Texas is a specific type of public improvement district designed to enhance and promote tourism-related activities within a designated area by providing resources to attract convention and group business. A majority of hoteliers by the appraised value (61.5%) and surface area (65.1%) successfully petitioned the City to establish the TPID. On July 16, 2025, Council held a second public hearing and authorized a contract for the TPID management, service plan, assessment plan, and assessment roll with the Denton Tourism Public Improvement District Corporation (DTPIDC), and Chamber of Commerce. For FY 2026 revenues of $1,203,334, and expenditures of $1,203,334 are budgeted. The proposed expense budget is a 9.1% increase from the prior fiscal year.

Save the Environment

BUDGET RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
General Fund	$ 189,080,909	$ 207,579,154	$ 202,699,584	$ 218,824,966
General Debt Service Fund	106,221,238	129,462,195	130,388,506	143,561,695
Electric Fund	290,494,152	393,977,690	319,554,727	526,631,020
Water Fund	52,142,264	55,635,824	54,444,191	62,799,520
Wastewater Fund	42,005,214	45,662,165	45,069,351	51,361,578
Solid Waste Fund	41,039,634	43,519,287	43,248,395	45,353,673
Airport Fund	2,369,756	2,602,226	2,435,673	2,585,416
Customer Service Fund	9,096,937	11,965,917	11,046,422	11,873,598
Technology Services Fund	20,598,682	25,100,222	23,659,450	25,051,383
Materials Management Fund	14,979,528	20,890,460	15,290,263	20,934,363
Fleet Management Fund	16,843,551	17,797,472	17,594,867	18,663,445
Risk Retention Fund	8,176,075	8,855,546	9,181,430	8,327,477
Health Insurance Fund	37,191,946	42,196,727	41,668,120	43,900,363
Engineering Services Fund	11,476,670	13,521,518	9,603,988	13,314,400
Facilities Management Fund	6,799,459	8,418,765	8,409,371	8,459,548
Street Improvement Fund	23,844,466	20,532,635	18,713,173	23,432,130
Tourist & Convention Fund	3,537,757	4,536,104	4,260,934	5,061,486
Police Confiscation Fund[1]	302,154	-	18,713,173	756,180
Environmental Services Fund	4,660,315	6,145,567	5,084,203	5,815,738
Catalyst Fund	1,019,592	1,150,000	409,927	2,150,000
Parks Gas Well Fund	27,319	70,000	34,341	70,000
Tree Mitigation Fund	1,152,706	1,000,000	295,096	1,000,000
Public Education Government Fund	216,140	500,000	119,369	500,000
McKenna Trust Fund	9,868	20,000	9,501	20,000
Park Land Dedication Trust Fund	1,324,560	2,175,000	1,434,066	2,175,000
Park Development Trust Fund	1,510,050	2,200,000	3,648,235	2,700,000
Downtown Tax Increment Financing Fund	1,153,584	1,542,251	1,272,280	1,542,251
Westpark Tax Increment Financing Fund	1,309,775	1,301,378	3,499,900	1,492,682
Sustainability Framework Fund	564,161	800,000	88,516	1,050,150
Roadway Impact Fee Fund	3,682,360	6,554,000	5,500,000	5,000,000
Water Impact Fees Fund	12,644,648	12,400,000	16,317,220	15,400,000
Wastewater Impact Fees Fund	8,436,054	13,000,000	13,147,718	13,000,000
Donation Special Revenue Funds	203,793	267,000	77,903	280,500
Tourism Public Improvement District	-	1,103,385	966,683	1,203,334
Public Housing Finance Corporation	-	5,000,000	-	-
Meadows Municipal Utility District	307,887	307,750	307,750	-
Legends Municipal Utility District	563,575	169,250	142,053	147,000
TOTAL OPERATING RESOURCES	$ 914,986,778	$ 1,128,492,123	$ 1,047,049,553	$ 1,284,438,896
Grant Program	84,817,622	94,995,840	94,995,840	61,069,582
Capital Improvements Program	738,755,000	926,014,483	926,014,483	1,244,443,000
TOTAL RESOURCES	$ 1,738,559,400	$ 2,149,502,446	$ 2,068,059,876	$ 2,589,951,478

[1]U.S. Department of Justice Guide to Equitable Sharing dictates that no revenue budget is created for this fund. Amount shown is an appropriation for use of reserves to provide a balanced budget for this fund.

BUDGET RESOURCE & EXPENDITURE SUMMARY

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
General Fund	$ 189,080,909	$ 207,579,154	$ 202,544,503	$ 218,824,966
General Debt Service Fund	106,221,238	129,462,195	129,462,195	143,561,695
Electric Fund	290,494,152	393,977,690	319,554,727	509,582,231
Water Fund	47,899,073	55,635,824	53,787,573	62,799,520
Wastewater Fund	41,325,924	45,662,165	44,871,851	51,361,578
Solid Waste Fund	41,039,634	43,519,287	42,962,750	45,353,673
Airport Fund	2,369,756	2,602,226	2,435,673	2,585,416
Customer Service Fund	9,049,407	11,965,917	11,046,422	11,873,598
Technology Services Fund	20,591,047	25,100,222	23,945,764	25,051,383
Materials Management Fund	14,954,517	20,890,460	15,117,113	20,934,363
Fleet Management Fund	16,843,551	17,797,472	17,055,892	18,663,445
Risk Retention Fund	6,892,636	8,855,546	7,947,202	8,327,477
Health Insurance Fund	37,191,946	42,196,727	41,668,120	43,900,363
Engineering Services Fund	10,965,901	13,521,518	9,603,988	13,314,400
Facilities Management Fund	13,723,704	8,418,765	8,182,862	8,459,548
Street Improvement Fund	23,844,466	20,532,635	18,264,995	23,432,130
Tourist & Convention Fund	3,537,757	4,536,104	4,226,177	5,061,486
Police Confiscation Fund	99,465	500,000	310,351	756,180
Environmental Services Fund	4,403,488	6,145,567	5,084,203	5,815,738
Catalyst Fund	1,000,000	1,150,000	144,000	2,150,000
Parks Gas Well Fund	-	70,000	32,973	70,000
Tree Mitigation Fund	570,426	1,000,000	299,199	1,000,000
Public Education Government Fund	216,140	500,000	69,220	500,000
McKenna Trust Fund	9,868	20,000	-	20,000
Park Land Dedication Trust Fund	1,324,560	1,000,000	1,000,000	1,000,000
Park Development Trust Fund	259,454	1,000,000	1,000,000	1,000,000
Downtown Tax Increment Financing Fund	103,695	1,542,251	219,998	1,542,251
Westpark Tax Increment Financing Fund	210,047	3,522,650	3,499,900	474,006
Sustainability Framework Fund	564,161	800,000	80,000	1,050,150
Roadway Impact Fee Fund	1,519,000	6,554,000	5,500,000	5,000,000
Water Impact Fees	-	1,635,340	1,635,866	1,732,674
Wastewater Impact Fees	-	2,990,345	2,990,345	8,858,946
Donation Special Revenue Funds [1]	122,910	267,000	77,903	280,500
Tourism Public Improvement District	-	1,103,385	966,683	1,203,334
Public Housing Finance Corporation	-	5,000,000	-	-
Meadows Municipal Utility District	-	307,750	307,750	-
Legends Municipal Utility District	-	169,250	169,250	147,000
TOTAL OPERATING EXPENDITURES [2]	$ 886,428,831	$ 1,087,531,444	$ 976,065,447	$ 1,245,688,051
Grant Program	84,817,622	94,995,840	94,995,840	61,069,582
Capital Improvements Program	738,755,000	926,014,483	926,014,483	1,244,443,000
TOTAL EXPENDITURES	$ 1,710,001,453	$ 2,108,541,767	$ 1,997,075,770	$ 2,551,200,633

[1]Includes donation funds for Animal Services, Police, Fire, Parks and Recreation, and Library.

[2]FY 2024 budget is reflective of the adopted budget and does not include budget amendments.

CONSOLIDATED FUNDS SUMMARY

	Major Funds			*Non-Major Funds*		
	General Fund FY 2026 PROPOSED	Enterprise Funds FY 2026 PROPOSED	General Debt Service Fund FY 2026 PROPOSED	Internal Service Funds FY 2026 PROPOSED	Special Revenue Funds FY 2026 PROPOSED	Total All Funds FY 2026 PROPOSED
PROJECTED APPROPRIABLE FUND BALANCE FYE 2025	**$ 42,508,217**	**$ 189,105,570**	**$ 2,336,448**	**$ 5,805,195**	**$ 171,781,443**	**$ 411,536,873**
REVENUES						
Ad Valorem Taxes	$ 71,889,200	$ -	$ 55,556,965	$ -	$ 7,824,809	$ 135,270,974
Sales Tax	62,944,986	-	-	-	-	62,944,986
Franchise Agreements	10,756,448	-	-	-	16,300,000	27,056,448
Other Taxes	566,134	-	-	-	2,400,000	2,966,134
Service Fees	12,832,606	-	-	-	4,782,000	17,614,606
Fines and Fees	2,528,462	-	-	-	-	2,528,462
Licenses and Permits	6,846,632	-	-	-	900,000	7,746,632
Return on Investment	21,437,926	-	-	-	1,544,370	22,982,296
Utilities Operating	-	680,009,132	-	-	-	680,009,132
Other Revenues	7,067,799	-	151,732	53,033,309	30,796,500	91,049,340
Subtotal Revenues	$ 196,870,193	$ 680,009,132	$ 55,708,697	$ 53,033,309	$ 64,547,679	$ 1,050,169,010
Transfers from other funds	$ 21,954,773	$ 4,154,905	$ 87,852,998	$ 103,307,006	$ 6,689,864	$ 223,959,546
TOTAL REVENUES*	**$ 218,824,966**	**$ 684,164,037**	**$ 143,561,695**	**$ 156,340,315**	**$ 71,237,543**	**$ 1,274,128,556**
TOTAL RESOURCES	**$ 261,333,183**	**$ 873,269,607**	**$ 145,898,143**	**$ 162,145,510**	**$ 243,018,986**	**$ 1,685,665,429**
EXPENDITURES						
Personnel Services	$ 151,582,811	$ 69,433,778	$ -	$ 41,254,635	$ 5,262,591	$ 267,533,815
Purchased Power	-	337,496,859	-	-	-	337,496,859
Material and Supplies	4,617,746	10,419,723	-	8,583,502	405,229	24,026,200
Maintenance and Repair	2,349,279	7,517,419	-	3,243,735	7,616,086	20,726,519
Insurance	3,868,485	3,103,594	-	45,664,327	99,156	52,735,562
Miscellaneous	2,503,462	1,130,501	-	557,550	1,851,950	6,043,463
Operations	25,386,802	28,407,305	-	28,154,937	6,909,176	88,858,220
Fixed Assets	477,588	966,576	-	-	581,500	2,025,664
Return on Investment	-	21,437,926	-	-	-	21,437,926
Franchise Fees	-	23,504,148	-	-	-	23,504,148
Debt Service	-	107,277,327	143,561,695	2,408,522	10,591,620	263,839,164
Inventory Purchases	-	-	-	14,600,000	-	14,600,000
Tourist and Convention	-	-	-	-	-	-
Capital Outlay	1,063,450	11,037,234	-	-	13,970,757	26,071,441
Subtotal Appropriations	$ 191,849,623	$ 621,732,390	$ 143,561,695	$ 144,467,208	$ 47,288,065	$ 1,148,898,981
Transfers to other funds	$ 26,975,343	$ 49,950,028	$ -	11,873,107	$ 7,990,592	$ 96,789,070
TOTAL EXPENDITURES	**$ 218,824,966**	**$ 671,682,418**	**$ 143,561,695**	**$ 156,340,315**	**$ 55,278,657**	**$ 1,245,688,051**
ENDING FUND BALANCE	**$ 42,508,217**	**$ 201,587,189**	**$ 2,336,448**	**$ 5,805,195**	**$ 187,740,329**	**$ 439,977,379**
NET CHANGE IN FUND BALANCE	**$ -**	**$ 12,481,619**	**$ -**	**$ -**	**$ 15,958,886**	**$ 28,440,506**

(*) Use of reserves is not included in revenue.

PROJECTED APPROPRIABLE FUND BALANCES

	APPROPRIABLE FUND BALANCE [1] 10-1-24	ESTIMATED REVENUES [5] FY 2025	ESTIMATED EXPENDITURES FY 2025	PROJECTED APPROPRIABLE FUND BALANCE [1] 9-30-25	PROPOSED REVENUES [5] FY 2026	PROPOSED EXPENDITURES FY 2026	PROJECTED APPROPRIABLE FUND BALANCE [1] 9-30-26
General Fund							
General Fund	$ 42,353,136	$ 202,699,584	$ 202,544,503	$ 42,508,217	$ 218,824,966	$ 218,824,966	$ 42,508,217
General Debt Service Fund	1,410,137	130,388,506	129,462,195	2,336,448	143,561,695	143,561,695	2,336,448
Enterprise Funds							
Electric Fund	$ 112,128,803	$ 317,794,028	$ 319,554,727	$ 110,368,104	$ 526,631,020	$ 509,582,231	$ 127,416,893
Water Fund [2]	43,229,553	54,444,191	53,787,573	43,886,171	59,167,356	62,799,520	40,254,007
Wastewater Fund [3]	18,925,173	45,069,351	44,871,851	19,122,673	50,426,572	51,361,578	18,187,667
Solid Waste Fund [4]	12,248,136	43,248,395	42,962,750	12,533,781	45,353,673	45,353,673	12,533,781
Airport Fund	3,215,342	2,415,171	2,435,673	3,194,840	2,585,416	2,585,416	3,194,840
Enterprise Funds Subtotal	**$ 189,747,007**	**$ 462,971,136**	**$ 463,612,573**	**$ 189,105,570**	**$ 684,164,037**	**$ 671,682,418**	**$ 201,587,189**
Internal Service Funds							
Customer Service Fund	$ 550,280	$ 11,046,422	$ 11,046,422	$ 550,280	$ 11,873,598	$ 11,873,598	$ 550,280
Technology Services Fund	663,655	23,659,450	23,945,764	377,341	25,051,383	25,051,383	377,341
Materials Management Fund	69,117	15,290,263	15,117,113	242,268	20,934,363	20,934,363	242,268
Fleet Management Fund	(538,975)	17,594,867	17,055,892	-	18,663,445	18,663,445	-
Risk Retention Fund	2,358,377	9,181,430	7,947,202	3,592,604	8,327,477	8,327,477	3,592,604
Health Insurance Fund	857,484	41,361,147	41,668,120	550,511	43,900,363	43,900,363	550,511
Engineering Services Fund	126,902	9,477,086	9,603,988	-	13,314,400	13,314,400	-
Facilities Management Fund	(13,237)	8,409,371	8,182,862	213,272	8,459,548	8,459,548	213,272
Environmental Services Fund	278,919	5,084,203	5,084,203	278,919	5,815,738	5,815,738	278,919
Internal Service Funds Subtotal	**$ 4,352,522**	**$ 141,104,239**	**$ 139,651,566**	**$ 5,805,195**	**$ 156,340,315**	**$ 156,340,315**	**$ 5,805,195**
Special Revenue Funds							
Street Improvement Fund	$ 4,390,784	$ 18,713,173	$ 18,264,995	$ 4,838,962	$ 21,202,892	$ 23,432,130	$ 2,609,724
Tourist & Convention Fund	1,478,843	4,260,934	4,226,177	1,513,600	4,072,966	5,061,486	525,080
Police Confiscation Fund	1,621,498	310,756	310,351	1,621,903	-	756,180	865,723
Catalyst Fund	5,312,248	409,927	144,000	5,578,175	1,150,000	2,150,000	4,578,175
Parks Gas Well Fund	190,698	34,341	32,973	192,066	70,000	70,000	192,066
Roadway Impact Fee Fund	11,203,420	4,748,677	5,500,000	10,452,097	5,000,000	5,000,000	10,452,097
Tree Mitigation Fund	2,120,587	222,308	299,199	2,043,696	1,000,000	1,000,000	2,043,696
Public Education Government Fund	1,199,798	119,369	69,220	1,249,947	150,000	500,000	899,947
McKenna Trust Fund	28,753	1,365	-	30,118	11,500	20,000	21,618
Park Land Dedication Trust Fund	5,815,836	1,434,066	1,000,000	6,249,902	2,175,000	1,000,000	7,424,902
Park Development Trust Fund	6,927,177	3,648,235	1,000,000	9,575,412	2,700,000	1,000,000	11,275,412
Downtown TIRZ Fund	4,573,851	1,272,280	219,998	5,626,133	1,194,519	1,542,251	5,278,401
Westpark TIRZ Fund	2,546,024	1,420,938	3,499,900	467,062	1,492,682	474,006	1,485,738
Sustainability Framework Fund	1,583,163	88,516	80,000	1,591,679	1,050,150	1,050,150	1,591,679
Special Revenue Funds (Donations)	285,893	77,903	77,903	285,893	217,500	280,500	222,893
Tourist Public Improvement District	59,378	966,683	966,683	59,378	1,203,334	1,203,334	59,378
Public Housing Corporation	-	-	-	-	-	-	-
Meadows Municipal Utility District	307,887	307,750	307,750	307,887	-	-	307,887
Legend Municipal Utility District	313,575	142,053	169,250	286,378	147,000	147,000	286,378
Water Impact Fees	56,865,161	16,317,220	1,635,866	71,546,515	15,400,000	1,732,674	85,213,841
Wastewater Impact Fees	38,381,728	13,147,718	2,990,345	48,539,101	13,000,000	8,858,946	52,680,155
Special Revenue Funds Subtotal	**$ 145,206,302**	**$ 67,644,212**	**$ 40,794,610**	**$ 172,055,904**	**$ 71,237,544**	**$ 55,278,657**	**$ 188,014,790**
TOTAL	**$ 383,069,104**	**$ 1,004,807,677**	**$ 976,065,447**	**$ 411,811,334**	**$ 1,274,128,557**	**$ 1,245,688,051**	**$ 440,251,840**

[1] Appropriable fund balance reflects working capital available for appropriation.

[2] Excludes Impact Fee funds and Development Planned Lines ($1,000,000) through 9-30-25

[3] Excludes Impact Fee funds and Development Planned Lines ($1,000,000) through 9-30-25.

[4] Excludes Closure/Post Closure reserves.

[5] Use of reserves is not included in revenue.

Change In Ending Fund Balance Greater Than 10%

	PROJECTED APPROPRIABLE FUND BALANCE 9-30-25	PROJECTED APPROPRIABLE FUND BALANCE 9-30-26	% Change
Enterprise Funds			
Electric Fund	$ 110,368,104	$ 127,416,893	15%
Special Revenue Funds			
Street Improvement Fund	$ 4,838,962	$ 2,609,724	-46%
Tourist & Convention Fund	$ 1,513,600	$ 525,080	-65%
Police Confiscation Fund	$ 1,621,903	$ 865,723	-47%
Public Education Government Fund	$ 1,249,947	$ 899,947	-28%
McKenna Trust Fund	$ 30,118	$ 21,618	-28%
Park Land Dedication Trust Fund	$ 6,249,902	$ 7,424,902	19%
Park Development Trust Fund	$ 9,575,412	$ 11,275,412	18%
Westpark TIRZ Fund	$ 467,062	$ 1,485,738	218%
Special Revenue Funds (Donations)	$ 285,893	$ 222,893	-22%
Water Impact Fees	$ 71,546,515	$ 85,213,841	19%

Explanation of changes in fund balance greater than 10%

Electric Fund - The Electric Fund has a budgeted net income of $17,048,789 due to an increase in operating revenues associated with large load customers, which is a planned increase to their ending fund balance.

Street Improvement Fund - The Street Improvement Fund has programmed use of reserves to offset the additional funds needed to complete the 2019 Bond projects.

Tourist & Convention Fund - The Tourist and Convention Fund has programmed use of reserves for the Halloween program ($250,000) and contingency programs ($131,000) authorized by the City Council.

Police Confiscation Fund - The Police Confiscation Fund has programmed use of reserves because of a change in state law that prohibits the budgeting of revenues.

Public Education Government Fund - The Public Education Government Fund has programmed use of reserves as a contingency and to purchase capital equipment.

McKenna Trust Fund - The McKenna Trust Fund has programmed use of reserves for park improvements such as irrigation, signage, and landscaping.

Park Land Dedication Trust Fund - The Park Land Dedication Trust Fund has restricted use of funds programmed for land purchases. Any positive net revenue will go into the fund balance reserves.

Westpark TIRZ Fund - The Westpark TIRZ Fund revenue surplus will be utilized in future budgets for one-time incentive obligations.

Special Revenue Funds (Donations) - The Special Revenue Funds (Donations) have programmed use of reserves for on time purchases.

Water Impact Fees Fund - The Water Impact Fees Fund is restricted to using programmed funds programmed for projects in specifically identified zones. Revenue surpluses are budgeted to be expended for large infrastructure capacity projects over the next several years.

POSITION SUMMARY
CITYWIDE

PERSONNEL Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY 2025 ADOPTED [1]	FY 2025 ESTIMATE	FY 2026 PROPOSED
Neighborhood Services	321.40	246.50	246.50	248.50
Public Safety	599.73	608.00	608.00	604.00
Transportation	12.00	12.00	12.00	18.00
Administrative	122.88	130.00	129.00	134.00
TOTAL GENERAL FUND	1,056.01	996.50	995.50	1,004.50

PERSONNEL Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY 2025 ADOPTED [1]	FY 2025 ESTIMATE	FY 2026 PROPOSED
Electric Fund	188.00	189.00	189.00	189.00
Water Fund	112.00	115.00	115.00	115.00
Wastewater Fund	100.00	101.00	101.00	101.00
Solid Waste Fund	126.54	131.00	131.00	130.00
Airport Fund	7.50	7.50	7.50	7.00
Customer Service Fund	61.50	65.50	65.50	65.50
Technology Services Fund	69.00	71.00	71.00	71.00
Facilities Management Fund	20.00	22.00	22.00	22.00
Materials Management Fund	23.00	23.00	23.00	23.00
Fleet Management Fund	32.00	32.00	32.00	32.00
Risk Retention Fund	13.00	13.00	13.00	8.00
Engineering Services Fund	54.00	55.00	55.00	53.00
Street Improvement Fund	41.00	41.00	41.00	41.00
Environmental Services	32.50	32.00	32.00	32.00
Tree Mitigation Fund	0.50	-	-	-
TOTAL OTHER FUNDS	880.54	898.00	898.00	889.50
TOTAL ALL FUNDS	1,936.55	1,894.50	1,893.50	1,894.00

[1] Beginning in FY 2025 totals do not include seasonal/temporary headcounts.

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The General Fund budget included fifteen new positions. Electric Fund budget included the addition of nine new positions. Additionally, due to position reclassifications, eight positions are budgeted to move to other departments within the City. This results in a net position increase in the Electric Fund of one position. Water Fund budget included nine new positions in which two exisiting positions will be moved to General Fund. Wastewater Fund budget included one new position. Technology Services Fund budget included three new positions. Facilities Management Fund budget included two new positions & Environmental Services Fund budget included one new position.	The General Fund budget includes seven reallocated positions from two other departments: Two from the Enginnering Fund, and five from the Risk Fund. The Solid Waste Fund includes the reduction of an Asstistant Director. The Risk Fund budget includes a reduction of five positions which were moved to the Human Resources department in the General Fund. The Engineering fund includes a reduction of two positions which were moved to Planning in the General Fund. The Airport Fund (DTO) includes the reduction of one part-time position.

ESTIMATED AD VALOREM TAX COLLECTIONS & DISTRIBUTION

City of Denton Overall Tax Collections		
Assessed Valuation for 2025	$	23,107,929,389
Gain or Loss in Value		19,306,898
Loss of Tax Limitation Values		(3,383,021,690)
Loss of TIRZ Values		(352,327,557)
Net Assessed Valuation for 2025	$	19,391,887,040
Tax Rate Per $100 Valuation	x	0.595420
	$	115,463,174
Estimated Collections	x	98.50%
Subtotal - Tax Levy	$	113,731,226
Subtotal - Tax Limitation Actual Tax	$	13,304,308
Estimated Collections	x	98.50%
Total Tax Limitation	$	13,104,743
TOTAL GENERAL FUND AND DEBT SERVICE REVENUE	**$**	**126,835,969**
Downtown TIRZ Value[(1)]	$	172,838,244
Tax Rate Per $100 Valuation	x	0.595420
	$	1,029,113
Estimated Collections	x	98.50%
TOTAL DOWNTOWN TIRZ REVENUE	**$**	**1,013,676**
Westpark TIRZ Value[(2)]	$	179,489,315
Tax Rate Per $100 Valuation	x	0.595420
	$	1,068,715
Estimated Collections	x	98.50%
TOTAL WESTPARK TIRZ REVENUE	**$**	**1,052,684**
TOTAL TAX REVENUE[(3)]	**$**	**128,902,329**

		TAX RATE PER $100		
DISTRIBUTION	**2024-25 TAX RATE**	**2025-26 TAX RATE**	**2025-26 REVENUE**	
General Fund (M&O)	$ 0.334780	$ 0.334780	$	71,426,894
General Debt Service Fund (I&S)	$ 0.250640	$ 0.260640	$	55,673,697
Sub-Total	$ 0.585420	$ 0.595420	$	127,100,591
Downtown TIRZ Fund	$ 0.585420	$ 0.595420	$	1,013,676
Westpark TIRZ Fund	$ 0.585420	$ 0.595420	$	1,052,684
TOTAL			**$**	**129,166,951**

(1) 90% of incremental value

(2) 40% of incremental value

(3) Total ad valorem taxes are inclusive of other funds; total excludes interest and penalties for the current FY.

GENERAL FUND

Five Year Forecast

Major Assumptions

Revenue	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Freeze Adjusted Assessed Value Growth	5%	5%	5%	5%	5%
Sales Tax Growth	5%	5%	7%	7%	7%
Fund Balance Target	20-25%	20-25%	20-25%	20-25%	20-25%

Expenditures	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Compensation[1]	• STEP Increases for Civil Service • No market plus 5% pay adjustment for Civil Service[2] • No COLA/Merit (Civil & Non-Civil Service)	• STEP Increases for Civil Service • Market plus 5% pay adjustment for Civil Service • COLA/Merit (Civil & Non-Civil Service)	• STEP Increases for Civil Service • Market plus 5% pay adjustment for Civil Service • COLA/Merit (Civil & Non-Civil Service)	• STEP Increases for Civil Service • Market plus 5% pay adjustment for Civil Service • COLA/Merit (Civil & Non-Civil Service)	• STEP Increases for Civil Service • Market plus 5% pay adjustment for Civil Service • COLA/Merit (Civil & Non-Civil Service)

[1]Compensation is reviewed and recommended annually during the budget process, contingent on available funding.

[2]City management and public safety employee associations have agreed to pause Meet and Confer pay increases for 2025-26 to stay in line with all other non-civil service employees, who will not receive COLA or merit increases this fiscal year

GENERAL FUND

Five Year Forecast

	FY 2025 Estimate	FY 2026 Proposed	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
BEGINNING FUND BALANCE	**$ 42,353,136**	**$ 42,508,217**	**$ 42,508,217**	**$ 44,696,467**	**$ 49,182,379**	**$ 53,758,009**
REVENUES	**$ 202,699,584**	**$ 218,824,966**	**$ 225,389,715**	**$ 232,151,406**	**$ 236,794,435**	**$ 241,530,323**
Use of Reserves	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL RESOURCES	**$ 245,052,720**	**$ 261,333,183**	**$ 267,897,932**	**$ 276,847,873**	**$ 285,976,813**	**$ 295,288,332**
EXPENDITURES	**$ 202,544,503**	**$ 218,824,966**	**$ 223,201,465**	**$ 227,665,495**	**$ 232,218,805**	**$ 236,863,181**
NET INCOME (LOSS)	**$ 155,081**	**$ -**	**$ 2,188,250**	**$ 4,485,912**	**$ 4,575,630**	**$ 4,667,143**
ENDING FUND BALANCE	**$ 42,508,217**	**$ 42,508,217**	**$ 44,696,467**	**$ 49,182,379**	**$ 53,758,009**	**$ 58,425,151**
Operating Fund Balance	**21.0%**	**19.4%**	**20.0%**	**21.6%**	**23.1%**	**24.7%**
RESERVE TARGET (percent)	**20-25%**	**20-25%**	**20-25%**	**20-25%**	**20-25%**	**20-25%**

ELECTRIC

Five Year Forecast

	FY 2025 Estimate	FY 2026 Proposed	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
Beginning Fund Balance	**$ 112,128,803**	**$ 110,368,104**	**$ 127,416,893**	**$ 152,997,168**	**$ 187,932,173**	**$ 236,044,858**
REVENUES	**$ 317,794,028**	**$ 526,631,020**	**$ 612,374,818**	**$ 681,743,912**	**$ 704,540,330**	**$ 723,730,018**
Use of Reserves	1,760,699	-	-	-	-	-
TOTAL RESOURCES	**$ 319,554,727**	**$ 526,631,020**	**$ 612,374,818**	**$ 681,743,912**	**$ 704,540,330**	**$ 723,730,018**
EXPENDITURES	**$ 319,554,727**	**$ 509,582,231**	**$ 586,794,542**	**$ 646,808,907**	**$ 656,427,645**	**$ 654,856,605**
NET INCOME/LOSS	**$ (1,760,699)**	**$ 17,048,789**	**$ 25,580,276**	**$ 34,935,005**	**$ 48,112,685**	**$ 68,873,413**
Working Capital Balance[1]	$ 25,564,378	$ 40,766,578	$ 46,943,563	$ 51,744,713	$ 52,514,212	$ 52,388,528
Operating Reserve Balance[2]	84,803,726	86,650,315	106,053,605	136,187,460	183,530,646	252,529,743
Total Ending Fund Balance	**$ 110,368,104**	**$ 127,416,893**	**$ 152,997,168**	**$ 187,932,173**	**$ 236,044,858**	**$ 304,918,271**
Working Capital Balance[3]	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**
Operating Reserve Balance[3]	**26.5%**	**17.0%**	**18.1%**	**21.1%**	**28.0%**	**38.6%**
Target Balance	**38%-61%**	**38%-61%**	**38%-61%**	**38%-61%**	**38%-61%**	**38%-61%**
Rate Increases		**0.0%**	**6.5%**	**7.0%**	**7.0%**	**6.5%**

[1] Target 30 Days - 8% Exp
[2] Target 140-225 days - 38-61% Exp
[3] Percentage of Expenses

WATER

Five Year Forecast

	FY 2025 Estimate	FY 2026 Proposed	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
Beginning Fund Balance	**$ 43,229,553**	**$ 43,886,171**	**$ 40,254,007**	**$ 39,698,818**	**$ 38,950,474**	**$ 38,066,388**
REVENUES	**$ 54,444,191**	**$ 59,167,356**	**$ 64,290,359**	**$ 71,117,409**	**$ 78,701,187**	**$ 85,590,518**
Use of Reserves	-	3,632,164	555,189	748,344	884,086	685,519
TOTAL RESOURCES	**$ 54,444,191**	**$ 62,799,520**	**$ 64,845,548**	**$ 71,865,753**	**$ 79,585,273**	**$ 86,276,037**
EXPENDITURES	**$ 53,787,573**	**$ 62,799,520**	**$ 64,845,548**	**$ 71,865,753**	**$ 79,585,273**	**$ 86,276,037**
NET INCOME/LOSS	**$ 656,618**	**$ (3,632,164)**	**$ (555,189)**	**$ (748,344)**	**$ (884,086)**	**$ (685,519)**
Working Capital Balance[1]	$ 4,303,006	$ 5,023,962	$ 5,187,644	$ 5,749,260	$ 6,366,822	$ 6,902,083
Operating Reserve Balance[2]	39,583,165	35,230,045	34,511,174	33,201,214	31,699,566	30,478,786
Total Ending Fund Balance	**$ 43,886,171**	**$ 40,254,007**	**$ 39,698,818**	**$ 38,950,474**	**$ 38,066,388**	**$ 37,380,869**
Working Capital Balance[3]	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**
Operating Reserve Balance[3]	**73.6%**	**56.1%**	**53.2%**	**46.2%**	**39.8%**	**35.3%**
Target Balance	**25%-42%**	**25%-42%**	**25%-42%**	**25%-42%**	**25%-42%**	**25%-42%**
Rate Increases		**3.0%**	**5.0%**	**7.0%**	**7.0%**	**5.0%**

Note: Fund Balance excludes Impact Fee Reserves and Development Plan Lines.

[1] Target 30 Days - 8% Exp
[2] Target 90-150 days - 25-42% Exp
[3] Percentage of Expenses

WASTEWATER

Five Year Forecast

	FY 2025 Estimate	FY 2026 Proposed	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
Beginning Fund Balance	**$ 18,925,173**	**$ 19,122,673**	**$ 18,187,667**	**$ 18,761,336**	**$ 19,324,449**	**$ 20,898,444**
REVENUES	**$ 45,069,351**	**$ 50,426,572**	**$ 51,818,914**	**$ 59,824,443**	**$ 68,548,143**	**$ 77,234,484**
Use of Reserves	-	935,006	-	-	-	-
TOTAL RESOURCES	**$ 45,069,351**	**$ 51,361,578**	**$ 51,818,914**	**$ 59,824,443**	**$ 68,548,143**	**$ 77,234,484**
EXPENDITURES	**$ 44,871,851**	**$ 51,361,578**	**$ 51,245,245**	**$ 59,261,330**	**$ 66,974,148**	**$ 74,699,445**
NET INCOME/LOSS	**$ 197,500**	**$ (935,006)**	**$ 573,669**	**$ 563,113**	**$ 1,573,995**	**$ 2,535,039**
Working Capital Balance[1]	$ 3,589,748	$ 4,108,926	$ 4,099,620	$ 4,740,906	$ 5,357,932	$ 5,975,956
Operating Reserve Balance[2]	15,532,925	14,078,741	14,661,717	14,583,543	15,540,513	17,457,528
Total Ending Fund Balance	**$ 19,122,673**	**$ 18,187,667**	**$ 18,761,336**	**$ 19,324,449**	**$ 20,898,444**	**$ 23,433,483**
Working Capital Balance[3]	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**
Operating Reserve Balance[3]	**34.6%**	**27.4%**	**28.6%**	**24.6%**	**23.2%**	**23.4%**
Target Balance	**20%-31%**	**20%-31%**	**20%-31%**	**20%-31%**	**20%-31%**	**20%-31%**
Rate Increases		**11.0%**	**9.0%**	**8.0%**	**7.0%**	**5.0%**

Note: Fund Balance excludes Impact Fee Reserves and Development Plan Lines.

[1] Target 30 Days
[2] Target 75-110 days - 20-31% Exp
[3] Percentage of Expenses

SOLID WASTE

Five Year Forecast

	FY 2025 Estimate	FY 2026 Proposed	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
Beginning Fund Balance	**$ 12,248,136**	**$ 12,533,781**	**$ 12,533,781**	**$ 9,815,112**	**$ 8,857,354**	**$ 8,731,250**
REVENUES	**$ 43,248,395**	**$ 45,353,673**	**$ 47,500,235**	**$ 49,762,696**	**$ 51,061,576**	**$ 52,400,345**
Use of Reserves	-	-	2,718,670	957,758	126,103	-
TOTAL RESOURCES	**$ 43,248,395**	**$ 45,353,673**	**$ 50,218,905**	**$ 50,720,454**	**$ 51,187,679**	**$ 52,400,345**
EXPENDITURES	**$ 42,962,750**	**$ 45,353,673**	**$ 50,218,905**	**$ 50,720,454**	**$ 51,187,679**	**$ 50,387,187**
NET INCOME/LOSS	**$ 285,645**	**$ -**	**$ (2,718,670)**	**$ (957,758)**	**$ (126,103)**	**$ 2,013,158**
Working Capital Balance[1]	$ 3,437,020	$ 3,628,294	$ 4,017,512	$ 4,057,636	$ 4,095,014	$ 4,030,975
Operating Reserve Balance[2]	9,096,761	8,905,488	5,797,599	4,799,717	4,636,236	6,713,433
Total Ending Fund Balance	**$ 12,533,781**	**$ 12,533,781**	**$ 9,815,112**	**$ 8,857,354**	**$ 8,731,250**	**$ 10,744,408**
Working Capital Balance[3]	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**
Operating Reserve Balance[3]	**21.2%**	**19.6%**	**11.5%**	**9.5%**	**9.1%**	**13.3%**
Target Balance	**6%-10%**	**6%-10%**	**6%-10%**	**6%-10%**	**6%-10%**	**6%-10%**
Rate Increases		**0.0%**	**2.5%**	**2.5%**	**0.0%**	**0.0%**

[1] Target 30 Days - 8% Exp
[2] Target 20-35 days - 6-10% Exp
[3] Percentage of Expenses

GENERAL FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Ad Valorem Taxes	$ 66,281,547	$ 68,879,918	$ 67,804,582	$ 71,889,200
Sales Tax	57,074,842	60,841,793	60,164,000	62,944,986
Franchise Agreements	3,121,117	9,144,539	3,770,382	10,756,448
Other Taxes	566,827	608,330	502,136	566,134
Service Fees	12,407,156	12,097,103	13,020,436	12,832,606
Fines and Fees	2,525,000	2,106,531	2,527,452	2,528,462
Licenses and Permits	5,561,811	6,415,806	6,956,839	6,846,632
Other Revenues	7,800,184	5,865,977	6,334,600	7,067,799
Transfers	31,345,691	41,619,157	41,619,157	43,392,699
TOTAL REVENUES	$ 186,684,175	$ 207,579,154	$ 202,699,584	$ 218,824,966
Use of Reserves	2,396,734	-	-	-
TOTAL RESOURCES	$ 189,080,909	$ 207,579,154	$ 202,699,584	$ 218,824,966

EXPENDITURES BY CLASSIFICATION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 132,516,994	$ 140,013,011	$ 142,946,395	$ 151,582,811
Materials & Supplies	4,066,883	5,181,511	4,442,079	4,619,811
Maintenance & Repairs	1,926,679	2,333,586	2,128,311	2,349,279
Insurance	3,920,724	4,521,766	4,521,766	3,868,485
Other Expenses	2,820,794	3,751,929	3,044,578	2,501,397
Operations	23,194,362	23,086,766	20,163,065	25,212,802
Legislative Costs*	121,750	147,000	151,334	146,000
Public Hearing Expenses	10,005	10,005	26,379	28,000
Cost of Service	18,778,762	26,255,952	23,201,776	26,975,343
Capital Outlay	1,062,502	1,573,142	1,451,450	1,063,450
Fixed Assets	661,455	704,483	467,371	477,588
TOTAL EXPENDITURES	$ 189,080,909	$ 207,579,154	$ 202,544,503	$ 218,824,966

PERSONNEL Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Neighborhood Services	321.40	246.50	246.50	248.50
Public Safety	599.73	608.00	608.00	604.00
Transportation	12.00	12.00	12.00	18.00
Administrative & Community Services	122.88	130.00	129.00	134.00
TOTAL PERSONNEL	1,056.01	996.50	995.50	1,004.50

*Includes funding for state and federal lobbying costs

GENERAL FUND
RESOURCE SUMMARY

DESCRIPTION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
AD VALOREM TAXES				
Current Year Ad Valorem	$ 65,948,172	$ 68,431,077	$ 67,800,000	$ 71,426,894
Delinquent Ad Valorem	(67,207)	105,340	$ (397,976)	108,500
Current Year - Penalties and Interest	273,283	189,369	$ 257,272	195,050
Prior Year - Penalties and Interest	96,453	107,021	$ 102,638	110,232
Rendition Penalties	30,846	47,111	$ 42,648	48,524
TOTAL	$ 66,281,547	$ 68,879,918	$ 67,804,582	$ 71,889,200
SALES TAX				
Sales Tax	$ 57,074,842	$ 60,841,793	$ 60,164,000	$ 62,944,986
TOTAL	$ 57,074,842	$ 60,841,793	$ 60,164,000	$ 62,944,986
OTHER TAXES				
Mixed Beverage Tax	$ 553,199	590,754	$ 488,505	$ 551,601
Bingo Tax	13,628	17,576	13,631	14,533
TOTAL	$ 566,827	$ 608,330	$ 502,136	$ 566,134
LICENSES AND PERMITS				
Food Handler Permits	$ -	$ 494	$ 265	$ 273
Zoning Permits	594,605	691,604	774,838	711,300
Moving Permits	5,191	6,145	17,328	14,806
Demolition Permits	5,919	20,299	15,376	23,117
Pool, Spa, Hot Tub Permits	26,211	30,804	23,929	26,364
Building Permits	4,562,798	5,249,353	5,748,405	5,654,688
Curb Cut Permits	2,550	2,500	1,605	1,677
Mobile Home Park Licenses	2,378	2,965	2,693	2,621
Sign Permits	77,134	78,743	69,655	65,510
Fence Permits	98,742	105,878	108,555	115,000
Mechanical Permits	56,810	58,501	55,228	56,884
Certificate of Occupancy Fees	43,908	72,609	51,649	59,280
Landscape Fees	9,194	7,500	8,119	9,338
Short-Term Rentals	8,900	4,000	9,803	10,700
Miscellaneous Permits	8,655	7,488	8,465	8,280
Park Vendor Fees	21,820	20,000	18,725	30,000
Beer & Wine Permits	35,050	54,929	40,647	55,000
CPR Training	1,946	1,994	1,556	1,794
TOTAL	$ 5,561,811	$ 6,415,806	$ 6,956,839	$ 6,846,632

GENERAL FUND
RESOURCE SUMMARY

DESCRIPTION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
FRANCHISE FEES				
DMU Electric [1]	1,693,413	5,459,004	2,124,208	6,539,813
DMU Water [1]	342,958	889,692	375,598	1,113,470
DMU Wastewater [1]	252,900	639,197	269,847	821,881
Solid Waste	303,978	769,395	324,812	869,047
Gas	317,144	840,464	354,815	878,462
Private Electric	75,217	190,963	80,618	204,098
Cable	118,693	317,529	134,050	289,823
Telephone	16,814	38,293	106,435	39,854
TOTAL	$ 3,121,117	$ 9,144,537	$ 3,770,382	$ 10,756,448
FINES AND FEES				
Warrant Fees	$ 79,016	$ 75,330	$ 81,881	$ 83,532
Juvenile Case Manager Fees	1,345	2,124	1,079	1,173
Truancy Prevention Fees	208	339	155	180
Library Fines & Fees	61,867	58,002	65,913	61,423
Animal Services Fees	190,724	184,766	150,841	170,571
Animal Services Fines	4,740	7,075	4,376	3,918
Auto Pound & Towing Fees	2,515	4,285	182,806	203,694
Police Escort & Guard Fees	13,356	14,051	11,621	14,051
Civil Fines	-	27,480	14,988	-
Arrest Fees	63,028	54,000	62,000	55,927
Community Improvement Fines	1,723	1,000	1,366	1,500
Inspection Fines & Fees	4,149	4,000	3,141	3,235
Fire Department Fines	2,767	2,000	2,371	2,957
School Crossing Fines	11,705	6,000	13,585	11,486
Denton Municipal Fines	764,108	622,573	732,185	688,617
UNT Police Fines	68,377	67,846	72,561	68,498
TWU Police Fines	16,926	11,000	26,243	21,189
Parking Fines	130,700	116,256	109,546	165,000
Uniform Traffic Fees	23,945	19,000	22,915	19,549
False Alarm Fees	37,130	6,726	4,573	7,700
Court Security	210,402	170,000	170,248	214,000
Court Cost Service Fees	95,265	77,678	79,169	81,544
Court Administration Fees	741,004	575,000	713,887	648,718
TOTAL	$ 2,525,000	$ 2,106,531	$ 2,527,452	$ 2,528,462

[1] Denton Municipal Utilities.

GENERAL FUND
RESOURCE SUMMARY

DESCRIPTION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
SERVICE FEES				
Community Building Rentals	$ 713,109	$ 680,238	$ 735,874	$ 633,056
Police Academy Revenue	46,193	47,953	60,240	47,953
Ambulance Service Fees	4,709,643	4,082,649	5,062,591	5,200,000
Ambulance Reimbursements	10,722	450,000	-	-
Hazardous Materials Billing	3,103	8,354	6,431	6,000
Fire Inspections	261,472	235,579	196,548	232,618
Restaurant Inspections	308,477	303,570	336,009	302,096
Swimming Pool Inspections	31,980	30,000	36,572	29,429
Reinspection Fees	56,773	108,277	52,705	77,017
Electrical Inspections	74,706	102,650	80,244	93,597
Plumbing Inspections	225,903	281,891	242,228	249,825
Gas Well Inspections [2]	43,705	-	-	-
Library Non-Resident Fees	47,228	49,476	47,146	45,667
Parks Identification Card Fees	44,333	46,031	46,357	36,182
Athletic Program Fees	2,799,469	1,959,540	2,458,981	2,327,067
Special Events - Parks	23,535	59,560	22,240	24,000
Swimming Pool	79,954	64,000	72,292	53,296
Cemetery Fees	32,500	40,639	36,362	36,261
Development Fees	459,744	540,990	466,693	497,191
Plan Review Fees	1,068,516	1,328,588	1,472,493	1,307,787
Development Postage	15,486	21,628	19,616	19,902
Traffic/Police Reports	20,345	36,327	11,740	44,644
Natatorium Fees	179,093	151,015	391,017	175,125
Water Works Parks Fees	1,127,694	1,448,568	1,150,018	1,373,136
Interest Charge Past Due Balance	1,595	1,580	1,444	1,538
Clear Creek Rentals	21,878	18,000	14,595	19,219
TOTAL	$ 12,407,156	$ 12,097,103	$ 13,020,436	$ 12,832,606
MISCELLANEOUS REVENUES				
Interest Income	$ 3,567,702	$ 2,352,098	$ 2,426,166	$ 2,742,602
County Vehicle Registration Fee	234,785	191,321	-	217,723
County Contribution - Ambulance Service	123,545	128,489	155,927	146,115
DISD Contribution-School Resource Officer	933,968	873,404	1,096,962	872,793
State - Signal Reimbursement	16,062	16,062	19,681	11,963
Williams Square Parking Fees	450	1,550	3,191	2,500
Little Elm Dispatch Service	1,188,792	960,314	644,799	1,185,000
Miscellaneous Revenues	202,584	18,800	111,199	259,566
Recovery of Prior-Year Expenditures	4,596	1,000	3,643	-
Mowing Admin Fees	26,034	16,716	17,861	19,374
Property Liens	17,096	11,817	15,316	12,912
Police Phone/Fire Training	6,384	8,812	4,150	7,285
DISD Reimbursement - Water Park	1,033,801	1,028,066	1,354,010	1,138,146
Sale of Surplus Supplies and Fixed Assets	385,098	198,528	412,462	390,257
Training Facility Burn Fee	59,287	59,000	69,232	61,563
TOTAL	$ 7,800,184	$ 5,865,977	$ 6,334,600	$ 7,067,799

GENERAL FUND
RESOURCE SUMMARY

DESCRIPTION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
RETURN ON INVESTMENT				
DMU Electric [1]	$ 11,664,777	$ 17,931,227	$ 17,931,227	$ 18,030,239
DMU Water [1]	1,582,295	1,732,889	1,732,889	1,960,553
DMU Wastewater [1]	1,166,801	1,244,990	1,244,990	1,447,134
TOTAL	$ 14,413,873	$ 20,909,106	$ 20,909,106	$ 21,437,926
COST OF SERVICE TRANSFERS				
Electric Fund	$ 5,989,845	$ 5,075,135	$ 5,075,135	$ 5,390,819
Water Fund	2,258,155	3,051,299	3,051,299	3,239,769
Wastewater Fund	1,841,838	2,536,127	2,536,127	2,692,105
Solid Waste Fund	1,830,890	2,384,403	2,384,403	2,531,552
Airport Fund	276,423	284,716	284,716	301,325
Recreation Fund	28,550	-	-	-
Materials Management Fund	712,638	862,972	862,972	879,776
Fleet Services Fund	400,936	478,060	478,060	508,071
Technology Services Fund	783,792	1,050,339	1,050,339	1,115,114
Facilities Fund	305,763	501,269	501,269	532,263
Street Improvement Fund	485,718	688,671	688,671	732,413
Risk Retention Fund	155,236	276,211	276,211	292,524
Health Insurance Fund	78,644	490,134	490,134	521,267
Engineering Services Fund	1,211,899	1,655,600	1,655,600	1,757,349
Customer Service Fund	571,491	869,917	869,917	923,763
Environmental Services Fund	-	505,198	505,198	536,663
TOTAL	$ 16,931,818	$ 20,710,051	$ 20,710,051	$ 21,954,773
TOTAL REVENUES	$ 186,684,175	$ 207,579,152	$ 202,699,584	$ 218,824,966
Use of Fund Balance	2,396,734	-	-	-
TOTAL RESOURCES	$ 189,080,909	$ 207,579,152	$ 202,699,584	$ 218,824,966

[1] Denton Municipal Utilities.

[2] Gas well inspections are part of Environmental Services beginning in FY 2023-24.

GENERAL FUND
EXPENDITURES BY PROGRAM SUMMARY

	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 ADOPTED
NEIGHBORHOOD SERVICES				
Building Inspections	$ 4,159,664	$ 4,474,631	$ 4,053,106	$ 4,436,654
Libraries	6,901,755	7,444,079	7,198,429	6,994,248
Parks and Recreation	25,716,067	27,320,756	24,867,535	26,884,661
Development Services Admin.	1,650,132	1,708,581	1,669,901	1,769,788
Planning	3,064,847	3,812,282	3,634,167	2,986,386
Gas Well Inspections	866	-	-	-
Community Development	3,771,452	4,543,814	4,072,084	4,713,347
	$ 45,264,783	$ 49,304,143	$ 45,495,222	$ 47,785,084
PUBLIC SAFETY				
Animal Services	$ 3,846,763	$ 4,456,506	$ 4,427,190	$ 4,619,086
Fire	43,517,249	45,029,087	49,877,234	49,812,987
Municipal Judge	724,155	700,655	688,655	700,305
Police	49,641,386	53,886,749	53,388,088	54,946,337
Public Safety Communications	5,699,019	5,467,867	6,005,730	6,235,538
	$ 103,428,572	$ 109,540,864	$ 114,386,897	$ 116,314,253
TRANSPORTATION				
Traffic Operations	$ 3,006,298	$ 3,091,537	$ 3,186,021	$ 3,057,705
Street Lighting	936,041	950,000	1,040,019	1,028,940
	$ 3,942,339	$ 4,041,537	$ 4,226,040	$ 5,538,094
ADMINISTRATIVE & COMMUNITY SERVICES				
City Manager's Office	$ 3,472,056	$ 3,946,816	$ 3,913,535	$ 3,962,794
City Council Administration	197,638	306,615	250,164	253,295
Economic Development	5,996,082	6,053,018	3,702,359	6,153,621
Finance	6,300,087	8,233,257	7,241,742	8,482,666
Human Resources	3,708,545	4,473,174	3,976,759	5,083,941
Internal Audit	771,435	844,794	753,557	743,608
Legal	3,354,743	4,066,176	3,398,400	3,939,249
Marketing & Communications	2,166,684	2,792,910	2,221,515	2,663,388
Non-Departmental	10,553,565	13,975,847	12,978,741	17,904,973
	$ 36,520,835	$ 44,692,607	$ 38,436,772	$ 49,187,535
TOTAL EXPENDITURES	$ 189,156,529	$ 207,579,151	$ 202,544,931	$ 218,824,966

GENERAL DEBT SERVICE FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Ad Valorem & Delinquent Taxes	$ 38,198,658	$ 50,012,675	$ 50,012,675	$ 55,556,965
Interest Income	721,415	27,368	953,679	151,732
Transfer In - Airport	806,779	751,655	751,655	745,650
Transfer In - Customer Service	79,875	78,525	78,525	77,175
Transfer In - Electric	39,961,905	42,394,596	42,394,596	39,488,804
Transfer In - Fleet	579,496	913,712	913,712	1,031,795
Transfer In - Solid Waste	4,817,838	5,269,872	5,269,872	6,417,619
Transfer In - Technology Svcs.	363,771	1,031,206	1,031,206	1,299,552
Transfer In - Wastewater	8,713,745	9,785,287	9,785,287	9,663,658
Transfer In - Water	11,849,983	14,571,614	14,571,614	18,537,125
Transfer In - Water Impact Fees	-	1,635,340	1,635,340	1,732,674
Transfer In - Wastewater Impact Fees	-	2,990,345	2,990,345	8,858,946
TOTAL REVENUES	$ 106,093,465	$ 129,462,195	$ 130,388,506	$ 143,561,695
Use of Reserves	127,773	-	-	-
TOTAL RESOURCES	$ 106,221,238	$ 129,462,195	$ 130,388,506	$ 143,561,695

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
General Debt Service	$ 39,012,851	$ 50,005,043	$ 50,005,043	$ 55,673,697
Airport Debt Service	806,778	751,655	751,655	745,650
Customer Service Debt Service	79,874	78,525	78,525	77,175
Electric Debt Service	39,961,904	42,394,596	42,394,596	39,488,804
Fleet Debt Service	579,496	913,712	913,712	1,031,795
Solid Waste Debt Service	4,817,837	5,269,872	5,269,872	6,417,619
Technology Debt Service	363,770	1,031,206	1,031,206	1,299,552
Wastewater Debt Service	8,713,745	12,775,632	12,775,632	18,522,604
Water Debt Service	11,849,983	16,206,954	16,206,954	20,269,799
Fiscal Charges	35,000	35,000	35,000	35,000
TOTAL EXPENDITURES	$ 106,221,238	$ 129,462,195	$ 129,462,195	$ 143,561,695

ELECTRIC FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Non-DEC Base Rate Revenues	$ 103,677,168	$ 124,918,730	$ 107,872,573	$ 116,593,242
TCRF Revenues	10,751,806	30,286,099	23,853,789	32,189,902
ECA Revenues	67,333,794	86,122,202	80,382,787	101,460,660
Non-Operating Revenues	64,754,825	97,282,117	49,284,593	208,235,092
Interest Income	5,373,331	1,200,000	3,042,813	2,461,679
Non-DEC Revenues	$ 251,890,924	$ 339,809,148	$ 264,436,555	$ 460,940,575
DEC Revenues	19,621,032	52,674,627	53,357,473	65,690,445
TOTAL REVENUES	$ 271,511,956	$ 392,483,775	$ 317,794,028	$ 526,631,020
Use of Reserves	18,982,196	1,493,915	1,760,699	-
TOTAL RESOURCES	$ 290,494,152	$ 393,977,690	$ 319,554,727	$ 526,631,020

EXPENDITURES BY DIVISION	FY2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Administration	$ 97,046,224	$ 116,810,218	$ 103,362,050	$ 113,361,044
Energy Management	3,256,593	6,172,781	3,233,685	4,629,917
Energy Services	2,281,303	2,714,327	2,338,393	2,575,277
Regulatory & Risk	1,095,300	1,194,758	1,115,486	1,199,627
Wholesale Power	130,893,481	182,707,057	135,015,204	295,910,009
Denton Energy Center	29,321,962	53,346,807	47,483,800	61,221,990
Operations & Maintenance	5,261,187	6,726,039	5,301,972	7,223,117
System Operations	3,937,418	3,941,630	3,907,941	3,751,485
Distribution	2,535,826	3,529,445	2,711,673	3,672,859
Substations	2,463,302	2,959,653	2,452,145	2,795,936
Engineering	5,637,554	6,391,371	6,297,883	6,058,033
Meter Operations	3,434,752	3,657,078	3,826,488	3,085,720
Safety & Training	1,476,186	1,916,102	1,422,960	1,891,888
Electric Technology Operations	1,853,062	1,910,424	1,085,047	2,205,329
TOTAL EXPENDITURES	$ 290,494,152	$ 393,977,690	$ 319,554,727	$ 509,582,231

PERSONNEL BY DIVISION Full Time Equivalents (FTE)	FY2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Administration	14.00	10.00	10.00	10.00
Energy Management	14.00	17.00	17.00	17.00
Energy Services	6.00	8.00	8.00	8.00
Regulatory & Risk	4.00	4.00	4.00	4.00
Denton Energy Center	17.00	18.00	18.00	18.00
Operations & Maintenance	26.00	27.00	27.00	27.00
System Operations	20.00	16.00	16.00	16.00
Distribution	28.00	27.00	27.00	27.00
Substations	10.00	10.00	10.00	10.00
Engineering	27.00	28.00	29.00	29.00
Meter Operations	16.00	17.00	16.00	16.00
Electric Technology Operations	3.00	4.00	4.00	4.00
Safety & Training	3.00	3.00	3.00	3.00
TOTAL PERSONNEL	188.00	189.00	189.00	189.00

ELECTRIC FUND
EXPENDITURES BY CLASSIFICATION

EXPENDITURES	FY2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Total Purchased Power	$ 104,493,181	$ 155,422,283	$ 105,586,988	$ 250,214,833
DEC Energy Expense (Fuel)	5,398,434	26,076,591	24,485,327	38,101,774
Transmission of Power	26,013,621	27,284,774	29,064,216	45,695,176
Total Wholesale Power	$ 135,905,236	$ 208,783,648	$ 159,136,531	$ 334,011,783
Personnel Services	$ 24,660,768	$ 29,214,928	$ 24,916,278	$ 29,473,911
Materials and Supplies	2,462,230	4,086,780	2,651,568	2,442,104
Maintenance and Repair	2,300,968	1,909,610	1,696,005	1,680,332
Insurance	1,947,434	4,830,159	1,524,402	1,453,738
Return on Investment	11,664,777	17,931,227	11,944,214	18,030,239
Franchise Fee	11,181,016	15,189,595	9,953,512	16,450,050
Other Expenses	1,434,746	1,049,100	1,023,590	1,031,615
Operations	9,831,688	13,588,457	8,659,926	12,279,294
Debt Service				
TMPA CABS	2,761,275	-	-	-
TMPA Scrubber	5,051,125	5,104,500	5,104,500	-
DME Non-DEC Other Debt	31,634,560	37,290,096	37,823,674	39,488,804
DEC Debt	18,318,500	18,302,375	18,302,375	18,073,500
Winter Storm Uri Debt Service	7,234,318	7,240,775	7,240,775	7,221,782
Summer 2023 Debt Service	4,301,136	8,221,772	8,221,771	7,129,189
Total Debt Service	$ 69,300,914	$ 76,159,518	$ 76,693,095	$ 71,913,275
Interfund Transfers	18,950,955	19,170,589	19,170,589	19,340,890
Capital Outlay	853,420	2,064,079	2,185,017	1,475,000
TOTAL EXPENDITURES	$ 290,494,152	$ 393,977,690	$ 319,554,727	$ 509,582,231

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget included the addition of nine new positions. Additionally, due to position reclassifications, eight positions were budgeted to move to other departments within the City. This resulted in a net position increase in the Electric Fund of one position.	The budget includes 60% increase in wholesale power, Return on Investment (ROI) and Franchise Fee commensurate with revenues and the Capital Appreciation Bonds ("CABS") reaching maturity. $3.36M of reductions are noted for Winter and Summer Outage Insurance, Campus Expansion and Focused Advocacy Contract.

WATER FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Interest Income	$ 1,771,248	$ 1,226,964	$ 1,226,964	$ 1,104,267
Water Sales Residential	22,970,067	23,684,799	24,512,591	26,729,134
Water Sales Commercial	20,834,188	23,472,151	22,781,505	24,053,182
Water for Resale	1,685,960	2,354,168	853,786	3,058,829
Tap Fees	574,029	519,505	776,666	708,218
Other Revenues	613,645	574,316	488,758	568,852
Cost of Service - General Fund	226,833	233,638	233,638	-
Cost of Service - Electric	638,614	657,772	657,772	-
Cost of Service - Wastewater	2,127,032	2,190,843	2,190,843	2,944,874
Cost of Service - Solid Waste	700,648	721,668	721,668	-
TOTAL REVENUES	$ 52,142,264	$ 55,635,824	$ 54,444,191	$ 59,167,356
Use of Reserves	-	-	-	3,632,164
TOTAL RESOURCES	$ 52,142,264	$ 55,635,824	$ 54,444,191	$ 62,799,520

EXPENDITURES BY DIVISION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Water Administration	$ 3,334,754	$ 4,401,747	$ 3,750,703	$ 3,702,188
Sustainability	4,413	-	-	-
Water Planning and Engineering	1,548,800	2,016,417	1,699,660	2,415,307
Water Production	11,064,726	12,388,430	10,834,994	13,619,755
Water Distribution	6,179,572	5,526,693	5,611,247	7,376,547
Water Metering	2,719,367	2,358,371	2,370,914	3,104,055
Other Expenses	23,047,441	28,944,166	29,520,055	32,581,668
TOTAL EXPENDITURES	$ 47,899,073	$ 55,635,824	$ 53,787,573	$ 62,799,520

PERSONNEL BY DIVISION Full Time Equivalents (FTE) [1]	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Water Administration	18.00	13.00	13.00	11.00
Asset Management	11.00	14.00	14.00	16.00
Water Production	42.00	48.00	48.00	48.00
Water Distribution	24.00	24.00	24.00	24.00
Water Metering	17.00	16.00	16.00	16.00
TOTAL PERSONNEL	112.00	115.00	115.00	115.00

[1] Excludes seasonal/temporary positions.

WATER FUND
EXPENDITURES BY CLASSIFICATION

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Purchased Power	$ 1,987,888	$ 1,481,328	$ 2,095,120	$ 2,212,016
Purchased Water	1,776	3,000	2,000	2,060
Personnel Services	10,461,688	13,144,979	10,725,238	13,616,587
Materials & Supplies	3,202,244	4,781,574	3,580,770	4,739,332
Maintenance & Repair	2,874,264	1,868,402	2,406,271	2,882,140
Insurance	442,337	519,789	519,789	495,690
Return on Investment	1,582,295	1,732,889	1,710,232	1,960,553
Franchise Fee	2,260,422	2,475,556	2,443,189	2,800,789
Other Expenses	54,932	112,865	55,705	55,288
Operations	2,921,092	3,963,028	2,980,455	4,281,631
Fixed Assets	-	36,050	-	-
Debt Service	11,771,059	14,571,614	15,699,435	18,537,125
Cost of Service - General Fund	2,258,155	3,051,299	3,051,299	3,239,769
Cost of Service - Other	5,846,064	7,462,889	8,087,508	6,644,040
Capital Outlay	2,234,857	430,562	430,562	1,332,500
TOTAL EXPENDITURES	$ 47,899,073	$ 55,635,824	$ 53,787,573	$ 62,799,520

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget included seven positions for Water Operators. Three positions are housed at the Ray Roberts Water Treatment Plant, and four at the Lake Lewisville Water Treatment Plant. One position for a Water Apprentice, and one position for an Assistant General Manager were also included. Two existing positions were moved out of Water in to the General Fund. In 2025, the budget did not include the Water Impact Fees as these are shown separately.	This budget includes a 3% rate increase, increases in maintenance and repair, increase in Franchise Fees commensurate with revenue expectations, increases in operations, increase in debt service payments, and increase in revenue funded capital. Two positions were held by the managed vacancy program.

WATER IMPACT FEES
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Impact Fees	$ 10,296,800	$ 11,000,000	$ 14,320,899	$ 14,000,000
Interest Income	2,347,848	1,400,000	1,996,321	1,400,000
TOTAL REVENUES	$ 12,644,648	$ 12,400,000	$ 16,317,220	$ 15,400,000
Use of Reserves	-	-	-	-
TOTAL RESOURCES	$ 12,644,648	$ 12,400,000	$ 16,317,220	$ 15,400,000

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Transfers to Debt Service	$ -	$ 1,635,340	$ 1,635,866	$ 1,732,674
TOTAL EXPENDITURES	$ -	$ 1,635,340	$ 1,635,866	$ 1,732,674

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget includes the use of $1,635,340 in impact fees for Water debt service.	Budget includes an increase of $96,808 in impact fees for Water debt service.

WASTEWATER FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Interest Operating	$ 643,509	$ 523,269	$ 523,269	$ 470,942
Wastewater Residential	14,788,925	17,083,964	16,497,020	19,270,543
Wastewater Commercial	16,381,807	18,487,168	17,946,269	20,933,470
Effluent Irrigation	113,971	75,417	119,046	95,801
Wastewater Wholesale	972,596	862,521	972,899	1,033,879
Other Revenues	3,005,083	2,668,038	2,697,394	2,759,330
Drainage Fees	5,486,156	5,072,777	5,416,943	5,552,941
Transfers In	613,166	638,822	896,511	309,666
TOTAL REVENUES	$ 42,005,214	$ 45,411,976	$ 45,069,351	$ 50,426,572
Use of Reserves	-	250,189	-	935,006
TOTAL RESOURCES	$ 42,005,214	$ 45,662,165	$ 45,069,351	$ 51,361,578

EXPENDITURES BY DIVISION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Water Reclamation	$ 7,986,149	$ 8,391,309	$ 7,609,335	$ 9,253,150
Wastewater Collection	6,443,758	5,835,550	5,370,761	9,535,585
Beneficial Reuse	2,335,978	2,553,766	2,331,846	1,539,967
Drainage	2,992,175	3,755,290	3,689,965	4,902,280
Watershed Protection	1,126,533	1,558,736	1,772,812	1,220,099
Other Expenses	20,008,018	23,223,837	23,753,454	23,857,652
Drainage Miscellaneous	432,998	343,677	343,677	1,052,845
Field Services	315	-	-	-
TOTAL EXPENDITURES	$ 41,325,924	$ 45,662,165	$ 44,871,851	$ 51,361,578

PERSONNEL BY DIVISION Full Time Equivalents (FTE) [1]	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Water Reclamation	33.00	34.00	34.00	34.00
Wastewater Collection	35.00	35.00	35.00	35.00
Beneficial Reuse	7.00	7.00	7.00	7.00
Drainage	17.00	17.00	17.00	17.00
Watershed Protection	8.00	8.00	8.00	8.00
TOTAL PERSONNEL	100.00	101.00	101.00	101.00

(1) Excludes seasonal/temporary positions.

WASTEWATER FUND
EXPENDITURES BY CLASSIFICATION

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Purchased Power	$ 1,155,393	$ 1,221,000	$ 1,231,142	$ 1,271,000
Personnel Services	9,043,972	10,343,892	9,001,951	11,276,521
Materials & Supplies	1,907,652	2,134,500	2,066,364	2,718,756
Maintenance & Repair	2,926,467	2,819,872	2,390,462	2,674,362
Insurance	408,225	463,483	463,483	441,991
Other Expenses	10,970	26,098	20,562	10,513
Operations	2,283,535	2,285,264	1,984,436	3,076,792
Return on Investment	1,166,801	1,244,990	1,283,152	1,447,134
Franchise Fee	1,666,858	1,778,557	1,833,074	2,067,334
Debt Service	8,656,914	9,785,287	10,193,589	9,663,658
Cost of Service - General Fund	1,841,838	2,536,127	2,536,127	2,692,105
Cost of Service - Other	7,708,249	9,098,100	9,098,100	9,357,255
Capital Outlay	2,549,050	1,924,995	2,769,410	4,664,157
TOTAL EXPENDITURES	$ 41,325,924	$ 45,662,165	$ 44,871,851	$ 51,361,578

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget included one position for a Water Reclamation Technician housed at the Pecan Creek Water Reclamation Plant. In 2025, the budget did not include the Wastewater Impact Fees as these are shown separately.	The budget includes an 11% increase in rates. Increases in personnel, operations, franchise fees, revenue funded capital, and $1.3M true up to Drainage capital projects. One position was held by the managed vacancy program.

WASTEWATER IMPACT FEES
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Impact Fees	$ 6,803,661	$ 12,000,000	$ 11,726,506	$ 12,000,000
Interest Income	1,632,393	1,000,000	1,421,212	1,000,000
TOTAL REVENUES	$ 8,436,054	$ 13,000,000	$ 13,147,718	$ 13,000,000
Use of Reserves	-	-	-	-
TOTAL RESOURCES	$ 8,436,054	$ 13,000,000	$ 13,147,718	$ 13,000,000

EXPENDITURES	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Transfer to Debt Service	$ -	$ 2,990,345	$ 2,990,345	$ 8,858,946
TOTAL EXPENDITURES	$ -	$ 2,990,345	$ 2,990,345	$ 8,858,946

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget includes the use of $2,990,345 in impact fees for Wastewater debt service.	This budget includes an increase of $5,868,601 in impact fees for Wastewater debt service.

SOLID WASTE FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Interest Operating Income	$ 374,685	$ 179,145	$ 326,531	$ 184,519
Residential Refuse	5,120,907	5,569,670	5,425,265	5,805,820
Residential Recycling	6,165,354	5,659,503	6,243,434	5,899,462
Front /Side Load	9,575,025	9,755,316	9,888,102	10,147,342
Roll Off Open Top	6,306,479	7,396,379	5,976,826	6,990,417
Commercial Recycling	1,611,495	1,733,318	1,797,086	1,998,560
Landfill Gate	5,882,484	6,073,431	5,733,758	7,011,881
Landfill Wholesale	4,005,845	5,296,940	5,296,940	5,521,140
Other Solid Waste	1,698,627	1,669,080	2,373,948	1,794,532
Transfers In	186,555	186,505	186,505	-
TOTAL REVENUES	$ 40,927,455	$ 43,519,287	$ 43,248,395	$ 45,353,673
Use of Reserves	112,178	-	-	-
TOTAL RESOURCES	$ 41,039,634	$ 43,519,287	$ 43,248,395	$ 45,353,673

EXPENDITURES BY DIVISION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Solid Waste Administration	$ 3,676,746	$ 3,166,339	$ 2,700,246	$ 2,888,014
Residential Collection	7,319,810	6,973,544	6,725,549	7,028,493
Commercial Collection	6,635,272	6,388,615	6,513,905	6,706,627
Collection Special Projects	708,984	818,576	755,003	820,128
Solid Waste Disposal	5,760,444	6,412,259	6,690,383	5,520,953
Home Chemical Collection	761,519	878,222	795,870	878,904
Site Operations	700,799	873,970	860,915	748,275
Transfers & Capital Expenses	15,476,060	18,007,762	17,920,878	20,762,279
TOTAL EXPENDITURES	$ 41,039,634	$ 43,519,287	$ 42,962,750	$ 45,353,673

PERSONNEL BY DIVISION Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Solid Waste Administration	20.54	20.00	20.00	19.00
Residential Collection	38.00	40.00	40.00	40.00
Commercial Collection	32.00	34.00	34.00	34.00
Collection Special Projects	7.00	7.00	7.00	7.00
Solid Waste Disposal	21.00	23.00	23.00	23.00
Home Chemical Collection	6.00	6.00	6.00	6.00
Site Operations	2.00	1.00	1.00	1.00
TOTAL PERSONNEL	126.54	131.00	131.00	130.00

SOLID WASTE FUND
EXPENDITURES BY CLASSIFICATION

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 13,869,421	$ 14,468,792	$ 13,837,394	$ 14,210,046
Materials & Supplies	511,714	688,667	508,566	509,831
Maintenance & Repair	223,662	239,516	286,685	247,035
Insurance	717,541	696,804	696,804	664,506
Franchise Fee	2,003,512	2,140,829	2,140,829	2,185,975
Other Expenses	33,061	43,320	40,419	33,085
Operations	8,048,133	7,785,415	8,363,044	8,395,181
Debt Service	4,775,075	5,269,872	5,269,872	6,417,619
Landfill Closure	752,628	752,631	752,631	946,819
Cost of Service - General Fund	1,830,890	2,384,403	2,384,403	2,531,552
Cost of Service - Other	5,221,291	7,179,038	6,812,103	5,749,024
Capital Outlay	3,052,707	1,870,000	1,870,000	3,463,000
TOTAL EXPENDITURES	$ 41,039,634	$ 43,519,287	$ 42,962,750	$ 45,353,673

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget included increases to Personnel costs and Cost of Service transfers, as well as two positions moving from Solid Waste to the General Fund.	The budget includes $980,814 in budget reductions. This includes the reduction of a Deputy Director position, a decrease in materials and supplies, and an increase in operations and capital outlay.

AIRPORT FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Airport Land Leases	$ 870,328	$ 800,331	$ 1,082,581	$ 1,335,139
Hangar Leases	157,065	170,400	171,375	199,800
FBO Fuel Commissions	288,979	260,000	234,974	300,000
FBO Hangar/Tiedown Commissions	328,238	275,000	300,986	300,000
Other Airport Income	12,721	4,331	90,767	42,581
Airport Gas Royalties	239,355	350,000	215,002	200,000
Interest Income	345,696	196,509	319,486	207,896
TOTAL REVENUES	$ 2,242,381	$ 2,056,571	$ 2,415,171	$ 2,585,416
Use of Reserves	127,375	545,655	20,502	-
TOTAL RESOURCES	$ 2,369,756	$ 2,602,226	$ 2,435,673	$ 2,585,416

EXPENDITURES BY CLASSIFICATION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 848,082	$ 851,660	$ 864,134	$ 856,713
Materials & Supplies	12,770	23,720	16,685	9,700
Maintenance & Repair	8,868	60,100	15,120	33,550
Insurance	44,579	49,984	49,984	47,669
Operations	127,998	263,899	86,887	258,418
Debt Service	806,779	751,655	751,655	745,650
Cost of Service - General Fund	276,423	284,716	284,716	301,325
Cost of Service - Other	233,188	285,729	316,492	268,336
Capital Outlay	11,070	30,763	50,000	64,055
TOTAL EXPENDITURES	$ 2,369,756	$ 2,602,226	$ 2,435,673	$ 2,585,416

PERSONNEL Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
TOTAL PERSONNEL	7.50	7.50	7.50	7.00

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget included no major changes.	The budget includes the reduction of a part time Airport Maintenance and Operations Coordinator, and an increase in land lease and decrease in maintenance and repair.

CUSTOMER SERVICE FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Other Fees	$ 517,037	$ 318,607	$ 492,036	$ 397,198
Cost of Service - General Fund	157,319	853,328	765,710	749,409
Cost of Service - Electric	4,341,068	5,117,252	4,569,453	5,551,134
Cost of Service - Water	1,165,823	1,703,145	1,520,824	1,793,762
Cost of Service - Wastewater	1,375,609	1,660,835	1,697,468	1,736,379
Cost of Service - Solid Waste	1,516,290	2,139,418	1,910,393	1,519,476
Other Transfers	23,791	23,332	90,538	126,240
TOTAL REVENUES	$ 9,096,937	$ 11,815,917	$ 11,046,422	$ 11,873,598
Use of Reserves	-	150,000	-	-
TOTAL RESOURCES	$ 9,096,937	$ 11,965,917	$ 11,046,422	$ 11,873,598

EXPENDITURES	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 4,425,549	$ 6,565,684	$ 5,220,284	$ 6,275,996
Materials & Supplies	388,864	474,130	393,418	408,995
Maintenance & Repair	140	1,500	-	-
Insurance	109,142	113,609	113,609	108,340
Other Expenses	1,475	2,350	1,500	2,310
Operations	2,763,110	2,850,074	3,356,303	3,180,964
Capital Outlay	-	150,000	150,000	-
Cost of Service - General Fund	571,491	869,917	869,917	923,763
Cost of Service - Other	709,760	860,128	860,128	896,055
Debt Service	79,875	78,525	81,263	77,175
TOTAL EXPENDITURES	$ 9,049,407	$ 11,965,917	$ 11,046,422	$ 11,873,598

PERSONNEL BY DIVISION Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
TOTAL PERSONNEL	61.50	65.50	65.50	65.50

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget included the addition of four positions, and their expenses, moved from the Electric Fund to the Customer Service Fund for the 311 Call Center.	The budget includes a decrease in maintenance and repair and an increase in operations. In the process of exploring to add credit card fees.

TECHNOLOGY SERVICES FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Cost of Service - Electric Fund	$ 4,785,790	$ 4,506,978	$ 4,506,971	$ 4,706,690
Cost of Service - Water Fund	801,797	1,009,151	967,777	1,010,660
Cost of Service - Wastewater Fund	845,947	800,985	1,021,077	1,066,324
Cost of Service - Solid Waste Fund	674,894	885,991	814,613	850,710
Cost of Service - General Fund	10,826,820	14,594,242	13,099,446	13,956,866
Cost of Service - Risk Retention Fund	48,823	123,175	58,931	61,542
Cost of Service - Facilities Fund	216,472	355,541	328,213	342,757
Cost of Service - Street Improvement Fund	209,057	283,358	252,337	263,518
Cost of Service - Airport Fund	75,821	104,147	91,518	95,574
Cost of Service - Materials Management Fund	347,770	366,984	419,767	438,367
Cost of Service - Fleet Services Fund	185,516	271,249	223,922	233,845
Cost of Service - Customer Service Fund	626,296	658,779	782,340	817,007
Cost of Service - Engineering Fund	493,448	509,343	595,605	621,997
Cost of Service - Environmental Services Fund	201,013	231,631	261,378	272,958
Other Income	259,219	398,668	235,557	312,568
TOTAL REVENUES	$ 20,598,682	$ 25,100,222	$ 23,659,450	$ 25,051,383
Use of Reserves	-	-	-	-
TOTAL RESOURCES	$ 20,598,682	$ 25,100,222	$ 23,659,450	$ 25,051,383

EXPENDITURES BY DIVISION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Administration	$ 2,934,656	$ 4,385,353	$ 5,009,906	$ 3,902,868
Business Services	551,649	1,284,235	662,440	706,100
Police Department Technology	1,358,006	2,269,174	2,234,534	2,892,649
Fire Department Technology	268,496	318,438	313,261	311,933
Infrastructure	5,218,176	6,388,428	5,713,432	6,571,455
IT Communications	2,532,805	2,349,935	2,315,513	2,342,193
Geographic Information Systems (GIS)	884,445	916,689	820,808	1,015,115
Application Support	3,548,668	3,649,539	3,729,017	4,022,773
Support Services	1,806,751	1,803,326	1,762,072	1,892,060
Public Safety IT	857,968	1,060,602	892,440	931,799
Information Security	629,427	674,503	492,343	462,438
TOTAL EXPENDITURES	$ 20,591,047	$ 25,100,222	$ 23,945,764	$ 25,051,383

PERSONNEL Full Time Equivalents (FTE)[1]	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Administration	8.00	11.00	11.00	11.00
Business Services	5.00	5.00	5.00	5.00
Infrastructure	13.00	13.00	13.00	13.00
IT Communications	9.00	9.00	9.00	9.00
Geographic Information Systems (GIS)	5.00	6.00	4.00	4.00
Application Support	12.00	12.00	12.00	12.00
Support Services	11.00	11.00	11.00	11.00
Public Safety IT	4.00	4.00	4.00	4.00
Information Security	2.00	2.00	2.00	2.00
TOTAL PERSONNEL	69.00	71.00	71.00	71.00

[1] Excludes seasonal/temporary positions.

TECHNOLOGY SERVICES FUND
EXPENDITURES BY CLASSIFICATION

EXPENDITURE	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 8,712,577	$ 11,571,086	$ 9,580,865	$ 11,255,885
Materials & Supplies	350,741	608,359	526,915	357,815
Maintenance & Repair	297,208	295,000	455,312	329,000
Insurance	128,572	180,808	180,808	172,428
Operations	8,034,697	9,924,192	10,520,296	10,103,356
Debt Service	363,771	1,031,206	1,031,206	1,299,552
Cost of Service - General Fund	783,792	1,050,339	1,050,339	1,115,114
Cost of Service - Other	553431	434,232	434,232	415,783
Other Expenses	3,075	5,000	1,398	2,450
TOTAL EXPENDITURES	$ 20,591,047	$ 25,100,222	$ 23,781,371	$ 25,051,383

MAJOR BUDGET ITEMS

FY 2025	FY 2026
This budget included the addition of four new positions. The positions are Deputy Technology Director, Senior IT Project Manager, IT Training Coordinator and GIS Specialist. Overall budget increased due to increases in Personnel Services, Operations and Materials & Supplies.	The budget includes four positions held for managed vacancies and a decrease in materials and supplies, increase in operations, and an increase in debt service payments

MATERIALS MANAGEMENT FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Postage Fees	$ 49,631	$ 40,000	$ 44,638	$ 45,000
Warehouse Sales	10,827,779	16,757,886	11,090,337	16,715,135
Miscellaneous Income	84,541	123,482	174,542	100,000
Cost of Service - General Fund	1,078,527	1,034,421	1,034,421	1,061,475
Cost of Service - Electric Fund	806,802	937,062	937,062	961,904
Cost of Service - Water Fund	278,458	370,453	370,453	380,375
Cost of Service - Wastewater Fund	530,134	180,147	180,147	184,904
Cost of Service - Solid Waste Fund	147,713	134,103	134,103	137,763
Cost of Service - Other Funds	1,165,428	1,302,906	1,302,906	1,337,807
Auction Proceeds	10,515	10,000	21,654	10,000
TOTAL REVENUES	$ 14,979,528	$ 20,890,460	$ 15,290,263	$ 20,934,363
Use of Reserves	-	-	-	-
TOTAL RESOURCES	$ 14,979,528	$ 20,890,460	$ 15,290,263	$ 20,934,363

EXPENDITURES BY DIVISION	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Purchasing	$ 3,103,350	$ 3,206,356	$ 3,076,182	$ 3,229,022
Warehouse	1,230,813	938,634	887,461	965,185
Inventory	10,620,354	16,745,470	11,153,470	16,740,156
TOTAL EXPENDITURES	$ 14,954,517	$ 20,890,460	$ 15,117,113	$ 20,934,363

PERSONNEL Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Purchasing	16.00	16.00	16.00	16.00
Warehouse	7.00	7.00	7.00	7.00
TOTAL PERSONNEL	23.00	23.00	23.00	23.00

MATERIALS MANAGEMENT FUND
EXPENDITURES BY CLASSIFICATION

EXPENDITURES BY CLASSIFICATION	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 2,476,449	$ 2,536,972	$ 2,447,820	$ 2,597,168
Materials & Supplies	(93,158)	2,116,254	96,249	2,098,770
Inventory	10,688,018	14,600,000	11,018,298	14,600,000
Maintenance & Repair	5,551	18,750	1,665	9,750
Insurance	58,181	47,289	47,289	45,093
Miscellaneous	759	2,175	374	-
Operations	126,545	169,417	105,815	154,615
Cost of Service - General Fund	712,638	862,972	862,972	879,776
Cost of Service - Other	579,536	536,631	536,631	549,191
Capital Outlay	400,000	-	-	-
TOTAL EXPENDITURES	$ 14,954,517	$ 20,890,460	$ 15,117,113	$ 20,934,363

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget includes additional funds for cost of goods sold and operations.	The budget includes reductions to materials and supplies, maintenance and repair, and operations.

FACILITIES MANAGEMENT FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Other Income	$ 36,075	$ 41,045	$ 31,651	$ -
Cost of Service - General Fund	4,031,697	5,182,437	5,182,437	5,232,968
Cost of Service - Electric Fund	975,786	975,786	975,786	985,571
Cost of Service - Water Fund	254,696	617,626	617,626	623,488
Cost of Service - Wastewater Fund	250,951	408,312	408,312	411,993
Cost of Service - Solid Waste Fund	426,101	444,163	444,163	448,372
Cost of Service - Materials Management Fund	231,766	109,335	109,335	110,824
Cost of Service - Customer Service Fund	46,862	36,351	36,351	36,377
Cost of Service - Fleet Services Fund	104,032	210,033	210,033	212,342
Cost of Service - Technology Services Fund	238,314	95,811	95,811	96,442
Cost of Service - Engineering Services Fund	44,720	104,394	104,394	105,748
Cost of Service - Risk Retention Fund	11,274	12,849	12,849	12,689
Cost of Service - Airport Fund	134,337	144,101	144,101	145,511
Cost of Service - Street Improvement Fund	12,848	36,522	36,522	37,223
TOTAL REVENUES	$ 6,799,459	$ 8,418,765	$ 8,409,371	$ 8,459,548
Use of Reserves	-	-	-	-
TOTAL RESOURCES	$ 6,799,459	$ 8,418,765	$ 8,409,371	$ 8,459,548

EXPENDITURES BY DIVISION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Administration	$ 10,620,354	$ 2,404,687	$ 2,470,074	$ 2,711,711
Maintenance	3,103,350	6,014,078	5,712,788	5,747,837
TOTAL EXPENDITURES	$ 13,723,704	$ 8,418,765	$ 8,182,862	$ 8,459,548

PERSONNEL Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Administration	4.00	4.00	4.00	4.00
Maintenance	16.00	18.00	18.00	18.00
TOTAL PERSONNEL	20.00	22.00	22.00	22.00

FACILITIES MANAGEMENT FUND
EXPENDITURES BY CLASSIFICATION

EXPENDITURES BY CLASSIFICATION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 2,261,023	$ 2,989,824	$ 2,568,161	$ 2,840,489
Materials & Supplies	36,976	66,000	40,353	56,500
Maintenance & Repair	1,506,775	1,916,051	1,797,266	1,901,758
Insurance	39,752	50,025	50,025	47,705
Miscellaneous	-	-	-	770
Operations	2,356,742	2,256,476	2,586,668	2,427,478
Cost of Service - General Fund	305,763	501,269	501,269	532,263
Cost of Service - Other	375,854	639,120	639,120	652,585
TOTAL EXPENDITURES	$ 6,882,884	$ 8,418,765	$ 8,182,862	$ 8,459,548

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget includes the addition of two Facilities Licensed Technician IV. Outside Contract service,Vehicle maintenance, Gas/oil,Travel Expense,Employee training fees, Building repair & maintenance has increased.	The budget includes a $225,000 reduction to janitorial services.

FLEET MANAGEMENT FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Fuel Sales	$ 4,078,833	$ 4,925,283	$ 4,041,029	$ 4,206,197
Parts & Maintenance	9,083,003	6,850,256	8,283,434	8,402,887
Rental Fleet	-	10,000	896	10,000
Sublet Repairs	3,130,416	3,985,000	3,227,682	2,292,983
Other Income	25,671	11,500	31,689	10,778
Interest Income	6,069	5,296	-	-
Transfer In	-	2,010,137	2,010,137	3,740,600
TOTAL REVENUES	$ 16,323,993	$ 17,797,472	$ 17,594,867	$ 18,663,445
Use of Reserves	519,558	-	-	-
TOTAL RESOURCES	$ 16,843,551	$ 17,797,472	$ 17,594,867	$ 18,663,445

EXPENDITURES BY CLASSIFICATION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 3,658,230	$ 3,885,204	$ 3,468,467	$ 3,593,507
Materials & Supplies	171,646	102,250	57,426	78,000
Inventory (Fuel only)	4,016,356	4,925,284	3,620,759	5,231,000
Maintenance & Repair	89,970	90,000	104,937	50,000
Insurance	92,379	79,090	79,090	75,426
Operations	7,340,890	6,650,652	7,660,986	7,400,771
Other Expense	-	1,505	740	1,820
Debt Service	579,496	913,712	913,712	1,031,795
Cost of Service - General Fund	400,936	478,060	478,060	508,071
Cost of Service - Other	493,648	671,715	671,715	693,055
TOTAL EXPENDITURES	$ 16,843,551	$ 17,797,472	$ 17,055,892	$ 18,663,445

PERSONNEL Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
TOTAL PERSONNEL	32.00	32.00	32.00	32.00

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget include $1.6Million increase for Contract Service,Vehicle Maintenance and debt service.	The budget includes an increase in operations and fuel charges.

ENVIRONMENTAL SERVICES FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Gas Well Inspections	$ 184,450	$ 300,000	$ 314,808	$ 255,105
Coliform Analysis	121,440	120,000	126,446	-
Pretreatment Revenue	168,996	230,000	178,625	-
Transfer - General Fund	98,016	523,461	425,104	543,729
Transfer - Electric	245,445	242,381	196,838	320,480
Transfer - Water	1,531,670	1,449,156	1,176,864	1,045,913
Transfer - Wastewater	1,552,037	1,840,735	1,494,868	1,889,094
Transfer - Solid Waste	740,937	1,282,522	1,041,540	1,267,588
Other Transfers	-	120,312	97,706	462,424
Interest Income	17,324	37,000	31,404	31,405
TOTAL REVENUES	$ 4,660,315	$ 6,145,567	$ 5,084,203	$ 5,815,738
Use of Reserves	-	-	-	-
TOTAL RESOURCES	$ 4,660,315	$ 6,145,567	$ 5,084,203	$ 5,815,738

EXPENDITURES BY CLASSIFICATION	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 3,060,376	$ 3,865,783	$ 3,075,595	$ 3,794,111
Materials & Supplies	250,401	269,340	249,779	244,357
Maintenance & Repair	87,314	86,650	86,650	67,065
Insurance	75,409	131,504	131,504	125,398
Other Expenses	32,137	41,955	21,683	23,690
Operations	651,838	971,818	740,475	739,301
Cost of Service - Other	201,013	778,517	778,517	821,816
Capital Outlay	45,000	-	-	-
TOTAL EXPENDITURES	$ 4,403,488	$ 6,145,567	$ 5,084,203	$ 5,815,738

PERSONNEL BY DIVISION Full Time Equivalents (FTE) [1]	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Environmental Services Administration	4.00	5.00	5.00	5.00
Sustainability	8.50	7.00	7.00	7.00
Municipal Laboratories	9.00	9.00	9.00	9.00
Industrial Pretreatment	8.00	8.00	8.00	8.00
Gas Well Inspections	1.00	1.00	1.00	1.00
Landfill Compliance	2.00	2.00	2.00	2.00
TOTAL PERSONNEL	32.50	32.00	32.00	32.00

[1] Excludes seasonal/temporary positions.

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget included one position for an Administrative Manager.	The budget includes a reduction in personnel services due to the Internship Program, and in operations for 3rd party Gas Well inspections, and travel.

RISK RETENTION FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Transfer In - General Fund	$ 3,920,723	$ 4,200,943	$ 4,522,689	$ 3,869,346
Transfer In - Internal Service Fund	616,553	809,771	718,223	684,922
Transfer In - Utility Fund	2,855,902	3,254,461	3,254,462	3,103,594
Transfer In - Special Revenue Fund	157,760	-	103,074	98,295
Interest Income	88,717	31,868	68,485	56,823
Other Revenues	536,420	558,503	514,497	514,497
TOTAL REVENUES	$ 8,176,075	$ 8,855,546	$ 9,181,430	$ 8,327,477
Use of Reserves	-	-	-	-
TOTAL RESOURCES	$ 8,176,075	$ 8,855,546	$ 9,181,430	$ 8,327,477

EXPENDITURES BY CLASSIFICATION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 1,554,200	$ 1,983,529	$ 1,657,830	$ 1,183,322
Materials & Supplies	56,338	83,000	59,503	62,500
Maintenance & Repair	637,834	562,069	598,440	886,162
Insurance	3,163,193	4,207,945	3,830,021	4,099,531
Other Expense	379,140	545,000	113,213	450,280
Operations	826,119	1,006,310	1,066,171	1,173,676
Cost of Service - General Fund	155,236	276,211	276,211	292,524
Cost of Service - Tech Services	48,823	58,931	58,931	61,542
Cost of Service - Other	71,753	132,551	132,551	117,940
Transfer to Capital	-	-	154,332	-
TOTAL EXPENDITURES	$ 6,892,636	$ 8,855,546	$ 7,947,202	$ 8,327,477

EXPENDITURES BY DIVISION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Risk	$ 6,363,081	$ 7,970,787	7,420,878	$ 7,635,055
Safety	529,555	884,759	526,324	692,422
TOTAL EXPENDITURES	$ 6,892,636	$ 8,855,546	$ 7,947,202	$ 8,327,477

PERSONNEL Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Risk Personnel	9.00	9.00	9.00	4.00
Safety Personnel	4.00	4.00	4.00	4.00
TOTAL PERSONNEL	13.00	13.00	13.00	8.00

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget included an increase for insurance premiums and litigation fees.	The budget proposes to move five positions from Risk to Human Resources to align with their current work functions. The budget also includes reductions to materials and supplies and an increase in transfers to the General Fund.

HEALTH INSURANCE FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Employee Contributions - Health	$ 3,553,203	$ 4,205,083	$ 3,795,210	$ 6,871,800
Employee Contributions - Dental	1,433,311	1,574,661	1,510,071	1,150,957
Employee Contributions - Vision	295,919	345,346	342,984	270,324
Employee Contributions - STD[1]	271,821	318,691	299,447	343,058
Retiree Contributions	1,628,912	1,848,017	1,903,637	1,490,151
City Contributions - Health Insurance	24,474,474	28,808,599	28,808,599	29,166,371
City Contributions - LTD[2]	169,718	211,126	188,232	209,083
City Contributions - Life Insurance	77,074	90,842	85,503	95,023
Pharmacy Rebates	3,112,961	3,723,577	3,287,376	3,145,276
Other	1,165,470	1,070,785	1,140,088	1,158,320
TOTAL REVENUES	$ 36,182,866	$ 42,196,727	$ 41,361,147	$ 43,900,363
Use of Reserves	1,009,080	-	306,973	-
TOTAL RESOURCES	$ 37,191,946	$ 42,196,727	$ 41,668,120	$ 43,900,363

EXPENDITURES BY CLASSIFICATION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Long Term Disability	$ 79,726	$ 84,543	$ 123,302	$ 92,371
Life Insurance	594,556	487,104	694,281	680,472
Short Term Disability	282,134	301,918	332,510	317,936
Dental Insurance	1,487,484	1,574,661	1,679,775	1,150,957
Vision Insurance	307,337	345,346	381,926	270,324
Health Insurance	32,588,141	38,121,613	37,087,021	40,199,402
Materials and Supplies	463	1,000	1,430	-
Operations	247,679	286,313	217,387	222,084
Transfers	78,644	490,134	490,134	521,267
Other Expense	1,525,782	504,095	660,354	445,550
TOTAL EXPENDITURES	$ 37,191,946	$ 42,196,727	$ 41,668,120	$ 43,900,363

MAJOR BUDGET ITEMS

FY 2025	FY 2026
FY 2025 budget included an increase in the medical/pharmacy employer contribution per employee to $1,303 that is an increase over FY 2024 of 2.4%. The budget also accounts for employee contribution increases or decreases depending on the plan and tier.	FY 2026 budget includes an increase in the medical employer contribution per employee per month to $1,331.52, an increase over FY 2025 of 2.18%

[1] *STD - Short Term Disability*

[2] *LTD - Long Term Disability*

ENGINEERING SERVICES FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Right of Way Inspections	$ 680,865	$ 535,000	$ 660,497	$ 635,000
Public Works Inspection	803,849	1,726,000	1,137,263	1,826,000
Engineering CIP Charges	3,283,693	4,055,170	2,668,117	4,088,753
Public Works CIP Charges	2,091,379	1,776,202	900,581	1,776,202
Real Estate CIP Charges	890,301	1,704,027	228,065	1,012,671
Other Income	18,465	7,127	15,590	3,000
Transfers In	1,822,437	1,822,437	1,822,437	1,685,863
Development Fees	523,628	964,557	470,368	964,557
External Development Review	$ 1,362,053	930,998	1,574,168	1,322,354
TOTAL REVENUES	$ 11,476,670	$ 13,521,518	$ 9,477,086	$ 13,314,400
Use of Reserves	-	-	126,902	-
TOTAL RESOURCES	$ 11,476,670	$ 13,521,518	$ 9,603,988	$ 13,314,400

EXPENDITURES BY DIVISION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Engineering Administration	$ 653,658	$ 1,027,682	$ 636,564	$ 3,015,896
Capital Projects	2,492,045	3,998,406	2,472,314	3,149,561
Public Works Inspections	2,109,857	2,888,070	1,980,210	2,346,204
Engineering	1,659,164	2,453,952	1,614,102	1,828,930
Real Estate	1,034,414	1,382,407	1,122,961	1,012,671
External Development Review	3,016,763	1,771,001	1,777,837	1,961,138
TOTAL EXPENDITURES	$ 10,965,901	$ 13,521,518	$ 9,603,988	$ 13,314,400

PERSONNEL BY DIVISION Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Engineering Administration	5.00	5.00	5.00	5.00
Capital Projects	14.00	15.00	15.00	15.00
Public Works Inspections	19.00	19.00	19.00	19.00
Engineering	11.00	11.00	11.00	9.00
Real Estate	5.00	5.00	5.00	5.00
TOTAL PERSONNEL	54.00	55.00	55.00	53.00

ENGINEERING SERVICES FUND
EXPENDITURES BY CLASSIFICATION

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 4,576,838	$ 6,989,396	$ 4,421,977	$ 7,508,759
Materials & Supplies	38,625	74,629	13,969	45,565
Insurance	103,760	103,608	103,760	110,532
Miscellaneous	660	7,300	2,078	4,490
Operations	797,035	946,345	763,602	2,752,692
Transfers	1,397,806	2,246,832	1,397,806	2,892,362
External Development Review	3,016,763	1,771,001	1,777,838	1,961,138
Real Estate	1,034,414	1,382,407	1,122,962	1,012,671
TOTAL EXPENDITURES	$ 10,965,900	$ 13,521,518	$ 9,603,992	$ 13,314,400

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget included $1.3M increase to account for additional costs in Operations, Personnel Services, and Transfers.	The budget includes reduction in miscellaneous and Real Estate. Two positions moved out of Engineering and into the Planning department in General Fund.

STREET IMPROVEMENT FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Bond Sale Savings	$ 1,345,000	$ 2,126,082	$ 2,126,082	$ 2,189,864
Interest Income & Misc.	445,635	100,000	272,591	213,028
Transfer from General Fund	-	1,573,632	-	2,500,000
Sale of Surplus Supplies	-	10,000	14,500	-
Franchise Fees	17,450,087	16,300,000	16,300,000	16,300,000
TOTAL REVENUES	$ 19,240,722	$ 20,109,714	$ 18,713,173	$ 21,202,892
Use of Reserves	4,603,744	422,921	-	2,229,238
TOTAL RESOURCES	$ 23,844,466	$ 20,532,635	$ 18,713,173	$ 23,432,130

EXPENDITURES BY CLASSIFICATION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 4,173,325	$ 4,449,610	$ 3,821,704	$ 4,279,853
Materials & Supplies	202,143	106,000	94,239	171,629
Maintenance & Repairs	4,138,979	5,424,890	3,736,259	7,441,086
Insurance	157,760	103,074	103,074	98,295
Other Expenses	-	-	1,400	1,400
Operations	1,127,900	1,153,000	1,212,258	1,414,329
Transfers - Cost of Service	869,426	1,319,580	1,319,580	1,186,258
Transfers to Capital	13,174,933	7,976,481	7,976,481	8,839,280
TOTAL EXPENDITURES	$ 23,844,466	$ 20,532,635	$ 18,264,995	$ 23,432,130

PERSONNEL Full Time Equivalents (FTE)	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
TOTAL PERSONNEL	41.00	41.00	41.00	41.00

MAJOR BUDGET ITEMS

FY 2025	FY 2026
This budget included a transfer to Capital Projects for 2019 Bond projects and a transfer for the Roadway Funding Strategy program.	The budget includes increases in maintenace and repairs, transfer to capital and transfer from General Fund.

TOURIST & CONVENTION FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Hotel Occupancy Tax	$ 1,930,285	$ 2,947,000	$ 3,088,374	$ 2,947,000
Convention Center Hotel	1,034,845	1,072,349	1,022,047	1,125,966
Interest Income & Refunds	95,605	25,000	150,513	-
TOTAL REVENUES	$ 3,060,735	$ 4,044,349	$ 4,260,934	$ 4,072,966
Use of Reserves	477,022	491,755	-	988,520
TOTAL RESOURCES	$ 3,537,757	$ 4,536,104	$ 4,260,934	$ 5,061,486

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Black Chamber of Commerce	$ 111,500	$ 60,100	$ 60,100	$ 48,000
Black Film Festival Institute	51,500	54,500	54,500	62,500
Denton Breakfast Kiwanis	6,200	7,000	7,000	-
Discover Denton	1,865,126	1,710,600	1,200,975	1,964,250
Denton Music and Art Collaboration	-	2,000	2,000	-
Mount Zion-Africa Festival	-	3,000	3,000	-
Cinco de Mayo	-	-	-	24,800
Denton Bach Society	-	1,000	1,000	-
Denton Community Market	68,400	68,600	68,600	-
Denton County History & Culture	290,000	296,200	296,200	-
Denton Day of the Dead Festival	65,000	65,100	65,100	80,000
Denton Halloween	-	-	250,000	250,000
Denton Festival Foundation	125,000	135,000	135,000	84,000
Denton Holiday Festival Association	47,304	50,000	50,000	20,000
Denton Main Street Association	80,000	80,200	80,200	121,680
Denton Parks Foundation	124,971	134,300	134,300	-
Denton Parks Foundation - Juneteenth	-	-	-	30,800
Denton Public Art Committee	(900)	100,000	100,000	70,728
Greater Denton Arts Council	160,000	160,400	160,400	160,400
North Texas State Fair Association	312,400	327,400	327,400	417,200
Real Waves Radio Network (KUZU)	13,300	13,400	13,400	-
Tejas Storytelling Association	57,556	59,055	59,055	59,055
Denton Community Theatre	27,000	30,100	30,100	35,100
Texas Filmmakers	50,000	50,700	50,700	75,000
Texas Veterans Hall of Fame	55,000	55,100	55,100	-
DMAC Amplify	-	-	-	9,900
O'Reilly Hospitality	-	1,072,349	1,022,047	1,125,966
Downtown Ambassador	28,400	-	-	291,107
SUBTOTAL RECURRING EXPENSES	$ 3,537,757	$ 4,536,104	$ 4,226,177	$ 4,930,486
Contingency	-	-	-	131,000
Transfers	75,000	-	-	-
TOTAL EXPENDITURES	$ 3,537,757	$ 4,536,104	$ 4,226,177	$ 5,061,486

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget included an increase in Convention Center Hotel Revenue, Denton Music and Art Collaboration, Mount Zion-Africa Festival, Denton Bach Society.	Proposed allocations were recommended based on an application process with established scoring criteria.The allocations to the Cinco de Mayo and Juneteenth organizations are now included in the budget as seperate allocations. These events were formerly funded via the Denton Parks Foundation until the organizations secured their own non-profit designations.

POLICE CONFISCATION FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Seizures	$ 221,442	$ -	$ 182,363	$ -
Investment Income	76,654	-	64,574	-
Auction Proceeds	4,058	-	63,819	-
TOTAL REVENUES	$ 302,154	$ -	$ 310,756	$ -
Use of Reserves	-	500,000	-	756,180
TOTAL RESOURCES	$ 302,154	$ 500,000	$ 310,756	$ 756,180

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Materials & Supplies	$ 3,176	$ 250,000	$ 294,450	$ -
Maintenance & Repair	3,267	-	-	-
Operations	17,806	250,000	15,901	263,680
Fixed Assets	75,216	-	-	492,500
TOTAL EXPENDITURES	$ 99,465	$ 500,000	$ 310,351	$ 756,180

MAJOR BUDGET ITEMS

FY 2025	FY 2026
Budget included increased appropriations for training, uniforms, and materials & supplies.	Budget includes $492,500 in fixed assets related to firearm purchases. Expenses for operations is increasing for outside contracts related to the purchase of equipment.

Note: U.S. Department of Justice Guide to Equitable Sharing dictates that no revenue budget is created for this fund.

CATALYST FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Mixed Beverage Tax	$ 150,000	$ 150,000	$ 150,000	$ 150,000
Interest Income	270,116	-	259,927	-
Transfers In	599,476	1,000,000	-	1,000,000
TOTAL REVENUES	$ 1,019,592	$ 1,150,000	$ 409,927	$ 1,150,000
Use of Reserves	-	-	-	1,000,000
TOTAL RESOURCES	$ 1,019,592	$ 1,150,000	$ 409,927	$ 2,150,000

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Operations	$ -	$ 100,200	$ 144,000	$ 150,000
Capital Outlay	1,000,000	1,049,800	-	2,000,000
TOTAL EXPENDITURES	$ 1,000,000	$ 1,150,000	$ 144,000	$ 2,150,000

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget shows a reduction in Capital Outlay based on projected funding availability.	The budget includes an increase to capital outlay.

SUSTAINABILITY FRAMEWORK FUND
RESOURCE & EXPENDITURE SUMMARY

REVENUES	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Transfers In	$ 451,008	$ 750,000	$ -	$ 1,000,000
Interest Income	86,559	50,000	88,516	50,150
TOTAL REVENUES	$ 537,567	$ 800,000	$ 88,516	$ 1,050,150
Use of Reserves	26,594	-	-	-
TOTAL RESOURCES	$ 564,161	$ 800,000	$ 88,516	$ 1,050,150

EXPENDITURES	FY 2024 ACTUAL	FY2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Materials and Supplies	$ 2,200	$ 80,000	$ 60,000	$ 82,400
Operations	16,100	50,000	20,000	51,500
Capital Outlay	545,861	670,000	-	916,250
TOTAL EXPENDITURES	$ 564,161	$ 800,000	$ 80,000	$ 1,050,150

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The estimates showed an increase in the Capital Outlay transfer for a Total Organics Carbon Analyzer and Gun Range Cleanup. The budget includes an increase in Capital Outlay to support the programs and projects identified in the Sustainability Framework Advisory Committee work plan.	The budget includes an increase in capital outlay to support the programs and projects identified in the Sustainability Framework Advisory Committee work plan.

PARKS GAS WELL FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Gas Well Royalties	$ 71,752	$ 70,000	$ 22,867	$ 70,000
Interest Income	6,500	-	11,475	-
TOTAL REVENUES	$ 78,252	$ 70,000	$ 34,341	$ 70,000
Use of Reserves	-	-	-	-
TOTAL RESOURCES	$ 78,252	$ 70,000	$ 34,341	$ 70,000

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Capital Outlay	$ 50,000	$ 70,000	$ 32,973	$ 70,000
TOTAL EXPENDITURES	$ 50,000	$ 70,000	$ 32,973	$ 70,000

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget is proposed to utilize $70,000 to assist in the completion of Parks and Recreation Department projects that are currently planned or those that develop during the budget year.	The budget is proposed to utilize $70,000 to assist in the completion of Parks and Recreation Department projects that are currently planned or those that develop during the budget year.

TREE MITIGATION FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Landscaping Fee	$ 1,022,444	$ 575,000	$ 134,187	$ 900,000
Interest Income	130,262	50,000	88,121	100,000
TOTAL REVENUES	$ 1,152,706	$ 625,000	$ 222,308	$ 1,000,000
Use of Reserves	-	375,000	72,788	-
TOTAL RESOURCES	$ 1,152,706	$ 1,000,000	$ 295,096	$ 1,000,000

EXPENDITURES BY DIVISION	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Tree Preservation	$ 524,745	$ 906,207	$ 217,841	$ 902,755
Tree Rebates	28,282	62,593	36,267	50,669
KDB Tree Program	17,400	31,200	45,091	46,576
TOTAL EXPENDITURES	$ 570,426	$ 1,000,000	$ 299,199	$ 1,000,000

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Personnel Services	$ 11,076	$ 17,970	$ 19,508	$ 19,469
Insurance	-	923	923	861
Operations	339,350	482,433	274,665	484,433
Transfer to Capital	220,000	498,674	-	495,237
TOTAL EXPENDITURES	$ 570,426	$ 1,000,000	$ 295,096	$ 1,000,000

PERSONNEL Full Time Equivalents (FTE) [1]	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
TOTAL PERSONNEL	0.50	-	-	-

[1] Excludes seasonal/temporary positions.

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The Tree Mitigation Fund is utilized to plant trees in parks and within right-of-ways. Funding will be used to support tree plantings and various activities related to the urban tree canopy. A portion of this allocation may also be used to purchase land if it is determined to be needed.	The Tree Mitigation Fund is utilized to plant trees in parks and within right-of-ways. Funding will be used to support tree plantings and various activities related to the urban tree canopy. A portion of this allocation may also be used to purchase land if it is determined to be needed. $447,650 is budgeted to increase tree canopy growth. This funding will provide 3,342 trees to be planted in the community.

ROADWAY IMPACT FEE FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Impact Fees	$ 3,053,331	$ 3,500,000	$ 4,255,329	$ 4,500,000
Interest Income	629,029	-	493,348	500,000
TOTAL REVENUES	$ 3,682,360	$ 3,500,000	$ 4,748,677	$ 5,000,000
Use of Reserves	-	3,054,000	751,323	-
TOTAL RESOURCES	$ 3,682,360	$ 6,554,000	$ 5,500,000	$ 5,000,000

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Capital Outlay	$ 1,519,000	$ 6,554,000	$ 5,500,000	$ 5,000,000
TOTAL EXPENDITURES	$ 1,519,000	$ 6,554,000	$ 5,500,000	$ 5,000,000

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget includes revenues of $3,500,000, expenditures of $6,554,000, and the use of reserves of $3,054,000 to fund additional needs for Service Area A.	The budget includes revenues of $5,000,000, expenditures of $5,000,000, to fund roadway projects in various service areas.

PUBLIC EDUCATION GOVERNMENT (PEG) FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Subscriber Fees	$ 134,621	$ 150,000	$ 119,369	$ 150,000
TOTAL REVENUES	$ 134,621	$ 150,000	$ 119,369	$ 150,000
Use of Reserves	81,519	350,000	-	350,000
TOTAL RESOURCES	$ 216,140	$ 500,000	$ 119,369	$ 500,000

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Maintenance & Repair	$ 88,030	$ 170,000	$ 68,767	$ 115,000
Operations	59,145	260,000	-	360,000
Capital Outlay	37,272	70,000	453	-
Fixed Assets	31,693	-	-	25,000
TOTAL EXPENDITURES	$ 216,140	$ 500,000	$ 69,220	$ 500,000

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget includes a decrease of $120,000 to the expected revenue based on the trends of the last five years.	The budget includes increase in Operations and Fixed Assets. Out of $360K in operations outside contract service would be $100K and remaining would be prior year reserves.

MCKENNA TRUST FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Fund Distributions	$ 8,136	$ 9,000	$ 8,136	$ 9,000
Interest Income	1,423	2,500	1,365	2,500
TOTAL REVENUES	$ 9,559	$ 11,500	$ 9,501	$ 11,500
Use of Reserves	309	8,500	-	8,500
TOTAL RESOURCES	$ 9,868	$ 20,000	$ 9,501	$ 20,000

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Operations	$ 9,868	$ 20,000	$ -	$ 20,000
TOTAL EXPENDITURES	$ 9,868	$ 20,000	$ -	$ 20,000

MAJOR BUDGET ITEMS

FY 2025	FY 2026
Funding is dedicated to maintaining and improving the George McKenna Park. The budget provides funding for irrigation, signage, and landscaping needs throughout the year.	Funding is dedicated to maintaining and improving the George McKenna Park. The budget provides funding for irrigation, signage, and landscaping needs throughout the year.

PARK LAND DEDICATION TRUST FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Fees in Lieu of Property Dedication	$ 1,031,619	$ 2,000,000	$ 1,212,614	$ 2,000,000
Interest Income	287,731	175,000	221,452	175,000
TOTAL REVENUES	$ 1,319,350	$ 2,175,000	$ 1,434,066	$ 2,175,000
Use of Reserves	5,210	-	-	-
TOTAL RESOURCES	$ 1,324,560	$ 2,175,000	$ 1,434,066	$ 2,175,000

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Capital Outlay	$ 1,324,560	$ 1,000,000	$ 1,000,000	$ 1,000,000
TOTAL EXPENDITURES	$ 1,324,560	$ 1,000,000	$ 1,000,000	$ 1,000,000

MAJOR BUDGET ITEMS

FY 2025	FY 2026
Park dedication funding is used for the acquistion of land or if no land is available in the desired location, it can be used for park development. Funds in this budget year will be used for Bowling Green Park, Village of Carmel Park, Briercliff Park, Denia Park, and more.	Park dedication funding is used for the acquistion of land or if no land is available in the desired location, it can be used for park development. Funds in this budget year will be used for Bowling Green Park, Village of Carmel Park, Briercliff Park, Denia Park, and more.

PARK DEVELOPMENT TRUST FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Development Fees	$ 1,197,997	$ 2,000,000	$ 3,355,027	$ 2,500,000
Interest Income	312,053	200,000	293,208	200,000
TOTAL REVENUES	$ 1,510,050	$ 2,200,000	$ 3,648,235	$ 2,700,000
Use of Reserves	-	-	-	-
TOTAL RESOURCES	$ 1,510,050	$ 2,200,000	$ 3,648,235	$ 2,700,000

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Capital Outlay	$ 259,454	$ 1,000,000	$ 1,000,000	$ 1,000,000
TOTAL EXPENDITURES	$ 259,454	$ 1,000,000	$ 1,000,000	$ 1,000,000

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The budget includes funding for constructing parks and amenity enhancements at various parks as needs arise. Staff is focused on completing existing projects and beginning to implement new park improvements. Funds will be used for Bowling Green Park, Village of Carmel Park, Briercliff Park, Denia Park, and more.	The budget includes funding for constructing parks and amenity enhancements at various parks as needs arise. Staff is focused on completing existing projects and beginning to implement new park improvements.

DOWNTOWN TAX INCREMENT REINVESTMENT ZONE FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Ad Valorem Taxes	$ 917,616	$ 797,580	$ 1,062,247	$ 1,013,677
Interest Income	235,968	180,842	210,033	180,842
TOTAL REVENUES	$ 1,153,584	$ 978,422	$ 1,272,280	$ 1,194,519
Use of Reserves	-	563,829	-	347,732
TOTAL RESOURCES	$ 1,153,584	$ 1,542,251	$ 1,272,280	$ 1,542,251

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Operations	$ 103,695	$ 1,542,251	$ 219,998	$ 1,542,251
TOTAL EXPENDITURES	$ 103,695	$ 1,542,251	$ 219,998	$ 1,542,251

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The 2010 base value of the Tax Increment Reinvestment Zone (TIRZ) was $79,356,854 and the value was based on the certified value of $230,735,298. Per the TIRZ agreement, 2024 is the second year of five in which 90% of the incremental value was used. This represented an incremental value of $136,240,592 or revenue of $797,580 to the fund at a collection rate of 100%. The budget includes $1,542,251 for future grants.	The 2010 base value of the Tax Increment Reinvestment Zone (TIRZ) was $79,356,854 and the value was based on the certified value of $271,399,347 Per the TIRZ agreement, 2026 is the fourth year of five in which 90% of the incremental value was used. This represented an incremental value of $172,838,244 or revenue of $1,013,677 to the fund at a collection rate of 98.5%. The boundary for the Downtown TIRZ has increased and the budget includes $1,542,251 for fine arts and miscellaneous grants.

WESTPARK TAX INCREMENT REINVESTMENT ZONE FUND
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Ad Valorem Taxes- City	$ 883,732	$ 968,652	$ 968,652	$ 1,052,685
Ad Valorem Taxes- County	298,661	313,527	313,527	332,147
Interest Income	127,382	107,850	138,759	107,850
TOTAL REVENUES	$ 1,309,775	$ 1,390,029	$ 1,420,938	$ 1,492,682
Use of Reserves	-	1,592,787	2,078,962	-
TOTAL RESOURCES	$ 1,309,775	$ 2,982,816	$ 3,499,900	$ 1,492,682

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Operations	$ 210,047	$ 3,522,650	$ 3,499,900	$ 474,006
TOTAL EXPENDITURES	$ 210,047	$ 3,522,650	$ 3,499,900	$ 474,006

MAJOR BUDGET ITEMS

FY 2025	FY 2026
The City and County contributed 40% of the incremental increase in taxable value to the fund. The 2012 base value of the Westpark Tax Increment Reinvestment Zone (TIRZ) was $119,458. The proposed budget was based on the certified value of $413,776,211, which represented an adjusted incremental value of $165,462,701 or revenue of $968,652 at a collection rate of 100%. The budget includes estimated incentive payments of $3,499,900.	The City and County contributed 40% of the incremental increase in taxable value to the fund. The 2012 base value of the Westpark Tax Increment Reinvestment Zone (TIRZ) was $119,458. The proposed budget is based on the certified value of $448,842,745, which represented an adjusted incremental value of $179,489,315 or revenue of $1,492,682 at a collection rate of 98.5%. The budget includes incentive payments of $474,006.

MEADOWS MUNICIPAL UTILITY DISTRICT
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Operating Revenue	$ 307,887	$ 307,750	$ 307,750	$ -
TOTAL REVENUES	$ 307,887	$ 307,750	$ 307,750	$ -

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Transfers to Capital	$ -	$ 307,750	$ 307,750	$ -
TOTAL EXPENDITURES	$ -	$ 307,750	$ 307,750	$ -

MAJOR BUDGET ITEMS

FY 2025	FY 2026
Budget includes creation of a Municipal Utility District appropriating $307,750 for Fire Services and Capital needs.	City will not be providing Fire services for FY2026

LEGENDS MUNICIPAL UTILITY DISTRICT
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Operating Revenue	$ 563,575	$ 169,250	$ 142,053	$ 147,000
TOTAL REVENUES	$ 563,575	$ 169,250	$ 142,053	$ 147,000

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Transfers to Capital	$ -	$ 169,250	$ 169,250	$ 147,000
TOTAL EXPENDITURES	$ -	$ 169,250	$ 169,250	$ 147,000

MAJOR BUDGET ITEMS

FY 2025	FY 2026
Budget includes creation of a new Municipal Utility District appropriating $169,250 for Fire services and capital needs.	Budget includes appropriating $147,000 for Fire services and capital needs.

TOURISM PUBLIC IMPROVEMENT DISTRICT
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Operating Revenue	$ -	$ 1,103,385	$ 966,683	$ 1,203,334
TOTAL REVENUES	$ -	$ 1,103,385	$ 966,683	$ 1,203,334

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Transfer to Capital	$ -	$ 1,103,385	$ 966,683	$ 1,203,334
TOTAL EXPENDITURES	$ -	$ 1,103,385	$ 966,683	$ 1,203,334

MAJOR BUDGET ITEMS

FY 2025	FY 2026
Budget included the creation of a new Tourism Public Improvement District (TPID). This fund will allocate revenue from hotel taxes to be spent within the district to promote tourism and further invest in the city's economic development.	This budget includes funding initiatives that promote tourism and enhance hotel activity, including advertising, promotion, and business recruitment and development.

PUBLIC HOUSING FINANCE CORPORATION
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Operating Revenue	$ -	$ 5,000,000	$ -	$ -
Interest Income	-	-	-	-
TOTAL REVENUES	$ -	$ 5,000,000	$ -	$ -

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Operations	$ -	$ -	$ -	$ -
Transfer to Capital	-	5,000,000	-	-
TOTAL EXPENDITURES	$ -	$ 5,000,000	$ -	$ -

MAJOR BUDGET ITEMS

FY 2025	FY 2026
Budget includes the creation of a new Public Housing Finance Corporation for the funding of affordable housing and home repair programs as may be permitted by law, and funding loans and grants for affordable housing purposes.	Bonds are anticipated to be issued in a future year as part of the 2023 Bond Program.

DONATION FUNDS
RESOURCE & EXPENDITURE SUMMARY

RESOURCES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Police Donations	$ -	$ 10,000	$ 1,237	$ 10,000
Fire Donations	1,250	5,000	-	5,000
Animal Control Donations	116,903	60,000	48,262	39,000
Library Donations	30,154	38,000	19,896	38,000
Parks Donations	55,486	126,000	8,508	125,500
TOTAL REVENUES	$ 203,793	$ 239,000	$ 77,903	$ 217,500
Use of Reserves - Animal Control Donations	-	20,000	-	41,000
Use of Reserves - Library Donations	-	3,000	-	22,000
Use of Reserves - Parks Donations	-	5,000	-	-
TOTAL RESOURCES	$ 203,793	$ 267,000	$ 77,903	$ 280,500

EXPENDITURES	FY 2024 ACTUAL	FY 2025 ADOPTED	FY 2025 ESTIMATE	FY 2026 PROPOSED
Police Donations	$ -	$ 10,000	$ 1,237	$ 10,000
Fire Donations	1,077	5,000	-	5,000
Animal Control Donations	88,317	80,000	48,262	80,000
Library Donations	19,815	41,000	19,896	60,000
Parks Donations	13,701	131,000	8,508	125,500
TOTAL EXPENDITURES	$ 122,910	$ 267,000	$ 77,903	$ 280,500

MAJOR BUDGET ITEMS

FY 2025	FY 2026
Parks Donations budget included $126,000 in donations and $131,000 in expenses for park enhancements, memorials, scholarships and recognition programs. The Library donations budget included $38,000 in revenues and $41,000 in expenses. Police donations budget included $10,000 in revenues and $10,000 in expenses for miscellaneous supplies. Fire donations included $5,000 in revenues and $5,000 in expenses for miscellaneous supplies for new fire stations. The Animal Control donations budget included $60,000 in revenues and $80,000 in expenses for adoption subsidies, medical treatment for sheltered animals, and supplies.	Parks Donations budget includes $125,500 in donations and $125,500 in expenses for park enhancements, memorials, scholarships and recognition programs. The Library donations budget includes $38,000 in revenues and $60,000 in expenses. Police donations budget includes $10,000 in revenues and $10,000 in expenses for miscellaneous supplies. Fire donations includes $5,000 in revenues and $5,000 in expenses for miscellaneous supplies for new fire stations. The Animal Control donations budget includes $39,000 in revenues and $80,000 in expenses for adoption subsidies, medical treatment for sheltered animals, and supplies.

GRANTS BUDGET
EXPENDITURE SUMMARY

DESCRIPTION

The grants budget is a summary of local, state and federal grants awarded to the City of Denton. Grants are awarded to support programs in the City and are not funded with City resources. Miscellaneous new grants are potential awards anticipated during the fiscal year.

GRANT NAME	GRANT YEAR	EXPIRATION DATE	Grant Awarded	Type	Life to Date Net Expense	Available Grant Award
Community Development Block Grant	2019-20	-	993,188	Federal	943,822	49,366
Community Development Block Grant	2021-22	-	1,031,032	Federal	871,114	159,918
Community Development Block Grant	2022-23	-	925,725	Federal	825,725	100,000
Community Development Block Grant	2023-24	-	964,531	Federal	960,953	3,578
Community Development Block Grant	2024-25	-	1,015,047	Federal	451,423	563,624
Community Development Block Grant-CV[2]	2025-26	-	1,049,336	Federal	-	1,049,336
Sub-Total CDBG			**$ 5,978,859**		**$ 4,053,037**	**$ 1,925,822**
HOME Investment Partnership Grant	2020-21	-	505,355	Federal	480,898	24,457
HOME Investment Partnership Grant	2021-22	-	487,076	Federal	400,598	86,478
HOME Investment Partnership Grant	2022-23	-	503,797	Federal	124,943	378,854
HOME Investment Partnership Grant	2023-24	-	513,327	Federal	122,364	390,963
HOME Investment Partnership Grant	2024-25	-	471,992	Federal	(32,658)	504,650
HOME Investment Partnership Grant	2025-26	-	462,239	Federal	-	462,239
HOME-American Rescue Plan (ARP) Act of 2021	2021-22	-	1,763,622	Federal	710,393	1,053,229
Sub-Total HOME			**$ 4,707,408**		**$ 1,806,538**	**$ 2,900,870**
TOTAL COMMUNITY DEVELOPMENT			**$ 10,686,267**		**$ 5,859,575**	**$ 4,826,692**
DWI Phlebotomy Program	2025-26	9/30/2026	100,000	Federal	-	100,000
FY2023 Edward Byrne Memorial Justice Assistance Grant	2022-26	9/30/2026	71,615	Federal	7,095	64,520
FY2024 Edward Byrne Memorial Justice Assistance Grant	2023-27	9/30/2027	62,534	Federal	-	62,534
2025 UASI- Mobile Barricades	2025-26	9/30/2026	137,338	Federal	-	137,338
2021 Staffing for Adequate Fire & Emergency Response (SAFER) Grant	2023-26	8/7/2026	3,731,892	Federal	2,515,887	1,216,005
2022 Staffing for Adequate Fire & Emergency Response (SAFER) Grant	2024-27	2/25/2027	2,035,458	Federal	865,758	1,169,700
Urban Search & Rescue Response System (TEEX)	2024-26	9/30/2026	400,000	Federal/State	-	400,000
Texas Intrastate Fire Mutual Aid System-Emergency Response	2025-26	9/30/2026	200,000	Federal	-	200,000
TOTAL PUBLIC SAFETY			**$ 6,738,837**		**$ 3,388,740**	**$ 3,350,097**
2026 Airport RAMP Grant	2025-26	8/31/2026	100,000	State	-	100,000
Airport Master Plan	2023-28	3/28/2028	709,780	Federal	420,609	289,171
Bonnie Brae Road IH35 East to US 377	2018-19	Upon Completion	46,151,351	State	45,598,235	553,116
RTR McKinney Street	2016-17	1/5/2027	18,267,303	State	17,246,415	1,020,888
Hickory Creek FM2181-FM2499	2015-16	1/26/2026	2,400,000	State	1,728,706	671,294
Hickory Creek FM 1830 to Riverpass Drive	2022-23	Upon Completion	10,000,000	State	6,492,282	3,507,718
North Texas Boulevard Roundabout	2015-16	TBD	2,000,000	State	1,268,622	731,378
Sycamore-Welch Bike & Pedestrian	2017-18	Upon Completion	762,508	Federal	126,560	635,948
CMAQ-School Connection Sidewalks	2018-19	Upon Completion	438,820	Federal	110,134	328,686
Safe Routes to School-Ginnings & Lee	2018-19	Upon Completion	762,311	Federal	108,400	653,911
Safe Streets and Roads for All	2024-25	12/31/2025	576,000	Federal	-	576,000
NCTCOG - Work Zone Data Exchange	2025-26	Upon Completion	299,800	Federal	-	299,800
DCTA TRIP	2021-26	Upon Completion	20,815,078	Local	3,227,199	17,587,879
TOTAL TRANSPORTATION			**$ 103,282,951**		**$ 76,327,162**	**$ 26,955,789**
Green Ribbon Grant-FM 2499	2021-23	Upon Completion	657,615	Federal	652,763	4,852
Green Ribbon Grant- HWY 377	2022-23	Upon Completion	420,000	Federal	399,270	20,730
Bonnie Brae Phase 6	2020-21	Upon Completion	10,895,350	Federal	2,876,555	8,018,795
TPWD Local Parks Grant 2022	2023-26	9/30/2026	621,562	Federal	-	621,562

TPWD Local Parks Grant 2023	2024-27	6/6/2027	598,532	Federal	-	598,532
TPWD Local Parks Grant 2024	2024-28	TBD	750,000	Federal	-	750,000
Boating Access 2023	2024-27	6/30/2027	97,500	Federal	-	97,500
NRPA SHAPR Grant	2024-26	7/31/2026	1,000	Federal	-	1,000
Transportation Alternatives 2023	2024-25	Upon Completion	10,971,904	Federal	-	10,971,904
Governor's Community Achievement Award	2021-24	TBD	290,000	State	-	290,000
American Rescue Plan (ARP) Act of 2021[3]	2021-26	12/31/2026	23,290,438	Federal	21,947,538	1,342,900
Miscellaneous New Grants[1]	2024-25	TBD	3,219,229	Federal and/or State	-	3,219,229
TOTAL OTHER			**$ 51,813,130**		**$ 25,876,126**	**$ 25,937,004**
GRAND TOTAL			**$ 172,521,185**		**$ 111,451,603**	**$ 61,069,582**
Non- Capital Grants			44,033,271		31,195,853	12,837,418
Capital Grants			128,487,914		80,255,750	48,232,164
Grant Total			**$ 172,521,185**		**$ 111,451,603**	**$ 61,069,582**

[1]Potential awards anticipated during the fiscal year.
[2]All expenditures incurred per grant awarded.
[3]All funds encumbered prior to Dec. 31,2024 deadline and must be spent by Dec. 31,2026.

2025-2026 HUMAN SERVICES
FUNDING RECOMMENDATIONS

Organization	2025	2026	Funding by Source	
	Contribution	Funding Request	General Fund	CDBG
CASA of Denton County	$ 30,000	$ 35,340	$ 35,340	$ -
Children's Advocacy Center for North Texas, Inc.	25,000	40,388	40,388	-
Cumberland Youth and Family Services	15,000	16,155	16,155	-
City of Denton - Parks & Recreation (Summer Camp)	45,000	43,922	-	43,922
Communities in Schools of North Texas, Inc.	27,500	35,340	35,340	-
Denton Christian Preschool	30,000	30,291	30,291	-
Denton City County Day School	10,000	15,145	15,145	-
Denton County Friends of the Family	40,000	45,437	-	45,437
Denton County MHMR	28,000	30,291	30,291	-
Refuge for Women	-	15,360	15,360	
Giving Grace, Inc.	40,000	36,854	36,854	-
Health Services of North Texas, Inc.	50,000	50,485	-	50,485
North Texas Solutions for Recovery, Inc. (SONTX) [3]	45,000	-	-	-
Opening Doors International Services, Inc.	15,000	15,145	15,145	-
Our Daily Bread, Inc.	39,134	39,378	39,378	-
PediPlace	30,000	35,339	35,339	-
SPAN, Inc.	25,500	25,243	7,687	17,556
The Salvation Army - Denton	30,000	25,242	25,242	-
SUBTOTAL HUMAN SERVICES GRANT	**$ 525,134**	**$ 535,355**	**$ 377,955**	**$ 157,400**
Children's Advocacy Center for North Texas[1]	$ 233,280	$ 215,520	$ 215,520	$ -
Interfaith Utility Assistance Program[2]	225,000	225,000	225,000	-
SUBTOTAL OTHER SOCIAL SERVICES	**$ 458,280**	**$ 440,520**	**$ 440,520**	**$ -**
Barriers Fund (United Way)	$ 80,000	$ 80,000	$ 80,000	$ -
Denton's Community Shelter (Our Daily Bread)	400,000	400,000	400,000	-
Homelessness Initiatives (United Way)	80,000	80,000	80,000	-
Street Outreach (Giving Grace)	128,450	128,450	128,450	-
Homeless Mgmt. Information Systems (United Way)	15,000	15,000	15,000	-
SUBTOTAL HOMELESS INITIATIVES	**$ 703,450**	**$ 703,450**	**$ 703,450**	**$ -**
TOTAL	**$ 1,686,864**	**$ 1,679,325**	**$ 1,521,925**	**$ 157,400**

[1] Funding for the Children's Advocacy Center is $215,520 and is reflected in the Police Department FY 2025-26 Contributions budget for Fairshare.

[2] Funding for Interfaith is $225,000 and is reflected in the Customer Service FY 2025-26 budget.

[3] North Texas Solutions for Recovery is no longer in business as of April 2025.

City of Denton Recycle Smart

Capital Improvement Program

Capital Improvement Program (CIP)
FY 2025 - 2026 Capital Budget

The Capital Improvement Program (CIP) represents the City's plan for infrastructure and equipment funding. The CIP is reviewed each year to reflect changing priorities, as well as to assess the impact of capital projects on operating budgets and for project scheduling and coordination.

The CIP adopted budget appropriates all available programmed funds and planned issuances of new General Obligation Bonds (GOs) and Certificates of Obligation (COs). Total existing appropriated funds in the amount of $691.63 million include unspent bond proceeds, internal revenue transfers and outside contributions which may be encumbered but not yet expended. Proposed planned new funding for FY 2026 is $552.81 million, which includes cost participation. Provided below is a summary of the total preliminary FY 2026 CIP capital budget. Further CIP detail for planned issuances is provided in the following pages for each division.

		NEW FUNDING							
DIVISION	TOTAL CURRENT APPROPRIATED	EXTERNAL FUNDING[1]	REVENUE FUNDING	IMPACT FEE FUNDING	GO ISSUANCES	CO ISSUANCES	REVENUE ISSUANCES	NEW FUNDING TOTAL	FY 25-26 GRAND TOTAL
General Government	$ 361,213	$ 5,000	$ 7,258	$ 5,000	$ 44,223	$ 65,548	$ -	$ 127,029	$ 488,242
Electric	96,178	4,050	1,475	-	-	58,435	-	63,960	160,138
Water	95,568	-	1,333	-	-	93,591	-	94,924	190,491
Wastewater	111,511	-	2,830	-	-	240,167	-	242,997	354,508
Solid Waste	25,386	-	3,463	-	-	18,249	-	21,712	47,098
Airport	1,777	1,755	435	-	-	-	-	2,190	3,967
TOTAL	**$ 691,632**	**$ 10,805**	**$ 16,794**	**$ 5,000**	**$ 44,223**	**$ 475,989**	$ -	**$ 552,811**	**$ 1,244,443**

[1]Aid in Construction/Cost Participation.
[2]All figures in this document are in thousands ('000's).

Funding Table Definitions

Total Current Appropriated

This column represents the amount of existing funding set aside for a specific and particular purpose in projects which may be encumbered, but not yet expended.

External Funding

This column represents funding received from an outside agency. The FY 2025- 2026 external funding is comprised of $5 million in TRIP funding, $4.05 million in aid in construction funding, and $1.755 million in cost participation funding.

Revenue Funding

This column represents the amount of funding the City will transfer into projects as revenue becomes available during the fiscal year. This can include property or sales tax receipts, or other sources of revenue such as fees and fines.

Impact Fee Funding

This column represents revenue collected by the City to offset the cost of providing additional public services for a new development.

GO Issuance

This column represents bond proceeds whose principal and interest are paid from either property tax or revenue. The issuance of GOs must be approved by voters.

CO Issuance

This column represents bond proceeds whose principal and interest are paid from either property tax or revenue. The issuance of COs does not require voter approval but are restrictive in their use to specific public purposes such as public safety, parks, vehicles, utility systems, and airports.

Capital Improvement Program
General Government Summary
Cash Requirements
(In Thousands)

CATEGORY	CIP Submissions 2025-26	2026-27	2027-28	2028-29	2029-30	TOTAL
2023 Bond Election (Proposition A) - Street Improvements	$ 18,125	$ 20,000	$ -	$ -	$ -	$ 38,125
2023 Bond Election (Proposition B) - Drainage & Flood Control	25,595	16,997	-	-	-	42,592
2023 Bond Election (Proposition C) - Park System Improvements	-	17,000	3,000	3,000	-	23,000
2023 Bond Election (Proposition D) - Public Safety Facilities	503	-	-	-	-	503
2023 Bond Election (Proposition E) - Affordable Housing	-	5,000	5,000	5,000	-	15,000
2023 Bond Election (Proposition F) - Active Adult Center	-	5,930	25,000	16,430	16,430	63,790
2023 Bond Election (Proposition G) - South Branch Library	-	5,000	18,000	24,045	-	47,045
General Obligation Bonds	**$ 44,223**	**$ 69,927**	**$ 51,000**	**$ 48,475**	**$ 16,430**	**$ 230,055**
General Government - Finance ERP Replacement	$ -	$ -	$ 4,500	$ -	$ -	$ 4,500
General Government - Service Center Renovation	-	-	15,000	25,000	5,000	45,000
General Government - Fire Station # 5	400	-	-	-	-	400
General Government - Fire Station # 6	1,100	-	-	-	-	1,100
General Government - Fire Station: Legends Ranch	-	500	15,000	-	-	15,500
General Government - Linda McNatt Animal Shelter	4,500	-	-	-	-	4,500
General Government - Facility Improvements	12,125	24,500	10,350	10,425	5,825	63,225
General Government - Parks Improvements	1,375	4,757	2,938	1,476	4,168	14,713
General Government - Fleet Management Improvements	500	-	-	-	-	500
General Government - Fleet Vehicle/Equipment Replacements	5,564	3,342	3,342	3,342	-	15,590
General Government - Technology Services Improvements	6,233	12,233	8,630	6,471	9,841	43,408
General Government - Traffic Improvements	6,458	7,658	7,658	7,658	7,658	37,090
General Government - Drainage Improvements	4,417	12,027	23,360	16,709	4,227	60,740
General Government - Roadway Improvements	22,875	26,513	30,250	12,917	9,133	101,689
Certificates of Obligation	**$ 65,548**	**$ 91,531**	**$ 121,027**	**$ 83,998**	**$ 45,852**	**$ 407,955**
Franchise Fees - Neighborhood Street Reconstruction	$ 6,000	$ 6,000	$ -	$ -	$ -	$ 12,000
General Fund - Bike Lanes	200	200	200	200	200	1,000
General Fund - Parks Capital Maintenance	175	521	322	388	254	1,660
General Fund - Recreation Center Capital Maintenance	200	191	160	153	122	826
General Fund - Aquatics Capital Maintenance	683	516	570	349	610	2,727
Revenue Funded	**$ 7,258**	**$ 7,428**	**$ 1,252**	**$ 1,089**	**$ 1,186**	**$ 18,213**
General Government - Street Improvements	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 25,000
Impact Fees	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 25,000**
External Funding (TRIP)	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 25,000
External Funding	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 25,000**
GRAND TOTAL	**$ 127,029**	**$ 178,885**	**$ 183,279**	**$ 143,562**	**$ 73,468**	**$ 706,224**
Revenue Funded	$ 7,258	$ 7,428	$ 1,252	$ 1,089	$ 1,186	$ 18,213
Impact Fees	5,000	5,000	5,000	5,000	5,000	25,000
External Funding	5,000	5,000	5,000	5,000	5,000	25,000
General Obligation Bonds	44,223	69,927	51,000	48,475	16,430	230,055
Certificates of Obligation	65,548	91,531	121,027	83,998	45,852	407,955
GRAND TOTAL	**$ 127,029**	**$ 178,885**	**$ 183,279**	**$ 143,562**	**$ 73,468**	**$ 706,224**
Total Current Appropriated	$ 361,213					
GENERAL GOVERNMENT TOTAL	**$ 488,242**					

Capital Improvement Program

2023 Bond Election Timeline

	Prior Issued	2026	2027	2028	2029	TOTAL
GENERAL OBLIGATION BOND PROGRAM						
Ruddell / Mingo Roadway & Quiet Zones	$ 7,000	$ 18,125	$ 20,000	$ -	$ -	$ 45,125
2023 Bond Election (Proposition A) - Street Improvements	**$ 7,000**	**$ 18,125**	**$ 20,000**	**$ -**	**$ -**	**$ 45,125**
Oakland Drainage & Upstream Detention	$ 8,000	$ 15,595	$ 10,000	$ -	$ -	$ 33,595
PEC 4 Phases 3 & 4	8,268	10,000	6,997	-	-	25,265
2023 Bond Election (Proposition B) - Drainage & Flood Control	**$ 16,268**	**$ 25,595**	**$ 16,997**	**$ -**	**$ -**	**$ 58,860**
Inclusive Playground	$ 3,450	$ -	$ -	$ -	$ -	$ 3,450
Trail Development	4,000	-	5,000	3,000	3,000	15,000
Aquatic Improvements	3,000	$ -	12,000	-	-	15,000
2023 Bond Election (Proposition C) - Park System Improvements	**$ 10,450**	**$ -**	**$ 17,000**	**$ 3,000**	**$ 3,000**	**$ 33,450**
Fire Station # 5	$ 12,671	$ -	$ -	$ -	$ -	$ 12,671
Fire Station # 6	12,671	-	-	-	-	12,671
Linda McNatt Animal Care & Adoption Center	15,850	-	-	-	-	15,850
Public Art - Public Safety	320	503	-	-	-	823
2023 Bond Election (Proposition D) - Public Safety Facilities	**$ 41,512**	**$ 503**	**$ -**	**$ -**	**$ -**	**$ 42,015**
Affordable Housing	$ -	$ -	$ 5,000	$ 5,000	$ 5,000	$ 15,000
2023 Bond Election (Proposition E) - Affordable Housing	**$ -**	**$ -**	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 15,000**
Active Adult Center	$ -	$ -	$ 5,000	$ 25,000	$ 16,430	$ 46,430
Public Art - Public Safety	-	-	930	-	-	930
2023 Bond Election (Proposition F) - Active Adult Center	**$ -**	**$ -**	**$ 5,930**	**$ 25,000**	**$ 16,430**	**$ 47,360**
South Branch Library	$ 2,500	$ -	$ 5,000	$ 18,000	$ 23,076	$ 48,576
Public Art - South Branch Library	-	-	-	-	969	969
2023 Bond Election (Proposition G) - South Branch Library	**$ 2,500**	**$ -**	**$ 5,000**	**$ 18,000**	**$ 24,045**	**$ 49,545**
TOTAL 2023 BOND PROGRAM ISSUANCE	**$ 77,730**	**$ 44,223**	**$ 69,927**	**$ 51,000**	**$ 48,475**	**$ 291,355**

Bond Program Information

2023 Bond Program Propositions

The City of Denton's 2023 bond program consisted of seven voter-approved propositions. A proposition is a spending category that encompasses a group of similar infrastructure or amenity projects. The propositions within the proposed 2023 bond program were identified through the analysis of current use of facilities, overall road conditions, citizen surveys and feedback, and the impact that potential growth may have on mobility and public welfare. Each proposition includes information on the spending category and a maximum dollar amount that may be used for projects that fall in that category. Voters approve each individual proposition, not individual projects.

2023 Bond Program Projects

As part of the development of the proposed bond program, the Special Citizens' Bond Advisory Committee (SCBAC) considered potential bond program projects and developed funding levels for the bond program based on the cost of the potential projects. The City Council further evaluated the SCBAC list of potential projects and included the above projects in the 2023 Bond Program.

2023 Bond Program Timeline

When a bond program is approved by voters, the City of Denton issues the bonds over a period of 5-7 years. This ensures the projects are coordinated and sequenced correctly to avoid construction delays. Additionally, by issuing the bonds over a period of time, the financial impacts on the tax rate is minimized. Fiscal year 2025-26 represents the third year of the bond program.

Capital Improvement Program
Enterprise Fund Summary
Cash Requirements
(In Thousands)

ENTERPRISE FUNDS	2025-26	2026-27	2027-28	2028-29	2029-30	TOTAL
Electric	$ 63,960	$ 78,739	$ 68,836	$ 97,463	$ 81,117	$ 390,116
Water	94,924	125,824	139,923	74,074	11,140	445,885
Wastewater	242,997	322,473	247,808	135,079	76,675	1,025,032
Solid Waste	21,712	5,995	6,221	10,400	3,981	48,309
Airport	2,190	2,315	-	12,000	8,000	24,505
Total Projects	**$ 425,782**	**$ 535,346**	**$ 462,788**	**$ 329,016**	**$ 180,913**	**$ 1,933,846**
Debt Funded Capital	$ 410,442	$ 507,822	$ 441,802	$ 302,751	$ 166,148	$ 1,828,966
Revenue Funded Capital	9,536	7,877	6,686	7,865	6,365	38,328
Cost Participation	4,050	17,600	14,300	6,400	400	42,750
External Funding	1,755	2,048	-	10,800	7,200	21,803
Total Funding	**$ 425,782**	**$ 535,346**	**$ 462,788**	**$ 327,816**	**$ 180,113**	**$ 1,931,846**
Total Current Appropriated	$ 330,419					
UTILITY / ENTERPRISE TOTAL	**$ 756,201**					

Capital Improvement Program
Electric Summary
Cash Requirements
(In Thousands)

5-Year Summary - Project Category

	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
Automated Meter Reading	$ 1,805	$ 1,940	$ 761	$ 853	$ 833	$ 6,192
Distribution Substations	8,210	6,220	3,850	5,200	4,600	28,080
Distribution Transformers	10,000	11,000	12,000	13,000	14,000	60,000
Feeder Extensions & Improvements	11,075	12,389	9,604	6,519	9,786	49,373
New Residential & Commercial	8,315	8,431	8,553	8,670	9,789	43,758
Power Factor Improvement	300	150	100	100	100	750
Street Lighting	650	650	250	250	250	2,050
Plant Production	-	-	6,000	11,000	-	17,000
Technology - Software & Hardware	4,409	2,909	2,009	24,250	24,850	58,427
Electric Relocations	5,500	5,500	5,500	1,500	1,500	19,500
Vehicles	1,475	3,060	3,060	3,060	3,060	13,715
Subtotal - Distribution	**$ 51,740**	**$ 52,249**	**$ 51,686**	**$ 74,403**	**$ 68,767**	**$ 298,846**
Transmission Lines	$ 5,770	$ 16,950	$ 10,100	$ 14,200	$ 8,740	$ 55,760
Transmission Substation	6,450	9,540	7,050	8,860	3,610	35,510
Subtotal - Transmission	**$ 12,220**	**$ 26,490**	**$ 17,150**	**$ 23,060**	**$ 12,350**	**$ 91,270**
GRAND TOTAL	**$ 63,960**	**$ 78,739**	**$ 68,836**	**$ 97,463**	**$ 81,117**	**$ 390,116**

5-Year Summary - Funding Source

	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
Debt Funded Capital	$ 58,435	$ 58,079	$ 51,476	$ 88,003	$ 77,657	$ 333,651
Revenue Funded Capital	1,475	3,060	3,060	3,060	3,060	13,715
Cost Participation	4,050	17,600	14,300	6,400	400	42,750
GRAND TOTAL	**$ 63,960**	**$ 78,739**	**$ 68,836**	**$ 97,463**	**$ 81,117**	**$ 390,116**
Total Current Appropriated	$ 96,178					
FY 2025-26 Total	**$ 160,138**					

Capital Improvement Program
Water Summary
Cash Requirements
(In Thousands)

5-Year Summary - Project Category

	2025-26	2026-27	2027-28	2028-29	2029-30	TOTAL
Plant Improvements	$ 34,905	$ 74,300	$ 113,900	$ 60,000	$ 2,750	$ 285,855
Booster Stations	1,200	-	-	-	-	1,200
Facility Improvements	2,000	-	6,000	-	-	8,000
Transmission Lines	27,828	34,200	3,200	2,200	2,200	69,628
Taps, Fire Hydrants, & Meters	11,280	10,392	412	430	446	22,960
Replace Lines	10,200	4,000	4,000	4,000	4,000	26,200
Field Service Replacement	1,103	1,158	1,216	1,269	1,269	6,015
Oversize Lines	5,075	1,250	10,720	5,700	-	22,745
Water/Wastewater Modeling	250	-	-	-	-	250
Vehicle Replacement	1,083	524	475	475	475	3,032
GRAND TOTAL	**$ 94,924**	**$ 125,824**	**$ 139,923**	**$ 74,074**	**$ 11,140**	**$ 445,885**

5-Year Summary - Funding Source

	2025-26	2026-27	2027-28	2028-29	2029-30	TOTAL
Debt Funded Capital[1]	$ 93,591	$ 125,300	$ 139,448	$ 73,599	$ 10,665	442,603
Revenue Funded Capital	1,333	524	475	475	475	3,282
GRAND TOTAL	**$ 94,924**	**$ 125,824**	**$ 139,923**	**$ 74,074**	**$ 11,140**	**$ 445,885**
Total Current Appropriated	$ 95,568					
FY 2025-26 Total	**$ 190,491**					

[1]Debt Funded Capital includes bonds and federal/state loans.

Capital Improvement Program

Water CIP Projects

Budget #		FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
	BOOSTER STATIONS						
WTR-26.037	McKenna Park BPS Rehab & Fence Replacement	$ 1,000	$ -	$ -	$ -	$ -	$ 1,000
WTR-26.038	Emergency Generator Evaluation	200	-	-	-	-	200
	TOTAL FUNDING	**$ 1,200**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,200**
	FIELD SERVICE REPLACEMENT						
WTR-26.046	Annual Field Service Replacements	$ 1,103	$ 1,158	$ 1,216	$ 1,269	$ 1,269	$ 6,015
	TOTAL FUNDING	**$ 1,103**	**$ 1,158**	**$ 1,216**	**$ 1,269**	**$ 1,269**	**$ 6,015**
	BUILDING IMPROVEMENTS & PLANNING						
WTR-26.018	LLWTP Admin Building	$ -	$ -	$ 6,000	$ -	$ -	$ 6,000
WTR-26.052	Water/Wastewater Modeling	250	-	-	-	-	250
WTR-26.057	Service Center Renovation	2,000	-	-	-	-	2,000
	TOTAL FUNDING	**$ 2,250**	**$ -**	**$ 6,000**	**$ -**	**$ -**	**$ 8,250**
	OVERSIZE WATER LINES						
WTR-26.048	Oversize Participation Agreements	$ 5,075	$ 1,250	$ 10,720	$ 5,700	$ -	$ 22,745
	TOTAL FUNDING	**$ 5,075**	**$ 1,250**	**$ 10,720**	**$ 5,700**	**$ -**	**$ 22,745**
	REPLACEMENT LINES						
WTR-26.035	LCR (Lead and Copper Rule) Compliance	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 5,000
WTR-26.036	LCR (Lead and Copper Rule) Remediation	500	500	500	500	500	2,500
WTR-26.047	Water Distribution Replacement Program	2,500	2,500	2,500	2,500	2,500	12,500
WTR-26.056	Elm and Locust (Phase 2)	2,200	-	-	-	-	2,200
WTR-26.058	Supplement to Bond Election 2019 Projects	4,000	-	-	-	-	4,000
	TOTAL FUNDING	**$ 10,200**	**$ 4,000**	**$ 4,000**	**$ 4,000**	**$ 4,000**	**$ 26,200**
	TAPS, FIRE HYDRANTS, & METERS						
WTR-26.031	Water Taps	$ 317	$ 327	$ 343	$ 360	$ 373	$ 1,720
WTR-26.032	Fire Hydrant Installs	63	65	69	70	73	340
WTR-26.033	Water Meters	900	-	-	-	-	900
WTR-26.034	AMI/AMR Replacements	10,000	10,000	-	-	-	20,000
	TOTAL FUNDING	**$ 11,280**	**$ 10,392**	**$ 412**	**$ 430**	**$ 446**	**$ 22,960**
	PLANT IMPROVEMENTS						
WTR-26.001	RRWTP Expansion #1; RRWTP Expansion #2	$ 5,000	$ 48,000	$ 112,000	$ 57,000	$ 750	$ 222,750
WTR-26.002	RRWTP Capacity Rerate and Performance Upgrades	9,100	14,000	-	-	-	23,100
WTR-26.003	RRWTP Disinfection Conversion and Chemical Improvements	4,500	4,500	-	-	-	9,000
WTR-26.004	RRWTP Raw Water Line Cleaning for Zebra Mussels	300	-	-	-	-	300
WTR-26.007	RRWTP Raw Water Bldg. Electric Room AC Replacement	25	-	-	-	-	25
WTR-26.008	RRWTP Ozone Generator Cleaning	550	-	-	-	-	550
WTR-26.009	RRWTP Automated Source Water Monitoring	100	-	-	-	-	100
WTR-26.010	RRWTP Sludge Dewatering	-	-	1,000	3,000	2,000	6,000
WTR-26.011	LLWTP Sludge Dewatering Improvement Project	3,250	-	-	-	-	3,250
WTR-26.013	Lake Lewisville Filter Media Replacement	1,000	-	-	-	-	1,000
WTR-26.014	LLWTP LAS Bulk Storage Capacity Redesign	500	-	-	-	-	500
WTR-26.015	LLWTP DME Pond Infill	400	1,500	500	-	-	2,400
WTR-26.017	LLWTP High Service Pump Station	250	-	-	-	-	250
WTR-26.019	LLWTP Condition Assessment & DPR Study	2,400	-	-	-	-	2,400
WTR-26.020	LLWTP Ozone Building AC Installation - ASAP	200	-	-	-	-	200
WTR-26.021	LLWTP Plant Electrical Building AC Replacement	50	-	-	-	-	50
WTR-26.022	LLWTP Automated Source Water Monitoring	100	-	-	-	-	100
WTR-26.023	LLWTP Plant Backwash Backup	-	100	400	-	-	500
WTR-26.024	Lake Lewisville Raw Water Station Rehab	2,000	4,000	-	-	-	6,000
WTR-26.039	Roselawn Elevated Storage Tank Improvements	3,780	-	-	-	-	3,780
WTR-26.040	Riney Road Tank Painting & Lighting Improvement	500	100	-	-	-	600
WTR-26.042	SCADAOT/IT Deliniation	250	500	-	-	-	750
WTR-26.043	Pump Station CIP-CI2 Conversion	100	100	-	-	-	200
WTR-26.044	NW EST Tank Painting	500	1,500	-	-	-	2,000
WTR-26.045	SWBPS - AC System Replacement	50	-	-	-	-	50
	TOTAL FUNDING	**$ 34,905**	**$ 74,300**	**$ 113,900**	**$ 60,000**	**$ 2,750**	**$ 285,855**

Capital Improvement Program

Water CIP Projects

Budget #		FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
	TRANSMISSION LINES						
WTR-26.026	Sampling Station Upgrades	$ 200	$ 200	$ 200	$ 200	$ 200	$ 1,000
WTR-26.027	Large Valve Replacements	128	-	-	-	-	128
WTR-26.028	Transmission Line Condition Assessment	1,000	1,000	1,000	1,000	1,000	5,000
WTR-26.029	Transmission Line Condition Repairs	1,000	1,000	1,000	1,000	1,000	5,000
WTR-26.030	Ray Roberts Parallel 60" Transmission Line	500	-	-	-	-	500
WTR-26.049	24" Robson Ranch Transmission main ((D-1))	8,000	8,000	1,000	-	-	17,000
WTR-26.050	WMP Projects 17 & 20	15,000	16,000	-	-	-	31,000
WTR-26.051	12/16" US 380 Water Line (Project 27)	2,000	8,000	-	-	-	10,000
	TOTAL FUNDING	**$ 27,828**	**$ 34,200**	**$ 3,200**	**$ 2,200**	**$ 2,200**	**$ 69,628**
	VEHICLES						
WTR-26.062	Vehicle Replacement	$ 1,083	$ 524	$ 475	$ 475	$ 475	$ 3,032
	TOTAL FUNDING	**$ 1,083**	**$ 524**	**$ 475**	**$ 475**	**$ 475**	**$ 3,032**
	GRAND TOTAL	**$ 94,924**	**$ 125,824**	**$ 139,923**	**$ 74,074**	**$ 11,140**	**$ 445,885**

Capital Improvement Program
Wastewater Summary
Cash Requirements
(In Thousands)

5-Year Summary - Project Category

	2025-26	2026-27	2027-28	2028-29	2029-30	TOTAL
Collection System Upgrade	$ 10,413	$ 9,230	$ 6,667	$ 2,500	$ -	$ 28,810
Liftstation Improvements	28,350	19,700	8,450	450	500	57,450
Miscellaneous	3,025	25	25	25	25	3,125
Oversize Lines	8,520	2,840	1,690	30	-	13,080
Plant Improvements	114,750	229,000	202,200	118,500	70,000	734,450
Replace Lines	74,858	58,593	25,686	10,479	3,050	172,666
Taps, Fire Hydrants, Meters	251	255	260	265	270	1,301
Vehicles	2,830	2,830	2,830	2,830	2,830	14,150
GRAND TOTAL	**$ 242,997**	**$ 322,473**	**$ 247,808**	**$ 135,079**	**$ 76,675**	**$ 1,025,032**

5-Year Summary - Funding Source

	2025-26	2026-27	2027-28	2028-29	2029-30	TOTAL
Debt Funded Capital[1]	$ 240,167	$ 319,643	$ 244,978	$ 132,249	$ 73,845	$ 1,010,882
Revenue Funded Capital	2,830	2,830	2,830	2,830	2,830	14,150
GRAND TOTAL	**$ 242,997**	**$ 322,473**	**$ 247,808**	**$ 135,079**	**$ 76,675**	**$ 1,025,032**
Total Current Appropriated	$ 111,511					
FY 2025-26 Total	**$ 354,508**					

[1]Debt Funded Capital includes bonds and federal/state loans.

Capital Improvement Program

Wastewater CIP Projects

Budget #		FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
	COLLECTION SYSTEM UPGRADE						
WWR-007	12/15-inch Robson Ranch Interceptor (HC: O-4)	$ 1,862	$ 730	$ 3,717	$ -	$ -	$ 6,309
WWR-008	15" Grisson Sewer Line	-	-	1,000	2,500	-	3,500
WWR-009	12" Beaver Creek Sewer Line	-	1,000	1,950	-	-	2,950
WWR-010	Pipe/Force Main Condition Assessment	551	-	-	-	-	551
WWR-011	21/27/30-inch Roark Branch Interceptor Phase 2 (HC: D-4)	8,000	7,500	-	-	-	15,500
	TOTAL FUNDING	**$ 10,413**	**$ 9,230**	**$ 6,667**	**$ 2,500**	**$ -**	**$ 28,810**
	LIFT STATION IMPROVEMENTS						
WWR-030	Milam Creek Basin Wastewater Line and Lift Station	$ 8,350	$ -	$ -	$ -	$ -	$ 8,350
WWR-031	Hobson Lift Station Force Main Replacement	500	1,500	-	-	-	2,000
WWR-032	Cooper Creek Lift Station Improvement Project	7,100	5,200	-	-	-	12,300
WWR-029	Robson West Lift Station	11,400	12,000	8,000	-	-	31,400
WWR-033	Lift Station Replacement	1,000	1,000	450	450	500	3,400
	TOTAL FUNDING	**$ 28,350**	**$ 19,700**	**$ 8,450**	**$ 450**	**$ 500**	**$ 57,450**
	MISCELLANEOUS						
WWR-037	Beneficial Reuse Concrete Improvement	25	25	25	25	25	125
WWR-038	Service Center Renovation	3,000	-	-	-	-	3,000
	TOTAL FUNDING	**$ 3,025**	**$ 25**	**$ 25**	**$ 25**	**$ 25**	**$ 3,125**
	VEHICLES						
WWR-039	Vehicle Replacement	$ 2,830	$ 2,830	$ 2,830	$ 2,830	$ 2,830	$ 14,150
	TOTAL FUNDING	**$ 2,830**	**$ 2,830**	**$ 2,830**	**$ 2,830**	**$ 2,830**	**$ 14,150**
	OVERSIZE LINES						
WWR-040	Oversize Participation	$ 8,520	$ 2,840	$ 1,690	$ 30	$ -	$ 13,080
	TOTAL FUNDING	**$ 8,520**	**$ 2,840**	**$ 1,690**	**$ 30**	**$ -**	**$ 13,080**
	TAPS, FIRE HYDRANTS, METERS						
WWR-035	Wastewater Taps	$ 101	$ 105	$ 110	$ 115	$ 120	$ 551
WWR-036	Manhole Repair/Replace/Lining	150	150	150	150	150	750
	TOTAL FUNDING	**$ 251**	**$ 255**	**$ 260**	**$ 265**	**$ 270**	**$ 1,301**
	REPLACE LINES						
WWR-012	Annual Field Service Replacements	$ 1,102	$ 1,158	$ 1,216	$ 1,269	$ 550	$ 5,295
WWR-006	Clear Creek Interceptor	$ 40,000	$ 40,000	$ 10,000	$ -	$ -	$ 90,000
WWR-013	Reuse WW line/State School Tank Repair	-	500	2,500	-	-	3,000
WWR-014	Collector Replacement Program	2,500	2,500	2,500	2,500	2,500	12,500
WWR-015	Ryan Road Sewer Upgrades	-	620	-	-	-	620
WWR-016	Cole Ranch Interceptor	6,250	7,085	-	-	-	13,335
WWR-017	Elm Street Sewer Line Replacement (Phase 2)	5,000	-	-	-	-	5,000
WWR-018	Lakeview Ranch Interceptor	1,406	1,720	4,600	-	-	7,726
WWR-019	Masch Sewer Line Replacement	600	4,960	4,000	-	-	9,560
WWR-020	Cooper Creek Sewer Line Replacement	-	-	400	3,190	-	3,590
WWR-021	Pecan Creek Interceptor Replacement	-	-	420	3,470	-	3,890
WWR-022	PEC Phase 3/4 Sewer Upgrades	500	-	-	-	-	500
WWR-023	Hickory Creek Interceptor IV	6,000	-	-	-	-	6,000
WWR-024	Private Laterals Replacement	50	50	50	50	-	200
WWR-025	Robson Ranch Wastewater Improvement Project Phase I & II	3,500	-	-	-	-	3,500
WWR-026	Supplement to Bond Election 2019 Projects	5,000	-	-	-	-	5,000
WWR-027	Mingo/Ruddell/Quiet Zone Sewer Upgrades	1,800	-	-	-	-	1,800
WWR-028	Bonnie Brae PH 3-6 Wastewater Upgrades	1,150	-	-	-	-	1,150
	TOTAL FUNDING	**$ 74,858**	**$ 58,593**	**$ 25,686**	**$ 10,479**	**$ 3,050**	**$ 172,666**
	PLANT IMPROVEMENTS						
WWR-003	Clear Creek Water Reclamation Plant (CCWRP)	4,000	26,000	20,000	-	-	50,000
WWR-004	Hickory Creek Water Reclamation Plant Ph 1 (HC: O-1, O-2, O-5)	5,000	12,000	32,000	36,500	20,000	105,500
WWR-005	Hickory Creek Peak Flow Basin Improvements	4,500	8,500	2,200	-	-	15,200
WWR-002	Hickory Creek Force Main Replacement	1,000	2,000	3,000	-	-	6,000
WWR-001	PCWRP Expansion to 26 MGD and 75 MGD Headworks	100,000	180,000	145,000	82,000	50,000	557,000
WWR-034	SCADA/HMI Upgrade Water Rec	250	500	-	-	-	750
	TOTAL FUNDING	**$ 114,750**	**$ 229,000**	**$ 202,200**	**$ 118,500**	**$ 70,000**	**$ 734,450**
	GRAND TOTAL	**$ 242,997**	**$ 322,473**	**$ 247,808**	**$ 135,079**	**$ 76,675**	**$ 1,025,032**

Capital Improvement Program
Solid Waste Summary
Cash Requirements
(In Thousands)

5-Year Summary - Project Category

	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
Structural	$ 14,000	$ -	$ 350	$ -	$ 500	$ 14,850
Building Construction	-	-	-	5,000	-	5,000
Vehicles	7,712	5,995	5,871	5,400	3,481	28,459
GRAND TOTAL	**$ 21,712**	**$ 5,995**	**$ 6,221**	**$ 10,400**	**$ 3,981**	**$ 48,309**

5-Year Summary - Funding Source

	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
Debt Funded Capital	$ 18,249	$ 4,800	$ 5,900	$ 8,900	$ 3,981	$ 41,830
Revenue Funded Capital	3,463	1,195	321	1,500	-	6,479
GRAND TOTAL	**$ 21,712**	**$ 5,995**	**$ 6,221**	**$ 10,400**	**$ 3,981**	**$ 48,309**

Total Current Appropriated	$ 25,386
FY 2025-26 Total	**$ 47,098**

Capital Improvement Program

Solid Waste CIP Projects

Budget #		FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
	STRUCTURAL						
SW-007	Organics Program Infrastructure	$ 14,000	$ -	$ -	$ -	$ -	$ 14,000
SW-002	Concrete Replacement	-	-	350	-	-	350
SW-018	Wastewater Infrastructure	-	-	-	-	500	500
	TOTAL FUNDING	**$ 14,000**	**$ -**	**$ 350**	**$ -**	**$ 500**	**$ 14,850**
	BUILDING CONSTRUCTION						
SW-013	Transfer Station Construction	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
	TOTAL FUNDING	**$ -**	**$ -**	**$ -**	**$ 5,000**	**$ -**	**$ 5,000**
	VEHICLES						
SW-014	Vehicle Replacements	7,264	5,095	5,221	5,400	-	22,980
SW-003	Front Load Vehicle	448	-	-	-	-	448
SW-001	Auto Side Load	-	900	-	-	-	900
SW-009	Rear Load	-	-	650	-	-	650
SW-004	Haul Truck (Transfer Station)	-	-	-	-	1,020	1,020
SW-006	Kubota (Transfer Station)	-	-	-	-	30	30
SW-008	Pick- Up (Transfer Station)	-	-	-	-	150	150
SW-010	Rubber Tire Loader (Transfer Station)	-	-	-	-	431	431
SW-011	Skid Steer (Transfer Station)	-	-	-	-	110	110
SW-012	Small Compactor CAT 816	-	-	-	-	1,200	1,200
SW-017	Walking Trailer (Transfer Station)	-	-	-	-	540	540
	TOTAL FUNDING	**$ 7,712**	**$ 5,995**	**$ 5,871**	**$ 5,400**	**$ 3,481**	**$ 28,459**
	GRAND TOTAL	**$ 21,712**	**$ 5,995**	**$ 6,221**	**$ 10,400**	**$ 3,981**	**$ 48,309**

Capital Improvement Program
Airport Summary
Cash Requirements
(In Thousands)

5-Year Summary - Project Category

	2025-26	2026-27	2027-28	2028-29	2029-30	TOTAL
Airport Infrastructure	$ 2,150	$ 2,275	$ -	$ 12,000	$ 8,000	$ 24,425
Vehicles & Equipment	40	40	-	-	-	80
GRAND TOTAL	**$ 2,190**	**$ 2,315**	**$ -**	**$ 12,000**	**$ 8,000**	**$ 24,505**

5-Year Summary - Funding Source

	2025-26	2026-27	2027-28	2028-29	2029-30	TOTAL
Existing Appropriated Funding [1]	$ 435	$ 268	$ -	$ -	$ -	$ 703
Grants	1,755	2,048	-	10,800	7,200	21,803
Debt Funded Capital	-	-	-	1,200	800	2,000
GRAND TOTAL	**$ 2,190**	**$ 2,315**	**$ -**	**$ 12,000**	**$ 8,000**	**$ 24,505**
Total Current Appropriated	$ 1,777					
FY 2025-26 Total	**$ 3,967**					

[1] Shown for transparency. Funding for grant matches in FY 2026 and 2027 is available in current capital appropriations.

Capital Improvement Program

Airport CIP Projects

Budget #		2025-26	2026-27	2027-28	2028-29	2029-30	TOTAL
	AIRPORT INFRASTRUCTURE						
AIR-001	Taxilane/Taxiway Design (IIJA 2022/2023)	$ 950	$ -	$ -	$ -	$ -	$ 950
AIR-002	Security Enhancements: Fencing, Gates, Cameras, and Badge Readers	200	-	-	-	-	200
AIR-003	Taxilane Reconstruction (IIJA 2023/2024/2025)	1,000	-	-	-	-	1,000
AIR-006	Taxilane Reconstruction (IIJA 2025/2026)	-	2,275	-	-	-	2,275
AIR-007	Taxiway Alpha Design/Reconstruction	-	-	-	12,000	-	12,000
AIR-008	Taxiway Bravo Design/Reconstruction	-	-	-	-	8,000	8,000
	TOTAL FUNDING	**$ 2,150**	**$ 2,275**	**$ -**	**$ 12,000**	**$ 8,000**	**$ 24,425**
	VEHICLES & EQUIPMENT						
AIR-004	Fleet Vehicle Replacements: Zero-Turn Mower	$ 40	$ -	$ -	$ -	$ -	$ 40
AIR-005	Fleet Vehicles: Zero-Turn Mower	-	40	-	-	-	40
	TOTAL FUNDING	**$ 40**	**$ 40**	**$ -**	**$ -**	**$ -**	**$ 80**
	GRAND TOTAL	**$ 2,190**	**$ 2,315**	**$ -**	**$ 12,000**	**$ 8,000**	**$ 24,505**

ADA/EOE/ADEA
215 E. McKinney St.
Denton, TX 76201
TDD: (800) 735-2989
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File #: ID 24-2625, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM : **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

The proposed tax rate equals $0.595420 per $100 valuation. The proposed rate is higher than the current tax rate, exceeds the no-new revenue rate, and is less than the voter approval rate. Of the proposed tax rate, $0.334780 will be applied to fund operations and maintenance in the General Fund and $0.260640 will be applied to fund tax-supported debt.

The super majority requirement (at least 5 votes of the City Council) is required for a tax rate adoption exceeding the no-new-revenue rate. If 5 votes are not received and Council does not otherwise adopt a tax rate by September 30th, the 2025 tax rate will default to the no-new-revenue rate of $0.554279/$100, which Council would be required to ratify at a future meeting. This requirement is set forth in the Texas Tax Code Chapter 26.05 Tax Rate.

A motion to adopt a tax rate must be made in the following form: "I move 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." The vote is taken by roll call.

RECOMMENDATION

Staff recommends adoption of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

A workshop to present the details of the FY 2025-2026 Proposed Budget to the City Council was conducted on August 9, 2025. The City Council discussed the Proposed Budget during Work Sessions on August 19, 2025 and September 9, 2025. A public hearing on the Proposed Budget was held on September 9, 2025. In addition, a public hearing was held on the proposed tax rate on September 9, 2025.

FISCAL INFORMATION

The proposed property tax rate will generate approximately $128,902,329 of which, $13,104,743 will come from the tax limitation on over 65 and disabled person(s). $71,426,894 will be used to fund operations and maintenance in the General Fund, $55,409,075 will be used to fund tax-supported General Obligation and Certificates of Obligation debt, $1,013,676 will be generated for the Downtown Tax Increment Reinvestment Zone district, and $1,052,684 will be generated for the Westpark Tax Increment Reinvestment Zone district.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
(940) 349-8127

ORDINANCE NO. _____

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.

WHEREAS, after notice of the proposed tax rate, public meetings on the tax rate, and public hearing on the budget were published in the Denton Record Chronicle and posted on the City's internet web site and its public access television channel as required by law, on August 30, 2025, the City Council of the City of Denton, Texas, (City) held one public hearing on the proposed budget and a public hearing on the proposed tax rate; and

WHEREAS, this Ordinance sets a tax rate of $0.595420 that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the City that exceeds the amount of taxes imposed for that purpose in 2024; and

WHEREAS, the City Council deems it in the public interest to adopt a tax rate for the 2025 tax year of $0.595420; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance as if fully set forth herein.

SECTION 2. By authority of the Charter of the City of Denton, Texas, and the Laws of the State of Texas, there is hereby levied and adopted for the tax year 2025, on all taxable property situated within the corporate limits of the City of Denton, Texas, on January 1, 2025, a tax rate of $0.595420 for each $100 of taxable value.

SECTION 3. Of the total tax rate, $0.334780 for each $100 of taxable value is hereby included, adopted and shall be distributed to the General Fund of the City to fund maintenance and operation expenditures of the City in accordance with Section 26.05(a)(2) of the Texas Property Tax Code and any other applicable laws.

SECTION 4. Of the total tax rate, $0.260640 for each $100 of taxable value is hereby included, adopted and shall be distributed to pay the City's debt service as provided by Sections 26.04(e)(3)(C) and 26.05(a)(1) of the Texas Property Tax Code and any other applicable laws.

SECTION 5. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.2 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $19.55.

SECTION 6. The City Manager, or their designee, is directed to include the following statement on the home page of the City's Internet website:

"THE CITY OF DENTON ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.2 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $19.55."

SECTION 7. Pursuant to Article 8, Section 1-b of the Texas Constitution, and pursuant to the provisions of Section 11.13(n) of the Texas Property Tax Code, one-half percent of the assessed value of residential homesteads, or $5,000 of the assessed value of residential homesteads, whichever amount shall be greater, shall be exempt from City ad valorem taxes.

SECTION 8. Pursuant to Article 8, Section 1-b of the Texas Constitution, $50,000 of the assessed value of residential homesteads of persons 65 years of age or older shall be exempt from City ad valorem taxes for 2025.

SECTION 9. Pursuant to Article 8, Section 1-b of the Texas Constitution, $50,000 of the assessed value of residential homesteads of disabled persons shall be exempt from City ad valorem taxes for 2025.

SECTION 10. For enforcement of the collection of taxes hereby levied the City of Denton shall have available all rights and remedies provided by law.

SECTION 11. If any section, subsection, paragraph, sentence, clause, phrase or word in this Ordinance, or the application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 12. This Ordinance shall become effective immediately upon its passage and approval at a regular meeting of the City Council of the City of Denton, Texas, on this the 16th day of September 2025, at which meeting a quorum was present and the meeting was held in accordance with the provisions of the Tex. Gov't Code, Section 551.001 et seq. The City Secretary is hereby directed to record this Ordinance and the vote to adopt the tax rate.

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:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller Digitally signed by Susan Keller Date: 2025.09.08 21:52:36 -05'00'

File #: ID 24-2626, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, Texas, approving the 2025 tax rolls; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM : **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, approving the 2025 tax rolls; and providing an effective date.

BACKGROUND

As a component of the budget process, the City is required by Chapter 26 of the Texas Property Tax Code to approve the tax roll on an annual basis. The total estimated amount of tax levy is calculated by taking the 2025 Certified Totals (excluding frozen value) and applying the 2025 adopted tax rate.

RECOMMENDATION

Staff recommends adoption of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

A workshop to present the details of the FY 2025-26 Proposed Budget to the City Council was conducted on August 9, 2025. The City Council discussed the Proposed Budget during Work Sessions on August 19, 2024 and September 9, 2025. A public hearing on the Proposed Budget was held on September 9, 2025. In addition, a public hearing was held on the proposed tax rate on September 9, 2025.

FISCAL INFORMATION

The approval of the tax roll will enable the County to mail tax bills in October 2025.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
(940) 349-8127

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, APPROVING THE 2025 TAX ROLLS; AND PROVIDING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby approves the 2025 tax rolls of the City of Denton, Texas, which will result in a tax levy in the estimated amount of $126,835,969 based on the Certified Appraisal Roll as approved by the Appraisal Review Board of the Denton Central Appraisal District.

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

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor 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 Digitally signed by Susan Keller Date: 2025.09.06 21:51:24 -05'00'

File #: ID 24-2627, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

Chapter 102 of the Local Government Code (LGC) requires certain provisions to be taken when the adoption of a budget will require raising more revenue from property taxes than in the previous year. Specifically, Chapter 102.007 Section C of the LGC states:

"Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law."

The FY 2025-2026 Budget will require raising more revenue from property taxes than in the previous year. Because of this, the City Council is required to take separate action to vote to ratify the adopted budget.

RECOMMENDATION

Staff recommends adoption of the ordinance.

FISCAL INFORMATION

The FY 2025-2026 proposed tax rate is $0.595420 per $100 valuation, which is higher than the 2024 tax rate. The FY 2025-2026 adopted budget will raise more revenue from property taxes than last year's budget.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
(940) 349-8127

ORDINANCE_____

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.

WHEREAS, the City Council of the City of Denton, Texas, has previously on this day of September 16, 2025 adopted the Fiscal Year 2025-2026 Annual Program of Services (Budget) and the Capital Improvement Program for the City of Denton and set a tax rate for 2025 in separate votes and actions; and

WHEREAS, this Budget will raise more revenue from property taxes than last year's budget; and

WHEREAS, Section 102.007 of the Texas Local Government Code requires the City Council to take a separate vote to ratify the property tax increase reflected in the Budget when it will raise more total property taxes than last year's budget; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. The City Council hereby ratifies the adoption of the City of Denton Fiscal Year 2025-2026 Annual Program of Services (Budget) and the Capital Improvement Program that will raise more revenue from property taxes than last year's Budget. The City Council hereby ratifies the property tax increase reflected in the Budget.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval at a regular meeting of the City Council of the City of Denton, Texas on this the 16th day September 2025 at which meeting a quorum was present and the meeting was held in accordance with the provisions of Tex. Gov't Code § 551.001, *et. seq.* The City Secretary is hereby directed to record this Ordinance and the vote to ratify approval of the adoption of the Budget that will raise more revenue from property taxes than last year's budget.

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

Susan Keller
Digitally signed by Susan Keller
Date: 2025.09.08 21:52:36 -05'00'

BY: _____

File #: ID 24-2629, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

The proposed FY 2025-2026 Water Operating Budget and CIP was presented to the Public Utilities Board (PUB) on July 14, July 28. The PUB also reviewed the proposed rates on July 14 and September 28, 2024. The PUB recommended the proposed budget and rates 6-0.

The following summarizes the proposed changes to existing Water rates:

- Residential & Commercial Rates
  - 3% increase in rates for residential and commercial customers (facility & volume)
- Metered Water from Hydrant - 3% facility and volume increase.
- Wholesale Treated Water Service – Volume rate increase from $1.25 to $4.96 per 1,000 gallons.
- Wholesale Raw Water Service – Volume rate increase from $0.96 to $1.1364 per 1,000 gallons.
- Wholesale Raw Water Passthrough to UTRWD – Volume rate increase from $0.0320 to $0.0395.
- Water Tap & Meter Fees – Increase 3%
- Hydrant Installation – Increase 3%

RECOMMENDATION

Staff recommends adoption of the Fiscal Year 2025-26 Water Rates.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

City Council reviewed the Fiscal Year 2025-26 operating budget during the July 15, 2025 meeting, the capital improvement program (CIP) on July 22, 2025, and the operating budget, CIP, and proposed rates on August 19, 2025 and September 9, 2025.

EXHIBITS

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

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
940-349-8127

ORDINANCE NO. 254-_____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES AND FEES FOR WATER AND WATER SERVICE; REPEALING ORDINANCE NO. ~~23-1741~~24-235; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Rate Schedules for water service as provided for in Section 26-127 of Chapter 26 of the Code of Ordinances are established as follows:

WATER RATE SCHEDULES

		PAGE
WR	Residential Water Service	2
WC	Commercial/Industrial Water Service Rate	6
WFH	Metered Water From Fire Hydrant	9
WW	Wholesale Treated Water Service to Upper Trinity Regional Water District	10
WD	Water Demand	10
WRW	Wholesale Raw Water Service to Upper Trinity Regional Water District	12
WCL	Wholesale Raw Water Pass-Through to Upper Trinity Regional Water District from Lake Chapman into Lake Lewisville	13
	Water Tap and Meter Fees	14
	Fire Hydrant Installation	16
	Water Laboratory Testing Fees	17
	Special Facilities Rider	18

SCHEDULE WR
RESIDENTIAL WATER SERVICE
(Effective 10/01/254)

APPLICATION

Applicable for single-family residential service and individually metered apartments, mobile homes, and multi-family facilities with less than four units, with wastewater service and located within the corporate limits of the City of Denton, Texas. **(WR)**

Applicable for single-family residential service, and individually metered apartments, mobile homes, and multi-family facilities with less than four units, with or without wastewater service and located outside the corporate limits of the City of Denton, Texas. **(WRO)**

Applicable to a location inside the corporate limits of the City of Denton, Texas where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. (**WRN)**

Applicable to a location outside the corporate limits of the City of Denton, Texas where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. **(WRNO)**

Applicable within the corporate limits of the City of Denton, Texas where the metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRI)**

Applicable outside the corporate limits of the City of Denton, Texas where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRIO)**

Not applicable to resale, temporary, standby, or supplementary service except as otherwise expressly provided for in this ordinance.

MONTHLY RATE **(WR)** – RESIDENTIAL WATER SERVICE
AND MONTHLY RATE **(WRN)** – METERED WATER NOT RETURNED TO WASTEWATER SYSTEM FOR COLLECTION AND TREATMENT

(1)	Facility Charge	Per Bill
	3/4 inch Meter	~~$16.32~~ $16.81
	1 inch Meter	~~$21.21~~ $21.85
	1-1/2 inch Meter	~~$27.74~~ $28.57
	2 inch Meter	~~$35.08~~ $36.13

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	~~$3.73~~ $3.84
5,001-7,000 gals	~~$4.01~~ $4.13
7,001-15,000 gals	~~$4.17~~ $4.30
15,001-30,000 gals	~~$7.46~~ $7.68
30,001-50,000 gals	~~$9.97~~ $10.27
Over 50,000 gals	~~$12.40~~ $12.77

MONTHLY RATES **(WRO) & (WRNO)** – WATER SERVICE OUTSIDE CORPORATE LIMITS

MONTHLY RATE

(1) Facility Charge — Per Bill

3/4 inch Meter	~~$18.95~~ $19.52
1 inch Meter	~~$24.62~~ $25.36
1-1/2 inch Meter	~~$32.24~~ $33.21
2 inch Meter	~~$40.74~~ $41.96

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	~~$4.31~~ $4.44
5,001-7,000 gals	~~$4.62~~ $4.76
7,001-15,000 gals	~~$4.80~~ $4.94
15,001-30,000 gals	~~$8.59~~ $8.85
30,001-50,000 gals	~~$11.46~~ $11.80
Over 50,000 gals	~~$14.27~~ $14.70

MONTHLY RATES **(WRI)** – METERED WATER SERVICE FOR IRRIGATION

MONTHLY RATE

(1) Facility Charge — Per Bill

3/4 inch Meter	~~$16.32~~ $16.81
1 inch Meter	~~$21.21~~ $21.85
1-1/2 inch Meter	~~$27.74~~ $28.57
2 inch Meter	~~$35.08~~ $36.13

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	~~$3.74~~ $3.8~~45~~
5,001-7,000 gals	~~$4.02~~ $4.13~~4~~
7,001-15,000 gals	~~$4.17~~ $4.30

15,001-30,000 gals	~~$7.47~~ $7.689
30,001-50,000 gals	~~$9.97~~ $10.27
Over 50,000 gals	~~$12.40~~ $12.77

MONTHLY RATES **(WRIO)** – METERED WATER SERVICE FOR IRRIGATION

MONTHLY RATE

(1)	Facility Charge	Per Bill
	3/4 inch Meter	~~$18.95~~ $19.52
	1 inch Meter	~~$24.62~~ $25.36
	1-1/2 inch Meter	~~$32.24~~ $33.21
	2 inch Meter	~~$40.74~~ $41.96

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	~~$4.31~~ $4.44
5,001-7,000 gals	~~$4.62~~ $4.76
7,001-15,000 gals	~~$4.80~~ $4.94
15,001-30,000 gals	~~$8.59~~ $8.85
30,001-50,000 gals	~~$11.46~~ $11.80
Over 50,000 gals	~~$14.27~~ $14.70

MINIMUM BILLING

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

PAYMENT

In accordance with Section 26-9(a) of the City of Denton Code of ordinances, bills are due when rendered, and become past due if not paid within fifteen (15) calendar days from date of issuance.

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for water consumption shall be based on the gallon consumption during the billing period.

Formula:

$$\frac{\text{Gallons in rate block}}{\text{1,000 gallons}} \times \text{rate per 1,000 gal. in rate block}$$

RETAIL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN

Under Stage 2 drought conditions, residential customers shall be charged a 10% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

Under Stage 3 drought conditions, residential customers shall be charged a 20% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

SCHEDULE WC

COMMERCIAL/INDUSTRIAL WATER SERVICE RATE
(Effective 10/01/254)

APPLICATION

Applicable for all commercial and industrial users, or other water users not otherwise classified under this ordinance, for all water provided at one point of delivery and measured through one meter. **(WC)**

Applicable for all commercial and industrial users or other users not otherwise classified under this ordinance outside of the corporate limits of the City of Denton for all water service provided at one point of delivery and measured through one meter, with or without wastewater service. **(WCO)**

Applicable where the metered water is used for commercial purposes and is not returned to the wastewater system for collection and treatment. **(WCN)**

Applicable where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCI)**

Applicable where metered water is outside the corporate limits of the City of Denton, Texas and is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCIO)**

Not applicable to resale service in any event, nor to temporary, standby, or supplementary service except as otherwise expressly provided for in this ordinance.

MONTHLY RATE **(WC)** and **(WCN)**

	Facility Charge	Per Bill
(1)	3/4 inch Meter	~~$23.04~~ $23.731
	1 inch Meter	~~$32.63~~ $33.61
	1 - l/2 inch Meter	~~$39.46~~ $40.64
	2 inch Meter	~~$52.52~~ $54.10
	3 inch Meter	~~$112.58~~ $115.96
	4 inch Meter	~~$223.21~~ $229.91
	6 inch Meter	~~$305.10~~ $314.25
	8 inch Meter	~~$427.46~~ $440.28
	10 inch Meter	~~$611.82~~ $630.17
(2)	Volume Charge	~~$4.47~~ $4.60 per 1,000 gallons

MONTHLY RATE **(WCO)** – OUTSIDE CORPORATE LIMITS

(1)	Facility Charge	Per Bill
	3/4 inch Meter	~~$26.78~~ $27.58
	1 inch Meter	~~$37.90~~ $39.04
	1-1/2 inch Meter	~~$45.84~~ $47.22
	2 inch Meter	~~$61.03~~ $62.86
	3 inch Meter	~~$130.76~~ $134.68
	4 inch Meter	~~$259.30~~ $267.08
	6 inch Meter	~~$354.42~~ $365.05
	8 inch Meter	~~$496.56~~ $511.46
	10 inch Meter	~~$710.70~~ $732.02

(2) Volume Charge ~~$5.25~~ $5.41 per 1,000 gallons

MONTHLY RATE **(WCI) -** IRRIGATION

(1)	Facility Charge	Per Bill
	3/4 inch Meter	~~$23.04~~ $23.73
	1 inch Meter	~~$32.63~~ $33.61
	1-l/2 inch Meter	~~$39.46~~ $40.64
	2 inch Meter	~~$52.52~~ $54.10
	3 inch Meter	~~$112.58~~ $115.96
	4 inch Meter	~~$223.21~~ $229.91
	6 inch Meter	~~$305.10~~ $314.25
	8 inch Meter	~~$427.46~~ $440.28
	10 inch Meter	~~$611.82~~ $630.17

(2) Volume Charge ~~Rate Per 1,000 Gallons~~$6.10 per 1,000 gallons ~~$5.92~~ ~~$6.10~~

MONTHLY RATE **(WCIO) -** IRRIGATION

(1)	Facility Charge	Per Bill
	3/4 inch Meter	~~$26.78~~ $27.58
	1 inch Meter	~~$37.90~~ $39.04
	1-1/2 inch Meter	~~$45.84~~ $47.22
	2 inch Meter	~~$61.03~~ $62.86
	3 inch Meter	~~$130.76~~ $134.68
	4 inch Meter	~~$259.30~~ $267.08~~72.27~~
	6 inch Meter	~~$354.42~~ $365.05
	8 inch Meter	~~$496.56~~ $511.46
	10 inch Meter	~~$710.70~~ $732.02

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-7,000 gals	~~$6.80~~ $7.00
7,001-20,000 gals	~~$7.25~~ $7.47
20,001-40,000 gals	~~$8.50~~ $8.76
Over 40,000 gals	~~$9.50~~ $9.79

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for the water consumption shall be based on the consumption during the billing period.

Formula:

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

COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN.

Under Stage 2 drought conditions, Commercial/Industrial customers shall be charged a 10% surcharge penalty for water usage above 80% of prior billing volumes per account per thirty (30) days.

Under Stage 3 drought conditions, Commercial/Industrial customers shall be charged a 20% surcharge penalty for water usage above 70% of prior billing volumes per account per thirty (30) days.

SCHEDULE WFH

METERED WATER FROM FIRE HYDRANT
(Effective 10/01/254)

APPLICATION

Applicable for all water taken through a fire hydrant or other direct distribution line source at one location for private or commercial use not associated with firefighting. Customers must complete, sign, and agree to all terms and conditions stated in the "Fire Hydrant Meter Use Agreement."

DEPOSIT $3,000 per meter

User shall place a deposit each time a City's hydrant meter(s) is requested. The deposit will be returned when meter is returned and final bill is paid.

NET RATE

Volume Charge ~~$5.22~~ $5.38 per 1,000 gallons

Monthly volume shall be computed by subtracting the beginning meter reading from the ending meter reading divided by 1,000, and multiplied times the volume charge, upon the monthly return of the meter to the Water Department for reading. Per the "Fire Hydrant Meter Use Agreement", failure by the Customer to return the meter to water utilities by the 3rd day of each month for reading, results in acceptance by the Customer to pay a monthly billing equal to 100,000 gallons of water usage for the month.

Facility Charge ~~$113.95~~ $117.37 per bill

PAYMENT

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

COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS - PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN.

Under Stage 2 and Stage 3 drought conditions, use of water from fire hydrants limited to fire fighting, essential distribution system maintenance, and related activities. All other water use from fire hydrants will be by special permit only.

SCHEDULE WW

WHOLESALE TREATED WATER SERVICE
TO UPPER TRINITY REGIONAL WATER DISTRICT
(Effective 10/01/254)

APPLICATION

Applicable to all wholesale treated water sales from the City of Denton, Texas to the Upper Trinity Regional Water District (UTRWD)

Not applicable for temporary, standby, or supplementary service.

MONTHLY CHARGES

The monthly charge for service shall be expressed as a facility charge, a volume price per 1,000 gallons and a demand price per million gallons per day (MGD) of demand.

(WW2/WW3)	(1) Facility Charge	$288.72 per bill
	(2) Water Volume Rate	~~$1.25~~ $4.96 per 1,000 gallons
(WD2/WD3)	(3) Subscribed Demand Rate	$667,879 per MGD (Annual) 12 (Paid Monthly)

*Full Payment of Annual Water Demand Adjustments:

As determined in the last month of each fiscal year (September), if any outstanding or unpaid annual water demand adjustment charges exist, they shall be included in their entirety on the monthly billing for the following month of October. Water demand adjustment charges shall be billed and payable in full, in accordance with the bill payment delinquency provisions provided for below.

MINIMUM BILLING

The minimum monthly billing amount shall be the sum of the monthly facility charge plus the monthly subscribed demand rate charge.

WATER DEMAND

The demand will be billed on a monthly basis at the Water Demand Rate for the subscribed MGD water demand level. If at any time during the fiscal year the actual peak demand required, as established by the highest rate of flow controller setting for any one day during the fiscal year, is greater than the peak demand subscribed during the fiscal year, annual water demand charges will be retroactively adjusted up beginning in June for each water year.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

SCHEDULE WRW

WHOLESALE RAW WATER SERVICE TO
UPPER TRINITY REGIONAL WATER DISTRICT
(Effective 10/01/254)

APPLICATION

Applicable to all raw water sales from the City of Denton, Texas to the Upper Trinity Regional Water District (UTRWD), per the Interim Sale of Wholesale Raw Water Contract

MONTHLY CHARGES

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge: ~~$0.96000 85% of Dallas Wholesale Untreated Water Rate~~ $1.03963 per 1,000 gallons

PAYMENT

Bills shall be due and payable within twenty (20) calendar days of the date a bill is rendered.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

SCHEDULE WCL

WHOLESALE RAW WATER PASS-THROUGH TO
UPPER TRINITY REGIONAL WATER DISTRICT
FROM LAKE CHAPMAN INTO LAKE LEWISVILLE
(Effective 10/01/254)

APPLICATION

Applicable to all pass-through raw water sent from Lake Chapman into Lake Lewisville by the Upper Trinity Regional Water District (UTRWD) per the Cooper Reservoir Project Contract, as well as, all Lake Chapman water reclaimed for reuse if discharged into and subsequently withdrawn from Lewisville Lake by UTRWD or Lewisville pursuant to a reuse permit or other appropriate regulatory authorization.

MONTHLY CHARGES

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge:	~~$0.0320~~ $0.033095 per 1,000 gallons

PAYMENT

Denton shall render bills monthly. Bills shall be due and payable within twenty (20) calendar days of the date a bill for service is rendered.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

WATER TAP AND METER FEES

(Effective 10/01/25~~4~~)

APPLICATION

This schedule applies to the installation, removal, or relocation of water taps and meters by the City of Denton Utility Department at the request of a person, firm, association or corporation.

TAP AND METER FEES

Any person, association of persons, or corporation that requests that a water main tap, water meter or water meter loop, be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:

WATER TAPS WITH METER

All taps and meters listed in this section include the installation of a water main tap, a service line from the main to the water meter, the meter box, and water meter. Water impact fees are not included. For situations where portions of this installation requires a pavement cut and repair or the water service line must be bored under the street, the Paved Street fee shall apply. For installations that require a full concrete panel section of pavement to be removed and replaced, or that require a meter larger than 2 inches, the Water Utility Department will provide a special price quotation (see "fees for installations not listed" section).

Tap	Meter	Paved Street	Unpaved Street
1 inch	5/8 inch x 3/4 inch	$4,617.00	$2,203.00
1 inch	3/4 inch x 3/4 inch	$4,471.00	$2,086.00
1 inch	1 inch	$4,886.00	$2,277.00
2 inch	1-1/2 inch	$4,500.00	$2,800.00
2 inch	2 inch	$4,685.00	$2,800.00

WATER METER FEES

This section applies where there is an existing water tap and service line of sufficient size to install a water meter. Situations include water meter installations for new developments and existing properties requesting a larger water meter with an existing adequately sized water tap and service line. Fees include installation and setup of a new water meter and a new water meter box (if required). Water impact fees are not included. For a meter larger than 2 inches, the Water Utility Department will provide a special price quotation (see "fees for installations not listed" section).

Size of Meter

5/8 inch x 3/4 inch~~$314.15~~ $323.57
3/4 inch x 3/4 inch~~$355.35~~ $366.01

1 inch	~~$386.25~~ $397.84
1-1/2 inch	~~$690.10~~ $710.80
2 inch	~~$700.40~~ $721.41

WATER METER RELOCATIONS

This section applies for relocations for existing water meters to remove them from conflicts with driveways, sidewalks and other surface obstructions. This standard fee covers relocation of the meter box and water meter and water service line up to 10 feet and does not include pavement removal or replacement. For distances longer than 10 feet, the Water Utility Department will provide a special price quotation in increments of 10 feet (see "fees for installations not listed" section).

Size of Meter	Relocation of 10 Feet or Less
3/4 inch	~~$293.55~~ $302.36
1 inch	~~$293.55~~$302.36
1-1/2 inch	~~$350.20~~ 360.71
2 inch	~~$401.70~~ $413.75

WATER LINE TAPS

This section applies to the installation of all water main taps for extension of water mains, larger than 2 inch diameter service lines, and fire lines, including, but not limited to, fire sprinkler lines. The fees include the tapping sleeve and isolation gate valve, the installation of the tap, and the removal and restoration of the pavement for the water tap installation only. The contractor is responsible for installing the mainline extensions, service lines, and fire lines from the tapping sleeve isolation valve.

For tap installations impacting concrete pavement that require a full concrete panel section to be removed and replaced, the Water Utility Department will provide a special price quotation. If requested, the Water Utility Department can offer to make a short extension of the main or service line to the back side of the adjacent street curb line or street right of way line based upon a special price quotation (see "fees for installations not listed" section).

Size of Tap	Paved or Unpaved Street
4 inch	Actual cost per tap
6 inch	Actual cost per tap
8 inch	Actual cost per tap
12 inch	Actual cost per tap

FEES FOR INSTALLATIONS NOT LISTED

For the installation of a tap, loop or meter for which a fee is not specified, the requestor shall pay in advance based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%.

FIRE HYDRANT INSTALLATION

(Effective 10/01/254)

APPLICATION

This schedule applies to the installation, removal, or relocation of fire hydrants by the City of Denton Utility Department at the request of a person, firm, association or corporation.

FIRE HYDRANT INSTALLATION FEES

Any person, association of persons, or corporation that requests that a fire hydrant be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:

Fire Hydrant Installation	Paved Street	Unpaved Street
Installation Fee	~~$6,386.00~~ $6,577.588	~~$4,429.00~~
$4,561.872		

FEES FOR INSTALLATIONS NOT LISTED

For the installation of a fire hydrant for which a fee is not specified, the requestor shall pay in advance a 50% deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation, the applicant shall be billed at actual cost, as determined by the Utility Department, plus a 20% administrative fee.

WATER LABORATORY TESTING FEES

(Effective 10/01/254)

APPLICATION

Applicable to all customers and entities requesting testing and analysis services from the City of Denton Water/Wastewater Laboratory

RATE

Fee Description	Fee Per Test
Colilert (P/A), (Total Coliform, E. coli)	$22.00
Colilert Quantitray (MPN), (Total Coliform, E. coli)	$25.00
Colilert Quantitray (MPN), (Fecal Coliform)	$25.00
Heterotrophic Plate Counts (HPC)	$33.00
Records Search – per hour	$25.00/hour

The testing and analysis fees are established to recover the cost of testing water and wastewater samples.

MINIMUM BILLING

The minimum amount that may be billed shall be as follows:

$20.00 - Testing

$25.00 - Records Search

PAYMENT

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

SPECIAL FACILITIES RIDER

(Effective 10/01/254)

(1) All service shall be offered from available facilities. If a Customer service request for a special or unusual service not otherwise provided for by the water rate ordinance, and/or requires facilities or devices which are not normally and readily available at the location at which the Customer requests the service, then the City shall provide the service subject to the requirements of paragraphs 2 and 3 of this Rider.

(2) The total cost of all facilities required to meet the Customer's special or unusual requirements, which are incurred by the City in connection with rendering the service shall be subject to a contract entered into between the City and the Customer. This contract shall be signed by both parties prior to the City providing the requested service to the Customer.

(3) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SECTION 2. Ordinance 24-235 ~~23-1741~~ is hereby repealed as of the effective date of this ordinance.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent or in conflict with the terms of provisions contained in the amended schedule of rates hereby enacted by this ordinance, are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all water consumption occurring on and after October 1, 20254; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

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

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

ORDINANCE NO. 25-_____

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.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Rate Schedules for water service as provided for in Section 26-127 of Chapter 26 of the Code of Ordinances are established as follows:

WATER RATE SCHEDULES

		PAGE
WR	Residential Water Service	2
WC	Commercial/Industrial Water Service Rate	6
WFH	Metered Water From Fire Hydrant	9
WW	Wholesale Treated Water Service to Upper Trinity Regional Water District	10
WD	Water Demand	10
WRW	Wholesale Raw Water Service to Upper Trinity Regional Water District	12
WCL	Wholesale Raw Water Pass-Through to Upper Trinity Regional Water District from Lake Chapman into Lake Lewisville	13
	Water Tap and Meter Fees	14
	Fire Hydrant Installation	16
	Water Laboratory Testing Fees	17
	Special Facilities Rider	18

SCHEDULE WR
RESIDENTIAL WATER SERVICE
(Effective 10/01/25)

APPLICATION

Applicable for single-family residential service and individually metered apartments, mobile homes, and multi-family facilities with less than four units, with wastewater service and located within the corporate limits of the City of Denton, Texas. **(WR)**

Applicable for single-family residential service, and individually metered apartments, mobile homes, and multi-family facilities with less than four units, with or without wastewater service and located outside the corporate limits of the City of Denton, Texas. **(WRO)**

Applicable to a location inside the corporate limits of the City of Denton, Texas where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. (**WRN)**

Applicable to a location outside the corporate limits of the City of Denton, Texas where the metered water is used for domestic purposes and is not returned to the wastewater system for collection and treatment. **(WRNO)**

Applicable within the corporate limits of the City of Denton, Texas where the metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRI)**

Applicable outside the corporate limits of the City of Denton, Texas where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WRIO)**

Not applicable to resale, temporary, standby, or supplementary service except as otherwise expressly provided for in this ordinance.

MONTHLY RATE **(WR)** – RESIDENTIAL WATER SERVICE
AND MONTHLY RATE **(WRN)** – METERED WATER NOT RETURNED TO WASTEWATER SYSTEM FOR COLLECTION AND TREATMENT

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$16.81
	1 inch Meter	$21.85
	1-1/2 inch Meter	$28.57
	2 inch Meter	$36.13

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$3.84
5,001-7,000 gals	$4.13
7,001-15,000 gals	$4.30
15,001-30,000 gals	$7.68
30,001-50,000 gals	$10.27
Over 50,000 gals	$12.77

MONTHLY RATES **(WRO) & (WRNO)** – WATER SERVICE OUTSIDE CORPORATE LIMITS

MONTHLY RATE

(1) Facility Charge

	Per Bill
3/4 inch Meter	$19.52
1 inch Meter	$25.36
1-1/2 inch Meter	$33.21
2 inch Meter	$41.96

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$4.44
5,001-7,000 gals	$4.76
7,001-15,000 gals	$4.94
15,001-30,000 gals	$8.85
30,001-50,000 gals	$11.80
Over 50,000 gals	$14.70

MONTHLY RATES **(WRI)** – METERED WATER SERVICE FOR IRRIGATION

MONTHLY RATE

(1) Facility Charge

	Per Bill
3/4 inch Meter	$16.81
1 inch Meter	$21.85
1-1/2 inch Meter	$28.57
2 inch Meter	$36.13

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$3.84
5,001-7,000 gals	$4.13
7,001-15,000 gals	$4.30
15,001-30,000 gals	$7.68
30,001-50,000 gals	$10.27

Over 50,000 gals	$12.77

MONTHLY RATES **(WRIO)** – METERED WATER SERVICE FOR IRRIGATION

MONTHLY RATE

(1) Facility Charge

	Per Bill
3/4 inch Meter	$19.52
1 inch Meter	$25.36
1-1/2 inch Meter	$33.21
2 inch Meter	$41.96

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-5,000 gals	$4.44
5,001-7,000 gals	$4.76
7,001-15,000 gals	$4.94
15,001-30,000 gals	$8.85
30,001-50,000 gals	$11.80
Over 50,000 gals	$14.70

MINIMUM BILLING

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

PAYMENT

In accordance with Section 26-9(a) of the City of Denton Code of ordinances, bills are due when rendered, and become past due if not paid within fifteen (15) calendar days from date of issuance.

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for water consumption shall be based on the gallon consumption during the billing period.

Formula:

$$\frac{\text{Gallons in rate block}}{\text{1,000 gallons}} \times \text{rate per 1,000 gal. in rate block}$$

RETAIL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN

Under Stage 2 drought conditions, residential customers shall be charged a 10% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

Under Stage 3 drought conditions, residential customers shall be charged a 20% rate increase for water usage greater than 15,000 gallons per account per thirty (30) days.

SCHEDULE WC

COMMERCIAL/INDUSTRIAL WATER SERVICE RATE
(Effective 10/01/25)

APPLICATION

Applicable for all commercial and industrial users, or other water users not otherwise classified under this ordinance, for all water provided at one point of delivery and measured through one meter. **(WC)**

Applicable for all commercial and industrial users or other users not otherwise classified under this ordinance outside of the corporate limits of the City of Denton for all water service provided at one point of delivery and measured through one meter, with or without wastewater service. **(WCO)**

Applicable where the metered water is used for commercial purposes and is not returned to the wastewater system for collection and treatment. **(WCN)**

Applicable where metered water is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCI)**

Applicable where metered water is outside the corporate limits of the City of Denton, Texas and is used for landscape irrigation purposes and is not returned to the wastewater system for collection and treatment. **(WCIO)**

Not applicable to resale service in any event, nor to temporary, standby, or supplementary service except as otherwise expressly provided for in this ordinance.

MONTHLY RATE **(WC)** and **(WCN)**

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$23.73
	1 inch Meter	$33.61
	1 - l/2 inch Meter	$40.64
	2 inch Meter	$54.10
	3 inch Meter	$115.96
	4 inch Meter	$229.91
	6 inch Meter	$314.25
	8 inch Meter	$440.28
	10 inch Meter	$630.17
(2)	Volume Charge	$4.60 per 1,000 gallons

MONTHLY RATE **(WCO)** – OUTSIDE CORPORATE LIMITS

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$27.58
	1 inch Meter	$39.04
	1-1/2 inch Meter	$47.22
	2 inch Meter	$62.86
	3 inch Meter	$134.68
	4 inch Meter	$267.08
	6 inch Meter	$365.05
	8 inch Meter	$511.46
	10 inch Meter	$732.02

(2) Volume Charge $5.41 per 1,000 gallons

MONTHLY RATE **(WCI) -** IRRIGATION

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$23.73
	1 inch Meter	$33.61
	1 -l/2 inch Meter	$40.64
	2 inch Meter	$54.10
	3 inch Meter	$115.96
	4 inch Meter	$229.91
	6 inch Meter	$314.25
	8 inch Meter	$440.28
	10 inch Meter	$630.17

(2) Volume Charge $6.10 per 1,000 gallons

MONTHLY RATE **(WCIO) -** IRRIGATION

(1)	Facility Charge	Per Bill
	3/4 inch Meter	$27.58
	1 inch Meter	$39.04
	1-1/2 inch Meter	$47.22
	2 inch Meter	$62.86
	3 inch Meter	$134.68
	4 inch Meter	$267.08
	6 inch Meter	$365.05
	8 inch Meter	$511.46
	10 inch Meter	$732.02

(2) Volume Charge

RATE BLOCK PER 30 DAYS	Rate Per 1,000 Gallons
0-7,000 gals	$7.00
7,001-20,000 gals	$7.47
20,001-40,000 gals	$8.76
Over 40,000 gals	$9.79

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for the water consumption shall be based on the consumption during the billing period.

Formula:

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

COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN.

Under Stage 2 drought conditions, Commercial/Industrial customers shall be charged a 10% surcharge penalty for water usage above 80% of prior billing volumes per account per thirty (30) days.

Under Stage 3 drought conditions, Commercial/Industrial customers shall be charged a 20% surcharge penalty for water usage above 70% of prior billing volumes per account per thirty (30) days.

SCHEDULE WFH

METERED WATER FROM FIRE HYDRANT
(Effective 10/01/25)

APPLICATION

Applicable for all water taken through a fire hydrant or other direct distribution line source at one location for private or commercial use not associated with firefighting. Customers must complete, sign, and agree to all terms and conditions stated in the "Fire Hydrant Meter Use Agreement."

DEPOSIT $3,000 per meter

User shall place a deposit each time a City's hydrant meter(s) is requested. The deposit will be returned when meter is returned and final bill is paid.

NET RATE

Volume Charge $5.38per 1,000 gallons

Monthly volume shall be computed by subtracting the beginning meter reading from the ending meter reading divided by 1,000, and multiplied times the volume charge, upon the monthly return of the meter to the Water Department for reading. Per the "Fire Hydrant Meter Use Agreement", failure by the Customer to return the meter to water utilities by the 3rd day of each month for reading, results in acceptance by the Customer to pay a monthly billing equal to 100,000 gallons of water usage for the month.

Facility Charge $117.37 per bill

PAYMENT

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

COMMERCIAL/INDUSTRIAL WATER RATES UNDER DROUGHT CONTINGENCY PLAN CONDITIONS - PURSUANT TO THE CURRENT CITY OF DENTON DROUGHT CONTINGENCY PLAN.

Under Stage 2 and Stage 3 drought conditions, use of water from fire hydrants limited to fire fighting, essential distribution system maintenance, and related activities. All other water use from fire hydrants will be by special permit only.

SCHEDULE WW

WHOLESALE TREATED WATER SERVICE
TO UPPER TRINITY REGIONAL WATER DISTRICT
(Effective 10/01/25)

APPLICATION

Applicable to all wholesale treated water sales from the City of Denton, Texas to the Upper Trinity Regional Water District (UTRWD)

Not applicable for temporary, standby, or supplementary service.

MONTHLY CHARGES

The monthly charge for service shall be expressed as a facility charge, a volume price per 1,000 gallons and a demand price per million gallons per day (MGD) of demand.

(WW2/WW3)	(1) Facility Charge	$288.72 per bill
	(2) Water Volume Rate	$4.96per 1,000 gallons
(WD2/WD3)	(3) Subscribed Demand Rate	$667,879 per MGD (Annual) 12 (Paid Monthly)

*Full Payment of Annual Water Demand Adjustments:

As determined in the last month of each fiscal year (September), if any outstanding or unpaid annual water demand adjustment charges exist, they shall be included in their entirety on the monthly billing for the following month of October. Water demand adjustment charges shall be billed and payable in full, in accordance with the bill payment delinquency provisions provided for below.

MINIMUM BILLING

The minimum monthly billing amount shall be the sum of the monthly facility charge plus the monthly subscribed demand rate charge.

WATER DEMAND

The demand will be billed on a monthly basis at the Water Demand Rate for the subscribed MGD water demand level. If at any time during the fiscal year the actual peak demand required, as established by the highest rate of flow controller setting for any one day during the fiscal year, is greater than the peak demand subscribed during the fiscal year, annual water demand charges will be retroactively adjusted up beginning in June for each water year.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

SCHEDULE WRW

WHOLESALE RAW WATER SERVICE TO
UPPER TRINITY REGIONAL WATER DISTRICT
(Effective 10/01/25)

APPLICATION

Applicable to all short-term raw water sales for periods of one year or less from the City of Denton, Texas to the Upper Trinity Regional Water District (UTRWD), per the Interim Sale of Wholesale Raw Water Contract

MONTHLY CHARGES

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge: 1.1364 per 1,000 gallons

PAYMENT

Bills shall be due and payable within twenty (20) calendar days of the date a bill is rendered.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

SCHEDULE WCL

WHOLESALE RAW WATER PASS-THROUGH TO
UPPER TRINITY REGIONAL WATER DISTRICT
FROM LAKE CHAPMAN INTO LAKE LEWISVILLE
(Effective 10/01/25)

APPLICATION

Applicable to all pass-through raw water sent from Lake Chapman into Lake Lewisville by the Upper Trinity Regional Water District (UTRWD) per the Cooper Reservoir Project Contract, as well as, all Lake Chapman water reclaimed for reuse if discharged into and subsequently withdrawn from Lewisville Lake by UTRWD or Lewisville pursuant to a reuse permit or other appropriate regulatory authorization.

MONTHLY CHARGES

The monthly charge for service shall be expressed as a volume price per 1,000 gallons.

Volume Charge:	$0.0395 per 1,000 gallons

PAYMENT

Denton shall render bills monthly. Bills shall be due and payable within twenty (20) calendar days of the date a bill for service is rendered.

BILL PAYMENT DELINQUENCY

Bills shall be due and payable when rendered. Bills are considered delinquent if not paid within twenty (20) calendar days of the date a bill for service is rendered. There shall be a ten (10%) percent per annum interest charge on the amount due, from the date when due until paid, if not paid within twenty (20) calendar days of the date a bill for service is rendered.

WATER TAP AND METER FEES

(Effective 10/01/25)

APPLICATION

This schedule applies to the installation, removal, or relocation of water taps and meters by the City of Denton Utility Department at the request of a person, firm, association or corporation.

TAP AND METER FEES

Any person, association of persons, or corporation that requests that a water main tap, water meter or water meter loop, be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:

WATER TAPS WITH METER

All taps and meters listed in this section include the installation of a water main tap, a service line from the main to the water meter, the meter box, and water meter. Water impact fees are not included. For situations where portions of this installation requires a pavement cut and repair or the water service line must be bored under the street, the Paved Street fee shall apply. For installations that require a full concrete panel section of pavement to be removed and replaced, or that require a meter larger than 2 inches, the Water Utility Department will provide a special price quotation (see "fees for installations not listed" section).

Tap	Meter	Paved Street	Unpaved Street
1 inch	5/8 inch x 3/4 inch	$4,617.00	$2,203.00
1 inch	3/4 inch x 3/4 inch	$4,471.00	$2,086.00
1 inch	1 inch	$4,886.00	$2,277.00
2 inch	1-1/2 inch	$4,500.00	$2,800.00
2 inch	2 inch	$4,685.00	$2,800.00

WATER METER FEES

This section applies where there is an existing water tap and service line of sufficient size to install a water meter. Situations include water meter installations for new developments and existing properties requesting a larger water meter with an existing adequately sized water tap and service line. Fees include installation and setup of a new water meter and a new water meter box (if required). Water impact fees are not included. For a meter larger than 2 inches, the Water Utility Department will provide a special price quotation (see "fees for installations not listed" section).

Size of Meter	
5/8 inch x 3/4 inch	$323.57
3/4 inch x 3/4 inch	$366.01

1 inch	$397.84
1-1/2 inch	$710.80
2 inch	$721.41

WATER METER RELOCATIONS

This section applies for relocations for existing water meters to remove them from conflicts with driveways, sidewalks and other surface obstructions. This standard fee covers relocation of the meter box and water meter and water service line up to 10 feet and does not include pavement removal or replacement. For distances longer than 10 feet, the Water Utility Department will provide a special price quotation in increments of 10 feet (see "fees for installations not listed" section).

Size of Meter	Relocation of 10 Feet or Less
3/4 inch	$302.36
1 inch	$302.36
1-1/2 inch	360.71
2 inch	$413.75

WATER LINE TAPS

This section applies to the installation of all water main taps for extension of water mains, larger than 2 inch diameter service lines, and fire lines, including, but not limited to, fire sprinkler lines. The fees include the tapping sleeve and isolation gate valve, the installation of the tap, and the removal and restoration of the pavement for the water tap installation only. The contractor is responsible for installing the mainline extensions, service lines, and fire lines from the tapping sleeve isolation valve.

For tap installations impacting concrete pavement that require a full concrete panel section to be removed and replaced, the Water Utility Department will provide a special price quotation. If requested, the Water Utility Department can offer to make a short extension of the main or service line to the back side of the adjacent street curb line or street right of way line based upon a special price quotation (see "fees for installations not listed" section).

Size of Tap	Paved or Unpaved Street
4 inch	Actual cost per tap
6 inch	Actual cost per tap
8 inch	Actual cost per tap
12 inch	Actual cost per tap

FEES FOR INSTALLATIONS NOT LISTED

For the installation of a tap, loop or meter for which a fee is not specified, the requestor shall pay in advance based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%.

FIRE HYDRANT INSTALLATION

(Effective 10/01/25)

APPLICATION

This schedule applies to the installation, removal, or relocation of fire hydrants by the City of Denton Utility Department at the request of a person, firm, association or corporation.

FIRE HYDRANT INSTALLATION FEES

Any person, association of persons, or corporation that requests that a fire hydrant be removed, installed, or relocated by the Utility Department shall pay in advance to the Utility Department the following applicable fees:

Fire Hydrant Installation	Paved Street	Unpaved Street
Installation Fee	$6,578	$4,562

FEES FOR INSTALLATIONS NOT LISTED

For the installation of a fire hydrant for which a fee is not specified, the requestor shall pay in advance a 50% deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation, the applicant shall be billed at actual cost, as determined by the Utility Department, plus a 20% administrative fee.

WATER LABORATORY TESTING FEES

(Effective 10/01/25)

APPLICATION

Applicable to all customers and entities requesting testing and analysis services from the City of Denton Water/Wastewater Laboratory

RATE

Fee Description	Fee Per Test
Colilert (P/A), (Total Coliform, E. coli)	$22.00
Colilert Quantitray (MPN), (Total Coliform, E. coli)	$25.00
Colilert Quantitray (MPN), (Fecal Coliform)	$25.00
Heterotrophic Plate Counts (HPC)	$33.00
Records Search – per hour	$25.00/hour

The testing and analysis fees are established to recover the cost of testing water and wastewater samples.

MINIMUM BILLING

The minimum amount that may be billed shall be as follows:

$20.00 - Testing

$25.00 - Records Search

PAYMENT

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

SPECIAL FACILITIES RIDER

(Effective 10/01/25)

(1) All service shall be offered from available facilities. If a Customer service request for a special or unusual service not otherwise provided for by the water rate ordinance, and/or requires facilities or devices which are not normally and readily available at the location at which the Customer requests the service, then the City shall provide the service subject to the requirements of paragraphs 2 and 3 of this Rider.

(2) The total cost of all facilities required to meet the Customer's special or unusual requirements, which are incurred by the City in connection with rendering the service shall be subject to a contract entered into between the City and the Customer. This contract shall be signed by both parties prior to the City providing the requested service to the Customer.

(3) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SECTION 2. Ordinance 24-235 is hereby repealed as of the effective date of the Rate Schedules herein adopted.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent or in conflict with the terms of provisions contained in the amended schedule of rates hereby enacted by this ordinance, are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all water consumption occurring on and after October 1, 2025; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

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

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

Susan Keller
Digitally signed by Susan Keller
Date: 2025.09.08 21:52:36 -05'00'

By: _____

File #: ID 24-2630, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

The proposed FY 2025-2026 Wastewater Operating Budget and CIP was presented to the Public Utilities Board (PUB) on July 14, July 28. The PUB also reviewed the proposed rates on July 14 and September 28, 2024. The PUB recommended the proposed budget and rates 6-0.

The following summarizes the proposed changes to existing Wastewater rates:

- Residential & Commercial Rates
  - 11% increase in rates for commercial and residential customers (facility & volume)
- Sale of Treated Effluent
  - 11% increase in rates for treated effluent (facility & volume)
- Wholesale Treatment for Governmental Agencies
  - Increase facility charge from $284.30 to $305.97
  - Decrease volume charge from $3.21 to $3.11 per 1,000 gallons
- Dyno Dirt
  - 11% increase in rates for dyno dirt compost and mulch

RECOMMENDATION

Staff recommends adoption of the Fiscal Year 2025-26 Wastewater Rates.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

City Council reviewed the Fiscal Year 2025-26 operating budget during the July 15, 2025 meeting, the capital improvement program (CIP) on July 22, 2025, and the operating budget, CIP, and proposed rates on August 19, 2025 and September 9, 2025.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Wastewater Redline Rate Ordinance
Exhibit 3 - Wastewater Rate Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
940-349-8127

ORDINANCE NO. 254-_____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE SCHEDULE OF RATES AND FEES FOR WASTEWATER SERVICE; REPEALING ORDINANCE NO. 23-17424-236; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

WASTEWATER RATE SCHEDULES

SR	Residential Wastewater Service	3
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OTHER TERMS AND ACRONYMS USED IN RATE SCHEDULES:

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

SCHEDULE SR

RESIDENTIAL WASTEWATER SERVICE
(Effective 10/01/2~~4~~5)

APPLICATION

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

Not applicable for sub-billing or other similar user.

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

(1) Facility Charge ~~$13.55~~$15.04/bill
(2) Volume Charge ~~$4.68~~$5.19/1,000 gallons effluent

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

(1) Facility Charge ~~$15.71~~$17.44/bill
(2) Volume Charge ~~$5.42~~$6.02/1,000 gallons effluent

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

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

MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

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

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

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

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

PAYMENT

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

SPECIAL FACILITIES

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

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

		SRNI Inside Corporate Limits	**SRNO** Outside Corporate Limits
(1)	Facility Charge	~~$13.55~~$15.04/bill	~~$15.71~~$17.44/bill
(2)	Volume Charge	~~$4.68~~$5.19/1,000 gals	~~$5.42~~$6.02/1,000 gals

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

MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

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

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

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

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SMH

MOBILE HOME PARK WASTEWATER SERVICE
(Effective 10/01/2~~4~~5)

APPLICATION

Applicable for mobile home parks that are master water metered to provide residential wastewater service. Wastewater service is billed based on the customer's winter average water usage.

Also applicable for wastewater service without City of Denton water service, in the event the mobile home park does not have a master meter for wastewater. Wastewater service is billed on the average residential wastewater volume per customer.

Not applicable for sub-billing or other similar utility billing by service user .

MONTHLY RATE **(SMH)** - WITH CITY OF DENTON WATER SERVICE

(1) Facility Charge ~~$32.66~~$36.25/bill

(2) Volume Charge ~~$4.68~~$5.19/1,000 gallons effluent

MONTHLY RATE **(SMHO)** – OUTSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE

(1) Facility Charge ~~$37.58~~$41.71/bill

(2) Volume Charge ~~$5.42~~$6.02/1,000 gallons effluent

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

For customers without an established winter Average Daily Usage water consumption billing history derived from the preceding billing months of December through February, wastewater volume for each billing month through the following February shall be calculated at the established billable volume (5,000 gallons per month per mobile home) for mobile home park customers not receiving water service.

MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

With a current Average Daily Usage, billings through the following February shall be based on the average daily usage calculated using the following formula.

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

For customers without an established winter Average Daily Usage, billings shall be based on the established billable volume of 5,000 gallons per mobile home per month.

$$\frac{\text{Established Billable Volume}}{1{,}000} \times \text{Rate per 1,000 gallons} \times \text{Number of Mobile Homes}$$

PAYMENT

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

SPECIAL FACILITIES

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

MONTHLY RATE **(SMNI/SMNO)** - WITHOUT CITY OF DENTON WATER SERVICE

		SMNI Inside Corporate Limits	**SMNO** Outside Corporate Limits
(1)	Facility Charge	~~$32.66~~$36.25/bill	~~$37.58~~$41.71/bill
(2)	Volume Charge	~~$4.68~~$5.19/1,000 gals	~~$5.42~~$6.02/1,000 gals

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

MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

The billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period in a manner determined by the City where .

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

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SC

COMMERCIAL AND INDUSTRIAL WASTEWATER SERVICE
(Effective 10/01/25~~4~~)

REGULAR COMMERCIAL

APPLICATION

Applicable to all general commercial and industrial wastewater service users and to all wastewater service users not otherwise specifically classified under a specialized class wastewater rate.

Also applicable to all commercial facilities not receiving metered water service from the City of Denton, including subdivisions and apartment buildings or complexes (that are not individually metered), or other commercial and industrial users, including other users that are a source of non-domestic discharge.

MONTHLY RATE **(SC)** - WITH CITY OF DENTON WATER SERVICE

(1) Facility Charge ~~$32.66~~$36.25/bill

(2) Volume Charge ~~$5.97~~$6.63/1,000 gallons effluent

Billing based on ninety-five (95%) percent of monthly water consumption.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

PRETREATMENT/PROGRAM CHARGES

(SCA) (1) Categorical Customer $444.00/bill

(SCB) (2) Non-categorical Customer $ 55.50/bill

SAMPLING AND ANALYSIS CHARGES

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $177.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

MONTHLY RATE (**SCO**) – OUTSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE

(1) Facility Charge ~~$37.58~~$41.71/bill

(2) Volume Charge ~~$6.78~~$7.53/1,000 gallons effluent

Billing based on ninety-five (95%) percent of monthly water consumption.

MINIMUM BILLING

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

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the current billing period.

Formula:

$$\frac{\text{Water volume} \times .95}{1{,}000} \times \text{Rate per 1,000 gallons}$$

COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for commercial and industrial services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

$$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S])$$

Where:
- Cu is the surcharge for user X.
- Vu is the billing volume per 1000 gallons for user X.
- .00834 is the conversion factor
- Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
- B is the unit cost factor for treating one pound of BOD
- Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S is the unit cost factor for treating one pound of TSS

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MONTHLY RATE **(SCNI/SCNO)** - WITHOUT CITY OF DENTON WATER SERVICE

		SCNI Inside Corporate Limits	**SCNO** Outside Corporate Limits
(1)	Facility Charge	~~$32.66~~$36.25/bill	~~$37.58~~$41.71/bill
(2)	Volume Charge	~~$5.97~~$6.63/1,000 gals	~~$6.78~~$7.53/1,000 gals

The minimum apartment Volume Charge will be for five-thousand (5,000) gallons per unit receiving wastewater service per month. Other commercial users will be billed on their estimated monthly wastewater volume.

MINIMUM BILLING

The minimum amount that may be billed shall be in the following amounts:

(1) Facility Charge plus the cost of 5,000 gallons wastewater per unit receiving wastewater service.

or

(2) Facility Charge plus other commercial or industrial user estimated monthly wastewater volume if greater than 5,000 gallons.

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the current billing period.

Formula:

$$\frac{\text{Minimum wastewater volume}}{1{,}000} \times \text{Rate per 1,000 gallons}$$

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

PRETREATMENT/PROGRAM CHARGES (As applicable)

(SCOA) (1) Categorical Customer $444.00/bill

(SCOB) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for commercial and industrial services, there will be added to the net monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)
$0.42 per pound of Total Suspended Solids (TSS)

Cu = Vu x .00834 ([Bu-250] B + [Su-250] S])

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Where:
Cu is the surcharge for user X.
Vu is the billing volume per 1000 gallons for user X.
.00834 is the conversion factor
Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
B is the unit cost factor for treating one pound BOD.
Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
S is the unit cost factor for treating one pound of TSS.

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SCD

COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE
WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS),
WATER FOR WASTEWATER BILLING
(Effective 10/01/25~~4~~)

APPLICATION

Applicable to all commercial and industrial wastewater service users and to all wastewater service users not otherwise classified under this ordinance whose wastewater volume is measured by a water meter which measures the water which is returned into the wastewater collection and treatment system. The SCD sub-metered wastewater volumes are billed to the customer.

Not applicable for sub-billing or other similar utility billing by service user.

MONTHLY RATE

(1) Facility Charge	Billing Per Bill
3/4" Meter	~~$28.86~~$32.03
1" Meter	~~$40.85~~$45.34
1-1/2" Meter	~~$49.40~~$54.83
2" Meter	~~$65.77~~$73.00
3" Meter	~~$140.91~~$156.41
4" Meter	~~$279.44~~$310.18
6" Meter	~~$381.95~~$423.96
8" Meter	~~$535.13~~$593.99
10" Meter	~~$765.90~~$850.15

(2) Volume Charge ~~$5.97~~$6.63/1,000 gallons effluent

The wastewater billing is based on one-hundred (100%) percent of the actual water volume submetered.

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

Cu = Vu x .00834([Bu-250] B + [Su-250] S])

Where:
- Cu is the surcharge for user X.
- Vu is the billing volume per 1000 gallons for user X.
- .00834 is the conversion factor
- Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
- B is the unit cost factor for treating one pound of BOD.
- Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S is the unit cost factor for treating one pound of TSS.

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Actual Water volume}}{1{,}000} \times \text{Rate per 1,000 gallons}$$

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

PRETREATMENT/PROGRAM CHARGES (As applicable)

(**SCDA**) (1) Categorical Customer $444.00/bill

(**SCDB**) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

(1) Sampling charge per sample site (each) $60.00

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(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

SCHEDULE SCS

COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE
WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS),
WATER EXCLUDED FROM WASTEWATER BILLING
(Effective 10/01/2~~54~~5)

APPLICATION

Applicable to all commercial and industrial wastewater service users and to all wastewater service users not otherwise classified under this ordinance whose wastewater volume is calculated by a water meter which measures the water which is not returned into the wastewater collection and treatment system. The SCS sub-metered wastewater volumes are consumed in the customer's processes, not returned to the wastewater system, and are therefore excluded from the customer's wastewater billing volumes.

Not applicable for sub-billing or other similar utility billing by service user.

MONTHLY RATE

(1) Facility Charge	Billing Per Bill
3/4" Meter	~~$28.86~~$32.03
1" Meter	~~$40.85~~$45.34
1-1/2" Meter	~~$49.40~~$54.83
2" Meter	~~$65.77~~$73.00
3" Meter	~~$140.91~~$156.41
4" Meter	~~$279.44~~$310.18
6" Meter	~~$381.95~~$423.96
8" Meter	~~$535.13~~$593.99
10" Meter	~~$765.90~~$850.15

(2) Volume Charge – None

The wastewater billing exclusion is based on one-hundred (100%) percent of the actual water volume sub metered.

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

WASTEWATER SURCHARGE

In addition to the above charges for services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

Cu = Vu x .00834 ([Bu-250] B + [Su-250] S])

Where:
- Cu is the surcharge for user X.
- Vu is the billing volume per 1000 gallons for user X.
- .00834 is the conversion factor
- Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
- B is the unit cost factor for treating one pound of BOD.
- Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S is the unit cost factor for treating one pound of TSS.

VOLUME CHARGE EXCLUSION

The wastewater volume exclusion shall be based on the water volume calculated during the billing period. This sub-metered volume of water that is not returned into the wastewater collection and treatment system shall be subtracted from the master meter water volume prior to the wastewater billing volume calculation.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

PRETREATMENT/PROGRAM CHARGES (As applicable)

(**SCSA**) (1) Categorical Customer $444.00/bill

(**SCSB**) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

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(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

SCHEDULE SCH

SEPTAGE & CHEMICAL TOILET DISPOSAL
AT THE PECAN CREEK WATER RECLAMATION PLANT
SEPTAGE TRANSFER STATION
(Effective 10/01/2~~4~~5)

PERMIT REQUIRED

All persons owning or operating a vacuum truck, cesspool pump truck, liquid waste transport truck or other vehicle shall not service any septic tank, seepage pit, grease interceptor, grit trap/oil separator, or cesspool within City of Denton without first having received a valid transport truck discharge (TTD) permit.

APPLICATION

Applicable to all users of the Pecan Creek Water Reclamation Plant Septage Transfer Station. The user must sign the "Agreement for Disposal of Liquid Waste" and comply with the following requirements:

1. Division 3 of Article XII of Chapter 26 of the City of Denton Code of Ordinances, as may be amended from time to time.
2. Provide to the City: signed "Application for Permit" (City of Denton's form), "Agreement for Disposal of Liquid Waste" documents(City of Denton's forms), and provide a copy of the user's current TCEQ Registration Certificate, current Insurance Certificate for each vehicle, and current Manager of Operations Driver's License.
3. Comply with the City of Denton "Liquid Waste Hauler – Vehicle Inspection Audit" requirements.

City staff, after reviewing the permit application and agreement, and after conducting any necessary research, may issue the permit, issue the permit with conditions, or deny the issuance of the permit. The City will establish the number of permits to be issued. The City maintains the right to deny the disposal of wastes at the Septage Transfer Station when necessary to prevent adverse effects to the operations of the treatment facilities.

RATE

(1) Facility Charge	~~$7.15~~$7.94/bill
(2) Volume Charge	~~$45.83~~$50.87/1,000 gallons
(3) Application Fee	$300.00/per calendar year
(4) Vehicle Permit Fee	$300.00/per vehicle per calendar year
(5) Waste Manifests	$165.00/per book of 100

MINIMUM BILLING

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

PAYMENT

Application and Vehicle Permit fee is due in full before first disposal at Pecan Creek Water Reclamation Plant Septage Transfer Station. Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

VOLUME CHARGE

Billing for the septage volume contained in the septage hauling tank, shall be based on the full tank volume only. For clarity, volumes discharged that are less than a tank will be billed as a whole tank.

TERMS AND RENEWAL

Permits are issued annually, beginning Dec. 1, and are effective from Jan. 1 or the date of issuance, whichever is later, through Dec.31 of the same calendar year. The permit application process should be initiated, and fees should be paid as early as possible during the last quarter of each calendar year for the upcoming calendar year so that adequate time is available for review and processing of the application. Submittal of applications by Dec.1 will eliminate the possibility of permits being issued after Jan. 1. All permits issued under this schedule shall be valid for up to one calendar year from the date of issuance. All permits issued during each calendar year will expire on the last day of that calendar year.

SCHEDULE SEE

EQUIPMENT SERVICES FACILITIES AND
RESTAURANTS & FOOD SERVICE ESTABLISHMENTS
WASTEWATER SERVICE
(Effective 10/01/254)

APPLICATION

Applicable to facilities which perform washing, cleaning or servicing of automobiles, trucks, buses or similar equipment and are categorized by North American Industry Classification System (NAICS) numbers: 11111 (General Automotive Repair), 811114 (Specialized Automotive Repair), 811121 (Automotive Body, Paint, and Interior Repair and Maintenance),, 811122(Automotive Glass Replacement Shops),, 811191 (Automotive Oil Change and Lubrication Shops,811192 (Car Washes), 811198 (All Other Auto Repair and Maintenance) and other similar code classifications.

Applicable to all restaurants and food service establishments that prepare and serve food directly to customers and are categorized by NAICS numbers: 721110 (Hotels (except Casino Hotels) and Motels), 721191 (Bed-and-Breakfast Inns), 722310 (Food Service Contractors), 722320 (Caterers), , 722330 (Mobile Food Services), 722410 (Drinking Places), 722511 (Full-Service Restaurants), 722513 (Limited-Service Restaurants), 722514 (Cafeterias, Grill Buffets, and Buffets), 722515 (Snack and Nonalcoholic Beverage Bars) other similar code classifications.

MONTHLY RATE **(SEE)**

(1)	Facility Charge	~~$32.66~~$36.25/bill
(2)	Volume Charge	~~$8.31~~$9.22/1,000 gallons effluent

Billing based on ninety-five (95%) percent of monthly water consumption.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

PRETREATMENT / PROGRAM CHARGES (As Applicable)

(SEA)	(1)	Categorical	$444.00/bill
(SEB)	(2)	Non-categorical	$55.50/bill

The appropriate Pretreatment/Program charge will be applied if the customer is identified as either categorical or non-categorical. These charges are not to be applied if the customer is not designated as either a categorical or non-categorical customer.

SAMPLING/ANALYSIS CHARGES (As Applicable)

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

"SEE" RATE EXEMPTIONS

(1) Customers under the SEE rate shall be charged the SC rate if only pre-wrapped and preprocessed foods are served from their premises and no food processing is performed on the premises so that only minimal organic material is discharged to the sanitary sewer. The exemption for the SEE class shall be determined by the City of Denton Environmental Health Services Food Inspection Division.

(2) Customers under the SEE rates shall be charged the SC rate plus the applicable industrial surcharge if the customer:

(a) Installs a wastewater sampling manhole on the sanitary sewer discharge line;

(b) Agrees to pay for the City to sample and analyze, quarterly, or at the request of the user; more frequently for the purposes of averaging quarterly samples, the wastewater discharge for the following: Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), and Fats, Oils and Grease (FOG), based on the actual costs; and

(c) Agrees to pay, based on the industrial surcharge formula, a surcharge on all wastewater discharged that is in excess of 500 mg/l of BOD and 600 TSS as determined by the monitoring performed in Section 2(b).

MINIMUM BILLING

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

WASTEWATER SURCHARGE

The wastewater surcharge calculation that applies to equipment services facilities and restaurant and food service establishments claiming the SEE exemption shall be based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

Cu = Vu x .00834 ([Bu-500] B + [Su-600] S])

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Where: Cu is the surcharge for user X.
Vu is the billing volume per 1000 gallons for user X.
.00834 is the conversion factor
Bu is the tested BOD level for user X or 500 mg/l, whichever is greater.
B is the unit cost factor for treating one pound of BOD.
Su is the tested TSS level for user X or 600 mg/l, whichever is greater.
S is the unit cost factor for treating one pound of TSS.

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Water volume} \times .95}{1{,}000} \times \text{Rate per 1,000 gallons}$$

SCHEDULE SM

METERED WASTEWATER INSIDE AND OUTSIDE
CORPORATE LIMITS
(Effective 10/01/2~~4~~5)

APPLICATION

Applicable to any wastewater service customer whose wastewater discharge is metered from a single customer location and not otherwise classified under this ordinance.

MONTHLY RATE		**SMI** Inside Corporate Limits	**SMO** Outside Corporate Limits
(1)	Facility Charge	~~$399.08~~$442.98/bill	~~$445.41~~$494.41/bill
(2)	Volume Charge	~~$5.97~~$6.63~~39~~/1,000 gals	~~$6.78~~$7.53/1,000 gals

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

(3) Pretreatment/Program Charge (As Applicable)

(SMA) (1) Categorical $444.00/bill

(SMB) (2) Non-categorical $55.50/bill

The appropriate Pretreatment/Program charge will be applied if the customer is identified as either categorical or non-categorical. The categorical and non-categorical classifications apply both inside and outside the corporate limits of the City of Denton. These charges are not to be applied if the customer is not designated as either a categorical or non-categorical customer by the wastewater utility staff.

SAMPLING/ANALYSIS CHARGE (As Applicable)

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

WASTEWATER SURCHARGE

In addition to the above charges, there will be added to the monthly rate for metered wastewater, a surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

Cu = Vu x .00834 ([Bu-250] B + [Su-250] S])

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Where:
- Cu is the surcharge for user X.
- Vu is the billing volume per 1000 gallons for user X.
- Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
- .00834 is the conversion
- B is the unit cost factor for treating one pound of BOD.
- Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S is the unit cost factor for treating one pound of TSS.

MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge, plus the appropriate Pretreatment/Program Charge, if applicable

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

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

SCHEDULE SGE

SALE OF TREATED WASTEWATER EFFLUENT
(Effective 10/01/2~~54~~)

APPLICATION

Applicable for sales of treated wastewater effluent to any municipal utility or approved private business. Useable for non-potable purposes only. Not intended for human consumption.

The resale of treated wastewater effluent is prohibited. Any use of treated wastewater effluent for non-potable purposes is prohibited.

PRODUCT AVAILABILITY

Wastewater effluent is available for resale only if volumes are available. Supplies may be limited or unavailable.

MONTHLY RATES

(1) Facility Charge	Per Bill
3/4" Meter	~~$24.83~~$27.56
1" Meter	~~$35.16~~$39.03
1-1/2" Meter	~~$42.52~~$47.20
2" Meter	~~$56.60~~$62.83
3" Meter	~~$121.32~~$134.67
4" Meter	~~$240.55~~$267.01
6" Meter	~~$328.79~~$364.96
8" Meter	~~$460.66~~$511.33
10" Meter	~~$659.34~~$731.87

(2) Volume Charge ~~$2.50~~$2.78/1,000 gallons

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall

be provided subject to the Special Facilities Rider.

VOLUME CHARGE

Billing for the wastewater volume shall be based on the effluent volume calculated during the billing period.

Formula:

$$\frac{\text{Effluent volume}}{1{,}000} \times \text{Rate per 1,000 gallons}$$

SCHEDULE SSC

WHOLESALE WASTEWATER TREATMENT SERVICE FOR A GOVERNMENTAL AGENCY, DIVISION, OR SUBDIVISION
(Effective 10/01/2~~4~~5)

APPLICATION

Applicable to any municipal corporation, or other governmental agency or subdivision which operates a wastewater collection system and contracts with the City of Denton for wastewater treatment service.

MONTHLY RATES

(1) Facility Charge ~~$284.30~~$305.97/bill

(2) Pretreatment/Program Charge (As Applicable)

(A) Categorical $444.00/bill

(B) Non-categorical $55.50/bill

(3) Volume Charge ~~$3.21~~$3.11/1,000 gallons

Billing shall be based on one-hundred (100%) percent of actual gallons measured.

SAMPLING/ANALYSIS CHARGE (As Applicable)

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

MINIMUM BILLING

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

WHOLESALE SURCHARGE

In addition to the above charges for wholesale wastewater services, there will be added to the monthly rate an industrial surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

Cu = Vu x .00834 ([Bu-250] B + [Su-250] S])

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Where:
- Cu is the surcharge for user X.
- Vu is the billing volume per 1000 gallons for user X.
- .00834 is the conversion factor
- Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
- B is the unit cost factor for treating one pound of BOD.
- Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S is the unit cost factor for treating one pound of TSS.

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

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

SCHEDULE CWM

DYNO DIRT PRODUCTS
(Effective 10/01/254)

APPLICATION

Applicable to all customers, whether residential, commercial, or wholesale, which elect to acquire the City of Denton's Dyno Dirt products for their use. The City of Denton reserves the right to restrict or limit the sale of all Dyno Dirt products to any customer at any time.

RATES

Dyno Dirt products will be sold by volume on a cubic yardage basis, or in one cubic foot bags. Each bag of Dyno Dirt contains 1 cubic foot. Bulk quantities will not be sold in volumes less than one-half cubic yard.

(A)	Compost		
	(1)	Dyno Soil (Top Soil Blend)	~~$38.85~~ $42.20/Cubic Yard
	(2)	Dyno Dirt	~~$33.30~~ $36.65/Cubic Yard
	(3)	Dyno Dirt (Bagged)	~~$5.55~~$6.10/Per Bag
	(4)	Dyno Lite	~~$33.30~~$36.65/Cubic Yard
(B)	Wood Mulch		
	(1)	Dyno Double Grind	~~$19.43~~$21.40/Cubic Yard
(C)	Dyno Mulch		
	(1)	Dyno Dirt	$36.65/Cubic Yard

Purchases for (A) and (B) above, will receive a twenty percent (20%) discount for quantities of 10 to 99 cubic yards, purchases greater than one hundred (100) cubic yards will receive a thirty percent (30%) discount. A contractor's rate will be given to customer's who provide a current and valid resale certificate for inspection. The contractor's rate includes a 30% discount on any purchase at any one time of any Dyno Product of the City of Denton.

(C) City of Denton departments will receive a forty percent 40 % discount on all purchases of Dyno Dirt products.

(D) City of Denton employees will receive a twenty percent (20%) discount on all Dyno Dirt products.

PRODUCT AVAILABILITY

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The City of Denton produces Dyno Dirt products throughout the year in varying limited quantities. The City of Denton does not guarantee the availability of any product, and expressly reserves the right to restrict the sale of any product based upon available volumes.

LOCATION

All Dyno Dirt products may be purchased from the City of Denton at the following location:

Location	Address
Compost Sales Bldg Water Reclamation Plant	1100 S. Mayhill Road, Denton, Texas

WHOLESALE PURCHASES

All Dyno Dirt products purchased wholesale, for resale to the public, are to be identified as a City of Denton manufactured product. The wholesale purchaser must provide the City of Denton selling price information to the retail customer if it is requested.

SCHEDULE ST

WASTEWATER TAP AND MANHOLE FEES
(Effective 10/01/254)

APPLICATION

This schedule applies to the installation, removal, or relocation of wastewater taps by the City of Denton Utility Department at the request of any person, firm, association, corporation, or other legal entity.

TAP FEES

Any person, firm, association, corporation, or other legal entity that requests that a wastewater main tap be removed, installed, or relocated by the Wastewater Utility Department shall pay in advance to the Wastewater Utility Department the following applicable fees:

WASTEWATER TAPS WITH CLEANOUT

Size of Tap	Paved or Unpaved Street
4 inch	Actual cost per tap
6 inch	Actual cost per tap
8 inch	Actual cost per tap

MANHOLE BREAKOUT FEE

6" – 12" Line	$165.00

FEES FOR INSTALLATIONS NOT LISTED

For installation of a tap or manhole for which a fee is not specified, the requestor shall pay in advance a deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation or similar work requested, the customer shall be billed at actual cost, as determined by the Wastewater Utility Department, plus a 20% administrative charge. Any excess deposit shall be refunded to the customer.

SCHEDULE STE

TREATED EFFLUENT WASTEWATER TAP FEES
(Effective 10/01/25~~4~~)

APPLICATION

This schedule applies to the installation, removal, or relocation of treated effluent wastewater taps by the City of Denton Utility Department at the request of any person, firm, association, corporation, or other legal entity.

TAP FEES

Any person, firm, association, corporation, or other legal entity that requests that a wastewater main tap be removed, installed, or relocated by the Wastewater Utility Department shall pay in advance to the Wastewater Utility Department the following applicable fees:

REUSE WASTEWATER LINE TAPS

Size of Tap	Paved or Unpaved Street
4-inch	Actual cost per tap
6-inch	Actual cost per tap
8-inch	Actual cost per tap
12-inch	Actual cost per tap

FEES FOR INSTALLATIONS NOT LISTED

For installation of a tap for which a fee is not specified, the requestor shall pay in advance a deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation or similar work requested, the customer shall be billed at actual cost, as determined by the Wastewater Utility Department, plus a 20% administrative charge. Any excess deposit shall be refunded to the customer.

SCHEDULE OSSF

ON-SITE SEWAGE FACILTY PERMIT FEES
(Effective 10/01/25~~4~~)

APPLICATION

This schedule applies to the new construction of on-site aerobic treatment systems, new construction of on-site non-aerobic treatment systems, and repair and alteration of both types of systems.

OSSF PERMIT FEES

Any person, firm, association, corporation, or other legal entity that requests a wastewater system work permit shall pay in advance to the Wastewater Utility Department the following applicable fees:

New Construction of aerobic treatment systems	$500.00
Reinspection Fee of aerobic treatment systems	$250.00
New Construction of non-aerobic treatment systems	$300.00
Reinspection Fee of non-aerobic treatment systems	$150.00
Repair or Alteration fees (All types of OSSF's)	$200.00

SCHEDULE SWP

COLLECTION AND TRANSPORTATION SERVICES PERMIT
(Effective 10/01/254)

Any person, entity, or business engaged in the collection and transport of waste, recyclables, or other materials as classified within this rate schedule (Operator), and operating within the City of Denton must possess a current permit issued from the City prior to providing collection and transportation services. Any private container located within the City of Denton for use in waste and recyclables collection services is required to be permitted.

Permits for collection and transportation services are required for, but are not limited to, the following wastes and recyclables classifications, hereinafter referred to as Special Waste:

- Special Waste
- Medical Waste
- Hazardous Waste
- Grease & Grit Trap Waste
- Commercial and Industrial Recyclable Materials – containerized and baled
- Construction and Demolition (C&D) materials, recyclables, reusables, and discarded C&D materials
- Waste and recyclable collection service providers operating in newly annexed areas, or contract service providers for the city
- Refuse or recyclables that the City does not collect and transport.
- Waste Cooking Oil

An Operator shall apply for a permit from the city and shall pay the required application fees at the time of permit application. All permits are non-transferable and are granted as non-exclusive service permits. Granting permits will be at the discretion of the City to meet the needs of the community. The Operator must pay the required fees and meet all permit requirements prior to the issuance of a permit. Applicants must have a valid vehicle inspection and a valid permit issued by the Texas Commission of Environmental Quality (TCEQ) and a proof of insurance to be permitted.

Granting of Permit
As a condition of granting a permit, the person or entity receiving such permit (Permittee) agrees to execute and comply with all requirements of the service agreement, carry specific types and amounts of insurance as required by the City, submit reports, and pay the necessary fees by the specified due date. Following the granting of a permit, permit stickers shall be issued by the City and shall be placed by the Permittee on all vehicles operating within the city limits of Denton. Collection and transportation vehicles operating in Denton are required to display a current and valid calendar year permit decal at all times. If decals are lost by the Permittee, and are not visible on their vehicles, then the vehicles must be re-permitted by the Permittee, and all appropriate fees paid, prior to the vehicles or containers being placed in service within Denton's city limits. The City of Denton is not responsible for lost decals.

Exclusions
Individuals living within the City limits of Denton, and hauling personal materials, wastes, or

recyclables from their primary living residence are exempt from the requirements in this schedule SWP.

Any person, who transports Special Waste three or fewer times per year, shall register with the City on the forms provided for that purpose. No annual service fees are required, but registration and permitting through the City is required.

Fees

Collection and Transportation Services Permit Fees

Service Providers

Application Fee	Paid Annually	$200.00
Service Fees:	Per Vehicle	$400.00
Waste manifests:	Per Book of 100	$165.00

Service providers desiring to provide services in more than one service category are required to complete permit documentation and pay the applicable fees for each service category they desire to provide within Denton's City limits. All fees paid are nonrefundable.

Application and service fees will be billed to the applicant through City of Denton's Customer Service Department. Service fees are non-transferable between vehicles and are unit specific.

Violations / 'No Operations' Declaration

A person or business (legal entity) which has not been permitted by the City to operate within the City limits of Denton; or has been suspended by the City from operating within the City limits of Denton, Texas shall be charged a sum of up to $500.00 per day by the City, for each day the person or legal entity transports or collects Special Waste within the City prior to receipt of a City of Denton permit, or during any suspension of a permit period. Each day of operation without a permit warrants a separate charge and any person committing such is subject to being charged a sum of up to $500.00 for each day of operating without a valid permit. Following the receipt of a notice of suspension and prior to reinstatement to legally operate within the City limits of Denton, the Permittee must meet with the City staff to update their application and agreement and make payment of all amounts owed to the City related to this ordinance.

If any person or legal entity operates a vehicle, or allows the operation of a vehicle, within Denton's City limits which has not been permitted, operates any piece of equipment with an expired permit, commits a permit violation, or fails to make payment of the appropriate fees in a timely manner, the city will issue a 'No Operations' declaration to the person or legal entity, and assess all applicable permit violation fees. Once a person or legal entity has been issued a 'No Operations' declaration from the City, all services to be provided within Denton's City limits are required to cease. Following a meeting with the City staff, and the payment of all monies owed the City, the status of the permit will be determined by the City.

Revocation of Services & Non-Renewal of Permits

If the City finds any requirement of the permit has been violated or observes service providers operating within Denton's City limits without current permits, the City may institute a 'No Operations' declaration. Additionally, the City may revoke or not renew the service provider's permit, thereby requiring the service provider to cease all operations within the City limits of Denton.

Reclassification of Recyclables

Recyclables containing ten (10%) percent or more contamination, as determined by the City, will be considered refuse, and its collection may not be provided by service providers permitted under this ordinance. This material shall be reclassified as refuse and will be collected by the City of Denton. The Director of Solid Waste (Director) or the Director's designee, will make the final determination on whether stored recyclables contain excessive contamination, and may cause the reclassification of these materials to municipal solid waste (MSW), thereby negating the ability of a service provider to transport this material within Denton's City limits under their operating permit pursuant to this ordinance.

The City of Denton has the authority to inspect the contents of any container placed for pick up, or submitted for disposal in any manner at a location within Denton's City limits, in order to determine the materials content of the container, to ensure compliance with the contamination requirements, which shall not exceed 10%.

Terms and Renewal

Permits are issued annually, beginning December 1, and are effective from January 1, or the date of issuance, whichever is later, through December 31 of the same calendar year. The permit application process should be initiated, and fees should be paid as early as possible during the last quarter of each calendar year for the upcoming calendar year so that adequate time is available for review and processing of the application.

SCHEDULE SD

STORM DRAINAGE FEES
(Effective 10/01/25~~4~~)

APPLICATION

Applicable to all real property and appurtenances owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The Storm Drainage fee charged to each tract of real property is based upon the amount of impervious surface cover that results in water runoff or water quality impacts into the City of Denton drainage system.

MONTHLY FEE – RESIDENTIAL **(SDR)**

The residential fee is applicable to all single-family through fourplex real properties located within the corporate limits of the City of Denton, Texas, for which impervious surfaces can be individually identified. The residential fee is established by utilizing a block system. The fee charged in each fee block is set forth and established as follows:

Fee Block	Per Bill
0 – 600 Square Feet	$0.50
601 – 1,000 Square Feet	$1.00
1,001 – 2,000 Square Feet	$3.35
2,001 – 3,000 Square Feet	$5.45
3,001 – 4,000 Square Feet	$7.60
4,001 – 5,000 Square Feet	$9.75
5,001 – 6,000 Square Feet	$12.00
Over 6,000 Square Feet	$15.50

MONTHLY FEE – NON-RESIDENTIAL **(SDN)**

The non-residential fee is applicable to all other real property owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The non-residential fee is based upon the total square footage of impervious surface cover measured for each customer or owner.

Formula:
Measured Square Footage of Impervious Surface Cover x $0.00186 per bill

EXEMPTIONS

The following real property owned and located within the corporate limits of the City of Denton, Texas shall be exempt from imposition of the residential fee or the non-residential fee:

1. Real property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system, not draining into the City of Denton drainage system, upon the real property's

inspection and certification by the City; or

2. Real property held and maintained in its natural state, until such time that the real property is developed, and all the public infrastructure constructed thereon has been accepted by the City; or

3. Real property, consisting of an unimproved subdivided lot, until such time as a structure has been built on the lot and a certificate of occupancy has been issued by the City.

No other exemptions to the residential fees or the non-residential fees are applicable.

SCHEDULE SDI

STORMWATER REINSPECTION FEE
(Effective 10/01/25~~24~~)

APPLICATION

Applicable to active construction or land disturbing activities located within the corporate limits of the City of Denton, Texas. The Stormwater Reinspection Fee is charged to operators or designated representatives of projects where land disturbing activity, as defined by Denton Development Code, is occurring, including new construction, demolition, and redevelopment.

RATE

Reinspection fees for initial or periodic inspection resulting in non-compliance, notices of violation, or stop-work orders shall apply. Fees may be waived at discretion of the inspector in accordance with department guidelines for mitigating circumstances.

Fee: $167.00/site inspection

SPECIAL FACILITIES RIDER
(Effective 10/01/25~~4~~)

(1) If a customer service request for a special or unusual service not otherwise provided for by this Wastewater rate ordinance, or requires facilities and devices which are not normally and readily available at the location at which the customer requests the service, then the City shall provide the service subject to the requirements of paragraph 2 and 3 of this rider.

(2) The total cost of all facilities required to meet the customer's special requirements which are incurred by the City in connection with rendering the service shall be established by a contract entered into between the City and the customer. Said contract shall be signed by both parties prior to the City providing the requested service to the customer.

(3) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council prior to being entered into by the City.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council prior to being entered into by the City.

SECTION 2. Ordinance 2~~3-1742-~~4-236 is hereby repealed as of the effective date of this ordinance.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all wastewater service rendered on and after October 1, 2025~~4~~, and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

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

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

PASSED AND APPROVED this the _____ day of _____, 2025~~4~~.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

ORDINANCE NO. 25-_____

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

WASTEWATER RATE SCHEDULES

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

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

SCHEDULE SR

RESIDENTIAL WASTEWATER SERVICE
(Effective 10/01/25)

APPLICATION

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

Not applicable for sub-billing or other similar user.

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

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

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

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

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

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

MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

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

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

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

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

PAYMENT

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

SPECIAL FACILITIES

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

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

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

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

MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

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

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

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

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SMH

MOBILE HOME PARK WASTEWATER SERVICE
(Effective 10/01/25)

APPLICATION

Applicable for mobile home parks that are master water metered to provide residential wastewater service. Wastewater service is billed based on the customer's winter average water usage.

Also applicable for wastewater service without City of Denton water service, in the event the mobile home park does not have a master meter for wastewater. Wastewater service is billed on the average residential wastewater volume per customer.

Not applicable for sub-billing or other similar utility billing by service user .

MONTHLY RATE **(SMH)** - WITH CITY OF DENTON WATER SERVICE

(1) Facility Charge $36.25/bill

(2) Volume Charge $5.19/1,000 gallons effluent

MONTHLY RATE **(SMHO)** – OUTSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE

(1) Facility Charge $41.71/bill

(2) Volume Charge $6.02/1,000 gallons effluent

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

For customers without an established winter Average Daily Usage water consumption billing history derived from the preceding billing months of December through February, wastewater volume for each billing month through the following February shall be calculated at the established billable volume (5,000 gallons per month per mobile home) for mobile home park customers not receiving water service.

MINIMUM BILLING - WITH CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITH CITY OF DENTON WATER SERVICE

With a current Average Daily Usage, billings through the following February shall be based on the average daily usage calculated using the following formula.

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

For customers without an established winter Average Daily Usage, billings shall be based on the established billable volume of 5,000 gallons per mobile home per month.

$$\frac{\text{Established Billable Volume}}{1{,}000} \times \text{Rate per 1,000 gallons} \times \text{Number of Mobile Homes}$$

PAYMENT

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

SPECIAL FACILITIES

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

MONTHLY RATE **(SMNI/SMNO)** - WITHOUT CITY OF DENTON WATER SERVICE

		SMNI Inside Corporate Limits	**SMNO** Outside Corporate Limits
(1)	Facility Charge	$36.25/bill	$41.71/bill
(2)	Volume Charge	$5.19/1,000 gals	$6.02/1,000 gals

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

MINIMUM BILLING - WITHOUT CITY OF DENTON WATER SERVICE

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

VOLUME CHARGE - WITHOUT CITY OF DENTON WATER SERVICE

The billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period in a manner determined by the City where .

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

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SC

COMMERCIAL AND INDUSTRIAL WASTEWATER SERVICE
(Effective 10/01/25)

REGULAR COMMERCIAL

APPLICATION

Applicable to all general commercial and industrial wastewater service users and to all wastewater service users not otherwise specifically classified under a specialized class wastewater rate.

Also applicable to all commercial facilities not receiving metered water service from the City of Denton, including subdivisions and apartment buildings or complexes (that are not individually metered), or other commercial and industrial users, including other users that are a source of non-domestic discharge.

MONTHLY RATE **(SC)** - WITH CITY OF DENTON WATER SERVICE

(1) Facility Charge $36.25/bill

(2) Volume Charge $6.63/1,000 gallons effluent

Billing based on ninety-five (95%) percent of monthly water consumption.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

PRETREATMENT/PROGRAM CHARGES

(SCA) (1) Categorical Customer $444.00/bill

(SCB) (2) Non-categorical Customer $ 55.50/bill

SAMPLING AND ANALYSIS CHARGES

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $177.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

MONTHLY RATE (**SCO**) – OUTSIDE CORPORATE LIMITS WITH CITY OF DENTON WATER SERVICE

(1) Facility Charge $41.71/bill

(2) Volume Charge $7.53/1,000 gallons effluent

Billing based on ninety-five (95%) percent of monthly water consumption.

MINIMUM BILLING

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

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the current billing period.

Formula:

$$\frac{\text{Water volume} \times .95}{1{,}000} \times \text{Rate per 1,000 gallons}$$

COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for commercial and industrial services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$

Where:
- Cu is the surcharge for user X.
- Vu is the billing volume per 1000 gallons for user X.
- .00834 is the conversion factor
- Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
- B is the unit cost factor for treating one pound of BOD
- Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S is the unit cost factor for treating one pound of TSS

MONTHLY RATE **(SCNI/SCNO)** - WITHOUT CITY OF DENTON WATER SERVICE

		SCNI Inside Corporate Limits	**SCNO** Outside Corporate Limits
(1)	Facility Charge	$36.25/bill	$41.71/bill
(2)	Volume Charge	$6.63/1,000 gals	$7.53/1,000 gals

The minimum apartment Volume Charge will be for five-thousand (5,000) gallons per unit receiving wastewater service per month. Other commercial users will be billed on their estimated monthly wastewater volume.

MINIMUM BILLING

The minimum amount that may be billed shall be in the following amounts:

(1) Facility Charge plus the cost of 5,000 gallons wastewater per unit receiving wastewater service.

or

(2) Facility Charge plus other commercial or industrial user estimated monthly wastewater volume if greater than 5,000 gallons.

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the current billing period.

Formula:

$$\frac{\text{Minimum wastewater volume}}{1{,}000} \times \text{Rate per 1,000 gallons}$$

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

PRETREATMENT/PROGRAM CHARGES (As applicable)

(SCOA) (1) Categorical Customer $444.00/bill

(SCOB) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for commercial and industrial services, there will be added to the net monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)
$0.42 per pound of Total Suspended Solids (TSS)

$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$

Where:
Cu is the surcharge for user X.
Vu is the billing volume per 1000 gallons for user X.
.00834 is the conversion factor
Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
B is the unit cost factor for treating one pound BOD.
Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
S is the unit cost factor for treating one pound of TSS.

PAYMENT

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

SPECIAL FACILITIES

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

SCHEDULE SCD

COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE
WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS),
WATER FOR WASTEWATER BILLING
(Effective 10/01/25)

APPLICATION

Applicable to all commercial and industrial wastewater service users and to all wastewater service users not otherwise classified under this ordinance whose wastewater volume is measured by a water meter which measures the water which is returned into the wastewater collection and treatment system. The SCD sub-metered wastewater volumes are billed to the customer.

Not applicable for sub-billing or other similar utility billing by service user.

MONTHLY RATE

(1)	Facility Charge	Billing Per Bill
	3/4" Meter	$32.03
	1" Meter	$45.34
	1-1/2" Meter	$54.83
	2" Meter	$73.00
	3" Meter	$156.41
	4" Meter	$310.18
	6" Meter	$423.96
	8" Meter	$593.99
	10" Meter	$850.15
(2)	Volume Charge	$6.63/1,000 gallons effluent

The wastewater billing is based on one-hundred (100%) percent of the actual water volume submetered.

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

COMMERCIAL AND INDUSTRIAL SURCHARGE

In addition to the above charges for services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

$Cu = Vu \times .00834([Bu-250]\ B + [Su-250]\ S])$

Where:
- Cu is the surcharge for user X.
- Vu is the billing volume per 1000 gallons for user X.
- .00834 is the conversion factor
- Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
- B is the unit cost factor for treating one pound of BOD.
- Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S is the unit cost factor for treating one pound of TSS.

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Actual Water volume}}{1{,}000} \times \text{Rate per 1,000 gallons}$$

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

PRETREATMENT/PROGRAM CHARGES (As applicable)

(**SCDA**) (1) Categorical Customer $444.00/bill

(**SCDB**) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

SCHEDULE SCS

COMMERCIAL/INDUSTRIAL WASTEWATER SERVICE
WHICH MEASURES WITH DEDICATED WATER METERS (SUB-METERS),
WATER EXCLUDED FROM WASTEWATER BILLING
(Effective 10/01/25)

APPLICATION

Applicable to all commercial and industrial wastewater service users and to all wastewater service users not otherwise classified under this ordinance whose wastewater volume is calculated by a water meter which measures the water which is not returned into the wastewater collection and treatment system. The SCS sub-metered wastewater volumes are consumed in the customer's processes, not returned to the wastewater system, and are therefore excluded from the customer's wastewater billing volumes.

Not applicable for sub-billing or other similar utility billing by service user.

MONTHLY RATE

(1) Facility Charge

	Billing Per Bill
3/4" Meter	$32.03
1" Meter	$45.34
1-1/2" Meter	$54.83
2" Meter	$73.00
3" Meter	$156.41
4" Meter	$310.18
6" Meter	$423.96
8" Meter	$593.99
10" Meter	$850.15

(2) Volume Charge – None

The wastewater billing exclusion is based on one-hundred (100%) percent of the actual water volume sub metered.

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

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

WASTEWATER SURCHARGE

In addition to the above charges for services, there will be added to the monthly rate a surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

Cu = Vu x .00834 ([Bu-250] B + [Su-250] S])

Where:
- Cu is the surcharge for user X.
- Vu is the billing volume per 1000 gallons for user X.
- .00834 is the conversion factor
- Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
- B is the unit cost factor for treating one pound of BOD.
- Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S is the unit cost factor for treating one pound of TSS.

VOLUME CHARGE EXCLUSION

The wastewater volume exclusion shall be based on the water volume calculated during the billing period. This sub-metered volume of water that is not returned into the wastewater collection and treatment system shall be subtracted from the master meter water volume prior to the wastewater billing volume calculation.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

PRETREATMENT/PROGRAM CHARGES (As applicable)

(**SCSA**) (1) Categorical Customer $444.00/bill

(**SCSB**) (2) Non-categorical Customer $55.50/bill

SAMPLING AND ANALYSIS CHARGES (As applicable)

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each sample
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each sample

SCHEDULE SCH

SEPTAGE & CHEMICAL TOILET DISPOSAL
AT THE PECAN CREEK WATER RECLAMATION PLANT
SEPTAGE TRANSFER STATION
(Effective 10/01/25)

PERMIT REQUIRED

All persons owning or operating a vacuum truck, cesspool pump truck, liquid waste transport truck or other vehicle shall not service any septic tank, seepage pit, grease interceptor, grit trap/oil separator, or cesspool within City of Denton without first having received a valid transport truck discharge (TTD) permit.

APPLICATION

Applicable to all users of the Pecan Creek Water Reclamation Plant Septage Transfer Station. The user must sign the "Agreement for Disposal of Liquid Waste" and comply with the following requirements:

1. Division 3 of Article XII of Chapter 26 of the City of Denton Code of Ordinances, as may be amended from time to time.
2. Provide to the City: signed "Application for Permit" (City of Denton's form), "Agreement for Disposal of Liquid Waste" documents(City of Denton's forms), and provide a copy of the user's current TCEQ Registration Certificate, current Insurance Certificate for each vehicle, and current Manager of Operations Driver's License.
3. Comply with the City of Denton "Liquid Waste Hauler – Vehicle Inspection Audit" requirements.

City staff, after reviewing the permit application and agreement, and after conducting any necessary research, may issue the permit, issue the permit with conditions, or deny the issuance of the permit. The City will establish the number of permits to be issued. The City maintains the right to deny the disposal of wastes at the Septage Transfer Station when necessary to prevent adverse effects to the operations of the treatment facilities.

RATE

(1) Facility Charge	$7.94/bill
(2) Volume Charge	$50.87/1,000 gallons
(3) Application Fee	$300.00/per calendar year
(4) Vehicle Permit Fee	$300.00/per vehicle per calendar year
(5) Waste Manifests	$165.00/per book of 100

MINIMUM BILLING

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

PAYMENT

Application and Vehicle Permit fee is due in full before first disposal at Pecan Creek Water Reclamation Plant Septage Transfer Station. Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

VOLUME CHARGE

Billing for the septage volume contained in the septage hauling tank, shall be based on the full tank volume only. For clarity, volumes discharged that are less than a tank will be billed as a whole tank.

TERMS AND RENEWAL

Permits are issued annually, beginning Dec. 1, and are effective from Jan. 1 or the date of issuance, whichever is later, through Dec.31 of the same calendar year. The permit application process should be initiated, and fees should be paid as early as possible during the last quarter of each calendar year for the upcoming calendar year so that adequate time is available for review and processing of the application. Submittal of applications by Dec.1 will eliminate the possibility of permits being issued after Jan. 1. All permits issued under this schedule shall be valid for up to one calendar year from the date of issuance. All permits issued during each calendar year will expire on the last day of that calendar year.

SCHEDULE SEE

EQUIPMENT SERVICES FACILITIES AND
RESTAURANTS & FOOD SERVICE ESTABLISHMENTS
WASTEWATER SERVICE
(Effective 10/01/25)

APPLICATION

Applicable to facilities which perform washing, cleaning or servicing of automobiles, trucks, buses or similar equipment and are categorized by North American Industry Classification System (NAICS) numbers: 11111 (General Automotive Repair), 811114 (Specialized Automotive Repair), 811121 (Automotive Body, Paint, and Interior Repair and Maintenance),, 811122(Automotive Glass Replacement Shops),, 811191 (Automotive Oil Change and Lubrication Shops,811192 (Car Washes), 811198 (All Other Auto Repair and Maintenance) and other similar code classifications.

Applicable to all restaurants and food service establishments that prepare and serve food directly to customers and are categorized by NAICS numbers: 721110 (Hotels (except Casino Hotels) and Motels), 721191 (Bed-and-Breakfast Inns), 722310 (Food Service Contractors), 722320 (Caterers), , 722330 (Mobile Food Services), 722410 (Drinking Places), 722511 (Full-Service Restaurants), 722513 (Limited-Service Restaurants), 722514 (Cafeterias, Grill Buffets, and Buffets), 722515 (Snack and Nonalcoholic Beverage Bars) other similar code classifications.

MONTHLY RATE **(SEE)**

(1)	Facility Charge	$36.25/bill
(2)	Volume Charge	$9.22/1,000 gallons effluent

Billing based on ninety-five (95%) percent of monthly water consumption.

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

PRETREATMENT / PROGRAM CHARGES (As Applicable)

(SEA)	(1)	Categorical	$444.00/bill
(SEB)	(2)	Non-categorical	$55.50/bill

The appropriate Pretreatment/Program charge will be applied if the customer is identified as either categorical or non-categorical. These charges are not to be applied if the customer is not designated as either a categorical or non-categorical customer.

SAMPLING/ANALYSIS CHARGES (As Applicable)

(1) Sampling charge per sample site (each)	$60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

"SEE" RATE EXEMPTIONS

(1) Customers under the SEE rate shall be charged the SC rate if only pre-wrapped and preprocessed foods are served from their premises and no food processing is performed on the premises so that only minimal organic material is discharged to the sanitary sewer. The exemption for the SEE class shall be determined by the City of Denton Environmental Health Services Food Inspection Division.

(2) Customers under the SEE rates shall be charged the SC rate plus the applicable industrial surcharge if the customer:

(a) Installs a wastewater sampling manhole on the sanitary sewer discharge line;

(b) Agrees to pay for the City to sample and analyze, quarterly, or at the request of the user; more frequently for the purposes of averaging quarterly samples, the wastewater discharge for the following: Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), and Fats, Oils and Grease (FOG), based on the actual costs; and

(c) Agrees to pay, based on the industrial surcharge formula, a surcharge on all wastewater discharged that is in excess of 500 mg/l of BOD and 600 TSS as determined by the monitoring performed in Section 2(b).

MINIMUM BILLING

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

WASTEWATER SURCHARGE

The wastewater surcharge calculation that applies to equipment services facilities and restaurant and food service establishments claiming the SEE exemption shall be based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

$Cu = Vu \times .00834 ([Bu-500] B + [Su-600] S])$

Where: Cu is the surcharge for user X.
Vu is the billing volume per 1000 gallons for user X.
.00834 is the conversion factor
Bu is the tested BOD level for user X or 500 mg/l, whichever is greater.
B is the unit cost factor for treating one pound of BOD.
Su is the tested TSS level for user X or 600 mg/l, whichever is greater.
S is the unit cost factor for treating one pound of TSS.

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

$$\frac{\text{Water volume} \times .95}{1{,}000} \times \text{Rate per 1,000 gallons}$$

SCHEDULE SM

METERED WASTEWATER INSIDE AND OUTSIDE
CORPORATE LIMITS
(Effective 10/01/25)

APPLICATION

Applicable to any wastewater service customer whose wastewater discharge is metered from a single customer location and not otherwise classified under this ordinance.

MONTHLY RATE		**SMI** Inside Corporate Limits	**SMO** Outside Corporate Limits
(1)	Facility Charge	$442.98/bill	$494.41/bill
(2)	Volume Charge	$6.63/1,000 gals	$7.53/1,000 gals

In addition to the monthly rate, the following charges shall also be assessed (as applicable):

(3) Pretreatment/Program Charge (As Applicable)

(SMA) (1) Categorical $444.00/bill

(SMB) (2) Non-categorical $55.50/bill

The appropriate Pretreatment/Program charge will be applied if the customer is identified as either categorical or non-categorical. The categorical and non-categorical classifications apply both inside and outside the corporate limits of the City of Denton. These charges are not to be applied if the customer is not designated as either a categorical or non-categorical customer by the wastewater utility staff.

SAMPLING/ANALYSIS CHARGE (As Applicable)

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

WASTEWATER SURCHARGE

In addition to the above charges, there will be added to the monthly rate for metered wastewater, a surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$

Where:
- Cu is the surcharge for user X.
- Vu is the billing volume per 1000 gallons for user X.
- Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
- .00834 is the conversion
- B is the unit cost factor for treating one pound of BOD.
- Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S is the unit cost factor for treating one pound of TSS.

MINIMUM BILLING

The minimum amount that may be billed shall be in the amount of the applicable Facility Charge, plus the appropriate Pretreatment/Program Charge, if applicable

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

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

SCHEDULE SGE

SALE OF TREATED WASTEWATER EFFLUENT
(Effective 10/01/25)

APPLICATION

Applicable for sales of treated wastewater effluent to any municipal utility or approved private business. Useable for non-potable purposes only. Not intended for human consumption.

The resale of treated wastewater effluent is prohibited. Any use of treated wastewater effluent for non-potable purposes is prohibited.

PRODUCT AVAILABILITY

Wastewater effluent is available for resale only if volumes are available. Supplies may be limited or unavailable.

MONTHLY RATES

(1)	Facility Charge	Per Bill
	3/4“ Meter	$27.56
	1” Meter	$39.03
	1-1/2” Meter	$47.20
	2” Meter	$62.83
	3” Meter	$134.67
	4” Meter	$267.01
	6” Meter	$364.96
	8” Meter	$511.33
	10” Meter	$731.87
(2)	Volume Charge	$2.78/1,000 gallons

MINIMUM BILLING

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

PAYMENT

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

SPECIAL FACILITIES

All services which require special facilities in order to meet a customer's service requirements shall

be provided subject to the Special Facilities Rider.

VOLUME CHARGE

Billing for the wastewater volume shall be based on the effluent volume calculated during the billing period.

Formula:

$$\frac{\text{Effluent volume}}{1{,}000} \times \text{Rate per 1,000 gallons}$$

SCHEDULE SSC

WHOLESALE WASTEWATER TREATMENT SERVICE FOR A GOVERNMENTAL AGENCY, DIVISION, OR SUBDIVISION
(Effective 10/01/25)

APPLICATION

Applicable to any municipal corporation, or other governmental agency or subdivision which operates a wastewater collection system and contracts with the City of Denton for wastewater treatment service.

MONTHLY RATES

(1) Facility Charge $305.97/bill

(2) Pretreatment/Program Charge (As Applicable)

(A) Categorical $444.00/bill

(B) Non-categorical $55.50/bill

(3) Volume Charge $3.11/1,000 gallons

Billing shall be based on one-hundred (100%) percent of actual gallons measured.

SAMPLING/ANALYSIS CHARGE (As Applicable)

(1) Sampling charge per sample site (each) $60.00

(2) Analysis charge (per test) Actual cost per test

(3) Violation demand sampling charge per sample site:

Four-Part Grab $170.00/each
First Day of Composite Sampling $110.00
Additional Day Composite Sampling $50.00/each

MINIMUM BILLING

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

WHOLESALE SURCHARGE

In addition to the above charges for wholesale wastewater services, there will be added to the monthly rate an industrial surcharge based on the following formula:

Surcharge Unit Cost Factor $0.47 per pound of Biochemical Oxygen Demand (BOD)

$0.42 per pound of Total Suspended Solids (TSS)

$Cu = Vu \times .00834 ([Bu-250] B + [Su-250] S)$

Where:
- Cu is the surcharge for user X.
- Vu is the billing volume per 1000 gallons for user X.
- .00834 is the conversion factor
- Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.
- B is the unit cost factor for treating one pound of BOD.
- Su is the tested TSS level for user X or 250 mg/l, whichever is greater.
- S is the unit cost factor for treating one pound of TSS.

PAYMENT

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

SPECIAL FACILITIES

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

VOLUME CHARGE

Billing for the wastewater volume shall be based on the wastewater volume calculated during the billing period.

Formula:

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

SCHEDULE CWM

DYNO DIRT PRODUCTS
(Effective 10/01/25)

APPLICATION

Applicable to all customers, whether residential, commercial, or wholesale, which elect to acquire the City of Denton's Dyno Dirt products for their use. The City of Denton reserves the right to restrict or limit the sale of all Dyno Dirt products to any customer at any time.

RATES

Dyno Dirt products will be sold by volume on a cubic yardage basis, or in one cubic foot bags. Each bag of Dyno Dirt contains 1 cubic foot. Bulk quantities will not be sold in volumes less than one-half cubic yard.

(A)	Compost		
	(1)	Dyno Soil (Top Soil Blend)	$42.20/Cubic Yard
	(2)	Dyno Dirt	$36.65/Cubic Yard
	(3)	Dyno Dirt (Bagged)	$6.10/Per Bag
	(4)	Dyno Lite	$36.65/Cubic Yard
(B)	Wood Mulch		
	(1)	Dyno Double Grind	$21.40/Cubic Yard
(C)	Dyno Mulch		
	(1)	Dyno Dirt	$36.65/Cubic Yard

Purchases for (A) and (B) above, will receive a twenty percent (20%) discount for quantities of 10 to 99 cubic yards, purchases greater than one hundred (100) cubic yards will receive a thirty percent (30%) discount. A contractor's rate will be given to customer's who provide a current and valid resale certificate for inspection. The contractor's rate includes a 30% discount on any purchase at any one time of any Dyno Product of the City of Denton.

(C) City of Denton departments will receive a forty percent 40 % discount on all purchases of Dyno Dirt products.

(D) City of Denton employees will receive a twenty percent (20%) discount on all Dyno Dirt products.

PRODUCT AVAILABILITY

The City of Denton produces Dyno Dirt products throughout the year in varying limited quantities. The City of Denton does not guarantee the availability of any product, and expressly reserves the right to restrict the sale of any product based upon available volumes.

LOCATION

All Dyno Dirt products may be purchased from the City of Denton at the following location:

Location	Address
Compost Sales Bldg Water Reclamation Plant	1100 S. Mayhill Road, Denton, Texas

WHOLESALE PURCHASES

All Dyno Dirt products purchased wholesale, for resale to the public, are to be identified as a City of Denton manufactured product. The wholesale purchaser must provide the City of Denton selling price information to the retail customer if it is requested.

SCHEDULE ST

WASTEWATER TAP AND MANHOLE FEES
(Effective 10/01/25)

APPLICATION

This schedule applies to the installation, removal, or relocation of wastewater taps by the City of Denton Utility Department at the request of any person, firm, association, corporation, or other legal entity.

TAP FEES

Any person, firm, association, corporation, or other legal entity that requests that a wastewater main tap be removed, installed, or relocated by the Wastewater Utility Department shall pay in advance to the Wastewater Utility Department the following applicable fees:

WASTEWATER TAPS WITH CLEANOUT

Size of Tap	Paved or Unpaved Street
4 inch	Actual cost per tap
6 inch	Actual cost per tap
8 inch	Actual cost per tap

MANHOLE BREAKOUT FEE

6" – 12" Line	$165.00

FEES FOR INSTALLATIONS NOT LISTED

For installation of a tap or manhole for which a fee is not specified, the requestor shall pay in advance a deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation or similar work requested, the customer shall be billed at actual cost, as determined by the Wastewater Utility Department, plus a 20% administrative charge. Any excess deposit shall be refunded to the customer.

SCHEDULE STE

TREATED EFFLUENT WASTEWATER TAP FEES
(Effective 10/01/25)

APPLICATION

This schedule applies to the installation, removal, or relocation of treated effluent wastewater taps by the City of Denton Utility Department at the request of any person, firm, association, corporation, or other legal entity.

TAP FEES

Any person, firm, association, corporation, or other legal entity that requests that a wastewater main tap be removed, installed, or relocated by the Wastewater Utility Department shall pay in advance to the Wastewater Utility Department the following applicable fees:

REUSE WASTEWATER LINE TAPS

Size of Tap	Paved or Unpaved Street
4-inch	Actual cost per tap
6-inch	Actual cost per tap
8-inch	Actual cost per tap
12-inch	Actual cost per tap

FEES FOR INSTALLATIONS NOT LISTED

For installation of a tap for which a fee is not specified, the requestor shall pay in advance a deposit based upon the estimated cost of such installation, or similar work, plus an administrative charge of 20%. Upon completion of the installation or similar work requested, the customer shall be billed at actual cost, as determined by the Wastewater Utility Department, plus a 20% administrative charge. Any excess deposit shall be refunded to the customer.

SCHEDULE OSSF

ON-SITE SEWAGE FACILTY PERMIT FEES
(Effective 10/01/25)

APPLICATION

This schedule applies to the new construction of on-site aerobic treatment systems, new construction of on-site non-aerobic treatment systems, and repair and alteration of both types of systems.

OSSF PERMIT FEES

Any person, firm, association, corporation, or other legal entity that requests a wastewater system work permit shall pay in advance to the Wastewater Utility Department the following applicable fees:

New Construction of aerobic treatment systems	$500.00
Reinspection Fee of aerobic treatment systems	$250.00
New Construction of non-aerobic treatment systems	$300.00
Reinspection Fee of non-aerobic treatment systems	$150.00
Repair or Alteration fees (All types of OSSF's)	$200.00

SCHEDULE SWP

COLLECTION AND TRANSPORTATION SERVICES PERMIT
(Effective 10/01/25)

Any person, entity, or business engaged in the collection and transport of waste, recyclables, or other materials as classified within this rate schedule (Operator), and operating within the City of Denton must possess a current permit issued from the City prior to providing collection and transportation services. Any private container located within the City of Denton for use in waste and recyclables collection services is required to be permitted.

Permits for collection and transportation services are required for, but are not limited to, the following wastes and recyclables classifications, hereinafter referred to as Special Waste:

- Special Waste
- Medical Waste
- Hazardous Waste
- Grease & Grit Trap Waste
- Commercial and Industrial Recyclable Materials – containerized and baled
- Construction and Demolition (C&D) materials, recyclables, reusables, and discarded C&D materials
- Waste and recyclable collection service providers operating in newly annexed areas, or contract service providers for the city
- Refuse or recyclables that the City does not collect and transport.
- Waste Cooking Oil

An Operator shall apply for a permit from the city and shall pay the required application fees at the time of permit application. All permits are non-transferable and are granted as non-exclusive service permits. Granting permits will be at the discretion of the City to meet the needs of the community. The Operator must pay the required fees and meet all permit requirements prior to the issuance of a permit. Applicants must have a valid vehicle inspection and a valid permit issued by the Texas Commission of Environmental Quality (TCEQ) and a proof of insurance to be permitted.

Granting of Permit
As a condition of granting a permit, the person or entity receiving such permit (Permittee) agrees to execute and comply with all requirements of the service agreement, carry specific types and amounts of insurance as required by the City, submit reports, and pay the necessary fees by the specified due date. Following the granting of a permit, permit stickers shall be issued by the City and shall be placed by the Permittee on all vehicles operating within the city limits of Denton. Collection and transportation vehicles operating in Denton are required to display a current and valid calendar year permit decal at all times. If decals are lost by the Permittee, and are not visible on their vehicles, then the vehicles must be re-permitted by the Permittee, and all appropriate fees paid, prior to the vehicles or containers being placed in service within Denton's city limits. The City of Denton is not responsible for lost decals.

Exclusions
Individuals living within the City limits of Denton, and hauling personal materials, wastes, or

recyclables from their primary living residence are exempt from the requirements in this schedule SWP.

Any person, who transports Special Waste three or fewer times per year, shall register with the City on the forms provided for that purpose. No annual service fees are required, but registration and permitting through the City is required.

Fees

Collection and Transportation Services Permit Fees

Service Providers

Application Fee	Paid Annually	$200.00
Service Fees:	Per Vehicle	$400.00
Waste manifests:	Per Book of 100	$165.00

Service providers desiring to provide services in more than one service category are required to complete permit documentation and pay the applicable fees for each service category they desire to provide within Denton's City limits. All fees paid are nonrefundable.

Application and service fees will be billed to the applicant through City of Denton's Customer Service Department. Service fees are non-transferable between vehicles and are unit specific.

Violations / 'No Operations' Declaration

A person or business (legal entity) which has not been permitted by the City to operate within the City limits of Denton; or has been suspended by the City from operating within the City limits of Denton, Texas shall be charged a sum of up to $500.00 per day by the City, for each day the person or legal entity transports or collects Special Waste within the City prior to receipt of a City of Denton permit, or during any suspension of a permit period. Each day of operation without a permit warrants a separate charge and any person committing such is subject to being charged a sum of up to $500.00 for each day of operating without a valid permit. Following the receipt of a notice of suspension and prior to reinstatement to legally operate within the City limits of Denton, the Permittee must meet with the City staff to update their application and agreement and make payment of all amounts owed to the City related to this ordinance.

If any person or legal entity operates a vehicle, or allows the operation of a vehicle, within Denton's City limits which has not been permitted, operates any piece of equipment with an expired permit, commits a permit violation, or fails to make payment of the appropriate fees in a timely manner, the city will issue a 'No Operations' declaration to the person or legal entity, and assess all applicable permit violation fees. Once a person or legal entity has been issued a 'No Operations' declaration from the City, all services to be provided within Denton's City limits are required to cease. Following a meeting with the City staff, and the payment of all monies owed the City, the status of the permit will be determined by the City.

Revocation of Services & Non-Renewal of Permits

If the City finds any requirement of the permit has been violated or observes service providers operating within Denton's City limits without current permits, the City may institute a 'No Operations' declaration. Additionally, the City may revoke or not renew the service provider's permit, thereby requiring the service provider to cease all operations within the City limits of Denton.

Reclassification of Recyclables

Recyclables containing ten (10%) percent or more contamination, as determined by the City, will be considered refuse, and its collection may not be provided by service providers permitted under this ordinance. This material shall be reclassified as refuse and will be collected by the City of Denton. The Director of Solid Waste (Director) or the Director's designee, will make the final determination on whether stored recyclables contain excessive contamination, and may cause the reclassification of these materials to municipal solid waste (MSW), thereby negating the ability of a service provider to transport this material within Denton's City limits under their operating permit pursuant to this ordinance.

The City of Denton has the authority to inspect the contents of any container placed for pick up, or submitted for disposal in any manner at a location within Denton's City limits, in order to determine the materials content of the container, to ensure compliance with the contamination requirements, which shall not exceed 10%.

Terms and Renewal

Permits are issued annually, beginning December 1, and are effective from January 1, or the date of issuance, whichever is later, through December 31 of the same calendar year. The permit application process should be initiated, and fees should be paid as early as possible during the last quarter of each calendar year for the upcoming calendar year so that adequate time is available for review and processing of the application.

SCHEDULE SD

STORM DRAINAGE FEES
(Effective 10/01/25)

APPLICATION

Applicable to all real property and appurtenances owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The Storm Drainage fee charged to each tract of real property is based upon the amount of impervious surface cover that results in water runoff or water quality impacts into the City of Denton drainage system.

MONTHLY FEE – RESIDENTIAL **(SDR)**

The residential fee is applicable to all single-family through fourplex real properties located within the corporate limits of the City of Denton, Texas, for which impervious surfaces can be individually identified. The residential fee is established by utilizing a block system. The fee charged in each fee block is set forth and established as follows:

Fee Block	Per Bill
0 – 600 Square Feet	$0.50
601 – 1,000 Square Feet	$1.00
1,001 – 2,000 Square Feet	$3.35
2,001 – 3,000 Square Feet	$5.45
3,001 – 4,000 Square Feet	$7.60
4,001 – 5,000 Square Feet	$9.75
5,001 – 6,000 Square Feet	$12.00
Over 6,000 Square Feet	$15.50

MONTHLY FEE – NON-RESIDENTIAL **(SDN)**

The non-residential fee is applicable to all other real property owned and located within the corporate limits of the City of Denton, Texas, except as exempted below. The non-residential fee is based upon the total square footage of impervious surface cover measured for each customer or owner.

Formula:
Measured Square Footage of Impervious Surface Cover x $0.00186 per bill

EXEMPTIONS

The following real property owned and located within the corporate limits of the City of Denton, Texas shall be exempt from imposition of the residential fee or the non-residential fee:

1. Real property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system, not draining into the City of Denton drainage system, upon the real property's

inspection and certification by the City; or

2. Real property held and maintained in its natural state, until such time that the real property is developed, and all the public infrastructure constructed thereon has been accepted by the City; or

3. Real property, consisting of an unimproved subdivided lot, until such time as a structure has been built on the lot and a certificate of occupancy has been issued by the City.

No other exemptions to the residential fees or the non-residential fees are applicable.

SCHEDULE SDI

STORMWATER REINSPECTION FEE
(Effective 10/01/25)

APPLICATION

Applicable to active construction or land disturbing activities located within the corporate limits of the City of Denton, Texas. The Stormwater Reinspection Fee is charged to operators or designated representatives of projects where land disturbing activity, as defined by Denton Development Code, is occurring, including new construction, demolition, and redevelopment.

RATE

Reinspection fees for initial or periodic inspection resulting in non-compliance, notices of violation, or stop-work orders shall apply. Fees may be waived at discretion of the inspector in accordance with department guidelines for mitigating circumstances.

Fee: $167.00/site inspection

SPECIAL FACILITIES RIDER
(Effective 10/01/25)

(1) If a customer service request for a special or unusual service not otherwise provided for by this Wastewater rate ordinance, or requires facilities and devices which are not normally and readily available at the location at which the customer requests the service, then the City shall provide the service subject to the requirements of paragraph 2 and 3 of this rider.

(2) The total cost of all facilities required to meet the customer's special requirements which are incurred by the City in connection with rendering the service shall be established by a contract entered into between the City and the customer. Said contract shall be signed by both parties prior to the City providing the requested service to the customer.

(3) Any contract under this rider is subject to the following approvals:

(a) If the total value of the contract is less than $100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council prior to being entered into by the City.

(b) If the total value of the contract is equal to or greater than $100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council prior to being entered into by the City.

SECTION 2. Ordinance 24-236 is hereby repealed as of the effective date of the Schedule of Rates adopted herein.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. The Schedule of Rates herein adopted shall be effective, charged and applied to all wastewater service rendered on and after October 1, 2025, and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
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 Digitally signed by Susan Keller Date: 2025.09.08 21:52:36 -05'00'

File #: ID 24-2632, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

The proposed FY 2025-2026 Solid Waste Operating Budget and CIP was presented to the Public Utilities Board (PUB) on July 14, July 28. The PUB also reviewed the proposed rates (no change) on July 14 and September 28, 2024. The PUB recommended the proposed budget and rates 6-0.

The following summarizes the proposed changes to existing Solid Waste rate schedule:

- No Base Rate Increases
- Added the category "Front Load and Side Load Shared Services" to clarify the rate schedule.
- Clarified "Redelivery" as part of the existing Delivery Service Fee.
- Reduce the per item bulk collection limit from 10 to 5.

RECOMMENDATION

Staff recommends adoption of the Fiscal Year 2025-26 Solid Waste Rates.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

City Council reviewed the Fiscal Year 2025-26 operating budget during the July 15, 2025 meeting, the capital improvement program (CIP) on July 22, 2025, and the operating budget, CIP, and proposed rates on August 19, 2025 and September 9, 2025.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Solid Waste Redline Rate Ordinance
Exhibit 3 - Solid Waste Rate Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Finance Director
940-349-8127

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES FOR SOLID WASTE AND RECYCLING COLLECTION SERVICE**;** REPEALING ORDINANCE NO. 24-238~~23-1736~~; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. The rates, fees, and charges for Solid Waste and Recycling collection services as established as follows:

SOLID WASTE AND RECYCLING RATE SCHEDULES

Residential Refuse and Recylcing Collection Services 2

Commercial Refuse and Recycling Collection Services 4

Processing and Disposal Services 7

Solid Waste and Recycling Services Definitions 8

RESIDENTIAL REFUSE & RECYCLING COLLECTION SERVICES

(Effective 10/01/254)

Units/Accounts eligible for Residential collection services accounts are defined as: A single-family detached dwelling unit, each unit of a duplex, triplex, or quadraplex, or any single unit or living space in which an individual or single family resides. Residential collection services are not available to residents of apartments, dormatories, or other multifamily housing units.

Carts are collected weekly on a date and at a time assigned by the City of Denton. All refuse must be contained and secured within a plastic bag prior to deposit within the refuse cart and the lid must be fully closed. Recycling materials shall not be bagged when placed in the recycling cart and the lid must be fully closed. All carts must be placed at the curb by 7:00 a.m. on the scheduled collection day. Residential accounts are billed monthly.

To receive any residential service, a resident shall contact Customer Service a minimum of one business day prior to their scheduled collection day.

Residential Collection Services Within City Limits	Monthly Rate
65 Gallon Refuse & Recycling Cart	$20.82
95 Gallon Refuse & Recycling Cart	$25.42
Additional Large Refuse Cart	$16.82
Additional Recycling Cart (each cart in excess of 2)	$15.23
Bag Outside Cart Fee – limit to no more than five (5) weekly, weighing no more than 50 pounds each.	$5.00

Residential Collection Services Outside City Limits	Monthly Rate
65 Gallon Refuse & Recycling Cart	$30.69
95 Gallon Refuse & Recycling Cart	$32.00
Additional Large Refuse Cart	$16.82
Additional Recycling Cart (each cart in excess of 2)	$15.23
Bag Outside Cart Fee - limit to no more than five (5) weekly, weighing no more than 50 pounds each.	$5.00

Residential Service Fees	Fee
Bulk Waste Collection – per item, in excess of 2 items per collection Items must be called in to receive this rate	$5.00
Brush Collection – per staff hour, in excess of 4 cubic yards	$75.00
Appliances and Electronics Collection (per item) Dishwashers are **not** considered an appliance or an electronic device for the purposes of this ordinance	$20.00
Residential Remodeling – per CY – (4 CY maximum)– this includes excess bulk at the curb in excess of what was called in. Waste in excess of 4 CY must be placed in a dumpster or roll-off container (contracted through the City of Denton) to be collected.	$25.00

Yard Waste Cart – per cart purchase	$20.00
Cart Redelivery • Cehange-out fee – for the next service day	$50.00

COMMERCIAL REFUSE AND RECYCLING COLLECTION SERVICES

(Effective 10/01/254)

New commercial business development and redevelopment will be provided commercial refuse and recycling services as outlined in the Denton Development Code and Site Plan Criteria Manual.

Persuant to the City of Denton Code of Ordiances, Chapter 24, the City of Denton is the exclusive provider of commercial refuse service in the City of Denton.

Refuse and recyclables will be collected in city provided or city-approved containers only.

Persuant to the City of Denton Code of Ordinances, Chapter 24, the City of Denton is a provider of commercial recycling service in the City of Denton. Operators may contract with any provider to collect, transport, and process their recyclable material.

Only recyclable materials accepted by the City shall be deposited in the City's recycling containers. The owner/manager of all commercial businesses is responsible for notifying their employees/personnel of proper recycling procedures.

Refuse & Recycling Rates

Commercial Cart Service

One Pair Refuse & Recycling Carts	$33.75
Additional Refuse Cart	$20.05
Additional Recycling Cart	$15.23

Front Load and Side Load Refuse Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	$75.27	$150.54	$225.81	$301.08	$376.35	$451.62
4 CY	$100.36	$200.72	$301.08	$401.44	$501.80	$602.16
6 CY	$150.54	$301.08	$451.62	$602.16	$752.70	$903.24
8 CY	$200.73	$401.46	$602.19	$802.92	$1,003.65	$1,200.38

Front Load and Side Load Recycling Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	$64.74	$129.48	$194.22	$258.96	$323.70	$388.44
4 CY	$86.32	$172.64	$258.96	$345.28	$431.60	$517.92
6 CY	$129.47	$258.94	$388.41	$517.88	$647.35	$776.82
8 CY	$172.62	$345.24	$517.86	$690.48	$863.10	$1,035.72

Front Load and Side Load Shared Service	
Refuse Service (Per CY)	$25.09
Recycling Service (Per CY)	$21.58

Valet Shared Service Rates	
Tier 1 – Offices and Residential ~~(Per CY)~~	$24.70
Tier 2 – Small Retail Stores and Bars (no food)	$74.16
Tier 3 – Large Retail Stores, Bars (with food), and Small Restaurants	$148.75
Tier 4 – Medium Sized Restaurants (limited service)	$289.50
Tier 5 – Large Sized Restaurants (full service)	$460.00

Compactor Rates	
Front Load Compactor Service (Per CY)	$75.27
30 Cubic Yard Self Contained Compactor	$450.00
42 Cubic Yard Stationary Compactor	$650.00
Container Service Fee (Each Haul)	$300.00

Roll-Off Container Rates

Container Rental (Monthly)	$170.00
Container Service Fee (Each Haul)	$300.00

Commercial Organics Collection Service

Monthly Service Fee (3 CY 1 x week)	$374.13
Extra Empty	$240.00

Commercial Service Fees

Delivery (Applicable to Front Load Only)•Relocation•Inaccessible•Extra Empty•Exchange	$75.00
Redelivery•Same Day Service Fee	$50.00
Dumpster Lock Installation (one-time fee)	$20.00
Temporary Container Service Rental Fee Per Month	$80.00
Temporary Container Service Per Empty Fee	$120.00
Damaged Containers	Repl. Cost
Bulk Waste Collection – Trip Fee	$20.00
Bulk Waste Collection – Per Item Collection Fee limit of 5~~10~~	$5.00
Yard Waste Service – Per Staff Hour (with a 15 minute minimum charge)	$75.00/hour

PROCESSING AND DISPOSAL SERVICES

(Effective 10/01/254)

Landfill Rates (per ton)	Per Ton
Gate Rate (City of Denton Residents/Businesses)	$45.50
Gate Rate (Non-Denton Residents/Businesses)	$49.50
City Hauled Disposal Rate (Open Top & Compactors)	$41.50
City of Denton Department Rate	$26.00
Sludge, Dewatered	$61.50
Clean Concrete	$23.50
Special Waste (must be pre-approved by City of Denton)	Varies

Minimum Charge (per load)	$26.50
After Hour Fee	$120.00
(First) Unsecured Loads	$25.00
(Subsequent) Unsecured Loads	30.00
Electronics Residents (Per Item)	$11.50
Electronics Non-Resident (Per Item)	$20.00
Appliances per item	$11.50
RFID Replacement Card	$25.00
Live Load fee – Minimum 15-minute charge (per hour)	$75.00
Construction & Demolition (Resident & Nonresident) (per ton)	$66.50
Shingles Rate (per ton)	$125.00

Cubic Yardage Rates (in event of scale outage)

Uncompacted MSW (per CY)	$7.50
Compacted MSW (per CY)	$14.50

Brush and Green Waste	Per Ton
City of Denton Customer- Unbagged grass, leaves, and brush ≤ 12'- bagged material is not accepted	$30.00
Brush > 12'	$35.00
Non-City of Denton Customer- Brush Rate	$40.00

SOLID WASTE AND RECYCLING SERVICES DEFINITIONS AND INFORMATION

(Effective 10/01/254)

Household Hazardous Waste

Residential and multi-family household chemicals should not be placed in refuse or recycling containers. These waste materials include pesticides, herbicides, cleaning chemicals, paints, oils, etc. Residents shall contact Customer Service to schedule curbside collection. The chemicals should be kept in their original containers and placed where requested by the Customer Service staff. Residents may also dispose of household hazardous waste at the City's Home Chemical Center located at 1527 S. Mayhill Rd. during operational hours. Household hazardous waste may not be left for disposal while the facility is closed or unattended

Residential Brush Collection

4 cubic yards of brush will be collected at no charge. Accumulations in excess of 4 cubic yards will be assessed a collection fee equivalent to the hourly labor and equipment cost to collect the material. The collection fee will be assessed in 15-minute increments with a minimum charge of 15 minute.

Electronic Equipment

Televisions, monitors, video displays, laptops, similar electronic devices, and certain appliances containing CRT, LED, LCD, plasma, and other electronic displays will be charged fees for the collection, processing, recycling, and disposal of these items. Dishwashers are not included within this definition.

Appliances

Refri~~d~~gerators, freezers, air conditioners, or any appliance that contains or once contained coolant will be assessed the fees established herein for collection or disposal. Other appliances such as water heaters, stoves, clothes washers, dryers, ovens, etc. may be collected or disposed of for no charge. Dishwashers are not included within this definition.

Residential Remodeling

Residential remodeling materials include, but are not limited to; lumber, brick, fencing, drywall, and other construction materials. No materials shall exceed 8 feet in length. If the customer has over 4 cubic yards of remodeling materials for collection, the customer is required to utilize a City refuse container of adequate size to contain the materials and maintain a collection service frequency of at least once per month.

SPECIAL EVENT – CLEARSTREAM SERVICES

Clearstream containers are available for special events at no charge. they can be picked up and returned by the customer to the Solid Waste & Recycling administration office located at 1527 S. Mayhill Rd.

COMMERCIAL CART COLLECTIONS

In areas where commercial cart collection service is available, small quantity waste generators may contract for weekly cart service from the City. All refuse must be placed in the cart, and the cart set out for collection no later than 7:00 a.m. on the scheduled collection day.

Commercial Delivery / Relocation / Inaccessible / Exchange Fee / Extra Service

The fee established herein~~A fee~~ will be charged for container delivery, relocation, inaccessibility, exchange, or extra collection services.

Shared Commercial Services

The Director of Solid Waste may designate certain commercial containers as shared containers for use by multiple commercial customers. Shared container rates include a range of costs. The rate assigned may vary and fluctuate according to waste and recycling volumes and frequency of service.

Commercial Bulky Waste Collection

Commercial bulky waste is bulk material (furniture, mattresses, etc.) placed outside the dumpster or roll-off container sited at a commercial account holder's service location. Bulk waste set for disposal at commercial businesses may be collected by the City of Denton if the property owner, business owners, and/or account holder schedules a collection. A trip charge and per item fee is assessed for all collections.

Commercial Service Requirements

Equipment Uses - All equipment furnished by the City shall at all times be considered the property of the City, and not private property. Customers shall not modify the equipment or use it for any purpose other than as intended or as set forth herein. The City shall repair, as necessary, the equipment furnished. The customer, however, agrees to be solely responsible for any damages to or loss of equipment resulting from any negligent acts or misuse by the customer, customer's agents, employees, or invitees. The City may temporarily replace the size and/or type of equipment contracted with one or more pieces of equipment of equivalent capacity for the purposes of repairing the equipment. Customer agrees that the equipment is in the customer's care, custody, management or~~and~~ control at all times.

Gate Rate

All persons delivering material to the City of Denton Landfill are subject to a fee for the disposal or beneficial reuse of said material. City of Denton residents and businesses qualify for the City gate rate by providing proof of residency. Clean mixed paper, cardboard, steel and aluminum cans, glass bottles, and plastics #1-7 delivered to the recycling facility exclusively for recycling are not assessed a fee.

Right to Refuse or Deny Service

The Director of Solid Waste and Recycling of the City of Denton, or designee, is hereby authorized to deny the use of the City of Denton landfill to any customer who provides false information regarding the origin of, or the composition of the solid waste delivered for disposal to the landfill; or for safety violations committed by a customer within the landfill; or for non-compliance with verbal and written instructions provided to the customer by Solid Waste and Recycling Department personnel at the landfill; or for nonpayment of delinquent funds owed by the customer to the City of Denton, Texas; or for any violation of the law committed by the customer within the landfill; or for any non-compliance by the customer with the Texas Commission on Environmental Quality regulations or policies; or for any non-compliance by the customer with the City of Denton's Code of Ordinances or rules; or for any violation of the written landfill rules by the customer as amended and posted by the Solid Waste and Recycling Department at the entrances to the landfill.

Special Wastes

Acceptance of special waste is subject to Federal and State laws and regulations. The City of Denton has the right to refuse to accept or collect special waste at its discretion. Charges for the collection and disposal of special waste, approved by the Director of Solid Waste and Recycling, will be established based on the type of special waste, the regulatory requirements, and the cost of service for collection and disposal of the waste.

Unsecured Loads

In compliance with Texas Transportation Code, Title 7, Chapter 725,Sec.725.021(c)., solid waste loads that are not adequately covered, secured or enclosed~~/tarped~~ to prevent the material from spilling will be charged an Unsecured Load Fee and be provided a tarp and four bungie cords for the first time. Each Subsequent Load will assess an additional charge.

RADIO FREQUENCY IDENTIFICATION (RFID) REPLACEMENT CARD

All 3rd party contracted haulers utilizing the unattended lane at the City of Denton Landfill are issued an RFID card. The first card will be provided by the City; however, if a replacement card is required, a fee will be assessed to issue a new card

The State of Texas assesses a landfill surcharge (30 Texas Administrative Code 330.602), the surcharge is a pass-through charge collected on behalf of the State of Texas. Any additional

assessment or fees established by a governmental entity will be added to the disposal rates and assessed on all waste delivered to the landfill.

Contracted Commercial Disposal Rates

The Denton City Council may, at its sole discretion, approve service contracts with commercial waste haulers for disposal services at the City of Denton's landfill facility located at 1527 S. Mayhill Rd.

Miscellaneous

Pass Through: Any fees or charges established by an authorized governmental entity and applicable to the customer or the services of the customer will be a pass-through fee to the customer and added to the monthly rate stated herein.

Hourly: All hourly fees and charges established herein shall be calculated in 15 minute increments with a 15 minute minimum for the first hour.

INDEMNIFICATION AND HOLD HARMLESS

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS AT THE SERVICE LOCATION, AND ANY AND ALL CLAIMS MADE BY ANY OTHER PERSON HAVING AN INTEREST IN THE PROPERTY SITUATED AT THE SERVICE LOCATION, FOR ANY LOSS, DAMAGE, OR DETERIORATION OF THE PAVEMENT, SURFACE, SUBSURFACE MATERIALS, OR SIMILAR FACILITIES AT THE SERVICE LOCATION BY REASON OF USE THEREOF BY THE CITY'S TRUCKS THAT ARE USED TO SERVICE THE EQUIPMENT. CUSTOMER FURTHER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF DENTON, TEXAS, FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGES RELATED TO THE FURNISHING OF SOLID WASTE AND RECYCLING SERVICES PERFORMED BY THE CITY IN SERVICING SINGLE- AND MULTI-FAMILY LIVING FACILITIES AS WELL AS COMMERCIAL ENTITIES.

SECTION 2. The Director of Solid Waste and Recycling of the City of Denton, or designee, is hereby authorized to deny the use of the City of Denton landfill to any customer who provides false information regarding the origin of, or the composition of the solid waste delivered for disposal to the landfill; or for safety violations committed by a customer within the landfill; or for non-compliance with verbal and written instructions provided to the customer by Solid Waste and Recycling Department personnel at the landfill; or for nonpayment of delinquent funds owed by the customer to the City of Denton, Texas; or for any violation of the law committed by the customer within the landfill; or for any non-compliance by the customer with the Texas Commission on Environmental Quality regulations or policies; or for any non-compliance by the customer with the City of Denton's Code of Ordinances or rules; or for any violation of the written landfill rules by the customer as amended and posted by the Solid Waste and Recycling Department at the entrances to the landfill.

SECTION 3. It is in the public interest that the provisions of Sections 26-3, 26-4, 26-5, 26-7, 26-8(a), and 26-9 of Article I of Chapter 26 of the City of Denton Code of Ordinances shall expressly apply to City of Denton Solid Waste and Recycling services.

SECTION 4. Ordinance 22-1855 is hereby repealed. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase, or word in this ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 6. This ordinance shall become effective, charged, and applied to all solid waste and recycling services rendered by the City of Denton on and after October 1, 2023; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____

~~Paul Meltzer~~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 _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ESTABLISHING THE RATES FOR SOLID WASTE AND RECYCLING COLLECTION SERVICE**;** REPEALING ORDINANCE NO. 24-238; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. The rates, fees, and charges for Solid Waste and Recycling collection services as established as follows:

SOLID WASTE AND RECYCLING RATE SCHEDULES

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Solid Waste and Recycling Services Definitions	8

RESIDENTIAL REFUSE & RECYCLING COLLECTION SERVICES
(Effective 10/01/25)

Units/Accounts eligible for Residential collection services accounts are defined as: A single-family detached dwelling unit, each unit of a duplex, triplex, or quadraplex, or any single unit or living space in which an individual or single family resides. Residential collection services are not available to residents of apartments, dormatories, or other multifamily housing units.

Carts are collected weekly on a date and at a time assigned by the City of Denton. All refuse must be contained and secured within a plastic bag prior to deposit within the refuse cart and the lid must be fully closed. Recycling materials shall not be bagged when placed in the recycling cart and the lid must be fully closed. All carts must be placed at the curb by 7:00 a.m. on the scheduled collection day. Residential accounts are billed monthly.

To receive any residential service, a resident shall contact Customer Service a minimum of one business day prior to their scheduled collection day.

Residential Collection Services Within City Limits	Monthly Rate
65 Gallon Refuse & Recycling Cart	$20.82
95 Gallon Refuse & Recycling Cart	$25.42
Additional Large Refuse Cart	$16.82
Additional Recycling Cart (each cart in excess of 2)	$15.23
Bag Outside Cart Fee – limit to no more than five (5) weekly, weighing no more than 50 pounds each.	$5.00

Residential Collection Services Outside City Limits	Monthly Rate
65 Gallon Refuse & Recycling Cart	$30.69
95 Gallon Refuse & Recycling Cart	$32.00
Additional Large Refuse Cart	$16.82
Additional Recycling Cart (each cart in excess of 2)	$15.23
Bag Outside Cart Fee - limit to no more than five (5) weekly, weighing no more than 50 pounds each.	$5.00

Residential Service Fees	Fee
Bulk Waste Collection – per item, in excess of 2 items per collection Items must be called in to receive this rate	$5.00
Brush Collection – per staff hour, in excess of 4 cubic yards	$75.00
Appliances and Electronics Collection (per item) Dishwashers are **not** considered an appliance or an electronic device for the purposes of this ordinance	$20.00
Residential Remodeling – per CY – (4 CY maximum)– this includes excess bulk at the curb in excess of what was called in. Waste in excess of 4 CY must be placed in a dumpster or roll-off container (contracted through the City of Denton) to be collected.	$25.00

Yard Waste Cart – per cart purchase	$20.00
Cart Redelivery • Change-out fee – for the next service day	$50.00

COMMERCIAL REFUSE AND RECYCLING COLLECTION SERVICES

(Effective 10/01/25)

New commercial business development and redevelopment will be provided commercial refuse and recycling services as outlined in the Denton Development Code and Site Plan Criteria Manual.

Pursuant to the City of Denton Code of Ordiances, Chapter 24, the City of Denton is the exclusive provider of commercial refuse service in the City of Denton.

Refuse and recyclables will be collected in city provided or city-approved containers only.

Pursuant to the City of Denton Code of Ordinances, Chapter 24, the City of Denton is a provider of commercial recycling service in the City of Denton. Operators may contract with any provider to collect, transport, and process their recyclable material.

Only recyclable materials accepted by the City shall be deposited in the City's recycling containers. The owner/manager of all commercial businesses is responsible for notifying their employees/personnel of proper recycling procedures.

Refuse & Recycling Rates

Commercial Cart Service

One Pair Refuse & Recycling Carts	$33.75
Additional Refuse Cart	$20.05
Additional Recycling Cart	$15.23

Front Load and Side Load Refuse Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	$75.27	$150.54	$225.81	$301.08	$376.35	$451.62
4 CY	$100.36	$200.72	$301.08	$401.44	$501.80	$602.16
6 CY	$150.54	$301.08	$451.62	$602.16	$752.70	$903.24
8 CY	$200.73	$401.46	$602.19	$802.92	$1,003.65	$1,200.38

Front Load and Side Load Recycling Service

Size	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
3 CY	$64.74	$129.48	$194.22	$258.96	$323.70	$388.44
4 CY	$86.32	$172.64	$258.96	$345.28	$431.60	$517.92
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Front Load and Side Load Shared Service

Refuse Service (Per CY)	$25.09
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Tier 1 – Offices and Residential	$24.70
Tier 2 – Small Retail Stores and Bars (no food)	$74.16
Tier 3 – Large Retail Stores, Bars (with food), and Small Restaurants	$148.75
Tier 4 – Medium Sized Restaurants (limited service)	$289.50
Tier 5 – Large Sized Restaurants (full service)	$460.00

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Front Load Compactor Service (Per CY)	$75.27
30 Cubic Yard Self Contained Compactor	$450.00
42 Cubic Yard Stationary Compactor	$650.00
Container Service Fee (Each Haul)	$300.00

Roll-Off Container Rates

Container Rental (Monthly)	$170.00
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Monthly Service Fee (3 CY 1 x week)	$374.13
Extra Empty	$240.00

Commercial Service Fees

Delivery (Applicable to Front Load Only)•Relocation•Inaccessible•Extra Empty•Exchange	$75.00
Redelivery•Same Day Service Fee	$50.00
Dumpster Lock Installation (one-time fee)	$20.00
Temporary Container Service Rental Fee Per Month	$80.00
Temporary Container Service Per Empty Fee	$120.00
Damaged Containers	Repl. Cost
Bulk Waste Collection – Trip Fee	$20.00
Bulk Waste Collection – Per Item Collection Fee limit of 5	$5.00
Yard Waste Service – Per Staff Hour (with a 15 minute minimum charge)	$75.00/hour

PROCESSING AND DISPOSAL SERVICES

(Effective 10/01/25)

Landfill Rates (per ton)	Per Ton
Gate Rate (City of Denton Residents/Businesses)	$45.50
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City Hauled Disposal Rate (Open Top & Compactors)	$41.50
City of Denton Department Rate	$26.00
Sludge, Dewatered	$61.50
Clean Concrete	$23.50
Special Waste (must be pre-approved by City of Denton)	Varies

Minimum Charge (per load)	$26.50
After Hour Fee	$120.00
(First) Unsecured Loads	$25.00
(Subsequent) Unsecured Loads	30.00
Electronics Residents (Per Item)	$11.50
Electronics Non-Resident (Per Item)	$20.00
Appliances per item	$11.50
RFID Replacement Card	$25.00
Live Load fee – Minimum 15-minute charge (per hour)	$75.00
Construction & Demolition (Resident & Nonresident) (per ton)	$66.50
Shingles Rate (per ton)	$125.00

Cubic Yardage Rates (in event of scale outage)	
Uncompacted MSW (per CY)	$7.50
Compacted MSW (per CY)	$14.50

Brush and Green Waste	Per Ton
City of Denton Customer- Unbagged grass, leaves, and brush ≤ 12'- bagged material is not accepted	$30.00
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4 cubic yards of brush will be collected at no charge. Accumulations in excess of 4 cubic yards will be assessed a collection fee equivalent to the hourly labor and equipment cost to collect the material. The collection fee will be assessed in 15-minute increments with a minimum charge of 15 minutes.

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Residential remodeling materials include, but are not limited to; lumber, brick, fencing, drywall, and other construction materials. No materials shall exceed 8 feet in length. If the customer has over 4 cubic yards of remodeling materials for collection, the customer is required to utilize a City refuse container of adequate size to contain the materials and maintain a collection service frequency of at least once per month.

Special Event – Clearstream Services

Clearstream containers are available for special events at no charge. they can be picked up and returned by the customer to the Solid Waste & Recycling administration office located at 1527 S. Mayhill Rd.

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In areas where commercial cart collection service is available, small quantity waste generators may contract for weekly cart service from the City. All refuse must be placed in the cart, and the cart set out for collection no later than 7:00 a.m. on the scheduled collection day.

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Special Wastes

Acceptance of special waste is subject to Federal and State laws and regulations. The City of Denton has the right to refuse to accept or collect special waste at its discretion. Charges for the collection and disposal of special waste, approved by the Director of Solid Waste and Recycling, will be established based on the type of special waste, the regulatory requirements, and the cost of service for collection and disposal of the waste.

Unsecured Loads

In compliance with Texas Transportation Code, Title 7, Chapter 725,Sec.725.021(c)., solid waste loads that are not adequately covered, secured or enclosed to prevent the material from spilling will be charged an Unsecured Load Fee and be provided a tarp and four bungie cords for the first time. Each Subsequent Load will assess an additional charge.

RADIO FREQUENCY IDENTIFICATION (RFID) REPLACEMENT CARD

All 3rd party contracted haulers utilizing the unattended lane at the City of Denton Landfill are issued an RFID card. The first card will be provided by the City; however, if a replacement card is required, a fee will be assessed to issue a new card

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Contracted Commercial Disposal Rates

The Denton City Council may, at its sole discretion, approve service contracts with commercial waste haulers for disposal services at the City of Denton's landfill facility located at 1527 S. Mayhill Rd.

Miscellaneous

Pass Through: Any fees or charges established by an authorized governmental entity and applicable to the customer or the services of the customer will be a pass-through fee to the customer and added to the monthly rate stated herein.

Hourly: All hourly fees and charges established herein shall be calculated in 15 minute increments with a 15 minute minimum for the first hour.

INDEMNIFICATION AND HOLD HARMLESS

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS AT THE SERVICE LOCATION, AND ANY AND ALL CLAIMS MADE BY ANY OTHER PERSON HAVING AN INTEREST IN THE PROPERTY SITUATED AT THE SERVICE LOCATION, FOR ANY LOSS, DAMAGE, OR DETERIORATION OF THE PAVEMENT, SURFACE, SUBSURFACE MATERIALS, OR SIMILAR FACILITIES AT THE SERVICE LOCATION BY REASON OF USE THEREOF BY THE CITY'S TRUCKS THAT ARE USED TO SERVICE THE EQUIPMENT. CUSTOMER FURTHER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF DENTON, TEXAS, FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGES RELATED TO THE FURNISHING OF SOLID WASTE AND RECYCLING SERVICES PERFORMED BY THE CITY IN SERVICING SINGLE- AND MULTI-FAMILY LIVING FACILITIES AS WELL AS COMMERCIAL ENTITIES.

SECTION 2. The Director of Solid Waste and Recycling of the City of Denton, or designee, is hereby authorized to deny the use of the City of Denton landfill to any customer who provides false information regarding the origin of, or the composition of the solid waste delivered for disposal to the landfill; or for safety violations committed by a customer within the landfill; or for non-compliance with verbal and written instructions provided to the customer by Solid Waste and Recycling Department personnel at the landfill; or for nonpayment of delinquent funds owed by the customer to the City of Denton, Texas; or for any violation of the law committed by the customer within the landfill; or for any non-compliance by the customer with the Texas Commission on Environmental Quality regulations or policies; or for any non-compliance by the customer with the City of Denton's Code of Ordinances or rules; or for any violation of the written landfill rules by the customer as amended and posted by the Solid Waste and Recycling Department at the entrances to the landfill.

SECTION 3. It is in the public interest that the provisions of Sections 26-3, 26-4, 26-5, 26-7, 26-8(a), and 26-9 of Article I of Chapter 26 of the City of Denton Code of Ordinances shall expressly apply to City of Denton Solid Waste and Recycling services.

SECTION 4. Ordinance 24-238 is hereby repealed as of the effective date of this Ordinance. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase, or word in this ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 6. This ordinance shall become effective, charged, and applied to all solid waste and recycling services rendered by the City of Denton on and after October 1, 2025; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
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 _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY

Susan Keller Digitally signed by Susan Keller Date: 2025.09.08 21:52:36 -05'00'

BY: _____

File #: ID 25-1631, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

Below is a summary of the proposed rate changes for the Library ordinance:

- Lost DVD or Music CD, increase from $6.00 to $7.00
- Damaged DVD or Music case, increase from $1.50 to $2.00
- Lost or damaged RFID tag, increase from $0.50 to $1.00
- Lost or damaged Discovery Kit container, increase from $10.00 to $15.00
- 3-D Printing, increase from to $.075 per gram ($0.75 per 10 grams) to $0.20 per gram

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Library Redline Rate Ordinance
Exhibit 3 – Library Rate Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
940-349-7899

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.

WHEREAS, the City Council wishes to establish a Schedule of Fees associated with the Denton Public Library, specifically for lost or damaged library books and materials, library cards, utilization of collection agencies, printing and copying, and retail or for the sale of supplies to library patrons; and

WHEREAS, all fees assessed under this Ordinance have been comprehensively reviewed, are fair and reasonable, and do not exceed a reasonable cost to the City to provide library services to the public; and

WHEREAS, after said review, the City Council deems it in the best interest of the City to establish the Schedule of Fees associated with the Denton Public Library, as set forth in Exhibit "A," attached hereto; 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 "Schedule of Fees" is set forth in Exhibit "A," which said exhibit is incorporated herein, as though set forth in full, and is hereby adopted.

SECTION 3. The provisions of this ordinance are severable, and the invalidity of any phrase or part of this Ordinance shall not affect the validity or effectiveness of the remainder of this Ordinance.

SECTION 4. Ordinance Number ~~2021-859~~22-1968 and all other prior conflicting fee schedules 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.

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:	_____	_____	_____	_____
~~Jesse Davis~~Suzi Rumohr, District 3:	_____	_____	_____	_____
~~Alison Maguire~~Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
~~Chris Watts~~Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, ~~2022~~2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
~~ROSA RIOS~~LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Denton Public Library
~~2022~~2025-~~2023~~ 2026 Schedule of Fees

Lost or Damaged Item Fees *Loss or damage to library materials*	
Lost DVD or Music CD case (complete)	$~~6.00~~7.00
Lost Audiobook Case (complete)	$12.50
Damaged DVD or Music case	$~~1.50~~2.00
Damaged Audiobook case	$8.00
Damaged or missing barcode	$1.00
Lost or damaged RFID tag	$~~0.50~~1.00
Lost or damaged CD/DVD/Audiobook cover/insert	$3.00
Lost or damaged audiobook CD	$10.00 per CD
Lost or damaged Discovery Kit container	$~~10.00~~15.00
Lost or damaged ILL Strap	$2.50
Lost or ruined Discovery Kit components	$5.00, $10.00, $20.00, $40.00, $60.00, $80.00, or $100.00 per item as indicated in each Discovery Kit
Lost or ruined materials	Cost for item as noted in the item record

Library Cards and Account Fees *Fees for replacement cards and non-resident accounts*	
Replacement card	$2.00
Non-resident card	$50/year or $25/6 months

Collection Agency Fees *Fees for collection agency contacting patron regarding outstanding charges*	
Accrued charges between $10.00 and $24.99	$3.25
Accrued charges $25 and over	$9.85

Printing and Copying Costs *Fees for printing and copying*	
Black & White Printing	$0.10/page
Color Printing	$0.25/page
Black & White Copies	$0.10/page
3D Printing	$0.~~75~~20/~~10~~ gram~~s~~

Makerspace Material Costs *Fees for makerspace material supplies*	
Laminating	$0.50/linear foot
Miscellaneous Materials	$1.00, $2.50, $5.00, $10.00, $15.00, $20.00, or $25.00 per item as indicated on displayed sample materials

Retail* *Sale of supplies to the public*	
USB drive	$5.00
Earbuds	$1.00

**Sales taxes apply to retail sale items.*

ORDINANCE NO. _____

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.

WHEREAS, the City Council desires to establish a Schedule of Fees associated with the Denton Public Library, specifically for lost or damaged library books and materials, library cards, utilization of collection agencies, printing and copying, and retail or for the sale of supplies to library patrons; and

WHEREAS, all fees assessed under this Ordinance have been comprehensively reviewed, are fair and reasonable, and do not exceed a reasonable cost to the City to provide library services to the public; and

WHEREAS, after review and consideration, the City Council deems it in the best interest of the City to establish the Schedule of Fees associated with the Denton Public Library, as set forth in Exhibit "A," attached hereto; 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 "Schedule of Fees" is set forth in Exhibit "A," which said exhibit is incorporated herein, as though set forth in full, and is hereby adopted.

SECTION 3. The provisions of this ordinance are severable, and the invalidity of any phrase or part of this Ordinance shall not affect the validity or effectiveness of the remainder of this Ordinance.

SECTION 4. Ordinance Number 22-1968 and all other prior conflicting fee schedules 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.

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: Susan Keller Digitally signed by Susan Keller Date: 2025.09.08 21:52:36 -05'00'

Denton Public Library
2025-2026 Schedule of Fees

Lost or Damaged Item Fees *Loss or damage to library materials*

Lost DVD or Music CD case (complete)	$7.00
Lost Audiobook Case (complete)	$12.50
Damaged DVD or Music case	$2.00
Damaged Audiobook case	$8.00
Damaged or missing barcode	$1.00
Lost or damaged RFID tag	$1.00
Lost or damaged CD/DVD/Audiobook cover/insert	$3.00
Lost or damaged audiobook CD	$10.00 per CD
Lost or damaged Discovery Kit container	$15.00
Lost or damaged ILL Strap	$2.50
Lost or ruined Discovery Kit components	$5.00, $10.00, $20.00, $40.00, $60.00, $80.00, or $100.00 per item as indicated in each Discovery Kit
Lost or ruined materials	Cost for item as noted in the item record

Library Cards and Account Fees *Fees for replacement cards and non-resident accounts*

Replacement card	$2.00
Non-resident card	$50/year or $25/6 months

Collection Agency Fees *Fees for collection agency contacting patron regarding outstanding charges*

Accrued charges between $10.00 and $24.99	$3.25
Accrued charges $25 and over	$9.85

Printing and Copying Costs *Fees for printing and copying*

Black & White Printing	$0.10/page
Color Printing	$0.25/page
Black & White Copies	$0.10/page
3D Printing	$0.20/gram

Makerspace Material Costs *Fees for makerspace material supplies*

Laminating	$0.50/linear foot
Miscellaneous Materials	$1.00, $2.50, $5.00, $10.00, $15.00, $20.00, or $25.00 per item as indicated on displayed sample materials

Retail* *Sale of supplies to the public*

USB drive	$5.00
Earbuds	$1.00

**Sales taxes apply to retail sale items.*

File #: ID 25-1633, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

Below is a summary of the proposed rates for the Police ordinance:

- Basic Peace Officer Training Academy – $2,300
- 50-Yard Firearm Range – $500 / 4 hour block
- 100-Yard Firearm Range – $300 / 4 hour block
- Co-Sponsorship/In-Kind Special Event Pay Rates
    - Police Officer – $85 per hour
    - Police Supervisor – $100 per hour
    - Lieutenant/Commander – $115 per hour
    - Non-Sworn/Professional Staff – $40/hour (New)
    - Dispatcher – Monitor Radio Channel – $45/hour (New)
- Record Management Fees
    - Solicitor Permit - $20
    - Alarm Permit - $50
    - Records – Fingerprinting (3 Card) - $20
    - Records – Fingerprinting (additional 2 cards for a maximum of 5) - $10
    - Police Records (Incident/Offense/Arrest Reports) - $0.20 per page
    - Police Records (Affidavits/Background) - $10 each
    - Certified on any document - $2 each
    - Traffic Police Reports Fee (CRASH Report) - $6 each

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Police Redline Rate Ordinance
Exhibit 3 - Police Rate Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Finance Director
940-349-8127

ORDINANCE NO. ___

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.

WHEREAS, said schedule of fees has been determined after confirming that the fees recover costs expended to operate facilities; and

WHEREAS, the City Council finds that the fees imposed by the attached Police Department Fee Schedule are in 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. The Schedule of Fees set forth in Exhibit A attached hereto and made a part hereof for all purposes, is hereby adopted and shall be effective October 1, ~~2024~~2025.

SECTION 3. The provisions of this ordinance are severable, and the invalidity of any phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance. If any section, subsection, paragraph, sentence, phrase or word in this ordinance, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance, and City Council of the City of Denton, Texas hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 4. All other prior conflicting fee schedules 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.

SECTION 5. This ordinance shall become effective immediately after 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**
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____

~~Paul Meltzer~~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 _____, ~~2024~~2025.

_____

GERARD HUDSPETH, MAYOR

ATTEST:

LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: _____

Exhibit "A"

Denton Police Department Fee Schedule
General Fund
Effective October 1, ~~2024~~2025

Public Safety Training Center	~~FY 2024-25~~
Classroom	$100/day
Defensive Tactics Room	$150/day
Tactical Simulation Area	$150/day
Force Simulator	$200/day
Operator for Simulators	$100/day
K9 Class – Working Spot (Includes Canine and Participation)	$250/class
K9 Class – Audit (No Canine, Observe Only)	$100/class
Basic Peace Officer ~~Training Academy~~Course Tuition	$~~1,250~~2,300

Firearms Range	~~FY 2024-25~~
~~Range usage~~50-Yard Range (minimum 4-hour block)	$~~150~~500/~~day~~4-hour block
100-Yard Range (minimum 4-hour block)	$300/4-hour block

Firearm range is subject to the availability of scheduling and approval of DPD range staff, the organization will have access to the firearms range but must provide its own materials (e.g., glue, cardboard, targets, ammunition, hearing and vision protection, and weapon cleaning supplies).

Off Duty/Private Event Fees*	~~FY 2024-25~~
Police Officer	$65/hour minimum
Police Sergeant/Supervisor	$80/hour minimum
Lieutenant/Commander	$95/hour minimum
Holiday/Short Notice - Officer	$75/hour minimum
Holiday/Short Notice - Supervisor	$90/hour minimum
Marked Police Vehicle	$23/hour minimum
Administrative Fee	10.5% of hourly rate~~*~~

* The Denton Police Department contracts with a vendor to provide work opportunities for off-duty officers. The Police Department sets the above minimum fees for off-duty officers. Actual rates are subject to availability and acceptance by the off-duty officers. The administrative fee is a

percentage of the hourly rate for the requested event, currently set at 10.5%. The vendor handles all intake of off-duty police officer requests, scheduling through their software, invoicing, and payment to the officers. Additionally, supplemental insurance is provided for both the event requesting an officer and for the officer working in an off-duty capacity.~~*The administrative fee is charged by our contracted vendor, Extra Duty Solutions, to those requesting a police officer to work a private event. The fee charged is a percentage of the hourly rate being charged for the requested event, currently set at 10.5%. Extra Duty Solutions now handles all intake of off duty police officer requests, scheduling through their App, invoicing, and payment to the officers. Additionally, supplemental insurance is provided for both the event requesting an officer and for the officer working in an off-duty capacity.~~

~~Dispatcher Off Duty/Private Event Fee~~	~~FY 2024-25~~
~~Dispatcher – Monitor Radio Channel~~	~~$30/hour~~

Co-Sponsorship/In-Kind ~~Special~~ Event Fees	~~FY 2024-25~~
Police Officer	$~~65~~85/hour
Police Sergeant/Supervisor	$~~80~~100/hour
Police Lieutenant/Commander	$~~95~~115/hour
Non-Sworn/Professional Staff	$40/hour
Dispatcher – Monitor Radio Channel	$45/hour

Records Management Fees	
Police Escort Operator Permit	$160/annually
Chauffer's License	$50/annually
Solicitor Permit	$20.00
Alarm Permit	$50/annually
Records - Fingerprinting (3 cards) Additional 2 cards for max of 5 total	$20.00 $10.00
Police Records (Incident/Offense/Arrest Reports) – per page	$0.20 ($1.00 minimum)
Police Records (Affidavits/Backgrounds)	$10.00
Certified on any document	$2.00
Traffic Police Reports Fee (CRASH Report)	$6.00
Towing Administration Fee	$15.00
Towing Permit Fee (Incident Management)	$300.00/annual
Towing Permit Fee (Private Property)	$300.00/annual
Towing Permit Fee (Combined Tow)	$500.00/annual
Towing Permit Fee (Additional Truck)	$100.00/annual
Towing Permit Fee (Reinspection)	$100.00/each
Towing Permit Fee (Additional Tow Operator)	$30.00/annual

Towing Permit Fee (Replacement Sticker/Badge)	$15.00/each
Towing Permit Fee (Booting Permit)	$200.00/annual
Towing Permit Fee (Tow Company/Booting Permit Appeal)	$100.00/each
Towing Permit Fee (Tow Operator Appeal)	$50.00/each

ORDINANCE NO. 25-1633

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.

WHEREAS, said schedule of fees has been determined after confirming that the fees recover costs expended to operate facilities; and

WHEREAS, the City Council finds that the fees imposed by the attached Police Department Fee Schedule are in 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. The Schedule of Fees set forth in Exhibit A attached hereto and made a part hereof for all purposes, is hereby adopted and shall be effective October 1, 2025.

SECTION 3. The provisions of this ordinance are severable, and the invalidity of any phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance. If any section, subsection, paragraph, sentence, phrase or word in this ordinance, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance, and City Council of the City of Denton, Texas hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 4. All other prior conflicting fee schedules 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.

SECTION 5. This ordinance shall become effective immediately after 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: Susan Keller Digitally signed by Susan Keller Date: 2025.09.08 21:52:36 -05'00'

Exhibit "A"

Denton Police Department Fee Schedule
General Fund
Effective October 1, 2025

Public Safety Training Center	
Classroom	$100/day
Defensive Tactics Room	$150/day
Tactical Simulation Area	$150/day
Force Simulator	$200/day
Operator for Simulators	$100/day
K9 Class – Working Spot (Includes Canine and Participation)	$250/class
K9 Class – Audit (No Canine, Observe Only)	$100/class
Basic Peace Officer Course Tuition	$2,300

Firearms Range	
50-Yard Range (minimum 4-hour block)	$500/4-hour block
100-Yard Range (minimum 4-hour block)	$300/4-hour block

Firearm range is subject to the availability of scheduling and approval of DPD range staff, the organization will have access to the firearms range but must provide its own materials (e.g., glue, cardboard, targets, ammunition, hearing and vision protection, and weapon cleaning supplies).

Off Duty/Private Event Fees*	
Police Officer	$65/hour minimum
Police Sergeant/Supervisor	$80/hour minimum
Lieutenant/Commander	$95/hour minimum
Holiday/Short Notice - Officer	$75/hour minimum
Holiday/Short Notice - Supervisor	$90/hour minimum
Marked Police Vehicle	$23/hour minimum
Administrative Fee	10.5% of hourly rate

* The Denton Police Department contracts with a vendor to provide work opportunities for off-duty officers. The Police Department sets the above minimum fees for off-duty officers. Actual rates are subject to availability and acceptance by the off-duty officers. The administrative fee is a percentage of the hourly rate for the requested event, currently set at 10.5%. The vendor handles all intake of off-duty police officer requests, scheduling through their software, invoicing, and payment to the officers. Additionally, supplemental insurance is provided for both the event requesting an officer and for the officer working in an off-duty capacity.

Co-Sponsorship/In-Kind Event Fees	
Police Officer	$85/hour
Police Sergeant/Supervisor	$100/hour
Police Lieutenant/Commander	$115/hour
Non-Sworn/Professional Staff	$40/hour
Dispatcher – Monitor Radio Channel	$45/hour

Records Management Fees	
Police Escort Operator Permit	$160/annually
Chauffer's License	$50/annually
Solicitor Permit	$20.00
Alarm Permit	$50/annually
Records - Fingerprinting (3 cards) Additional 2 cards for max of 5 total	$20.00 $10.00
Police Records (Incident/Offense/Arrest Reports) – per page	$0.20 ($1.00 minimum)
Police Records (Affidavits/Backgrounds)	$10.00
Certified on any document	$2.00
Traffic Police Reports Fee (CRASH Report)	$6.00
Towing Administration Fee	$15.00
Towing Permit Fee (Incident Management)	$300.00/annual
Towing Permit Fee (Private Property)	$300.00/annual
Towing Permit Fee (Combined Tow)	$500.00/annual
Towing Permit Fee (Additional Truck)	$100.00/annual
Towing Permit Fee (Reinspection)	$100.00/each
Towing Permit Fee (Additional Tow Operator)	$30.00/annual
Towing Permit Fee (Replacement Sticker/Badge)	$15.00/each
Towing Permit Fee (Booting Permit)	$200.00/annual
Towing Permit Fee (Tow Company/Booting Permit Appeal)	$100.00/each
Towing Permit Fee (Tow Operator Appeal)	$50.00/each

File #: ID 25-1637, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

Staff conducted a review of the Fire Department schedule of fees and updated the schedule to include fees for Fire Department EMS, prevention, training, permits, hazardous materials, gas leaks, and personnel requested for special events.

Below is a summary of the proposed rate changes to the Fire Department schedule of fees:

EMS Fees

Basic Life Support – Increasing from $787 to $944.
Advanced Life Support – Increasing from $855 to $1,026.
Advanced Life Support 2 – Increasing from $900 to $1,080.
Pharmaceuticals – Various increases ranging from $0.25 to $100.35 based on the cost of the medications.
Emergency Standby –Paramedic increasing $15, Medical Assistance increasing $100.
Lift Assistance – New fee to provide non-emergency lift service to nursing homes and medical facilities.

Fire Prevention

Reinspection Fees - Clarifying language to distinguish between first and subsequent inspection fees.
Reinspection Fees - Increasing subsequent inspection fees by $25-$50 based on square footage.

Training Facilities

Tower Burns – Increasing various fees related to tower rental, materials, and related training courses.

Operational Permits

Temporary Membrane Structures & Tents – Adding this existing fee under operational permits (currently under construction permits) to provide additional clarification on when it applies.

Hazardous Materials

Hazardous Materials – Increasing various equipment, supply, and vehicle fees related to hazardous materials.

Gas Leaks

Gas Leaks – Adding a new fee related to emergency standby for gas leaks. The fee is based on the number of hours and types of units on the scene.

Special Events

Updating special event fees for personnel to the following rates:

Firefighter	$ 68.00
Driver	$ 80.00
Lieutenant	$ 88.00
Captain	$ 96.00
Battalion Chief	$ 108.00
Emergency Management Program Manager	$ 154.00
Emergency Management Specialist	$ 90.00
Deputy Fire Marshal I	$ 91.00
Deputy Fire Marshal II	$ 113.00
40hr Lieutenant	$ 125.00
40hr Captain	$ 136.00
40hr Battalion Chief	$ 154.00
Assistant Fire Marshal	$ 136.00
Fire Marshal	$ 154.00
Ambulance Standby (Apparatus Only)	$ 50.00

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Fire Fee Schedule Redline Ordinance
Exhibit 3 - Fire Fee Schedule Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
940-349-8127

ORDINANCE NO. ~~22-1967~~

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.

WHEREAS, the City Council of the City of Denton has been presented with a new Denton Fire Department Fee Schedule which is attached hereto and made a part hereof as Exhibit "A" (the "Fire Fee Schedule"); and

WHEREAS, the Fire Fee Schedule has been determined after confirming that the fees recover costs expended to operate applicable fire facilities and services; and

WHEREAS, the City Council finds that the fees imposed by the attached Fire Fee Schedule are in 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. The Fire Fee Schedule set forth in Exhibit "A" attached hereto and incorporated herein as though set forth in full, is hereby adopted and approved.

SECTION 3. The provisions of this ordinance are severable, and the invalidity of any phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance. If any section, subsection, paragraph, sentence, phrase or word in this ordinance, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance, and City Council of the City of Denton, Texas hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 4. All other prior conflicting fee schedules 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.

SECTION 5. This ordinance shall become effective immediately after 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:	_____	_____	_____	_____
~~Jesse Davis~~Suzi Rumohr, District 3:	_____	_____	_____	_____
~~Alison Maguire~~Joe Holland, District 4:	_____	_____	_____	_____

Brandon Chase McGee, At Large Place 5: _____ _____ _____ _____

~~Chris Watts~~Jill Jester, At Large Place 6: _____ _____ _____ _____

PASSED AND APPROVED this the _____ day of _____, ~~2022~~2025.

_____

GERARD HUDSPETH, MAYOR

ATTEST:

~~ROSA RIOS~~LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: _____

EXHIBIT "A"

Fire Department Fee Schedule
General Fund
Effective October 1, ~~2024~~2025

Emergency Medical Services (EMS)

EMS Procedures		
Advanced Life Support (ALS) 1 Emergency Base Rate	$	~~855.00~~1026.00
ALS 2 Emergency Base Rate	$	~~900.00~~1080.00
ALS Supplies- Intubation	$	900.00
ALS Supplies- IO Infusion	$	100.00
ALS Supplies-Surgical Airway	$	262.25
Basic Life Support (BLS)Base Rate	$	314.75
EKG Interpretation	$	~~787.00~~944.00
IV-Administration / Therapy	$	260.00
Medical Records Request	$	258.00
Oxygen Administration & Supplies	$	40.00
Transport Mileage per mile	$	119.00
Treatment/ No Transportation ALS	$	15.00
Treatment/ No Transportation BLS	$	200.00
EMS Medications		
Acetaminophen Elixer 160 mg/5ml	$	2.59
Adenocard 6 MG/2ML ANSYR Syringe	$	~~5.45~~17.50
~~Alcaine 15 ML~~	~~$~~	~~7.20~~
~~Amidate 40 MG 20 ML~~	~~$~~	~~31.20~~
Amiodarone 150mg, 3ml vial	$	10.08
~~Anectine (Succinylcholine) 200 MG~~	~~$~~	~~30.55~~
Aspirin Children's Chewable 81 MG	$	0.39
Atropine 1MG 10ML	$	~~13.24~~16.50
Calcium Gluconate, 100 mg/ml, 10 ml	$	~~15.31~~15.90
Cyanokit (Hydroxocobalamin)	$	~~1073.65~~1174.00
Dextrose 10% 25GM 250ML Bag	$	~~8.44~~19.00
Dextrose 25% 10ML Pre-Filled Syringe	$	~~12.21~~18.50
Dextrose 50% 25GM 50ML	$	17.10
Diltiazem 25 mg, 5 ml vial	$	7.24
Diphenhydramine 50 MG	$	~~1.29~~3.60
Epinephrine 1:1000 1 ML AMPULE	$	~~17.99~~25.80
Epinephrine 1:10000 1MG 10ML	$	~~8.65~~12.40
Fentanyl	$	3.96
Furosemide 40MG 4ML	$	~~13.73~~17.00
Glucagon 1 MG Lilly Kit Red Box	$	207.10

~~Haloperidol lactate 5MG/ML 1ML~~	~~$~~	~~8.36~~
Insta-Glutose 31GM 15GM	$	4.61
Ipratropium bromide 0.5Mg/Albuterol 3.0MG	$	0.39
Ketamine 50mg/ml, 10 ml vial	$	13.73
~~Labetalol 100 mg, 20 ml vial~~	~~$~~	~~10.38~~
Lidocaine 2% 100MG 5ML Luer Jet	$	24.45
Lidocaine 2% 5ML Jelly	$	9.04
Magnesium Sulfate 1GM 2ml 5GM, 10ml	$	3.98
~~Meloxicam~~	~~$~~	~~3.01~~
Metoclopramide 5mg/ml, 2ml	$	~~1.65~~1.90
Midazolam 1 Mg/ML	$	2.06
Morphine sulfate	$	2.81
Naloxone 2MG 2ML	$	40.26
Nitro Single Dose Packet-GoNitro .4MG	$	6.51
Nitro spray 90 0.4 MG Metered Dose	$	~~1.87~~2.27
Ondansetron 4MG 2ML Vial	$	2.06
Ondansetron ODT 4mg tablet	$	0.39
~~Oxymetazoline (Afrin)~~	~~$~~	~~6.53~~
~~Prednisone~~	~~$~~	~~0.25~~
Promethazine 25MG	$	~~2.26~~2.55
~~Racemic Epinephrine .5ml~~	~~$~~	~~2.07~~
Rocuronium 10MG/ML, 10ML Vial	$	10.10
Sodium bicarbonate 8.4% 50ML	$	~~15.00~~19.70
~~Solu-Medrol 125mg, 2ml~~	~~$~~	~~14.06~~
~~Succinylcholine~~	~~$~~	~~30.55~~
Thiamine 100Mg/ML 2ML	$	13.37
Tranexamic Acid 100 mg/ml, 10 ml vial	$	36.52
Vecuronium 10 ML	$	26.69

Emergency Standby

Ambulance Standby	$	150.00

The city shall charge an Emergency Ambulance Standby fee of $150.00 per hour with a four hour minimum for the use of ~~any~~ two City of Denton emergency paramedics and ambulance for standby at special events such as football games, rodeos, concerts etc. If any patient is transported, all applicable fees set forth in this ordinance shall be charged to the patient as incurred. Billing begins 30 minutes prior to the event start time and ends 30 minutes after the event ending time, and counts toward the four hour minimum. ~~The approval of a emergency~~ Emergency standby scheduling must ~~has to~~ be pre-approved by the EMS Battalion Chief at least 72 hours prior to the event.

Paramedic Standby	$	~~60.00~~75.00

The city shall charge an Emergency Paramedic Standby fee of $60.00 per hour for the use of any City of Denton emergency paramedic for standby at special events such as football games, rodeos, concerts etc. If any patient is transported, all applicable fees set forth in this ordinance shall be charged to the patient as incurred. Billing begins 30 minutes prior to the event start time and ends 30 minutes after the event ending time. The approval of a paramedic standby has to be pre-approved by the EMS Battalion Chief at least 72 hours prior to the event.

Medical Assistance	$	~~150.00~~250.00

Medical Assistance provided to non-emergency ambulance providers operating within the City of Denton, or the departments jurisdiction.

Lift Assistance	$	500.00

The city shall charge a fee for lift assists, performed for any reason, at an assisted living facility or skilled nursing facility.

Fire Prevention

Inspections		
Hood (per system)	$	35.00
Fire Alarm (per alarm panel)	$	35.00
Sprinkler (per each sprinkler riser)	$	35.00
Fire Pump (per pump)	$	35.00
First Reinspection Fee 1 to 3,000	$	50.00
First Reinspection Fee 3,001 to 24,000	$	75.00
First Reinspection Fee 24,001 to 100,000	$	100.00
First Reinspection Fee over 100,000	$	125.00
~~Second~~Subsequent Follow Up Reinspection Fee 1 to 3,000	$	100.00
~~Second~~Subsequent Follow Up Reinspection Fee 3,001 to 24,000	$	~~125.00~~150.00
~~Second~~Subsequent Follow Up Reinspection Fee 24,001 to 100,000	$	~~150.00~~200.00
~~Second~~Subsequent Follow Up Reinspection Fee over 100,000	$	~~200.00~~250.00
Permit Reinspection Fee	$	50.00
After Hours Inspection Request (per hour, two-hour minimum)	$	183.00
False Alarm Calls	$	75.00
Operational Permits		
Operational Permits	$	200.00
Permit Reinspection Fees	$	50.00
Temporary Membrane Structures and Tents	$	35.00
Construction Permits		
Construction Fees	$	200.00
Temporary Membrane Structures and Tents	$	35.00

EMS Training

American Heart Association Cardiopulmonary Resuscitation (CPR)	$	50.00
American Heart Association CPR Skills Testing Only	$	25.00

Training Facility

Tower rental, half day (4 hours) without live burn	$	~~300.00~~348.00
Tower rental, full day (8 hours) without live burn	$	~~600.00~~696.00
Tower rental, half day (4 hours) with Class B live burn	$	700.00
Tower rental, full day (8 hours) with Class B live burn	$	1,400.00
Phase 5 ~~Class A~~ live burn at training facility, half day (4 hours) (2 burns)	$	~~1,000.00~~1,353.00
Phase 5 ~~Class A~~ live burn at training facility, full day (8 hours) (4 burns)	$	~~1,700.00~~2,707.00
Class B live burn at training facility, half day (4 hours) (2 burns)	$	683.00
Class B live burn at training facility, full day (8 hours) (4 burns)	$	1,366.00
Roof Prop without oriented strand board (OSB), half day (4 hours)	$	~~250.00~~335.00
Roof Prop with OSB supplied, half day (4 hours)	$	~~500.00~~588.00
Self-Contained Breathing Apparatus Course, half day (4 hours)	$	~~250.00~~335.00
Additional OSB per sheet	$	24.00
Flashover Chamber Fee	$	175.00
Cancellation Fee (if within 48hrs. of event)		25% of Scheduled Cost

Hazardous Materials Reimbursement

Apparatus

~~Quint~~	~~$~~	~~121.00~~
Engine	$	~~84.04~~242.00
Hazmat Truck	$	~~84.04~~641.00
~~Hazmat Pickup~~	~~$~~	~~22.99~~
~~Medic~~Ambulance	$	~~41.18~~150.00
~~Rescue 1~~	~~$~~	~~96.36~~
Brush	$	~~43.43~~255.00
~~DC7 Apparatus~~Decontamination Truck	$	~~38.00~~255.00
~~BC Truck~~Battalion Chief Truck	$	~~22.64~~98.00
~~Truck 1~~	~~$~~	~~178.00~~
~~Support~~	~~$~~	~~19.00~~
Aerial Apparatus	$	298.00

Suit

Level A	$	~~900.00~~ 1,300.00
Level A w/flash	$	~~1800.00~~3,500.00
Level B, Basic	$	150.00
Level B, Durachem	$	2,000.00
Level C	$	80.00
~~Encapsulated~~	~~$~~	~~190.00~~

~~Nonencapsulated~~	~~$~~	~~100.00~~
~~**Personnel**~~		
~~Firefighter per hour~~	~~$~~	~~39.61~~
~~Driver per hour~~	~~$~~	~~47.01~~
~~Captain per hour~~	~~$~~	~~56.85~~
~~Battalion Chief per hour~~	~~$~~	~~65.22~~
~~Investigator~~	~~$~~	~~56.85~~
Supplies		
Absorbent - per 50lb. bag	$	8.00
Barrels (55gal)	$	50.00
Booms	$	~~20.00~~40.00
Boot Covers	$	20.00
Brooms	$	20.00
Butyl Gloves	$	40.00
Chemtape	$	30.00
Diatomaceous Earth - per 50lb. bag	$	70.00
Disposal	$	500.00
Disposal Bags	$	6.00
Disposal Bags - CS	$	300.00
Drum Liners	$	10.00
Duct Tape	$	10.00
Flares	$	3.00
Foam - per 5 gal.	$	200.00
Grounding Rod	$	20.00
HazMat Boots (pair)	$	100.00
Kevlar Gloves (pair)	$	10.00
Microblaze - per pint	$	8.00
Microblaze - per gal.	$	64.00
Nitrile Gloves (pair)	$	15.00
Plug n' dike	$	15.00
Pools	$	15.00
Pump Spray	$	60.00
Respirator	$	45.00
Salvage Cover	$	100.00
Shovel	$	30.00
Sorbent Pads	$	1.00
Sorbent Pads - BDL	$	100.00
Sorbent Pillows	$	4.00
Sorbent Pillows - CS	$	40.00
Vermeculite	$	15.00
Wooden Plug	$	15.00
Flow Stop Plug	$	~~130.00~~150.00

Overpacks

20 Gallon Poly	$	55.00
30 Gallon Poly	$	70.00
65 Gallon poly	$	180.00
95 Gallon Poly	$	195.00
8 Gallon Steel	$	85.00
15 Gallon Steel	$	85.00
30 Gallon Steel	$	105.00
55 Gallon Steel	$	110.00
85 Gallon Steel	$	185.00

Fire Special Events Rates

~~Fire Fighter~~	~~$~~	~~43.00 per hour~~
~~Fire Driver~~	~~$~~	~~52.00 per hour~~
~~Lieutenant~~	~~$~~	~~58.00 per hour~~
~~Captain~~	~~$~~	~~64.00 per hour~~
~~Battalion Chief~~	~~$~~	~~73.00 per hour~~
~~Emergency Management~~	~~$~~	~~56.00 per hour~~
Rank	**Rate/Per Hour**	
Firefighter	$	68.00
Driver	$	80.00
Lieutenant	$	88.00
Captain	$	96.00
Battalion Chief	$	108.00
Emergency Management Program Manager	$	154.00
Emergency Management Specialist	$	90.00
Deputy Fire Marshal I	$	91.00
Deputy Fire Marshal II	$	113.00
40hr Lieutenant	$	125.00
40hr Captain	$	136.00
40hr Battalion Chief	$	154.00
Assistant Fire Marshal	$	136.00
Fire Marshal	$	154.00
Ambulance Standby (Apparatus Only)	$	50.00

Ambulance Standby is for a minimum of 4 hours. Rate for Ambulance Standby requires the apparatus to be staffed by a minimum one Driver and one Firefighter or higher rank based on the personnel rate table.

Gas Leaks (Natural)

Level 1 (Natural gas leak outside without fire)

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Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct monitoring to determine control zones. Remove ignition sources from the area, consider nonintervention strategy if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment:

Engine	$ 242.00
Truck	$ 641.00
Battalion Chief Truck	$ 98.00
Ambulance	$ 150.00

Level 2 (Natural gas leak outside with fire)

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Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc.) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment:

Engine	$ 242.00
Truck	$ 641.00
Battalion Chief Truck	$ 98.00
Ambulance	$ 150.00

Level 3 (Natural gas leak inside structure)

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Description: Significant danger to life, property, and the environment, leak is typically, difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment:

Engine	$ 242.00
Truck	$ 641.00
Battalion Chief Truck	$ 98.00
Ambulance	$ 150.00

ORDINANCE NO.

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.

WHEREAS, the City Council of the City of Denton has been presented with a new Denton Fire Department Fee Schedule which is attached hereto and made a part hereof as Exhibit "A" (the "Fire Fee Schedule"); and

WHEREAS, the Fire Fee Schedule has been determined after confirming that the fees recover costs expended to operate applicable fire facilities and services; and

WHEREAS, the City Council finds that the fees imposed by the attached Fire Fee Schedule are in 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. The Fire Fee Schedule set forth in Exhibit "A" attached hereto and incorporated herein as though set forth in full, is hereby adopted and approved.

SECTION 3. The provisions of this ordinance are severable, and the invalidity of any phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance. If any section, subsection, paragraph, sentence, phrase or word in this ordinance, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance, and City Council of the City of Denton, Texas hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 4. All other prior conflicting fee schedules 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.

SECTION 5. This ordinance shall become effective immediately after 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:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller Digitally signed by Susan Keller Date: 2025.09.08 21:52:36 -05'00' _____

EXHIBIT "A"

Fire Department Fee Schedule
General Fund
Effective October 1, 2025

Emergency Medical Services (EMS)

EMS Procedures		
Advanced Life Support (ALS) 1 Emergency Base Rate	$	1026.00
ALS 2 Emergency Base Rate	$	1080.00
ALS Supplies- Intubation	$	900.00
ALS Supplies- IO Infusion	$	100.00
ALS Supplies-Surgical Airway	$	262.25
Basic Life Support (BLS)Base Rate	$	314.75
EKG Interpretation	$	944.00
IV-Administration / Therapy	$	260.00
Medical Records Request	$	258.00
Oxygen Administration & Supplies	$	40.00
Transport Mileage per mile	$	119.00
Treatment/ No Transportation ALS	$	15.00
Treatment/ No Transportation BLS	$	200.00

EMS Medications		
Acetaminophen Elixer 160 mg/5ml	$	2.59
Adenocard 6 MG/2ML ANSYR Syringe	$	17.50
Amiodarone 150mg, 3ml vial	$	10.08
Aspirin Children's Chewable 81 MG	$	0.39
Atropine 1MG 10ML	$	16.50
Calcium Gluconate, 100 mg/ml, 10 ml	$	15.90
Cyanokit (Hydroxocobalamin)	$	1174.00
Dextrose 10% 25GM 250ML Bag	$	19.00
Dextrose 25% 10ML Pre-Filled Syringe	$	18.50
Dextrose 50% 25GM 50ML	$	17.10
Diltiazem 25 mg, 5 ml vial	$	7.24
Diphenhydramine 50 MG	$	3.60
Epinephrine 1:1000 1 ML AMPULE	$	25.80
Epinephrine 1:10000 1MG 10ML	$	12.40
Fentanyl	$	3.96
Furosemide 40MG 4ML	$	17.00
Glucagon 1 MG Lilly Kit Red Box	$	207.10
Insta-Glutose 31GM 15GM	$	4.61
Ipratropium bromide 0.5Mg/Albuterol 3.0MG	$	0.39
Ketamine 50mg/ml, 10 ml vial	$	13.73

Lidocaine 2% 100MG 5ML Luer Jet	$	24.45
Lidocaine 2% 5ML Jelly	$	9.04
Magnesium Sulfate 1GM 2ml 5GM, 10ml	$	3.98
Metoclopramide 5mg/ml, 2ml	$	1.90
Midazolam 1 Mg/ML	$	2.06
Morphine sulfate	$	2.81
Naloxone 2MG 2ML	$	40.26
Nitro Single Dose Packet-GoNitro .4MG	$	6.51
Nitro spray 90 0.4 MG Metered Dose	$	2.27
Ondansetron 4MG 2ML Vial	$	2.06
Ondansetron ODT 4mg tablet	$	0.39
Promethazine 25MG	$	2.55
Rocuronium 10MG/ML, 10ML Vial	$	10.10
Sodium bicarbonate 8.4% 50ML	$	19.70
Thiamine 100Mg/ML 2ML	$	13.37
Tranexamic Acid 100 mg/ml, 10 ml vial	$	36.52
Vecuronium 10 ML	$	26.69

Emergency Standby

Ambulance Standby	$	150.00

The city shall charge an Emergency Ambulance Standby fee of $150.00 per hour with a four hour minimum for the use of two City of Denton emergency paramedics and ambulance for standby at special events such as football games, rodeos, concerts etc. If any patient is transported, all applicable fees set forth in this ordinance shall be charged to the patient as incurred. Billing begins 30 minutes prior to the event start time and ends 30 minutes after the event ending time, and counts toward the four hour minimum. Emergency standby scheduling must be pre-approved by the EMS Battalion Chief at least 72 hours prior to the event.

Paramedic Standby	$	75.00

The city shall charge an Emergency Paramedic Standby fee of $60.00 per hour for the use of any City of Denton emergency paramedic for standby at special events such as football games, rodeos, concerts etc. If any patient is transported, all applicable fees set forth in this ordinance shall be charged to the patient as incurred. Billing begins 30 minutes prior to the event start time and ends 30 minutes after the event ending time. The approval of a paramedic standby has to be pre-approved by the EMS Battalion Chief at least 72 hours prior to the event.

Medical Assistance	$	250.00

Medical Assistance provided to non-emergency ambulance providers operating within the City of Denton, or the departments jurisdiction.

Lift Assistance	$	500.00

The city shall charge a fee for lift assists, performed for any reason, at an assisted living facility or skilled nursing facility.

Fire Prevention

Inspections

Hood (per system)	$	35.00
Fire Alarm (per alarm panel)	$	35.00
Sprinkler (per each sprinkler riser)	$	35.00
Fire Pump (per pump)	$	35.00
First Reinspection Fee 1 to 3,000	$	50.00
First Reinspection Fee 3,001 to 24,000	$	75.00
First Reinspection Fee 24,001 to 100,000	$	100.00
First Reinspection Fee over 100,000	$	125.00
Subsequent Follow Up Reinspection Fee 1 to 3,000	$	100.00
Subsequent Follow Up Reinspection Fee 3,001 to 24,000	$	150.00
Subsequent Follow Up Reinspection Fee 24,001 to 100,000	$	200.00
Subsequent Follow Up Reinspection Fee over 100,000	$	250.00
Permit Reinspection Fee	$	50.00
After Hours Inspection Request (per hour, two-hour minimum)	$	183.00
False Alarm Calls	$	75.00

Operational Permits

Operational Permits	$	200.00
Permit Reinspection Fees	$	50.00
Temporary Membrane Structures and Tents	$	35.00

Construction Permits

Construction Fees	$	200.00
Temporary Membrane Structures and Tents	$	35.00

EMS Training

American Heart Association Cardiopulmonary Resuscitation (CPR)	$	50.00
American Heart Association CPR Skills Testing Only	$	25.00

Training Facility

Tower rental, half day (4 hours) without live burn	$	348.00
Tower rental, full day (8 hours) without live burn	$	696.00
Tower rental, half day (4 hours) with Class B live burn	$	700.00
Tower rental, full day (8 hours) with Class B live burn	$	1,400.00
Phase 5 live burn at training facility, half day (4 hours) (2 burns)	$	1,353.00
Phase 5 live burn at training facility, full day (8 hours) (4 burns)	$	2,707.00

Class B live burn at training facility, half day (4 hours) (2 burns)	$	683.00
Class B live burn at training facility, full day (8 hours) (4 burns)	$	1,366.00
Roof Prop without oriented strand board (OSB), half day (4 hours)	$	335.00
Roof Prop with OSB supplied, half day (4 hours)	$	588.00
Self-Contained Breathing Apparatus Course, half day (4 hours)	$	335.00
Additional OSB per sheet	$	24.00
Flashover Chamber Fee	$	175.00
Cancellation Fee (if within 48hrs. of event)		25% of Scheduled Cost

Hazardous Materials Reimbursement

Apparatus

Engine	$	242.00
Hazmat Truck	$	641.00
Ambulance	$	150.00
Brush	$	255.00
Decontamination Truck	$	255.00
Battalion Chief Truck	$	98.00
Aerial Apparatus	$	298.00

Suit

Level A	$	1,300.00
Level A w/flash	$	3,500.00
Level B, Basic	$	150.00
Level B, Durachem	$	2,000.00
Level C	$	80.00

Supplies

Absorbent - per 50lb. bag	$	8.00
Barrels (55gal)	$	50.00
Booms	$	40.00
Boot Covers	$	20.00
Brooms	$	20.00
Butyl Gloves	$	40.00
Chemtape	$	30.00
Diatomaceous Earth - per 50lb. bag	$	70.00
Disposal	$	500.00
Disposal Bags	$	6.00
Disposal Bags - CS	$	300.00
Drum Liners	$	10.00
Duct Tape	$	10.00
Flares	$	3.00
Foam - per 5 gal.	$	200.00

Grounding Rod	$	20.00
HazMat Boots (pair)	$	100.00
Kevlar Gloves (pair)	$	10.00
Microblaze - per pint	$	8.00
Microblaze - per gal.	$	64.00
Nitrile Gloves (pair)	$	15.00
Plug n' dike	$	15.00
Pools	$	15.00
Pump Spray	$	60.00
Respirator	$	45.00
Salvage Cover	$	100.00
Shovel	$	30.00
Sorbent Pads	$	1.00
Sorbent Pads - BDL	$	100.00
Sorbent Pillows	$	4.00
Sorbent Pillows - CS	$	40.00
Vermeculite	$	15.00
Wooden Plug	$	15.00
Flow Stop Plug	$	150.00

Overpacks

20 Gallon Poly	$	55.00
30 Gallon Poly	$	70.00
65 Gallon poly	$	180.00
95 Gallon Poly	$	195.00
8 Gallon Steel	$	85.00
15 Gallon Steel	$	85.00
30 Gallon Steel	$	105.00
55 Gallon Steel	$	110.00
85 Gallon Steel	$	185.00

Fire Special Events Rates

Rank	**Rate/Per Hour**	
Firefighter	$	68.00
Driver	$	80.00
Lieutenant	$	88.00
Captain	$	96.00
Battalion Chief	$	108.00
Emergency Management Program Manager	$	154.00
Emergency Management Specialist	$	90.00
Deputy Fire Marshal I	$	91.00
Deputy Fire Marshal II	$	113.00
40hr Lieutenant	$	125.00

40hr Captain	$	136.00
40hr Battalion Chief	$	154.00
Assistant Fire Marshal	$	136.00
Fire Marshal	$	154.00
Ambulance Standby (Apparatus Only)	$	50.00

Ambulance Standby is for a minimum of 4 hours. Rate for Ambulance Standby requires the apparatus to be staffed by a minimum one Driver and one Firefighter or higher rank based on the personnel rate table.

Gas Leaks (Natural)

Level 1 (Natural gas leak outside without fire)
Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct monitoring to determine control zones. Remove ignition sources from the area, consider nonintervention strategy if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment:		
Engine	$	242.00
Truck	$	641.00
Battalion Chief Truck	$	98.00
Ambulance	$	150.00

Level 2 (Natural gas leak outside with fire)
Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc.) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment:		
Engine	$	242.00
Truck	$	641.00
Battalion Chief Truck	$	98.00
Ambulance	$	150.00

Level 3 (Natural gas leak inside structure)
Description: Significant danger to life, property, and the environment, leak is typically, difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment:		
Engine	$	242.00
Truck	$	641.00
Battalion Chief Truck	$	98.00
Ambulance	$	150.00

File #: ID 25-1638, **Version:** 1

AGENDA CAPTION

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.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **September 16, 2025**

SUBJECT

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.

BACKGROUND

The schedule of fees outlines the cost to users for utilizing certain park facilities and amenities. The fees are set in accordance with the amount of direct and indirect costs incurred by the Parks and Recreation department to offer the service and the appropriate subsidy level. These fees are published in PARD's on-line registration program and Play Guide.

Staff conducted a comprehensive review of the schedule of fees and updated the schedule to reflect fees for new amenities and updated costs, where needed, for current fees. A redlined version of the fees (Exhibit 3) provides a detail of changes.

RECOMMENDATION

Staff recommends approval of the proposed FY 2025-26 Schedule of Fees.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Parks, Recreation and Beautification Board recommended approval of the proposed FY 2025-26 Schedule of Fees with a 6-0 vote on August 4, 2025.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Parks & Recreation Redline Rate Ordinance
Exhibit 3 - Parks & Recreation Redline Schedule of Fees ('Exhibit A')
Exhibit 4 - Parks & Recreation Rate Ordinance

Respectfully submitted:
Matt Hamilton
Assistant Director of Finance
940-349-8127

ORDINANCE NO _____

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 PORVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Departments is responsible for fostering a sense of community and enhancing the quality of life of residents and visitors by providing recreational, educational, and wellness opportunities; supporting Denton's economic vitality through special events, and providing beautiful, well-maintained parks and public spaces while being good stewards of the environment; and

WHEREAS, in accordance with state law and City Code, any fee assessed for the use of City property, staff or other resources must be adopted by City Council; and

WHEREAS, the City Council finds the fees imposed pursuant to the attached schedule of fees established for the use of facilities or for services provided by the Parks and Recreation Department ("Department") bear a reasonable relationship to the cost for such provision, and serve a public purpose; and

WHEREAS, at the ~~July~~ August ~~14~~, ~~2024~~ 2025 meeting of the Parks, Recreation and Beautification Board, the Board recommended the City approve the Parks and Recreation ~~2024~~2025~~-2025~~ 2026 Schedule of Fees by a vote of 6 to 0.

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 charges for the use of City property and facilities, and for services provided at or by Parks and Recreation ~~2024~~2025~~-2025~~ 2026 Schedule of Fees shall be as indicated in Exhibit A titled Parks and Recreation ~~2024~~2025~~-2025~~ 2026 Schedule of Fees ("Schedule of Fees"), attached hereto and made a part hereof for all purposes.

SECTION 3. The Schedule of Fees set forth in Exhibit A is hereby adopted and is effective on October 1, ~~2024~~2025.

SECTION 4. Fees may be adjusted on an interim basis throughout the year as new services are added or to maintain parity with market trends. Interim changes will be submitted for approval by Park Board and Council approval on an annual basis.

SECTION 5. The Schedule of Fees set forth in Exhibit A adopted herein supersedes the Department's previously established fee schedules.

SECTION 6. The provisions of this ordinance are severable, and the invalidity of any phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance.

SECTION 7. All ordinances or parts of ordinances in conflict with the terms or provisions in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 8. 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:	_____	_____	_____	_____
~~Paul Meltzer~~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 _____, ~~2024~~2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
~~LAUREN THODEN~~INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

~~2024~~2025-~~2025~~ 2026 Schedule of Fees

Effective Oct. 1, ~~2024~~2025

Fees may be adjusted on an interim basis throughout the year as new services are added or to maintain parity with market trends. Interim changes will be submitted for approval by Park Board and Council approval on an annual basis. Code of Ordinances – Chapter 22.28

Any new marketing promotion will be approved prior to implementation by the City Manager or his/her designee.

Many program fees are set by independent contractors. Parks and Recreation led programs, leagues, events, and childcare fees vary and are periodically benchmarked. Per Code of Ordinances Chapter 22-28, the fee shall be based on the cost of providing the event, service, equipment, or goods. These fees are published in our online catalog at www.dentonparks.com.

Recreation and Cemetery Fees

Recreation Pass, Special Events, Impact, and Nonresident Fees

Rec Pass / Membership Fees~~Fees~~	Fee	Application of Fee and Description
Rec Pass | Ages 8 and older	$20~~15~~ annual	Access to open recreation activities, game room, computers, and walking track at the Civic Center. Available at Denia Recreation Center, North Lakes Recreation Center, Martin Luther King Jr. Recreation Center, and if 50 years and older, American Legion Hall Senior Center and Denton Senior Center.~~Annual fee for rec center and senior centers access to gym, game room, computers, and Civic Center walking track.~~
~~Rec Pass – Drop –In~~Day Pass	~~$3~~ $5 per day	One-day access to a single location. Includes Rec Pass activities and Fitness Equipment at above listed locations and walking track at the Civic Center.
Rec Pass | Replacement Card	$~~25~~	Fee for the replacement of a lost rec pass card
~~Rec Pass | Replacement Card~~ Gym Membership	~~$2~~ $25 one month $60~~50~~ three months $~~150~~180 annual	~~Fee for the replacement of a lost rec pass card.~~ Rec Pass + Fitness Equipment ~~Fitness Center~~ Access
~~Gym Access – Drop-In~~	~~$5~~	
Group Exercise Membership	$35 one month $95 three months $350 annual	Rec Pass + Gym Membership + Selected Group Exercise Class Access
Group Exercise –Drop-In	$10	Access to a single Selected Group Exercise Class~~es~~
~~Gym+ Natatorium Membership~~	~~?? One month~~ ~~?? Three months~~ ~~???? Annual~~	~~Gym Membership + Natatorium Membership~~
~~Special Event Fees~~	~~Fee~~	~~Application of Fee and Description~~
~~Special Event Deposit~~	~~$100~~	~~A refundable deposit to secure an event held on park property.~~

Nonresident fee may

~~Special Event Application Fee – Tier 1~~	~~$50~~	~~Fee for processing a neighborhood block party permit application.~~
~~Special Event Application Fee – Tier 2~~	~~$100~~	~~Fee for processing a Tier 2 special event permit application.~~
~~Special Event Application Fee – Tier 3~~	~~$150~~	~~Fee for processing a Tier 3 special event permit application.~~
~~Special Event Application Fee – Tier 4~~	~~$200~~	~~Fee for processing a Tier 4 special event permit application.~~
~~Special Event Application Fee – Tier 5~~	~~$250~~	~~Fee for processing a Tier 5 special event permit application.~~
~~Special Event Application Fee – Tier 6~~	~~$300~~	~~Fee for processing a Tier 6 special event permit application for series or reoccurring markets.~~
~~Special Event Late Fee – Tier 1~~	~~$25~~	~~Fee for processing late special event permit applications received after established deadline.~~
~~Special Event Late Fee – Tier 2~~	~~$50~~	~~Fee for processing late special event permit applications received after established deadline.~~
~~Special Event Late Fee – Tier 3~~	~~$75~~	~~Fee for processing late special event permit applications received after established deadline.~~
~~Special Event Late Fee – Tier 4~~	~~$100~~	~~Fee for processing late special event permit applications received after established deadline.~~
~~Special Event Late Fee – Tier 5~~	~~$125~~	~~Fee for processing late special event permit applications received after established deadline.~~
~~Special Event Late Fee – Tier 6~~	~~$150~~	~~Fee for processing late special event permit applications received after established deadline.~~
~~Event Impact Fee~~	~~$50~~	~~Hourly fee for unanticipated special event permit and operational needs including but not limited to on-site review and clean-up.~~
~~Vendor Permit | For Profit Fee~~	~~$25~~	~~Fee for a single-day permit to sell or do business on park property during a festival, event, or rental.~~
~~Vendor Permit | Nonprofit Fee~~	~~$15~~	~~Fee for a single-day permit to sell or do business on park property during a festival, event, or rental.~~
~~LED Screen Trailer Fees~~	~~Fee~~	~~Application of Fee and Description~~
~~LED Screen Trailer; Monday-Thursday~~	~~$3,000~~	~~Fee for 6-hour screen rental within Denton city limits (Monday – Thursday)~~
~~Deposit Fee~~	~~$1,500~~	~~A non-refundable 50% deposit to secure the LED screen rental (Monday – Thursday)~~
~~Additional Hourly Usage (Mon-Thurs)~~	~~$500~~	~~Add-on fee for additional hourly usage of LED screen rental (Monday – Thursday)~~
~~LED Screen Trailer; Friday-Sunday~~	~~$4,500~~	~~Fee for 6-hour screen rental within Denton city limits (Friday – Sunday)~~
~~Additional Hourly Usage (Fri-Sun)~~	~~$750~~	~~Add-on fee for additional hourly usage of LED screen rental (Friday – Sunday)~~
~~Deposit Fee~~	~~$2,250~~	~~A non-refundable 50% deposit to secure the LED screen rental (Friday – Sunday)~~
~~Rentals Staff~~	~~$100~~	~~Hourly fee per staff team for screen rental~~
~~Non-City Rental Fee~~	~~TBD~~	~~TBD plus GSA mileage rate from Denton Civic Center~~
Facility Utilization Agreement Fees	Fee	Application of Fee and Description
Recreation Impact Fee	$15	Fee per player, per season approved in the Youth Sports Association Facility Utilization Agreement.
Select Impact Fee	$25	Fee per player, per season approved in the Youth Sports Association Facility Utilization Agreement.
Hunting Permits	Fee	Application of Fee and Description
Seasonal Permit; Resident	$30	Seasonal fee for hunting permit; details & location are available at www.dentonparks.com.
Nonresident Fees	Fee	Application of Fee and Description
Nonresident Fee	$10	Add-on fee applied to individuals who do not pay City of Denton taxes for facility (per hour) or equipment rentals, program registrations, memberships, and/or services, unless otherwise noted.
Nonresident Fee	$2	Same as defined above and applicable to daily admissions and programs that are under $15.

Memorial Fees		Fee	Application of Fee and Description
Memorial Bench		$2,4200	Fee for labor and supplies to install memorial bench and plaque. Details and locations are available at www.dentonparks.com.
~~Memorial Tree~~		~~$650~~	~~Fee for labor and supplies to install memorial tree planting. Details and locations are available at www.dentonparks.com.~~
Memorial Bricks		$275	Fee for labor and supplies to install memorial brick. Details and locations are available at www.dentonparks.com.
Memorial Picket		$275	Fee for labor and supplies to install memorial picket. Details and locations are available at www.dentonparks.com.
Cemetery Fees	I.O.O.F.	Oakwood	Application of Fee and Description
Stone (Monument) Permit	$75	$75	Fee for a permit to install a monument per approved specifications.
Burial (Interment) Permit	$75	$75	Fee for an interment permit per approved specifications.
Burial Permit Late Fee	$100	$100	Fee applied in addition to the Burial Permit if the request is less than 48 hours prior to the burial.
Plot for Cremations	$150	n/a	Fee for a cremations burial space.
Plot for Infant Coffin	$375	$375	Fee for an infant-size coffin burial space.
Plot for Full Coffin	$92500	$550~~525~~	Fee for a full coffin burial space.

Nonresident fee may

Recreation and Civic Center Rental and Service Fees

Recreation and Senior Center Room Rentals

Hourly rates per room and service fees; multipurpose rooms and rates can be combined to rent one area.

Rec Center Rooms Hourly Rates	Room A Multipurpose	Room B Multipurpose	Room C Multipurpose	Kitchen	Full Gym	Half Gym	Game Room	Computer Room Meeting Space	Craft Room
MLK Jr. Rec Center	$30	$35		$20	$90	$50	$25	$25	$25
Denia Rec Center	$30	$35	$30		$90	$50	$25		
North Lakes Rec Center	$30	$35			$90	$50			

Senior Center Rooms Hourly Rates	Room A Multipurpose	Room B Multipurpose	Conference/ Computer Room	Kitchen	Orange Room	Blue Room	Green Room/ Classroom	Craft Room Ceramics	Garden/ Terrace
Denton Senior Center	~~$40~~80	~~$40~~	$25	$20	$35	$30	$20	$25	$25
American Legion Hall	$40	$40	$25	$20			$20		$25

Rental Service Fees	Fee	Application of Fee and Description
Building Attendant (BA)	~~$20~~22	Hourly fee per individual staff for after-hours rental.
Cleaning Fee	$250	Fee for cleaning recreation center after rentals (Saturday and Sundays only).
Deposit	$100	Fee required to secure a rental 30 days in advance and is refunded after the rental pending no damages to facility.

Denton Civic Center Meeting Room Rentals

Meeting Rooms Hourly Rates	Meeting Rm 1 Community Room	Meeting Rm 2 Redbud Room	Rotunda /Kitchen	Plaza	Full Facility Rental
Denton Civic Center	$65	$50	$175~~50~~	$25	$325~~00~~

Rental Service Fees	Fee	Application of Fee and Description
Building Attendant (BA)	~~$20~~22	Hourly fee per individual staff for after-hours rental; staff requirements are based on attendance and alcohol served.
Deposit (rotunda/full building)	$200	Fee required to secure a rental and is refunded after the rental pending no damages to facility.
Deposit (meeting rooms)	$100	Fee required to secure a rental and is refunded after the rental pending no damages to facility.
Cleaning Fee (rotunda)	$400	Fee required for Civic Center rotunda rentals (Saturday and Sundays only).
Cleaning Fee (meeting rooms)	$75	Fee required for meeting room rentals (Saturday and Sundays only).

ay apply.

Athletic Facility Rental, Service, and Maintenance Fees

Practice Field Rentals	Fee	Application of Fee and Description
Practice Field; no lights	$250	Hourly fee for exclusive use of a practice field per the listing below during daylight hours.
Practice Field; with lights	$350	Hourly fee for exclusive use of a practice field per the listing below during evening hours.
Disc Golf Course	$25	Hourly fee for exclusive use of the disc golf course.
Hockey Rink/Futsal at Mack Park	$25	Hourly fee for exclusive use of the rink at Mack Park.

Practice Field Rental Options:
Denia Soccer, Mack Soccer, Fred Moore Softball, North Lakes Softball 5 & 6, North Lakes Football and Soccer, Vela, Roberts, Mack, Evers Baseball. All fields have lights excluding Denia Soccer Field.

Game Field and Complex Rentals | Pre-qualification is required for a complex rental based on preexisting thresholds provided by the Athletics Division.		
Game Field; no lights	$250	Hourly fee for exclusive use of a field for tournament/games during daylight hours.
Game Field; with lights	$350	Hourly fee for exclusive use of a field for tournament/game during evening hours.
Baseball/Softball Tournament Fee	$400~~50~~	Per field~~team~~ fee charged for all tournament rentals.
Deposit	$200	Fee required to secure a game and complex rental; refunded based on concluding field and facility conditions.
Cancellation Fee | Tournament	$100	Fee applied if the tournament is canceled less than seven days from the tournament start date.
Cancellation Fee | Games/Tournament	$200	Fee applied, or deposit is forfeited if a tournament or game is canceled less than two days from game date.

Rental Service Fees		
Labor Fee	$38	Hourly fee per individual staff to prep fields, remove trash/litter, and/or clean restrooms.
~~Tournament Staff Fee~~	~~$30~~	~~Hourly fee for staff to touch up fields, stock restrooms, and remove trash/litter for tournaments.~~
After Rental Light Fee	$10	Hourly fee applied if field lights are left on after rental.
Bleacher Fee	$100	Flat fee per bleacher for loading, hauling, and setting not native to the field rented.
Soccer Goal Fee	$350	Flat fee per pair of soccer goals for loading, hauling, and setting not native to the field rented.
Field Marker Fee	$150	Flat fee per field for line marking a sport not native to the field rented.
Temporary Fence | Field Rental	$~~1~~50	Flat fee per field for temporary fence installation for field rental tournament~~/game~~.
~~Field Preparation | Tournament Rental~~	~~$40~~	~~Flat fee per field for each day of a tournament rental.~~

Nonresident fee may

Pavilion Rentals, Park Rentals, and Goldfield Tennis Center

Pavilion Rentals	Fee	Application of Fee and Description
Small Pavilion	$15	Hourly fee for exclusive use of a small pavilion; location/capacity are available at www.dentonparks.com.
Large Pavilion	$20	Hourly fee for exclusive use of a large pavilion; location/capacity are available at www.dentonparks.com.
Bounce House Add-On	$10	One-time fee to utilize the services of a bounce house vendor during a pavilion rental.
Park Event Rentals | exclusivity does not apply to public amenities such as playgrounds, trails, courts unless otherwise stated		
Fred Moore Park	$65	Hourly fee for exclusive use of a park area, pavilions, and stage for large public and private events.
North Lakes Park	$75	Hourly fee for exclusive use of a park area and pavilions for large public and private events.
South Lakes Park	$75	Hourly fee for exclusive use of a park area and pavilions for large public and private events.
Wolff's Park	$65	Hourly fee for exclusive use of the park area for large public and private events.
North Lakes South Pond	$65	Hourly fee for exclusive use of the south pond area of small public and private events.
North Lakes Dog Park – Smallest Pen	$65	Hourly fee for exclusive use of the small (special event) dog park pen
Quakertown North	$200	Hourly fee for exclusive use of the north side of the park for large public and private events.
Quakertown South	$200	Hourly fee for exclusive use of the south side of the park for large public and private events.
The NOOK	$65	Hourly fee for exclusive use of the NOOK at Emily Fowler Library for small public or private events.
Clear Creek Natural Heritage Area	$200	Hourly fee for exclusive use of a park area, pavilions for large public and private events.
CCNHC Education Center Rental	$25	Hourly fee for usage of the Education Center.
CCNHC Building Attendant	~~$20~~$22	Hourly fee per individual staff for after-hours rental.
Mountain Bike Trail Rental	$~~75~~25	Hourly fee for exclusive use of the Mountain Bike Trail for park area, pavilions for large public or private events.
Park Event Rentals | exclusivity does not apply to public amenities such as playgrounds, trails, courts unless otherwise stated		
CH Collins Stage at Fred Moore Park	$15	Hourly fee for exclusive use of the covered stage with access to electricity.
Community Garden Plot	$20	Annual plot fee at the Bowling Green Park Community Garden.
Park Contractor	$15	Hourly fee to operate a contracted program in a park where the vendor directly collects their own program fees.
Denton ISD Cross Country Meet	$100	Flat fee per meet hosted by Denton Independent School District.
Cross Country Meet	$150	Flat fee per meet, in addition to park event rental fee
~~Mountain Bike Trail Race~~	~~$150~~	~~Flat fee per meet, in addition to park event rental fee.~~
Parking Attendant	$~~20~~48	Hourly fee for event parking attendant, as needed
Denton Tennis & Pickleball Center	Fee	Application of Fee and Description

Nonresident fee may apply.

Annual ~~Tennis~~ Membership	$~~150~~125	Annual fee for ~~unlimited~~ tennis/pickleball court reservations.
Court Rental Fee	$4	Drop-in fee for single player for one hour
Court Tournament Reservation	$18	Tournament Hourly Fee for exclusive reservation of a court
~~Court Tournament Reservation~~	~~$12~~	~~Hourly fee per court for exclusive use with an eight-hour minimum.~~

UNITE, GROW, PLAY
Denton Parks and Rec

Special Event Fees

Special Event Fees	Fee	Application of Fee and Description
Special Event Deposit	25%~~$100~~	A non-refundable deposit that is applied to the overall reservation balance to secure an event held on park property.
Special Event Application Fee – Tier 1	~~$50~~60	Fee for processing a neighborhood block party permit application.
Special Event Application Fee – Tier 2	$100	Fee for processing a Tier 2 special event permit application.
Special Event Application Fee – Tier 3	~~$150~~170	Fee for processing a Tier 3 special event permit application.
Special Event Application Fee – Tier 4	~~$200~~330	Fee for processing a Tier 4 special event permit application.
Special Event Application Fee – Tier 5	$~~250~~630	Fee for processing a Tier 5 special event permit application.
R~~eoc~~ecurring Events Fee	50% Tier Rate	For subsequent events in a series, or recurring markets that have the same footprint, event times, and traffic control plan. Fee for events after the first application fee has been processed. Restarts after 12 months from first event in series.~~For event series or reoccurring markets that have the same footprint, event times, and traffic control plan (if applicable) will pay the tiered application fee above for the first event. Each event following will only pay half the appropriate tiered fee.~~
Special Event Late Fee – Tier 1	$25	Fee for processing late special event permit applications received after established deadline.
Special Event Late Fee – Tier 2	$50	Fee for processing late special event permit applications received after established deadline.
Special Event Late Fee – Tier 3	$75	Fee for processing late special event permit applications received after established deadline.
Special Event Late Fee – Tier 4	$100	Fee for processing late special event permit applications received after established deadline.
Special Event Late Fee – Tier 5	$125	Fee for processing late special event permit applications received after established deadline.
~~Special Event Late Fee – Tier 6~~	~~$150~~	~~Fee for processing late special event permit applications received after established deadline.~~
Event Impact Fee	$50	Hourly fee for unanticipated special event permit and operational needs including but not limited to on-site review and clean-up.
Vendor Permit | For Profit Fee	$25	Fee for a single-day permit to sell or do business on park property during a festival, event, or rental.
Vendor Permit | Nonprofit Fee	$15	Fee for a single-day permit to sell or do business on park property during a festival, event, or rental.
Radio Rental Fee	$10	Fee for a single-day radio rental (City-sponsored events only).
Radio Replacement Fee	$3,500	Fee to replace a lost or stolen radio (City-sponsored events only).
LED Screen Trailer Fees	Fee	Application of Fee and Description
LED Screen Trailer; Monday-Thursday	$3,000	Fee for 6-hour screen rental within Denton city limits (Monday – Thursday)
Deposit Fee	$1,500	A non-refundable 50% deposit to secure the LED screen rental (Monday – Thursday)
Additional Hourly Usage (Mon-Thurs)	$500	Add-on fee for additional hourly usage of LED screen rental (Monday – Thursday)

Nonresident fee may

LED Screen Trailer; Friday-Sunday	$4,500	Fee for 6-hour screen rental within Denton city limits (Friday – Sunday)
Additional Hourly Usage (Fri-Sun)	$750	Add-on fee for additional hourly usage of LED screen rental (Friday – Sunday)
Deposit Fee	$2,250	A non-refundable 50% deposit to secure the LED screen rental (Friday – Sunday)
Rentals Staff	$100	Hourly fee per staff team for screen rental
Non-City Rental Fee	TBD	TBD plus GSA mileage rate from Denton Civic Center

UNITE, GROW, PLAY
Denton Parks and Rec

Marketing and Promotion of Recreation Programs and Events

Recreation Promotions and Discounts

Special Event and Social Media Campaign Giveaways- to leverage as incentives and promotions for programs and special events

- 50 $10 range cards
- 5 park pavilion rentals
- 2 Basic birthday party packages at Denia or MLK Jr. Recreation Center
- 1 Mobile Rec birthday party
- 5 woodshop memberships for ages 50+; given to volunteer woodshop supervisors (annual)
- 2 Gym~~Fitness~~/Group exercise passes (1 month)
- ~~2 Personal Training SMART START sessions~~
- 2 50+ Valentine's Dance & Dinner Packages (2 tickets per package)
- 2 Adult 50+ trips to Winstar (trip registration fee only)
- ~~10% Open House Registration Discount (offered to those who attend and register for memberships/programs at the Open House event day)~~
- 3 Hunting Permits (1 season)
- 3 Family Ticket Package- My Little Valentine Dance (limit 4 individuals)
- ~~5 Liberty Run entries~~(see the Aquatic Promotions page for Special Event/Aquatic marketing)

Nonresident fee may

Aquatic Memberships, Admissions, and Group Discounts

Ages 2 and under are free per daily admission purchased.

Natatorium Admissions and Group Discounts

Memberships and Admissions	12-Month ~~12-Month~~	1-Month	Daily Admission
	General Public I $~~190~~200 Resident I $175 ~~Resident I $170~~	General Public I $4~~50~~ Resident I $35 ~~Resident I $350~~	Ages 3-15, $6 ~~Ages 3-15, $65~~ Ages 16 & older, $8~~7~~

Daily Admissions Group Discount	10-19 Guests	20+ Guests	Denton PARD Camps
	$0.50 off per admission	$1 off per admission	$1 per admission

Water Works Park Admissions and Group Discounts

Season Pass and Admissions	Preseason Discount	Season Pass	Monthly Pass	Daily Admission
	Holiday Savings $10 Discount applied to any season pass or cooler pass purchased between November 2~~7~~4, 202~~5~~4 – January 1, 202~~6~~5 Early Bird Savings: $5 discount applied to any season pass or cooler pass purchased between January 2-March 1, 202~~6~~5.	Silver Membership (Memorial Day-Labor Day) General Public I $100 Resident I $8~~5~~0 ~~Gold Membership~~ ~~General Public I $150~~ ~~Resident I $130~~ Platinum Membership (March-November)	General Public I $4~~5~~0 Resident I $40~~35~~	Non-swimmer, $6~~5~~ Under 48 inches, $1~~8~~4~~-~~ 48 inches & taller, $2~~2~~19 ~~NEW! Daily Splash~~ ~~*9 a.m.-10:30 a.m. during summer season, Mon-Sat only*~~ ~~General Public and Resident: $6~~

Nonresident fee may apply.

		General Public I $220 Resident I $200 —Cooler Pass I $7560		Cooler $10 Fee covers 1-2 coolers. Additional fee applied to 3 or more coolers.
Daily Admissions Group Discount	10-29 Guests $3 off per admission	30-99 Guests $4-3 off per admission	100+ Guests $5-3 off per admission	Denton PARD Camps $54 per admission

Civic Center Pool Rates Admissions

Season Pass and Admissions	Season Pass General Public I $550 Resident I $450	Daily Admission Ages 3-147, $64 Ages 158 & older, $85

All-Access Aquatics Pass | Includes access to the Natatorium, Water Works Park, and Civic Center Pool

All-Access Aquatic Membership	12-Month General Public I $2640 Resident I $2420 (Includes Platinum Membership to Water Works Park)	

Need to put back in the perks for Silver and All Access membership

Platinum Membership

- Souvenir cup with free refills
- Four general admission tickets
- Six 50% off daily admission coupons for friends and family
- Five meal combo vouchers for concessions
- 10% off Tidal Wave Cafe concessions and gift shop
- 5% off merchandise
- 30% off total cabana rental M-Th
- 4 Dive-In-Movie passes

Nonresident fee may

- One free50% off Cabana Rental per season
- Member Early AccessAppreciation Event
- 20265 Cooler Pass included
- Access to Water Works outdoor heated lap pool begins in March and remains active through November, weather permitting each season.
- Includes access to Splash Time mornings during summer season.

Nonresident fee may apply.

Aquatic Facility and Amenity Rentals, Lane Rentals, and Water Park Pavilion Rentals

Aquatic Facility Rentals | Based on guest attendance					
Water Works Park	1-400 Guests	401-600 Guests	601-800 Guests	801-1,200 Guests	1,201-1,600 Guests
	$1,6400 | 2-hour min. $500 per extra hour	$1,8600 | 2-hour min. $525 per extra hour	$2,1,800 | 2-hour min. $550 per extra hour	$2,2000 | 2-hour min. $575 per extra hour	$2,4200 | 2-hour min. $600 per extra hour
Civic Center Pool (Monday-Thursday)	1-100 Guests	101-200 Guests	201-300 Guests	301-400 Guests	
	$475325 | 2-hour min. $1500 per extra hour	$57425 | 2-hour min. $1725 per extra hour	$65250 | 2-hour min. $20150 per extra hour	$750625 | 2-hour min. $22175 per extra hour	
Civic Center Pool (Friday-Sunday)	1-100 Guests	101-200 Guests	201-300 Guests	301-400 Guests	
	$525375 | 2-hour min. $1500 per extra hour	$625475 | 2-hour min. $1725 per extra hour	$575725 | 2-hour min. $20150 per extra hour	$675825 | 2-hour min. $22175 per extra hour	
Denton Natatorium	1-100 Guests	101-200 Guests	201-300 Guests	301-400 Guests	
	$32475| 2-hour min. $1500 per extra hour	$57425 | 2-hour min. $1725 per extra hour	$65250 | 2-hour min. $20150 per extra hour	$76250 | 2-hour min. $22175 per extra hour	

Aquatic Amenity Rentals		
Water Park Resort Cabanas	Monday-Thursday	Friday-Sunday
	$65 | 3-hour min. $20 per extra hour	$80 | 3-hour min. $25 per extra hour
~~Water Park Luxury~~Resort Cabanas	~~Monday-Thursday~~	~~Friday-Sunday~~
	~~$65 | 3-hour min.~~ ~~$20 per extra hour~~	~~$80 | 3-hour min.~~ ~~$25 per extra hour~~

Lane and Pavilion Rentals	Rental Fee	Application of Fee and Description
Natatorium Lane Rental	$152	Hourly fee for exclusive use of a lap swim lane in the Natatorium.
~~Water Park Party Pavilion~~	~~$75~~	~~Hourly fee for use of the Party Pavilion, each additional hour is $50~~

~~Nonresident fee may~~

Water Park Corporate Pavilion Area	$150	Hourly fee for use of the Corporate Pavilion, sand volleyball court, and grassy area, each additional hour is $50
Outside Catering Fee	$150	Fee for use of outside catering during private rental, after hours rental, or corporate pavilion area.

Aquatics Promotions and Discounts

Aquatic Promotions and Discounts

Military Discount Days - $2 off full-priced admissions at WWP, Nat, or CCP | $2 off for all military active duty, veterans, retired, and reserves that have a valid, unexpired identification card on select days (Memorial Day, June 6, July 4, Labor Day) *CCP runs a $2 admission special all day on July 4.

Water Works Park Promotions and Discounts

Season Pass Perks (per membership)

Silver Membership

- Souvenir cup with $1 refills
- Two single use 50% off daily admission coupons for friends and family (Buddy Pass)
- 10% off concessions and gift shop purchases
- $10 off total cabana rental M-Th
- Member Appreciation Event

~~Gold Membership~~

- ~~Souvenir cup with free refills~~
- ~~Two general admission tickets~~
- ~~Two 50% off daily admission coupons for friends and family~~
- ~~Four meal combo vouchers for concessions~~
- ~~10% off concessions and gift shop~~
- ~~20% off total cabana rental M-Th~~
- ~~4 Dive-In-Movie passes~~
- ~~Member Appreciation Event~~
- ~~4 Cooler Passes (single use)~~

Platinum Membership

- Souvenir cup with free refills
- Two single use~~Four~~ general admission tickets
- Two single use ~~Six~~ 50% off daily admission coupons for friends and family (Buddy Pass)
- Two~~Five~~ meal combo vouchers for Tidal Wave Cafe~~concessions~~
- 10% off concessions and gift shop purchases
- $10~~30%~~ off total cabana rental M-Th
- 4 Dive-In-Movie passes
- One free Monday-Thursday Cabana Rental per season ~~(non-luxury)~~
- Member Appreciation Event
- ~~2025 Cooler Pass included~~

Nonresident fee may

Aquatics Promotions and Discounts

Marketing Discount

Incentives

Park Foundation Giveaways | 240 daily admission tickets ~~passes~~to Water Works Park, 40 rec center passes for fundraising events

Special Events Giveaways I 1650 daily admission ~~passes~~tickets to Water Works Park leverage as incentives and promotions for special events (City operated only; internal department partnership)

Social Media Campaign | ~~200~~80 daily admission ~~passes~~tickets to Water Works Park to leverage as incentives for marketing campaigns

Mobile and Social Media Marketing | Varies by season with Director approval

Flash Sales

10%-75% off discount of Food/Beverage, Cabana rentals, or merchandise applied through text club or sales supervisor to maximize capacity or sales capabilities.

Twilight Admission Discount, Monday-Friday, 4 p.m. - Close

$108 per guest under 48 inches | Discounted daily admission fee during low attended hours; nonresident fee may apply

$142 per guest 48 inches & taller | Discounted daily admission fee during low attended hours; nonresident fee may apply

Facility Maintenance Discount | $2 off admission when major amenities are under repair

~~**Concessions and Merchandise will be priced between $0-$100 per item or bundle deal**~~

~~Natatorium Promotions and Discounts~~

~~**Natatorium Pass Perks** | One free daily admission coupon for friends and family~~

~~**Concessions and Merchandise will be priced between $0-$100 per item or bundle deal**~~

Civic Center Pool Special Event Discounts

Father's Day | Fathers get in for $21 with an accompanied paid admission

July 4 | $21 Daily admission, all-day

Employee Incentive and Discounts

City of Denton and DISD Employees | $11550 All Access Annual Aquatics Pass per employee and immediate family

(maximum 6 family members per employee) ~~members~~

On-Duty Staff Incentive | ~~30~~10% off Tidal Wave Cafe~~concession items~~

Lifeguards I Initial cost of certification paid back in August if class was taken with City of Denton Parks and Recreation Department

Nonresident fee may

ORDINANCE NO _____

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 PORVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Departments is responsible for fostering a sense of community and enhancing the quality of life of residents and visitors by providing recreational, educational, and wellness opportunities; supporting Denton's economic vitality through special events, and providing beautiful, well-maintained parks and public spaces while being good stewards of the environment; and

WHEREAS, in accordance with state law and City Code, fees assessed for the use of City property, staff or other resources are adopted by City Council; and

WHEREAS, the City Council finds the fees imposed pursuant to the attached schedule of fees established for the use of facilities or for services provided by the Parks and Recreation Department ("Department") bear a reasonable relationship to the cost for such provision, and serve a public purpose; and

WHEREAS, at the August 4, 2025 meeting of the Parks, Recreation and Beautification Board, the Board recommended the City approve the Parks and Recreation 2025-2026 Schedule of Fees by a vote of 6 to 0. 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 charges for the use of City property and facilities, and for services provided at or by Parks and Recreation 2025-2026 Schedule of Fees shall be as indicated in Exhibit A titled Parks and Recreation 2025-2026 Schedule of Fees ("Schedule of Fees"), attached hereto and made a part hereof for all purposes.

SECTION 3. The Schedule of Fees set forth in Exhibit A is hereby adopted and is effective on October 1, 2025.

SECTION 4. Fees may be adjusted on an interim basis throughout the year as new services are added or to maintain parity with market trends. Interim changes will be submitted for approval by the Park Board and City Council.

SECTION 5. The Schedule of Fees set forth in Exhibit A adopted herein supersedes the Department's previously established fee schedules.

SECTION 6. The provisions of this ordinance are severable, and the invalidity of any phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance.

SECTION 7. All ordinances or parts of ordinances in conflict with the terms or provisions in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 8. 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: Susan Keller Digitally signed by Susan Keller Date: 2025.09.08 21:52:36 -05'00'

UNITE, GROW, PLAY

Denton Parks and Rec

2025-2026 Schedule of Fees

Effective Oct. 1, 2025

Fees may be adjusted on an interim basis throughout the year as new services are added or to maintain parity with market trends. Interim changes will be submitted for approval by Park Board and Council approval on an annual basis. Code of Ordinances – Chapter 22.28

Any new marketing promotion will be approved prior to implementation by the City Manager or his/her designee.

Many program fees are set by independent contractors. Parks and Recreation led programs, leagues, events, and childcare fees vary and are periodically benchmarked. Per Code of Ordinances Chapter 22-28, the fee shall be based on the cost of providing the event, service, equipment, or goods. These fees are published in our online catalog at www.dentonparks.com.

Recreation Fees

Rec Pass, Memberships, Hunting, Impact, and Nonresident Fees

Rec Pass / Membership Fees	Fee	Application of Fee and Description
Rec Pass | Ages 8 and older	$20 Annual	Access to open recreation activities, game room, computers, and walking track at the Civic Center. Available at Denia Recreation Center, North Lakes Recreation Center, Martin Luther King Jr. Recreation Center, and if 50 years and older, American Legion Hall Senior Center and Denton Senior Center
Day Pass	$5 per day	One-day access to a single location. Includes Rec Pass activities and Fitness Equipment at above listed locations and walking track at the Civic Center
Rec Pass | Replacement Card	$5	Fee for the replacement of a lost rec pass card
Gym Membership	$25 one month $60 three months $180 annual	Rec Pass + Fitness Equipment Access
Group Exercise Membership	$35 one month $95 three months $350 annual	Rec Pass + Fitness Equipment Access + Selected Group Exercise Class Access
Group Exercise Drop-In	$10	Access to a single Group Exercise Membership Class + Rec Pass + Fitness Equipment Access

Facility Utilization Agreement Fees	Fee	Application of Fee and Description
Recreation Impact Fee	$15	Fee per player, per season approved in the Youth Sports Association Facility Utilization Agreement
Select Impact Fee	$25	Fee per player, per season approved in the Youth Sports Association Facility Utilization Agreement

Hunting Permits	Fee	Application of Fee and Description
Seasonal Permit, Resident	$30	Seasonal fee for hunting permit, details & locations are available at www.dentonparks.com

Nonresident Fees	Fee	Application of Fee and Description
Nonresident Fee	$10	Add-on fee applied to individuals who do not pay City of Denton taxes for facility (per hour) or equipment rentals, program registrations, memberships, and/or services, unless otherwise noted
Nonresident Fee	$2	Same as defined above and applicable to daily admissions and programs that are under $15

*Nonresident fee may apply

Memorial and Cemetery Fees

Memorial Fees	Fee	Application of Fee and Description
Memorial Bench	$2,400	Fee for labor and supplies to install memorial bench and plaque. Details and locations are available at www.dentonparks.com
Memorial Bricks	$275	Fee for labor and supplies to install memorial brick. Details and locations are available at www.dentonparks.com
Memorial Picket	$275	Fee for labor and supplies to install memorial picket. Details and locations are available at www.dentonparks.com

Cemetery Fees	I.O.O.F.	Oakwood	Application of Fee and Description
Stone (Monument) Permit	$75	$75	Fee for a permit to install a monument per approved specifications
Burial (Interment) Permit	$75	$75	Fee for an internment permit per approved specifications
Burial Permit Late Fee	$100	$100	Fee applied in addition to the Burial Permit if the request is less than 48 hours prior to the burial
Plot for Cremations	$150	n/a	Fee for a cremations burial space
Plot for Infant Coffin	$375	$375	Fee for an infant-sized coffin burial space
Plot for Standard Coffin	$925	$550	Fee for a standard coffin burial space

*Nonresident fee may apply

Recreation Facility Rental and Service Fees

Recreation and Senior Center Room Rentals

Hourly rates per room and service fees; multipurpose rooms and rates can be combined to rent one area.

Rec Center Rooms Hourly Rates	Room A Multipurpose	Room B Multipurpose	Room C Multipurpose	Kitchen	Full Gym	Half Gym	Game Room	Computer Room	Craft Room
MLK Jr. Rec Center	$30	$35		$20	$90	$50	$25	$25	$25
Denia Rec Center	$30	$35	$30		$90	$50	$25		
North Lakes Rec Center	$30	$35			$90	$50			

Senior Center Rooms Hourly Rates	Room A Multipurpose	Room B Multipurpose	Conference/ Computer Rm	Kitchen	Orange Room	Blue Room	Green Room/ Classroom	Craft Room Ceramics	Garden/ Terrace
Denton Senior Center	$80	Included	$25	$20	$35	$30	$20	$25	$25
American Legion Hall	$40	$40	$25	$20			$20		$25

Rental Service Fees	Fee	Application of Fee and Description
Building Attendant (BA)	$22	Hourly fee per individual staff for after-hours rental
Cleaning Fee	$250	Fee for cleaning recreation center after rentals (Saturday and Sundays only)
Deposit	$100	Fee required to secure a rental 30 days in advance and is refunded after the rental pending no damages to facility

Denton Civic Center Meeting Room Rentals

Meeting Rooms Hourly Rates	Meeting Rm 1 Community Rm	Meeting Rm 2 Redbud Rm	Rotunda/ Kitchen	Plaza	Full Facility Rental
Denton Civic Center	$65	$50	$175	$25	$325

Rental Service Fees	Fee	Application of Fee and Description
Building Attendant (BA)	$22	Hourly fee per individual staff for after-hours rental; staff requirements are based on attenance and alcohol served
Deposit (rodunda/full building)	$200	Fee required to secure a rental and is refunded after the rental pending no damages to facility
Deposit (meeting Rooms)	$100	Fee required to secure a rental and is refunded after the rental pending no damages to facility
Cleaning Fee (rotunda)	$400	Fee required for Civic Center rotunda rentals (Saturday and Sundays only)
Cleaning Fee (meeting rooms)	$75	Fee required for meeting room rentals (Saturday and Sundays only)

*Nonresident fee may apply

Athletic Facility Rental, Service, and Maintenance Fees

Practice Field Rentals	Fee	Application of Fee and Description
Practice Field; no lights	$25	Hourly fee for exclusive use of a practice field per the listing below during daylight hours
Practice Field; with lights	$35	Hourly fee for exclusive use of a practice field per the listing below during evening hours
Disc golf Course	$25	Hourly fee for exclusive use of the disc golf course
Hockey Rink/Futsal at Mack Park	$25	Hourly fee for exclusive use of the rink at Mack Park

Practice Field Rental Options:

Mack Soccer, Fred Moore Softball, North Lakes Softball 5 & 6, North Lakes Football and Soccer, Vela, Roberts, Mack, Evers Baseball, Cricket Grounds

Game Field Rentals	Fee	Application of Fee and Description
Game Field; no lights	$25	Hourly fee for exclustive use of a field for tournament/games during daylight hours
Practice Field; with lights	$35	Hourly fee for exclustive use of a field for tournament/games during evening hours
Baseball/Softball Tournament Fee	$400	Per Field Fee charged for all tournament rentals, per day
Deposit	$200	Fee required to secure a game and complex rental; refunded based on concluding field and facility conditions
Cancellation Fee | Tournament	$100	Fee applied if the tournament is canceled less than seven days from the tournament start date
Cancellation Fee | Games/Tournament	$200	Fee applied, or deposit is forfieted if a tournament or game is canceled less than two days from game date

Rental Service Fees		
Labor Fee	$38	Hourly fee per individual staff to prep fields, remove trash/litter, and/or clean restrooms
After Rental Light Fee	$10	Hourly fee applied if field lights are left on after rental
Bleacher Fee	$100	Flat fee per bleacher foir loading, hauling, and setting not native to the field rented
Soccer Goal Fee	$350	Flat fee per pair of soccer goals for loading, hauling, and setting not native to the field rented
Field Marker Fee	$150	Flat fee per field for line marking a sport not native to the field rented
Temporary Fence | Field Rental	$50	Flat fee per field for temporary fence installation for field rental tournament

*Nonresident fee may apply

Pavilion Rentals, Park Rentals, and Tennis & Pickleball Center

Pavilion Rentals	Fee	Application of Fee and Description
Small Pavilion	$15	Hourly fee for the exclusive use of a small pavilion; location/capacity are available at www.denton.parks.com
Large Pavilion	$20	Hourly fee for the exclusive use of a large pavilion; location/capacity are available at www.denton.parks.com
Bounce House Add-On	$10	One-time fee to utilize the services of a bounce house vendor during a pavilion rental
Park Event Rentals | exclusivity does not apply to public amenities such as playgrounds, trails, courts unless otherwise stated		
Fred Moore Park	$65	Hourly Fee for exclusive use of a park area, pavilions, and stage for large public and private events
North Lakes Park	$75	Hourly Fee for exclusive use of a park area and pavilions for large public and private events
South Lakes Park	$75	Hourly Fee for exclusive use of a park area and pavilions for large public and private events
Wolff's Park	$65	Hourly Fee for exclusive use of the park area for large public and private events
North Lakes South Pond	$65	Hourly Fee for exclusive use of the south pond area for large public and private events
North Lakes Dog Park - Smallest Pen	$65	Hourly Fee for exclusive use of the small (special event) dog park pen
Quakertown North	$200	Hourly Fee for exclusive use of the north side of the park for large public and private events
Quakertown South	$200	Hourly Fee for exclusive use of the south side of the park for large public and private events
The NOOK	$65	Hourly fee for the exclusive use of the NOOK at Emily Fowler Library for small public or private events
Clear Creek Natural Hertiage Area	$200	Hourly Fee for exclusive use of a park area and pavilions for large public and private events
CCNHC Education Center Rental	$25	Hourly fee for usage of the Education Center
CCNHC Building Attendant	$22	Hourly fee per indivudual staff for after-hours rental
Mountain Bike Trail Rental	$25	Hourly fee for exclusive use of the Mountain Bike Trail for park area, pavilions for large public or private events
CH Collins Stage at Fred Moore Park	$15	Hourly Fee for exclusive use of a park area, pavilions, and stage for large public and private events
Community Garden Plot	$20	Hourly Fee for exclusive use of a park area and pavilions for large public and private events
Park Contractor	$15	Hourly Fee for exclusive use of a park area and pavilions for large public and private events
Denton ISD Cross Country Meet	$100	Hourly Fee for exclusive use of the park area for large public and private events
Cross Country Meet	$150	Hourly Fee for exclusive use of the south pond area for large public and private events
Parking Attendant	$48	Hourly Fee for exclusive use of the north side of the park for large public and private events

Denton Tennis & Pickleball Center	Fee	Application of Fee and Description
Annual Membership	$125	Annual fee for tennis/pickleball court reservations
Court Rental Fee	$4	Drop-in fee for a single player for one hour
Court Tournament Reservation	$18	Tournament Hourly Fee for exclusive reservation of a court

*Nonresident fee may apply

Special Event Fees

Special Event Fee	Fee	Application of Fee and Description
Special Event Deposit	25%	A non-refundable deposit that is applied to the overall reservation balance to secure an event held on park property
Special Event Application Fee - Tier 1	$60	Fee for processing a neighborhood block party permit application
Special Event Application Fee - Tier 2	$100	Fee for processing a Tier 2 special event permit application
Special Event Application Fee - Tier 3	$170	Fee for processing a Tier 3 special event permit application
Special Event Application Fee - Tier 4	$330	Fee for processing a Tier 4 special event permit application
Special Event Application Fee - Tier 5	$630	Fee for processing a Tier 5 special event permit application
Recurring Events Fee	50% of tier rate	For subsequent events in a series, or recurring markets that have the same footprint, event times, and traffic control plan. Fee for events after the first application fee has been processed. Restarts after 12 months from first event in series.
Special Event Late Fee - Tier 1	$25	Fee for processing late special event permit applications received after established deadline
Special Event Late Fee - Tier 2	$50	Fee for processing late special event permit applications received after established deadline
Special Event Late Fee - Tier 3	$75	Fee for processing late special event permit applications received after established deadline
Special Event Late Fee - Tier 4	$100	Fee for processing late special event permit applications received after established deadline
Special Event Late Fee - Tier 5	$125	Fee for processing late special event permit applications received after established deadline
Recurring Events Late Fee	50% of tier rate	Fee for processing late special event permit applications received after established deadline
Event Impact Fee	$50	Hourly fee for unanticipated special event permit and operational needs including but not limited to on-site review and clean-up
Vendor Permit | For-Profit Fee	$25	Fee for processing a Tier 5 special event permit application
Vendor Permit | Nonprofit Fee	$15	Fee for processing a Tier 5 special event permit application
Radio Rental Fee	$10	Fee for a single-day radio rental (City-sponsored events only)
Radio Replacement Fee	$3,500	Fee to replace a lost or stolen radio (City-sponsored events only)

*Nonresident fee may apply

LED Screen Trailer Fees	Fee	Application of Fee and Description
LED Screen Trailer; Monday-Thursday	$3,000	Fee for 6-hour screen rental within Denton city limits (Monday-Thursday)
Deposit Fee	$1,500	A non-refundable 50% deposit to secure the LED screen rental (Monday-Thursday)
Additional Hourly Usage (Mon-Thurs)	$500	Add-on fee for additional hourly usage of LED screen rental (Monday-Thursday)
LED Screen Trailer; Friday-Sunday	$4,500	Fee for 6-hour screen rental within Denton city limits (Friday-Sunday)
Additional Hourly Usage (Fri-Sun)	$750	Add-on fee for additional hourly usage of LED screen rental (Friday-Sunday)
Deposit Fee	$2,250	A non-refundable 50% deposit to secure the LED screen rental (Friday-Sunday)
Rentals Staff	$100	Hourly Fee per staff team for screen rental
Non-City Rental Fee	TBD	TBD plus GSA mileage rate from Denton Civic Center

Marketing and Promotion of Recreation Programs and Events

Recreation Promotions and Discounts

Special event and Social Media Campaign Giveaways - to leverage as incentives and promotions for programs and special events

50 $10 range cards
5 park pavilion rentals
2 Basic birthday party packages at Denia or MLK Jr. Recreation Center
1 Mobile Rec birthday party
5 woodshop memberships for ages 50+; given to volunteer woodshop supervisors
2 Gym/Group exercise passes (1 month)
2 50+ Valentine's Dance & Dinner Packages (2 tickets per package)
2 Adult 50+ trips to Winstar (trip registration fee only)
3 Hunting Permits (1 season)
3 Family Ticket Package - My Little Valentine Dance (Limit 4 individuals)

*see the Aquatic Promotions page for Special Event/Aquatics marketing

*Nonresident fee may apply

Aquatic Memberships, Admissions, and Group Discounts

Ages 2 and under are free per daily admission purchased

Natatorium Admissions and Group Discounts

Memberships and Admissions

12 Month	1 Month	Daily Admission
General Public | $200	General Public | $45	Ages 3-15 | $6
Resident | $175	Resident | $35	Ages 16 & older | $8

Daily Admissions Group Discount

10-19 Guests	20+ Guests	Denton PARD Camps
$0.50 off per admission	$1 off per admission	$1 admission per camper

Water Works Park Admissions and Group Discounts

Season Pass and Admissions

Preseason Discount	Season Pass	Monthly Pass	Daily Admission
Holiday Savings	**Silver Membership**	General Public | $45	Non-swimmer | $6
$10 Discount applied to any season pass or cooler pass purchased between November 27, 2025 - January 1, 2026	(Memorial Day-Labor Day) General Public | $100 Resident | $85	Resident | $40	Under 48 inches | $14 48 inches & taller | $19
Early Bird Savings	**Platinum Membership**		
$5 Discount applied to any season pass or cooler pass purchased between January 2, 2026 - March 1, 2026	(March-November) General Public | $220 Resident | $200		**Cooler** $10 Fee covers 1-2 coolers. Additional fee applied to 3 or more coolers.
	Cooler Pass $75		

Daily Admissions Group Discount

10-29 Guests	30-99 Guests	100+ Guests	Denton PARD Camps
$3 off per admission	$3 off per admission	$3 off per admission	$5 admission per camper

Civic Center Pool Rates Admissions

Season Pass and Admissions

Season Pass	Daily Admission
General Public | $55	Ages 3-14 | $6
Resident | $45	Ages 15 & older | $8

*Nonresident fee may apply

Aquatic Memberships, Admissions, and Group Discounts

All-Access Aquatics Pass | Includes access to the Natatorium, Water Works Park, and Civic Center Pool	
All-Access Aquatic Membership	**12-Month**
	General Public | $260
	Resident | $240

*Includes Platinum Membership to Water Park

Aquatic Facility Rentals | Based on guest attendance					
Water Works Park	**1-400 Guests**	**401-600 Guests**	**601-800 Guests**	**801-1,200 Guests**	**1,201-1,600 Guests**
	$1,600 | 2-hr min	$1,800 | 2-hr min	$2,000 | 2-hr min	$2,200| 2-hr min	$2,400 | 2-hr min
	$500 per extra hour	$500 per extra hour	$500 per extra hour	$500 per extra hour	$500 per extra hour
Civic Center Pool	**1-100 Guests**	**101-200 Guests**	**201-300 Guests**	**301-400 Guests**	
(Monday-Thursday)	$475 | 2-hr min	$575 | 2-hr min	S650 | 2-hr min	$750 | 2-hr min	
	$150 per extra hour	$175 per extra hour	$200 per extra hour	$225 per extra hour	
Civic Center Pool	**1-100 Guests**	**101-200 Guests**	**201-300 Guests**	**301-400 Guests**	
(Friday-Sunday)	$525 | 2-hr min	$625 | 2-hr min	S725 | 2-hr min	$825 | 2-hr min	
	$150 per extra hour	$175 per extra hour	$200 per extra hour	$225 per extra hour	
Denton Natatorium	**1-100 Guests**	**101-200 Guests**	**201-300 Guests**	**301-400 Guests**	
	$475 | 2-hr min	$575 | 2-hr min	S650 | 2-hr min	$750 | 2-hr min	
	$150 per extra hour	$175 per extra hour	$200 per extra hour	$225 per extra hour	

Aquatic Amenity Rentals		
Water Park Resort Cabanas	**Monday- Thursday**	**Friday-Sunday**
	$65 | 3-hr min	$80 | 3-hr min
	$20 per extra hour	$25 per extra hour

Lane and Pavilion Rentals	Fee	Application of Fee and Description
Natatorium Lane Rental	$15	Hourly fee for exclusive use of a lap swim lane in the Natatorium.
Water Park Corporate Pavilion Area	$150	Hourly fee for use of the Corporate Pavilion, sand volleyball court, and grassy area. Each add'l hr | $50
Outside Catering Fee	$150	Fee for use of outside catering during private rental, after hours rental, or corporate pavilion area.

*Nonresident fee may apply

Aquatic Memberships, Admissions, and Group Discounts

Aquatic Promotions and Discounts	
Military Discount Days - $2 off full-priced admissions at WWP, Nat, or CCP | $2 off for all military active duty, veterans, retired, and reserves that have a valid, unexpired identification card on select days (Memorial Day, June 6, July 4, Labor Day) *CCP runs a $2 admission special all day on July 4.	

Aquatic Promotions and Discounts	
Season Pass Perks (per membership)	
Silver Membership	
	Souvenir cup with $1 refills
	Two single use 50% off daily admission coupons for friends and family (Buddy Pass)
	10% off concessions and gift shop purchases
	$10 off total cabana rental M-Th
	Member Appreciation Event
Platinum Membership	
	Souvenir cup with $1 refills
	Two single use general admission tickets
	Two single use 50% off daily admission coupons for friends and family (Buddy Pass)
	Two meal combo vouchers for Tidal Wave
	10% off concessions and gift shop purchases
	$10 off total cabana rental M-Th
	4 Dive-In-Movie Passes
	One free Monday-Thursday Cabana Rental per season
	Member Appreciation Event
Marketing Discount Incentives	
	Park Foundation Giveaways | 20 daily admission tickets to Water Works Park, 40 rec center passes for fundraising events
	Special Events Giveaways | 16 daily admission tickets to Water Works Park as incentives & promotions for special events (city-operated, internal)
	Social Media Campaign | 80 daily admission tickets to Water Works Park to leverage as incentives for marketing campaigns
	Mobile and Social Media Marketing | Varies by season with Director approval
Flash Sales	10%-75% off discount of Food/Beverage, Cabana rentals, or merch through text club or sales supervisor to maximize capacity or sales capabilities
	$5 off admission or Cabana rental to WWP through text club or sales supervisor to maximize capacity or sales capabilities
	BOGO admission to WWP through text club or sales supervisor to maximize capacity of park during low attendence days

*Nonresident fee may apply

Twilight Admission Discount, Monday-Friday, 4 p.m. - Close

$10 per guest under 48 inches | Discounted daily admission fee during low attended hours; nonresident fee may apply

$14 per guest 48 inches and taller | Discounted daily admission fee during low attended hours; nonresident fee may apply

Facility Maintenance Discount | $2 off admission when major amenities are under repair

Civic Center Pool Special Event Discounts

Father's Day | Fathers get in for $2 with an accompanied paid admission

July 4 | $2 Daily admission, all-day

Employee Incentives & Discounts

City of Denton and DISD Employees | $115 All Access Annual Aquatics Pass per employee and immediate family (Maximum 6 family members)

On-Duty Staff Incentive | 10% off Tidal Wave Café

Lifeguards | Initial cost of certification paid back in August if class was taken with City of Denton Parks and Recreation Dept

*Nonresident fee may apply