City of Denton

Meeting Agenda

City Council

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

Tuesday, May 5, 2026 | **4:00 PM** | **Council Work Session Room & Council Chambers**

WORK SESSION BEGINS AT 4:00 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, May 5, 2026, at 4:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

WORK SESSION

1. Citizen Comments on Consent Agenda Items

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

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

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

A. ID 26-0064 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 26-0590 Receive a report and hold a discussion regarding the City's 311 Operation.
[Estimated Presentation/Discussion Time: 30 minutes]

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Denton 311 Presentation

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

1. Closed Meeting:

A. ID 26-0758 Deliberations regarding Real Property - Under Texas Government Code Section 551.072; Consulting with Attorneys - Under Texas Government Code Section 551.071. Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to certain real property interests located at 610 Oakland Street in the City of Denton, Denton County, Texas where a public deliberation would have a detrimental effect on the City's position in negotiations with third parties. Consultation with City's attorney regarding issues associated with the above matter where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position in any administrative or potential litigation.

B. ID 26-0736 Deliberations regarding Personnel Matters - Under Texas Government Code Section 551.074.

Deliberate and discuss the appointment, employment, duties, compensation, and/or contract of the Municipal Judge.

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

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

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

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

1. PLEDGE OF ALLEGIANCE

A. U.S. Flag
B. Texas Flag

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

2. PROCLAMATIONS/PRESENTATIONS

A. ID 26-2427 Proclamation: Small Business Week

B. ID 26-0280 Proclamation: National Bike Month

C. ID 26-0283 Proclamation: Drinking Water Week

D. ID 26-0733 Proclamation: TWU Gymnastics National Championship Recognition

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 26-0712 Eileen Short regarding Dementia Friendly Denton City.

B. ID 26-0713 Mary Wright regarding Cooper Creek.

C. ID 26-0720 Prudence Sanchez regarding Homeless Camping on Private Property.

D. ID 26-0722 Alfredo Sanchez regarding Homeless Camping on Private Property.

E. ID 26-0734 Willie Hudspeth regarding New City Manager Hiring.

F. ID 26-0735 Larry Lawrence regarding New City Manager Hiring.

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

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

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

4. CONSENT AGENDA

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

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

Listed below are bids, purchase orders, contracts, and other items to be approved under the Consent Agenda (Agenda Items A – Q). 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 26-0725 Consider approval of a resolution of the City of Denton confirming the appointment of Kristi Fogle as the Interim City Secretary; and providing an effective date.

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

B. ID 26-0377 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the city manager to execute an Interlocal Cooperation Agreement between the Town of Northlake and the City of Denton, Texas, to provide access for inspection and roadway widening at Gibbs Road at Robson Ranch Road; and providing an effective date.

Attachments: Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance & Interlocal Agreement with the Town of Northlake

C. ID 26-0617 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City of Denton and Giving Grace, Inc. to provide HOME Investment Partnership-American Rescue Plan (HOME-ARP) and HOME Investment Partnership (HOME) grant funds for Tenant Based Rental Assistance in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $896,119.41; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet.pdf
Exhibit 2 – Ordinance and Agreement

D. ID 25-2307 Consider adoption of an ordinance of the City of Denton, Texas, a Home-Rule Municipal Corporation, authorizing the City Manager, or their designee, to execute an agreement for cost sharing of an offsite sewer line with UCRP Acquisitions, LLC, a Texas Limited Liability Company, wherein UCRP Acquisitions, LLC will pay its proportionate share of costs involving design, easement acquisition, surveying, engineering, potholing, construction, legal fees, and other associated matters for an offsite sanitary sewer line generally located at the intersection of Hampton Road and North Masch Branch Road and running south along North Masch Branch Road, under U.S. 380, and connecting to an existing line near Jim Christal Road; and providing an effective date.

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

E. ID 25-2012 Consider adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute a Development Agreement with Baker 345, LLC and RM Squared Denton, LLC, for the payment in lieu of the construction of offsite sidewalk improvements along a portion of Masch Branch Road between Hampton Road and US380; and providing an effective date.

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

F. ID 26-0597 Consider approval of a resolution of the City of Denton, Texas, amending prior resolution consenting to the creation of "Cole Ranch Improvement District No. 1 of Denton County, Texas" and the inclusion of land therein; and providing an effective date.

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

G. ID 26-0540 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute an agreement with the Texas Historical Commission to participate in the Texas Main Street Program demonstrating the City of Denton's commitment to continue as a "sustaining level official main street city" and authorizing payment of the annual fee in the amount of $2,600; and providing an effective date.

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

H. ID 26-0673 Consider adoption of an ordinance of the City of Denton approving a grant to Brakefield's Pool Service, LLC for façade and sign improvements located at 520 S. Elm Street from the Downtown Reinvestment Grant Program in an amount not to exceed $10,000.00 from Tax Increment Reinvestment Zone Number One funds; and providing for an effective date. The Tax Increment Reinvestment Zone Number One Board Recommends Approval (5-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Agreement
Exhibit 3 - Presentation
Exhibit 4 - LLC Search

I. ID 26-0674 Consider adoption of an ordinance of the City of Denton approving a grant to Mister Red, LLC for façade, awning, sign, and utility improvements located at 122 N. Locust Street from the Downtown Reinvestment Grant Program in an amount not to exceed $50,000.00 from Tax Increment Reinvestment Zone Number One funds; and providing for an effective date. The Tax Increment Reinvestment Zone Number One Board recommends approval (6-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Agreement
Exhibit 3 - Certificate of Appropriateness
Exhibit 4 - Presentation
Exhibit 5 - LLC Search

J. ID 26-0675 Consider adoption of an ordinance of the City of Denton approving a grant to McKarroll Partners, LLC for façade and utility improvements located at 325 W. McKinney Street from the Downtown Reinvestment Grant Program in an amount not to exceed $50,000.00 from Tax Increment Reinvestment Zone Number One funds; and providing for an effective date. The Tax Increment Reinvestment Zone Number One Board recommends approval (6-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Agreement
Exhibit 3 - Presentation
Exhibit 4 - LLC Search

K. ID 26-0738 Consider adoption of an ordinance of the City of Denton, appointing an Interim Municipal Judge to serve as the Presiding Judge of the Municipal Court of Denton for the remainder of the current term ending on September 30, 2026; approving an agreement in substantial form setting the compensation and terms for the Interim Presiding Judge with an effective date of May 18, 2026 and ending date of September 30, 2026; authorizing the Mayor to execute said agreement; authorizing the expenditure of funds; and providing an effective date.

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

L. ID 26-0539 Consider adoption of an ordinance of the City of Denton approving and authorizing the execution of City Council Contingency fund donation agreements between the City of Denton and University of North Texas (UNT) Foundation in support of the UNT African Ensemble ($800), Texas Veterans Hall of Fame ($200), Denton Freedom House ($100), Project Hope in support of Hands of Hope ($100), Siti and Jido Park Foundation in

support of Life Works Community ($100), Cumberland Youth & Family Services ($200), Ranch Hands Rescue in support of Bob's House of Hope ($200), which are nonprofit organizations operating within the City of Denton and designated for donations by individual Council members; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends approval (2-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Council Contingency Support Criteria

M. ID 26-0665 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a Professional Services Agreement between the City of Denton and Burns & McDonnell Engineering Company, Inc., amending the contract approved by City Council on November 19, 2024, in the not-to-exceed amount of $434,596.00; amended by Amendment 1 approved by City Council; said second amendment to provide additional project support services and Maximo support specialists for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-015 - providing for an additional second amendment expenditure amount not-to-exceed $601,448.00, with the total contract amount not-to-exceed $1,181,092.00). The Public Utilities Board recommends approval (5 - 0).

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

N. ID 26-0666 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Anixter Inc., amending the contract approved by City Council on March 21, 2023, in the not-to-exceed amount of $1,125,000.00; said first amendment to continue to supply concrete streetlight and aggregate poles for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (IFB 8191 - providing for an additional first amendment expenditure amount not-to-exceed $281,250.00, with the total contract amount not-to-exceed $1,406,250.00). The Public Utilities Board recommends approval (5 - 0).

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

O. ID 26-0667 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract extension with Curtco, Inc., through April 26, 2027, to continue the crack sealing services for the Streets Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 7572 - extending a contract with Curtco, Inc., to April 26, 2027).

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

P. ID 26-0586 Consider adoption of an ordinance of the City of Denton granting the Downtown Denton Foundation a noise exception for the Denton Historic Bar Tour on Saturday, May 16, 2026, from 4:30 p.m. to 7:30 p.m.at Steve's Wine Bar, located at 111 Industrial Street; and providing an effective date.

Attachments: Exhibit 1- Agenda Information Sheet - Downtown Denton Foundation
Exhibit 2- Ordinance

Q. ID 26-0589 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute an interlocal agreement with the Town of Little Elm, under the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to authorize the City of Denton to provide public safety radio subscriber support services and fire alerting support services to the Town of Little Elm; and declaring an effective date.

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

5. PUBLIC HEARINGS

A. Z25-0018a 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 from Residential 3 (R3) district to Residential 7 (R7) district on approximately 0.74 acres of land generally located on the northeast corner of Bolivar Street and Taliaferro Street, approximately 155 feet west of 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 for a severability clause and an effective date. The Planning and Zoning Commission voted (7-0) to recommend approval. Motion for approval by Chair Pruett and second by Commissioner Riggs (Z25-0018a, Denton Duplexes, Bryce Van Arsdale).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant's Project Narrative
Exhibit 4 - Project Site Location
Exhibit 5 - Future Land Use Map
Exhibit 6 - Existing Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Financial Impact Analysis
Exhibit 9 - Table of Allowed Uses
Exhibit 10 - Notification Map and Responses
Exhibit 11 - LLC Members List
Exhibit 12 - Draft Ordinance
Exhibit 13 - Presentation

6. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ID 26-0757 Consider adoption of an ordinance of the City of Denton, approving and authorizing the City Manager to execute a lease agreement with the Denton City Federation of Women's Clubs for approximately 18,000 square feet of land located at 610 Oakland Street, situated in Quakertown Park, for a twenty year initial term with two ten year renewals; and providing an effective date.

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

B. ID 26-0098 Consider adoption of an ordinance of the City of Denton authorizing the execution of a second amendment to Cole Ranch Operating Agreement with Cole Ranch Improvement District No. 1 of Denton County, Texas, relative to funding of improvement projects serving property within Cole Ranch Improvement District No. 1 of Denton County and adding definitions; and providing an effective date.

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

C. ID 26-0663 Consider adoption of an ordinance of the City of Denton authorizing the execution of a cost sharing agreement between the City, Cole Ranch Development LP, Cole Ranch Improvement District No. 1 of Denton County, HR 3200, LP, and Hunter Ranch Improvement District No. 1 of Denton County, for the construction of a sewer line; authorizing an escrow agreement and the expenditure of funds for the City's allocated share of improvement costs; and providing an effective date.

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

D. ID 26-0323 Consider adoption of an ordinance of the City of Denton, Texas directing the publication of Notice of Intention to issue $82,000,000 in principal amount of Certificates of Obligation of the City of Denton for General Government and Solid Waste projects; and providing an effective date. The Public Utilities Board recommends approval (5-0).

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

E. ID 26-0324 Consider adoption of an ordinance of the City of Denton, Texas directing the publication of Notice of Intention to issue $243,000,000 in principal amount of Certificates of Obligation of the City of Denton for Waterworks and Wastewater System and Electric System projects; and providing an effective date. The Public Utilities Board recommends approval (5-0).

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

7. CONCLUDING ITEMS

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

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

C E R T I F I C A T E

I certify that the above notice of meeting was posted on the official website (https://tx-denton.civicplus.com/242/Public-Meetings-Agendas) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on April 29, 2026, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

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OFFICE OF THE CITY SECRETARY

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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Cassey Ogden, Interim

DATE: May 5, 2026

SUBJECT

Meeting Questions, Responses & Handouts

BACKGROUND

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

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

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Ingrid Rex
City Secretary

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Denton Municipal Electric

CM/DCM/ACM: Cassey Ogden

DATE: May 5, 2026

SUBJECT

Receive a report and hold a discussion regarding the City's 311 Operation.

BACKGROUND

Denton 311 provides a single point of contact for residents wanting to request city services and report non-police emergencies such as concerns for Community Improvement Services, Animal Services, Transportation, Public Works, Denton Municipal Electric (DME), Water, and Wastewater. Denton 311 operates as the "front door" to city government, utilizing an Omni-channel approach to intake service requests via phone, mobile app, and web portal.

- Denton 311 Staffing: Our team consists of 10 dedicated professionals: a Manager, an Application Analyst, and 8 Call Center Representatives. The department was successfully launched by transitioning 4 utility dispatch positions from Denton Municipal Electric and 6 vacancies from Customer Service.
- Technology: Denton 311 uses Verint to manage our web portal, mobile app, and internal staff workflows. The system automates service delivery by routing all requests directly to the responsible department for resolution.
- Denton 311 is located within the DME campus, Denton 311 shares a modernized control room with System Operations, ensuring close coordination with municipal utilities.
- Denton 311 currently supports 16 city departments and divisions, managing 105 unique request types across public and internal channels.
- Denton 311 handles approximately 4,500 calls monthly, a significant 67% increase over April 2025.
- Denton 311 process roughly 1,400 service requests per month. As of March 2026, 85% of these requests were closed within their designated Service Level Agreement (SLA), representing a 34% improvement in resolution efficiency compared to last year.

EXHIBITS

1. Agenda Information Sheet

2. Denton 311 Presentation

Respectfully submitted:
Jerry Looper
Executive Manager of System Operations and Compliance

Prepared by:
Sheila Gray, 311 Operations Manager

For information concerning this acquisition, contact: Jerry Looper, 940-349-7676.

Denton 311

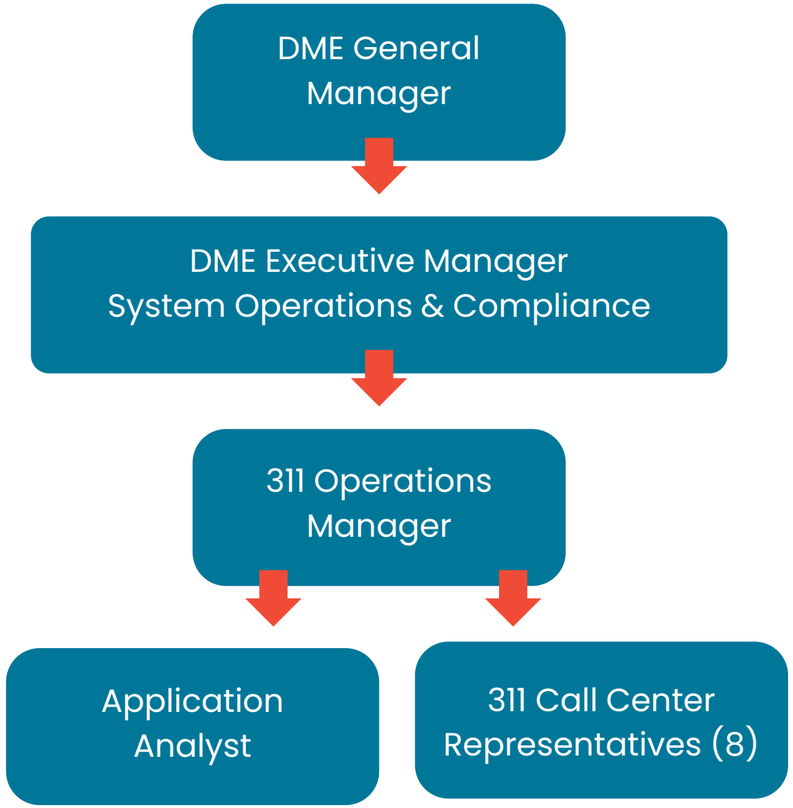
Sheila Gray
Denton 311
Operations Manager



Legistar #26-0590

What is Denton 311

- 10 FTEs
- $1.6M Budget
- Located on the DME Campus
- Single Point of Contact for Non-Emergency City Services
- Enhances Quality of Life
- Increases City Efficiency
- Access to City services 24/7, 365





Denton 311: 2024 - Today

Denton Municipal Electric Begins Denton 311 Project November 2023

Denton 311 live with Community Improvement Services (CIS) March 2024

New Denton 311 Operations Manager April 2024

#8200 City Switchboard Calls Moved to 311 August 2024

311 Onboarded 5 New Agents May-September 2024

311 3-Digit Available National 311 Day March 11, 2025

New Departments & Phone Numbers Added to Denton 311 2024-2025

Social Media Campaign Spring 2025

Denton 311 Official Go Live April 2025

Legistar #26-0590

Service Partners

- Animal Services
- Community Services
- Parks & Recreation
- Transportation
- Drainage
- Airport
- Streets/Traffic
- Water/Wastewater
- Denton Municipal Electric
- Zoning
- Police
- Environmental Services
- Risk
- Public Health



Reliable 24/7 Service

- Call Stats
  - Call Volume: 49,244
  - Answer Percentage: 96%
- Security Monitoring
  - 1-minute response time
  - 4+ intruders identified
- Requests Closed on Time
  - 51% April 2025
  - 85% March 2026

April 2025 - March 2026

- Agent: 5,719
- Self Help: 9,617
- Info Only: 33,908

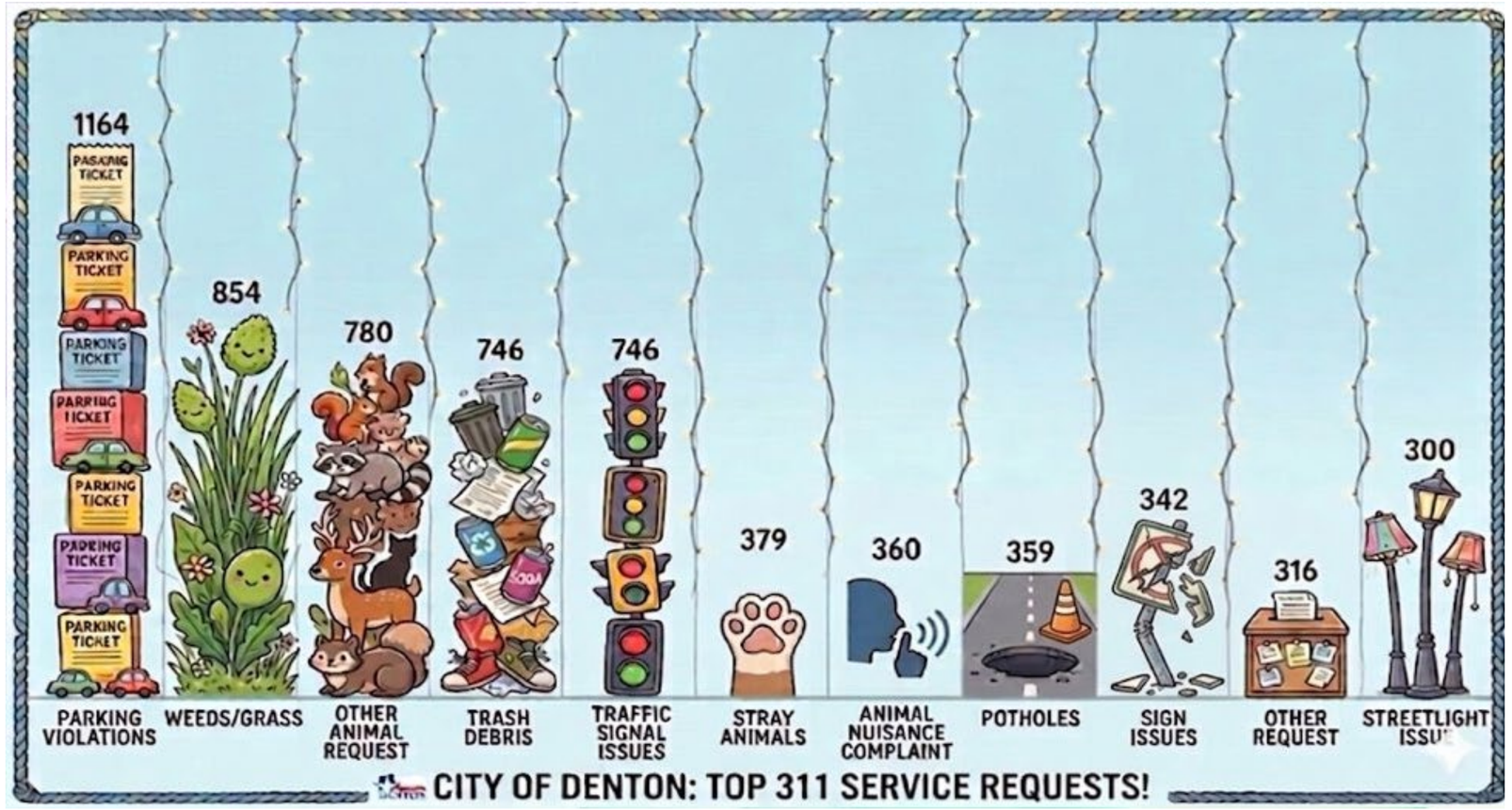
- Android: 1,635
- Apple: 3,775



Legistar #26-0590

Top 11 Request Types

April 2025 - March 2026



Legistar #26-0590

Continuous Improvement

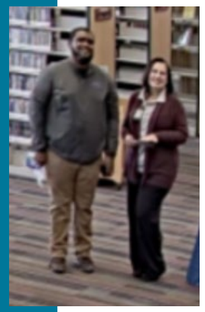




- Community Engagement
- Advertisement
- New Service Offerings
- Technology Improvements

DENTON 311





Legistar #26-0590

QUESTIONS?

CITY OF DENTON

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: **Cassey Ogden, Interim**

DATE: **May 5, 2026**

SUBJECT

Consider approval of a resolution of the City of Denton confirming the appointment of Kristi Fogle as the Interim City Secretary; and providing an effective date.

BACKGROUND

Ingrid Rex tendered her resignation from the City of Denton effective May 13, 2026. Kristi Fogle will serve as the Interim City Secretary while the City completes a thorough external application process for the permanent position.

RECOMMENDATION

Staff recommends the appointment of Kristi Fogle as the Interim City Secretary.

EXHIBITS

1. Agenda Information Sheet
2. Resolution

Respectfully submitted:
Kristi Fogle
Chief of Staff

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON CONFIRMING THE APPOINTMENT OF KRISTI FOGLE AS THE INTERIM CITY SECRETARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ingrid Rex resigned as City Secretary effective May 13, 2026; and

WHEREAS, Kristi Fogle will serve as the Interim City Secretary while the City Manager's Office completes a thorough external application process to recruit a new City Secretary; and

WHEREAS, the City Council of the City of Denton has determined that the appointment of Kristi Fogle as Interim City Secretary should be confirmed. NOW THEREFORE**,**

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitals and findings contained in the preamble of this Resolution are incorporated into the body of the Resolution.

SECTION 2. Kristi Fogle is hereby appointed as the Interim City Secretary of the City of Denton, with said appointment to become effective May 13, 2026.

SECTION 3. This resolution is effective immediately upon its passage.

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

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

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: May 5, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the city manager to execute an Interlocal Cooperation Agreement between the Town of Northlake and the City of Denton, Texas, to provide access for inspection and roadway widening at Gibbs Road at Robson Ranch Road; and providing an effective date.

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Due to continued development along Robson Ranch Road, the Town of Northlake has requested an Interlocal Cooperation Agreement (ICA) with the City of Denton to provide access for inspection and roadway widening at Gibbs Road at Robson Ranch Road.

The project, located entirely within the municipal limits of the City of Denton and the Town of Northlake, includes planned upgrades to expand Gibbs Road at Robson Ranch Road to add a dedicated left turn lane.

Under the ICA 26-0216, approved by Council on March 3, 2026, Denton County will provide the completed design and $5.8 million in construction funding, while City staff will manage project delivery.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 16, 2025, the City of Denton approved adoption of an ordinance to execute an ICA (25-2223) with Denton County in the not-to-exceed amount of $2,800,000.00 for construction of a signal and roadway widening at Cleveland Gibbs Road at Robson Ranch Road. Due to added project scope, agreement (25-2223) was not executed.

On March 3, 2025, the City of Denton approved adoption of an ordinance to execute an ICA (26-0216) with Denton County in the not-to-exceed amount of $5,800,000.00 for construction of a signal and roadway widening at Cleveland Gibbs Road at Robson Ranch Road, and the added project scope between IH 35W

and Sage Hawk along Robson Ranch Road. Approval of ordinance (26-0216) repealed and replaced the previous agreement.

RECOMMENDATION

Approval of an ordinance to execute an ICA with the Town of Northlake.

FISCAL INFORMATION

No cost to the City of Denton.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance & Interlocal Agreement with the Town of Northlake

Respectfully submitted:
Seth Garcia, 940-349-8938
Director of Capital Projects

For information concerning this acquisition, contact: Megan Davidson, 940-349-8111.

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 AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF NORTHLAKE AND THE CITY OF DENTON, TEXAS, TO PROVIDE ACCESS FOR INSPECTION AND ROADWAY WIDENING AT GIBBS ROAD AT ROBSON RANCH ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake ("Northlake") and the City of Denton (the "City") mutually desire to enter into an agreement to provide access for inspection and roadway widening at Gibbs Road at Robson Ranch Road (the "Project"), located entirely in the municipal limits of the City and Northlake; 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 Northlake and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, Northlake and the City value the timely completion of the Project, which involves roads that are an integral part of Northlake's road system, and the Parties 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 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. The City Council hereby authorizes the expenditure of funds therefore in the amount and in accordance with the written contract attached hereto and incorporated herein as Exhibit A.

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

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

	Aye	**Nay**	**Abstain**	**Absent**
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 _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:

_____
INGRID REX, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

Marcella Lunn
_____
MACK REINWAND, CITY ATTORNEY

EXHIBIT "A"

Interlocal Cooperation Agreement

Docusign Envelope ID: 04FEB7E0-0EDA-8AC0-8173-E0D73EB3B23D

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF NORTHLAKE AND THE CITY OF DENTON FOR ROADWAY WIDENING AT CLEVELAND GIBBS ROAD AND ROBSON RANCH ROAD

THIS AGREEMENT is made, entered into and executed by and between The Town of Northlake, Texas, a home rule municipal corporation, hereinafter "Northlake"; and the City of Denton, Texas, a home rule municipal corporation, hereinafter "Denton" or "the City." Northlake and the City are individually referred to as a "Party" and collectively referred to herein as "the Parties."

WHEREAS, Northlake and the City mutually desire to enter into this Agreement to provide access for inspection and roadway widening at Gibbs Road at Robson Ranch Road, located entirely in the municipal limits of the City and Northlake as described and depicted on the Robson Ranch Road plans attached hereto and incorporated herein as Exhibit A, hereinafter "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 Northlake and the City hereby mutually agree to be subject to the provisions of the Act; and

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

NOW, THEREFORE, this Agreement is hereby made and entered into by Northlake and the City upon the terms and conditions stated herein:

WITNESSETH:

I.

Pursuant to Texas Local Government Code §791.011, Northlake and the City hereby enter into this Agreement for inspection and roadway widening. The purpose of this Agreement is to provide a governmental function or service that the City and Northlake are authorized to perform.

II.

Northlake is not responsible for any contribution toward the design and construction of the Project located within the municipal limits of the Town of Northlake.

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III.

The City will manage the engineering plan review, inspections, and roadway widening and shall have all legal responsibility and liability, including the part of the Project within the municipal limits of the Town of Northlake. Northlake will provide any access rights needed for City to construct the Project. No funds will be exchanged by either Party pursuant to this Agreement. In accordance with Section 791.011(d)(3) each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

IV.

This Agreement may be terminated in whole, or in part, by Northlake or the City prior to the start of construction upon written notice to the other Party. In the event of termination by the Town of Northlake, Northlake will be responsible for the improvements, maintenance, or repairs of the roadway located in the Town of Northlake municipal limits.

V.

This Agreement represents the entire integrated agreement between Northlake and the City and supersedes all prior negotiations, representations, and/or 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:
Cassey Ogden, Interim City Manager
City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201

Copy To:
Ingrid Rex, City Secretary
Mack Reinwand, City Attorney
City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201

For Town:
Drew Corn, Town Manager
Town of Northlake, Texas
1500 Commons Circle, Suite 300
Northlake, Texas 76226

Copy To:
Zolaina R. Parker, Town Secretary
Town of Northlake, Texas
1500 Commons Circle, Suite 300
Northlake, Texas 76226

Docusign Envelope ID: 04FEB7E0-0EDA-8AC0-8173-E0D73EB3B23D

VI.

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 the County of Denton, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in the County of Denton, Texas.

VII.

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

The City of Denton 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 Northlake.

VIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither Northlake 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.

IX.

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.

X.

The undersigned officers and/or 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.

XI.

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 _____, 2026.

Docusign Envelope ID: 04FEB7E0-0EDA-8AC0-8173-E0D73EB3B23D

TOWN OF NORTHLAKE, TEXAS
1500 Commons Circle, Suite 300
Northlake, Texas 76226

By: _____
Drew Corn, Town Manager
Town of Northlake, Texas
Acting by the Authority
of the Town of Northlake, Texas

ATTEST:

By: _____
Zolaina R. Parker, Town Secretary

CITY OF DENTON, TEXAS
215 East McKinney Street
Denton, Texas 76201

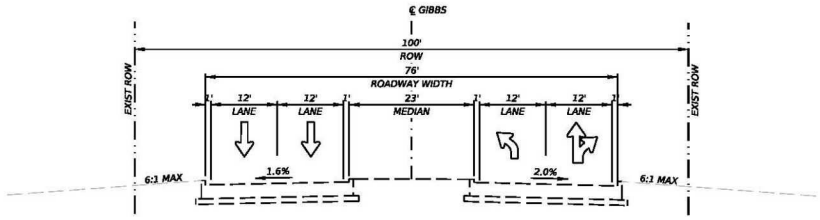
By: _____
Cassey Ogden, Interim City Manager
City of Denton, Texas
Acting by the Authority
of the City of Denton, Texas

ATTEST:

By: _____
City Secretary

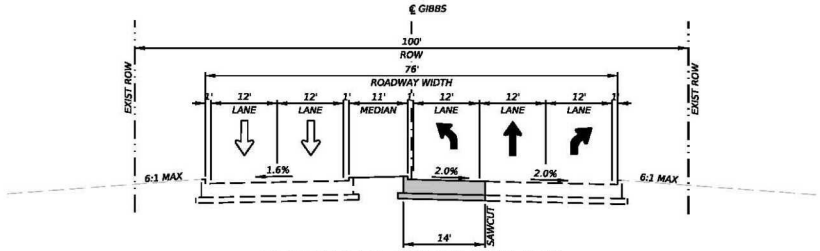
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EXHIBIT A: Robson Ranch Road Plans



EXISTING TYPICAL SECTION

GIBBS RD



PROPOSED TYPICAL SECTION

GIBBS RD

NOTES:

1. PAVEMENT STRUCTURE TO BE INSTALLED PER THE TOWN OF NORTHLAKE.

STATE OF TEXAS
JESSICA ZALENSKI
154345
LICENSED PROFESSIONAL ENGINEER

2/19/2026

DENTON COUNTY

ROBSON RANCH RD

TYPICAL SECTIONS

EXISTING AND PROPOSED

SCALE: NTS SHEET 1 OF 1

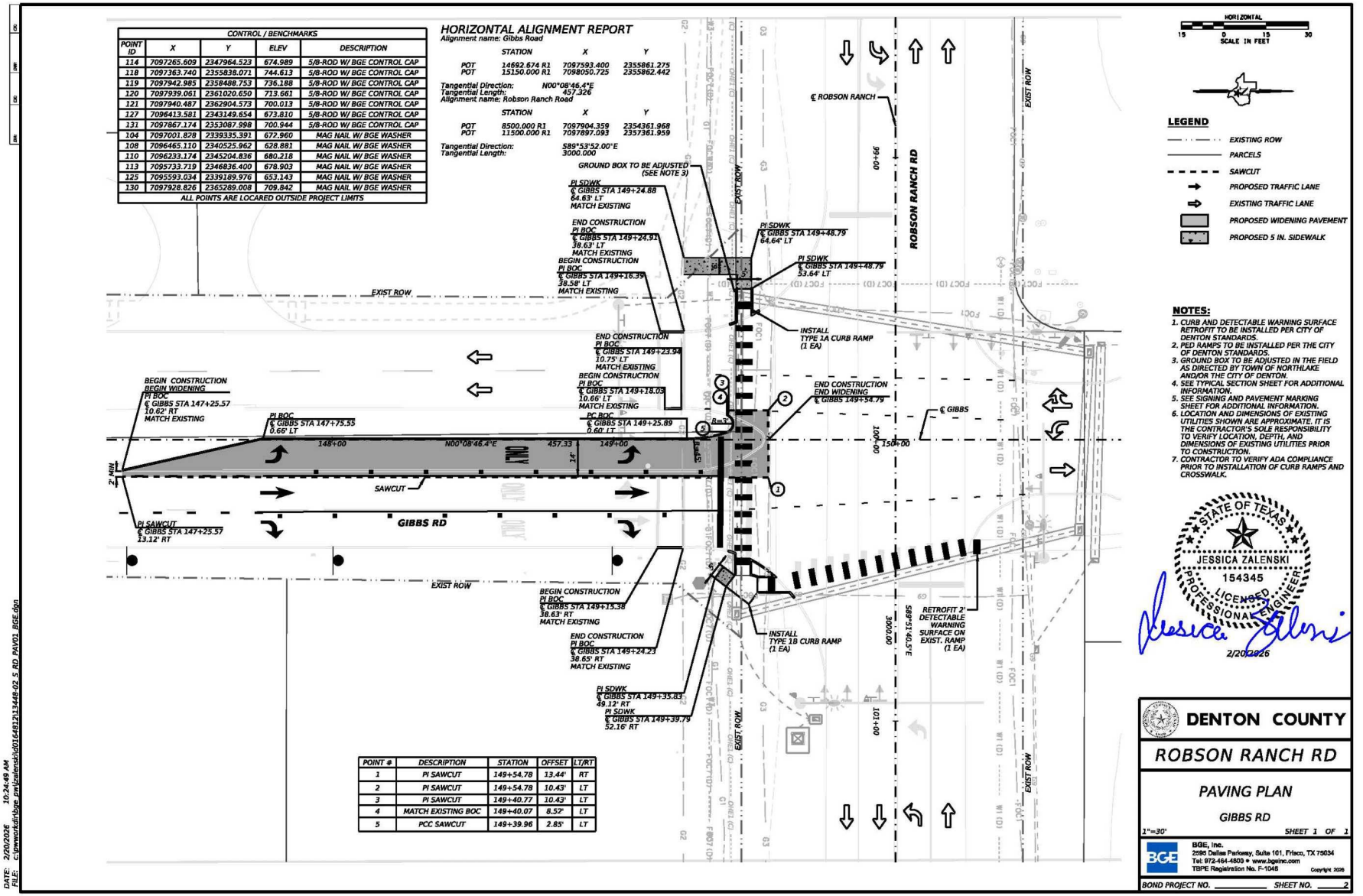
BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPE Registration No. F-1046

Copyright 2026

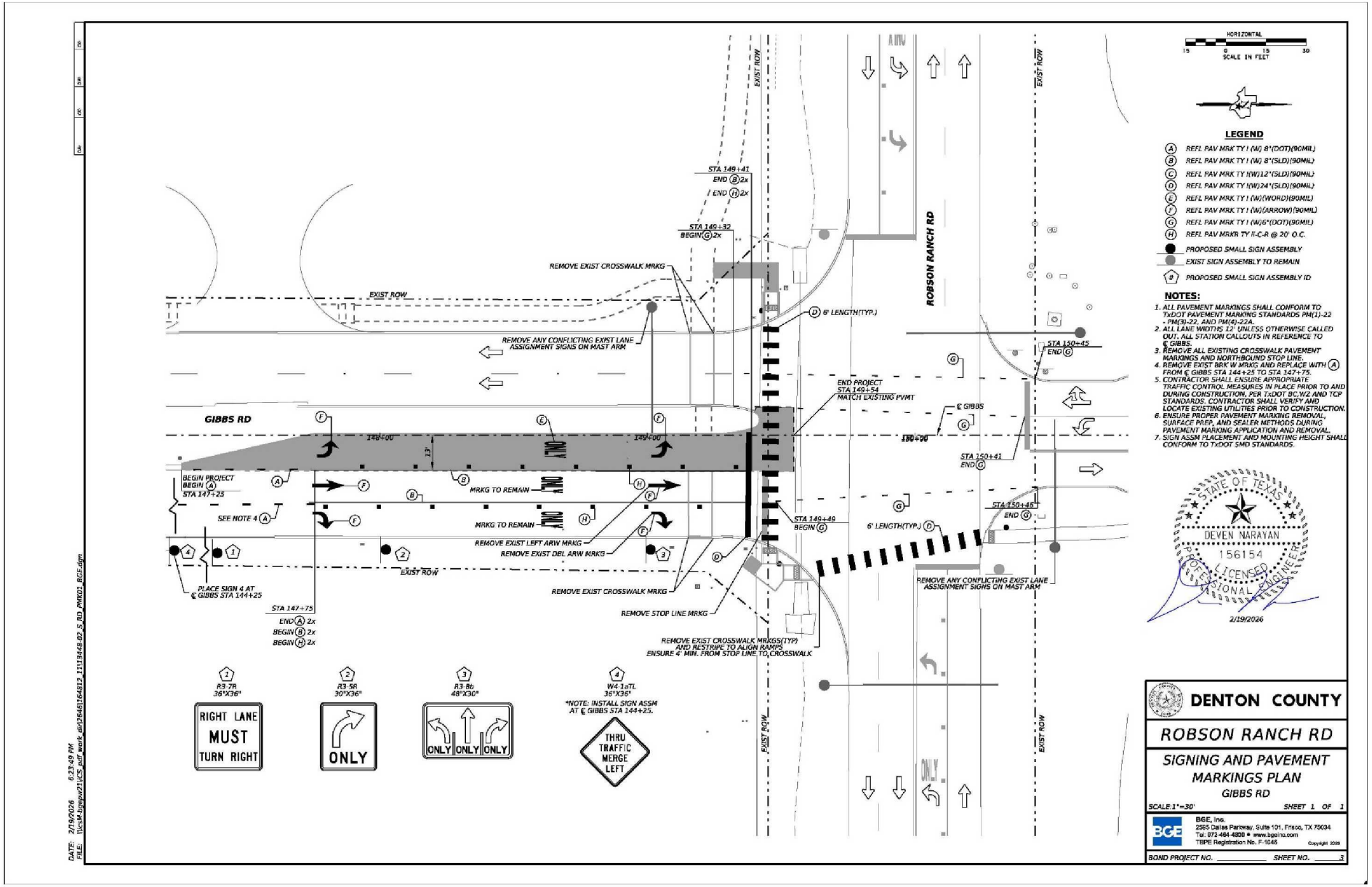
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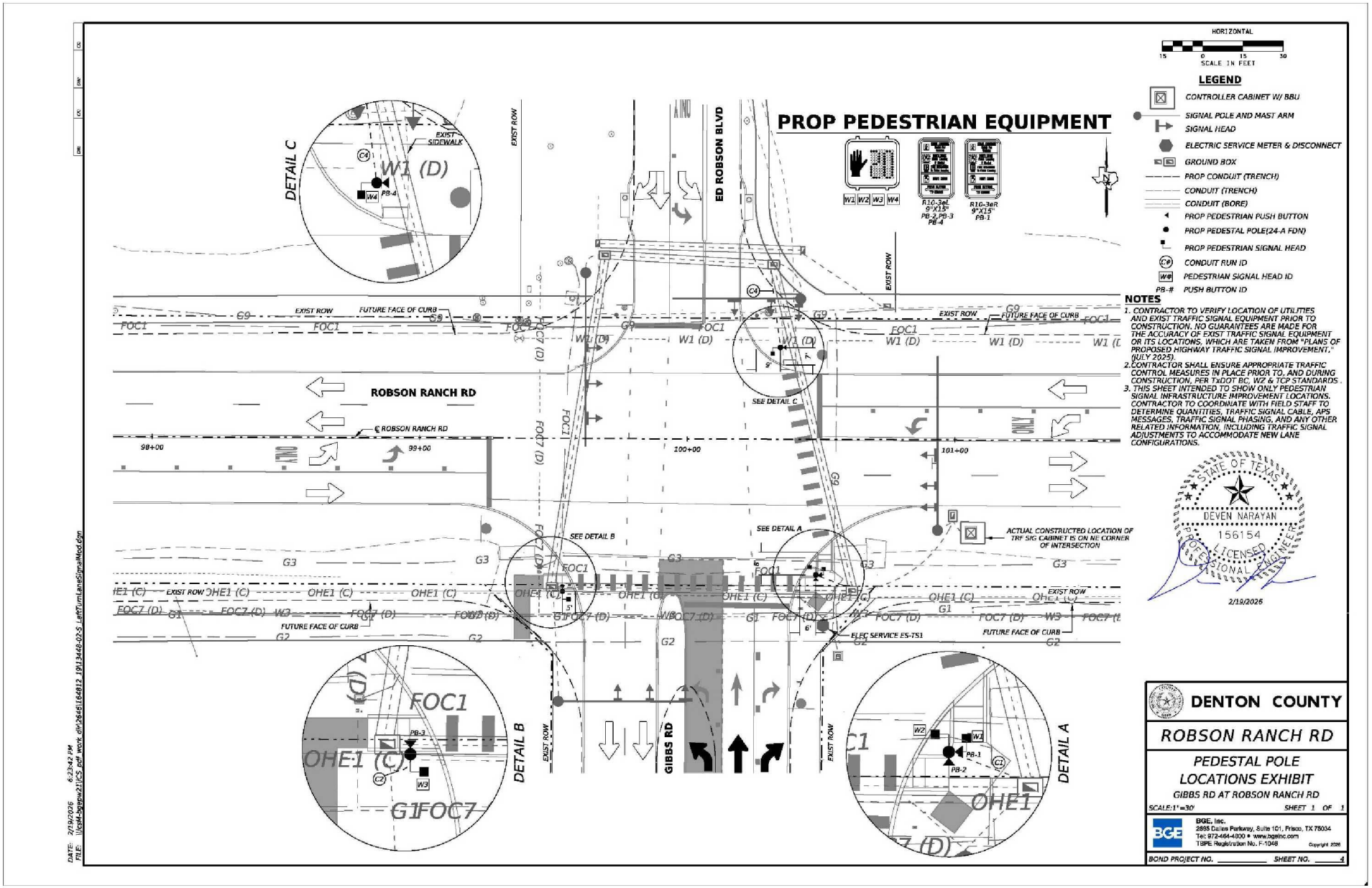
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City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Community Services**

CM/ DCM/ ACM: **Christine Taylor, ACM**

DATE: **May 5, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City of Denton and Giving Grace, Inc. to provide HOME Investment Partnership-American Rescue Plan (HOME-ARP) and HOME Investment Partnership (HOME) grant funds for Tenant Based Rental Assistance in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $896,119.41; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Foster Economic Opportunity and Affordability.

BACKGROUND

During the July meeting (linked), the Community Services Advisory Committee (CSAC) provided direction to allocate unprogrammed HOME Investment Partnership (HOME) funds for Tenant Based Rental Assistance (TBRA) to supplement HOME Investment Partnership Program American Rescue Plan (HOME-ARP) funds and extend the term of the program past April 2026. Staff have initiated the process to complete the substantial amendment to allocate the unprogrammed HOME funds to the TBRA program.

An ad for the Substantial Amendment was posted in the Denton Record Chronicle on Sunday, August 31, 2025, providing a summary of the amendments and notice of a 30-day comment period from September 1 through 30. A summary of the amendment was also posted on the Community Development webpage and sent via email to community members, previous housing program clients, committee members, local churches, participating lenders and realtors, neighborhood associations, and social services agencies. Two comments were received during the comment period. The substantial amendment was approved by the City Council on November 18, 2025.

Below a breakdown of funding for the Tenant-Based Rental Assistance Program:

Allowable Expenditure	HOME-ARP Funding	HOME Funding
Tenant-Based Rental Assistance (TBRA)		
Rental Assistance (Up to 12 months over 24 months) Security Deposit (For TBRA clients only) Utility Deposit (For TBRA clients only)		$648,104.79
Supportive Services		
Case Management (Staff Salary)	$248,014.62	
Total	**$248,014.62**	**$648,104.79**

Tenant Based Rental Assistance (TBRA) and Supportive Services are HOME and HOME-ARP programs address gaps in services for people experiencing homelessness in obtaining permanent housing. Households enrolled in these programs are eligible to receive a broad range of supportive services and short-to-medium-term rental assistance.

The City of Denton currently has TBRA agreements with Our Daily Bread and Giving Grace, Inc. The agreements will terminate on April 30, 2026. Our Daily Bread elected to terminate the TBRA agreement on April 30, 2026, without amendment. Giving Grace, Inc. elected to enter into a new agreement that includes the balance of HOME-ARP funds and the unprogrammed HOME funds. Below is a timeline for the new TBRA agreement with Giving Grace.

Staff are seeking approval from Council for a funding agreement with Giving Grace an additional $896,119.41 over two (2) years.

OPTIONS

- Approve the funding agreement.
- Do not approve the funding agreement.

ESTIMATED SCHEDULE OF PROJECT

- City Council Approves approval – May 5, 2026
- Agency initiates and completes the scope of work, request reimbursement for eligible activities –through April 30, 2028
- Community Services staff monitors agencies for compliance through monthly reporting requirements and onsite monitoring inspection until April 30, 2028.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Agreement

Respectfully submitted:
Jesse Kent
Director of Community Services

Prepared by:
Luisa Garcia
Community Development Manager

ORDINANCE NO. 26-0617

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF DENTON AND GIVING GRACE, INC. TO PROVIDE HOME INVESTMENT PARTNERSHIP-AMERICAN RESCUE PLAN (HOME-ARP) AND HOME INVESTMENT PARTNERSHIP (HOME) GRANT FUNDS FOR TENANT BASED RENTAL ASSISTANCE IN DENTON, TEXAS; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $896,119.41; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Title II of the Cranston Gonzalez National Affordable Housing Act of 1990, as amended, the United States Department of Housing and Urban Development ("HUD") has designated the City as a participating jurisdiction under the HOME Investment Partnerships Program ("HOME") and has allocated HOME funds to the City in furtherance of its goal of encouraging the production of decent, safe, sanitary, and affordable housing for all of the citizens of Denton;

WHEREAS, the American Rescue Plan Act of 2021 ("ARPA") was passed on March 11, 2021, providing $5 billion for HOME Investment Partnership American Rescue Plan ("HOME-ARP") funds from HUD under Section 3205 of ARPA (P.L. 117-2); and

WHEREAS, ARPA required HUD to allocate ARPA funds to eligible government organizations using an allocation method similar to that which provides the City with its annual HOME grant allocation; and

WHEREAS, the CITY is undertaking certain activities to develop a viable community by providing decent housing, a suitable living environment, and expanding economic opportunities principally for HOME and HOME-ARP Qualifying Populations, as described in the HOME-American Rescue Plan Allocation Plan ("Allocation Plan"); and

WHEREAS, on November 18, 2025, by Ordinance No. 25-1853, the City Council authorized a substantial amendment to the Allocation Plan to allocate unprogrammed HOME funds for Tenant Based Rental Assistance and to allocate HOME-ARP funds to Supportive Services for Tenant-Based Rental Assistance; and

WHEREAS, City has determined that a grant program whereby the City provides certain qualified non-profits funds to accomplish the purpose of providing programs and services is in the public interest and in accordance with the American Rescue Plan and HOME Investment Partnership funding objectives; and

WHEREAS, City desires to award qualified non-profits with subawards of HOME and HOME-ARP funds where all compliance requirements for use of HOME and HOME-ARP funds and any and all reporting requirements for expenditures of HOME and HOME-ARP funds apply; in accordance with 24 Code of Federal Regulations (CFR) Part 92 and the HOME-ARP Notice, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to provide the SUBRECIPIENT a sub-award from HOME and HOME-ARP funds to carry out project activities in compliance with the HOME-ARP Allocation Plan; and

WHEREAS, on July 11, 2025, the Community Services Advisory Committee recommended awarding HOME and HOME-ARP funding to Giving Grace, Inc. for Tenant Based Rental Assistance; and

WHEREAS, the City Council determines it is in the public interest to enter into a Service Agreement with Giving Grace, Inc. in the form attached hereto as Exhibit A and incorporated herein for all purposes (the "Agreement"), to promote housing affordability and to combat homelessness among Denton residents; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations 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 their designee is hereby authorized to execute the Agreement with Giving Grace, Inc. in substantially the form attached hereto, for the payment and use of HOME and HOME-ARP grant funding for Tenant Based Rental Assistance and Supportive Services, under the terms and conditions contained in the agreement.

SECTION 3. The City Manager or their designee is hereby authorized to expend funds in an amount not to exceed $648,104.79 in HOME funds and $248,014.62 in HOME-ARP funds in the manner specified in the Agreement, and to take any other actions that may be necessary or convenient, in the reasonable opinion of either the City Manager or the City Attorney, to carry out the City's rights and obligations 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 _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray _____
Scott Bray
Deputy City Attorney

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

HOME INVESTMENT PARTNERSHIPS AND HOME INVESTMENT PARTNERSHIPS AMERICAN RESCUE PLAN SERVICE AGREEMENT BETWEEN THE CITY OF DENTON, TEXAS AND GIVING GRACE, INC.

This HOME Investment Partnerships and HOME Investment Partnerships-American Rescue Plan Service Agreement (this "Agreement") is hereby entered into by and between the City of Denton, a Texas municipal corporation, acting by and through its City Manager, hereinafter referred to as "CITY," and Giving Grace, Inc., a Texas non-profit corporation with its principle place of business at 1302 Teasley Lane, Denton, Texas 76205, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, pursuant to Title II of the Cranston Gonzalez National Affordable Housing Act of 1990, as amended, the United States Department of Housing and Urban Development ("HUD") has designated the City as a participating jurisdiction under the HOME Investment Partnerships Program ("HOME") and has allocated HOME funds to the City in furtherance of its goal of encouraging the production of decent, safe, sanitary, and affordable housing for all of the citizens of Denton; and

WHEREAS, the American Rescue Plan Act of 2021("ARPA") was passed on March 11, 2021, providing $5 billion for HOME Investment Partnership Grant American Rescue Plan funds from the U.S. Department of Housing and Urban Development ("HUD") under Section 3205 of ARPA (P.L. 117-2); and

WHEREAS, ARPA required the HUD to allocate ARPA funds to eligible government organizations using an allocation method similar to that which provides the City with its annual HOME grant allocation; and

WHEREAS, the CITY is undertaking certain activities to develop a viable community by providing decent housing, a suitable living environment, and expanding economic opportunities principally for HOME and HOME-ARP Qualifying Populations, as described in the HOME-American Rescue Plan Allocation Plan ("Allocation Plan"); and

WHEREAS, City has determined that a grant program whereby the City provides certain qualified non-profits funds to accomplish the purpose of providing programs and services is in the public interest and in accordance with the American Rescue Plan and HOME Investment Partnership funding objectives; and

WHEREAS, City desires to award qualified non-profits with subawards of HOME and HOME-ARP funds where all compliance requirements for use of HOME and HOME-ARP funds and any and all reporting requirements for expenditures of HOME and HOME-ARP funds apply; in accordance with 24 Code of Federal Regulations (CFR) Part 92 and the HOME-ARP Notice, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to provide the SUBRECIPIENT a sub-award from HOME and HOME-ARP funds to carry out project activities in compliance with the HOME-ARP Allocation Plan; and

WHEREAS, the City Council of the City determined it in the public interest to enter into this Agreement to promote housing affordability and to combat homelessness for Denton residents;

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

1. TERM

This Agreement shall commence on May 1, 2026, and shall terminate on April 30, 2028, unless sooner terminated because funding is no longer available or in accordance with Section 25 "Termination." CITY shall have the right, but not the obligation, to extend the term of this agreement for two (2) additional one-year periods by providing notice of extension in writing to SUBRECIPIENT prior to termination.

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

2. RESPONSIBILITIES

SUBRECIPIENT shall complete 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 and in the Scope of Services. CITY will consider SUBRECIPIENT's executive officer to be SUBRECIPIENT's representative responsible for the management of all contractual matters pertaining hereto, unless written notification to the contrary is received from SUBRECIPIENT and approved by CITY.

The CITY's Director of Community Services will be CITY's representative responsible for the administration of this Agreement. Beneficiaries of the activities to be provided hereunder must reside in the City of Denton and SUBRECIPIENT certifies that the activities carried out with these funds shall meet the American Rescue Plan's funding objectives in response to the COVID-19 emergency. SUBRECIPIENT shall provide services and/or programming for City of Denton residents as detailed in Exhibit A Scope of Services.

3. REPRESENTATIONS

A. SUBRECIPIENT represents and warrants 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. SUBRECIPIENT represents and warrants that it is a Texas non-profit corporation in good standing and authorized to do business in the State of Texas.

B. The person or persons signing and executing this Agreement on behalf of SUBRECIPIENT, do hereby warrant and guarantee that they have been fully authorized by SUBRECIPIENT to execute this Agreement on behalf of SUBRECIPIENT and to validly and legally bind SUBRECIPIENT 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 SUBRECIPIENT or the person signing the Agreement to enter into this Agreement. SUBRECIPIENT shall return to CITY 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 3.

D. SUBRECIPIENT agrees that the funds and resources provided SUBRECIPIENT under the terms of this Agreement will in no way be substituted for, or duplicative of, 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, SUBRECIPIENT had this Agreement not been executed.

4. SUBRECIPIENT'S OBLIGATIONS

In consideration of the receipt of funds from the CITY, the SUBRECIPIENT agrees to the following terms and conditions:

A. Up to Eight Hundred Ninety-Six Thousand One-Hundred Nineteen Dollars and Forty-one Cents ($896,119.41) may be paid to SUBRECIPIENT by CITY on a reimbursement basis in accordance with the Budget attached as Exhibit B, and the only expenditures reimbursed from these funds shall be those in accordance with the Budget, set forth in Exhibit B, for those services described in the Scope of Services, Exhibit A, as provided herein. SUBRECIPIENT shall not utilize these funds for any other purpose.

B. SUBRECIPIENT shall submit monthly performance and expenditure reports to CITY pursuant to Section 10 of this Agreement. CITY may withhold payment to SUBRECIPIENT for any period for which SUBRECIPIENT has failed to submit the reports required by this Agreement.

C. SUBRECIPIENT will establish, operate, and maintain an account system for this program that will allow

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

for a tracing of funds and a review of the financial status of the program. The system will be based on generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants.

D. SUBRECIPIENT will permit authorized officials of CITY to review its books at any time.

E. SUBRECIPIENT will reduce to writing all of its rules, regulations, and policies and file a copy with CITY's Community Development Office along with any amendments, additions, or revisions upon request.

F. SUBRECIPIENT will not enter into any contracts that would encumber CITY funds for a period that would extend beyond the term of this Agreement.

G. SUBRECIPIENT 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 CITY's Community Development Division for further direction.

H. SUBRECIPIENT will appoint a representative who will be available to meet with CITY officials when requested.

I. SUBRECIPIENT will submit to CITY copies of year-end audited financial statements.

J. Before SUBRECIPIENT provides any HOME or HOME-ARP funds to any owner, community housing development organization, subrecipient, homeowner, homebuyer, tenant or landlord receiving tenant-based rental assistance, or contractor providing services to or on behalf of SUBRECIPIENT, SUBRECIPIENT must have a fully-executed written agreement with such entity that meets the requirements of 24 CFR § 92.504. Such agreement must establish whether repayment of HOME or HOME-ARP funds must be remitted to the CITY or may be retained by SUBRECIPIENY to be used for allowable costs consistent with this Agreement.

K. SUBRECIPIENT shall enter into a written, executed lease with the owner of each rental unit that will receive funds for tenant-based rental assistance, and a written, executed sublease with each qualifying household that will be a beneficiary of tenant-based rental assistance funding (each lease and sublease a "TBRA Lease"). Each TBRA Lease must specify the duration of the lease or sublease, applicable rents, and lease requirements, and must comply with tenant protection requirements in accordance with 24 CFR § 92.253(a). No TBRA Lease shall extend beyond the term of this Agreement.

5. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

B. SUBRECIPIENT agrees to abide by the conditions of and comply with the requirements of the Office of Management 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. SUBRECIPIENT shall give the CITY, HUD, the Comptroller General of the United States, and any of the CITY's authorized representatives, access to and the right to reproduce all records belonging to or in use by SUBRECIPIENT pertaining to this Agreement. Such access shall continue as long as SUBRECIPIENT retains the records. SUBRECIPIENT shall maintain such records in an accessible location.

D. SUBRECIPIENT shall refrain from entering into any subcontract for services without prior approval in writing by CITY of the qualifications of the subcontractor to perform and meet the standards of this Agreement. All subcontracts entered into by the SUBRECIPIENT will be subject to the requirements of

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

this Agreement. The SUBRECIPIENT agrees to be responsible to CITY for the performance of any subcontractor.

E. SUBRECIPIENT further agrees and certifies that if the regulations and issuances promulgated regarding HOME or ARPA are amended or revised, it shall comply with them, or notify CITY, as provided in Section 23 of this Agreement.

F. SUBRECIPIENT shall adopt and implement affirmative marketing procedures for this program in accordance with the requirements in 24 CFR 92.351, including the requirements to (i) identify those portions of the population of CITY that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities.

G. SUBRECIPIENT shall comply with all applicable Federal laws and regulations at 24 CFR 92 Subpart H. Subpart H prescribes procedures for compliance in the following areas: nondiscrimination and equal opportunity, affirmative marketing, displacement and relocation, labor relations and conflict of interest.

H. SUBRECIPIENT shall be committed to carry out the purposes of Executive Order 14173 of January 21, 2025 entitled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" one of its purposes being to enforce federal civil rights laws "for the benefit of all Americans."

I. SUBRECIPIENT shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

J. SUBRECIPIENT agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

K. SUBRECIPIENT certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

L. SUBRECIPIENT shall not use any grant funds to fund or promote elective abortions as required by E.O.14182, Enforcing the Hyde Amendment.

M. SUBRECIPIENT must comply with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV Of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C, 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S.

N. SUBRECIPIENT shall not use any funding received under this Agreement in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations. SUBCRIPIENT must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

6. PERFORMANCE BY SUBRECIPIENT

SUBRECIPIENT will provide, oversee, administer, and carry out the activities and services set out in the Scope of Services described in Exhibit A, utilizing the funds described in Exhibit B, 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.

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

No modifications or alterations may be made in the Scope of Services or Budget without the prior written approval of the CITY's Director of Community Services.

7. PAYMENTS

A. Payments to SUBRECIPIENT. CITY will pay SUBRECIPIENT for expenses pursuant to and in accordance with the Project Budget attached hereto as Exhibit B, and incorporated herein by reference, and the Scope of Services herein attached as Exhibit A and incorporated herein by reference effective May 1, 2026. Notwithstanding any other provision of the Agreement, the total of all payments and other obligations made or incurred by CITY hereunder shall not exceed the sum of Eight Hundred Ninety-Six Thousand One-Hundred Nineteen Dollars and Forty-one Cents ($896,119.41).

B. Funds are to be used for the sole purpose of providing the services described in the Scope of Services in Exhibit A and based on the Budget in Exhibit B.

C. Excess Payment. SUBRECIPIENT 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 SUBRECIPIENT; 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.

D. Disallowed Costs. Upon termination of this Agreement, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by CITY or any other Federal agency, SUBRECIPIENT will refund such amount to CITY within ten working days of a written notice to SUBRECIPIENT, which specifies the amount disallowed. Refunds of disallowed costs may not be made from these or any funds received from or through CITY.

E. Reversion of Assets.

(1) SUBRECIPIENT, upon expiration of this Agreement, shall transfer to the CITY any funds on hand at the time of expiration and any accounts receivable attributable to the use of funds.

(2) 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 Agreement.

F. Obligation of Funds.

(1) In the event that actual expenditure rates deviate from SUBRECIPIENT's provision of a corresponding level of performance, as specified in Exhibits A and B, CITY hereby reserves the right to re-appropriate or recapture any such under-expended funds.

(2) If CITY finds that SUBRECIPIENT is unwilling and/or unable to comply with any of the terms of this Agreement, CITY may require a refund of any and all money expended pursuant to this Agreement by SUBRECIPIENT, as well as any remaining unexpended funds which shall be refunded to CITY within ten working days of a written notice to SUBRECIPIENT to revert these financial assets.

G. Contract Close Out. SUBRECIPIENT shall submit 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 Agreement period.

H. The CITY may withhold payment(s) until the appropriate and required reports are received and approved, which approval shall not be unreasonably withheld.

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

I. Measure of Liability.

(1) The parties expressly understand and agree that CITY's obligations under this Section are contingent upon the actual receipt of adequate funds to meet CITY's liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, CITY shall notify SUBRECIPIENT in writing within a reasonable time after such fact has been determined. CITY may, at its option, either reduce the amount of its liability or terminate the Agreement. If funds eligible for use for purposes of this Agreement are reduced, CITY shall not be liable for further payments due to SUBRECIPIENT under this Agreement.

(2) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of the City of Denton.

(3) CITY shall not be liable for any cost or portion thereof which:

(a) has been paid, reimbursed, or is subject to payment or reimbursement, from any other source;

(b) was incurred prior to the beginning date or after the ending date specified in Section 1;

(c) is not in strict accordance with the terms of this Agreement, including all exhibits attached hereto;

(d) is not an allowable cost as defined by Section 10 of this Agreement or in the Budget set forth in Exhibit B.

(4) CITY shall not be liable for any cost or portion thereof which is incurred with respect to any activity of SUBRECIPIENT requiring prior written authorization from CITY, or after CITY has requested that SUBRECIPIENT furnish data concerning such action prior to proceeding further, unless and until CITY advises SUBRECIPIENT to proceed.

(5) CITY shall not be obligated or liable under this Agreement to any party other than SUBRECIPIENT for payment of any monies or provision of any goods or services.

(6) Funding not expended within the term of this Agreement will revert to the City of Denton within 15 days from the expiration of the term for use on alternative services or projects.

(7) Payments may be contingent upon certification of the SUBRECIPIENT 's financial management system in accordance with the standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

8. ALLOWABLE COSTS

A. Costs must comply with HOME and HOME-ARP allowable uses and expenditure categories as published in 24 CFR Part 92 and the Compliance and Reporting Guidance issued by HUD.

B. 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.

C. To the extent that SUBRECIPIENT has received funds from another municipal, state, or federal source for any purpose contemplated herein, SUBRECIPIENT shall not expend funds paid under this Agreement in a manner that would be duplicative of the use of such prior funds.

D. Approval of SUBRECIPIENT'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:

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

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

b. Any alterations, deletions, or additions to the Budget detail incorporated in Exhibit B;

c. Costs or fees for temporary employees or services;

d. Any fees or payments for consultant services.

E. Written requests for prior approval are SUBRECIPIENT's responsibility and shall be made within sufficient time to permit a thorough review by CITY. SUBRECIPIENT must obtain written approval by CITY prior to the commencement of procedures to solicit or purchase services 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.

F. The purchase of real property is not an allowable cost under this agreement.

9. PROGRAM INCOME

A. Program Income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program Income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of HOME and HOME-ARP funds must calculate, document, and record the organization's Program Income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

B. SUBRECIPIENT shall maintain records of the receipt and disposition of Program Income in the same manner as required for other contract funds and reported to CITY in the format prescribed by CITY. CITY and SUBRECIPIENT agree that any fees collected for services performed by SUBRECIPIENT shall be used for payment of costs associated with service provision. Revenue remaining after payment of all program expenses for service provision shall be considered Program Income and shall be subject to all the requirements of this Agreement and the regulations found at 2 CFR 200.307 and any additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs, released by the US Department of Treasury.

C. SUBRECIPIENT shall include this Section in its entirety in all of its sub-contracts which involve other income-producing services or activities.

D. It is SUBRECIPIENT's responsibility to obtain from CITY a prior determination as to whether or not income arising directly or indirectly from this Agreement, or the performance thereof, constitutes Program Income. SUBRECIPIENT is responsible to CITY for the repayment of any and all amounts determined by CITY to be Program Income, unless otherwise approved in writing by CITY.

E. SUBRECIPIENT shall repay to CITY all Program Income or expend all Program Income for allowable costs under this Agreement prior to seeking reimbursement under this Agreement for such costs.

10. REPORTS AND INFORMATION

At such times and in such form as CITY may require, SUBRECIPIENT shall furnish such statements, records, data, and information as CITY may request and deem pertinent to matters covered by this Agreement. SUBRECIPIENT shall submit performance and expenditure reports to CITY no less than once every month. The performance report shall detail client information, including race, ethnicity, income, female head of

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

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 commencement date specified in Section 1 of this Agreement. Unless the CITY has granted a written exemption, SUBRECIPIENT shall submit an audit conducted by independent examiners in accordance with Generally Accepted Accounting Principles. If the SUBRECIPIENT expends more than $1,000,000 in federal funding, the audit must be conducted in accordance with OMB 2 CFR Part 200, as applicable within thirty days after receipt of such audit.

11. MONITORING AND EVALUATION

SUBRECIPIENT agrees to participate in a monitoring and evaluation system whereby the services can be continuously monitored. CITY shall perform monitoring of the SUBRECIPIENT's performances under this Agreement.

A. SUBRECIPIENT agrees that CITY may carry out monitoring and evaluation activities to ensure adherence by SUBRECIPIENT to the Scope of Services, Program Goals, and Objectives, which are attached hereto as Exhibit A, as well as other provisions of this Agreement.

B. SUBRECIPIENT 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.

C. SUBRECIPIENT 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.

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

   (1) All external or internal evaluation reports;

   (2) Performance and expenditure reports to be submitted in the schedule published by the CITY's Community Services Department. Reports shall include such information as requested by the CITY's Community Services Department including but not limited to: number of persons or households assisted, race, gender, disability status, and household income. Performance and expenditure reports shall be due to CITY within 15 working days after the completion of required reporting period. SUBRECIPIENT agrees to submit a performance report and expenditure report no less than once a month. The expenditure report shall include a profit and loss statement with current and year to date period accounting of all revenues, expenditures, outstanding obligations, and beginning and ending balances.

   (3) An explanation of any major changes in program services.

E. After each official monitoring on-site visit, CITY shall provide SUBRECIPIENT with a written report of monitoring findings, documenting findings, and concerns that will require a written response to the CITY. An acceptable response must be received by the CITY within 60 days from the SUBRECIPIENT's receipt of the monitoring report or audit review letter. Future contract payments can be withheld for the SUBRECIPIENT's failure to submit a written response within 60 days.

F. To comply with this section, SUBRECIPIENT 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. SUBRECIPIENT's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. SUBRECIPIENT 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. Nothing in the above subsections shall be construed to relieve SUBRECIPIENT of responsibility for retaining accurate and current records, which clearly reflect the level and benefit of

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

services, provided under this Agreement.

G. SUBRECIPIENT shall submit copies of any fiscal, management, or audit reports by any of the SUBRECIPIENT's funding or regulatory bodies to CITY within ten working days of receipt by the SUBRECIPIENT.

H. CITY shall be responsible for performing an environmental review to ensure necessary compliances are met. HOME and HOME-ARP Funds will not be paid, and costs cannot be incurred until CITY has conducted and completed an environmental review and completed an Environmental Review Record as required by 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify, or cancel this project. Further, SUBRECIPIENT will not undertake or commit any funds for the project prior to the environmental clearance.

12. MAINTENANCE OF RECORDS

A. SUBRECIPIENT 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 A and Exhibit B, attached hereto, and with any other applicable Federal and State regulations establishing standards for financial management. SUBRECIPIENT's expenditures of funds made under this Agreement will conform to (2 CFR §200) Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards as they pertain to costs incurred, audits, program income, administration, and other activities and functions. SUBRECIPIENT'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 SUBRECIPIENT of fiscal accountability and liability under any other provision of this Agreement or any applicable law. SUBRECIPIENT shall include the substance of this provision in all subcontracts.

B. SUBRECIPIENT 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 after the termination of all activities funded under this agreement.

C. Nothing in the above subsections shall be construed to relieve SUBRECIPIENT 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 SUBRECIPIENT 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 of employment, and all other data requested by said representatives.

13. DIRECTORS' MEETINGS

During the term of this Agreement, SUBRECIPIENT shall cause to be delivered 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. SUBRECIPIENT understands and agrees that CITY representatives shall be afforded access to all of the Board of Directors' meetings. Minutes of all meetings of SUBRECIPIENT's governing body shall be available to CITY within ten days after Board approval.

14. WARRANTIES

SUBRECIPIENT represents and warrants that:

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

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 SUBRECIPIENT 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 SUBRECIPIENT.

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

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

E. SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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.

15. COVENANTS

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

(1) Mortgage, pledge, or otherwise encumber or suffer to be encumbered, any of the assets of SUBRECIPIENT 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 SUBRECIPIENT 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 a 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 SUBRECIPIENT by CITY, unless CITY authorizes such transfer in writing.

B. SUBRECIPIENT agrees, upon written request by CITY, to require its employees to attend training sessions sponsored by the Community Development Division.

16. INSURANCE

A. SUBRECIPIENT shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for the services provided pursuant to this Agreement.

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

B. The premises on and in which the services and activities described in Exhibit A are conducted, and the employees conducting these services and 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 SUBRECIPIENT, CITY may, at its sole discretion, approve alternate insurance coverage arrangements.

C. SUBRECIPIENT 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. SUBRECIPIENT will maintain adequate and continuous liability insurance on all vehicles owned, leased, or operated by SUBRECIPIENT. All employees of SUBRECIPIENT 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 SUBRECIPIENT's files.

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

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

17. CIVIL RIGHTS / EQUAL OPPORTUNITY

A. SUBRECIPIENT shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, age, or disability. The SUBRECIPIENT will take affirmative action to ensure 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. SUBRECIPIENT shall not discriminate against any person in the selection of beneficiaries or provision of services under this Agreement because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Determinations of eligibility for this program must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

C. SUBRECIPIENT 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.

D. SUBRECIPIENT shall comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR Part 5, Subpart L, and HOME and HOME-ARP program regulations.

E. SUBRECIPIENT 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.

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

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

18. PERSONNEL POLICIES

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

A. Include policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation and sick leave privileges, and travel;

B. Be in writing; and

C. Be approved by the governing body of SUBRECIPIENT.

19. CONFLICT OF INTEREST

A. SUBRECIPIENT 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. SUBRECIPIENT 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. SUBRECIPIENT 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.

20. NEPOTISM

SUBRECIPIENT 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 SUBRECIPIENT or is a member of SUBRECIPIENT'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.

21. POLITICAL OR SECTARIAN ACTIVITY

A. Neither the funds advanced pursuant to this Agreement, nor any personnel who may be employed by the SUBRECIPIENT with funds advanced pursuant to this Agreement shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.

B. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities, lobbying, political patronage, or nepotism activities.

C. The SUBRECIPIENT agrees that none of the funds or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying, and/or propaganda purposes designed to support or defeat pending legislation. Employees of the SUBRECIPIENT connected with any activity that is funded in whole or in part by funds provided to SUBRECIPIENT under this Agreement may not during the term of this Agreement:

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

(1) Use their official position or influence to affect the outcome of an election or nomination;

(2) Solicit contributions for political purposes; or

(3) Take an active part in political management or in political campaigns.

D. SUBRECIPIENT hereby agrees to sign a Certification Regarding Lobbying included herein as Exhibit C and if necessary, the Disclosure of Lobbying Activities provided by the CITY.

22. PUBLICITY

A. Where such action is appropriate, SUBRECIPIENT shall publicize the activities conducted by SUBRECIPIENT under this Agreement that the U.S. Department of Treasury American Rescue Plan Act and HOME Investment Partnerships Grant funding through the City of Denton has contributed to make the project possible.

B. All published material and written reports submitted under this project must be originally developed material unless otherwise specifically provided in this Agreement. When material not originally developed is included in a report, the report shall identify the source in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

C. All published material submitted under this project shall include the following reference on the front cover or title page:

This document is prepared in accordance with the City of Denton's American Rescue Plan Act Grant and the HOME Investment Partnerships Grant Program, with funding received from the United States Department of Housing and Urban Development.

D. 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 SUBRECIPIENT shall become the property of CITY upon receipt.

23. 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. SUBRECIPIENT may not make transfers between or among approved line items within budget categories set forth in Exhibit B without prior written approval of CITY. SUBRECIPIENT 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. The City Manager or their designee may authorize minor amendments to the approved Scope of Work in Exhibit A or Budget in Exhibit B as necessary to carry out the intent of this Agreement, in a manner consistent with the efficient use of public funds, and in accordance with Federal Law. Such minor amendments may not increase the overall funding set forth in Exhibit B, extend the term, or otherwise alter the performance obligations of SUBRECIPIENT, without approval of the City Council.

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.

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

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

F. SUBRECIPIENT 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.

G. SUBRECIPIENT shall notify CITY of any changes in personnel or governing board composition.

H. 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.

24. SUSPENSION OF FUNDING

Upon determination by CITY of SUBRECIPIENT'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 SUBRECIPIENT, withhold further payments to SUBRECIPIENT. Such notice may be given by mail to the Executive Officer and the Board of Directors of SUBRECIPIENT. 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, SUBRECIPIENT may be restored to full compliance status and paid all eligible funds withheld or impounded during the suspension period. If however, CITY determines that SUBRECIPIENT has not come into compliance, the provisions of Section 25 may be effectuated.

25. TERMINATION

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

(1) SUBRECIPIENT's failure to attain compliance during any prescribed period of suspension as provided in Section 24.

(2) SUBRECIPIENT's failure to perform or materially comply with any of the terms of this Agreement.

(3) SUBRECIPIENT's violation of covenants, agreements, or guarantees of this Agreement.

(4) Termination or reduction of funding by the CITY or HUD.

(5) Finding by CITY that the SUBRECIPIENT:

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

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

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 SUBRECIPIENT's property, or institution of bankruptcy, reorganization, rearrangement of, or liquidation proceedings by or against SUBRECIPIENT.

(7) SUBRECIPIENT's inability to conform to changes required by Federal, State, and local laws or regulations as provided in Section 5, and Section 2, of this Agreement.

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

(8) SUBRECIPIENT's violation of any law or regulation to which SUBRECIPIENT is bound or shall be bound under the terms of this Agreement.

B. CITY shall promptly notify SUBRECIPIENT in writing of the decision to terminate and the effective date of termination.

C. CITY may terminate this Agreement for convenience at any time. If CITY terminates this Agreement for convenience, SUBRECIPIENT will be paid an amount not to exceed the total of accrued expenditures as of the effective date of termination, subject to the requirements of Section 7 and Exhibit B. 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 SUBRECIPIENT covered by the Agreement, less payments previously made.

D. SUBRECIPIENT may terminate this Agreement in whole or in part by written notice to CITY, if a termination of outside funding occurs upon which SUBRECIPIENT depends for performance hereunder. SUBRECIPIENT 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 SUBRECIPIENT and the funding source in question. SUBRECIPIENT may terminate this Agreement upon the dissolution of SUBRECIPIENT's organization not occasioned by a breach of this Agreement.

E. Upon receipt of notice to terminate, SUBRECIPIENT 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 SUBRECIPIENT or SUBRECIPIENT's contractors, subcontractors or creditors for any expenses, encumbrances, or obligations whatsoever incurred after the termination date listed on the notice to terminate referred to in this Section.

F. SUBRECIPIENT shall, within 30 days of notice of termination by any party, provide CITY a full accounting of all expenditures not previously audited by the CITY and that have occurred since the last required reporting period. SUBRECIPIENT shall return any unused funds, or funds determined to be ineligible or used improperly within 15 days of termination date.

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

26. NOTIFICATION OF ACTION BROUGHT

In the event that any claim, demand, suit, or other action or proceeding is made or brought by any person(s), firm, corporation, or other entity against SUBRECIPIENT, SUBRECIPIENT shall give written notice thereof to CITY within five working days after being notified of such claim, demand, suit, or other action or proceeding. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action or proceeding; the names and addresses of the person(s), firm, corporation, or other entity making such claim, or demand, or that instituted or threatened to institute any type of suit, or other action or proceeding; the basis of such claim, demand, suit, or other action, or proceeding; and the name of any person(s) against whom such claim, demand, suit, or other action or proceeding is being made or threatened. Such written notice shall be delivered either personally or by mail postage paid in accordance with the provisions of Section 29.I.

27. INDEMNIFICATION

A. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BOTH PARTIES HERETO THAT CITY IS CONTRACTING WITH SUBRECIPIENT AS AN INDEPENDENT CONTRACTOR AND THAT AS

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

SUCH, SUBRECIPIENT SHALL SAVE AND HOLD CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, EMPLOYEES, AND CONTRACTORS 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 KIND OR CHARACTER WHATSOEVER RESULTING IN WHOLE OR IN PART FROM THE PERFORMANCE, ACT OR OMISSION OF ANY EMPLOYEE, AGENT, CONTRACTOR, SUBCONTRACTOR, OR REPRESENTATIVE OF SUBRECIPIENT.

B. SUBRECIPIENT AGREES TO PROVIDE THE DEFENSE FOR, AND TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, EMPLOYEES, AND 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, EMPLOYEES, OR CONTRACTORS.

28. NON-RELIGIOUS ACTIVITIES

A. As stated in 24 CFR Part 5.109, no organization will be prohibited from participating in activities supported by CITY funding including programs that make funds available through contracts, grants, or cooperative agreements. SUBRECIPIENT is prohibited from discriminating against beneficiaries in providing services or carrying out activities with such assistance based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. CITY acknowledges that organizations that participate in programs only funded by indirect CITY or Federal financial assistance need not modify their program or activities to accommodate beneficiaries who choose to expend the indirect aid on those organizations' programs.

B. SUBRECIPIENT shall, if applicable, comply with the requirement that faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must provide written notice of certain protections to beneficiaries and prospective beneficiaries. Specifically, such organizations are required to give notice to beneficiaries that:

1. The organization may not discriminate against a beneficiary or prospective beneficiary based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

2. The organization may not require a beneficiary to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by the beneficiary in such activities must be purely voluntary; and

3. The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance; and

4. If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection;

5. A beneficiary or prospective beneficiary may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary administering the program, if applicable.

6. Faith-based organizations must provide this notice to prospective beneficiaries prior to enrollment. In the event of an emergency or exigent circumstances that make it impracticable to provide the written notice in advance, prospective beneficiaries may receive the notice at the earliest available

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

opportunity. Current beneficiaries must receive the notice at the earliest available opportunity.

7. Faith-based organizations that carry out a program or activity with direct Federal financial assistance from HUD are to promptly undertake reasonable efforts to identify an alternative provider if a beneficiary or prospective beneficiary objects to the religious character of the organization, and to refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

29. MISCELLANEOUS

A. SUBRECIPIENT 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 SUBRECIPIENT shall become the property of CITY upon receipt.

D. Debarment: SUBRECIPIENT certifies that it is not listed on the System for Award Management (SAM), which lists 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 SUBRECIPIENT 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 SUBRECIPIENT. 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 the referenced EXHIBITS, 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 to HUD for matters of compliance, will have the final authority to render or to secure an interpretation.

H. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the ''TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). CITY hereby confirms receipt of the Form 1295 from SUBRECIPIENT, and CITY agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the CITY and the contract identification number, neither the CITY nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by SUBRECIPIENT; and, neither the City nor its consultants have verified such information.

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

I. SUBRECIPIENT acknowledges that in accordance with Chapter 2271 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT's signature provides written verification to the CITY that SUBRECIPIENT: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

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

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

N. If SUBRECIPIENT provides services to the homeless it is required to:

   a. Report homeless data to the Homeless Management Information System (HMIS). HMIS is a countywide data management tool designed to facilitate data collection in order to improve human

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

service delivery throughout Denton County. Participation in HMIS is a requirement per this Agreement. Data entered into HMIS will help our community improve services to individuals experiencing homelessness by providing accurate information on the extent and nature of homelessness in our community and by accounting for our success in helping people move out of homelessness. Participation is also critical to help CITY and Denton County successfully compete for grants for federal funding, such as the U.S. Department of Housing and Urban Development's homeless assistance funds.

b. Participate in the Denton County Homeless Leadership Team meetings and any applicable workgroup(s). The Denton County Homeless Leadership Team is a collaborative, cross-sector team that convenes to improve the planning, coordination, oversight, and implementation required to create systems change for housing/homelessness initiatives in Denton County. Further, the SUBRECIPIENT is encouraged to work in partnership with fellow service providers to improve efficiency and effectiveness.

O. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if delivered by courier or overnight mail service or if sent U.S. Mail postage paid, in each case to the parties and addresses set forth below:

TO CITY:

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

w/ a copy to:

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

TO SUBRECIPIENT:

Giving Grace, Inc.
Attn: Executive Director/CEO/Commander
1302 Teasley Lane
Denton, Texas 76205

P. 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.

[Signature Page Follows]

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

IN WITNESS WHEREOF this Agreement has been executed as of the _____ day of _____, 2026.

CITY OF DENTON:

BY: _____

CASSEY OGDEN, INTERIM CITY MANAGER

ATTEST: Scott Bray
Deputy City Attorney

BY: _____

INGRID REX, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

BY: _____

MACK REINWAND, CITY ATTORNEY

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

Signed by:
Jesse Rend
F418EB1B782348F...

Signature

Director of Community Services

Title

Community Services

Department

Date Signed: 4/28/2026

SUBRECIPIENT:

BY: Signed by: Dawn Shapley E98E51E572AF4C9...

TITLE: CEO

ATTEST:

BY: DocuSigned by: Paul Staudacher 9975B68A0A65443...

TITLE: Board President

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

Exhibit A
Scope of Services

SECTION I - PROJECT PURPOSE

SUBRECIPIENT assists the City of Denton to meet the public health and economic needs of those impacted by the pandemic, as outlined in the HOME Investment Partnership Grant American Rescue Plan (HOME and HOME-ARP) Entitlement funds from the U.S. Department of Housing and Urban Development, herein referred to as "HUD," under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383;

The Subrecipient shall use the granted HOME Investment Partnerships Grant funds to operate the Tenant-Based Rental Assistance ("TBRA") Program in accordance with the rules and regulations of the HOME Investment Partnerships Program (24 CFR Part 92). This Scope of Services includes all requirements stated in the HOME agreement between the Subrecipient and the City. All documents and records related to this Scope of Services, the HOME Agreement between the City and Subrecipient, and the City's TBRA policies and procedures must be maintained in the tenant's file.

SECTION II - PROJECT DESCRIPTION AND DELIVERY

HOME and HOME-ARP funds shall be used to provide tenant-based rental assistance ("HOME and HOME-ARP TBRA") and a broad range of supportive services to individuals and families that meet one of the Qualifying Populations defined in the *CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program* ("the Notice"). Subject to compliance with requirements of Notice: CPD-21-10 Requirements for the Use of Funds in the HOME-American Rescue Plan Program.

Pursuant to 24 CFR §92.209, the TBRA program may provide rental assistance, including utilities, security deposit payments, and utility deposit assistance for a family, which includes individuals. However, utility deposit assistance may only be provided if this assistance is provided with rental assistance or security deposit payment from the TBRA program. Administrative costs of TBRA are eligible only for general management oversight and coordination as defined in 24 CFR §92.207 (a). Subrecipient must comply with TBRA rules set forth in 24 CFR §92.209.

In addition to all other terms, provisions, and requirements of this Agreement, SUBRECIPIENT shall provide the activities and services in accordance with this Scope of Work and the *City of Denton HOME and HOME-ARP Program Guide- lines: Tenant-Based Rental Assistance & Supportive Services* attached hereto in Exhibit D.

SUBRECIPIENT shall provide eligible HOME Tenant-Based Rental Assistance on behalf of qualified households including:

- Rental Assistance
- Security Deposit Assistance

SUBRECIPIENT shall provide eligible HOME-ARP Supportive Services on behalf of qualified households including:

- Utility Deposits (Gas, Electric, Water, & Sewer)
- Case Management

For each qualifying household, SUBRECIPIENT shall make payments of HOME or HOME-ARP Tenant-Based Rental Assistance directly to the property owner on behalf of the qualifying household. Each HOME

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

and HOME-ARP TBRA-assisted household has the right to continue HOME and HOME-ARP TBRA assistance if the household moves to a different unit and continues to qualify for assistance. SUBRECIPIENT shall verify ownership of each potential HOME and HOME-ARP TBRA-assisted unit by obtaining a recorded deed or other title instrument or certificate from the property owner that evidences the property owner's fee simple ownership of the unit.

Qualified Households

HOME-ARP requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME and HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOME and HOME-ARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

HOME and HOME-ARP TBRA funds must be used to primarily benefit individuals or families from the following qualifying populations:

1. Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
2. At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the HUD;
4. Other Populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. Veterans and families that include a veteran family member that meet one of the preceding criteria.

The City of Denton has established a preference for households that meet the criteria for Qualifying Population 1, people experiencing literal homelessness.

SUBRECIPIENT shall select qualifying households for the program from a waiting list established solely for qualifying households for this program pursuant to the HOME and HOME-ARP TBRA Guidelines in Exhibit D or from referrals for the program from the City's Housing Crisis Response System.

HOME INVESTMENT PARTNERSHIP PROGRAM: Low-Income families and Targeted Assistance. Subrecipients may only provide TBRA assistance to low-income families, as defined in 24 CFR § 92.2, whose annual income does not exceed 80% of the median income for the Dallas/Fort Worth, TX Metropolitan Statistical Area (MSA), which determination must be provided before assistance is provided. Subrecipient must annually recertify each family's income to determine that the family remains low-income. However, Subrecipient must comply with HUD's income targeting requirements that 90% of the families receiving TBRA are families whose annual incomes do not exceed 60% of the Dallas/Fort Worth, TX MSA.

Lease requirements

SUBRECIPIENT shall verify that each household that will receive HOME or HOME-ARP Tenant-Based Rental Assistance will have an executed lease with the property owner with a term of at least one year and which complies with the requirements of this Agreement. SUBRECIPIENT shall not be eligible for reimbursement for HOME-ARP Tenant-Based Rental Assistance relating to a particular lease unless it has

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

reviewed and approved the lease and has provided a copy of the lease to the City in advance of providing any assistance.

The lease may not contain any of the prohibited lease terms specified in 24 CFR 92.253(b).

The lease may not permit the property owner to terminate the tenancy or refuse to renew the lease of a tenant of a HOME and HOME-ARP unit except for serious or repeated violation of the terms of the lease; for violation of applicable Federal State, or local laws; or for other good cause.

Rent Standards

Rent amounts for each HOME-ARP and HOME TBRA-assisted rental unit must comply with the rent limits set forth in the HOME and HOME-ARP TBRA Guidelines in Exhibit D.

Housing Quality Standards

HOME and HOME-ARP TBRA-assisted rental units must be maintained in compliance with the housing quality standards required by 24 CFR 982.401, as well as any City property standards and all applicable accessibility standards. SUBRECIPIENT shall inspect housing to be occupied by a household receiving HOME and HOME-ARP Tenant-Based Rental Assistance to verify that it complies with the requirements of this section.

Termination of HOME- and HOME-ARP Tenant-Based Rental Assistance to a Qualifying Household

If a qualifying household is absent from a HOME and HOME-ARP TBRA-assisted rental unit for more than 60 consecutive days, SUBRECIPIENT may, after providing written notice of the qualifying household's absence to the City's director of community development, terminate its provision of HOME- and HOME-ARP Tenant-Based Rental Assistance to that household.

Self Sufficiency Programs and Supportive Services.

Self Sufficiency Participation: Selected tenants must be willing to participate in a self-sufficiency program and have a reasonable likelihood of successfully achieving housing stability either on their own or through some form of permanent housing subsidy. The household’s failure to continue participation in the self-sufficiency program cannot be ground for terminating the assistance, but renewal of the assistance can be conditioned on participation in the program. Agency may not require persons with disabilities to participate in medical or disability-related services as a part of a self-sufficiency program. Agreements for self-sufficiency services must be in a separate agreement signed by the agency and the participant.

Applicants must describe the Self-Sufficiency Plan for the TBRA program. The Self-Sufficiency Plan must contain information about transition of tenants towards self-sufficiency, and towards obtaining permanent housing (either assisted or unassisted) before the end of the 24-month term of assistance to the household.

Self-Sufficiency Plans may include, but are not limited to:

- Mental health care
- Job training
- Household finance
- Substance abuse counseling
- Securing day care to enable a household member to work

Agency is expected to complete the following:

- Regular visits on at least a monthly basis with housed recipients

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- Submission of all housing stability plans in Neighborly
- Case notes in HMIS reflecting monthly visits and all other case updates

SECTION II - PROJECT MILESTONES

MILESTONE	ANTICIPATED START DATE	ANTICIPATED DEADLINE
TBRA, SUPPORTIVE SERVICES START DATE	May 1, 2026	N/A
50% OF FUNDS EXPENDED AND 50% OF OUTCOMES	N/A	April 30, 2027
100% OF FUNDS EXPENDED AND 100% OF OUTCOMES	N/A	April 30, 2028

SECTION III - OUTCOMES

Tracking Outcome measures will be a tool by which the CITY and the SUBRECIPIENT can measure services delivered and performance under this agreement.

SUBRECIPIENT provides benefits to the citizens of the City of Denton through these outcomes:

- 30 households will be assisted with Tenant-Based Rental Assistance per year.
- 30 households will be assisted with Supportive Services per year.

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Exhibit B
Budget

SUBRECIPIENT shall provide the services listed in this Agreement within the monetary limits attached hereto and incorporated by reference herein. In no event shall compensation to the SUBRECIPIENT exceed the lesser of the SUBRECIPIENT's costs attributable to the work performed as stated herein, or sum of Eight Hundred Ninety-Six Thousand One-Hundred Nineteen Dollars and Forty-one Cents ($896,119.41).

Allowable Expenditure	HOME-ARP Amount	HOME Amount
Tenant-Based Rental Assistance (TBRA) (Over 2 years)		
Rental Assistance (Up to 12 months over 24 months)		$648,104.79
Security Deposit (Maximum two times monthly TBRA contract rent) Utility Deposit (For TBRA clients only)		
Supportive Services (Over 3 years)		
Case Management (Staff Salary)	$248,014.62	
Total	**$248,014.62**	**$648,104.79**

CITY will disburse funds on a reimbursement basis after receipt of a request for reimbursement submitted by SUBRECIPIENT. SUBRECIPIENT shall submit requests for reimbursement to the CITY monthly. Reimbursement requests must include (list items/backup required with Request for Payment via Neighborly)

TBRA Reimbursement
- Client Housing Plan for each client
- Expense Ledger (list of items requesting reimbursement)
- Proof Payment for Check Bank Statement for checks
- Proof of Payment for Credit Card payments
- Executed Lease
- IDIS Setup Newly Assisted
- Income Calculation Worksheet
- Lease Addendum
- Rent Calculation Worksheet
- Rent Reasonableness and Minimum Habitability Standards Checklist documentation
- Rental Agreement between Agency, Tenant, and Landlord
- Request for Unit Approval
- TBRA Application
- Verification of Qualifying Household
- Beneficiary Report Data
- Inspection Report
- Receipt of Lead Based Paint Pamphlet, for pre-1978 unit
- Records of receipts and expenses of Program Income, if any

Supportive Services Reimbursement
- Cost Allocation Plan Due by May 31, 2026
- Copy of HUD Timesheet signed by staff member AND supervisor
- Copy of Paystub with payroll detail. Payroll register accepted if provided by third party vendor.
- City of Denton Salary Ledger Sheet
- Records of receipts and expenses of Program Income, if any

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Exhibit C
Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 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.

(2) 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 a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTs shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. 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.

Giving Grace, Inc.

Grantee

Signed by:
Dawn Shapley
E98E51E572AF4C9...

CEO

Signature | Title

4/28/2026

Date

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

Exhibit D
Tenant-Based Rental Assistance & Supportive Services Program Guidelines
HOME and HOME-ARP Funding

Table of Contents

Overview....2
Qualifying Populations....2
Supportive Services....3
Eligibility....29
Use of a Project/Activity Waiting List....29
Eligible Costs HOME-ARP and HOME TBRA....29
Eligible Services and Costs for HOME-ARP Supportive Services....30
Self Sufficiency Programs and Supportive Services....31
TBRA Ineligible Activities....32
Supportive Services Ineligible Activities....32
- Violence against Women Reauthorization Act of 2013 (VAWA)....34

Oversight and Management....36
- Corrective and Remedial Actions....38

TBRA Environmental Clearance....38
Monthly Request for Reimbursement....39
Records and Document Retention....39
Monitoring....39
Close Out....40

An amended Administration Manual will be released periodically, and the newest edition overrides all previous editions. Except where otherwise noted, all amendments to the Administration Manual apply to all awards, regardless of year of funding.

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

Overview

This manual outlines the policies pertaining to the HOME and HOME-ARP Tenant-Based Rental Assistance (TBRA) program only. It is the responsibility of the grant subrecipients (also referred to as "Agency" herein) to read, understand, and comply with the HOME Final Rule, 24 CFR Part 92, as well as the documents and notices listed below.

- 24 CFR Part 92
- Consolidated and Annual Action Plans
- HOME and HOME-ARP TBRA Policy Manual
- HUD Notices and Updates for the HOME and HOME-ARP funding
- HOME TBRA Toolkit
- Any other relevant state and federal laws, policies, and regulations not otherwise listed above.

Qualifying Populations

HOME-ARP funds provide tenant-based rental assistance (HOME-ARP TBRA) and a broad range of supportive services to individuals and families that meet one of the Qualifying Populations defined in the CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program (the "Notice"). Subject to compliance with requirements of the Notice.

The Subrecipient shall use the granted HOME Investment Partnerships Grant funds to operate the Tenant-Based Rental Assistance (TBRA) Program in accordance with the rules and regulations of the HOME Investment Partnerships Program (24 CFR Part 92). These guidelines incorporate by reference all requirements stated in the HOME agreement between the Subrecipient and the City. All documents and records related to these Guidelines, the Scope of Services, the HOME Agreement between the City and Subrecipient, and the City's TBRA policies and procedures must be maintained in the tenant's file.

HOME-ARP requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOME-ARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

HOME-ARP and HOME TBRA funds must be used to primarily benefit individuals or families from the following qualifying populations:

1. Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
2. At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the HUD;
4. In Other Populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. Veterans and families that include a veteran family member that meet one of the preceding criteria.

The City of Denton has established a preference for households that meet the criteria for Qualifying Population 1, people experiencing literal homelessness.

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

Supportive Services

HOME-ARP Supportive services may be provided to individuals and families who meet the definition of a qualifying population under Section IV.A of the Notice and who are not already receiving these services through another program. Program participants in other HOME-ARP activities are eligible for supportive services under the Notice in accordance with these policies and procedures. These policies and procedures identify the length of time that program participants may be served by HOME-ARP and HOME TBRA and/or HOME-ARP and HOME rental housing before they will no longer be eligible as a qualifying population for purposes of this section.

Eligibility

- Part 5 Definition of Annual Income (commonly known as the Section 8 definition) will be used for determining annual income. The annual income definition is found at 24 CFR Part 5.609. The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

- Income Eligibility: Households must have a gross annual income that does not exceed 60% of the city's area median income (AMI), as published annually by HUD and released by the City, to be eligible for enrollment in the HOME-ARP and HOME TBRA Program. For continued eligibility, households must have a gross annual income that does not exceed 80% of the city's AMI at the annual recertification.

- Annual Recertification: The sub-recipient must re-examine the incomes of all program participants annually using source documentation. The sub-recipient must re-evaluate household income, size, and composition and adjust the amount of rental assistance according to the circumstances in effect at the time of recertification. If a household's income exceeds the HOME low-income limit (80% AMI) at reexamination, the household is no longer eligible for the HOME-ARP and HOME TBRA program. The TBRA assistance must be terminated after the sub-recipient gives notice of at least 30 days to the tenant and the landlord. While the rental assistance payments will end at that time, the household's lease cannot be terminated for an increase in income.

Use of a Project/Activity Waiting List

- The Agency may establish a waiting list for each HOME-ARP project or activity. All qualifying individuals or families must have access to apply for placement on the waiting list for an activity or project. Qualifying individuals or families on a waiting list must be accepted in accordance with the Agency's preferences, if any, consistent with this Notice or, if the Agency did not establish preferences, in chronological order, insofar as practicable.

Eligible Costs HOME-ARP and HOME TBRA

HOME-ARP and HOME TBRA funds may be used to provide rental assistance, security deposit assistance, utility deposits, and utility payments to qualifying households. HOME-ARP may pay up to 100% of these costs for a qualifying household.

- Rental Assistance: Rental assistance payments may be made on behalf of qualified households for not more than 24 months during any two (2) year period.
    - The amount of the monthly assistance may not exceed the difference between the established payment standard for the unit size and 30 percent of the household's monthly adjusted income.
    - Payments must be paid directly to the rental property owner on behalf of the household.
    - Costs of inspecting the housing and determining income eligibility and assistance level are eligible for reimbursement as either administrative or rental assistance costs.

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

- Rent Limits: The HOME American Rescue Plan Program (HOME-ARP) uses the same rent limits as the HOME Program. HUD will update rent limits annually.

- Rent Limit for Low-Income Households: For any HOME-ARP units occupied by low-income households, the rent must comply with the rent limitations in 24 CFR Part 92.252(a). The maximum rents are the lesser of:

    - The fair market rent (FMR) for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or

    - A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME-ARP rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions. This is also known as the **high HOME rent limit**.

    - Notwithstanding the foregoing, when a household receives a form of federal tenant-based rental assistance (e.g., housing choice vouchers), the rent is the rent permissible under the applicable rental assistance program (i.e., the tenant rental contribution plus the rent subsidy allowable under the rental assistance program).

    - The rent limits for low-income households apply to the rent plus the utility allowance established pursuant to Section VI.B.13.d of the HOME-ARP Notice.

- Rent Security Deposit Assistance: In accordance with 24 CFR 92.209 (j), the amount of HOME funds provided for a security deposit may not exceed the equivalent of two months' rent for the unit.

  Security deposits must be paid directly to a third-party on behalf of the household.

  Any portion of the security deposit which is returned at the end of the lease must be returned to the tenant.

- Utility Deposit Assistance: Utility deposit assistance may be provided as an eligible program activity only in conjunction with security deposits and/or rental assistance.

  Utility deposit assistance may only be applied to the utilities described in the Denton Housing Authority Utility Allowance schedule or a HUD-approved method for utility allowance.

Eligible Services and Costs for HOME-ARP Supportive Services

HOME-ARP Supportive Services funds may be used for Supportive Services to qualifying individuals or families as a separate activity or in combination with other HOME-ARP activities.

- Eligible Supportive Services: Supportive Services includes services from either of the two following categories defined in Section VI.D of the Notice (Note: Housing Counseling Services are not offered in the City of Denton and therefor are not include as eligible.):

    - McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOMEARP are adapted from the services listed in section 401(29) of the McKinney-Vento Homeless Assistance Act (McKinney-Vento Supportive Services) (42 U.S.C. 11360(29)).

    - Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from certain eligible homelessness prevention services under the Emergency Services Grant (ESG) regulations at 24 CFR Part 576.

- Eligible Costs of Supportive Services for Qualifying Individuals and Families: HOME-ARP funds may

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be used to pay eligible costs associated with the HOME-ARP supportive services activity in accordance with the requirements of the Notice.

- Eligible Costs Associated with McKinney-Vento and Homelessness Prevention Supportive Services:
    - All qualifying households are eligible to receive supportive services under the HOME-ARP supportive services activity. Eligible costs associated with McKinney-Vento supportive services and homelessness prevention supportive services include:

Self Sufficiency Programs and Supportive Services

Self Sufficiency Participation: Selected tenants must be willing to participate in a self-sufficiency program and have a reasonable likelihood of successfully achieving housing stability either on their own or through some form of permanent housing subsidy. The household's failure to continue participation in the self-sufficiency program cannot be ground for terminating the assistance, but renewal of the assistance can be conditioned on participation in the program. Agency may not require persons with disabilities to participate in medical or disability-related services as a part of a self-sufficiency program. Agreements for self-sufficiency services must be in a separate agreement signed by the agency and the participant

Applicants must describe the Self-Sufficiency Plan for the TBRA program. The Self-Sufficiency Plan must contain information about transition of tenants towards self-sufficiency, and towards obtaining permanent housing (either assisted or unassisted) before the end of the 24-month term of assistance to the household.

Self-Sufficiency Plans may include, but are not limited to:

- Mental health care
- Job training
- Household finance
- Substance abuse counseling
- Securing day care to enable a household member to work

Agency is expected to complete the following:

- Submit all housing stability plans in Neighborly
- Complete case notes in HMIS reflecting updates on housing stability plans

QUICK REFERENCE PROGRAMS & ELIGIBLE ACTIVITIES

Tenant-Based Rental Assistance (TBRA)
Financial Assistance
○ **Rental Assistance -** Up to 12 months over 24 months ○ **Security Deposit -** Maximum two (2) times monthly contract rent
Supportive Services
Financial Assistance
○ Utility Deposits - Gas, Electric, Water, & Sewer
Eligible Activities

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- Case Management
  - Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services
  - Developing, securing, and coordinating services
  - Using Coordinated Entry
  - Obtaining federal, state, and local benefits
  - Monitoring and evaluating program participant progress
  - Providing information and referrals to other providers
  - Developing an individualized housing and service plan, including planning a path to permanent housing stability
  - Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs

- The costs of homelessness prevention services are only eligible to the extent that the assistance is necessary to help program participants regain stability in their current permanent housing or move into other permanent housing to achieve stability in that housing.

- Agency must document and report to City all eligible costs as McKinney-Vento supportive services to an individual or family in a qualifying population, homelessness prevention services, or Housing Counseling.

TBRA Ineligible Activities

- Program funds may not be used to assist a resident owner of a cooperative or mutual housing unit when that resident is recognized by state law as a homeowner.

- Program funds may not be used to prevent the displacement of tenants from projects assisted with HOME Rental Rehabilitation Program funds.

- TBRA cannot be used to duplicate another form of assistance. For instance, if a tenant receives a rental subsidy that lowers their rent to 30% of their adjusted income, such as a Housing Choice Voucher, they cannot receive additional HOME-ARP and HOME TBRA.

- Program funds cannot be used to pay for the down payment in a lease-purchase program, although it may be used as a rental subsidy.

- Program funds cannot be provided to homeless persons for overnight or temporary shelters, as a valid lease is required for program enrollment.

- Program funds cannot be provided for utility payment assistance, rental application fees, moving costs and rental arrears.

Supportive Services Ineligible Activities

Under HOME-ARP financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

Project Requirements:

- Portability of Assistance: Agency may require the HOME-ARP and HOME TBRA assisted household

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

to use the assistance within the Agency's boundaries or may permit the household to use the assistance outside its boundaries as outlined at 24 CFR 92.209(d).Term of Rental Assistance Contract: The Agency must determine the maximum term of TBRA assistance contracts and whether contracts will be renewable based on the maximum subsidy amount set by HOME-ARP and HOME.

- Maximum Subsidy: Agency may provide up to 100 percent subsidy for rent, security deposit payments, and utility bills. The maximum subsidy each household can receive is 24 months over a 36-month period. Agency must establish a policy within the first 60 days from the start date of the service agreement for determining the amount of financial assistance each household will receive to clearly demonstrate a consistent process based on income limits of HOME-ARP and HOME requirements.

- Rent Reasonableness: The Agency must determine and document whether the rent is reasonable in comparison to rent for other comparable unassisted units according to HUD rent reasonableness standards and must disapprove a lease if the rent is not reasonable. Housing Quality Standards: Housing occupied by a household receiving TBRA must comply with all housing quality standards required at 24 CFR 982.401 (or successor inspection standards issued by HUD) unless the tenant is residing in a HOME unit, in which case the Agency may defer to initial and ongoing inspection standards for the housing.

    - **Inspections**: Inspections must be conducted and documented **at least 48 hours prior to signing a lease** for move in and annually during the term of the TBRA assistance. For households receiving one-time security deposit assistance, a unit inspection is required only at the time that assistance is provided. Agency must utilize form HUD-52580-A Inspection Form or form HUD-52580 Inspection Checklist to determine whether the unit passes or fails Housing Quality Standards. The Agency must retain a copy of the form in the participant file.

      While the City does not require that landlords be informed in advance of inspections of their units, Agency may want to discuss this requirement with landlords at the time of lease execution, since forming a positive working relationship with landlords is instrumental to the success of this program. A sample inspection letter is included on the TBRA web page. A unit may fail an HQS inspection for the following common reasons: outlets not working properly, exhaust fans not working, broken windowpanes, windows that do not lock, leaking pipes or faucets, major holes in wall, etc.

      If a unit fails inspection, the inspection form will contain comments detailing the areas that failed to meet HQS standards and will prescribe the necessary repairs needed to pass inspection. If the landlord is willing to repair the items listed, they will need to submit an affidavit detailing all the repairs that were completed. The owner is responsible for completing all repairs and the subrecipient must re- inspect the unit and verify completion. A participant cannot receive TBRA until the landlord corrects all issues noted in the inspection report and the sub-recipient has re-inspected and approved the unit.

- Lead Based Paint Visual Assessment: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Agencies should ensure that the owners of any units that would be occupied by households receiving TBRA provide the required lead-based paint disclosures and lease addenda.

- Fair Housing**:** Protected Classes and Prohibited Activities under Fair Housing and HUD's Equal Access Rule

    - Agencies and the owner or agents of the owner shall not discriminate in the provision of housing on

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

the basis of race, color, sex, national origin, religion, familial status, or disability [the seven protected classes under the Fair Housing Act]. Nondiscrimination means that owners cannot refuse to rent a unit, provide different selection criteria, fail to allow reasonable accommodation or modifications, evict, or otherwise treat a tenant or applicant in a discriminatory way based solely on that person's inclusion in a protected class. Owners may not engage in steering, segregation, false denial of availability, denial of access to services or amenities, discriminatory advertising, or retaliation against individuals that make fair housing complaints.

- Effective March 5, 2012, all HUD funded properties (including HOME/CDBG/CDBG-D/NSP funding) are subject to the rule entitled "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity." According to this rule, HUD-assisted properties must make housing available without regard to actual or perceived sexual orientation, gender identity, or marital status. Additionally, HUD-assisted housing providers are prohibited from inquiring about the sexual orientation or gender identity of applicants and occupants for the purpose of determining eligibility for housing. For purposes of this rule, the term "gender identity" means actual or perceived gender-related characteristics and the term "sexual orientation" means homosexuality, heterosexuality, or bisexuality.

- Property owners & managers must allow persons with disabilities to make reasonable modifications (structural changes) so that they can fully enjoy their homes. Also, property owners and managers must allow reasonable accommodation (flexibility in rules and policies) so that persons with disabilities may fully enjoy their homes.

Required Actions

- All subrecipients should be familiar with both state and federal civil rights and fair housing laws. The City strongly encourages subrecipients to provide Fair Housing and Equal Opportunity training for all staff, including maintenance staff, associated with any property. Staff should attend a Fair Housing and Equal Opportunity training at least once every calendar year.

- All participant selection plans must acknowledge that the program follows the Fair Housing Act's nondiscrimination requirements. In addition, tenant signed forms must include the Fair Housing and Equal Opportunity logos below.

- Violence against Women Reauthorization Act of 2013 (VAWA)

  - Notification of Occupancy Rights under VAWA and Certification Form The sub-recipient must ensure that notice of occupancy rights which is set forth in Form HUD 5380 is provided to each of its applicants and to each of its tenants. The sub-recipient must provide the certification form set forth in Form HUD 5382 to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit or denied admission to a HOME-assisted unit based on the sub recipient's participant selection policies and criteria. The sub-recipient must also provide the notice of occupancy rights and the certification form with any notification of eviction.

  - Lease Addendum: The lease addendum incorporates all of the requirements that apply to the owner under 24 CFR part 5, subpart L, and 24 CFR 92.359(e), including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The City lease addendum also states that the tenant may terminate the lease without penalty if the City determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e).

  - Emergency Transfers: The sub-recipient must use and implement the emergency transfer plan set forth in Form HUD-5381 and must make the determination of whether a tenant qualifies for an emergency transfer under the plan. The sub-recipient may provide Form HUD -5383 to a tenant that is requesting an emergency transfer. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

available, the sub-recipient must provide a list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. In addition, the sub-recipient may:

- Establish a preference under the sub recipient's HOME program for tenants who qualify for emergency transfers under 24 CFR 5.2005(e); and
- Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.

- No person may deny assistance, tenancy, or occupancy rights to HOME-assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. Notwithstanding the foregoing, the sub-recipient and/or manager of HOME-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The sub- recipient and or manager or HOME-assisted housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.

- Confidentiality of Tenant Information Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking: The sub-recipient shall ensure that any information submitted to the sub-recipient and or staff of HOME-assisted housing including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking shall be maintained in confidence and may not be entered into any shared database or disclosed to any other entity or individual, except to the extent that the disclosure is:

  - Requested or consented to by the individual in writing.
  - Required for use in an eviction proceeding against any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking; or
  - Otherwise required by applicable law.

- Remedies Available To Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking: The sub-recipient may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

  - Without regard to whether the household member is a signatory to the lease; and
  - Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

  A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases. If a household

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

who lives in a HOME-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME-assisted unit.

- Limitations of VAWA Protections: VAWA, as applied in this Agreement, does not limit the authority of the sub-recipient, when notified of a court order, to comply with a court order with respect to:
- The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of a household.

VAWA as applied in this Agreement does not limit any available authority of the sub-recipient to evict a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the sub- recipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

VAWA, as applied in this Agreement, does not limit any available authority of the sub-recipient to terminate assistance to or evict a tenant under a covered housing program if the sub-recipient can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the Project would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat" in 24 CFR 5.2003.

Any eviction or termination of assistance should be utilized by the sub-recipient only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns.

- HUD 5381: Model Emergency Transfer Plan. The owner must create a model plan specific to each project. The plan must be made available for review by tenants and by CNCS.
- HUD 5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. This form is to be used by tenants as a self-certification form. A copy must be attached any time the HUD 5380 is distributed.
- HUD 5383: Emergency Transfer Request. This form is used by tenants to request a transfer under VAWA.

Oversight and Management

- Rental Assistance Contract: TBRA will be provided by the Agency directly to the qualifying household pursuant to a rental assistance contract with (1) the Agency (2) an owner that leases a unit to a qualifying household; and (3) the qualifying household.
- Rental Lease: Agency must require and verify that there is an executed lease between the qualifying household and the owner of the rental unit that complies with tenant protection requirements in accordance with 24 CFR 92.253(a).
- Oversight of Eligible Costs: All supportive service costs paid for by HOME-ARP must comply with

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the requirements of the Notice and Uniform Administrative Requirements at 2 CFR part 200, subpart E, Cost Principles that require costs be necessary and reasonable.

- Affirmative marketing and MBE/WBE records: Agency must keep records demonstrating compliance with the affirmative marketing procedures and requirements of 24 CFR 92.351 and this Notice.
    - Agency must provide City with documentation and data on the steps taken to implement the jurisdiction's outreach programs to minority-owned (MBE) and female-owned (WBE) businesses including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME-ARP and HOME funds; the amount of the contract or subcontract, and documentation of participating jurisdiction's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.
- Confidentiality Requirements: All entities assisted by HOME-ARP and HOME funds must develop, implement, and maintain written procedures to require that:
    - All records containing personally identifying information of any individual or family who applies for and/or receives HOME or HOME-ARP assistance will be kept secure and confidential.
    - The address or location of any HOME and HOME-ARP rental housing exclusively for individuals fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as necessary where making the address or location public does not identify occupancy of the HOME-ARP and HOME rental housing, when necessary to record use restrictions or restrictive covenants in accordance with the Notice Section VI.B or VI.E, or with written authorization of the person or entity responsible for the operation of the NCS or HOME-ARP rental housing; and
    - The address or location of any program participant that is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as provided under a privacy policy of the Agency consistent with state and local laws and any other grant conditions from other federal grant programs regarding privacy and obligations of confidentiality.
- Documenting status of a qualifying population that is fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking:
    - If an individual or family qualifies because the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking then acceptable evidence includes an oral or written statement by the qualifying individual or head of household seeking assistance that they are fleeing that situation. An oral statement may be documented by either:
        - A written certification by the individual or head of household; or
        - A written certification by a victim service provider, intake worker, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or an intake worker in any other organization from whom the individual or family sought assistance.
    - The written documentation need only include the minimum amount of information indicating that the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking and need not include any additional details about

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

the conditions that prompted the individual or family to seek assistance.

- Corrective and Remedial Actions: Corrective or remedial actions for a performance deficiency (e.g., failure to meet a provision of this Notice or an applicable provision of 24 CFR Part 92) will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its recurrence. The City or HUD may impose corrective or remedial actions including but not limited to the following:
  - The City or HUD may instruct the Agency to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency
  - The City and HUD may also:
    - Change the method of payment from an advance to a reimbursement basis and may require supporting documentation to be submitted to the City or HUD review for each payment request before payment is made.
    - Determine the Agency to be high risk and impose special conditions or restrictions on the use of HOME-ARP and HOME funds in accordance with 2 CFR 200.208; and
    - Take other remedies that may be legally available, including remedies under 2 CFR 200.339 and 200.340.
- Termination of Assistance: The Agency may terminate assistance to a program participant who violates program requirements or conditions of occupancy or no longer needs the services as determined by the Agency. Termination under this section does not bar the Agency from providing further assistance at a later date to the same individual or family under this Notice.
  - Due process**:** The Agency must establish policies and procedures for termination of assistance to program participants within the first 60 days from the start date of the service agreement. In terminating assistance to a program participant, the Agency must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:
    - Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance.
    - Written notice to the program participant containing a clear statement of the reasons for termination.
    - A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - Prompt written notice of the final decision to the program participant.

    During this process, the Agency must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodation. Similarly, the Agency must provide meaningful access to persons with limited English proficiency. Agency must provide written notice of termination of assistance to the City prior to the effective date of termination.

TBRA Environmental Clearance

- All TBRA activities require Environmental Clearance

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

- HOME Program TBRA activities are subject to federal environmental regulations at 24 CFR Part 58
- All applicable environmental review procedures and written notice of environmental clearance are mandatory and must be completed BEFORE inspection of a rental property.

Monthly Request for Reimbursement

Funds are disbursed on a reimbursement basis through claims submitted to the City. Sub-recipients must submit requests for reimbursement to the CITY monthly. Reimbursement requests must include (list items/backup required with Request for Payment via Neighborly)

Assistance Reimbursement
- Client Housing Plan for each client
- Expense Ledger (list of items requesting reimbursement)
- Proof Payment for Check Bank Statement for checks
- Proof of Payment for Credit Card payments
- Executed Lease
- IDIS Setup Newly Assisted
- Income Calculation Worksheet
- Lease Addendum
- Rent Calculation Worksheet
- Rent Reasonableness and Minimum Habitability Standards Checklist documentation
- Rental Agreement between Agency, Tenant, and Landlord
- Request for Unit Approval
- TBRA Application
- Verification of Qualifying Household
- Beneficiary Report Data
- Environmental Inspection Report
- Receipt of Lead Based Paint Pamphlet, for pre-1978 unit

Salary Reimbursement
- Cost Allocation Due by May 31, 2026
- Copy of HUD Timesheet signed by staff member AND supervisor
- Copy of Paystub with payroll detail. Payroll register accepted if provided by third party vendor.
- City of Denton Salary Ledger Sheet

Records and Document Retention

Pursuant to 24 CFR 92.508, the records must be retained for each household served by the HOME-ARP and HOME TBRA program for five years after the period of rental assistance terminates. HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the participating jurisdiction, state recipients, and subrecipients, in order to make audits, examinations, excerpts, and transcripts.

Monitoring

The CITY will perform program compliance checks throughout the program year by reviewing monthly reports, draw requests, and other information.

A more thorough monitoring of the program will also occur. The monitoring review may be done remotely or in person. At least three weeks of notice will be given to the recipient before monitoring begins so that the recipient can prepare using a monitoring checklist. The checklist will contain a list of areas that will be reviewed and documents that will need to be made available at the time of monitoring.

Upon completion of a monitoring review, the City will send a letter detailing all concerns and findings

Docusign Envelope ID: 22023D75-772F-4F68-A2AF-942AB68BFA7F

discovered during the review. The letter will be sent within 30 calendar days of the monitoring unless an investigation of findings requires more time. If there are findings or concerns discovered, the letter will request the recipient to submit a specific resolution or correction within a certain period of time.

Significant deficiencies in program files or other record keeping that are found during monitoring will result in required Plans of Corrective Action with possible loss of funds or repayment to the City.

Close Out

A final close-out report must be submitted to The City within 30 days after the award expires. The CITY will provide a form on which Agency will record information regarding their award performance. All reports must be submitted as requested by the City for the Agency to remain eligible for future HUD funds.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

CM/DCM/ACM: Cassey Ogden

DATE: May 5, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas, a Home-Rule Municipal Corporation, authorizing the City Manager, or their designee, to execute an agreement for cost sharing of an offsite sewer line with UCRP Acquisitions, LLC, a Texas Limited Liability Company, wherein UCRP Acquisitions, LLC will pay its proportionate share of costs involving design, easement acquisition, surveying, engineering, potholing, construction, legal fees, and other associated matters for an offsite sanitary sewer line generally located at the intersection of Hampton Road and North Masch Branch Road and running south along North Masch Branch Road, under U.S. 380, and connecting to an existing line near Jim Christal Road; and providing an effective date.

BACKGROUND

The Wastewater Master Plan was adopted by Council on May 7, 2024; this included the Capital Project 13 – North Masch Sewer Line to serve the Hickory Creek service area with approximately 9,114 linear feet of sewer line public improvement, which requires onsite and offsite public utility easements.

The Harris Ranch Tract property is approximately 84.140 acres of land generally located north of US 380 and west of North I-35E in the City of Denton for proposed light industrial development and uses.

To expedite the construction of this City sewer line project, the Developer has agreed to fund the Developer's proportionate share of the cost of design, easement acquisition, surveying, engineering, potholing, construction, legal fees and all other associated costs of the Capital Project 13 – North Masch Sewer Line. This sewer line will be extended to serve the Harris Ranch Tract and other property not owned by the Developer, including future light industrial development to the south. Based on the agreement, the Developer would be contributing $153,260.51 in funding to the Project which the City would otherwise have to fund fully. The City Council approved a similar agreement on December 16, 2025, for another developer to fund 9.95% ($564,793.34) for the sewer line.

This line will serve approximately 1,100 acres of undeveloped land in that area, which could potentially be developed. This could be approximately 10.3 million SF of Light Industrial buildings and $1 billion in future value. 4.7 million SF of this future development is currently in development review by the City and is intended to be served by this sewer line.

RECOMMENDATION:

Staff recommends approval of this request.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

None

FISCAL INFORMATION
This project will be funded from the North Masch Branch Sewer Line project account 640527541.

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

Respectfully submitted:
Charlie Rosendahl
Director of Development Services

Prepared by:
Christian Garcia
Planning Technician Supervisor

ORDINANCE NO. 25-2307

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, A HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE AN AGREEMENT FOR COST SHARING OF AN OFFSITE SEWER LINE WITH UCRP ACQUISITIONS, LLC, A TEXAS LIMITED LIABILITY COMPANY, WHEREIN UCRP ACQUISITIONS, LLC WILL PAY ITS PROPORTIONATE SHARE OF COSTS INVOLVING DESIGN, EASEMENT ACQUISITION, SURVEYING, ENGINEERING, POTHOLING, CONSTRUCTION, LEGAL FEES, AND OTHER ASSOCIATED MATTERS FOR AN OFFSITE SANITARY SEWER LINE GENERALLY LOCATED AT THE INTERSECTION OF HAMPTON ROAD AND NORTH MASCH BRANCH ROAD AND RUNNING SOUTH ALONG NORTH MASCH BRANCH ROAD, UNDER U.S. 380, AND CONNECTING TO AN EXISTING LINE NEAR JIM CHRISTAL ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the "City") and UCRP ACQUISITIONS, LLC (the "Developer") mutually desire to enter into an agreement for the Developer's proportionate share of costs involving design, easement acquisition, surveying, engineering, potholing, construction, legal fees, and all other associated matters for a sanitary sewer line (the "Agreement"); and

WHEREAS, Developer intends to develop and improve approximately 84.140 acres of land located north of US 380 and west of North I-35E within the city limits of Denton (the "Property"); and

WHEREAS, the City intends to construct Capital Improvement Project 13 - North Masch Sewer Line, a sewer line of approximately 9,114 linear feet, to serve the Property and the Hickory Creek Service Area (the "City Sewer Line"); and

WHEREAS, onsite and offsite easements are needed to ensure sanitary sewer line facilities are available to serve the Hickory Creek Service Area, as indicated in the City's Wastewater Master Plan; and

WHEREAS, construction of the City Sewer Line will support economic activity and protect the public health, safety, and welfare; and

WHEREAS, to expedite the construction of the City Sewer Line, Developer has engaged Kimley-Horn & Associates, Inc. to design and provide engineering services for the City Sewer Line and Developer has already funded costs associated with such design and engineering for the City Sewer Line.

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 true and correct and incorporated herein by reference.

SECTION 2. The City Manager or their designee is hereby authorized to execute the Agreement for Cost Sharing of Offsite Sewer Line attached hereto as Exhibit "A" and incorporated herein for all purposes, with UCRP ACQUISITIONS, LLC.

SECTION 3. The City Manager, or their designee, is authorized to carry out all duties and obligations to be performed by the City under the Agreement for Cost Sharing of Offsite Sewer Line, unless otherwise reserved in the Agreement for Cost Sharing of Offsite Sewer Line for City Council approval.

SECTION 4. Minor adjustments to the attached Agreement for Cost Sharing of Offsite Sewer Line by the City Manager or their designee, such as filling in blanks and minor clarifications or corrections, and any modifications made by City Council in the approval of this Ordinance are authorized.

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 McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRED REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Christopher Mullino _____

Exhibit "A"

Agreement for Cost Sharing of Offsite Sewer Line

AGREEMENT FOR COST SHARING OF OFFSITE SEWER LINE

This Agreement for Cost Sharing of Offsite Sewer Line (this "Agreement") is entered into on the 23 day of April, 2026, to be effective as of the Effective Date (hereinafter defined), by and among the City of Denton, Texas (the "City") and UCRP ACQUISITIONS, LLC, a Texas limited liability company (the "Developer"). Developer and the City are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Developer is under contract to purchase that certain real property consisting of approximately 84.140 acres of land located south of FM 1173 and west of N I-35 in the City and described in **Exhibit "A"**, attached hereto (the "Harris Ranch Tract"); and

WHEREAS, Developer is in the process of developing and improving the Harris Ranch Tract and, in connection with the same, must secure onsite and offsite easements for the City; and

WHEREAS, onsite and offsite easements are needed to ensure sanitary sewer line facilities are available to serve the Hickory Creek service area from the City's Wastewater Master Plan; and

WHEREAS, the City intends to construct Capital Improvement Project 13 - North Masch Sewer Line, a sewer line of approximately 9,114 linear feet, the approved plans of which are attached hereto as **Exhibit "B"** (the "City Sewer Line"); and

WHEREAS, the City Sewer Line will be extended to serve the Harris Ranch Tract, as shown in **Exhibit "B"** attached hereto, and other property not owned by Developer, including future light industrial development to the south; and

WHEREAS, the City started procurement on February 25, 2026, and, as further provided in Section 2.1, intends to submit a contract to the Denton City Council for the City Sewer Line by June 16, 2026, in accordance with the City's Wastewater Master Plan; and

WHEREAS, Developer agreed to fund Developer's proportionate share of the cost of design, easement acquisition, surveying, engineering, potholing, construction, legal fees, and all other associated costs of the City Sewer Line (the "City Sewer Line Costs"); and

WHEREAS, the estimated total cost of Developer's proportionate share of the City Sewer Line Costs is included in **Exhibit "C"**, attached hereto; and

WHEREAS, the City and Developer desire to set forth, in writing, their understandings and agreement regarding the design, construction, and installation of the City Sewer Line as more fully set forth herein; and

WHEREAS, the Parties have determined and hereby represent that they are authorized and empowered to make, execute, and deliver this Agreement; that the terms, conditions and provisions of this Agreement are mutually agreeable to the Parties; and that they desire to enter into this Agreement for the purpose of setting forth terms and conditions upon which the City Sewer Line will be constructed and funded.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, benefits and obligations contained herein, the Parties hereby contract, covenant, and agree as follows:

ARTICLE I
FUNDING OF CITY SEWER LINE

1.1 Contribution. The estimated total cost of Developer's proportionate share of the City Sewer Line Costs is provided in **Exhibit "C"** attached hereto (the "Developer's Preliminary Share"). The Parties agree Developer's actual proportionate share of the City Sewer Line Costs (the "Developer's Share") will be finalized upon issuance of the Accounting Notice (as hereinafter defined). The Developer's Share shall be based on the percentage of the total flow of the basin attributable to the Harris Ranch Tract from the City Sewer Line's capacity and planned usage by the development, as detailed in **Exhibit "C"**, attached hereto.

1.2 Payment of Developer's Preliminary Share. Within forty-five (45) days following the City's issuance of a Notice to Proceed (as hereinafter defined) pursuant to Section 2.1, Developer shall pay to the City the Developer's Preliminary Share. The City hereby agrees to keep the Developer's Preliminary Share in a segregated project fund, separate and apart from any other funds of the City. The City shall use the Developer's Preliminary Share to pay for the City Sewer Line Costs attributable to the Harris Ranch Tract.

1.3 Closeout. After completion and acceptance of the City Sewer Line, the City will provide an account, including reasonable supporting documentation, of the final City Sewer Line Costs and notify Developer of the final calculation of the Developer's Share (the "Accounting Notice"). If the Developer's Share exceeds the Developer's Preliminary Share, Developer agrees to pay City the difference between the Developer's Share and the Developer's Preliminary Share within thirty (30) days of Developer's receipt of the Accounting Notice. If the Developer's Preliminary Share exceeds the Developer's Share, then the City agrees to refund the difference to Developer within thirty (30) days of the City's delivery of the Accounting Notice to Developer.

ARTICLE II
CITY SEWER LINE

2.1 Construction of the City Sewer Line. The Parties acknowledge and agree that the City Sewer Line has been designed, and the plans attached hereto as **Exhibit "B"** have been approved by the City. Subject to the conditions of this Agreement, the City shall publicly bid the construction and improvement of the City Sewer Line. The City shall then award the contract(s)

to the lowest qualified bidder. After selection of the lowest qualified bidder, the City shall administer the construction contract or contracts for the City Sewer Line in accordance with applicable federal, state, and local laws. A contract for construction of the City Sewer Line shall be submitted to the Denton City Council by June 16, 2026, and a notice to proceed ("Notice to Proceed") shall be issued within sixty (60) days of award of the contract. All costs associated with Developer's Share of the City Sewer Line Costs shall be funded in accordance with Article I herein.

2.2 Reservation of Capacity. The Parties agree that the City retains exclusive ownership of capacity in all the facilities under its ownership and control. The City will reserve capacity in the City Sewer Line to serve the Harris Ranch Tract, subject to the terms and conditions of this Agreement.

2.2.1 Upon the City's completion of construction of the City Sewer Line, the City will reserve 60,640 gallons per day of capacity in the City Sewer Line for Developer (the "Reserved Capacity"), as shown on **Exhibit "D"** attached hereto.

2.2.2 Developer acknowledges and agrees the Reserved Capacity provided by this Agreement runs with the land and shall be an appurtenance to the Harris Ranch Tract. Developer acknowledges that recordation of this Agreement in the real property records of Denton County within thirty (30) days of the Effective Date of this Agreement is required; otherwise, the Developer will not be entitled to the Reserved Capacity provided herein and the reservation will expire. Developer shall record this Agreement and provide a recorded copy to the City's Director of Development Services within the earlier of (1) thirty (30) days of the Effective Date of this Agreement, or (2) before any transfer of the Harris Ranch Tract or any of the Reserved Capacity provided in 2.2.1.

2.2.3 The Reserved Capacity, or any portion thereof, may only be assigned under Section 3.1 as part of a real estate transaction in which all, or a portion of, the Harris Ranch Tract is transferred. Developer must provide notice to the City indicating how much of the Reserved Capacity is being assigned ("Capacity Request"). The Capacity Request will be reviewed for written approval by the City Manager, or their designee, which approval shall not be unreasonably withheld or denied. Notwithstanding the foregoing, no Capacity Request or City approval shall be required for an assignment of all or a portion of the Reserved Capacity (a "Permitted Capacity Assignment") if (i) the assignment is to an affiliate of Developer, (ii) the assignment, taken together with any previous assignments of the Reserved Capacity by Developer, does not exceed the total amount of Reserved Capacity stated in Section 2.2.1, (iii) the assignee assumes Developer's obligations under this Agreement with respect to the portion of the Reserved Capacity assigned to such assignee, (iv) the assignment instrument states that Developer will not be released from its obligations under this Agreement notwithstanding such assignment, and (v) the Developer provides a copy of the executed assignment to the City promptly following execution of same. Any assignment that does not meet the conditions of a Permitted Capacity Assignment shall be deemed a Capacity Request that requires the City's approval as provided in this Section 2.2.3.

2.2.4 **DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF DENTON FROM ANY AND ALL CLAIMS OF THIRD PARTIES ARISING OUT OF THE DEVELOPER'S TRANSFER OR ASSIGNMENT OF RESERVED CAPACITY UNDER THIS AGREEMENT TO DEVELOPER'S SUBSEQUENT PURCHASERS, SUCCESSORS, AND ASSIGNS. THIS SECTION 2.2.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND ANY ASSIGNMENT .**

2.2.5 The City's reservation of the Reserved Capacity shall expire thirty (30) years from the Effective Date of this Agreement.

2.2.6 The obligation of the City to provide the Reserved Capacity is conditioned upon present rules, regulations, and statutes of the United States of America and the State of Texas and any court order that directly affects the City and its provision of wastewater transport and/or treatment services. Developer acknowledges that if the rules, regulations, and statutes of the United States of America and/or the State of Texas that are in effect upon the Effective Date of this Agreement are repealed, revised, or amended to such an extent that the City becomes incapable of, or is legally prevented from, providing the Reserved Capacity, then no liability of any nature is to be imposed upon the City as a result of the City's compliance with such legal or regulatory mandates.

ARTICLE III
MISCELLANEOUS

3.1 Assignability. This Agreement shall not be assigned by the City. Subject to the terms and conditions in Section 2.2 regarding assignment of the Reserved Capacity, Developer may assign this Agreement, in whole or in part, to a subsequent landowner or developer of the Harris Ranch Tract. Developer may only assign this Agreement upon written notice thereof to the City and with the written consent of the City Manager, or their designee, which approval shall not be unreasonably withheld or denied. Developer must ensure that its assignees agree to be bound by the terms of this Agreement. Notwithstanding the foregoing, no City approval shall be required for an assignment of this Agreement (a "Permitted Assignment") if (i) the assignment is to an affiliate of Developer, (ii) the assignee assumes Developer's obligations under this Agreement with respect to the portion of the Agreement assigned to such assignee, including the obligation to pay the proportionate share of Developer's Share, (iii) the assignment instrument states that Developer will not be released from its obligations under this Agreement notwithstanding such assignment, and (iv) the Developer provides a copy of the executed assignment to the City promptly following execution of same. Any assignment that does not meet the conditions of a Permitted Assignment shall require the City's approval as provided in this Section 3.1.

3.2 Amendments. This Agreement may be changed, amended, or modified only by written instrument with the consent of all Parties.

3.3 Default. In the event any Party (the "Non-Defaulting Party") reasonably believes that another Party (the "Defaulting Party") is in violation or default of any of the terms of this Agreement, the Non-Defaulting Party shall provide written notice of such default to the Defaulting Party with notice of the specific terms and conditions of the violation or default and the requirements to remedy such violation (each, a "Notice of Default").

Upon receipt of a Notice of Default, the Defaulting Party shall have thirty (30) days from the date of receipt of such Notice of Default to cure the alleged violation by taking appropriate actions. Such notice or cure period shall not be justification for the Non-Defaulting or Defaulting Party to cease any of the obligations that might not be the subject of the Notice of Default. In the event the Defaulting Party fails to cure an alleged violation of this Agreement within the cure period set out above, the violation or default shall be deemed a "Default" hereunder and the Non-Defaulting Party shall have the right to terminate and will retain any and all remedies available at law or in equity. Notwithstanding the foregoing, if the Defaulting Party has commenced curing any alleged Default within said thirty (30) day cure period and is diligently prosecuting the same, the cure period shall automatically be extended for an amount of time necessary to cure such Default, subject to additional extension for Force Majeure.

3.4 Termination. This Agreement shall terminate upon the City's completion of the construction of the City Sewer Line or as provided in Sections 3.3 or 3.17. The obligation of the City to provide the Reserved Capacity under this Agreement shall not survive termination due to Developer's default under Section 3.3. The City may also terminate this Agreement, and any capacity reservations contemplated herein, if the Developer (or its affiliates) is unable to purchase the entire Harris Ranch Tract within three (3) years from the Effective Date ("Deadline"); provided, however, that this Agreement shall not be terminated with respect to the portion of the Harris Ranch Tract purchased by Developer (or its affiliates under a Permitted Assignment) within such three (3) year period, and Developer's payment obligations under Article I to fund the Developer's Share of the City Sewer Line shall not be reduced. Notwithstanding any assignment of the Reserved Capacity or any other provision of this Agreement, if the Developer or its affiliates fail to purchase the entire Harris Ranch Tract by the Deadline, the Reserved Capacity shall be reduced in an amount that, in the sole discretion of the City Manager or their designee, is needed to serve the portions of the Harris Ranch Tract purchased by Developer or its affiliates.

3.5 Notice. Any notice, request, demand, instruction or other communication required or permitted to be given to any Party under this Agreement shall be in writing and shall be either (i) personally delivered to the parties named below by a commercial messenger service regularly retaining receipts for such delivery; (ii) sent by registered or certified mail, return receipt requested, effective upon deposit; (iii) delivered by a reputable overnight courier service, effective upon delivery thereof to the carrier; or (iv) sent by electronic mail with confirmation of transmission, and shall be addressed to the parties as listed below:

To the City:

City of Denton, Texas
City Manager
215 E. McKinney Street
Denton, TX 76201
Email: cmo@cityofdenton.com

With Copy to: City of Denton, Texas
City Attorney
215 E. McKinney Street
Denton, TX 76201
Email: legal@cityofdenton.com

To Developer: Urban Logistics Realty
13636 Neutron Rd
Dallas, TX 75244
Attn: Drew Feagin and David Heard
Email: dfeagin@ulrllc.com; dheard@ulrllc.com

3.6 Further Acts; Cooperation. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement; provided, however, that such documents and performance shall not increase either Party's obligations under this Agreement or decrease a Party's rights under this Agreement.

3.7 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-subcontractor, employer-employee, partnership, joint venture or other arrangement between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

3.8 Remedies. The Parties shall have all rights and remedies at law or in equity under this Agreement following a Default.

3.9. Governmental Immunity Not Waived. The City does not waive, nor shall it be deemed hereby to waive, any immunity or defense that would otherwise be available against claims made or arising from any act or omission resulting from this Agreement.

3.10 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and this Agreement can be amended only by written agreement signed by all of the Parties hereto. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.

3.11 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. The Parties agree that they have equally participated in the

drafting of this Agreement with the assistance of legal counsel, and that neither party shall receive any benefit of interpretation of its terms on the basis of relative contribution to the drafting process.

3.12 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas and venue for any action brought to enforce this Agreement shall be the state courts of Denton County, Texas.

3.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

3.14 Force Majeure.

3.14.1 In the event any Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, shall be suspended during the continuance of the inability provided however, that due diligence is exercised to resume performance at the earliest practical time.

3.14.2 As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of the Force Majeure to the other Party, shall provide weekly written updates describing its efforts to mitigate or cure the Force Majeure condition(s), and shall provide written notice at the time that the Force Majeure conditions have ceased. The cause, as far as possible, shall be remedied with all reasonable diligence.

3.14.3 The term "Force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, epidemic, pandemic, and any other inabilities of either Party to be able to perform, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care.

3.15 INDEMNIFICATION.

THE DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "CITY INDEMNITEES"), HARMLESS FROM ANY LIABILITY FROM THIRD PARTY CLAIMS, ADMINISTRATIVE PROCEEDINGS OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S

FEES FOR ACTUAL DAMAGES (BUT EXPRESSLY EXCLUDING CONSEQUENTIAL, SPECULATIVE OR OTHER SPECIAL DAMAGES), ACTUALLY INCURRED BY ANY CITY INDEMNITEES TO THE EXTENT ARISING OUT OF A BREACH OF THIS AGREEMENT BY THE DEVELOPER. THE INDEMNITY OBLIGATIONS IN THIS SECTION 3.15 SHALL TERMINATE UPON ANY TERMINATION OF THIS AGREEMENT, AND FURTHER, DEVELOPER'S AGGREGATE LIABILITY UNDER THIS SECTION 3.15 SHALL NOT EXCEED THE AMOUNT OF DEVELOPER'S SHARE.

3.16 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

3.17 Non-Appropriation. Notwithstanding any provisions contained herein, the obligations of the City under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. The City has appropriated funds for the project in the current fiscal year, however, the Developer shall not have a right of action against the City in the event the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. If the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the City, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice at the earliest possible time prior to the end of its fiscal year.

3.18 Effective Date. The Effective Date of this Agreement shall be the date signed by the last Party whose signature makes this Agreement fully executed.

3.19 Incorporation. The recitals in the preamble above are hereby incorporated in their entirety as if fully set out herein.

3.20 Form 1295 Certificate of Interested Parties. Prior to execution of this Agreement, Developer agrees to file with the City, pursuant to Texas Government Code Section 2252.908, a signed and completed Texas Ethics Commission ("TEC") Form 1295 and a certification of filing with the TEC, if required by law.

3.21 Statutory Verifications.

3.21.1 Pursuant to Section 2270.002 of the Texas Government Code, the Developer hereby (i) represents that it does not boycott Israel and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the

immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001 of the Texas Government Code.

3.21.2 The Developer hereby represents that (i) it does not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153 of the Texas Government Code as a company known to have contracts with or to provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151 of the Texas Government Code.

3.21.3 Developer acknowledges that, in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

3.21.4 Developer 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 Agreement against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (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 Agreement against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

3.21.5 Notwithstanding any other provision of this Agreement to the contrary, the City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275 of the Texas Government Code and Developer 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 any other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or any other designated country; or (iii) is headquartered in China, Iran, North Korea, Russia, or any other designated country.

3.22 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their successors and assigns.

3.23 Nonwaiver. A party's right in the future to demand strict compliance and performance under this Agreement is not diminished because, whether through decision or oversight, that party has not enforced a provision of this Agreement or has not enforced default, breach, or nonperformance in the past, whether periodically or for long duration. Also, a party's right in the future to demand strict compliance and performance with this Agreement is not diminished because, whether through decision or oversight, the other party has not enforced the same or a similar provision of this Agreement or does not enforce the same or a similar breach or nonperformance, whether periodically or for long duration. To the extent a right or benefit in this Agreement is expressly waived by a party such waiver will not be applied other than strictly in accordance with the conditions expressed in such express waiver and will not be implied to be continuing in nature. Failure by City to promptly enforce any termination right does not constitute a waiver of that right or any other right under this Agreement.

3.24 Survival of Certain Rights and Obligations. Notwithstanding any provision of this Agreement to the contrary and without limitation of any other provisions of this Agreement that specify survival of rights and obligations, Developer's obligation to pay Developer's Share shall survive the termination of this Agreement if this Agreement is terminated due to the City's completion of the construction of the City Sewer Line or as provided in Section 3.3.

3.25 Certification of Execution. The person or persons signing and executing this Agreement on behalf of the Developer, or representing themselves as signing and executing this Agreement on behalf of Developer, do hereby warrant and certify that he, she, or they have been duly authorized by the Developer to execute this Agreement on behalf of the Developer and to validly and legally bind the Developer to all terms, performances, and provisions herein set forth.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed by the City and Developer to be effective on the Effective Date.

CITY OF DENTON
A Texas Municipal Corporation

By: _____

CASSEY OGDEN, INTERIM CITY MANAGER

Date Signed: _____

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

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

_____
Signature

_____
Title

_____
Department

Date Signed: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

DEVELOPER:

UCRP ACQUISITIONS, LLC,
a Texas limited liability company

By: _____
Name: Aidan Casey
Title: COO
Date: 4/23/26

EXHIBIT "A"

Harris Ranch Tract Property Description

BEING a tract of land situated in the B.B.B. & C R.R. CO. Survey, Abstract Number 141, Robert Whitlock Survey, Abstract Number 1403, and Nathan Wade Survey, Abstract Number 1407, Denton County, Texas and being a portion of a called 75.492-acre tract of land described as "Parcel I" in the deed to Robert W. Harris Heritage Trust, recorded in Instrument Number 2012-139301, Official Records of Denton County, Texas, a portion of a called 7.937-acre tract of land described in the deed to Robert W. Harris, recorded in Instrument Number 93-R0043112, Official Records of Denton County, Texas, and a portion of a called 11.615-acre tract of land described as "Parcel I" and "Parcel II" in the deed to Robert Woodson Harris, recorded in Instrument Number 2012-139304, Official Records of Denton County, Texas and being more particularly described by the metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "RPLS 4561" found for the westerly common corner of a called Parcel 23 in the right-of-way deed to the State of Texas, recorded in Instrument Number 2022-30410, Official Records of Denton County, Texas and a called Parcel 24 in the right-of-way deed to the State of Texas, recorded in Instrument Number 2022-71585, Official Records of Denton County, Texas, same being on the westerly right-of-way line of Interstate Highway 35 (a variable width right-of-way) and being at the beginning of a non-tangent curve to the left with a radius of 10,027.45 feet, a central angle of 04°45'45", and a chord bearing and distance of South 10°33'33" East, 833.23 feet;

THENCE along said westerly right-of-way line the following courses and distances:

In a southerly direction, along the westerly line of said Parcel 23, with said non-tangent curve to the left, an arc distance of 833.47 feet to a 1/2" iron rod with plastic cap stamped "TXDOT" found for the westerly common corner of said Parcel 23 and a called Parcel 22 described in the right-of-way deed to the State of Texas, recorded in Instrument Number 2022-165402, Official Records of Denton County, Texas same being on the northerly line of aforementioned 7.937-acre tract;

South 07°28'19" East, departing said northerly line, along the westerly line of said Parcel 22, a distance of 466.44 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner on the common line of said 7.937-acre tract and Lot 1, Block A of Western Hills Business Park, an addition to the City of Denton, Texas according to the plat thereof, recorded in Cabinet H, Page 224, Plat Records of Denton County, Texas;

THENCE North 89°41'21" West, departing the westerly right-of-way line of Interstate Highway 35, along said common line, a distance of 592.71 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for southeast corner of a called 1.205-acre Lease Tract described in the deed to Williams Communication, recorded in Volume 4603, Page 2241, Plat Recorded of Denton County, Texas;

THENCE North 00°18'36" East, departing said common line, along the east line of said Lease Tract, over and across said 7.937-acre tract, a distance of 175.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lease Tract;

THENCE North 89°41'24" West, along the north line of said Lease Tract, continuing over and across said 7.937-acre tract and aforementioned 75.492-acre tract, a distance of 300.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northwest corner of said Lease Tract;

THENCE South 00°18'36" West, along the west line of said Lease Tract, continuing over and across said 75.492-acre tract, a distance of 175.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner; from which a 1/2" iron rod found for the northeast corner of a called 91.692-acre tract of land described in the deed to BCOM Land, LLC, recorded in Instrument Number 2024-41140, Official Records of Denton County, Texas bears South 89°41'21" East, a distance of 46.80 feet, same being on the southerly line of said 75.492-acre tract and the northerly line of said 91.692-acre tract;

THENCE North 89°41'21" West, along the southerly line of said 75.492-acre tract, common to the northerly line of said 91.692-acre tract, the northerly line of a called 5.00-acre tract of land described in the deed to Kennith Leroy Chambers and Beverly Graham Chambers, co-trustees of the Chambers Family Revocable Trust, recorded in Instrument Number 2014-108259, Official Records of Denton County, Texas, and the northerly line of a called 5.456-acre tract of land described in the deed to Southwestern Medical School Branch of The University of Texas, et al, recorded in Volume 2409, Page 635, Official Records of Denton County, Texas, a distance of 1,784.12 feet to a 5/8" iron rod with plastic cap stamped "KHA" set, from which a 5/8" iron rod with plastic cap stamped "RPLS 4561" found for the southwest corner of said 75.492-acre tract and on the easterly right-of-way of the Kansas City Southern Railroad, bears North 89°41'25" West, a distance of 215.79 feet;

THENCE departing the southerly line of said 75.492-acre tract and the northerly line of said 5.456-acre tract, over and across said 75.492-acre tract the following courses and distances:

North 03°44'39" West, a distance of 249.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 83°21'18" East, a distance of 92.60 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 04°03'39" West, a distance of 572.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 87°20'32" West, a distance of 458.86 feet to a 5/8" iron rod with plastic cap stamped "KHA" set on the westerly line of said 75.492-acre tract and on the easterly line of said Kansas City Southern Railroad;

THENCE North 16°05'54" West, along the common line of said Kansas City Southern Railroad and said 75.492-acre tract, a distance of 586.61 feet to a 1" iron rod found the northwest corner of said 75.492-acre tract and the southwest corner of a called 103.857-acre tract of land described as "Parcel 3" in the deed to Richard A. Harris, III and Lisa J. Harris, recorded in Instrument Number 2022-94020, Official Records of Denton County, Texas;

THENCE South 89°40'30" East, along the common line of said 75.492-acre tract and said Parcel 3, passing a 5/8" iron rod with plastic cap stamped "RPLS 4561" found for the southernmost southeast corner of said Parcel 3, at a distance of 2500.09 feet, continuing along the northerly line of said 75.492-acre tract common to the southerly line of a called 8.00-acre tract of land described in the deed to Lisa J. Harris Investment Trust, recorded in Instrument Number 2018-118132, Official Records of Denton County, Texas, a total distance of 2,518.80 feet to a 5/8" iron rod with plastic cap stamped "RPLS 4561" found for the northwest corner of a called 13.071-acre tract of land described in the deed to Robert A. Harris, JR., recorded in Instrument Number 93-R0043111, Official Records of Denton County, Texas, from which a 5/8" iron rod with plastic cap stamped "TXDOT" found bears South 89°40'33" East, a distance of 518.23 feet;

THENCE South 00°14'03" West, departing said common line, along the westerly line of said 13.071-acre tract and a northeasterly line of said 75.492-acre tract, a distance of 89.59 feet to a 5/8" iron rod with plastic cap stamped "RPLS 4561" found for the northwest corner of aforementioned Parcel I and Parcel II (a called 11.615-acre);

THENCE South 89°46'49" East, departing a northeasterly line of said 75.492-acre tract, along the northerly line of said Parcel I and Parcel II (a called 11.615-acre), a distance of 530.93 feet to the **POINT OF BEGINNING** and containing 3,665,157 square feet or 84.140 acres of land, more or less.

DEVELOPER:

UCRP ACQUISITIONS, LLC,
a Texas limited liability company

By: _____
Name: Aidan Casey
Title: COO
Date: 4/23/26

FEES FOR ACTUAL DAMAGES (BUT EXPRESSLY EXCLUDING CONSEQUENTIAL, SPECULATIVE OR OTHER SPECIAL DAMAGES), ACTUALLY INCURRED BY ANY CITY INDEMNITEES TO THE EXTENT ARISING OUT OF A BREACH OF THIS AGREEMENT BY THE DEVELOPER. THE INDEMNITY OBLIGATIONS IN THIS SECTION 3.15 SHALL TERMINATE UPON ANY TERMINATION OF THIS AGREEMENT, AND FURTHER, DEVELOPER'S AGGREGATE LIABILITY UNDER THIS SECTION 3.15 SHALL NOT EXCEED THE AMOUNT OF DEVELOPER'S SHARE.

3.16 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

3.17 Non-Appropriation. Notwithstanding any provisions contained herein, the obligations of the City under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. The City has appropriated funds for the project in the current fiscal year, however, the Developer shall not have a right of action against the City in the event the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. If the City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the City, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice at the earliest possible time prior to the end of its fiscal year.

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3.21 Statutory Verifications.

3.21.1 Pursuant to Section 2270.002 of the Texas Government Code, the Developer hereby (i) represents that it does not boycott Israel and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the

immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001 of the Texas Government Code.

3.21.2 The Developer hereby represents that (i) it does not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153 of the Texas Government Code as a company known to have contracts with or to provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151 of the Texas Government Code.

3.21.3 Developer acknowledges that, in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

3.21.4 Developer 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 Agreement against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer (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 Agreement against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

3.21.5 Notwithstanding any other provision of this Agreement to the contrary, the City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275 of the Texas Government Code and Developer 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 any other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or any other designated country; or (iii) is headquartered in China, Iran, North Korea, Russia, or any other designated country.

EXHIBIT "B"
City Sewer Line

Exhibit B

CIVIL CONSTRUCTION PLANS FOR BAKER TRACT OFFSITE SEWER

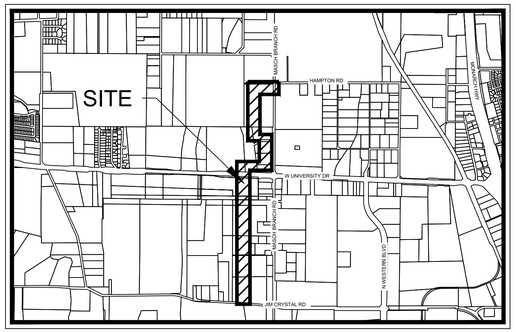
JIM CHRISTAL ROAD TO HAMPTON ROAD

CITY OF DENTON
DENTON COUNTY, TEXAS

BAKER TRACT OFFSITE SEWER - 063248015

PLANS SUBMITTAL/REVIEW LOG

40% SUBMITTAL - NOT FOR CONSTRUCTION.	02/03/2025
60% SUBMITTAL - NOT FOR CONSTRUCTION.	03/26/2025
90% SUBMITTAL - NOT FOR CONSTRUCTION.	04/21/2025
100% SUBMITTAL	06/11/2025



SITE LOCATION MAP
(NOT TO SCALE)

NOTES:
1. THE SITEWORK FOR THE PROJECT SHALL MEET OR EXCEED THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR THE NCTCOG - NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (LATEST EDITION), THE CITY STANDARDS, AND ANY SPECIAL PROVISIONS ADOPTED BY THE CITY. CITY STANDARDS GOVERN OVER NCTCOG IN THE EVENT OF A CONFLICT.
2. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO CONTRACT COMPLETION AND THE FINAL CONNECTION OF SERVICES.
3. IF REPRODUCED, THE SCALES SHOWN ON THESE PLANS ARE BASED ON A 24" X 36" SHEET.

811 Know what's **below.** **Call** before you dig.

CAUTION!!
CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION	DATE	REVISION
C1.01	COVER SHEET	06/11/2025	
C2.01	GENERAL NOTES	06/11/2025	
C2.02	COD GENERAL NOTES	06/11/2025	
C13.01	SEWER INDEX SHEET	06/11/2025	
C13.02	SEWER PLAN AND PROFILE	06/11/2025	
C13.03	SEWER PLAN AND PROFILE	06/11/2025	
C13.04	SEWER PLAN AND PROFILE	06/11/2025	
C13.05	SEWER PLAN AND PROFILE	06/11/2025	
C13.06	SEWER PLAN AND PROFILE	06/11/2025	
C13.07	SEWER PLAN AND PROFILE	06/11/2025	
C13.08	SEWER PLAN AND PROFILE	06/11/2025	
C13.09	SEWER PLAN AND PROFILE	06/11/2025	
C13.10	SEWER PLAN AND PROFILE	06/11/2025	
C13.11	SEWER PLAN AND PROFILE	06/11/2025	
C13.12	SEWER PLAN AND PROFILE	06/11/2025	
C13.13	LIFT STATION ABANDONMENT & SALVAGE PLAN	06/11/2025	
C13.14	LIFT STATION ABANDONMENT & SALVAGE PLAN	06/11/2025	
C17.01	EROSION CONTROL PLAN	06/11/2025	
C17.02	EROSION CONTROL PLAN	06/11/2025	
C17.03	EROSION CONTROL PLAN	06/11/2025	
C17.04	EROSION CONTROL PLAN	06/11/2025	
C17.05	EROSION CONTROL PLAN	06/11/2025	
C17.06	EROSION CONTROL PLAN	06/11/2025	
C17.07	EROSION CONTROL PLAN	06/11/2025	
C17.08	EROSION CONTROL PLAN	06/11/2025	
C17.09	EROSION CONTROL PLAN	06/11/2025	
C17.10	EROSION CONTROL PLAN	06/11/2025	
C17.11	EROSION CONTROL PLAN	06/11/2025	
C17.12	EROSION CONTROL DETAILS	06/11/2025	
C18.01	CONSTRUCTION DETAILS	06/11/2025	
C18.02	CONSTRUCTION DETAILS	06/11/2025	
C18.03	CONSTRUCTION DETAILS	06/11/2025	
C18.04	CONSTRUCTION DETAILS	06/11/2025	
C18.05	CONSTRUCTION DETAILS	06/11/2025	

STATE OF TEXAS
JOHN HALE
145933
LICENSED PROFESSIONAL ENGINEER
06/11/2025

JUNE 2025

ENGINEER
Kimley»Horn
6160 WARREN PARKWAY
SUITE 210
FRISCO, TEXAS 75034
PH. (972) 335-3580
CONTACT: JOHN HALE, P.E.

STATE OF TEXAS
REGISTRATION NO. F-928

Plotted By:Browning, Mason Sheet Set:Walmart #XXXX Layout:Layout1 June 11, 2025 08:33:29am K:\Fri_civil\063248015 - baker tract offsite sewer\CAD\plansheets\C- Cover.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

KH GENERAL NOTES

OVERALL:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE PLANS, CITY (OR TOWN) STANDARD DETAILS AND SPECIFICATIONS, THE FINAL GEOTECHNICAL REPORT AND ALL ISSUED ADDENDA, AND COMMONLY ACCEPTED CONSTRUCTION STANDARDS. THE CITY SPECIFICATIONS SHALL GOVERN WHERE OTHER SPECIFICATIONS DO NOT EXIST. IN CASE OF CONFLICTING SPECIFICATIONS OR DETAILS, THE MORE RESTRICTIVE SPECIFICATION AND DETAIL SHALL BE FOLLOWED.
2. THE CONTRACTOR SHALL COMPLY WITH CITY (OR TOWN) "GENERAL NOTES" FOR CONSTRUCTION, IF EXISTING AND REQUIRED BY THE CITY. FOR INSTANCES WHERE THEY CONFLICT WITH THESE KH GENERAL NOTES, THEN THE MORE RESTRICTIVE SHALL APPLY.
3. THE CONTRACTOR SHALL FURNISH ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE AUTHORITIES' SPECIFICATIONS AND REQUIREMENTS.
4. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO DETERMINE EXISTING CONDITIONS.
5. THE EXISTING CONDITIONS SHOWN ON THESE PLANS WERE PROVIDED BY THE TOPOGRAPHIC SURVEY PREPARED BY THE PROJECT SURVEYOR, AND ARE BASED ON THE BENCHMARK SHOWN. THE CONTRACTOR SHALL REFERENCE THESE BENCHMARKS.
6. THE CONTRACTOR SHALL REVIEW AND VERIFY THE EXISTING TOPOGRAPHIC SURVEY SHOWN ON THE PLANS REPRESENTS EXISTING FIELD CONDITIONS PRIOR TO CONSTRUCTION, AND SHALL REPORT ANY DISCREPANCIES FOUND TO THE OWNER AND ENGINEER IMMEDIATELY.
7. IF THE CONTRACTOR DOES NOT ACCEPT THE EXISTING TOPOGRAPHIC SURVEY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY AT THEIR OWN EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED PROFESSIONAL LAND SURVEYOR TO THE OWNER AND ENGINEER FOR REVIEW.
8. CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SURVEYING AND STAKING.
9. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL CONTROL, INCLUDING BENCHMARKS PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS. PROPERTY LINES AND CORNERS SHALL BE HELD AS THE HORIZONTAL CONTROL.
10. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS, ELEVATIONS, AND FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ARCHITECT, ENGINEER, AND IF APPLICABLE THE CITY AND OWNER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE CITY, ENGINEER, AND OWNER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
11. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. OWNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK TO HAVE THEM LOCATE THEIR EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.
13. CONTRACTOR SHALL CALL TEXAS 811 AN ADEQUATE AMOUNT OF TIME PRIOR TO COMMENCING CONSTRUCTION OR ANY EXCAVATION.
14. CONTRACTOR SHALL USE EXTREME CAUTION AS THE SITE CONTAINS VARIOUS KNOWN AND UNKNOWN PUBLIC AND PRIVATE UTILITIES.
15. THE LOCATIONS, ELEVATIONS, DEPTH, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE UTILITY COMPANY MAPS AND PRINTS. CONTRACTORS SOLE RESPONSIBILITY TO COMPLY WITH THESE CONTRACTORS' RESPONSIBILITY TO VERIFY THE PRESENCE, LOCATION, ELEVATION, DEPTH, AND DIMENSION OF EXISTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE ENGINEER SHALL BE NOTIFIED WHEN A PROPOSED IMPROVEMENT CONFLICTS WITH AN EXISTING UTILITY.
16. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY ADJUSTMENTS AND RELOCATIONS OF EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, ADJUSTING EXISTING MANHOLES TO MATCH PROPOSED GRADE, RELOCATING EXISTING POLES AND GUY WIRES THAT ARE LOCATED IN PROPOSED DRIVEWAYS, ADJUSTING THE HORIZONTAL OR VERTICAL ALIGNMENT OF EXISTING UNDERGROUND UTILITIES TO CLEARLY AVOID PROPOSED GRADE OR CROSSING WITH A PROPOSED UTILITY, AND ANY OTHERS THAT MAY BE ENCOUNTERED THAT ARE UNKNOWN AT THIS TIME AND NOT SHOWN ON THESE PLANS.
17. CONTRACTOR SHALL ARRANGE FOR OR PROVIDE, AT ITS EXPENSE, ALL GAS, TELECOMMUNICATIONS, CABLE, OVERHEAD AND UNDERGROUND POWER LINE, AND UTILITY POLE ADJUSTMENTS NEEDED.
18. CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION OF FRANCHISE UTILITIES THAT ARE NECESSARY FOR ON-SITE AND OFF-SITE CONSTRUCTION, AND SERVICE TO THE PROPOSED DEVELOPMENT.
19. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGES DUE TO THE CONTRACTORS' FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF UTILITIES OR STRUCTURES. IF IT IS NECESSARY TO DAMAGE OR DESTROY, OR REMOVING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED BY THE CONTRACTOR AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
20. BRACING OF UTILITY POLES MAY BE REQUIRED BY THE UTILITY COMPANIES WHEN TRENCHING OR EXCAVATING IN CLOSE PROXIMITY TO THE POLES. THE COST OF BRACING POLES WILL BE BORNE BY THE CONTRACTOR, WITH NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE PAY ITEM.
21. CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND POWER LINES. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, FEDERAL AND UTILITY OWNER REGULATIONS PERTAINING TO WORK SETBACKS FROM POWER LINES.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS, APPROVALS, AND BONDS PRIOR TO CONSTRUCTION.
23. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, GEOTECHNICAL REPORT AND ADDENDA, PROJECT AND CITY SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL SWPPP AND INSPECTION REPORTS ON THE SITE.
24. ALL SHOP DRAWINGS AND OTHER DOCUMENTS THAT REQUIRE ENGINEER REVIEW SHALL BE SUBMITTED BY THE CONTRACTOR SUFFICIENTLY IN ADVANCE OF CONSTRUCTION OF THAT ITEM, SO THAT NO LESS THAN 10 BUSINESS DAYS FOR REVIEW AND RESPONSE IS AVAILABLE.
25. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES, AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO USE OF THE FACILITY AND THE FINAL CONNECTION OF SERVICES.
26. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
27. CONTRACTOR'S BID PRICE SHALL INCLUDE ALL INSPECTION FEES.
28. ALL SYMBOLS SHOWN ON THESE PLANS (E.G. FIRE HYDRANT, METERS, VALVES, INLETS, ETC…) ARE FOR PRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE. CONTRACTOR SHALL COORDINATE FINAL SIZES AND LOCATIONS WITH APPROPRIATE CITY INSPECTOR.
29. THE SCOPE OF WORK FOR THE CIVIL IMPROVEMENTS SHOWN ON THESE PLANS TERMINATES 5-FEET FROM THE BUILDING. REFERENCE THE BUILDING PLANS (E.G. ARCHITECTURAL, STRUCTURAL, MEP) FOR AREAS WITHIN 5-FEET OF THE BUILDING AND WITHIN THE BUILDING FOOTPRINT.
30. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ALL FINAL BUILDING DIMENSIONS.
31. THE PROPOSED BUILDING FOOTPRINT(S) SHOWN IN THESE PLANS WAS PROVIDED TO KIMLEY-HORN AND ASSOCIATES, INC. (KH) BY THE PROJECT ARCHITECT AT THE TIME THESE PLANS WERE PREPARED. IT MAY NOT BE THE FINAL CORRECT VERSION BECAUSE THE BUILDING DESIGN WAS ONGOING. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFIRMING THE FINAL CORRECT VERSION OF THE BUILDING FOOTPRINT WITH THE ARCHITECT AND STRUCTURAL ENGINEER PRIOR TO LAYOUT. DIMENSIONS AND/OR COORDINATES SHOWN ON THESE PLANS WERE BASED ON THE ABOVE STATED ARCHITECTURAL FOOTPRINT, AND ARE THEREFORE A PRELIMINARY LOCATION OF THE BUILDING. THE CONTRACTOR IS SOLELY RESPONSIBLE TO VERIFY WHAT PART OF THE BUILDING THE ARCHITECT'S FOOTPRINT REPRESENTS (E.G. SLAB, OUTSIDE WALL, MASONRY LEDGE, ETC…) AND TO CONFIRM ITS FINAL POSITION ON THE SITE BASED ON THE FINAL ARCHITECTURAL FOOTPRINT, CIVIL DIMENSION CONTROL PLAN, SURVEY BOUNDARY AND/OR PLAT. ANY DIFFERENCES FOUND SHALL BE REPORTED TO KH IMMEDIATELY.
32. ALL CONSTRUCTION SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING SUBSEQUENT ADDENDA.
33. CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS TESTING AND CERTIFICATION, UNLESS SPECIFIED OTHERWISE BY OWNER. ALL MATERIALS TESTING SHALL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR AND COMPLY WITH CITY STANDARD SPECIFICATIONS AND GEOTECHNICAL REPORT. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING MATERIALS. OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR MATERIALS TESTING.
34. ALL COPIES OF MATERIALS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY.
35. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE MATERIALS, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.
36. DUE TO THE POTENTIAL FOR DIFFERENTIAL SOIL MOVEMENT ADJACENT TO THE BUILDING, THE CONTRACTOR SHALL ADHERE TO GEOTECHNICAL REPORT'S RECOMMENDATION FOR SUBGRADE PREPARATION SPECIFIC TO FLATWORK ADJACENT TO THE PROPOSED BUILDING. THE OWNER AND CONTRACTOR ARE ADVISED TO OBTAIN A GEOTECHNICAL ENGINEER RECOMMENDATION SPECIFIC TO FLATWORK ADJACENT TO THE BUILDING, IF NONE IS CURRENTLY EXISTING.
37. ALL CONTRACTORS MUST CONFINE THEIR ACTIVITIES TO THE WORK AREA. NO ENCROACHMENTS OUTSIDE OF THE WORK AREA WILL BE ALLOWED, AND ANY DAMAGE RESULTING THEREFROM SHALL BE CONTRACTORS SOLE RESPONSIBILITY TO REPAIR.
38. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, UTILITIES, MANHOLES, POLES, GUY WIRES, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, COMMUNICATION BOXES/PEDESTALS, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES AT NO COST TO THE OWNER.
39. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY OR PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCES, WALLS, SIGNS, PAVEMENT, CURBS, UTILITIES, SIDEWALKS, GRASS, TREES, LANDSCAPING, AND IRRIGATION SYSTEMS, ETC… TO ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER.
40. ALL AREAS IN EXISTING RIGHT-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REPAIRED TO ORIGINAL CONDITION OR BETTER, INCLUDING AS NECESSARY GRADING, LANDSCAPING, CULVERTS, AND PAVEMENT.
41. THE CONTRACTOR SHALL SALVAGE ALL EXISTING POWER POLES, SIGNS, WATER VALVES, FIRE HYDRANTS, METERS, ETC… THAT ARE TO BE RELOCATED DURING CONSTRUCTION.
42. CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION, INCLUDING MAINTAINING EXISTING DITCHES OR CULVERTS FREE OF OBSTRUCTIONS AT ALL TIMES.
43. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, TO THE CITY PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND FEDERAL REQUIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO OPEN TRENCHES SHALL BE ALLOWED OVERNIGHT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY.
44. THE CONTRACTOR SHALL KEEP TRENCHES FREE FROM WATER.
45. SITE SAFETY IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
46. THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE ENGINEER'S SEAL HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF ALL REQUIRED SAFETY PROCEDURES AND PROGRAMS.
47. SIGNS RELATED TO SITE OPERATION OR SAFETY ARE NOT INCLUDED IN THESE PLANS.
48. CONTRACTOR OFFICE AND STAGING AREA SHALL BE AGREED ON BY THE OWNER AND CONTRACTOR PRIOR TO BEGINNING OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITTING REQUIREMENTS FOR THE CONSTRUCTION OFFICE, TRAILER, STORAGE, AND STAGING OPERATIONS AND LOCATIONS.
49. LIGHT POLES, SIGNS, AND OTHER OBSTRUCTIONS SHALL NOT BE PLACED IN ACCESSIBLE ROUTES.
50. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
51. TOP RIM ELEVATIONS OF ALL EXISTING AND PROPOSED MANHOLES SHALL BE COORDINATED WITH TOP OF PAVEMENT OR FINISHED GRADE AND SHALL BE ADJUSTED TO BE FLUSH WITH THE ACTUAL FINISHED GRADE AT THE TIME OF PAVING.
52. CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED VALVES, FIRE HYDRANTS, AND OTHER UTILITY APPURTENANCES TO MATCH ACTUAL FINISHED GRADES AT THE TIME OF PAVING.
53. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SEQUENCING AND PHASING, AND SHALL CONTACT THE APPROPRIATE CITY OFFICIALS, INCLUDING DISTRICT ENGINEERING INSPECTOR, AND CITY TRAFFIC ENGINEER TO LEARN OF ANY REQUIREMENTS.
54. CONTRACTOR IS RESPONSIBLE FOR PREPARATION, SUBMITTAL, AND APPROVAL BY THE CITY OF A TRAFFIC CONTROL PLAN PRIOR TO THE START OF CONSTRUCTION, AND THEN THE IMPLEMENTATION OF THE PLAN.
55. CONTRACTOR SHALL KEEP A NEAT AND ACCURATE RECORD OF CONSTRUCTION, INCLUDING ANY DEVIATIONS OR VARIANCES FROM THE PLANS.
56. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT PLANS TO THE ENGINEER AND CITY IDENTIFYING ALL DEVIATIONS AND VARIATIONS FROM THESE PLANS MADE DURING CONSTRUCTION.

EROSION CONTROL:

1. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL EROSION CONTROL AND WATER QUALITY REQUIREMENTS, LAWS, AND ORDINANCES THAT APPLY TO THE CONSTRUCTION SITE LAND DISTURBANCE.
2. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE "TCEQ GENERAL PERMIT TO DISCHARGE UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM TXR 150000".
3. EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE.
4. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT.
5. CONTRACTOR IS SOLELY RESPONSIBLE FOR INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL EROSION CONTROL DEVICES, BEST MANAGEMENT PRACTICES (BMPS), AND FOR UPDATING THE EROSION CONTROL PLAN DURING CONSTRUCTION AS FIELD CONDITIONS CHANGE.
6. CONTRACTOR SHALL DOCUMENT THE DATES OF INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL FOR EACH BMP EMPLOYED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF APPLICABLE.
7. AS STORM SEWER INLETS ARE INSTALLED ON-SITE, TEMPORARY EROSION CONTROL DEVICES SHALL BE INSTALLED AT EACH INLET PER APPROVED DETAILS.
8. THE EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL THE AREA IT PROTECTS HAS BEEN PERMANENTLY STABILIZED.
9. CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL DEVICES NEEDED DUE TO PROJECT PHASING.
10. CONTRACTOR SHALL OBSERVE THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES AND MAKE FIELD ADJUSTMENTS AND MODIFICATIONS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE SITE. IF THE EROSION CONTROL DEVICES DO NOT EFFECTIVELY CONTROL EROSION AND PREVENT SEDIMENTATION FROM WASHING OFF THE SITE, THEN THE CONTRACTOR SHALL NOTIFY THE ENGINEER.
11. OFF-SITE SOIL BORROW, SPOIL, AND STORAGE AREAS (IF APPLICABLE) ARE CONSIDERED AS PART OF THE PROJECT SITE AND MUST ALSO COMPLY WITH THE EROSION CONTROL REQUIREMENTS FOR THIS PROJECT. THIS INCLUDES THE INSTALLATION OF BMP'S TO CONTROL EROSION AND SEDIMENTATION AND THE ESTABLISHMENT OF PERMANENT GROUND COVER ON DISTURBED AREAS PRIOR TO FINAL APPROVAL OF THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE SWPPP AND EROSION CONTROL PLAN TO INCLUDE BMPS FOR ANY OFF-SITE THAT ARE NOT ANTICIPATED OR SHOWN ON THE EROSION CONTROL PLAN.
12. ALL STAGING, STOCKPILES, SPOIL, AND STORAGE SHALL BE LOCATED SUCH THAT THEY WILL NOT ADVERSELY AFFECT STORM WATER QUALITY. PROTECTIVE MEASURES SHALL BE PROVIDED IF NEEDED TO ACCOMPLISH THIS REQUIREMENT, SUCH AS COVERING OR ENCIRCLING THE AREA WITH AN APPROPRIATE BARRIER.
13. CONTRACTOR SHALL INSPECT ALL EROSION CONTROL DEVICES, BMPS, DISTURBED AREAS, AND VEHICLE ENTRY AND EXIT AREAS WEEKLY AND WITHIN 24 HOURS OF ALL RAINFALL EVENTS OF 0.5 INCHES OR GREATER, AND KEEP A RECORD OF THIS INSPECTION IN THE SWPPP BOOKLET IF APPLICABLE, TO VERIFY THAT THE DEVICES AND EROSION CONTROL PLAN ARE FUNCTIONING PROPERLY.
14. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS IN ACCORDANCE WITH CITY SPECIFICATIONS. CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION TRAFFIC USES THE STABILIZED ENTRANCE AT ALL TIMES FOR ALL INGRESS/EGRESS.
15. SITE ENTRY AND EXITS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING AND FLOWING OF SEDIMENT AND DIRT ONTO OFF-SITE ROADWAYS. ALL SEDIMENT AND DIRT FROM THE SITE THAT IS DEPOSITED ONTO AN OFF-SITE ROADWAY SHALL BE REMOVED IMMEDIATELY
16. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS FROM THE AFFECTED OFF-SITE ROADWAYS THAT ARE A RESULT OF THE CONSTRUCTION, AS REQUESTED BY OWNER AND CITY. AT A MINIMUM, THIS SHOULD OCCUR ONCE PER DAY FOR THE OFF-SITE ROADWAYS.
17. WHEN WASHING OF VEHICLES IS REQUIRED TO REMOVE SEDIMENT PRIOR TO EXITING THE SITE, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP BMP.
18. CONTRACTOR SHALL INSTALL A TEMPORARY SEDIMENT BASIN FOR ANY ON-SITE DRAINAGE AREAS THAT ARE GREATER THAN 10 ACRES, PER TCEQ AND CITY STANDARDS. IF NO ENGINEERING DESIGN HAS BEEN PROVIDED FOR A SEDIMENTATION BASIN ON THESE PLANS, THEN THE CONTRACTOR SHALL PROVIDE A DESIGN FOR AN APPROPRIATE DESIGN FOR REVIEW.
19. ALL FINES IMPOSED FOR SEDIMENT OR DIRT DISCHARGED FROM THE SITE SHALL BE PAID BY THE RESPONSIBLE CONTRACTOR.
20. WHEN SEDIMENT OR DIRT HAS CLOGGED THE CONSTRUCTION ENTRANCE VOID SPACES BETWEEN STONES OR DIRT IS BEING TRACKED ONTO A ROADWAY, THE ENTRANCE PAD MUST BE TOPDRESSED WITH NEW STONE AS NEEDED OR REPLACED. RUNOFF FROM THE WASH-DOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL SEDIMENTATION. PERIODIC RE-GRADING OR NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFECTIVENESS OF THE CONSTRUCTION ENTRANCE.
21. TEMPORARY SEDIMENT TRAP STABILIZATION SHALL BE INITIATED WITHIN 14 DAYS OF THE LAST DISTURBANCE OF ANY AREA, UNLESS ADDITIONAL CONSTRUCTION IN THE AREA IS EXPECTED WITHIN 21 DAYS OF THE LAST DISTURBANCE.
22. CONTRACTOR SHALL FOLLOW GOOD HOUSEKEEPING PRACTICES DURING CONSTRUCTION, ALWAYS CLEANING UP DIRT, LOOSE MATERIAL, AND TRASH AS CONSTRUCTION PROGRESSES.
23. UPON COMPLETION OF FINE GRADING, ALL SURFACES OF DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED. STABILIZATION IS ACHIEVED WHEN THE AREA IS EITHER COVERED BY PERMANENT IMPERVIOUS STRUCTURES, SUCH AS BUILDINGS, SIDEWALK, PAVEMENT, OR A UNIFORM PERENNIAL VEGETATIVE COVER.
24. AT THE CONCLUSION OF THE PROJECT, ALL INLETS, DRAIN PIPE, CHANNELS, DRAINAGEWAYS AND BORROW DITCHES AFFECTED BY THE CONSTRUCTION SHALL BE DREDGED, AND THE SEDIMENT GENERATED BY THE PROJECT SHALL BE REMOVED AND DISPOSED IN ACCORDANCE WITH APPLICABLE REGULATIONS.

STORM WATER DISCHARGE AUTHORIZATION:

1. CONTRACTOR SHALL COMPLY WITH ALL TCEQ AND EPA STORM WATER POLLUTION PREVENTION REQUIREMENTS.
2. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE TCEQ GENERAL PERMIT TO DISCHARGE UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM TXR 150000.
3. THE CONTRACTOR SHALL ENSURE THAT ALL PRIMARY OPERATORS SUBMIT A NOI TO TCEQ AT LEAST SEVEN DAYS PRIOR TO COMMENCING CONSTRUCTION (IF APPLICABLE), OR IF UTILIZING ELECTRONIC SUBMITTAL PRIOR TO COMMENCING CONSTRUCTION. ALL PRIMARY OPERATORS SHALL PROVIDE A COPY OF THE SIGNED NOI TO THE OPERATOR OF ANY MS4 (TYPICALLY THE CITY) RECEIVING DISCHARGE FROM THE SITE.
4. CONTRACTOR IS RESPONSIBLE FOR THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF APPLICABLE, INCLUDING POSTING SITE NOTICE, INSPECTIONS, DOCUMENTATION, AND SUBMISSION OF ANY INFORMATION REQUIRED BY THE TCEQ AND EPA (E.G. NOI).
5. ALL CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES RELATED TO THE SWPPP SHALL SIGN THE REQUIRED CONTRACTOR CERTIFICATION STATEMENT ACKNOWLEDGING THEIR RESPONSIBILITIES AS SPECIFIED IN THE SWPPP.
6. A COPY OF THE SWPPP, INCLUDING NOI, SITE NOTICE, CONTRACTOR CERTIFICATIONS, AND ANY REVISIONS, SHALL BE SUBMITTED TO THE CITY BY THE RESPONSIBLE CONTRACTOR AND SUBCONTRACTOR PRIOR TO TRANSFER OF OPERATIONAL CONTROL HAS OCCURRED.
7. A NOTICE OF TERMINATION (NOT) SHALL BE SUBMITTED TO TCEQ BY ANY PRIMARY OPERATOR WITHIN 30 DAYS AFTER ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND A UNIFORM VEGETATIVE COVER HAS BEEN ESTABLISHED ON ALL UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES, OR AFTER TRANSFER OF OPERATIONAL CONTROL HAS OCCURRED, OR THE OPERATOR HAS OBTAINED ALTERNATIVE AUTHORIZATION UNDER A DIFFERENT PERMIT. A COPY OF THE NOT SHALL BE PROVIDED TO THE OPERATOR OF ANY MS4 RECEIVING DISCHARGE FROM THE SITE.

DEMOLITION:

1. KH IS NOT RESPONSIBLE FOR THE MEANS AND METHODS EMPLOYED BY THE CONTRACTOR TO IMPLEMENT THIS DEMOLITION PLAN. THIS PRELIMINARY DEMOLITION PLAN SIMPLY INDICATES THE KNOWN OBJECTS ON THE SUBJECT TRACT THAT ARE TO BE DEMOLISHED AND REMOVED FROM THE SITE.
2. KH DOES NOT WARRANT OR REPRESENT THAT THE PLAN, WHICH WAS PREPARED BASED ON SURVEY AND UTILITY INFORMATION PROVIDED BY OTHERS, SHOWS ALL IMPROVEMENTS AND UTILITIES, THAT THE IMPROVEMENTS AND UTILITIES ARE SHOWN ACCURATELY, OR THAT THE UTILITIES SHOWN ARE THE ONLY ONES THAT WILL BE REMOVED. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ITS OWN SITE RECONNAISSANCE TO SCOPE ITS WORK AND TO CONFIRM WITH THE OWNERS OF IMPROVEMENTS AND UTILITIES THE ABILITY AND PROCESS FOR THE REMOVAL OF THEIR FACILITIES.
3. THIS PLAN IS INTENDED TO GIVE A GENERAL GUIDE TO THE CONTRACTOR, NOTHING MORE. THE GOAL OF THE DEMOLITION IS TO LEAVE THE SITE IN A STATE SUITABLE FOR THE CONSTRUCTION OF THE PROPOSED DEVELOPMENT. REMOVAL OR PRESERVATION OF IMPROVEMENTS, UTILITIES, ETC. TO ACCOMPLISH THIS GOAL ARE THE RESPONSIBILITY OF THE CONTRACTOR.
4. CONTRACTOR SHALL STRONGLY CONSIDER TO REVIEW THE FOLLOWING REPORTS DESCRIBING SITE CONDITIONS PRIOR TO BIDDING AND IMPLEMENTING THE DEMOLITION PLAN:
   a. ENVIRONMENTAL SITE ASSESSMENT PROVIDED BY THE OWNER,
   b. ASBESTOS BUILDING INSPECTION REPORT(S) PROVIDED BY THE OWNER,
   c. GEOTECHNICAL REPORT PROVIDED BY THE OWNER.
   d. OTHER REPORTS THAT ARE APPLICABLE AND AVAILABLE.
5. CONTRACTOR SHALL REVIEW ALL AVAILABLE REPORTS TO VERIFY WHETHER ADDITIONAL REPORTS OR AMENDMENTS TO THE ABOVE CITED REPORTS HAVE BEEN PREPARED AND TO OBTAIN/REVIEW/AND COMPLY WITH THE RECOMMENDATION OF SUCH STUDIES PRIOR TO STARTING ANY WORK ON THE SITE.
6. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS REGARDING THE DEMOLITION OF OBJECTS ON THE SITE AND THE DISPOSAL OF THE DEMOLISHED MATERIALS OFF-SITE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO REVIEW THE SITE, DETERMINE THE APPLICABLE REGULATIONS, RECEIVE THE REQUIRED PERMITS AND AUTHORIZATIONS, AND COMPLY.
7. KH DOES NOT REPRESENT THAT THE REPORTS AND SURVEYS REFERENCED ABOVE ARE ACCURATE, COMPLETE, OR COMPREHENSIVE SHOWING ALL ITEMS THAT WILL NEED TO BE DEMOLISHED AND REMOVED.
8. SURFACE AND PAVEMENT INDICATED AND OVERLAY OTHER HIDDEN STRUCTURES, SUCH AS ADDITIONAL LAYERS OF PAVEMENT, FOUNDATIONS OR WALLS, THAT ARE ALSO TO BE REMOVED.

GRADING:

1. THE CONTRACTOR AND GRADING SUBCONTRACTOR SHALL VERIFY THE SUITABILITY OF EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE START OF CONSTRUCTION. THE CIVIL ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
2. CONTRACTOR SHALL OBTAIN ANY REQUIRED GRADING PERMITS FROM THE CITY.
3. UNLESS OTHERWISE NOTED, PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN IN PAVED AREA REFLECT TOP OF PAVEMENT SURFACE. I

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PROJECT NOTES:

GENERAL CONSTRUCTION NOTES:

1. GOVERNING SPECIFICATIONS REGARDING CONSTRUCTION AND MATERIALS FOR THIS PROJECT ARE CONTAINED WITHIN THE PROJECT MANUAL.
2. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE FAMILIAR WITH THE PLANS, ALL NOTES, AND THE SPECIFICATIONS CONTAINED WITHIN THE BID DOCUMENTS. FAILURE ON THE PART OF THE CONTRACTOR TO BE FAMILIAR WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THIS WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY OF PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE OWNER'S REPRESENTATIVE OF ANY OMISSIONS, DISCREPANCIES, OR DIMENSIONAL ERRORS PRIOR TO BEGINNING OR FABRICATING ANY WORK, OTHERWISE THE CORRECTIONS (AND ASSOCIATED COST) WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE LOCATION OF ALL UNDERGROUND PIPING, FRANCHISE UTILITIES AND OTHER UNDERGROUND STRUCTURES AND UTILITIES ARE BASED ON ORIGINAL CONSTRUCTION PLANS AND LIMITED FIELD SURVEY. THE CITY OF DENTON ASSUMES NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE FACILITIES OR TO SHOW THEM IN THEIR EXACT LOCATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL AFFECTED UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THE PLANS, TO VERIFY THE MATERIALS, LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OR PURCHASE OF MATERIAL AND TO PROVIDE ALL NECESSARY PIPE, FITTINGS AND APPURTENANCES TO MAKE ALL CONNECTIONS AS SHOWN IN THESE PLANS. SUCH VERIFICATION SHALL BE CONSIDERED SUBSIDIARY TO THE COST OF THE PROJECT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
5. THE CONTRACTOR SHALL SAWCUT EXISTING CURB AND GUTTER, PAVEMENT, DRIVEWAYS, ALLEYS AND SIDEWALKS AT AREAS WHERE PAVEMENT OR CONCRETE IS TO BE REMOVED. SAWCUTS WILL BE CONSIDERED SUBSIDIARY TO THE PRICE BID FOR THE RESPECTIVE ITEM.
6. THE CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE (WITH PRIOR APPROVAL OF AFFECTED PROPERTY OWNER) ANY TREES, SHRUBS, HEDGES, GUARDRAILS, FENCES, RETAINING WALLS, LANDSCAPING, BUILDINGS, WALKS, MAILBOXES, SPRINKLERS, ETC. IN OR NEAR PROPOSED CONSTRUCTION AREA WHICH ARE NOT SPECIFICALLY DESIGNATED ON THE PLANS FOR REMOVAL AND/ OR REPLACEMENT. USE ORANGE CONSTRUCTION FENCE TO PROTECT TREES/SHRUBS TO REMAIN IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. THE CONTRACTOR SHALL MAKE NECESSARY PROVISION FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, ELECTRIC CABLES, DRAINAGE PIPES, UTILITY SERVICES, ALL OTHER UTILITIES, AND THE STRUCTURES BOTH ABOVE AND BELOW GROUND DURING CONSTRUCTION. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF THE CONTRACTOR'S OPERATIONS.
8. NO TREES MAY BE REMOVED OUTSIDE THE PERMANENT EASEMENT WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE. THE CONTRACT AMOUNT WILL BE REDUCED BY $5,000 FOR EACH TREE WHICH IS REMOVED WHERE NOT AUTHORIZED.
9. THE PROPOSED IMPROVEMENTS AT TIMES WILL BE CONSTRUCTED CLOSE TO OTHER EXISTING UTILITIES AND STRUCTURES BOTH ABOVE AND BELOW GROUND. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, WATER LINES, TV CABLES, DRAINAGE PIPES, UTILITY SERVICES, AND ALL OTHER UTILITIES AND STRUCTURES BOTH ABOVE AND BELOW GROUND DURING CONSTRUCTION. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF THE CONTRACTOR'S OPERATIONS.
10. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL, AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST IF THE CITY SO DIRECTS.
11. THE CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER TO VERIFY CONDITION OF EXISTING IRRIGATION STRUCTURES. ALL IRRIGATION STRUCTURES AFFECTED BY CONSTRUCTION WILL BE REPAIRED TO A CONDITION AS GOOD OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION WITH NO SEPARATE PAY ITEM.
12. ALL IMPROVEMENTS NOT SCHEDULED FOR REPLACEMENT DURING CONSTRUCTION WHICH ARE DAMAGED OR DESTROYED BY THE CONTRACTOR SHALL BE RESTORED TO EQUAL OR BETTER CONDITION BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY OF DENTON OR THE AFFECTED PROPERTY OWNER.
13. THE CONTRACTOR SHALL RESTORE ALL UNPAVED VEGETATED AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. UNPAVED AREAS SHALL BE RESTORED WITH A SEASONALLY APPROPRIATE SEED MIX. IN AREAS WHERE SEEDING FAILS TO REESTABLISH VEGETATION, SOLID SOD SHALL BE USED. CONTRACTOR IS EXPECTED TO MINIMIZE SOD REPLACEMENT BY LIMITING IMPACT TO EXISTING SODDED AREA.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
15. CONSTRUCTION STAKING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE CONSIDERED SUBSIDIARY TO THE BASE BID FOR THE PROJECT.
16. THE CONTRACTOR SHALL PRESERVE AND PROTECT OR REMOVE AND REPLACE ALL EXISTING ROADSIDE SIGNS IN OR NEAR THE PROPOSED CONSTRUCTION AREA WHICH ARE NOT SPECIFICALLY DESIGNATED ON THE PLANS FOR REMOVAL AND/OR REPLACEMENT. THIS WORK WILL BE CONSIDERED INCIDENTAL AND NOT A SEPARATE PAY ITEM.
17. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL CONCRETE CURB AND GUTTER IN OR NEAR THE PROPOSED CONSTRUCTION AREA WHICH ARE NOT SPECIFICALLY DESIGNATED ON THE PLANS FOR REMOVAL AND/OR REPLACEMENT.
18. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING SIDEWALK APPROACHES IN OR NEAR THE PROPOSED CONSTRUCTION AREA WHICH ARE NOT SPECIFICALLY DESIGNATED ON THE PLANS FOR REMOVAL AND/OR REPLACEMENT.
19. PREPARING ROW/REMOVAL OF EXISTING ITEMS TO BE DONE ONLY IN AREAS WHERE WORK IS OCCURRING.
20. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL PROVIDE AS-BUILT PLANS IDENTIFYING ALL DEVIATIONS OR VARIATIONS OF ORIGINAL PLANS. THIS WORK WILL BE CONSIDERED INCIDENTAL AND NOT A SEPARATE PAY ITEM.
21. THE CONTRACTOR IS TO ENSURE THAT ALL CONSTRUCTION ACTIVITY IS CONTAINED WITHIN THE LIMITS OF CONSTRUCTION SHOWN ON THE PLANS.
22. THE CONTRACTOR'S PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.
23. THE CITY HAS ACQUIRED PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN ON THE DRAWINGS. THE CONTRACTOR MAY ACQUIRE ADDITIONAL TEMPORARY CONSTRUCTION EASEMENTS AT HIS OWN COST, IF HE SO CHOOSES. IF THE CONTRACTOR ACQUIRES ADDITIONAL TEMPORARY EASEMENTS, HE SHALL PROVIDE COPIES OF THE WRITTEN AGREEMENTS TO THE CITY. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF THE USE OF ADDITIONAL TEMPORARY EASEMENTS OR WORK CONDUCTED ON PRIVATE PROPERTY AND/OR OUTSIDE THE PROJECTS EXTENTS.
24. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE TERMS AND CONDITIONS SET FORTH IN TEMPORARY CONSTRUCTION EASEMENTS. UNLESS GRANTED BY THE PROPERTY OWNER, INGRESS AND EGRESS TO THE WORK SITE SHALL BE ONLY THROUGH THE TEMPORARY CONSTRUCTION EASEMENTS, EXISTING UTILITY EASEMENTS OR R.O.W. IN THE AREAS WHERE NO CONSTRUCTION EASEMENTS ARE AVAILABLE, CONTRACTOR SHALL LIMIT ACTIVITIES TO WITHIN THE EXISTING UTILITY EASEMENT OR ROW.
25. THE CONTRACTOR SHALL RECONSTRUCT IN PLACE AND WITH LIKE MATERIALS ANY DRIVES, ROADS, SIDEWALKS, IRRIGATION SYSTEMS, CULVERT PIPES, DRAINAGE DITCHES, FENCES, UTILITY SERVICES, OR OTHER FACILITIES WHICH ARE REMOVED OR DAMAGED DURING CONSTRUCTION. UTILITY SERVICES WHICH ARE CUT OR DAMAGED SHALL BE IMMEDIATELY REPAIRED.
26. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH RELOCATION OR TEMPORARY SUPPORT OF POWER POLES. THIS IS TRUE EVEN IF THE PLANS DO NOT SHOW THE POLES IN QUESTION.
27. EXCAVATION WITHIN 5 FEET OF AN EXISTING ELECTRIC POLE WILL REQUIRE POLE BRACING AND TRENCH SHORING. CONTACT DENTON MUNICIPAL ELECTRIC TO REQUEST POLE BRACING (940-349-7509). LEAD TIME FOR BRACING VARIES SO CONTRACTOR IS ADVISED TO CONTACT DME AT EARLIEST TIME POSSIBLE.
28. CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS OF TPDES GENERAL PERMIT NO. TXR150000 PART V.C AND PART VI WHICH GOVERN THE APPROPRIATE DISPOSAL PROCEDURES FOR CONCRETE TRUCK WASH OUT ON A CONSTRUCTION SITE.

UTILITY NOTES:

1. THE LOCATION OF ALL WATER, SANITARY SEWER, TELEPHONE, FIBER-OPTIC, GAS, ELECTRIC AND CABLE TELEVISION UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE AND HAVE BEEN DERIVED FROM PUBLIC RECORD DOCUMENTS BURIED UTILITY LINES AND INFRASTRUCTURE MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. ACCURATE LOCATIONS AND SIZES OF BURIED UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AFTER CONSULTATION WITH THE RESPECTIVE UTILITY OWNERS OR PROPERTY OWNERS.
2. THE CONTRACTOR SHALL VERIFY THAT NECESSARY CROSSING CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES EXIST PRIOR TO CONSTRUCTION OF ANY SUCH CROSSINGS.
3. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND AND OVERHEAD FACILITIES AND BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO THEM. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT MANAGER AT ONCE OF ANY CONFLICTS WITH PROPOSED CONSTRUCTION.
4. THE CONTRACTOR SHALL CONTACT 811 AND THE UTILITY COMPANIES, AS WELL AS ANY OTHER UTILITY COMPANY WITH UTILITY LINES ENCOUNTERED IN THE FIELD, WHETHER THE UTILITY LINES ARE SHOWN IN THE PLANS OR NOT, AT LEAST 48 HOURS PRIOR TO EXCAVATING.
5. THERE MAY HAVE BEEN UTILITY IMPROVEMENTS WITHIN THE PROJECT LIMITS AFTER SURVEY WAS COMPLETED. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE EXISTING UTILITY CONFLICTS NOT SHOWN ON THE PLANS.

EROSION CONTROL:

1. THE CONTRACTOR SHALL PREPARE, IMPLEMENT, AND MAINTAIN AN EROSION CONTROL PLAN AND THE ASSOCIATED EROSION CONTROL MEASURES IN ACCORDANCE WITH THE GUIDELINES CONTAINED IN THESE PLANS.
2. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE ALL AFFECTED AREAS TO ORIGINAL CONDITION.
3. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO THE PROJECT FREE OF MUD AND DEBRIS FROM THE CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY CLEAN STREETS AND CORRECT EROSION CONTROLS ON SITE TO PREVENT ADDITIONAL RELEASES OF MUD OR DELETERIOUS MATERIALS ONTO PUBLIC ROADWAYS OR PRIVATE PROPERTY.

HAULING EQUIPMENT:

1. THE USE OF RUBBER-TIRED EQUIPMENT WILL BE REQUIRED FOR MOVING DIRT OR OTHER MATERIALS ALONG OR ACROSS PAVED SURFACES. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS, ON OR ACROSS PAVEMENT, THEY SHALL PROTECT THE PAVEMENT FROM DAMAGE AS DIRECTED/APPROVED BY THE PROJECT MANAGER.
2. THROUGHOUT CONSTRUCTION OPERATIONS, THE CONTRACTOR WILL BE REQUIRED TO CONDUCT THEIR HAULING OPERATIONS IN A MANNER SUCH THAT VEHICLES WILL NOT HAUL OVER PREVIOUSLY RECOMPACTED SUBGRADE OR COMPACTED BASE MATERIAL EXCEPT IN SHORT SECTIONS FOR DUMPING MANIPULATIONS.

WATER AND SANITARY SEWER NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS IN WORKING ORDER AT ALL TIMES. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.
2. THE CONTRACTOR SHALL BE LIABLE FOR DAMAGES TO BUSINESSES, HOMES, OR BASEMENTS FROM BACKUP WHICH MAY RESULT DURING THE INSTALLATION OF NEW SEWER PIPE. THE CONTRACTOR WILL BE ALLOWED TO OPEN CLEAN OUTS WHERE AVAILABLE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL CLEAN-UP ASSOCIATED WITH OPENING CLEAN OUTS AND FOR REPLACEMENT OF REMOVED CAPS.
3. THE CONTRACTOR SHALL FURNISH AND INSTALL PIPE DETECTION TAPE IN ACCORDANCE CITY OF DENTON SPECIFICATION 33 05 97.
4. VERTICAL OR HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND WATERLINES AT CROSSINGS MUST ADHERE TO TCEQ GUIDELINES FOUND IN TAC 290 OR 217.
5. VERTICAL OR HORIZONTAL SEPARATION BETWEEN SANITARY SEWER OR WATER AND STORM DRAIN LINES MUST BE AT A MINIMUM OF 2' UNLESS SPECIFIED IN THE PLANS.
6. THE CONTRACTOR SHALL PREPARE AND PRESENT A PLAN TO THE CITY ON HOW TIE-INS BETWEEN EXISTING LATERALS AND THE NEW SANITARY SEWER SHALL BE COORDINATED. NO EXISTING LATERAL LINES WILL BE ALLOWED TO REMAIN UNCONNECTED TO THE COLLECTION SYSTEM OVERNIGHT. TEMPORARY TIE-IN WORK SHALL BE SUBSIDIARY TO THE COST OF PIPE INSTALLATION AND WILL NOT BE PAID FOR SEPARATELY.
7. THE CONTRACTOR SHALL PREPARE AND PRESENT A PLAN ON HOW TO SUPPORT WATER, STORM DRAIN OR OTHER LINES THAT SPAN THE CONSTRUCTION TRENCH PRIOR TO BEGINNING ANY WORK OF THE PROJECT.
8. SERVICE LINE LOCATIONS ARE APPROXIMATE. CONTRACTOR IS TO VERIFY ACTUAL LOCATION IN FIELD PRIOR TO INSTALLING NEW SERVICE LINES. NO PAYMENT SHALL BE MADE FOR REINSTALLATION OF SERVICE LINES DUE TO CONTRACTOR OVERSIGHT OF THIS NOTE.
9. EXISTING SERVICES MAY NOT MATCH TO SIZE OF NEW SERVICE LINES. CONTRACTOR SHALL SUPPLY CONNECTORS/ADAPTORS TO MAKE SERVICE SIZE TRANSITIONS AT NO ADDITIONAL COST.
10. EXISTING IN-SERVICE MANHOLES ARE TO BE PROTECTED DURING CONSTRUCTION. ANY DAMAGE TO IN-SERVICE MANHOLES CAUSED BY THE CONTRACTOR SHALL BE REMEDIED BY THE CONTRACTOR AT NO COST TO THE CITY.
11. MAXIMUM ALLOWABLE JOINT DEFLECTION IS 1° FOR WATER PIPE.
12. EXISTING AND PROPOSED WATER, SEWER, OR STORM DRAINAGE APPURTENANCES (I.E, VALVE STACKS, MANHOLE FRAMES, ETC.) LOCATED IN PROPOSED STREET RECONSTRUCTION ZONES SHALL BE ADJUSTED TO MATCH THE GRADE OF STREET. THESE ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL WORK AND NOT PAID FOR SEPARATELY.

TRAFFIC CONTROL AND SAFETY:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
2. THE CONTRACTOR WILL PROVIDE, CONSTRUCT, AND MAINTAIN BARRICADES AND SIGNS IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
3. THE CONTRACTOR SHALL KEEP THE ROADWAY CLEAN AND FREE OF DIRT OR OTHER MATERIALS. THE PROJECT MANAGER HAS THE RIGHT TO HALT CONSTRUCTION ACTIVITY UNTIL THE ROADWAY IS CLEANED TO THE SATISFACTION OF THE PROJECT MANAGER.
4. TRAFFIC MUST BE HANDLED THROUGHOUT THE PROJECT DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SAFE PASSAGE FOR VEHICULAR AND PEDESTRIAN TRAFFIC WITH MINIMAL INCONVENIENCE TO THE PUBLIC, AS SHOWN IN THE PLANS OR AS DIRECTED/APPROVED BY THE PROJECT MANAGER.
5. DO NOT STORE ANY CONSTRUCTION MATERIAL OR EQUIPMENT AT ANY LOCATION THAT WILL CONSTITUTE A HAZARD AND WILL ENDANGER TRAFFIC.
6. THE CONTRACTOR WILL PROVIDE THREE (3) WEEKS ADVANCE NOTIFICATION TO THE CITY OF IMPENDING/UPCOMING CLOSURES FOR ALL TEMPORARY AND/OR PERMANENT VEHICULAR, BIKE OR PEDESTRIAN LANE, RAMP, CONNECTOR, FRONTAGE, SHOULDER, ETC. CLOSURES OR DETOURS.
7. TEMPORARY DRAINAGE IS THE RESPONSIBILITY OF THE CONTRACTOR.
8. AT NO TIME SHALL TWO CONSECUTIVE INTERSECTING ROADWAYS BE CLOSED DURING CONSTRUCTION. CONTRACTOR SHALL LIMIT CLOSURE OF THE INTERSECTIONS TO MINIMIZE INCONVENIENCE TO PUBLIC.
9. COVER PERMANENT SIGNS WITH APPROPRIATE MATERIAL IF NOT USED. THIS IS SUBSIDIARY TO THE TRAFFIC CONTROL BID ITEM(S).
10. ADVANCE WARNING SIGNS AND LANE CLOSURES MUST BE MOVED UP PERIODICALLY IN ORDER TO KEEP UP WITH THE MOVING WORK ZONE. AS WORK PROGRESSES, THE LANE CLOSURE SIGNING AND APPROPRIATE BARRICADES MUST FOLLOW APPLICABLE STANDARDS.
11. PROVIDE ALL-WEATHER ACCESS FOR LANDOWNERS AT EXISTING ROADS AND DRIVES AT ALL TIMES. PROPERTIES WHERE ACCESS TO EXISTING ROADS AND DRIVES IS INTERRUPTED MUST HAVE MULTIPLE INGRESS/EGRESS POINTS AVAILABLE OR ALTERNATE ACCESS MUST BE PROVIDED BY CONTRACTOR. ALL PROPERTIES OCCUPIED THAT WILL BE DENIED ACCESS TO THEIR DRIVEWAYS SHALL BE NOTIFIED BY THE CONTRACTOR TWO WORKING DAYS PRIOR TO THE CLOSURE OF THEIR ACCESS.
12. THE CONTRACTOR SHALL SUBMIT WRITTEN REQUEST TO THE CITY FOR APPROVAL OF ALL AREAS TO BE USED FOR STAGING, MOBILIZATION, EQUIPMENT, AND MATERIAL STORAGE AND GENERAL PROJECT CONSTRUCTION MANAGEMENT. REQUESTS SHALL BE SUBMITTED TO THE CITY AT LEAST FIVE (5) DAYS PRIOR TO NOTICE TO PROCEED.
13. THE CONTRACTOR SHALL PREPARE, IMPLEMENT AND MAINTAIN A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE GUIDELINES CONTAINED IN THESE PLANS.
14. ALL BARRICADES, WARNING SIGNS, LIGHT DEVICES, ETC. FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS MUST CONFORM TO THE INSTALLATION SHOWN IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AS CURRENTLY AMENDED, PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.
15. THE CONTRACTOR SHALL INSTALL METAL PLATES OVER OPEN TRENCHES, UNCOVERED MANHOLES OR OPEN INLETS ADJACENT TO TRAFFIC OVERNIGHT OR WHEN NO WORK IS BEING PERFORMED FOR MULTIPLE DAYS.
16. THE CONTRACTOR SHALL PROVIDE PROTECTIVE FENCING OR BARRIERS AROUND OPEN TRENCHES, UNCOVERED MANHOLES OR OPEN INLETS LOCATED OUTSIDE OF VEHICULAR TRAFFIC AREAS WHEN NO WORK IS OCCURRING OR OVERNIGHT.
17. FOLLOW OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION) REGULATIONS AND WORK A SAFE DISTANCE FROM ALL POWER LINES. WHENEVER WORK IS TO BE PERFORMED NEAR OVERHEAD LINES, OSHA REQUIRES THAT WORKMEN AND ANY EQUIPMENT OR TOOLS BEING OPERATED OR HANDLED BE KEPT A SAFE DISTANCE FROM POWER LINES. OSHA ALSO REQUIRES THAT THE POWER LINES SHALL EITHER BE DE-ENERGIZED AND GROUNDED OR OTHER PROTECTIVE MEASURES SHALL BE TAKEN BEFORE WORK IS STARTED. OSHA HAS PRESCRIBED CERTAIN DISTANCES THAT WORKMEN, TOOLS, AND EQUIPMENT MUST BE KEPT FROM OVERHEAD LINES. 10 FEET IS THE DISTANCE FOR POWER LINES OF 50,000 VOLTS OR LESS. 11 FEET IS THE DISTANCE FOR POWER LINES OF 138,000 VOLTS.

FINAL CLEAN UP:

1. UPON COMPLETION OF THE WORK AND BEFORE FINAL ACCEPTANCE AND FINAL PAYMENT IS MADE, THE CONTRACTOR SHALL CLEAR AND REMOVE FROM THE SITE ALL SURPLUS AND DISCARDED MATERIALS AND DEBRIS OF EVERY KIND AND LEAVE THE ENTIRE PROJECT IN A SMOOTH, NEAT AND SIGHTLY CONDITION.

UTILITY COMPANIES:

ATMOS (LOCAL-GAS)
106 N. BRADSHAW
DENTON, TX 76205
(940) 380-7470

ATMOS ENERGY
142 N. FM 730
BOYD, TX 76023
(940) 433-8902
ATTN: OMAR CAMPOS

CHARTER CABLE
15100 TRINITY BLVD.
FORT WORTH, TX 76155
(817) 298-3635

CO-SERV
7701 S. STEMMONS
CORINTH, TX 76210
(940) 321-7800
ATTN: JODY PADRON

CITY OF DENTON-COMMUNICATIONS
(940) 349-7172

CITY OF DENTON-ELECTRIC
(940) 349-7509
EMERGENCY: (940) 349-8400
ATTN: DOUG BREON

CITY OF DENTON-WATER UTILITIES
(940) 349-7150
EMERGENCY: (940) 349-8400

TXDOT
2624 W. PRAIRIE
DENTON, TX 76201
(940) 349-1414

AT&T
1460 ROUNDTABLE
DALLAS, TX 76247
ATTN: ERIC WILLIAMS

GRANDE COMMUNICATIONS
500 TITTLE DR. SUITE 400
LEWISVILLE, TX 75056
(940) 270-7016
ATTN: CHRIS LANGSTON

VERIZON
2094 MCGEE
LEWISVILLE, TX 75077
(972) 318-0264

EXPLORER/CITGO PIPELINE CO.
6846 S. CANTON SUITE 300
TULSA, OK 74136
(918) 493-5172
CHANCE GIPSON

TEXAS 811
(800) 344-8377

* THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
PATH S:\Water Engineering\Engr\Design\Standard Details\General Notes\General Notes sht.1.dwg		

CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS
GENERAL NOTES

DATE
JUL. 2024

SHEET No.
1 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N.T.S.

CERTIFICATION:
THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.

No.	REVISIONS	DATE

Kimley»Horn
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6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

STATE OF TEXAS
JOHN HALE
145933
LICENSED
PROFESSIONAL ENGINEER
06/11/2025

SCALE
AS SHOWN
DESIGNED BY
JNC
DRAWN BY
JNC
CHECKED BY
JTH

COD GENERAL NOTES

BAKER TRACT
OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25
PROJECT NO.
063248015
SHEET NUMBER
C2.02

Plotted By: Browning, Mason Date: June 11, 2025 08:34:06am File Path: K:\Fr_civil\063248015 – baker tract offsite sewer\CAD\plotsheets\C–SWR – Index Sheet.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 150 300 600

CALLED 340.469 NET ACRES
CITY OF DENTON, TEXAS
INST. NO. 2016-143882
O.R.D.C.T.

CALLED 19.109 ACRES
MARK E. COLE , et ux
VOL. 4750, PG. 737
O.R.D.C.T.

25' TEMPORARY CONSTRUCTION EASEMENT

PARCEL 26
STATE OF TEXAS
INST. NO. 2010-12610
O.R.D.C.T.

LOT 1, BLOCK A
FISHER 59 ADDITION
DOC. NO. 2018-527
P.R.D.C.T.

C13.02 C13.03 C13.04 C13.05 C13.06 C13.07 C13.08 C13.09 C13.10 C13.11 C13.12

20' SANITARY SEWER EASEMENT

CALLED 11.3136 ACRES
LESLIE A. PORTER, et ux
CLERK'S FILE NO.
95-R0054830
O.R.D.C.T.

CALLED 28.756 ACRES
JACK VANDERHOFF, et ux
VOL. 551, PG. 4
O.R.D.C.T.

TRACT I (CALLED 30.382 ACRES)
JAY D. ROGERS
VOL. 5326, PG. 5728
O.R.D.C.T.

CALLED 95.584 ACRES
JOHN KARVOUNIARIS
INST. NO. 2003-207512
O.R.D.C.T.

JIM CHRISTAL RD

CALLED 23.076 ACRES
CITY OF DENTON, TEXAS
INST. NO. 2010-9442
O.R.D.C.T.

CALLED 20.038 ACRES
DLK FAMILY, L.P.
INST. NO. 2021-214602
O.R.D.C.T.

LOT 2, BLOCK A, FISHER 59 ADDITION
DOC. NO. 2021-283
P.R.D.C.T.

LOT 4, BLOCK A M-380 ADDITION DOC. NO. 2023-133 P.R.D.C.T.

LOT 3, BLOCK A M-380 ADDITION DOC. NO. 2023-133 P.R.D.C.T.

LOT 2, BLOCK A M-380 ADDITION DOC. NO. 2023-133 P.R.D.C.T.

LOT 1, BLOCK A M-380 ADDITION DOC. NO. 2023-133 P.R.D.C.T.

LOT 2, BLOCK 1 MARRIOTT GARDENS ADDITION CAB. N, SL. 230 P.R.D.C.T.

LOT 1, BLOCK 1 MARRIOTT GARDENS ADDITION CAB. N, SL. 230 P.R.D.C.T.

MASCH BRANCH RD

CALLED 26.39 ACRES
KENNETH AND GWYNDA BAHNSEN LIVING TRUST DATED NOBEMBER 4, 2019
INST. NO. 2019-141473
O.R.D.C.T.

CALLED 1.50 ACRES
ROBERT J. BICKHAM SR.
INST. NO. 2020-43992
O.R.D.C.T.

TRACT 3
LAURA M. BICKHAM
INST. NO. 2015-84474
O.R.D.C.T.

TRACT II (CALLED 1.381 ACRES)
DLK MAMAGEMENT, L.L.C.
INST. NO. 2023-48071
O.R.D.C.T.

CALLED 2.374 ACRES
DANIEL AND LAURA KRESS FAMILY LIVING TRUST dated April 16, 2009
INST. NO. 2017-145668
O.R.D.C.T.

REMAINDER FROM CALLED 100 ACRES
DNJ7 FAMILY LP
DOC. NO. 2020-158388
O.R.D.C.T.

No.	REVISIONS	DATE

Kimley»Horn
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6160 WARREN PARKWAY, SUITE 210, FRISCO, TX, 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

STATE OF TEXAS
JOHN HALE
145933
LICENSED PROFESSIONAL ENGINEER
06/11/25

SCALE: AS SHOWN
DESIGNED BY: JNC
DRAWN BY: JNC
CHECKED BY: JTH

SEWER INDEX SHEET

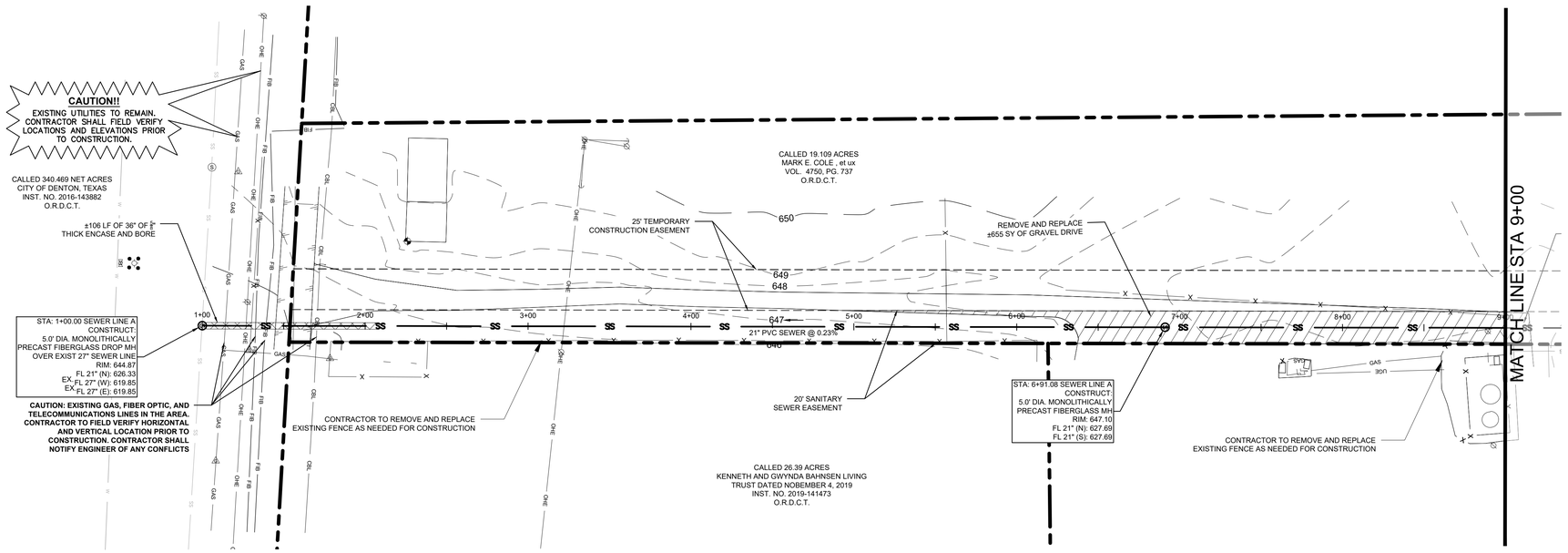
BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25

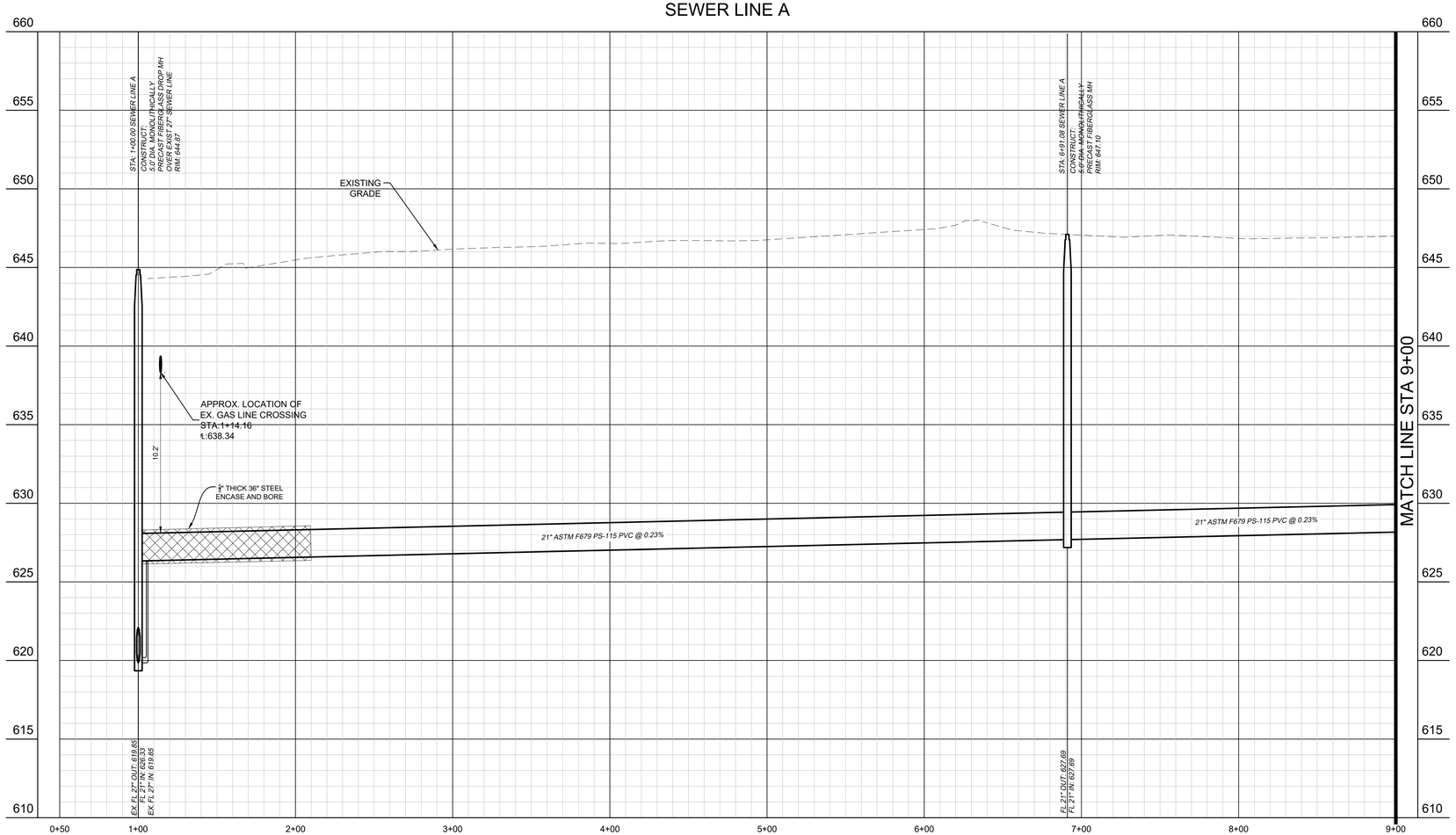
PROJECT NO.
063248015

SHEET NUMBER
C13.01

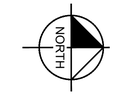
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SEWER LINE A



PROFILE SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL



GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

- PROPERTY LINE
- PROPOSED EASEMENT
- SS — PROPOSED SANITARY SEWER LINE
- OHP — EXISTING OVERHEAD POWER LINE
- CBL — EXISTING CABLE LINE
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BENCHMARKS

BM #61 - "⊠" SET, on concrete curb located ±47 feet northwest from intersection of N. Masch Branch Road and Hampton Road.
Elevation: 676.76'

Site Benchmark - "⊠" SET, on concrete curb located ±950 feet north of W. University Drive (US Hwy 380) and ± 984 feet west of N. Masch Branch Road in entrance of Fisher 59 Food Supply.
Elevation: 669.09'

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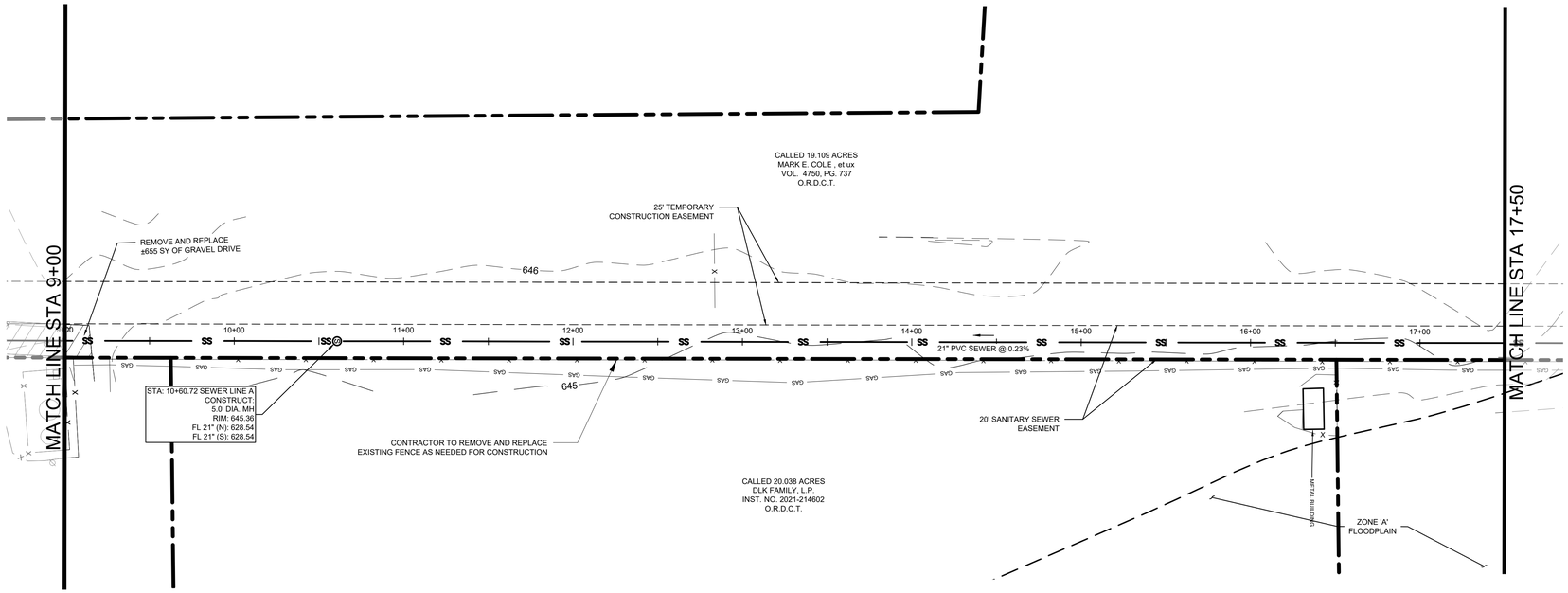
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SEWER PLAN AND PROFILE

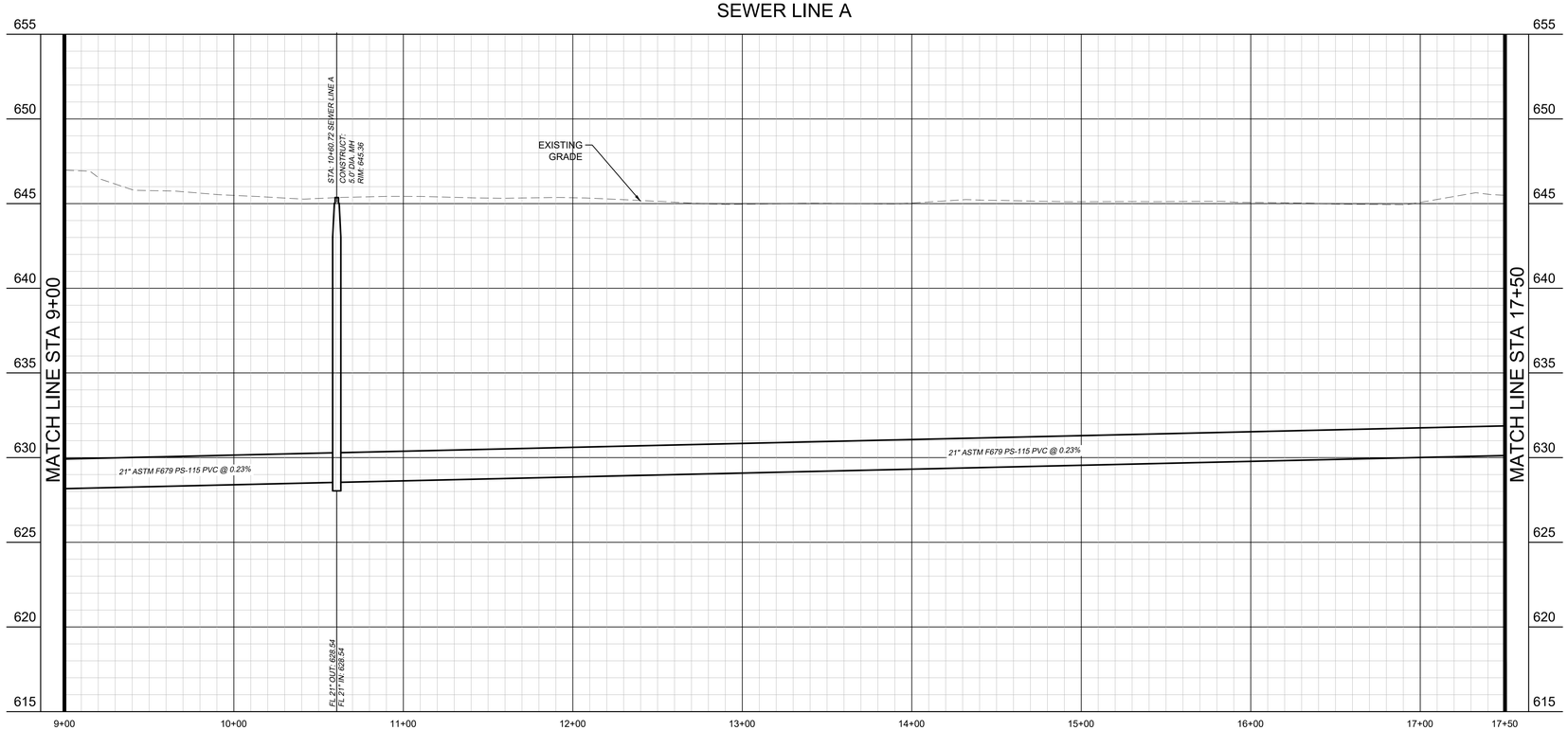
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DATE
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SHEET NUMBER
C13.02

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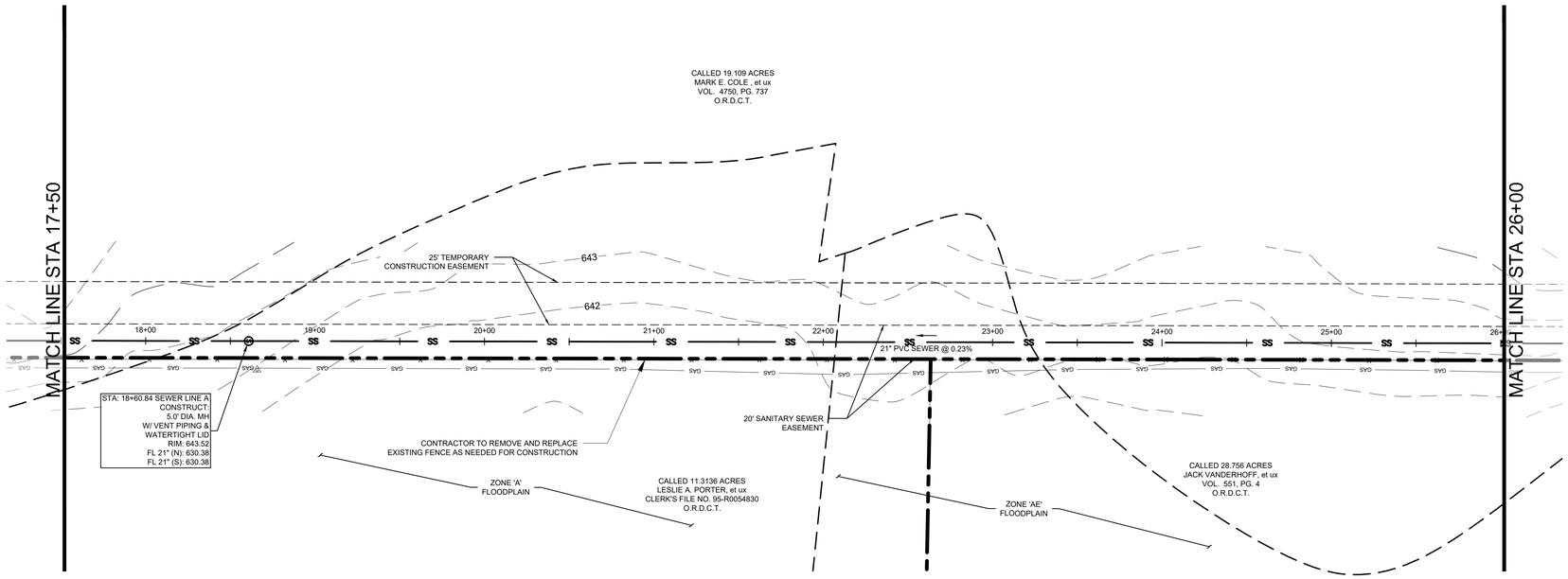
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6/11/2025

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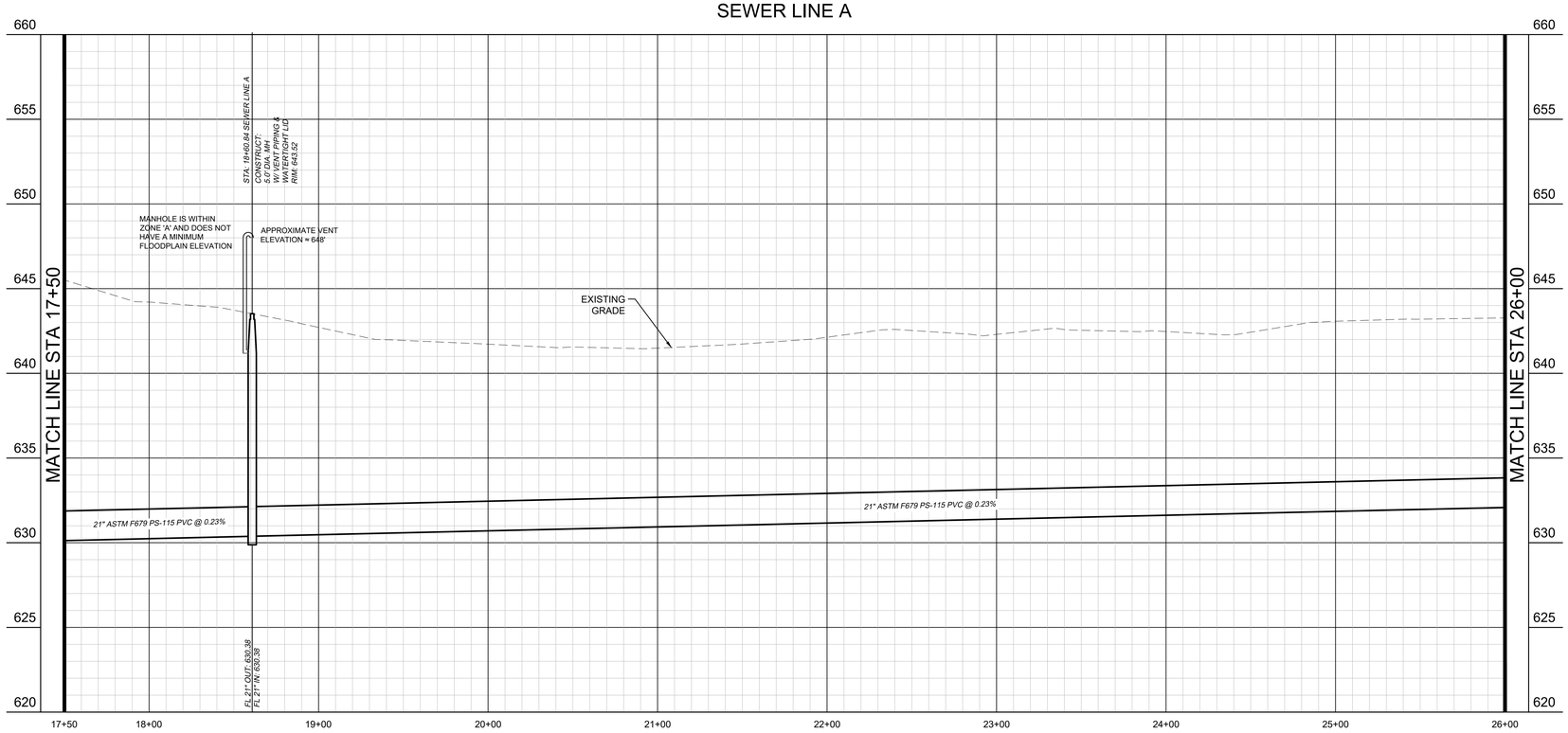
SEWER PLAN AND PROFILE

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE 06/11/25
PROJECT NO. 063248015
SHEET NUMBER C13.03



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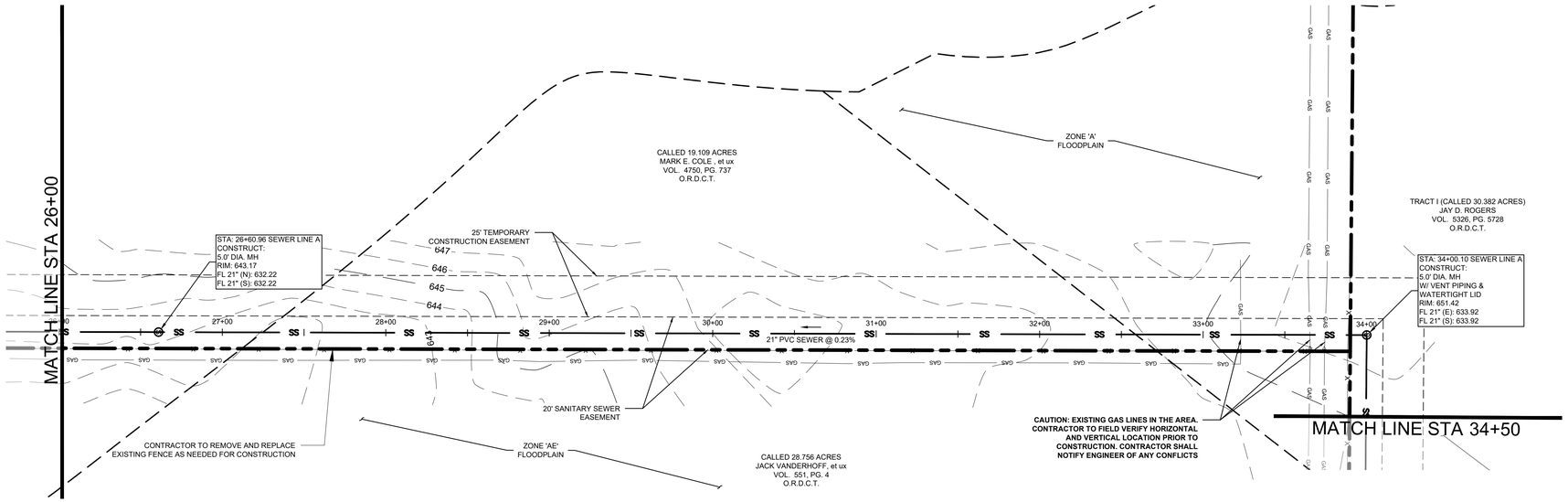
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DESIGNED BY: JNC
DRAWN BY: JNC
CHECKED BY: JTH

SEWER PLAN AND PROFILE

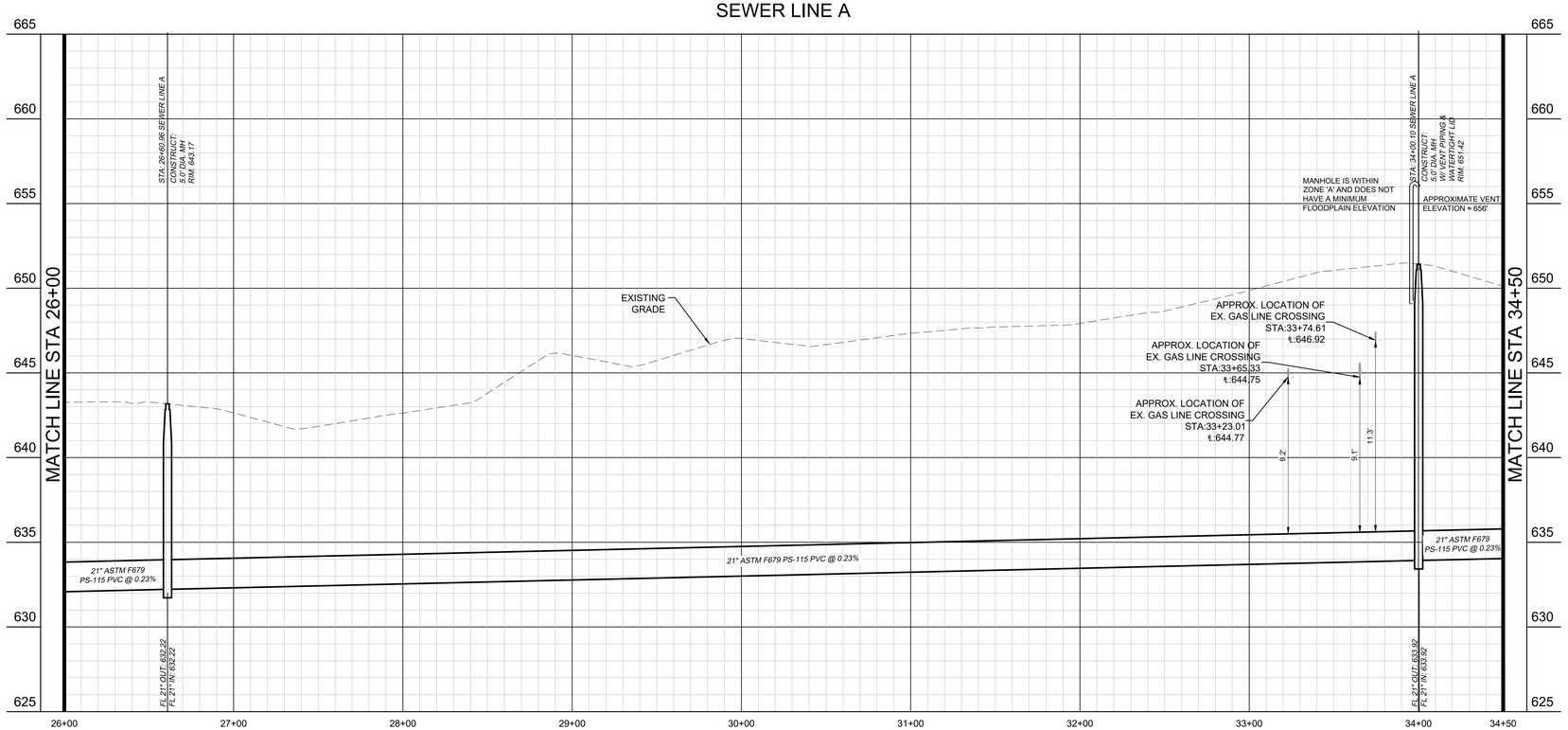
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CITY OF DENTON, TEXAS

DATE: 06/11/25
PROJECT NO.: 063248015
SHEET NUMBER: C13.04

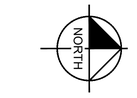
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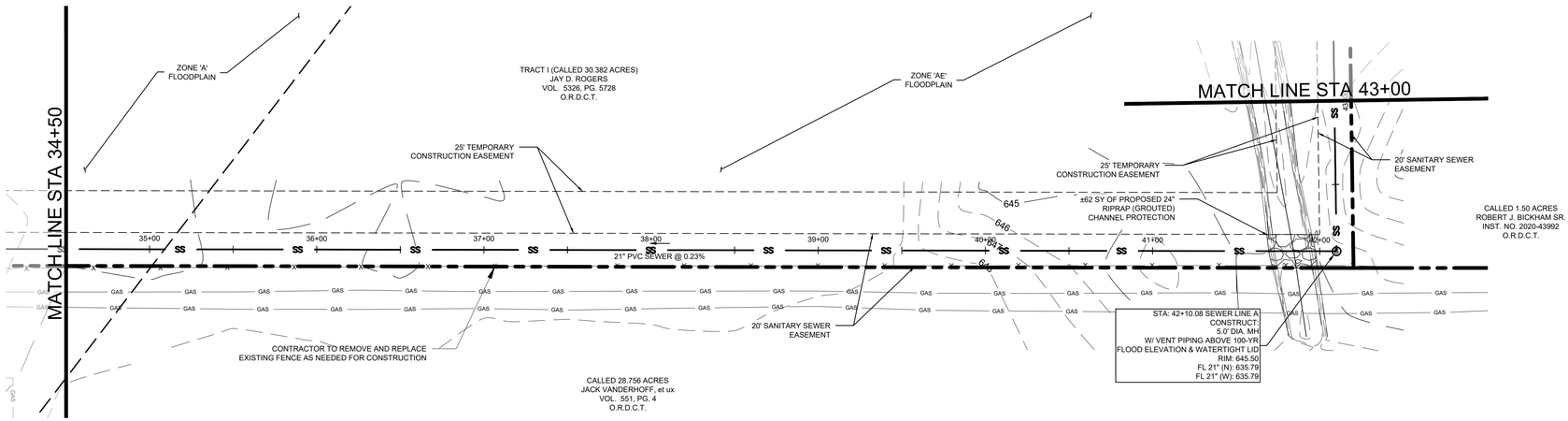
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SEWER PLAN AND PROFILE

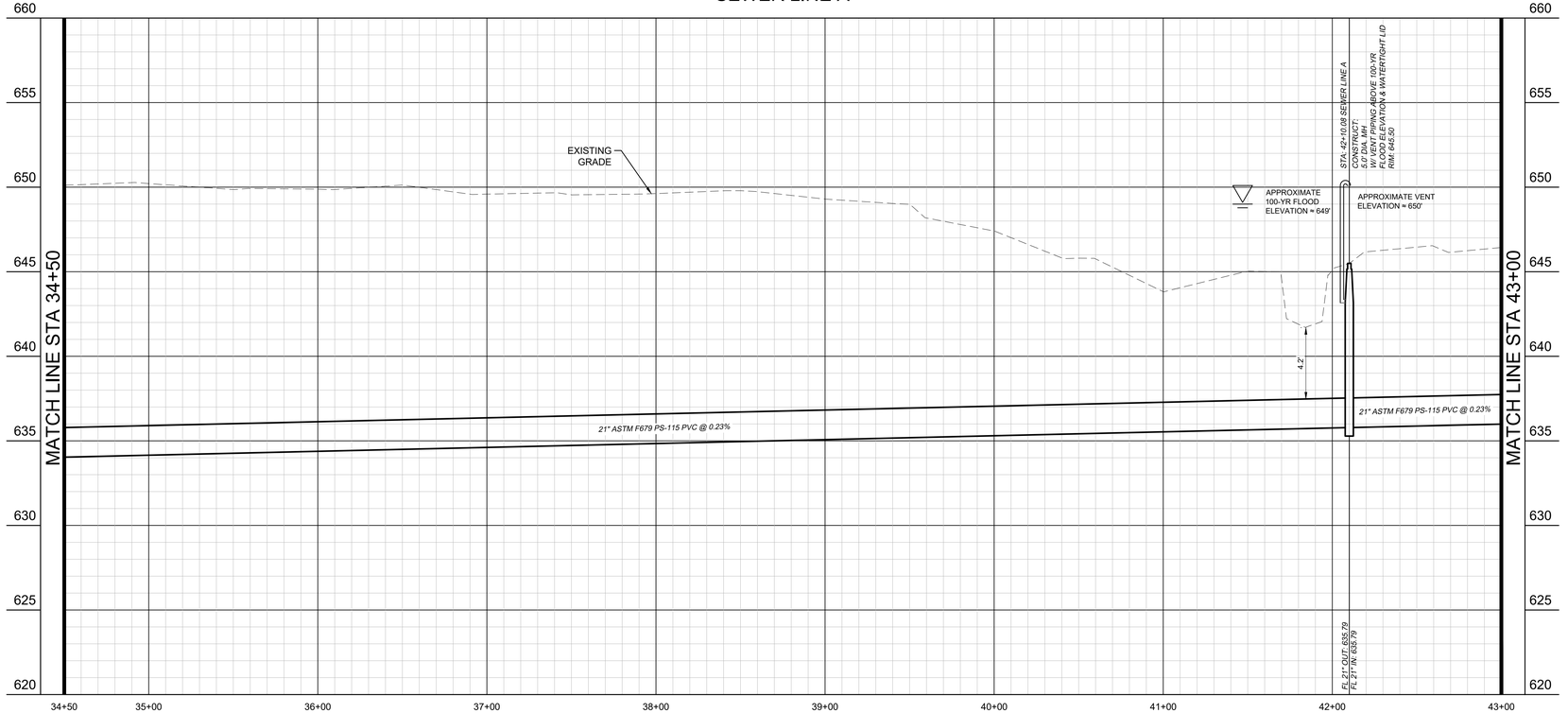
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CITY OF DENTON, TEXAS

DATE 06/11/25
PROJECT NO. 063248015
SHEET NUMBER C13.05

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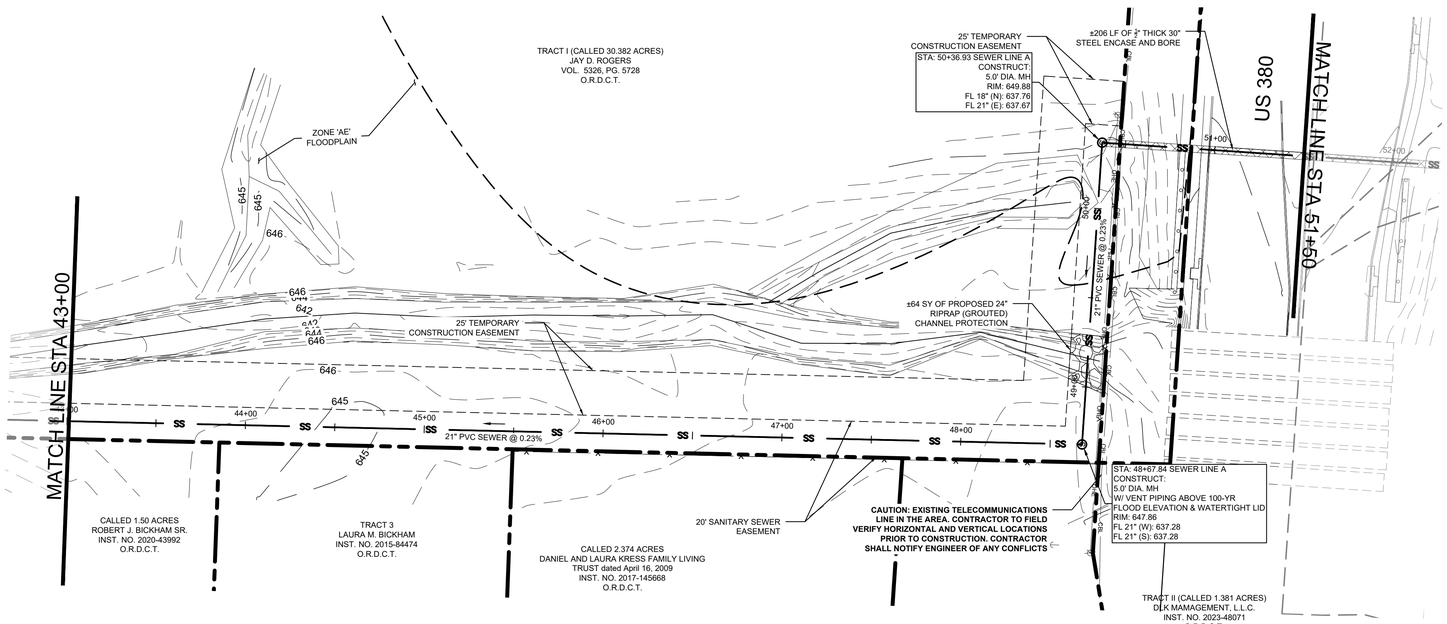
SEWER PLAN AND PROFILE

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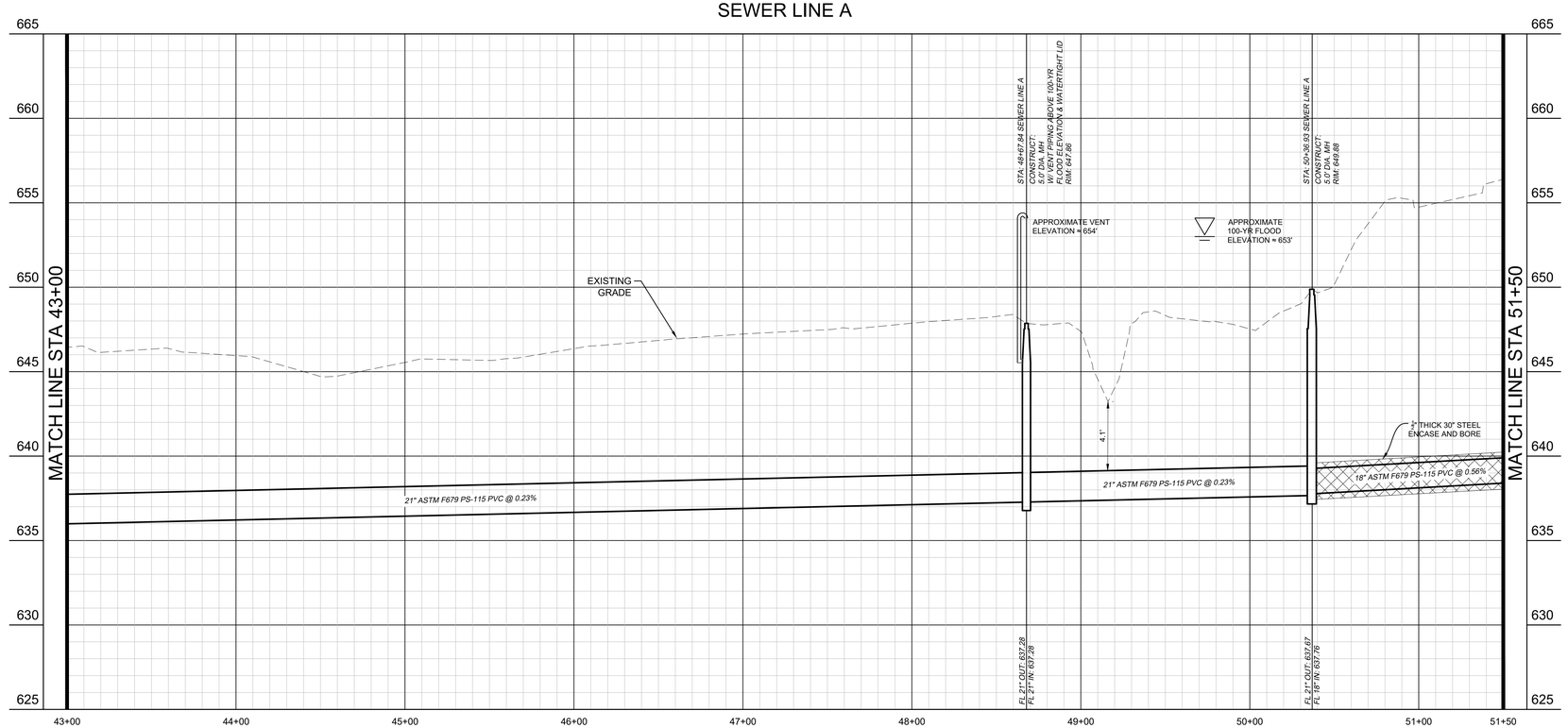
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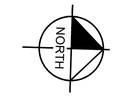
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Elevation: 669.09'

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Elevation: 6658.86'

811 Know what's below. Call before you dig.

No.	REVISIONS	DATE

Kimley»Horn
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6160 WARREN PARKWAY, SUITE 210, FRISCO, TX, 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

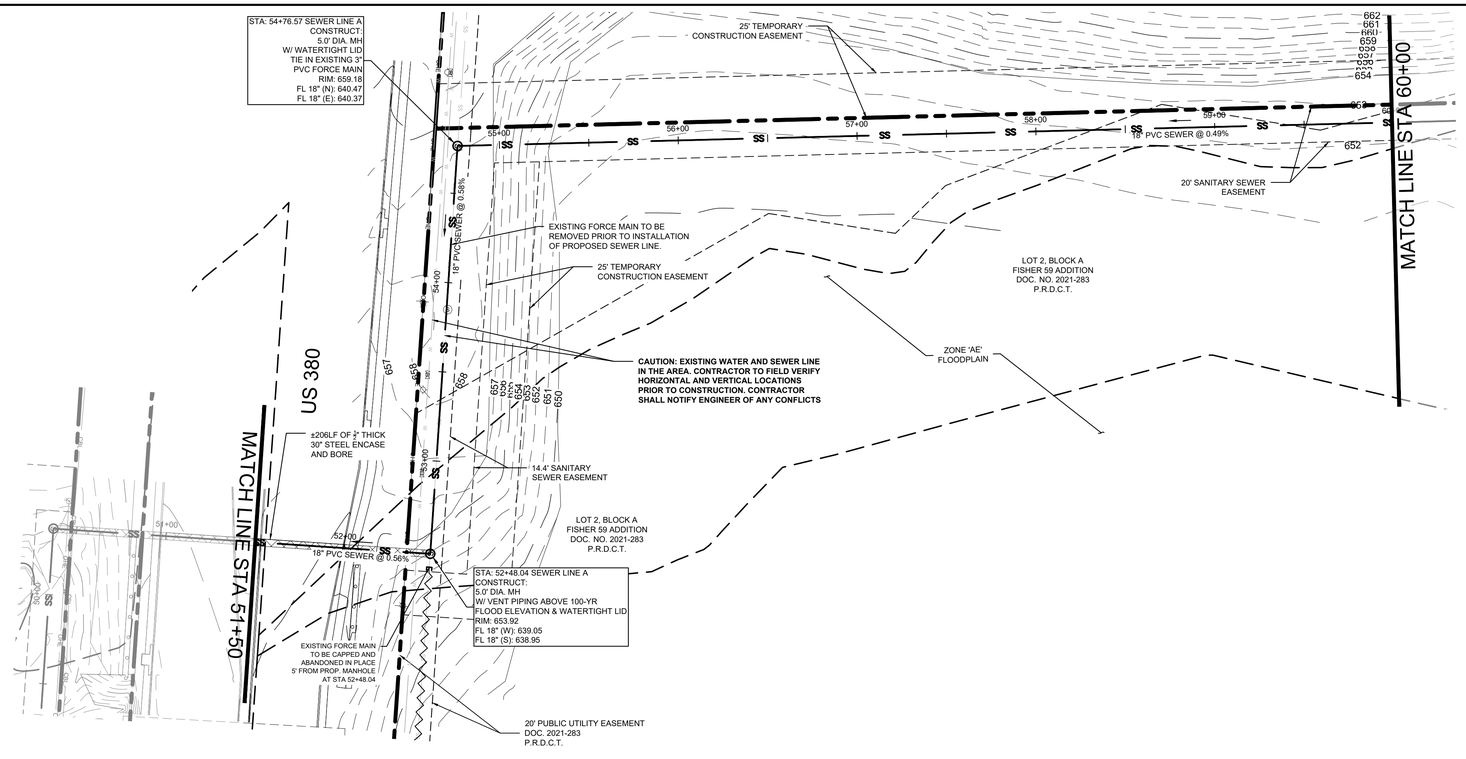
STATE OF TEXAS
JOHN HALE
145933
LICENSED PROFESSIONAL ENGINEER
6/11/2025

SCALE AS SHOWN
DESIGNED BY JNC
DRAWN BY JNC
CHECKED BY JTH

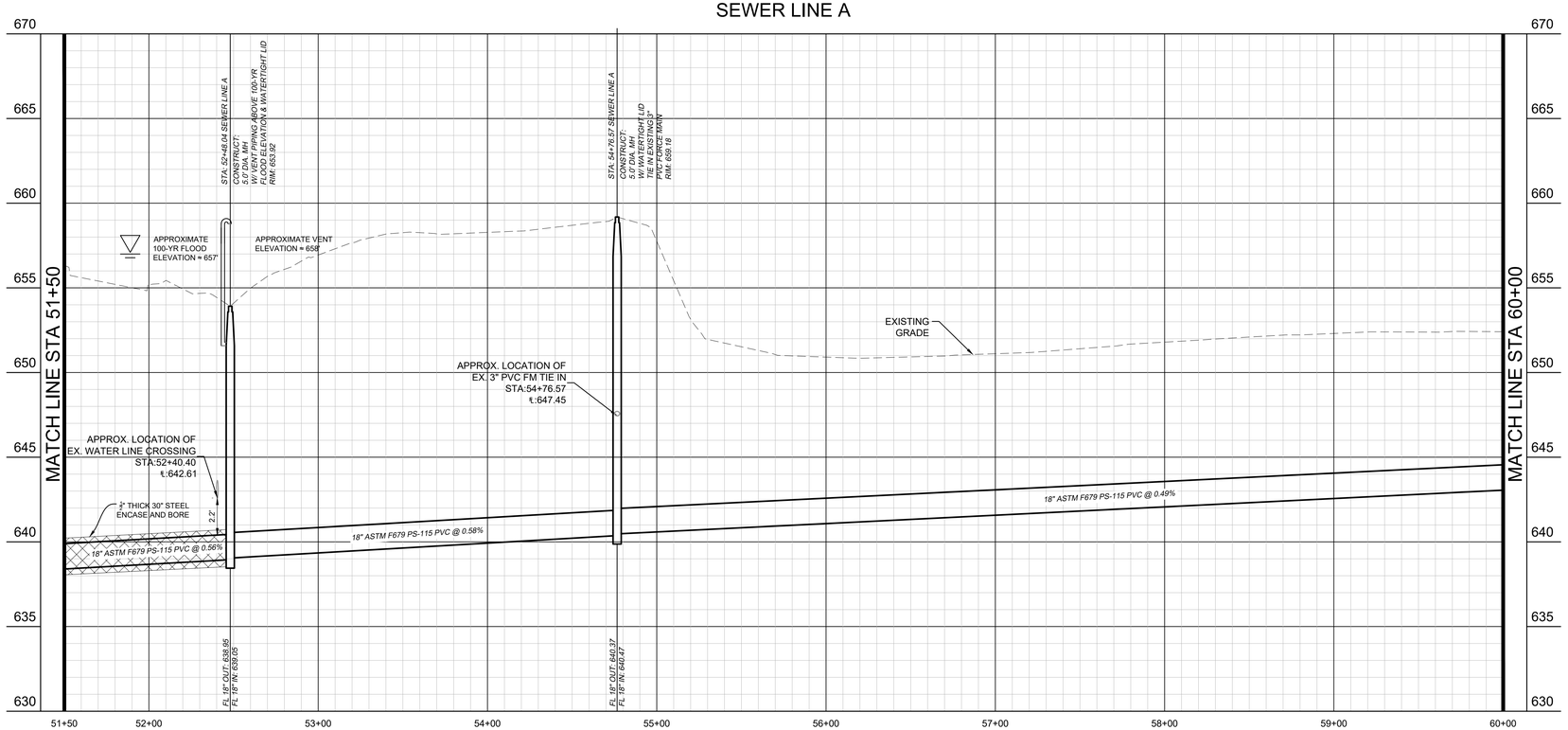
BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

SEWER PLAN AND PROFILE

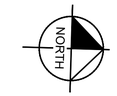
DATE 06/11/25
PROJECT NO. 063248015
SHEET NUMBER C13.07



SEWER LINE A



PROFILE SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL



GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

- PROPERTY LINE
- PROPOSED EASEMENT
- SS — PROPOSED SANITARY SEWER LINE
- OHP — EXISTING OVERHEAD POWER LINE
- CBL — EXISTING CABLE LINE
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6/11/2025

SCALE
AS SHOWN
DESIGNED BY
JNC
DRAWN BY
JNC
CHECKED BY
JTH

SEWER PLAN AND PROFILE

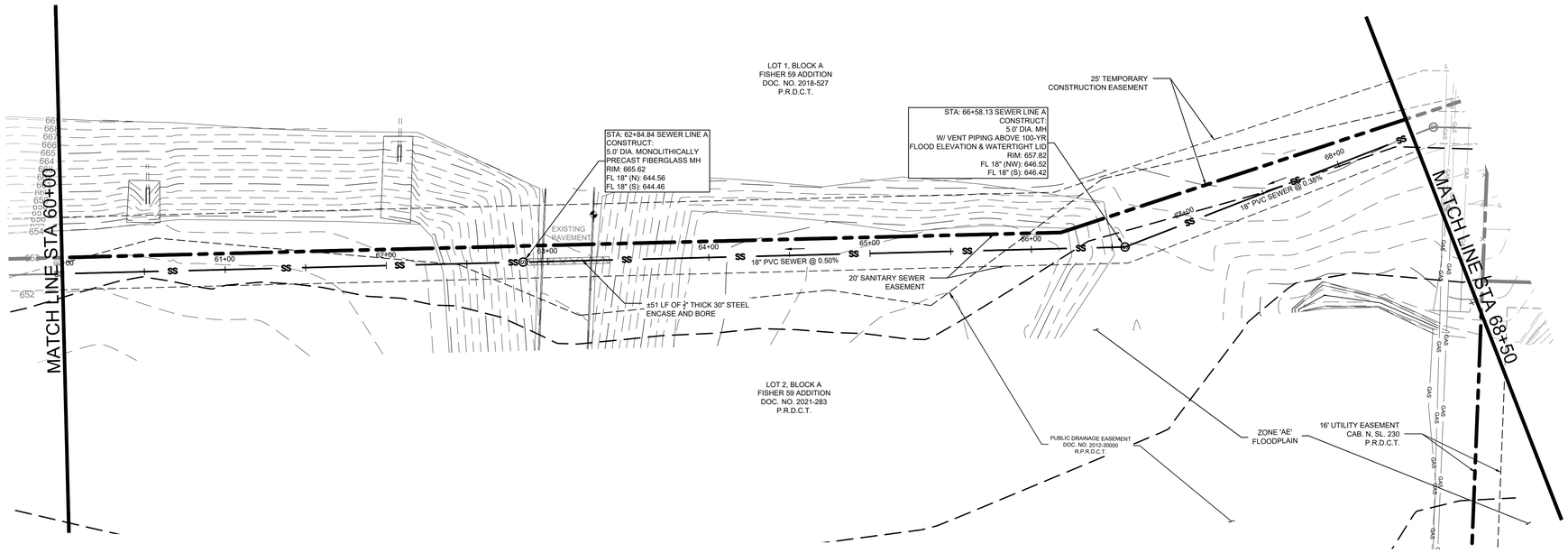
BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25

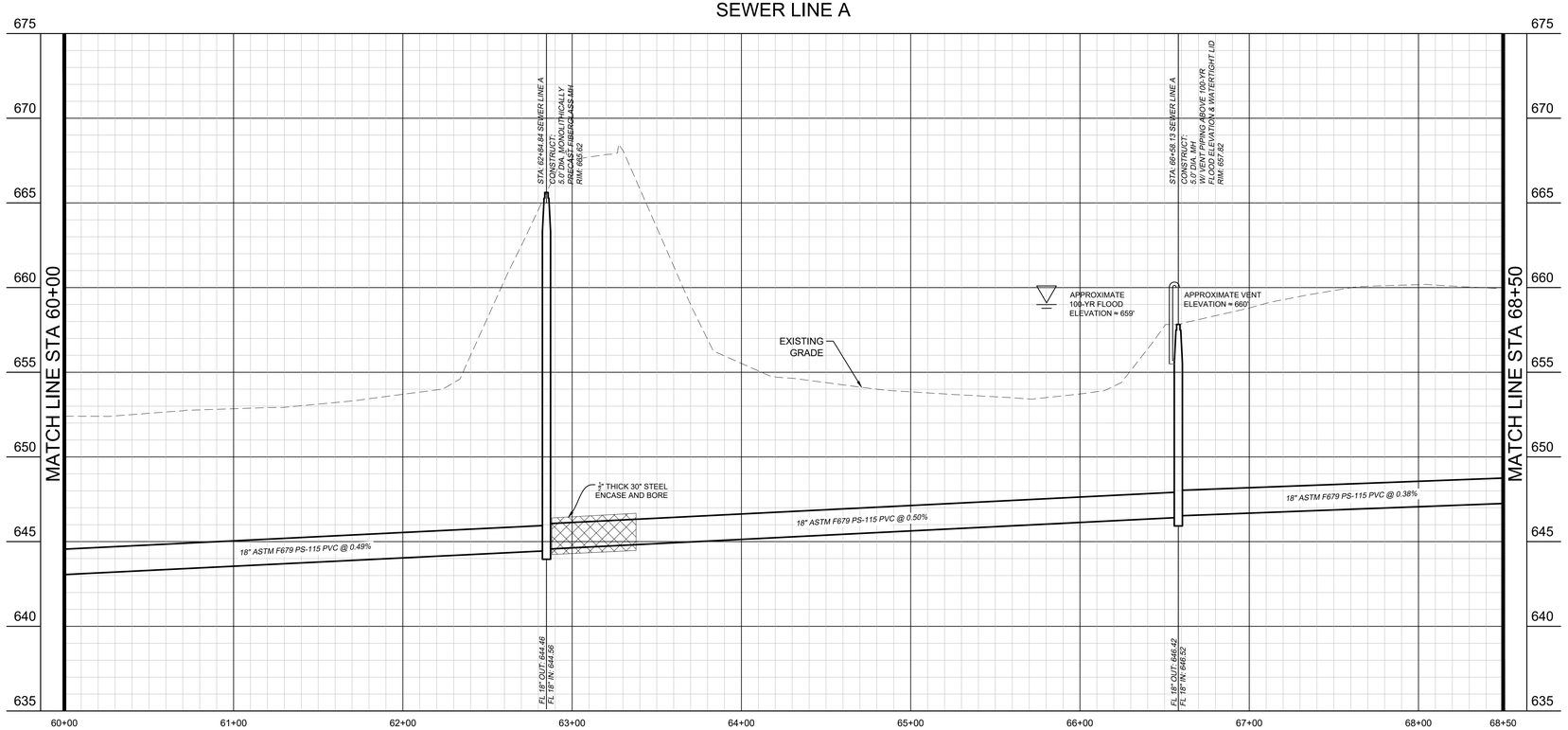
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SHEET NUMBER
C13.08

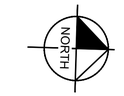
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SEWER LINE A



PROFILE SCALE
1" = 40' HORIZONTAL
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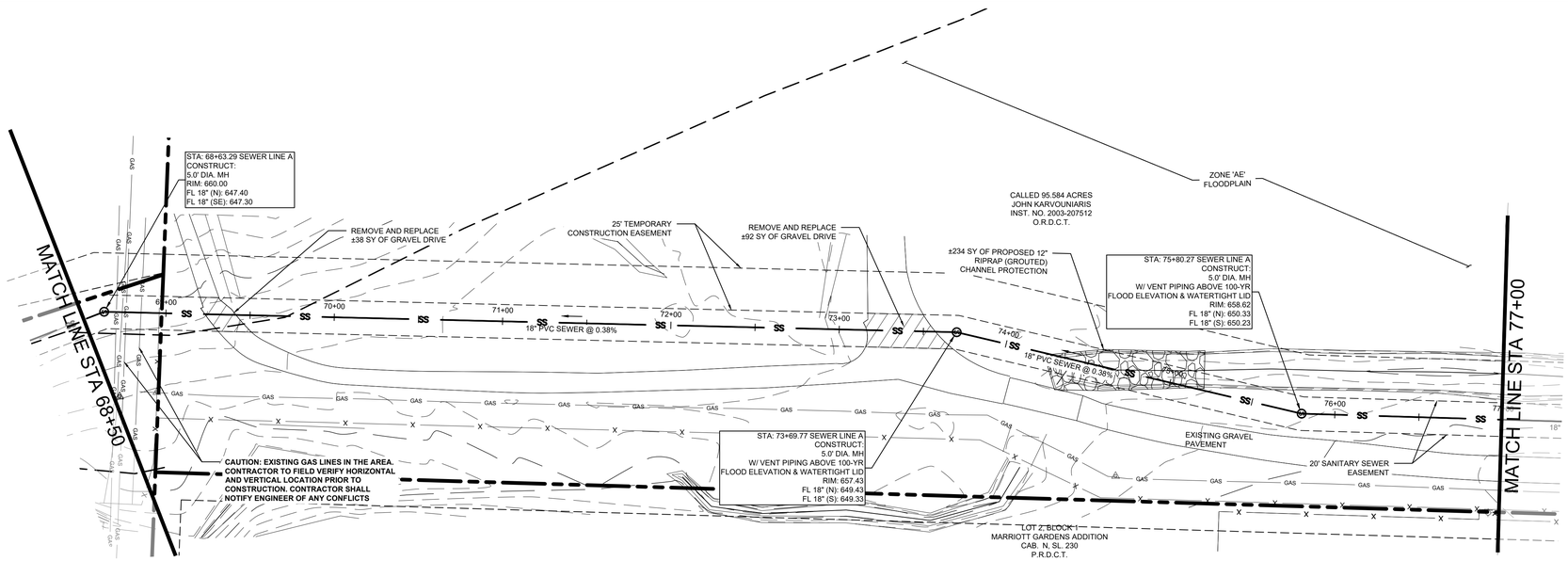
BAKER TRACT OFFSITE SEWER
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DATE
06/11/25

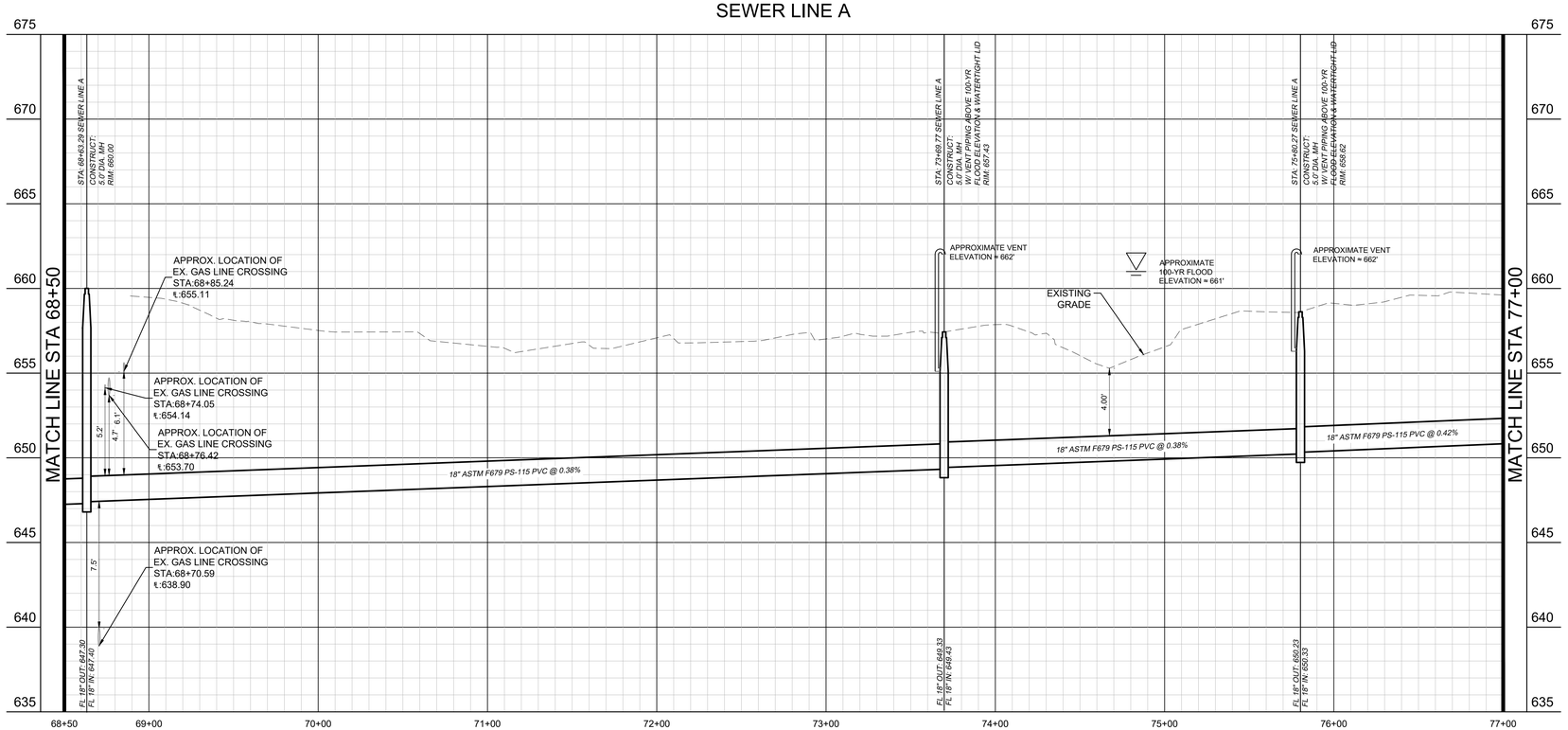
PROJECT NO.
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SHEET NUMBER
C13.09

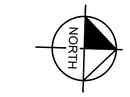
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STATE OF TEXAS
JOHN HALE
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06/11/2025

SCALE
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SEWER PLAN AND PROFILE

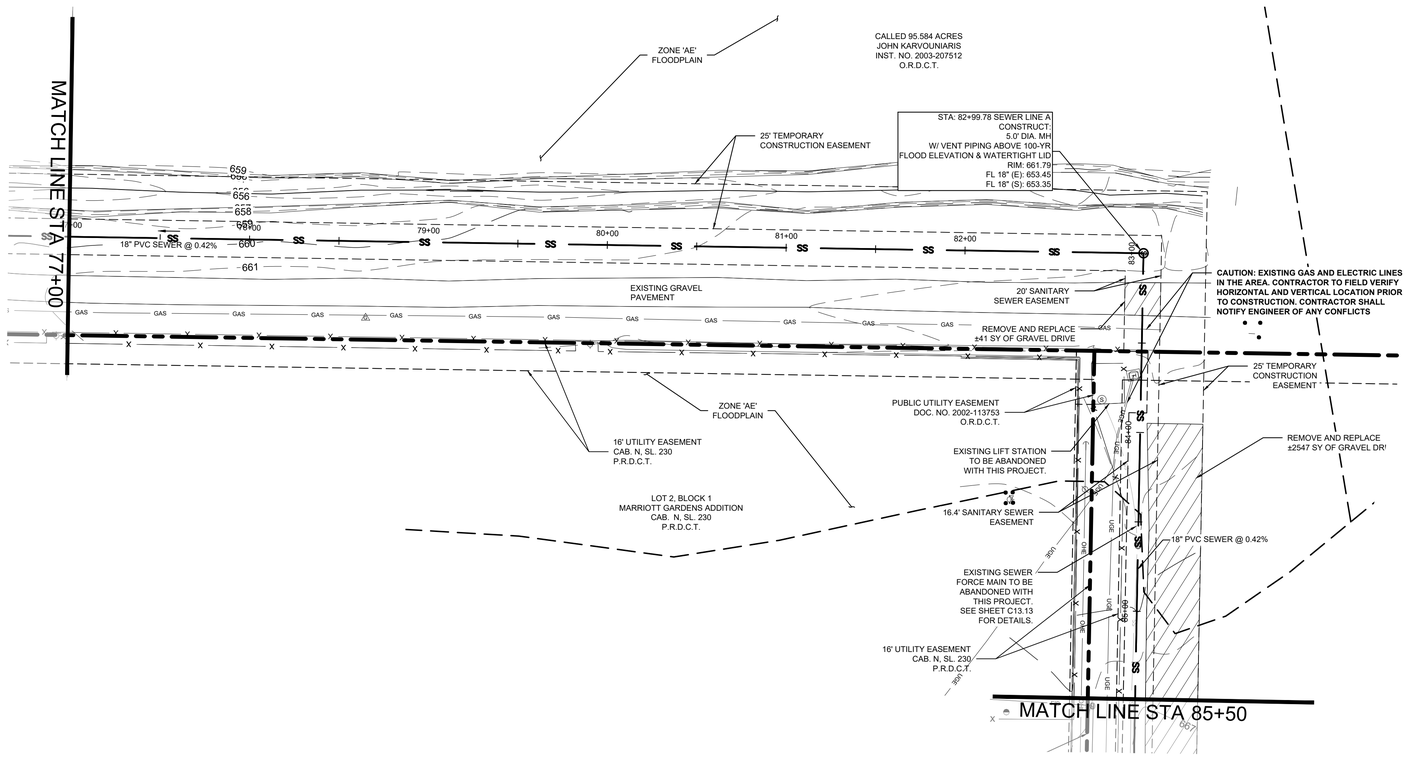
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DATE
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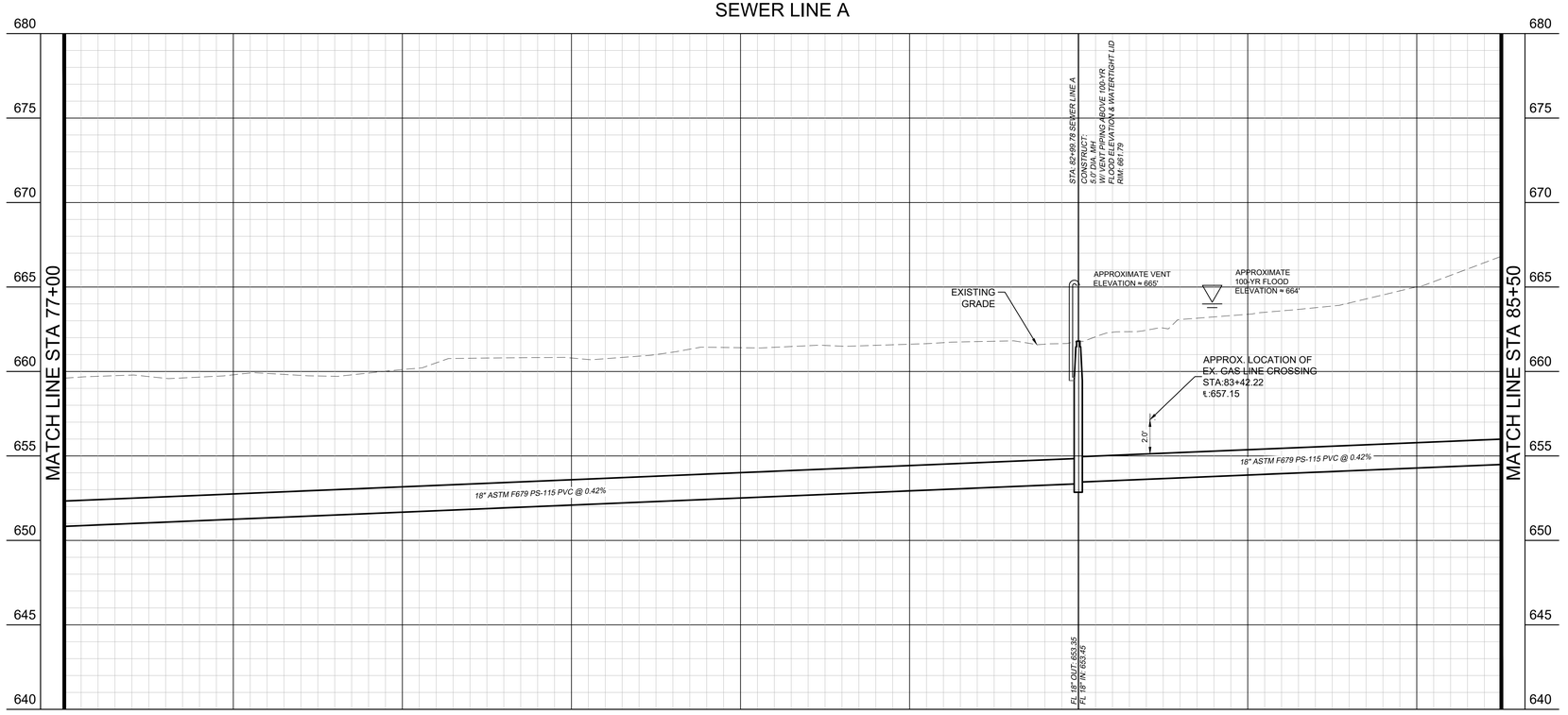
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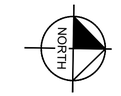
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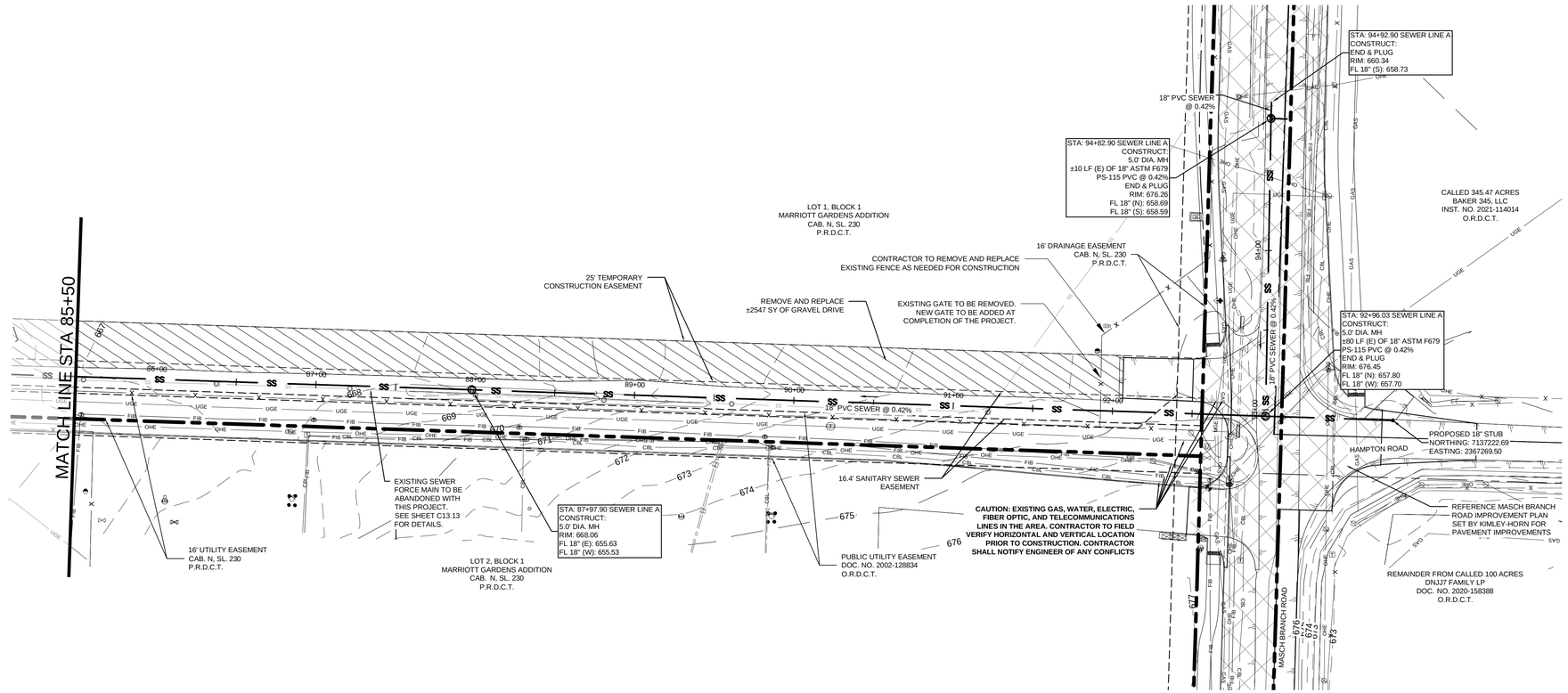
SEWER PLAN AND PROFILE

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25
PROJECT NO.
063248015
SHEET NUMBER
C13.11

Plotted By:Browning, Mason Date:June 11, 2025 08:39:10am File Path:K:\Frl_civil\063248015 - baker tract offsite sewer\CAD\plotsheets\C-SWR - P&P.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

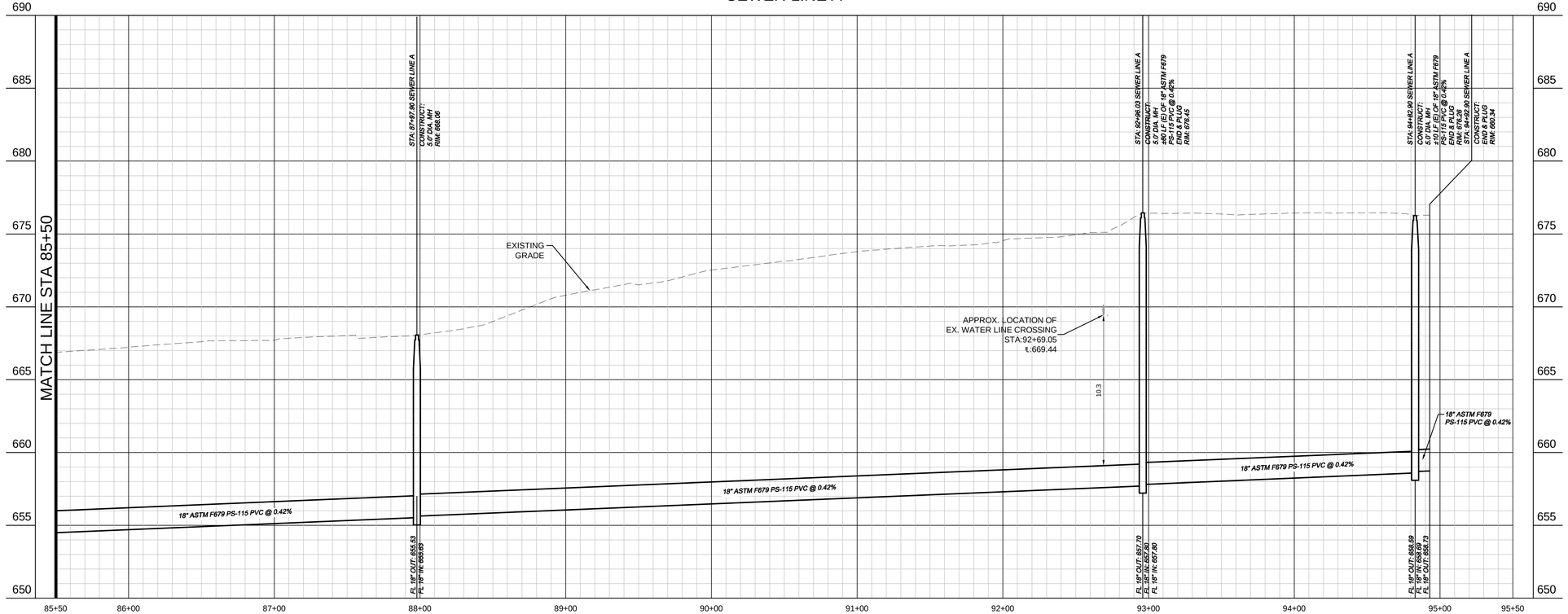
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SEWER LINE A



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CAUTION!!
THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND SHALL NOTIFY THE CONSTRUCTION MANAGER AND ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE. CALL 811 AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION IN VICINITY.

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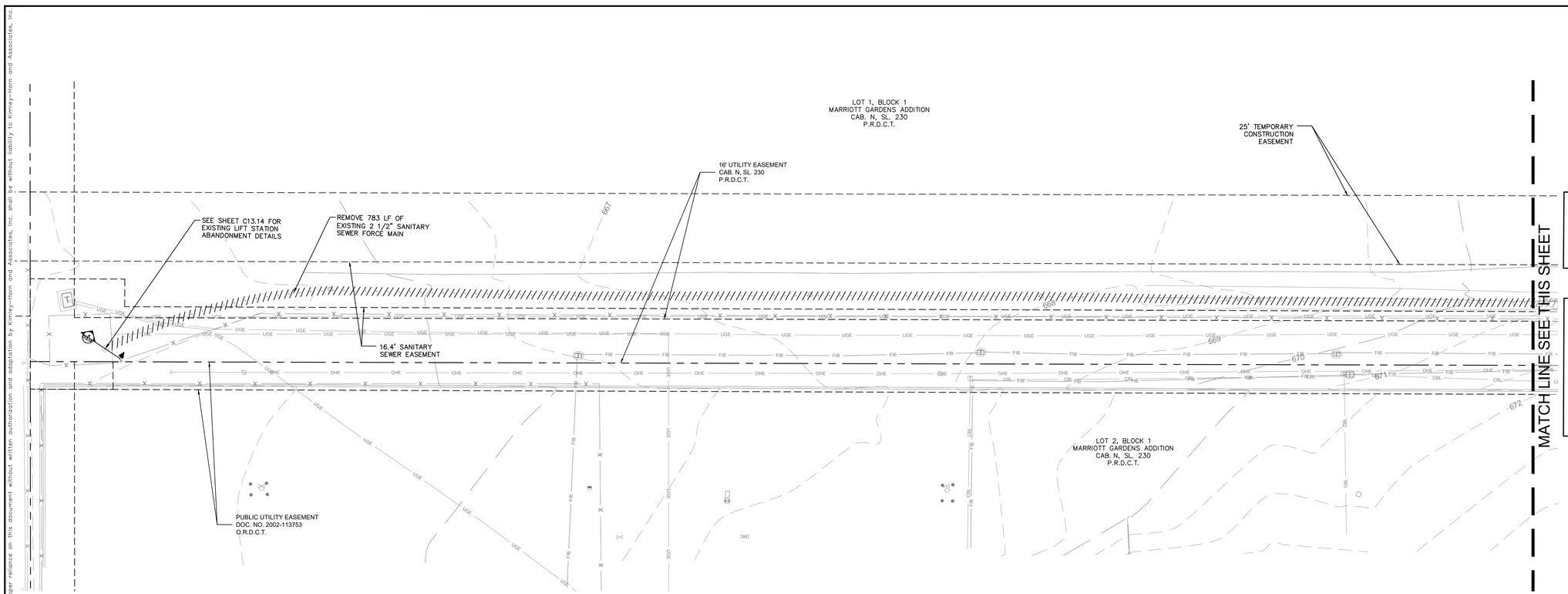
SEWER PLAN AND PROFILE

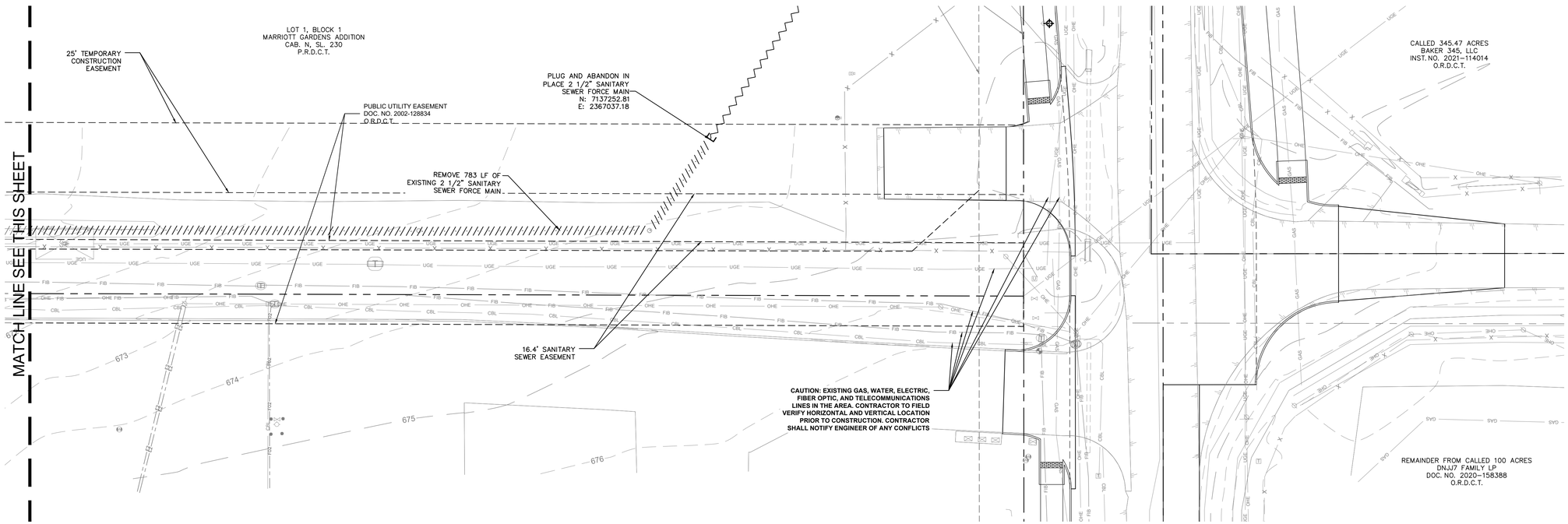
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CITY OF DENTON, TEXAS

DATE: 06/11/25
PROJECT NO.: 063248015
SHEET NUMBER: C13.12

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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- GROUT FILL AND ABANDON
- ABANDON IN PLACE
- REMOVE (SAME TRENCH)

NOTES:
1. ALL HARDWARE ITEMS ARE TO BE SALVAGED AND DELIVERED TO THE PUBLIC WORKS BUILDING INCLUDING THE CONTROL PANEL.
2. ALL ITEMS REMOVED THAT ARE NOT DELIVERED TO THE PUBLIC WORKS BUILDING SHALL BE PROPERLY DISPOSED OF OFF-SITE.
3. THE DIRECTOR OF PUBLIC WORKS SHALL BE CONSULTED ON WHAT SHALL BE DELIVERED TO THE PUBLIC WORKS BUILDING.
4. ALL PIPING INDICATED TO BE REMOVED SHALL BE PROPERLY DISPOSED OF OFF-SITE.
5. MASCH BRANCH LIFT STATION TAKEN FROM MARRIOTT GARDENS ADDITION PLANS DATED 2/24/1997 BY HAMMETT & NASH, INC.
6. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING WET WELL, APPURTENANCES, AND FORCE MAIN PRIOR TO CONSTRUCTION.

BENCHMARKS

BM #61 - "⊠" SET, on concrete curb located ±47 feet northwest from intersection of N. Masch Branch Road and Hampton Road.
Elevation: 676.76'

Site Benchmark - "⊠" SET, on concrete curb located ±950 feet north of W. University Drive (US Hwy 380) and ± 984 feet west of N. Masch Branch Road in entrance of Fisher 59 Food Supply.
Elevation: 669.09'

Site Benchmark - "⊠" SET, on southeast corner of concrete curb inlet located ± 850 feet west of intersection at N. Masch Branch Road and W. University Drive (U.S. Hwy 380).
Elevation: 6658.86'

CAUTION!!
THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND SHALL NOTIFY THE CONSTRUCTION MANAGER AND ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION . IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE. CALL 811 AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION IN VICINITY.

811 Know what's below. Call before you dig.

No.	REVISIONS	DATE

Kimley»Horn
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6160 WARREN PARKWAY, SUITE 210, FRISCO, TX, 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

STATE OF TEXAS
JOHN HALE
145933
LICENSED PROFESSIONAL ENGINEER
06/11/2025

SCALE: AS SHOWN
DESIGNED BY JNC
DRAWN BY JNC
CHECKED BY JTH

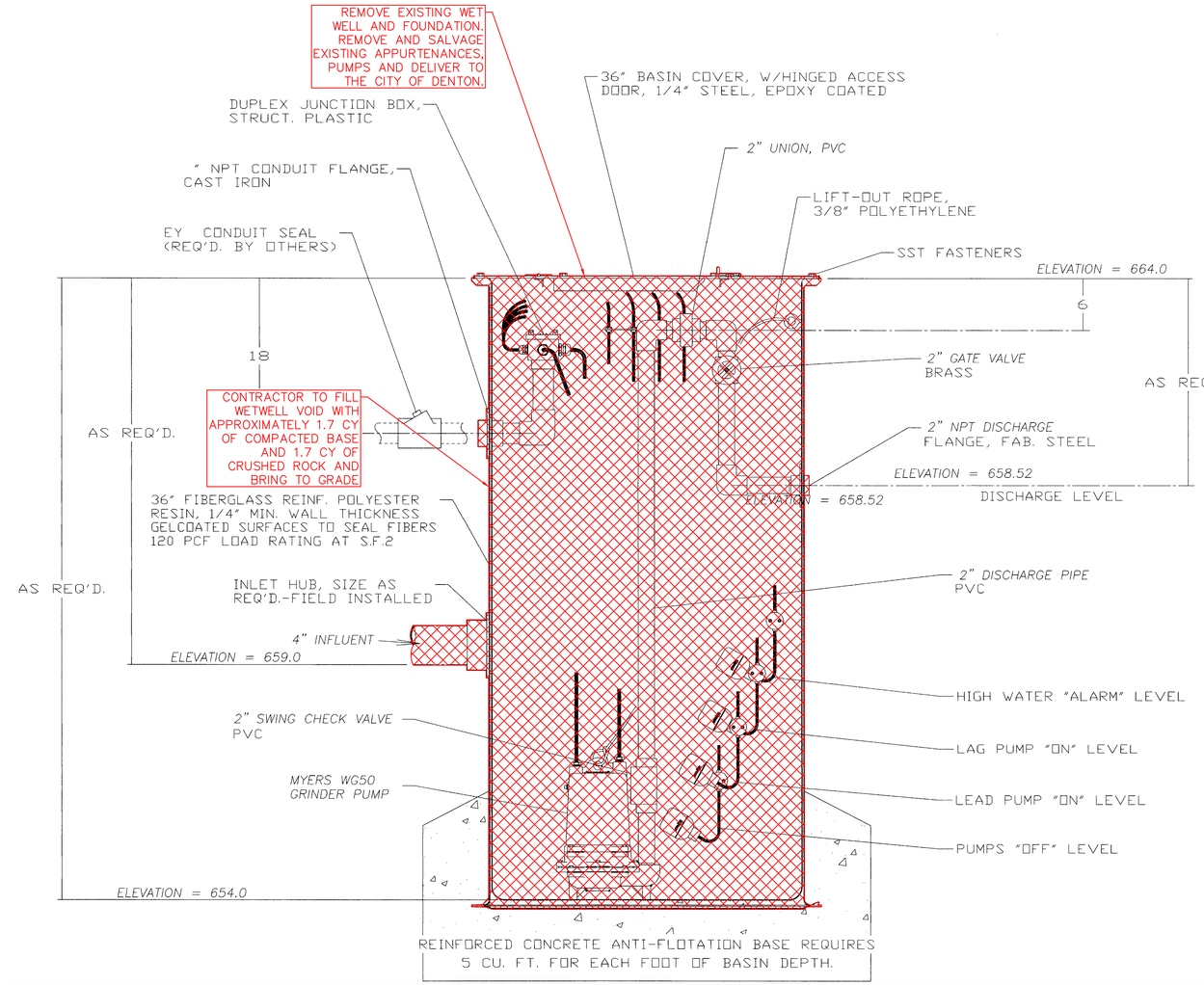
LIFT STATION ABANDONMENT & SALVAGE PLAN

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

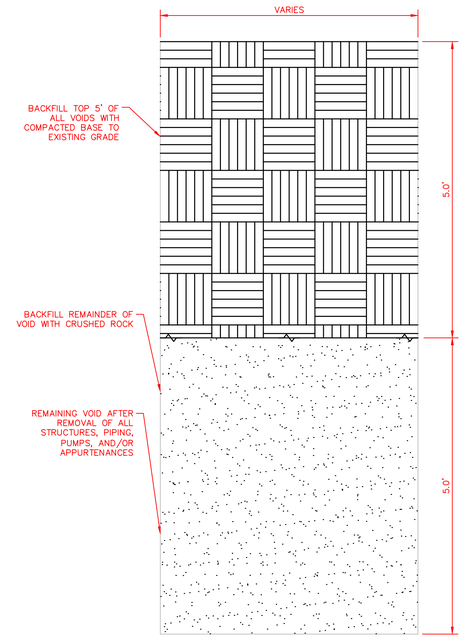
DATE
06/11/25

PROJECT NO.
063248015

SHEET NUMBER
C13.13



SECTION A
SCALE: 1/8" = 1"



1 / C13.14

VOID BACKFILL DETAIL
SCALE: NOT TO SCALE

NOTES:
1. ALL HARDWARE ITEMS ARE TO BE SALVAGED AND DELIVERED TO THE PUBLIC WORKS BUILDING INCLUDING THE CONTROL PANEL.
2. ALL ITEMS REMOVED THAT ARE NOT DELIVERED TO THE PUBLIC WORKS BUILDING SHALL BE PROPERLY DISPOSED OF OFF-SITE.
3. THE DIRECTOR OF PUBLIC WORKS SHALL BE CONSULTED ON WHAT SHALL BE DELIVERED TO THE PUBLIC WORKS BUILDING.
4. ALL PIPING INDICATED TO BE REMOVED SHALL BE PROPERLY DISPOSED OF OFF-SITE.

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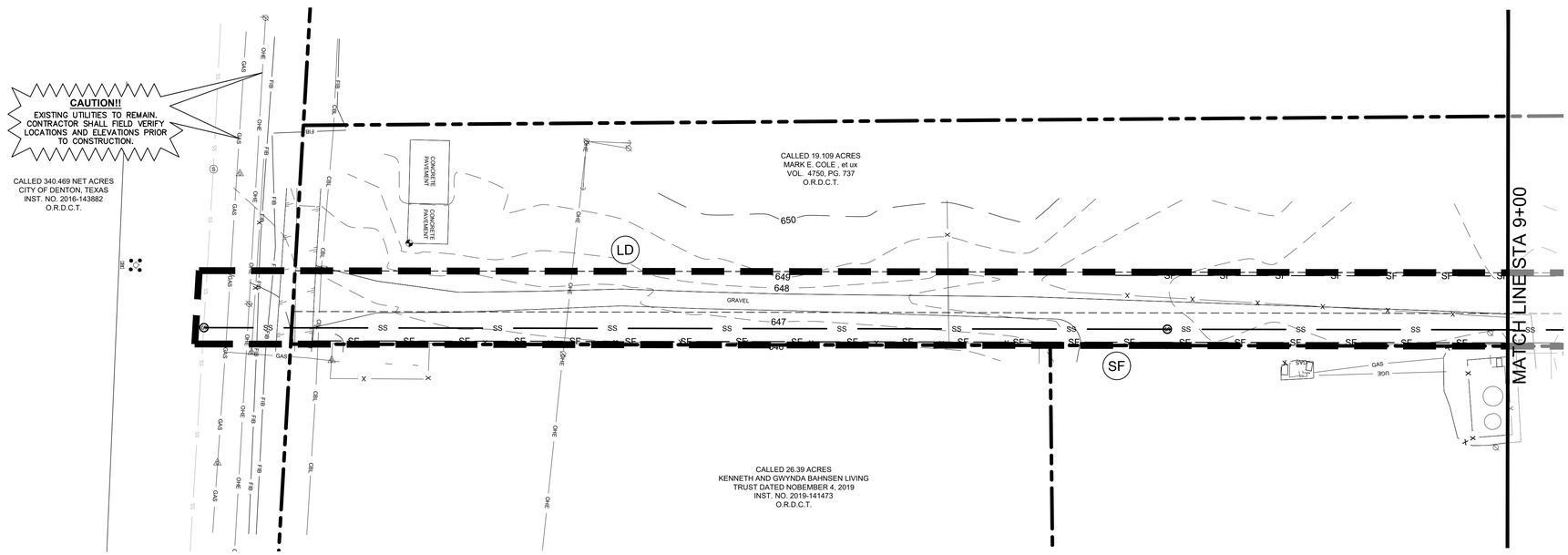
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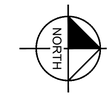
LIFT STATION ABANDONMENT & SALVAGE PLAN

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE: 06/11/25
PROJECT NO.: 063248015
SHEET NUMBER: C13.14

Plotted By:Browning, Mason Date:June 11, 2025 08:40:16am File Path:K:\Fri_civil\063248015 - baker tract offsite sewer\CAD\plansheets\C-Demo.dwg
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GRAPHIC SCALE IN FEET

0 20 40 80

LEGEND

	PROPERTY LINE
475	PROPOSED CONTOUR
475	EXISTING CONTOUR
SF	SILT FENCE
LD	LIMITS OF DISTURBANCE
IP	INLET PROTECTION

EROSION CONTROL SCHEDULE AND PHASING

THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:

PHASE A - GRADING
1. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SILT FENCE, DIKE, AND TREE PROTECTION FENCE ACCORDING TO THE APPROXIMATE LOCATION AND SHOWN ON EROSION CONTROL PLAN NOTES AND DETAIL SHEET.
2. BEGIN CLEARING AND GRADING OF SITE.
3. SEED AND REVEGETATE SLOPES WHERE SHOWN.

PHASE B - UTILITIES
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
2. INSTALL STORM DRAINS, SANITARY SEWER, AND WATER AS SPECIFIED ON PLAN SHEETS.

PHASE C - LANDSCAPING AND SOIL STABILIZATION.
1. REVEGETATE LOT AND PARKWAYS
2. LANDSCAPE CONTRACTOR SHALL REVEGETATE ALL AREAS RESERVED FOR LANDSCAPE VEGETATIVE COVERS.
3. REMOVE EROSION CONTROL DEVICES WHEN MINIMUM 70% GROUND COVER IS ESTABLISHED.
VEGETATION MUST BE ESTABLISHED BEFORE STRUCTURAL CONTROLS REMOVED.

SITE MAP GENERAL NOTES

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS - CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
2. CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT ON ORIGINAL SWPPP OR NOT) DIRECTLY ON THE SITE MAP.
3. TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED. CONTRACTOR SHALL ALSO REFERENCE CIVIL AND LANDSCAPE PLANS SINCE PERMANENT STABILIZATION IS PROVIDED BY LANDSCAPING, THE BUILDING(S), AND SITE PAVING.
4. BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER. FOR EXAMPLE: SILT FENCES LOCATED AT TOE OF SLOPE AND INLET PROTECTION FOR INLETS RECEIVING SEDIMENT FROM SITE RUN-OFF.
5. SANITARY SEWER EFFLUENT IS DISPOSED OF VIA AN ONSITE SEWER SYSTEM CONNECTED TO A MUNICIPAL SEWER SYSTEM.

STANDARD EROSION CONTROL GENERAL NOTES

1. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES ON THE PROJECT.
2. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THIS PROJECT. CHANGES ARE TO BE APPROVED BEFORE CONSTRUCTION BY THE DESIGN ENGINEER AND THE CITY ENGINEERING DIVISION.
3. IF THE EROSION CONTROL PLAN AS APPROVED CANNOT CONTROL EROSION AND OFF-SITE SEDIMENTATION FROM THE PROJECT, THE EROSION CONTROL PLAN WILL BE REQUIRED TO BE REVISED AND/OR ADDITIONAL EROSION CONTROL DEVICES WILL BE REQUIRED ON SITE.
4. INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE DEVICES ARE FUNCTIONING PROPERLY. WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN STONES OR MUD IS BEING TRACKED ONTO A PUBLIC ROADWAY THE AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASHDOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL OFF SITE SEDIMENTATION. PERIODIC RE-GRADING OR THE ADDITION OF NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFICIENCY OF THE INSTALLATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF N.O.I., N.O.T. AND ANY ADDITIONAL INFORMATION REQUIRED BY THE TCEQ CONTRACTOR SHALL COMPLY WITH ALL TCEQ STORMWATER POLLUTION PREVENTION REQUIREMENTS.

VEGETATIVE STABILIZATION REQUIREMENTS

TEMPORARY SEEDING

ALL DISTURBED AREAS WHICH WILL BE LEFT DORMANT FOR GREATER THAN 14 DAYS SHALL BE SEEDED WITH FAST- GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING OPERATIONS. SELECTION OF THE SEED WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED (SEE DESCRIPTIONS IN TABLE 2). REFERENCE LANDSCAPE PLAN FOR PERMANENT STABILIZATION REQUIREMENTS. ALL TEMPORARY SEEDING MATERIALS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO APPLICATION.

TABLE 2
VEGETATION TABLE*

TEMPORARY SEEDING

SPECIES	PLANTING RATE	PLANTING-DATES
CRIMSON CLOVER	7#/ACRE	8/15 - 11/30
MILLET, FOXTAIL	30#/ACRE	5/1 - 8/31
RYEGRASS, ANNUAL	30#/ACRE	8/15 - 9/30
SPRANGLETOP, GREEN	2.5#/ACRE	2/1 - 5/1
TALL FESCUE	7#-10#/1000 SF	9/1 - 10/15

*USE ONLY USDA CERTIFIED SEED.

SURFACE PREPARATION FOR TEMPORARY SEEDING

1. INSTALL EROSION STRUCTURES SUCH AS DIKES, DIVERSIONS, ETC. PRIOR TO SEEDING.
2. FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR LINE BEFORE SEEDING.
3. ENSURE SEED BED IS PULVERIZED, LOOSE, AND UNIFORM.

APPLICATION

1. WHEN HYDROMULCHING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES PRIOR TO APPLICATION.
2. APPLY SEED EVENLY USING PROPER EQUIPMENT AND WATER TO AID VEGETATION GROWTH.
3. EROSION CONTROL NETTING SHALL BE INSTALLED OVER FILL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEEDED TO PROTECT AGAINST EROSION. MULCH (STRAW OR FIBER) SHALL BE USED ON RELATIVELY FLAT SLOPES.

BMP MAINTENANCE SCHEDULE

TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. AGGREGATE PAD SHALL BE WASHED DOWN OR REPLACED WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN THE STONES OR MUD IS BEING TRACKED ONTO THE PUBLIC ROADWAY. RUNOFF FROM WASHDOWN OPERATION SHALL BE FILTERED THROUGH ANOTHER B.M.P. PRIOR TO DRAINING OFF-SITE.

SILT FENCE:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS. SEDIMENT SHALL BE REMOVED FROM BEHIND THE FENCE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. FENCE SHALL BE INSPECTED FOR GAPS AT BASE. INSPECT SUPPORTING POSTS AND FILTER FABRIC. REPLACE IF REQUIRED.

STONE OVERFLOW STRUCTURE:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. SEDIMENT SHALL BE REMOVED FROM THE STORAGE AREA WHEN SEDIMENT DEPTH HAS BUILT UP TO ONE-HALF HEIGHT OF THE STONE OUTLET. REPAIR DISLODGED OR MISSING STONE RIP-RAP AND REPAIR ANY DOWNSTREAM EROSION.

ROCK CHECK DAM:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA UPSTREAM OF THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE DAM HEIGHT. REPAIR DAMAGE TO THE CHANNEL IN THE VICINITY OF THE CHECK DAMS IMMEDIATELY TO PREVENT ADDITIONAL DAMAGE. REPLACE MISSING OR DISLODGED ROCK AS NEEDED TO MAINTAIN THE DESIGN HEIGHT AND CROSS SECTION OF THE CHECK DAM.

CURB INLET/GRATE INLET/WYE INLET:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA SURROUNDING THE INLET/GRATE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE PROTECTION HEIGHT. DEVICE SHALL BE INSPECTED FOR GAPS AT BASE, AND SHALL BE REPLACED AS NEEDED.

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EROSION CONTROL PLAN

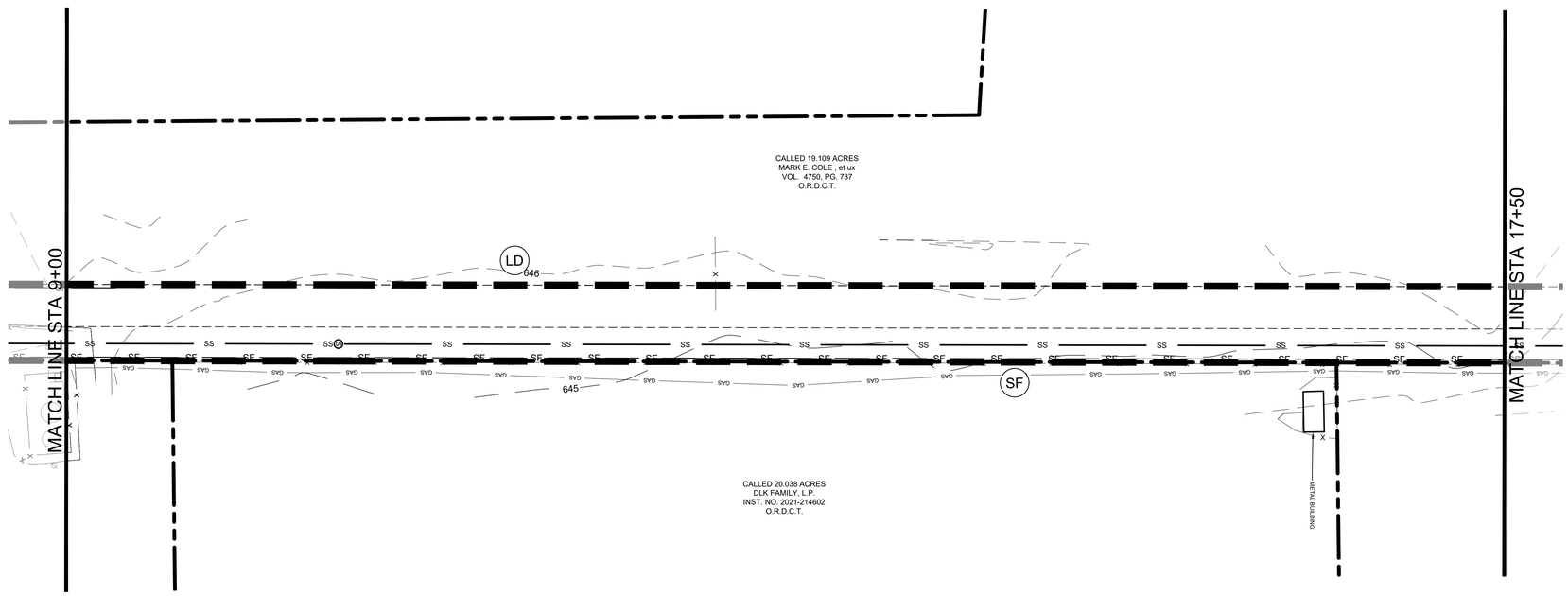
BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25

PROJECT NO.
063248015

SHEET NUMBER
C17.01

Plotted By:Browning Mason Date:June 11, 2025 08:49:36cm File Path:K:\Fri_civil\063248015 - baker tract offsite sewer\CAD\plansheets\C-Eros.dwg
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NORTH

GRAPHIC SCALE IN FEET

0 20 40 80

LEGEND

	PROPERTY LINE
475	PROPOSED CONTOUR
475	EXISTING CONTOUR
SF	SILT FENCE
LD	LIMITS OF DISTURBANCE
IP	INLET PROTECTION

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VEGETATIVE STABILIZATION REQUIREMENTS

TEMPORARY SEEDING

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APPLICATION

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ROCK CHECK DAM:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA UPSTREAM OF THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE DAM HEIGHT. REPAIR DAMAGE TO THE CHANNEL IN THE VICINITY OF THE CHECK DAMS IMMEDIATELY TO PREVENT ADDITIONAL DAMAGE. REPLACE MISSING OR DISLODGED ROCK AS NEEDED TO MAINTAIN THE DESIGN HEIGHT AND CROSS SECTION OF THE CHECK DAM.

CURB INLET/GRATE INLET/WYE INLET:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA SURROUNDING THE INLET/GRATE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE PROTECTION HEIGHT. DEVICE SHALL BE INSPECTED FOR GAPS AT BASE, AND SHALL BE REPLACED AS NEEDED.

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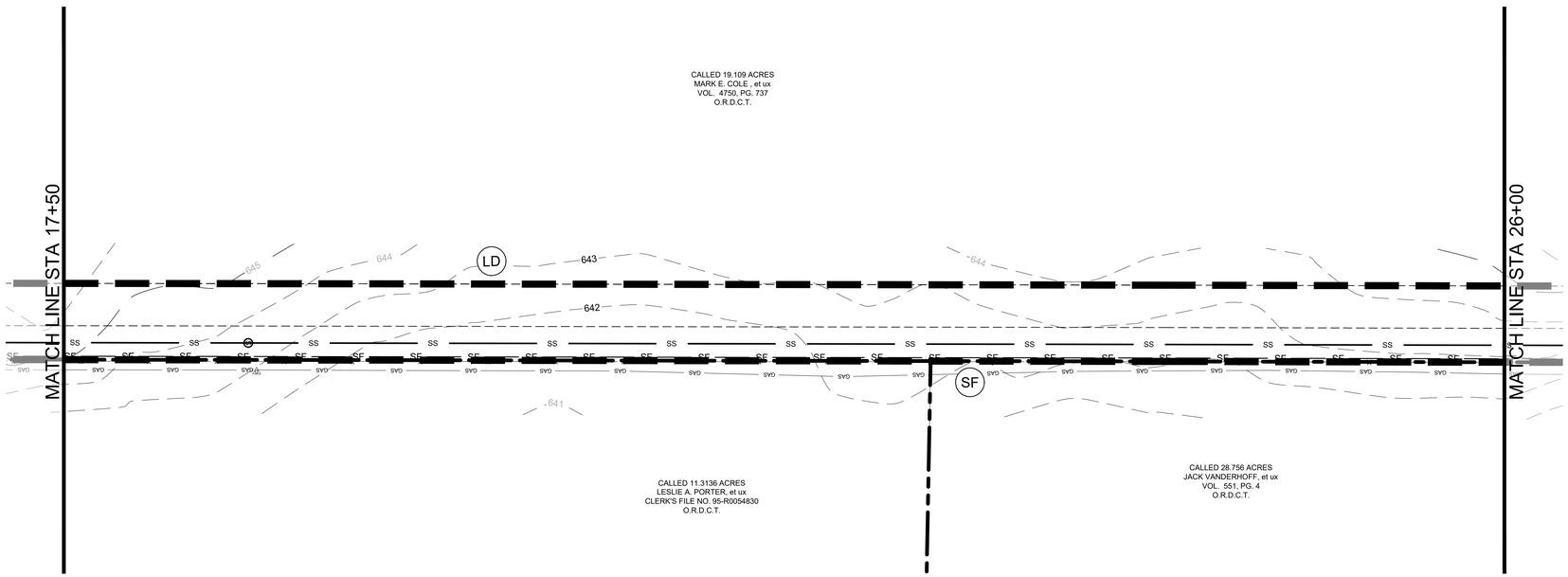
SCALE AS SHOWN
DESIGNED BY JNC
DRAWN BY JNC
CHECKED BY JTH

EROSION CONTROL PLAN

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE 06/11/25
PROJECT NO. 063248015
SHEET NUMBER C17.02

Plotted By:Browning Mason Date:June 11, 2025 08:49:46am File Path:K:\Fri_civil\063248015 - baker tract offsite sewer\CAD\Plansheets\C-Eros.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

	PROPERTY LINE
475	PROPOSED CONTOUR
475	EXISTING CONTOUR
SF	SILT FENCE
LD	LIMITS OF DISTURBANCE
IP	INLET PROTECTION

EROSION CONTROL SCHEDULE AND PHASING

THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:

PHASE A - GRADING
1. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SILT FENCE, DIKE, AND TREE PROTECTION FENCE ACCORDING TO THE APPROXIMATE LOCATION AND SHOWN ON EROSION CONTROL PLAN NOTES AND DETAIL SHEET.
2. BEGIN CLEARING AND GRADING OF SITE.
3. SEED AND REVEGETATE SLOPES WHERE SHOWN.

PHASE B - UTILITIES
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
2. INSTALL STORM DRAINS, SANITARY SEWER, AND WATER AS SPECIFIED ON PLAN SHEETS.

PHASE C - LANDSCAPING AND SOIL STABILIZATION.
1. REVEGETATE LOT AND PARKWAYS
2. LANDSCAPE CONTRACTOR SHALL REVEGETATE ALL AREAS RESERVED FOR LANDSCAPE VEGETATIVE COVERS.
3. REMOVE EROSION CONTROL DEVICES WHEN MINIMUM 70% GROUND COVER IS ESTABLISHED.
VEGETATION MUST BE ESTABLISHED BEFORE STRUCTURAL CONTROLS REMOVED.

SITE MAP GENERAL NOTES

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS - CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
2. CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT ON ORIGINAL SWPPP OR NOT) DIRECTLY ON THE SITE MAP.
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4. BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER. FOR EXAMPLE: SILT FENCES LOCATED AT TOE OF SLOPE AND INLET PROTECTION FOR INLETS RECEIVING SEDIMENT FROM SITE RUN-OFF.
5. SANITARY SEWER EFFLUENT IS DISPOSED OF VIA AN ONSITE SEWER SYSTEM CONNECTED TO A MUNICIPAL SEWER SYSTEM.

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3. IF THE EROSION CONTROL PLAN AS APPROVED CANNOT CONTROL EROSION AND OFF-SITE SEDIMENTATION FROM THE PROJECT, THE EROSION CONTROL PLAN WILL BE REQUIRED TO BE REVISED AND/OR ADDITIONAL EROSION CONTROL DEVICES WILL BE REQUIRED ON SITE.
4. INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE DEVICES ARE FUNCTIONING PROPERLY. WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN STONES OR MUD IS BEING TRACKED ONTO A PUBLIC ROADWAY THE AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASHDOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL OFF SITE SEDIMENTATION. PERIODIC RE-GRADING OR THE ADDITION OF NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFICIENCY OF THE INSTALLATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF N.O.I., N.O.T. AND ANY ADDITIONAL INFORMATION REQUIRED BY THE TCEQ CONTRACTOR SHALL COMPLY WITH ALL TCEQ STORMWATER POLLUTION PREVENTION REQUIREMENTS.

VEGETATIVE STABILIZATION REQUIREMENTS

TEMPORARY SEEDING

ALL DISTURBED AREAS WHICH WILL BE LEFT DORMANT FOR GREATER THAN 14 DAYS SHALL BE SEEDED WITH FAST- GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING OPERATIONS. SELECTION OF THE SEED WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED (SEE DESCRIPTIONS IN TABLE 2). REFERENCE LANDSCAPE PLAN FOR PERMANENT STABILIZATION REQUIREMENTS. ALL TEMPORARY SEEDING MATERIALS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO APPLICATION.

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VEGETATION TABLE*

TEMPORARY SEEDING

SPECIES	PLANTING RATE	PLANTING DATES
CRIMSON CLOVER	7#/ACRE	8/15 - 11/30
MILLET, FOXTAIL	30#/ACRE	5/1 - 8/31
RYEGRASS, ANNUAL	30#/ACRE	8/15 - 9/30
SPRANGLETOP, GREEN	2.5#/ACRE	2/1 - 5/1
TALL FESCUE	7#-10#/1000 SF	9/1 - 10/15

*USE ONLY USDA CERTIFIED SEED.

SURFACE PREPARATION FOR TEMPORARY SEEDING

1. INSTALL EROSION STRUCTURES SUCH AS DIKES, DIVERSIONS, ETC. PRIOR TO SEEDING.
2. FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR LINE BEFORE SEEDING.
3. ENSURE SEED BED IS PULVERIZED, LOOSE, AND UNIFORM.

APPLICATION

1. WHEN HYDROMULCHING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES PRIOR TO APPLICATION.
2. APPLY SEED EVENLY USING PROPER EQUIPMENT AND WATER TO AID VEGETATION GROWTH.
3. EROSION CONTROL NETTING SHALL BE INSTALLED OVER FILL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEEDED TO PROTECT AGAINST EROSION. MULCH (STRAW OR FIBER) SHALL BE USED ON RELATIVELY FLAT SLOPES.

BMP MAINTENANCE SCHEDULE

TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. AGGREGATE PAD SHALL BE WASHED DOWN OR REPLACED WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN THE STONES OR MUD IS BEING TRACKED ONTO THE PUBLIC ROADWAY. RUNOFF FROM WASHDOWN OPERATION SHALL BE FILTERED THROUGH ANOTHER B.M.P. PRIOR TO DRAINING OFF-SITE.

SILT FENCE:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS. SEDIMENT SHALL BE REMOVED FROM BEHIND THE FENCE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. FENCE SHALL BE INSPECTED FOR GAPS AT BASE. INSPECT SUPPORTING POSTS AND FILTER FABRIC. REPLACE IF REQUIRED.

STONE OVERFLOW STRUCTURE:

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No.	REVISIONS	DATE

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STATE OF TEXAS
JOHN HALE
145933
LICENSED PROFESSIONAL ENGINEER
06/11/25

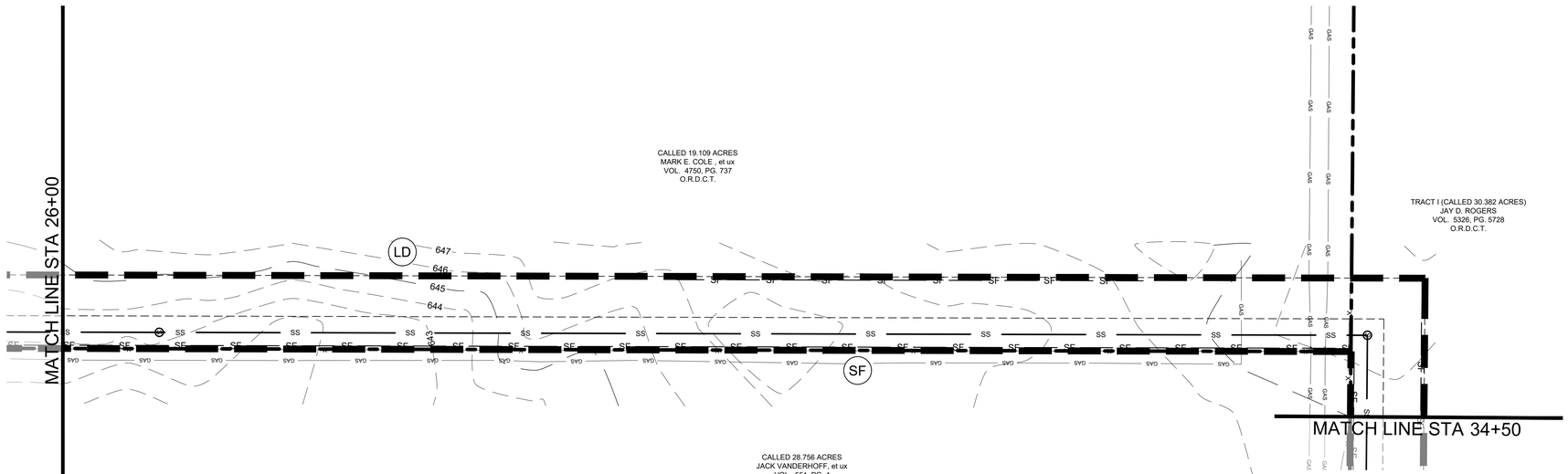
SCALE AS SHOWN
DESIGNED BY JNC
DRAWN BY JNC
CHECKED BY JTH

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

EROSION CONTROL PLAN

DATE 06/11/25
PROJECT NO. 063248015
SHEET NUMBER C17.03

Plotted By:Browning, Mason Date:June 11, 2025 08:40:56am File Path:K:\Frf_Civil\063248015 - baker tract offsite sewer\CAD\plotsheets\C-Eros.dwg
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NORTH

GRAPHIC SCALE IN FEET

0 20 40 80

LEGEND

PROPERTY LINE	
475	PROPOSED CONTOUR
475	EXISTING CONTOUR
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STATE OF TEXAS
JOHN HALE
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LICENSED
PROFESSIONAL ENGINEER
06/11/2025

SCALE
AS SHOWN
DESIGNED BY
JNC
DRAWN BY
JNC
CHECKED BY
JTH

EROSION CONTROL PLAN

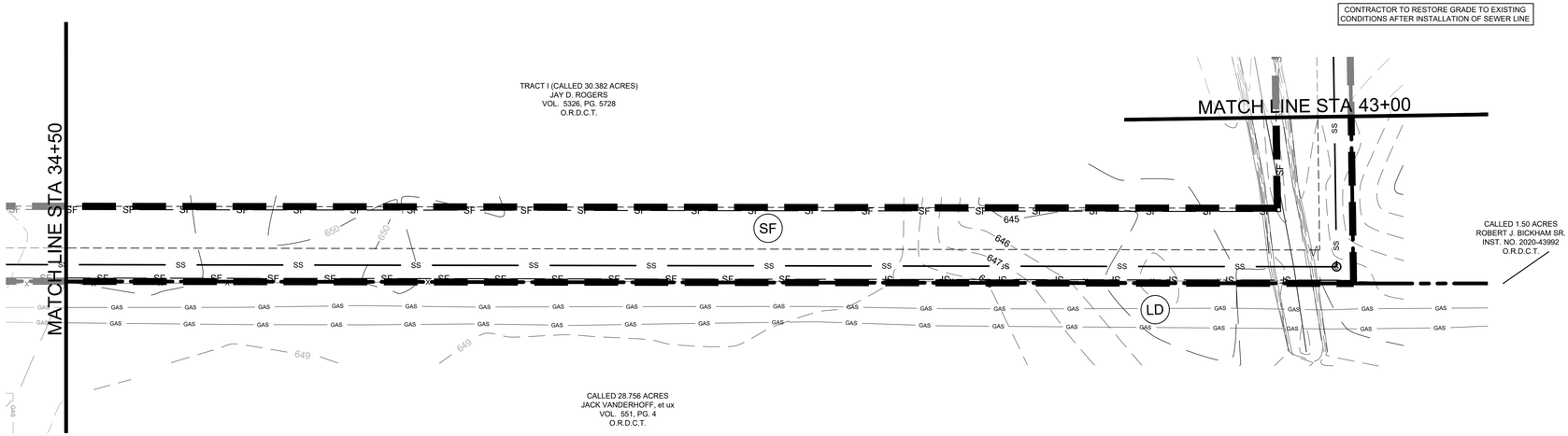
BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25

PROJECT NO.
063248015

SHEET NUMBER
C17.04

Plotted By:Browning, Mason Date:June 11, 2025 08:41:05am File Path:K:\Fri-civil\063248015 - baker tract offsite sewer\CAD\planSheets\C-Eros.dwg
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LEGEND

	PROPERTY LINE
475	PROPOSED CONTOUR
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GRAPHIC SCALE IN FEET
0 20 40 80

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SPRANGLETOP, GREEN	2.5#/ACRE	2/1 - 5/1
TALL FESCUE	7#-10#/1000 SF	9/1 - 10/15

*USE ONLY USDA CERTIFIED SEED.

SURFACE PREPARATION FOR TEMPORARY SEEDING

1. INSTALL EROSION STRUCTURES SUCH AS DIKES, DIVERSIONS, ETC. PRIOR TO SEEDING.
2. FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR LINE BEFORE SEEDING.
3. ENSURE SEED BED IS PULVERIZED, LOOSE, AND UNIFORM.

APPLICATION

1. WHEN HYDROMULCHING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES PRIOR TO APPLICATION.
2. APPLY SEED EVENLY USING PROPER EQUIPMENT AND WATER TO AID VEGETATION GROWTH.
3. EROSION CONTROL NETTING SHALL BE INSTALLED OVER FILL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEEDED TO PROTECT AGAINST EROSION. MULCH (STRAW OR FIBER) SHALL BE USED ON RELATIVELY FLAT SLOPES.

BMP MAINTENANCE SCHEDULE

TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. AGGREGATE PAD SHALL BE WASHED DOWN OR REPLACED WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN THE STONES OR MUD IS BEING TRACKED ONTO THE PUBLIC ROADWAY. RUNOFF FROM WASHDOWN OPERATION SHALL BE FILTERED THROUGH ANOTHER B.M.P. PRIOR TO DRAINING OFF-SITE.

SILT FENCE:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS. SEDIMENT SHALL BE REMOVED FROM BEHIND THE FENCE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. FENCE SHALL BE INSPECTED FOR GAPS AT BASE. INSPECT SUPPORTING POSTS AND FILTER FABRIC. REPLACE IF REQUIRED.

STONE OVERFLOW STRUCTURE:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. SEDIMENT SHALL BE REMOVED FROM THE STORAGE AREA WHEN SEDIMENT DEPTH HAS BUILT UP TO ONE-HALF THE HEIGHT OF THE STONE OUTLET. REPAIR DISLODGED OR MISSING STONE RIP-RAP AND REPAIR ANY DOWNSTREAM EROSION.

ROCK CHECK DAM:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA UPSTREAM OF THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE DAM HEIGHT. REPAIR DAMAGE TO THE CHANNEL IN THE VICINITY OF THE CHECK DAMS IMMEDIATELY TO PREVENT ADDITIONAL DAMAGE. REPLACE MISSING OR DISLODGED ROCK AS NEEDED TO MAINTAIN THE DESIGN HEIGHT AND CROSS SECTION OF THE CHECK DAM.

CURB INLET/GRATE INLET/WYE INLET:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA SURROUNDING THE INLET/GRATE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE PROTECTION HEIGHT. DEVICE SHALL BE INSPECTED FOR GAPS AT BASE, AND SHALL BE REPLACED AS NEEDED.

No.	REVISIONS	DATE

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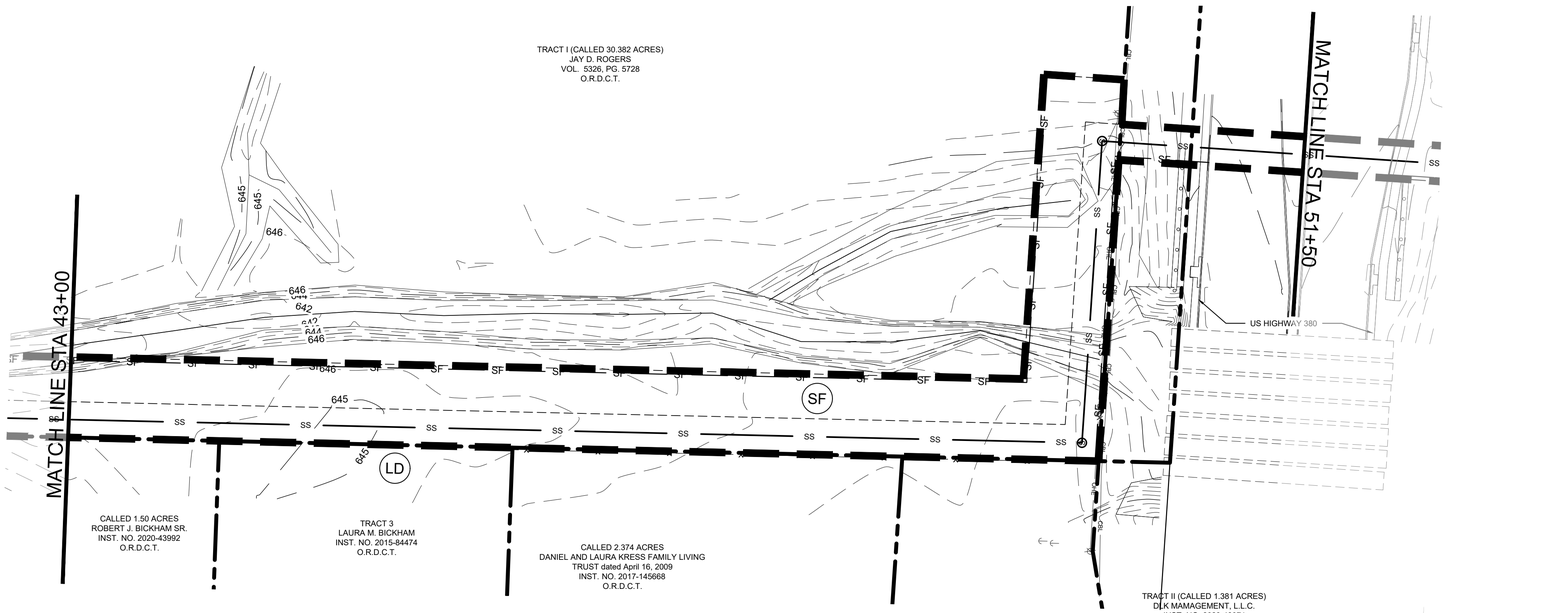
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DESIGNED BY
JNC
DRAWN BY
JNC
CHECKED BY
JTH

EROSION CONTROL PLAN

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25
PROJECT NO.
063248015
SHEET NUMBER
C17.05

Plotted By:Browning Mason Date:June 11, 2025 08:41:15am File Path:K:\Vir_civil\063248015 - baker tract offsite sewer\CAD\plansheets\C-Eros.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

	PROPERTY LINE
475	PROPOSED CONTOUR
475	EXISTING CONTOUR
SF	SILT FENCE
LD	LIMITS OF DISTURBANCE
IP	INLET PROTECTION

EROSION CONTROL SCHEDULE AND PHASING

THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:

PHASE A - GRADING
1. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SILT FENCE, DIKE, AND TREE PROTECTION FENCE ACCORDING TO THE APPROXIMATE LOCATION AND SHOWN ON EROSION CONTROL PLAN NOTES AND DETAIL SHEET.
2. BEGIN CLEARING AND GRADING OF SITE.
3. SEED AND REVEGETATE SLOPES WHERE SHOWN.

PHASE B - UTILITIES
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
2. INSTALL STORM DRAINS, SANITARY SEWER, AND WATER AS SPECIFIED ON PLAN SHEETS.

PHASE C - LANDSCAPING AND SOIL STABILIZATION.
1. REVEGETATE LOT AND PARKWAYS
2. LANDSCAPE CONTRACTOR SHALL REVEGETATE ALL AREAS RESERVED FOR LANDSCAPE VEGETATIVE COVERS.
3. REMOVE EROSION CONTROL DEVICES WHEN MINIMUM 70% GROUND COVER IS ESTABLISHED.
VEGETATION MUST BE ESTABLISHED BEFORE STRUCTURAL CONTROLS REMOVED.

SITE MAP GENERAL NOTES

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS - CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
2. CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT ON ORIGINAL SWPPP OR NOT) DIRECTLY ON THE SITE MAP.
3. TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED. CONTRACTOR SHALL ALSO REFERENCE CIVIL AND LANDSCAPE PLANS SINCE PERMANENT STABILIZATION IS PROVIDED BY LANDSCAPING, THE BUILDING(S), AND SITE PAVING.
4. BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER. FOR EXAMPLE: SILT FENCES LOCATED AT TOE OF SLOPE AND INLET PROTECTION FOR INLETS RECEIVING SEDIMENT FROM SITE RUN-OFF.
5. SANITARY SEWER EFFLUENT IS DISPOSED OF VIA AN ONSITE SEWER SYSTEM CONNECTED TO A MUNICIPAL SEWER SYSTEM.

STANDARD EROSION CONTROL GENERAL NOTES

1. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES ON THE PROJECT.
2. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THIS PROJECT. CHANGES ARE TO BE APPROVED BEFORE CONSTRUCTION BY THE DESIGN ENGINEER AND THE CITY ENGINEERING DIVISION.
3. IF THE EROSION CONTROL PLAN AS APPROVED CANNOT CONTROL EROSION AND OFF-SITE SEDIMENTATION FROM THE PROJECT, THE EROSION CONTROL PLAN WILL BE REQUIRED TO BE REVISED AND/OR ADDITIONAL EROSION CONTROL DEVICES WILL BE REQUIRED ON SITE.
4. INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE DEVICES ARE FUNCTIONING PROPERLY. WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN STONES OR MUD IS BEING TRACKED ONTO A PUBLIC ROADWAY THE AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASHDOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL OFF SITE SEDIMENTATION. PERIODIC RE-GRADING OR THE ADDITION OF NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFICIENCY OF THE INSTALLATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF N.O.I., N.O.T. AND ANY ADDITIONAL INFORMATION REQUIRED BY THE TCEQ CONTRACTOR SHALL COMPLY WITH ALL TCEQ STORMWATER POLLUTION PREVENTION REQUIREMENTS.

VEGETATIVE STABILIZATION REQUIREMENTS

TEMPORARY SEEDING

ALL DISTURBED AREAS WHICH WILL BE LEFT DORMANT FOR GREATER THAN 14 DAYS SHALL BE SEEDED WITH FAST- GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING OPERATIONS. SELECTION OF THE SEED WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED (SEE DESCRIPTIONS IN TABLE 2). REFERENCE LANDSCAPE PLAN FOR PERMANENT STABILIZATION REQUIREMENTS. ALL TEMPORARY SEEDING MATERIALS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO APPLICATION.

TABLE 2
VEGETATION TABLE*

TEMPORARY SEEDING

SPECIES	PLANTING RATE	PLANTING DATES
CRIMSON CLOVER	7#/ACRE	8/15 - 11/30
MILLET, FOXTAIL	30#/ACRE	5/1 - 8/31
RYEGRASS, ANNUAL	30#/ACRE	8/15 - 9/30
SPRANGLETOP, GREEN	2.5#/ACRE	2/1 - 5/1
TALL FESCUE	7#-10#/1000 SF	9/1 - 10/15

*USE ONLY USDA CERTIFIED SEED.

SURFACE PREPARATION FOR TEMPORARY SEEDING

1. INSTALL EROSION STRUCTURES SUCH AS DIKES, DIVERSIONS, ETC. PRIOR TO SEEDING.
2. FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR LINE BEFORE SEEDING.
3. ENSURE SEED BED IS PULVERIZED, LOOSE, AND UNIFORM.

APPLICATION

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3. EROSION CONTROL NETTING SHALL BE INSTALLED OVER FILL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEEDED TO PROTECT AGAINST EROSION. MULCH (STRAW OR FIBER) SHALL BE USED ON RELATIVELY FLAT SLOPES.

BMP MAINTENANCE SCHEDULE

TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT:

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INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS. SEDIMENT SHALL BE REMOVED FROM BEHIND THE FENCE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. FENCE SHALL BE INSPECTED FOR GAPS AT BASE. INSPECT SUPPORTING POSTS AND FILTER FABRIC. REPLACE IF REQUIRED.

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INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. SEDIMENT SHALL BE REMOVED FROM THE STORAGE AREA WHEN SEDIMENT DEPTH HAS BUILT UP TO ONE-HALF THE HEIGHT OF THE STONE OUTLET. REPAIR DISLODGED OR MISSING STONE RIP-RAP AND REPAIR ANY DOWNSTREAM EROSION.

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INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA UPSTREAM OF THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE DAM HEIGHT. REPAIR DAMAGE TO THE CHANNEL IN THE VICINITY OF THE CHECK DAMS IMMEDIATELY TO PREVENT ADDITIONAL DAMAGE. REPLACE MISSING OR DISLODGED ROCK AS NEEDED TO MAINTAIN THE DESIGN HEIGHT AND CROSS SECTION OF THE CHECK DAM.

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06/11/2025

SCALE
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EROSION CONTROL PLAN

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

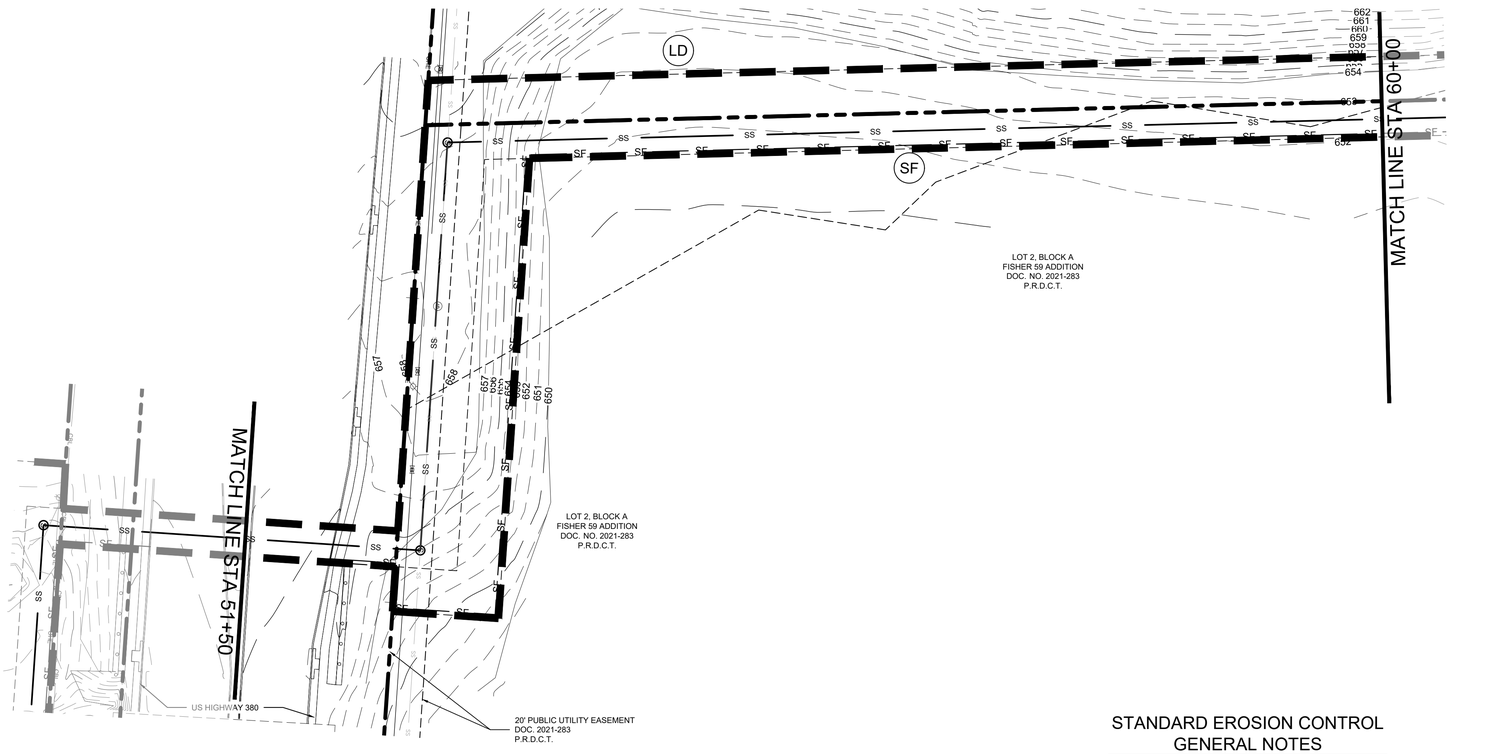
DATE
06/11/25

PROJECT NO.
063248015

SHEET NUMBER
C17.06

Plotted By:Browning, Mason Date:June 11, 2025 08:41:25am File Path:K:\Fri-Civil\063248015 - baker tract offsite sewer\CAD\plansheets\C-Eros.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

	PROPERTY LINE
475	PROPOSED CONTOUR
475	EXISTING CONTOUR
SF	SILT FENCE
LD	LIMITS OF DISTURBANCE
IP	INLET PROTECTION

EROSION CONTROL SCHEDULE AND PHASING

THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:

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3. SEED AND REVEGETATE SLOPES WHERE SHOWN.

PHASE B - UTILITIES
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VEGETATIVE STABILIZATION REQUIREMENTS

TEMPORARY SEEDING

ALL DISTURBED AREAS WHICH WILL BE LEFT DORMANT FOR GREATER THAN 14 DAYS SHALL BE SEEDED WITH FAST- GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING OPERATIONS. SELECTION OF THE SEED WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED (SEE DESCRIPTIONS IN TABLE 2). REFERENCE LANDSCAPE PLAN FOR PERMANENT STABILIZATION REQUIREMENTS. ALL TEMPORARY SEEDING MATERIALS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO APPLICATION.

TABLE 2
VEGETATION TABLE*

TEMPORARY SEEDING

SPECIES	PLANTING RATE	PLANTING-DATES
CRIMSON CLOVER	7#/ACRE	9/15 - 11/30
MILLET, FOXTAIL	30#/ACRE	5/1 - 8/31
RYEGRASS, ANNUAL	30#/ACRE	8/15 - 9/30
SPRANGLETOP, GREEN	2.5#/ACRE	2/1 - 5/1
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SURFACE PREPARATION FOR TEMPORARY SEEDING

1. INSTALL EROSION STRUCTURES SUCH AS DIKES, DIVERSIONS, ETC. PRIOR TO SEEDING.
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APPLICATION

1. WHEN HYDROMULCHING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES PRIOR TO APPLICATION.
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STONE OVERFLOW STRUCTURE:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. SEDIMENT SHALL BE REMOVED FROM THE STORAGE AREA WHEN SEDIMENT DEPTH HAS BUILT UP TO ONE-HALF THE HEIGHT OF THE STONE OUTLET. REPAIR DISLODGED OR MISSING STONE RIP-RAP AND REPAIR ANY DOWNSTREAM EROSION.

ROCK CHECK DAM:

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TEXAS REGISTERED ENGINEERING FIRM F-928

STATE OF TEXAS
JOHN HALE
145933
LICENSED PROFESSIONAL ENGINEER
06/11/2025

SCALE: AS SHOWN
DESIGNED BY JNC
DRAWN BY JNC
CHECKED BY JTH

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

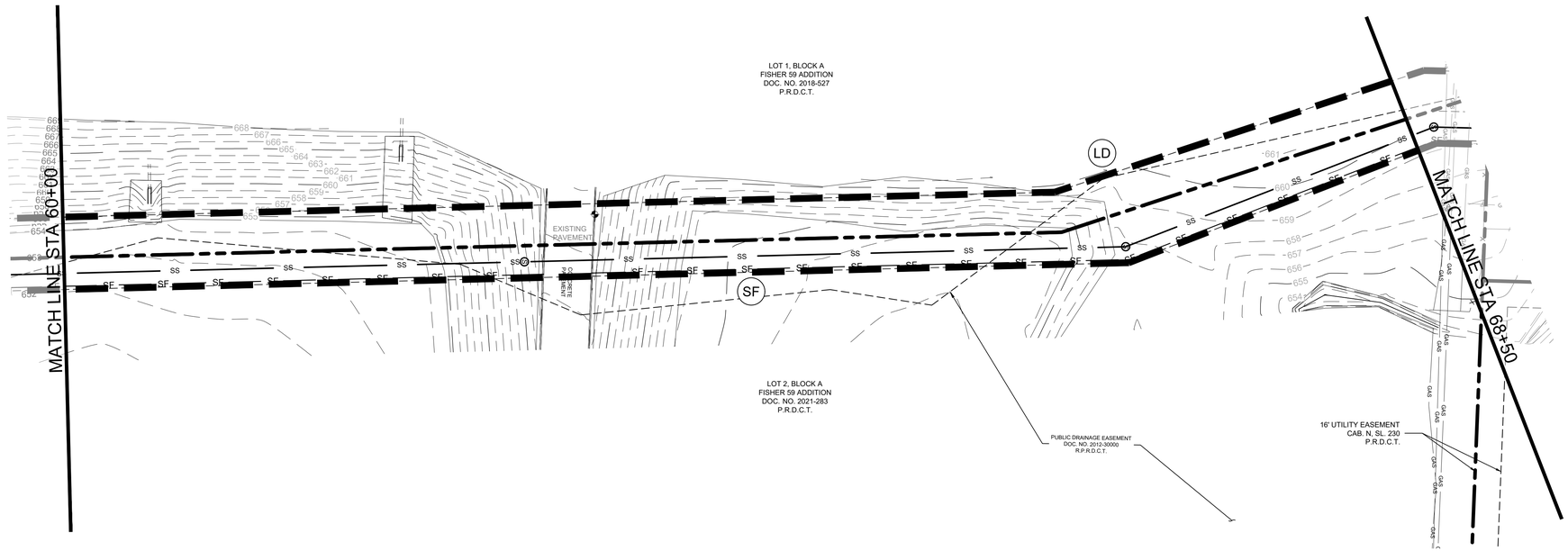
EROSION CONTROL PLAN

DATE 06/11/25

PROJECT NO. 063248015

SHEET NUMBER C17.07

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NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

	PROPERTY LINE
475	PROPOSED CONTOUR
475	EXISTING CONTOUR
SF	SILT FENCE
LD	LIMITS OF DISTURBANCE
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THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:

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2. BEGIN CLEARING AND GRADING OF SITE.
3. SEED AND REVEGETATE SLOPES WHERE SHOWN.

PHASE B - UTILITIES
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
2. INSTALL STORM DRAINS, SANITARY SEWER, AND WATER AS SPECIFIED ON PLAN SHEETS.

PHASE C - LANDSCAPING AND SOIL STABILIZATION.
1. REVEGETATE LOT AND PARKWAYS
2. LANDSCAPE CONTRACTOR SHALL REVEGETATE ALL AREAS RESERVED FOR LANDSCAPE VEGETATIVE COVERS.
3. REMOVE EROSION CONTROL DEVICES WHEN MINIMUM 70% GROUND COVER IS ESTABLISHED.
VEGETATION MUST BE ESTABLISHED BEFORE STRUCTURAL CONTROLS REMOVED.

SITE MAP GENERAL NOTES

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS - CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
2. CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT ON ORIGINAL SWPPP OR NOT) DIRECTLY ON THE SITE MAP.
3. TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED. CONTRACTOR SHALL ALSO REFERENCE CIVIL AND LANDSCAPE PLANS SINCE PERMANENT STABILIZATION IS PROVIDED BY LANDSCAPING, THE BUILDING(S), AND SITE PAVING.
4. BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER. FOR EXAMPLE: SILT FENCES LOCATED AT TOE OF SLOPE AND INLET PROTECTION FOR INLETS RECEIVING SEDIMENT FROM SITE RUN-OFF.
5. SANITARY SEWER EFFLUENT IS DISPOSED OF VIA AN ONSITE SEWER SYSTEM CONNECTED TO A MUNICIPAL SEWER SYSTEM.

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1. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES ON THE PROJECT.
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3. IF THE EROSION CONTROL PLAN AS APPROVED CANNOT CONTROL EROSION AND OFF-SITE SEDIMENTATION FROM THE PROJECT, THE EROSION CONTROL PLAN WILL BE REQUIRED TO BE REVISED AND/OR ADDITIONAL EROSION CONTROL DEVICES WILL BE REQUIRED ON SITE.
4. INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE DEVICES ARE FUNCTIONING PROPERLY. WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN STONES OR MUD IS BEING TRACKED ONTO A PUBLIC ROADWAY THE AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASHDOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL OFF SITE SEDIMENTATION. PERIODIC RE-GRADING OR THE ADDITION OF NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFICIENCY OF THE INSTALLATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF N.O.I., N.O.T. AND ANY ADDITIONAL INFORMATION REQUIRED BY THE TCEQ. CONTRACTOR SHALL COMPLY WITH ALL TCEQ STORMWATER POLLUTION PREVENTION REQUIREMENTS.

VEGETATIVE STABILIZATION REQUIREMENTS

TEMPORARY SEEDING

ALL DISTURBED AREAS WHICH WILL BE LEFT DORMANT FOR GREATER THAN 14 DAYS SHALL BE SEEDED WITH FAST- GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING OPERATIONS. SELECTION OF THE SEED WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED (SEE DESCRIPTIONS IN TABLE 2). REFERENCE LANDSCAPE PLAN FOR PERMANENT STABILIZATION REQUIREMENTS. ALL TEMPORARY SEEDING MATERIALS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO APPLICATION.

TABLE 2
VEGETATION TABLE*

TEMPORARY SEEDING

SPECIES	PLANTING RATE	PLANTING DATES
CRIMSON CLOVER	7#/ACRE	9/15 - 11/30
MILLET, FOXTAIL	30#/ACRE	5/1 - 8/31
RYEGRASS, ANNUAL	30#/ACRE	8/15 - 9/30
SPRANGLETOP, GREEN	2.5#/ACRE	2/1 - 5/1
TALL FESCUE	7#-10#/1000 SF	9/1 - 10/15

*USE ONLY USDA CERTIFIED SEED.

SURFACE PREPARATION FOR TEMPORARY SEEDING

1. INSTALL EROSION STRUCTURES SUCH AS DIKES, DIVERSIONS, ETC. PRIOR TO SEEDING.

2. FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR LINE BEFORE SEEDING.

3. ENSURE SEED BED IS PULVERIZED, LOOSE, AND UNIFORM.

APPLICATION

1. WHEN HYDROMULCHING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES PRIOR TO APPLICATION.

2. APPLY SEED EVENLY USING PROPER EQUIPMENT AND WATER TO AID VEGETATION GROWTH.

3. EROSION CONTROL NETTING SHALL BE INSTALLED OVER FILL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEEDED TO PROTECT AGAINST EROSION. MULCH (STRAW OR FIBER) SHALL BE USED ON RELATIVELY FLAT SLOPES.

BMP MAINTENANCE SCHEDULE

TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. AGGREGATE PAD SHALL BE WASHED DOWN OR REPLACED WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN THE STONES OR MUD IS BEING TRACKED ONTO THE PUBLIC ROADWAY. RUNOFF FROM WASHDOWN OPERATION SHALL BE FILTERED THROUGH ANOTHER B.M.P. PRIOR TO DRAINING OFF-SITE.

SILT FENCE:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS. SEDIMENT SHALL BE REMOVED FROM BEHIND THE FENCE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. FENCE SHALL BE INSPECTED FOR GAPS AT BASE. INSPECT SUPPORTING POSTS AND FILTER FABRIC. REPLACE IF REQUIRED.

STONE OVERFLOW STRUCTURE:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. SEDIMENT SHALL BE REMOVED FROM THE STORAGE AREA WHEN SEDIMENT DEPTH HAS BUILT UP TO ONE-HALF THE HEIGHT OF THE STONE OUTLET. REPAIR DISLODGED OR MISSING STONE RIP-RAP AND REPAIR ANY DOWNSTREAM EROSION.

ROCK CHECK DAM:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA UPSTREAM OF THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE DAM HEIGHT. REPAIR DAMAGE TO THE CHANNEL IN THE VICINITY OF THE CHECK DAMS IMMEDIATELY TO PREVENT ADDITIONAL DAMAGE. REPLACE MISSING OR DISLODGED ROCK AS NEEDED TO MAINTAIN THE DESIGN HEIGHT AND CROSS SECTION OF THE CHECK DAM.

CURB INLET/GRATE INLET/WYE INLET:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA SURROUNDING THE INLET/GRATE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE PROTECTION HEIGHT. DEVICE SHALL BE INSPECTED FOR GAPS AT BASE, AND SHALL BE REPLACED AS NEEDED.

No.	REVISIONS	DATE

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TEXAS REGISTERED ENGINEERING FIRM F-928

STATE OF TEXAS
JOHN HALE
145933
LICENSED PROFESSIONAL ENGINEER
06/11/2025

SCALE: AS SHOWN
DESIGNED BY JNC
DRAWN BY JNC
CHECKED BY JTH

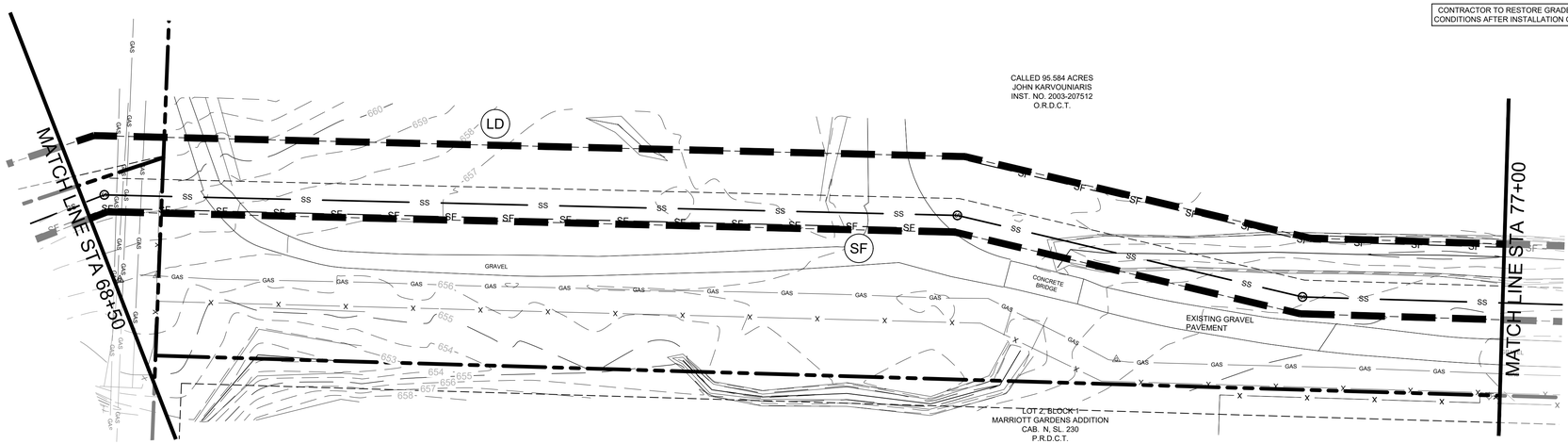
EROSION CONTROL PLAN

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25

PROJECT NO.
063248015

SHEET NUMBER
C17.08



NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

	PROPERTY LINE
475	PROPOSED CONTOUR
475	EXISTING CONTOUR
SF (SF)	SILT FENCE
(LD)	LIMITS OF DISTURBANCE
(IP)	INLET PROTECTION

EROSION CONTROL SCHEDULE AND PHASING

THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:

PHASE A - GRADING
1. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SILT FENCE, DIKE, AND TREE PROTECTION FENCE ACCORDING TO THE APPROXIMATE LOCATION AND SHOWN ON EROSION CONTROL PLAN NOTES AND DETAIL SHEET.
2. BEGIN CLEARING AND GRADING OF SITE.
3. SEED AND REVEGETATE SLOPES WHERE SHOWN.

PHASE B - UTILITIES
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
2. INSTALL STORM DRAINS, SANITARY SEWER, AND WATER AS SPECIFIED ON PLAN SHEETS.

PHASE C - LANDSCAPING AND SOIL STABILIZATION.
1. REVEGETATE LOT AND PARKWAYS
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VEGETATION TABLE*

TEMPORARY SEEDING

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No.	REVISIONS	DATE

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STATE OF TEXAS
JOHN HALE
145933
LICENSED
PROFESSIONAL ENGINEER
06/11/25

SCALE
AS SHOWN
DESIGNED BY
JNC
DRAWN BY
JNC
CHECKED BY
JTH

EROSION CONTROL PLAN

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

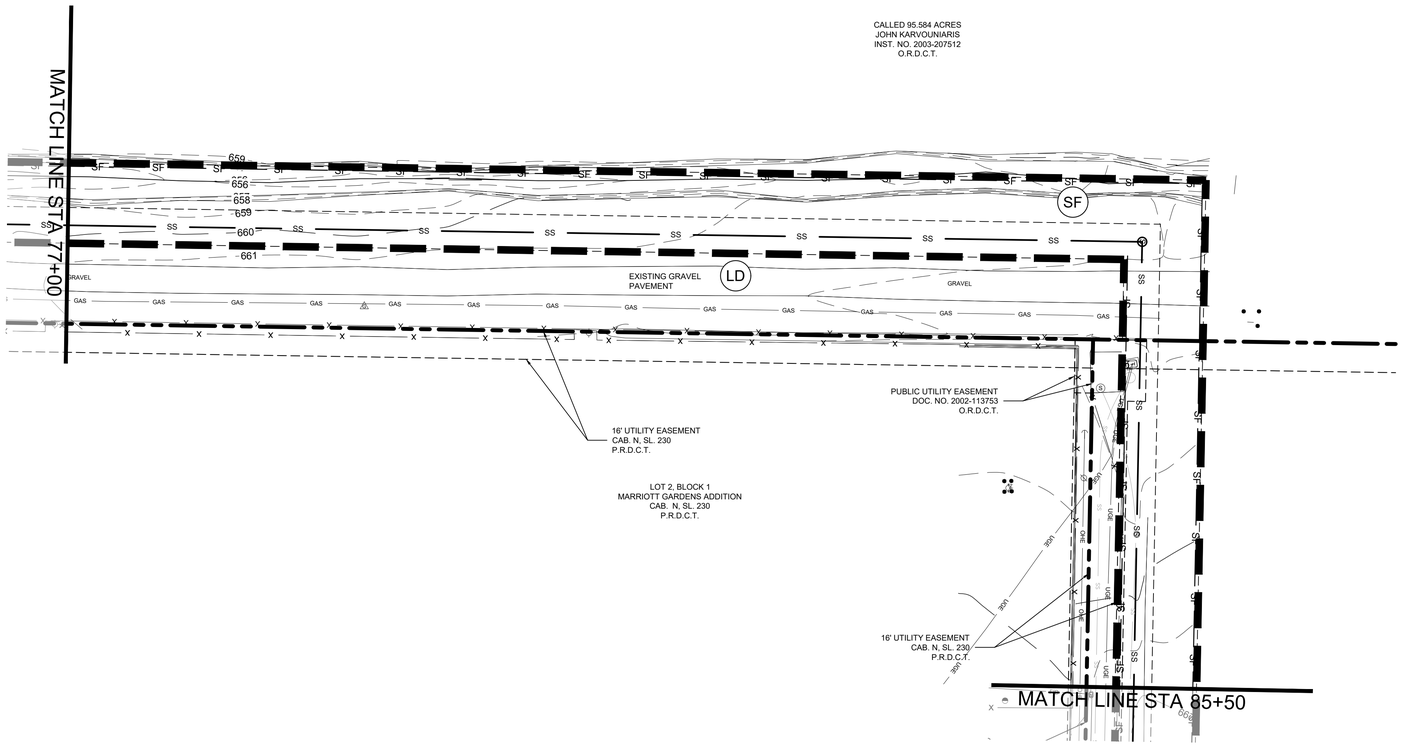
DATE
06/11/25

PROJECT NO.
063248015

SHEET NUMBER
C17.09

Plotted By:Browning, Mason Date:June 11, 2025 08:41:55am File Path:K:\Frc_civil\063248015 - baker tract offsite sewer\CAD\plansheets\C-Eros.dwg
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Plotted By:Browning, Mason Date:June 11, 2025 08:42:04am File Path:K:\Fri_Civil\063248015 - baker tract offsite sewer\CAD\plansheets\C-Eros.dwg
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GRAPHIC SCALE IN FEET

0 20 40 80

LEGEND

	PROPERTY LINE
475	PROPOSED CONTOUR
475	EXISTING CONTOUR
SF	SILT FENCE
LD	LIMITS OF DISTURBANCE
IP	INLET PROTECTION

EROSION CONTROL SCHEDULE AND PHASING

THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:

PHASE A - GRADING
1. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SILT FENCE, DIKE, AND TREE PROTECTION FENCE ACCORDING TO THE APPROXIMATE LOCATION AND SHOWN ON EROSION CONTROL PLAN NOTES AND DETAIL SHEET.
2. BEGIN CLEARING AND GRADING OF SITE.
3. SEED AND REVEGETATE SLOPES WHERE SHOWN.

PHASE B - UTILITIES
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
2. INSTALL STORM DRAINS, SANITARY SEWER, AND WATER AS SPECIFIED ON PLAN SHEETS.

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1. REVEGETATE LOT AND PARKWAYS
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5. SANITARY SEWER EFFLUENT IS DISPOSED OF VIA AN ONSITE SEWER SYSTEM CONNECTED TO A MUNICIPAL SEWER SYSTEM.

CONTRACTOR TO RESTORE GRADE TO EXISTING CONDITIONS AFTER INSTALLATION OF SEWER LINE

STANDARD EROSION CONTROL GENERAL NOTES

1. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES ON THE PROJECT.
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VEGETATIVE STABILIZATION REQUIREMENTS

TEMPORARY SEEDING

ALL DISTURBED AREAS WHICH WILL BE LEFT DORMANT FOR GREATER THAN 14 DAYS SHALL BE SEEDED WITH FAST- GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING OPERATIONS. SELECTION OF THE SEED WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED (SEE DESCRIPTIONS IN TABLE 2). REFERENCE LANDSCAPE PLAN FOR PERMANENT STABILIZATION REQUIREMENTS. ALL TEMPORARY SEEDING MATERIALS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO APPLICATION.

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VEGETATION TABLE*

TEMPORARY SEEDING

SPECIES	PLANTING RATE	PLANTING DATES
CRIMSON CLOVER	7#/ACRE	9/15 - 11/30
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TALL FESCUE	7#-10#/1000 SF	9/1 - 10/15

*USE ONLY USDA CERTIFIED SEED.

SURFACE PREPARATION FOR TEMPORARY SEEDING

1. INSTALL EROSION STRUCTURES SUCH AS DIKES, DIVERSIONS, ETC. PRIOR TO SEEDING.
2. FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR LINE BEFORE SEEDING.
3. ENSURE SEED BED IS PULVERIZED, LOOSE, AND UNIFORM.

APPLICATION

1. WHEN HYDROMULCHING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES PRIOR TO APPLICATION.
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INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS. SEDIMENT SHALL BE REMOVED FROM BEHIND THE FENCE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. FENCE SHALL BE INSPECTED FOR GAPS AT BASE. INSPECT SUPPORTING POSTS AND FILTER FABRIC. REPLACE IF REQUIRED.

STONE OVERFLOW STRUCTURE:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. SEDIMENT SHALL BE REMOVED FROM THE STORAGE AREA WHEN SEDIMENT DEPTH HAS BUILT UP TO ONE-HALF THE HEIGHT OF THE STONE OUTLET. REPAIR DISLODGED OR MISSING STONE RIP-RAP AND REPAIR ANY DOWNSTREAM EROSION.

ROCK CHECK DAM:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA UPSTREAM OF THE DAM WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE DAM HEIGHT. REPAIR DAMAGE TO THE CHANNEL IN THE VICINITY OF THE CHECK DAMS IMMEDIATELY TO PREVENT ADDITIONAL DAMAGE. REPLACE MISSING OR DISLODGED ROCK AS NEEDED TO MAINTAIN THE DESIGN HEIGHT AND CROSS SECTION OF THE CHECK DAM.

CURB INLET/GRATE INLET/WYE INLET:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER ALL RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA SURROUNDING THE INLET/GRATE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-HALF OF THE PROTECTION HEIGHT. DEVICE SHALL BE INSPECTED FOR GAPS AT BASE, AND SHALL BE REPLACED AS NEEDED.

No.	REVISIONS	DATE

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PROFESSIONAL ENGINEER
06/11/2025

SCALE: AS SHOWN
DESIGNED BY JNC
DRAWN BY JNC
CHECKED BY JTH

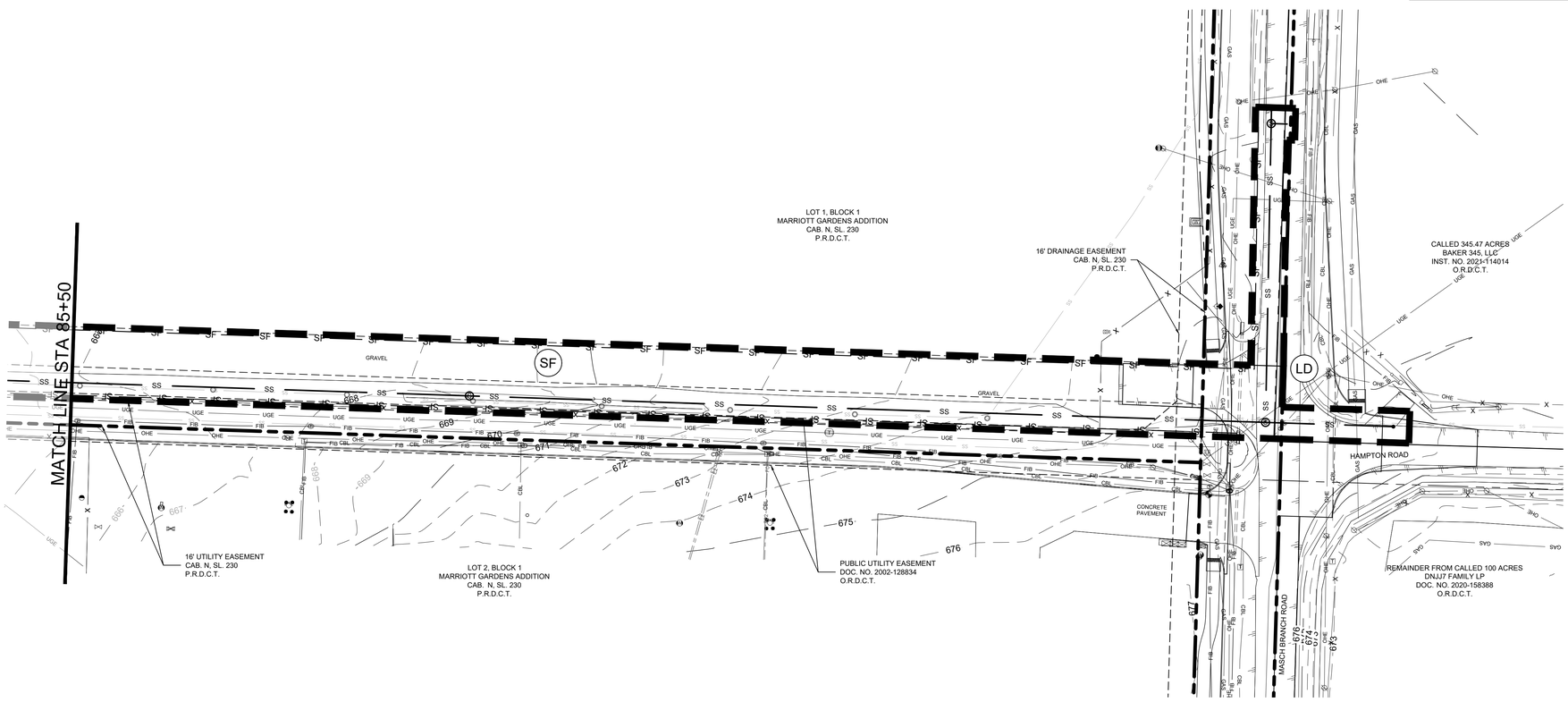
EROSION CONTROL PLAN

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25

PROJECT NO.
063248015

SHEET NUMBER
C17.10



CONTRACTOR TO RESTORE GRADE TO EXISTING CONDITIONS AFTER INSTALLATION OF SEWER LINE

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

	PROPERTY LINE
475	PROPOSED CONTOUR
475	EXISTING CONTOUR
SF	SILT FENCE
LD	LIMITS OF DISTURBANCE
IP	INLET PROTECTION

EROSION CONTROL SCHEDULE AND PHASING

THE PROJECT SHALL GENERALLY CONFORM TO THE FOLLOWING:

PHASE A - GRADING
1. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE, SILT FENCE, DIKE, AND TREE PROTECTION FENCE ACCORDING TO THE APPROXIMATE LOCATION AND SHOWN ON EROSION CONTROL PLAN NOTES AND DETAIL SHEET.
2. BEGIN CLEARING AND GRADING OF SITE.
3. SEED AND REVEGETATE SLOPES WHERE SHOWN.

PHASE B - UTILITIES
1. KEEP ALL STORM WATER POLLUTION PREVENTION MEASURES IN PLACE.
2. INSTALL STORM DRAINS, SANITARY SEWER, AND WATER AS SPECIFIED ON PLAN SHEETS.

PHASE C - LANDSCAPING AND SOIL STABILIZATION.
1. REVEGETATE LOT AND PARKWAYS
2. LANDSCAPE CONTRACTOR SHALL REVEGETATE ALL AREAS RESERVED FOR LANDSCAPE VEGETATIVE COVERS.
3. REMOVE EROSION CONTROL DEVICES WHEN MINIMUM 70% GROUND COVER IS ESTABLISHED.
VEGETATION MUST BE ESTABLISHED BEFORE STRUCTURAL CONTROLS REMOVED.

SITE MAP GENERAL NOTES

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS - CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
2. CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT ON ORIGINAL SWPPP OR NOT) DIRECTLY ON THE SITE MAP.
3. TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED. CONTRACTOR SHALL ALSO REFERENCE CIVIL AND LANDSCAPE PLANS SINCE PERMANENT STABILIZATION IS PROVIDED BY LANDSCAPING, THE BUILDING(S), AND SITE PAVING.
4. BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER. FOR EXAMPLE: SILT FENCES LOCATED AT TOE OF SLOPE AND INLET PROTECTION FOR INLETS RECEIVING SEDIMENT FROM SITE RUN-OFF.
5. SANITARY SEWER EFFLUENT IS DISPOSED OF VIA AN ONSITE SEWER SYSTEM CONNECTED TO A MUNICIPAL SEWER SYSTEM.

STANDARD EROSION CONTROL GENERAL NOTES

1. EROSION CONTROL DEVICES SHOWN ON THIS PLAN SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES ON THE PROJECT.
2. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THIS PROJECT. CHANGES ARE TO BE APPROVED BEFORE CONSTRUCTION BY THE DESIGN ENGINEER AND THE CITY ENGINEERING DIVISION.
3. IF THE EROSION CONTROL PLAN AS APPROVED CANNOT CONTROL EROSION AND OFF-SITE SEDIMENTATION FROM THE PROJECT, THE EROSION CONTROL PLAN WILL BE REQUIRED TO BE REVISED AND/OR ADDITIONAL EROSION CONTROL DEVICES WILL BE REQUIRED ON SITE.
4. INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO INSURE THAT THE DEVICES ARE FUNCTIONING PROPERLY. WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN STONES OR MUD IS BEING TRACKED ONTO A PUBLIC ROADWAY THE AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASHDOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL OFF SITE SEDIMENTATION. PERIODIC RE-GRADING OR THE ADDITION OF NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFICIENCY OF THE INSTALLATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF N.O.I., N.O.T. AND ANY ADDITIONAL INFORMATION REQUIRED BY THE TCEQ CONTRACTOR SHALL COMPLY WITH ALL TCEQ STORMWATER POLLUTION PREVENTION REQUIREMENTS.

VEGETATIVE STABILIZATION REQUIREMENTS

TEMPORARY SEEDING

ALL DISTURBED AREAS WHICH WILL BE LEFT DORMANT FOR GREATER THAN 14 DAYS SHALL BE SEEDED WITH FAST- GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING OPERATIONS. SELECTION OF THE SEED WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED (SEE DESCRIPTIONS IN TABLE 2). REFERENCE LANDSCAPE PLAN FOR PERMANENT STABILIZATION REQUIREMENTS. ALL TEMPORARY SEEDING MATERIALS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO APPLICATION.

TABLE 2
VEGETATION TABLE*

TEMPORARY SEEDING

SPECIES	PLANTING RATE	PLANTING-DATES
CRIMSON CLOVER	7#/ACRE	8/15 - 11/30
MILLET, FOXTAIL	30#/ACRE	5/1 - 8/31
RYEGRASS, ANNUAL	30#/ACRE	8/15 - 9/30
SPRANGLETOP, GREEN	2.5#/ACRE	2/1 - 5/1
TALL FESCUE	7#-10#/1000 SF	9/1 - 10/15

*USE ONLY USDA CERTIFIED SEED.

SURFACE PREPARATION FOR TEMPORARY SEEDING

1. INSTALL EROSION STRUCTURES SUCH AS DIKES, DIVERSIONS, ETC. PRIOR TO SEEDING.
2. FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR LINE BEFORE SEEDING.
3. ENSURE SEED BED IS PULVERIZED, LOOSE, AND UNIFORM.

APPLICATION

1. WHEN HYDROMULCHING IS USED, DO NOT MIX SEED AND FERTILIZER MORE THAN 30 MINUTES PRIOR TO APPLICATION.
2. APPLY SEED EVENLY USING PROPER EQUIPMENT AND WATER TO AID VEGETATION GROWTH.
3. EROSION CONTROL NETTING SHALL BE INSTALLED OVER FILL SLOPES WHICH HAVE BEEN BROUGHT TO FINAL GRADE AND HAVE BEEN SEEDED TO PROTECT AGAINST EROSION. MULCH (STRAW OR FIBER) SHALL BE USED ON RELATIVELY FLAT SLOPES.

BMP MAINTENANCE SCHEDULE

TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS TO ENSURE THAT THE FACILITY IS FUNCTIONING PROPERLY. AGGREGATE PAD SHALL BE WASHED DOWN OR REPLACED WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN THE STONES OR MUD IS BEING TRACKED ONTO THE PUBLIC ROADWAY. RUNOFF FROM WASHDOWN OPERATION SHALL BE FILTERED THROUGH ANOTHER B.M.P. PRIOR TO DRAINING OFF-SITE.

SILT FENCE:

INSPECTIONS SHALL BE MADE WEEKLY AND AFTER RAIN STORM EVENTS. SEDIMENT SHALL BE REMOVED FROM BEHIND THE FENCE WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO ONE-THIRD THE HEIGHT OF THE FENCE ABOVE GRADE. FENCE SHALL BE INSPECTED FOR GAPS AT BASE. INSPECT SUPPORTING POSTS AND FILTER FABRIC. REPLACE IF REQUIRED.

STONE OVERFLOW STRUCTURE:

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06/11/2025

SCALE
AS SHOWN
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JNC
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CHECKED BY
JTH

EROSION CONTROL PLAN

BAKER TRACT
OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25

PROJECT NO.
063248015

SHEET NUMBER
C17.11

Plotted By:Browning Mason Date:June 11, 2025 08:42:12pm File Path:K:\Fri_Civil\063248015 - baker tract offsite sewer\CAD\Plansheets\C-Eros.dwg
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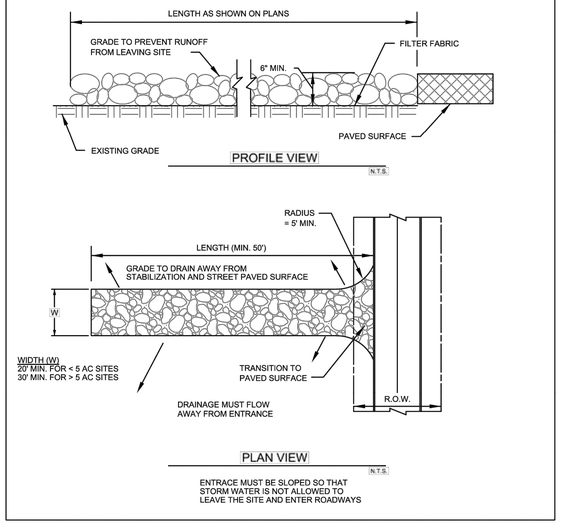


FIGURE 3.29 STANDARD CONSTRUCTION DETAIL - STABILIZED CONSTRUCTION EXIT (1 OF 2)

REVISED IN 2018

STABILIZED CONSTRUCTION ENTRANCE GENERAL NOTES:

1. SEE NCTCOG STANDARD SPECIFICATIONS (2017), SECTION 202.11

2. THE THICKNESS SHALL NOT BE LESS THAN 6 INCHES.

3. STONE SHALL BE 3 TO 5 INCH DIAMETER COURSE AGGREGATE, NO CRUSHED PORTLAND CEMENT CONCRETE ALLOWED.

4. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 50 FEET.

5. THE WIDTH SHALL BE NO LESS THAN 20' FOR SITES LESS THAN 5 AC, AND 30' FOR SITES GREATER THAN 5 AC, AT ALL POINTS OF INGRESS OR EGRESS.

6. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.

7. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.

8. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

9. INSPECTION SHALL BE SPECIFIED IN THE SWPPP.

FIGURE 3.29 NOTES FOR STABILIZED CONSTRUCTION EXIT (2 OF 2)

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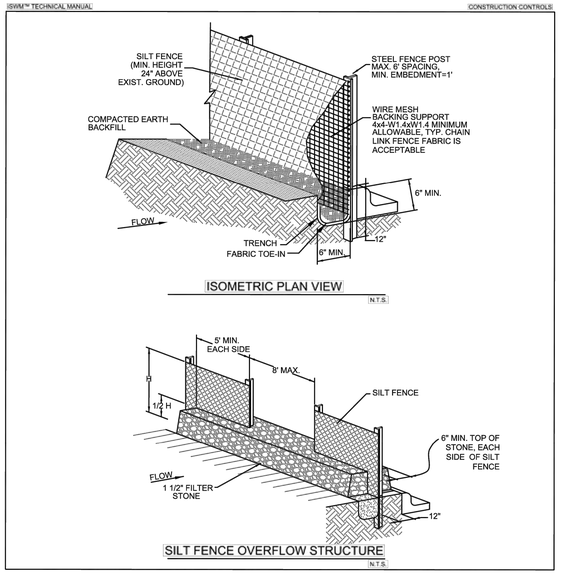


FIGURE 3.28 STANDARD CONSTRUCTION DETAIL - FOR SILT FENCE (1 OF 2)

REVISED IN 2018

SILT FENCE GENERAL NOTES:

1. DESIGN SHALL SHOW ON THE DRAWINGS THE LOCATIONS WHERE OVERFLOW STRUCTURES SHALL BE INSTALLED. OVERFLOW STRUCTURES ARE REQUIRED AT ALL LOW POINTS AND AT A SPACING OF APPROXIMATELY 300 FEET WHERE NO LOW POINT IS APPARENT.

2. DESIGNER SHALL SHOW ON THE DRAWINGS THE LOCATIONS WHERE SILT FENCE IS TO BE TURNED UPSLOPE AT THE ENDS. UPSLOPE LENGTHS SHALL BE A MINIMUM OF 10 FEET.

3. POST WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.

4. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.

5. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.

6. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WIRE BACKING, WHICH IN TURN IS ATTACHED TO THE FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.

7. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.

8. SILT FENCE SHALL BE REMOVED WHEN FINAL STABILIZATION IS ACHIEVED OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED.

9. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

10. SEE NCTCOG STANDARD SPECIFICATIONS (2017), SECTION 202.5

FIGURE 3.28 NOTES FOR SILT FENCE (2 OF 2)

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145933
LICENSED PROFESSIONAL ENGINEER
06/11/2025

SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
AS SHOWN	JNC	JNC	JTH

EROSION CONTROL DETAILS

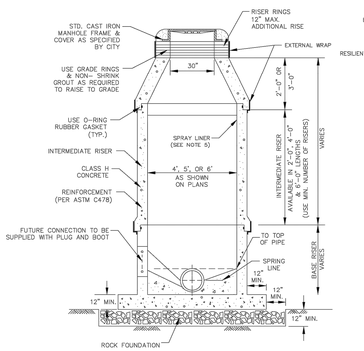
BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

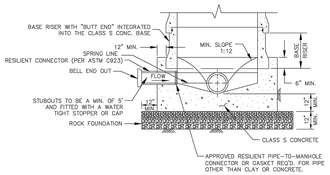
DATE
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PROJECT NO.
063248015

SHEET NUMBER
C17.12

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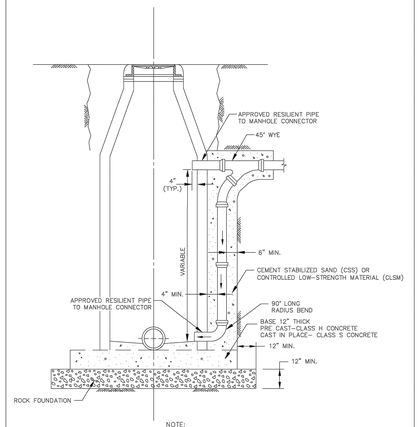
CAST-IN-PLACE BASE

NOTES:

1. USE TRAFFIC RATED CASTINGS IN PAVED AREAS.
2. FIRST MAIN LINE JOINT TO BE 5' MIN. IN LENGTH.
3. USE APPROVED GASKET OR SEALANT MATERIAL ON ALL JOINTS AND GRADE RINGS.
4. ALL NON-SHRINK GROUT TO BE CLASS "D".
5. LINER BY CITY APPROVED MANHOLE LINING COMPANIES ONLY PER SECTION 33 01 40.
6. PRECAST MANHOLES REQUIRE A 360° EXTERNAL WRAP AT JOINT CONNECTIONS PER SECTION 33 05 62.
7. GRADE RING MATERIAL PER SECTION 33 05 81.

PRE-CAST MANHOLE WITH LINING

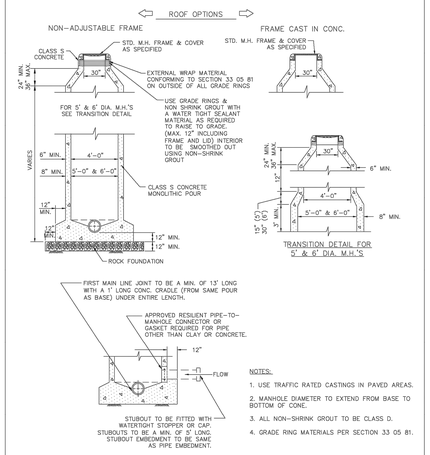
S101



NOTE:
USE TRAFFIC RATED CASTINGS IN PAVED AREAS

DROP MANHOLE

S102



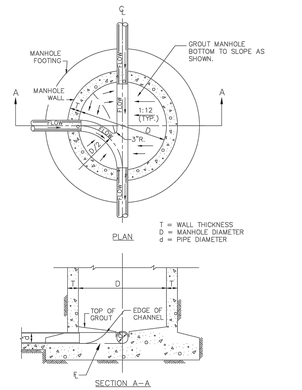
NOTES:

1. USE TRAFFIC RATED CASTINGS IN PAVED AREAS.
2. MANHOLE DIAMETER TO EXTEND FROM BASE TO BOTTOM OF CONE.
3. ALL NON-SHRINK GROUT TO BE CLASS D.
4. GRADE RING MATERIALS PER SECTION 33 05 81.

STUBOUT CONNECTION

CAST-IN-PLACE MANHOLE

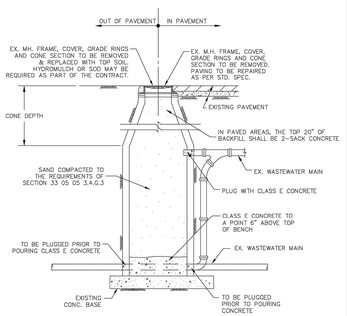
S103



NOTE:
REFER TO MANHOLE STANDARD DRAWINGS FOR ADDITIONAL DETAIL OF MANHOLE

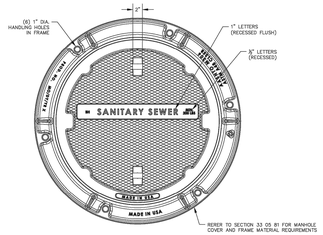
SEWERLINE INTERSECTION

S104



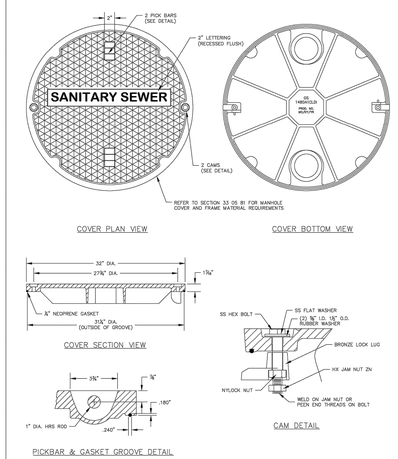
ABANDONMENT OF MANHOLE

S105



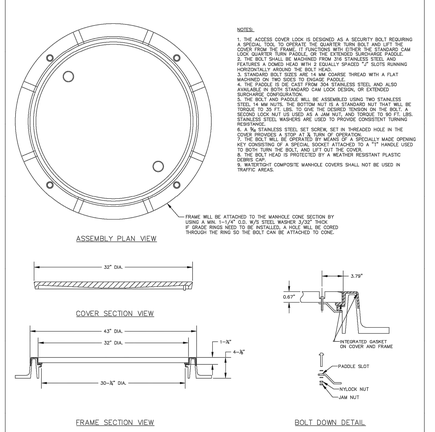
MANHOLE FRAME AND COVER

S106A



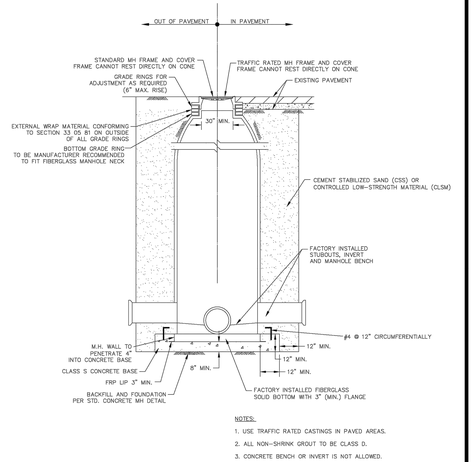
WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET

S106B



COMPOSITE WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET

S106C



NOTES:

1. USE TRAFFIC RATED CASTINGS IN PAVED AREAS.
2. ALL NON-SHRINK GROUT TO BE CLASS D.
3. CONCRETE BENCH OR INVERT IS NOT ALLOWED.

FIBERGLASS MANHOLE WITH STUBOUTS

S107B

ENTERED BY	PROJECT #	
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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

WASTEWATER DETAILS

DATE
JUL. 2024

SHEET No.
5 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.

No.	REVISIONS	DATE

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6160 WARREN PARKWAY, SUITE 210, FRISCO, TX, 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

STATE OF TEXAS
JOHN HALE
145933
LICENSED PROFESSIONAL ENGINEER
06/11/2025

SCALE: AS SHOWN
DESIGNED BY JNC
DRAWN BY JNC
CHECKED BY JTH

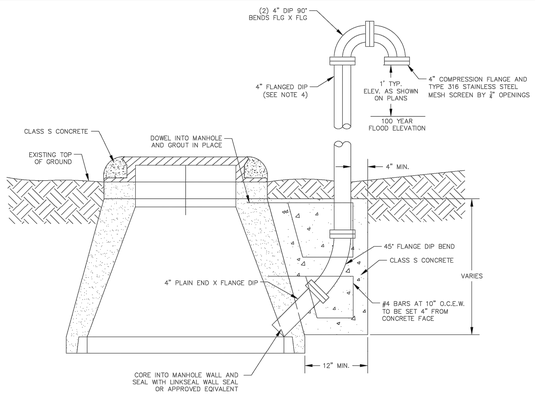
CONSTRUCTION DETAILS

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25

PROJECT NO.
063248015

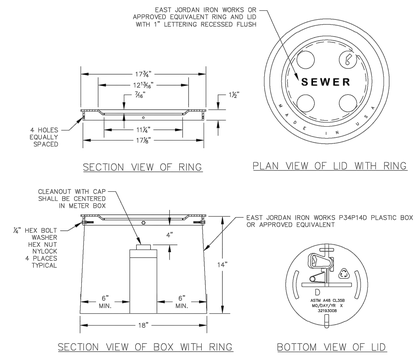
SHEET NUMBER
C18.01



NOTES:
1. DUCTILE IRON PIPE AND FITTINGS SHALL HAVE 40 MIL POLYETHYLENE INTERIOR COATING.
2. ALL BOLTS AND NUTS TO BE TYPE 316 STAINLESS STEEL.
3. FINISH COATING
   A. WIRE BRUSH TO REMOVE ALL DIRT AND CONC. AND TO ROUGH UP FINISH
   B. APPLY ONE PRIME COAT OF TNEMEC SERIES 37 CHEM PRIME (GRAY) TO 3 MILS DRY THICKNESS. GIVE SPECIAL ATTENTION AND SECOND COAT TO CORNERS AND BOLTS.
   C. APPLY ONE FINISH COAT OF TNEMEC SERIES 48-38 ALKYD ALUMINUM TO 2 MILS DRY THICKNESS.
4. VENT PIPES TALLER THAN 6' TO BE 6" DUCTILE IRON PIPE AND FITTINGS.
5. REFLECTIVE TAPE TO BE PLACED ON VENT 4.25 FEET ABOVE FINAL GRADE.

VENT MANHOLE

S108



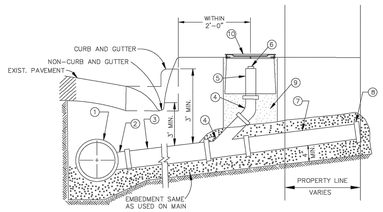
SECTION VIEW OF RING — PLAN VIEW OF LID WITH RING

SECTION VIEW OF BOX WITH RING — BOTTOM VIEW OF LID

18" X 14" PLASTIC BOX WITH SEWER LID

S201

KEY:
1. WASTERWATER MAIN
2. WYE
3. WASTEWATER LATERAL (LENGTH VARIES)
4. WYE AND 45° BEND FOR RISER
5. STACK (LENGTH VARIES)
6. WASTEWATER LATERAL CLEANOUT CAP
7. WASTEWATER LATERAL (LENGTH VARIES)
8. END CAP AT EASEMENT LINE OR PROPERTY LINE
9. NATURAL FILL COMPACTED TO 95% STANDARD PROCTOR DENSITY
10. 18" X 14" PLASTIC BOX WITH SEWER LID

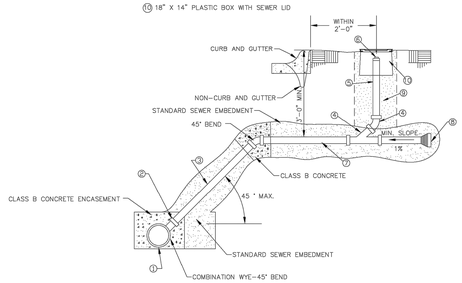


NOTES:
1. SERVICE TO BE INSTALLED IN ACCORDANCE WITH CITY OF DENTON SPEC. SECTION 33 31 16.
2. SIZE OF SERVICE LINE PIPING AND FITTINGS PER PLANS OR CITY OF DENTON WATER & WASTEWATER CRITERIA MANUAL.
3. SLOPE OF LATERAL TO BE 2% MINIMUM UNLESS INSTRUCTED OTHERWISE BY CITY.
4. VERTICAL BENDS (22.5° MAX.) MAY BE USED TO CLEAR UNDERGROUND CONFLICTS
5. THE MAINLINE LATERAL CONNECTION TO AN EXISTING PRIVATE BUILDING LATERAL SHALL BE AS CLOSE TO THE PROPERTY LINE AS POSSIBLE.
6. INSTALL STOPPER OR CAP AT PROPERTY OR EASEMENT LINE IF BUILDING LATERAL DOES NOT EXIST.
7. THE CLEANOUT MAY NOT BE PLACED IN VEHICLE TRAFFIC AREAS, OR SIDEWALK WITHOUT APPROVAL BY THE WASTEWATER DEPARTMENT.
8. FOR PAVED AREAS, A CAST IRON STACK AND CLEANOUT SHALL BE USED IN PLACE OF PVC PIPE, FITTINGS AND PLASTIC BOX. THE CAST IRON STACK AND CLEANOUT SHALL EXTEND THROUGH THE ENTIRE DEPTH OF THE PAVEMENT AND CONFORM TO ASTM A48 CLASS 35B STANDARDS.
9. THE CLEANOUT SHALL BE CENTERED IN PLASTIC BOX.
10. CENTER OF CLEANOUT TO BE LOCATED NO FURTHER THAN 2'-0" BEHIND BACK OF CURB. FOR UNCURBED STREETS, CLEANOUT TO BE LOCATED OUTSIDE OF THE DRAINAGE DITCH.
11. PLUMBERS NOT ALLOWED TO CONNECT TO STACK, ONLY TO THE BOTTOM OF WYE.
12. AN "S" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED GREEN.

SANITARY SEWER SERVICE WITH SINGLE CLEANOUT

S403

KEY:
1. WASTERWATER MAIN
2. WYE
3. WASTEWATER LATERAL (LENGTH VARIES)
4. WYE AND 45° BEND FOR RISER
5. STACK (LENGTH VARIES)
6. WASTEWATER LATERAL CLEANOUT CAP
7. WASTEWATER LATERAL (LENGTH VARIES)
8. END CAP AT EASEMENT LINE OR PROPERTY LINE
9. NATURAL FILL COMPACTED TO 95% STANDARD PROCTOR DENSITY
10. 18" X 14" PLASTIC BOX WITH SEWER LID



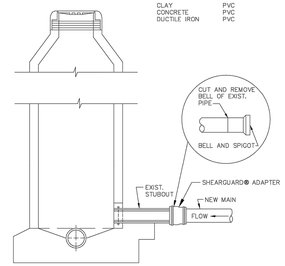
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9. CONNECTION FITTING TO MAIN TO BE ENCASED IN CLASS B CONCRETE.
10. THE CLEANOUT SHALL BE CENTERED IN PLASTIC BOX.
11. CENTER OF CLEANOUT TO BE LOCATED NO FURTHER THAN 2'-0" BEHIND BACK OF CURB. FOR UNCURBED STREETS, CLEANOUT TO BE LOCATED OUTSIDE OF THE DRAINAGE DITCH.
12. PLUMBERS NOT ALLOWED TO CONNECT TO STACK, ONLY TO THE BOTTOM OF WYE.
13. AN "S" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED GREEN.

SANITARY SEWER SERVICE WITH SINGLE CLEANOUT 12' DEEP OR GREATER

S404

NOTES:
1. THIS DETAIL IS ONLY FOR USE WHEN NEW MAIN WILL NOT MATE WITH EXISTING STUBOUT JOINT DUE TO DIFFERENT DIMENSIONS OR MATERIALS.
2. DETAIL ONLY APPLICABLE FOR PIPE SIZES 12" OR LESS.
3. FOR THE FOLLOWING CONNECTION TYPES:

EXISTING:	NEW:
CLAY	PVC
CONCRETE	PVC
DUCTILE IRON	PVC



SANITARY SEWER MAIN TIE-IN WITH STUBOUT OF DISSIMILAR SIZE OR TYPE

S405

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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS
WASTEWATER DETAILS

DATE
JUL. 2024

SHEET No.
6 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
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TEXAS REGISTERED ENGINEERING FIRM F-928

STATE OF TEXAS
JOHN HALE
145933
LICENSED PROFESSIONAL ENGINEER
6/11/2025

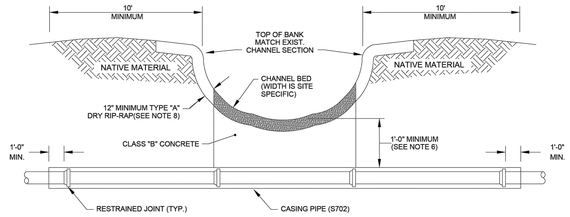
SCALE AS SHOWN
DESIGNED BY JNC
DRAWN BY JNC
CHECKED BY JTH

CONSTRUCTION DETAILS

BAKER TRACT OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE 06/11/25
PROJECT NO. 063248015
SHEET NUMBER C18.02

Plotted By:Browning, Mason Date:June 11, 2025 08:42:34am File Path:K:\Fri-civil\063248015 - baker tract offsite sewer\CAD\plansheets\C-Const-Det1.dwg
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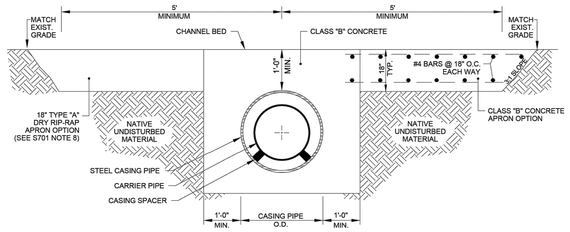


NOTES:

1. CROSSING RAMPS (10' WIDE) SHALL BE PROVIDED ON BOTH SIDES OF THE CHANNEL FOR A MOVING TRACTOR TO NAVIGATE.
2. A STORM WATER EROSION CONTROL AND POLLUTION PREVENTION PLAN MUST BE DESIGNED AND IMPLEMENTED TO MITIGATE THE IMPACT OF CONSTRUCTION ACTIVITIES ON THE FEATURE BEING CROSSED.
3. PIPE SHOULD BE FULLY RESTRAINED AND PRESSURE RATED AS DETERMINED BY THE ENGINEER.
4. ACCESS TO THE BANKS ON EITHER SIDE OF THE CROSSING MUST BE AVAILABLE AS WELL AS ADEQUATE ROOM FOR ASSEMBLY AND EQUIPMENT. BANK GRADE AND STABILITY MUST BE ADEQUATE. A GEOTECHNICAL ENGINEER SHOULD BE CONSULTED TO ASSIST WITH BANK ANALYSIS AND STREAM BED ANALYSIS TO PROVIDE ADDITIONAL DATA AND RECOMMENDATIONS ON THE VIABILITY OF OPEN-CUT VS TRENCHLESS CROSSINGS.
5. PIPE USED FOR LOW WATER CROSSINGS SHALL BE RESTRAINED FOR A MINIMUM OF 20 FT BEYOND TOP OF BANK ON EACH SIDE OF CREEK.
6. CASING PIPE IS REQUIRED WHEN DEPTH OF COVER IS LESS THAN 3 FT.
7. PLACE STONE RIP-RAP A MINIMUM OF 5 FT UPSTREAM & 5 FT DOWNSTREAM FROM CENTERLINE OF PIPE ALONG LOW WATER CROSSING BED.
8. STONES SHALL WEIGH BETWEEN 50 LBS & 150 LBS EACH, AND AT LEAST 60% SHALL WEIGH MORE THAN 100 LBS.
9. REFER TO STEEL CASING DETAIL FOR ADDITIONAL PIPE INFORMATION.
10. CHANNEL BED SHALL BE A CLASS B CONCRETE APRON OF TYPE "A" DRY RIP-RAP PER PLANS.

LOW WATER CHANNEL CROSSING DETAIL SECTION I

S701

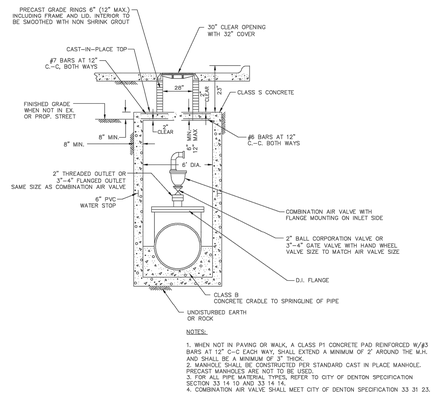


NOTES:

1. RIP-RAP OR CONCRETE IN ACCORDANCE WITH THE DRAWINGS.
2. APRON & PIPE TRENCH MUST HAVE A CONSTANT UPSTREAM TO DOWNSTREAM SLOPE TO MATCH PRE-CONSTRUCTION CHANNEL BED.
3. FOR CARRIER PIPE LESS THAN 36".
4. REFER TO STEEL CASING DETAIL FOR ADDITIONAL PIPE INFORMATION.

LOW WATER CHANNEL CROSSING DETAIL SECTION II

S702



NOTES:

1. WHEN NOT IN PAVING OR WALK, A CLASS P1 CONCRETE PAD REINFORCED W/#3 BARS AT 12" C-C EACH WAY, SHALL EXTEND A MINIMUM OF 2' AROUND THE M.H. AND SHALL BE A MINIMUM OF 10" THICK.
2. PRECAST MANHOLES MAY BE USED AFTER STANDARD CAST IN PLACE MANHOLE. PRECAST MANHOLES ARE NOT TO BE USED.
3. FOR ALL PIPE MATERIAL TYPES, REFER TO CITY OF DENTON SPECIFICATION SECTION 33 14 10 AND 33 14 14.
4. COMBINATION AIR VALVE SHALL MEET CITY OF DENTON SPECIFICATION 33 31 23.

COMBINATION AIR VALVE 2" TO 4" DIA. VALVES FOR SEWER FORCE MAINS

S803

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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

WASTEWATER DETAILS

DATE
JUL. 2024

SHEET No.
7 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
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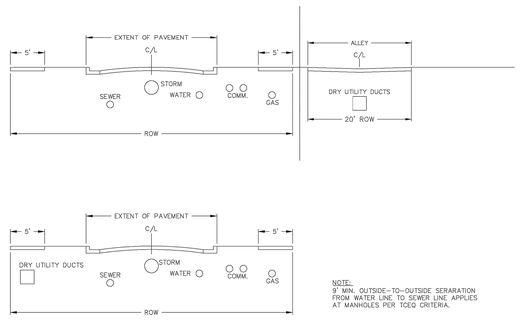
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JTH

CONSTRUCTION DETAILS

BAKER TRACT
OFFSITE SEWER
CITY OF DENTON, TEXAS

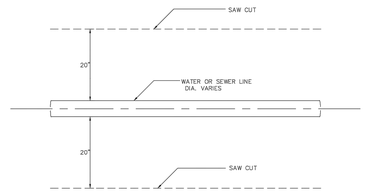
DATE
06/11/25
PROJECT NO.
063248015
SHEET NUMBER
C18.03

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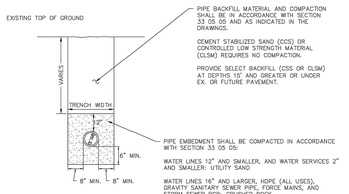
TYPICAL UTILITY PLACEMENTS

U101



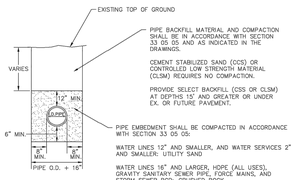
TYPICAL SAW-CUT

U102



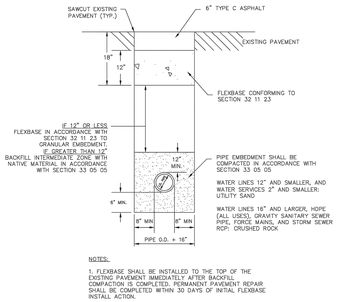
PROPOSED PAVEMENT TRENCH

U201



UNPAVED TRENCH

U202

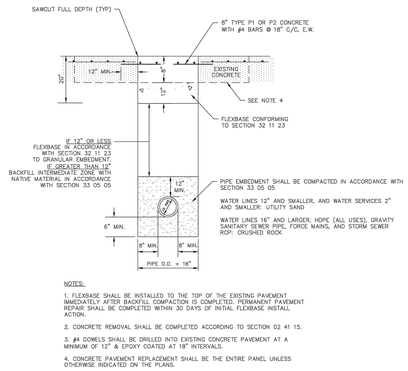


NOTES:

1. FLEXBASE SHALL BE INSTALLED TO THE TOP OF THE EXISTING PAVEMENT IMMEDIATELY AFTER BACKFILL COMPACTION IS COMPLETED. PERMANENT PAVEMENT REPAIR SHALL BE COMPLETED WITHIN 30 DAYS OF INITIAL FLEXBASE INSTALL ACTION.

EXISTING PAVEMENT TRENCH AND REPAIR ASPHALT

U203A



NOTES:

1. FLEXBASE SHALL BE INSTALLED TO THE TOP OF THE EXISTING PAVEMENT IMMEDIATELY AFTER BACKFILL COMPACTION IS COMPLETED. PERMANENT PAVEMENT REPAIR SHALL BE COMPLETED WITHIN 30 DAYS OF INITIAL FLEXBASE INSTALL ACTION.

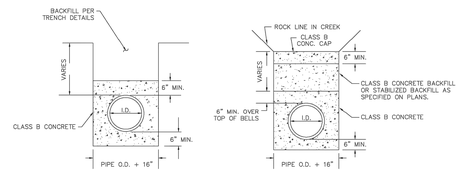
2. CONCRETE REMOVAL SHALL BE COMPLETED ACCORDING TO SECTION 02 41 15.

3. #4 DOWELS SHALL BE DRILLED INTO EXISTING CONCRETE PAVEMENT AT A MINIMUM OF 12" & EPOXY COATED AT 18" INTERVALS.

4. CONCRETE PAVEMENT REPLACEMENT SHALL BE THE ENTIRE PANEL UNLESS OTHERWISE INDICATED ON THE PLANS.

EXISTING PAVEMENT TRENCH AND REPAIR CONCRETE

U203C



TYPICAL INSTALLATION

INSTALLATION IN DITCHES AND CREEKS

CONCRETE ENCASEMENT FOR UTILITY LINES

U204

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DESIGNED BY	DATE	REVISION
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CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS

WATER/WASTEWATER SHARED DETAILS

DATE
JUL. 2024

SHEET No.
8 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

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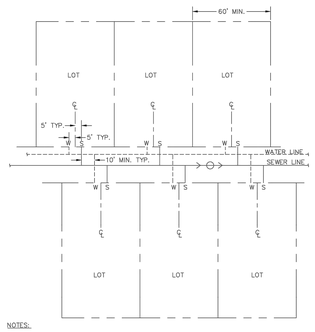
BAKER TRACT
OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE
06/11/25

PROJECT NO.
063248015

SHEET NUMBER
C18.04

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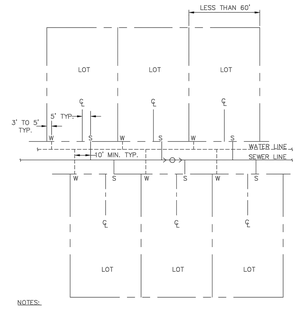


NOTES:

1. WATER METERS PLACED IN UNPAVED PUBLIC R.O.W. OR UTILITY EASEMENT.
2. IF WIDTH OF LOT IS LESS THAN 60' WIDE, USE DETAIL U206B.

TYPICAL SERVICE LINE LAYOUT

U206A

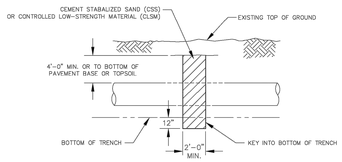


NOTES:

1. WATER METERS PLACED IN UNPAVED PUBLIC R.O.W. OR UTILITY EASEMENT.
2. IF WIDTH OF LOT IS 60' OR GREATER, USE DETAIL U206A.

ALTERNATE SERVICE LINE LAYOUT
*(FOR LOTS LESS THAN 60' WIDE)

U206B

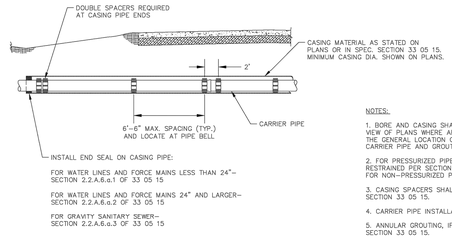


NOTES:

1. TRENCH DAM SHALL SPAN THE FULL WIDTH OF THE TRENCH.
2. CLSM PER SECTION 03 34 13.
3. SEE PLAN AND PROFILE SHEETS FOR LOCATION OF TRENCH DAMS.

TRENCH DAM

U207

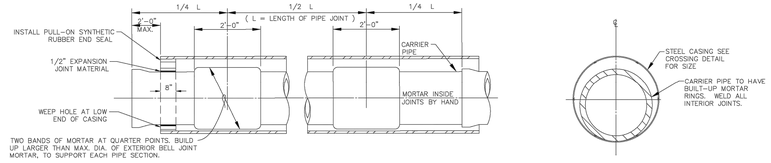


NOTES:

1. BORE AND CASING SHALL BE INSTALLED AS SHOWN IN PROFILE VIEW OF PLANS WHERE APPLICABLE. THIS DETAIL ILLUSTRATES THE GENERAL LOCATION OF CASING SPACERS FOR SUPPORTING CARRIER PIPE AND GROUTING ENDS OF CASING PIPE.
2. FOR PRESSURIZED PIPE, ALL INTERIOR JOINTS SHALL BE RESTRAINED PER SECTION 33 05 15. NO RESTRAINT IS REQUIRED FOR NON-PRESSURIZED PIPE.
3. CASING SPACERS SHALL CONFORM TO REQUIREMENTS OF SECTION 33 05 15.
4. CARRIER PIPE INSTALLATION PER SECTION 33 05 15.
5. ANNULAR GROUTING, IF REQUIRED, SHALL BE ACCORDING TO SECTION 33 05 15.

INSTALLATION IN STEEL CASING OR LINER PLATE FOR PVC AND DIP

U208A



SIDE VIEW

END VIEW

INSTALLATION IN STEEL CASING FOR CONCRETE PRESSURE PIPE BAR-WRAPPED STEEL CYLINDER TYPE

U208B

ENTERED BY	PROJECT #	
DESIGNED BY	DATE	REVISION
CHECKED BY		
PROJ. ENGR.		
PATH S:\Water Engineering\Engr\Design\Standard Details\water-wastewater shared drawings\Water-Wastewater Sht1-2.dwg		

CITY OF DENTON
ENGINEERING SERVICES

STANDARD DETAILS
WATER/WASTEWATER SHARED DETAILS

DATE
JUL. 2024

SHEET No.
9 OF 25

SCALE
HOR 1"= N.T.S.
VER 1"= N/A

CERTIFICATION:
THIS CITY OF DENTON STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS HEREON, AND WHO CERTIFIES THE CONTENT OF THE DETAILS AND NOTES HEREIN HAVE NOT BEEN ALTERED AND ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THE STANDARDS WITHIN THIS SHEET.

No.	REVISIONS	DATE

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

STATE OF TEXAS
JOHN HALE
145933
LICENSED
PROFESSIONAL ENGINEER
06/11/2025

SCALE AS SHOWN
DESIGNED BY JNC
DRAWN BY JNC
CHECKED BY JTH

CONSTRUCTION DETAILS

BAKER TRACT
OFFSITE SEWER
CITY OF DENTON, TEXAS

DATE 06/11/25
PROJECT NO. 063248015
SHEET NUMBER C18.05

Plotted By:Browning, Mason Date:June 11, 2025 08:42:49am File Path:K:\Vir_civil\063248015 - baker tract offsite sewer\CAD\plansheets\C-Const-Det1.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

EXHIBIT "C"

Estimated Costs and Proportionate Share

EXHIBIT C

6/13/2025

		Baker Tract		Harris Tract		City of Denton		Total Est Cost
6-9-25 OPC public	Offsite Sewer	$ 484,522.02	9.95%	$ 131,478.34	2.70%	$ 4,253,567.65	87.35%	$ 4,869,568.00
Sewer easement acquisition (Cole, John K Budget)		$ 35,710.55		$ 9,690.30		$ 313,499.15		$ 358,900.00
	Kimley Design	$ 38,093.28		$ 10,336.87		$ 334,416.85		$ 382,847.00
	Legal	$ 4,975.00		$ 1,350.00		$ 43,675.00		$ 50,000.00
	Closing Cost	$ 1,492.50		$ 405.00		$ 13,102.50		$ 15,000.00
	Total	**$ 564,793.34**		**$ 153,260.51**		**$ 4,958,261.15**		**$ 5,676,315.00**

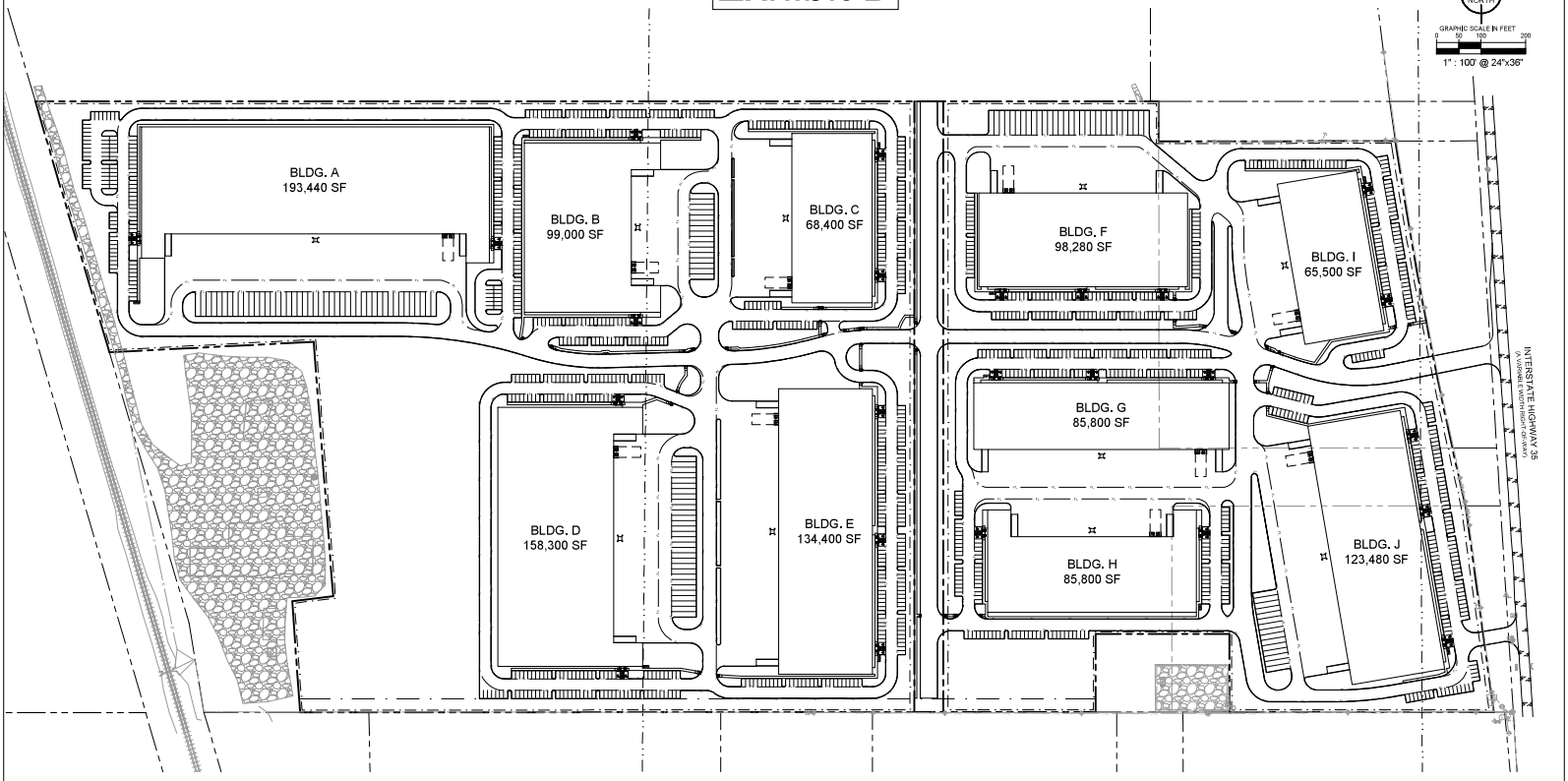
* Sewer line cost based off of Kimley OPC dated 6/9/25
* See attached percent usage memo for Baker tract from Kimley
* Does not include ESA mitigation

NOTE: This exhibit is the preliminary budget numbers submitted to the city 6-13-25. The current cost for easement acquisition is $400,000. The other numbers shown are based off of OPC provided by Kimley Horn and reviewed by the city. This will be updated once bids are received for sewer line and final easement is acquired.

EXHIBIT "D"

Reserved Capacity

Exhibit D



Building	Wastewater Source	Apartments Units	Total Building Area	Wastewater (gpd)	Office (gpd)	Warehouse 1/3000 SF Prop Uses	Retail 1/450 SF Prop Uses	Restaurant	Average Design Flow Per Unit (gpd)	ADF (gpd)	SDF (gpd)	Peaking Factor	PDF (gpd)	PDF (gpm)
A	Warehouse	0	193,440	64,480	0	64	0	0	0.33	21,280	0	4	85,120	59.1
B	Warehouse	0	99,000	33,000	0	33	0	0	0.33	10,890	0	4	43,560	30.3
C	Warehouse	0	68,400	22,800	0	23	0	0	0.33	7,524	0	4	30,096	20.9
D	Warehouse	0	158,300	52,767	0	53	0	0	0.33	17,419	0	4	69,676	48.4
E	Warehouse	0	134,400	44,800	0	45	0	0	0.33	14,784	0	4	59,136	41.1
F	Warehouse	0	98,280	32,760	0	33	0	0	0.33	10,811	0	4	43,244	30.0
G	Warehouse	0	85,800	28,600	0	29	0	0	0.33	9,438	0	4	37,752	26.2
H	Warehouse	0	85,800	28,600	0	29	0	0	0.33	9,438	0	4	37,752	26.2
I	Warehouse	0	65,500	21,833	0	22	0	0	0.33	7,205	0	4	28,820	20.0
J	Warehouse	0	123,480	41,160	0	42	0	0	0.33	13,592	0	4	54,368	37.8
										124,381			489,524	340.0

Wastewater and Peaking factors are in accordance with Denton Municipal Electric Service 5.1.1

PRELIMINARY SEWER DEMAND EXHIBIT

ULR HARRIS RANCH
DENTON, TX

Kimley»Horn

MACK MATTKE, P.E.
PHONE: (940) 539-4178
EMAIL: MACK.MATTKE@KIMLEY-HORN.COM

2600 NORTH CENTRAL EXPRESSWAY
TOWER 2600, SUITE 300
RICHARDSON, TX 75080
P 214-617-0535
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PREPARED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. ALL WORK MADE BY KIMLEY-HORN. COPYRIGHT 2022

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

CM/DCM/ACM: Cassey Ogden

DATE: May 05, 2026

SUBJECT
Consider adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute a Development Agreement with Baker 345, LLC and RM Squared Denton, LLC, for the payment in lieu of the construction of offsite sidewalk improvements along a portion of Masch Branch Road between Hampton Road and US380; and providing an effective date.

BACKGROUND
On June 7, 2022, City Council approved a Planned Development District (Ord. Z21-0017b) for the subject property, RM Squared Denton, for proposed light industrial development and uses. The property is approximately 352.71 acres of land generally located north of Hampton Road and east of Lovers Lane in the City of Denton.

The developer has opted to perform optional, additional off-site improvements by constructing a portion of N. Masch Branch Road from US380 heading north to Hampton Road and by constructing the future N. Masch Branch Road extending north along the western property boundary of the property. These improvements for Masch Branch Road align with the approved and adopted Mobility Plan.

North Masch Branch Road is classified as a secondary arterial roadway in the City's Mobility Plan, and such roadways include a minimum standard of a ten (10) foot width sidewalk pursuant to the adopted Mobility Plan. Due to the lack of existing and available right-of-way width on the west side of N. Masch Branch Road, the developer is physically constrained from providing the required ten (10) foot width sidewalk along the full length.

The developer has designed the plans for the roadway improvements, including the sidewalk, which the City has reviewed and approved through the Development Review Process. Due to the site constraints described above, the developer has requested to pay in lieu of constructing the sidewalk portion limited by the lack of right-of-way, in the not-to-exceed amount of $48,750.00 based on the opinion of probable cost. The Denton Development Code Subchapter 7.8.7 allows for this type of payment in lieu.

The sidewalk will be built when the adjacent property redevelops, and the necessary right-of-way is dedicated during the development process.

RECOMMENDATION:
Staff recommends approval of this request.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

None

FISCAL INFORMATION
None

EXHIBITS
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

Respectfully submitted:
Charlie Rosendahl
Director of Development Services

Prepared by:
Christian Garcia
Planning Technician Supervisor

Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

ORDINANCE NO. 25-2012

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH BAKER 345, LLC AND RM SQUARED DENTON, LLC, FOR THE PAYMENT IN LIEU OF CONSTRUCTION OF OFFSITE SIDEWALK IMPROVEMENTS ALONG A PORTION OF MASCH BRANCH ROAD BETWEEN HAMPTON ROAD AND US380; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the "City") and Baker 345, LLC and RM Squared Denton, LLC, (collectively, the "Developer") desire to enter into an agreement for the Developer's proportionate share of cost of construction for a portion of offsite sidewalk public improvement; and

WHEREAS, Developer is the owner or developer of the approximately 352.71 acres of land located north of Hampton Road and east of Lovers Lane within the city limits of Denton and is in the process of developing and improving the property; and

WHEREAS, Developer has, pursuant to the City ordinances, executed a development contract dated April 15, 2026, to ensure that any and all sidewalks, streets, water and sewer lines, drainage facilities or other public improvements which are to be dedicated to the public, are constructed and completed in accordance with the plans approved by the City of Denton on October 17, 2025 under Project Number CEP25-0023; and

WHEREAS, North Masch Branch Road is classified as a secondary arterial roadway in the City's Mobility Plan, and such roadways include a minimum standard of a ten (10) foot width sidewalk pursuant to adopted Mobility Plan; and

WHEREAS, due to the lack of existing and available right-of-way width on the west side of North Masch Branch Road, Developer is physically constrained from providing the required ten (10) foot width sidewalk along the full length of the project; and

WHEREAS, in order to receive a Letter of Acceptance for the Improvements, Developer may, in lieu of completing the full perimeter sidewalks, provide funds to the City in the not-to-exceed amount of forty-eight thousand seven hundred fifty dollars ($48,750.00), and the constructable sidewalk width; 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 designee, is hereby authorized to execute the written contract which is attached hereto and incorporated herein 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.

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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 [___ - ___]:

Scott Bray
Deputy City Attorney

	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 _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRED REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM: MACK REINWAND, CITY ATTORNEY

BY: _____

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Exhibit A
Development Agreement

Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

STATE OF TEXAS §
§
COUNTY OF DENTON §

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("**Agreement**") is entered into by and among Baker 345, LLC and RM Squared Denton, LLC (herein referred to collectively as "**Developer**"), acting by and through their duly authorized officers, both with a principal place of business located at 525 S. Loop 288, Suite 105, Denton, Texas 76205, and the City of Denton, a Texas Home-Rule Municipal Corporation (hereinafter referred to as the "**City**"), with its offices located at 215 East McKinney Street, Denton, Texas 76201; is made and entered into this ___ day of _____, 20___(the "**Effective Date**").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property on the northeast corner of North Masch Branch Road and Hampton Road in the City of Denton, Texas and being described and depicted on **Exhibit A**, attached hereto and made a part hereof for all purposes (the "**Property**"); and

WHEREAS, the Property was rezoned to a Planned Development District (PD) on June 7, 2022 via City of Denton Ordinance Z21-0017b; and

WHEREAS, such rezoning included adoption of Planned Development Standards which prohibits the Property from taking access off of Hampton Road; and

WHEREAS, Developer has, pursuant to the City ordinances, executed a development contract dated April l5, 2026, to ensure that any and all sidewalks, streets, water and sewer lines, drainage facilities or other public improvements which are to be dedicated to the public, hereafter referred to as ("Improvements"), are constructed and completed in accordinance with the plans approved by the City of Denton on October 17, 2025 under Project Number CEP25-0023 (hereafter, the "Plans"); and

WHEREAS, the Developer has opted to perform optional, additional off-site improvements by constructing a portion of N. Masch Branch Road from US380 heading north to Hampton Road and by building the future N. Masch Branch Road extending north along the western property boundary of the Property only (the "Project") which is depicted on Exhibit B and is part of the Plans.. These improvements for Masch Branch align with the approved Mobility Plan. There are no required improvements for Hampton Road, as the development is prohibited from obtaining access to this road as outlined in the Planned Development Standards adopted via City Ordinance Z21-0017b; and

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WHEREAS, North Masch Branch Road is classified as a secondary arterial roadway in the City's Mobility Plan, and such roadways include a minimum standard of a ten (10) foot width sidewalk pursuant to adopted Mobility Plan; and

WHEREAS, due to the lack of existing and available right-of-way width on the west side of North Masch Branch Road, Developer is physically constrained from providing the required ten (10) foot width sidewalk along the full length of the Project; and

WHEREAS, as shown on **Exhibit B**, the depiction of the Project, there is one section of Masch Branch Road where due to , existing improvements and lack of right-of-way a sidewalk is not able to be installed. Therefore, if approved by City Council and by way of this Agreement, the City will accept payment in lieu of construction for sidewalks not constructed in a certain section as described on **Exhibit B**; and

WHEREAS, in order to receive a Letter of Acceptance for the Improvements, Developer may, in lieu of completing the full perimeter sidewalks, provide funds to the City in the not-to-exceed amount of forty-eight thousand seven hundred fifty dollars ($48,750.00)_____(00/100) dollars, and the constructable sidewalk width being described on **Exhibit C**, attached hereto and made a part hereof for all purposes; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein Developer and the City do hereby AGREE as follows:

SECTION 1. DESIGN AND CONSTRUCTION

A. Design and Construction Value Fees.

1. Developer has designed the Plans, for the Project which the City has reviewed and approved through the Development Review Process. Due to site constraints described in the recitals, Developer's construction of the Project will not include the sidewalk section marked on **Exhibit B**, (the "Omitted Section"). Instead of constructing this section, Developer will pay in lieu of construction. Although a ten (10) foot wide sidewalk is required, Developer has agreed to provide, and City has agreed to accept, payment in lieu of construction for an eight (8) foot sidewalk. An Opinion of Probable Cost calculation for the Omitted Section's length, and a width of eight (8) feet sidewalk was include in the designed plans

SECTION 2. TERM

1. The term of this Agreement shall begin on the Effective Date and end upon the complete construction and acceptance of the Improvements, as well as all obligations and conditions precedent by the parties to this Agreement.

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2. Within (30) days of the Effective Date, the Developer shall provide payment to the City of forty-eight thousand seven hundred fifty dollars ($48,750.00), the full amount as outlined in **Exhibit C**.

SECTION 3. REMEDIES

If a default by the Developer occurs and continues, after thirty (30) days written notice to cure a default, City may, at its sole option, terminate this Agreement in accordance with Texas law, without the necessity of further notice to or demand upon the Developer.

All warranty and indemnification obligations herein shall survive any termination or assignment unless the party warranting, or indemnifying, is released by the other party. Nothing in this Section shall be construed to waive any sovereign, governmental immunity available to City, or its council, employees, and/or agents, under Texas law. Nothing in this Section, nor the election of the City to not exercise a right or seek a remedy at a particular time, shall be construed as a waiver or release of any right, remedy, or cause of action that is available to the City under or as a result of this Agreement, in equity or at law.

SECTION 5. INDEMNITY

THE DEVELOPER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSS, OR LIABILITY OF ANY KIND WHATSOEVER (INCLUDING DEATH), BY REASON OF INJURY TO PROPERTY OR PERSON OCCASIONED BY ANY ACT OR OMISSION, NEGLECT, OR WRONGDOING OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS, OR OTHER PERSONS WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT; AND THE DEVELOPER SHALL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, THE DEVELOPER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL NOT INCLUDE ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES OF ANY KIND WHATSOEVER THAT ARE CAUSED BY THE CITY'S SOLE NEGLIGENCE. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OR WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND DEVELOPER BASED UPON THE COMPARATIVE FAULT OF EACH. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND

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NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ENFORCING THIS INDEMNITY.

SECTION 6. VENUE AND GOVERNING LAW

This Agreement is performable in Denton County, Texas, and venue of any action arising out of this Agreement shall be exclusively in Denton County, Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

SECTION 7. NOTICES

Any notice, request, demand, instruction or other communication required or permitted to be given to any Party under this Agreement shall be in writing and shall be either (i) personally delivered to the parties named below by a commercial messenger service regularly retaining receipts for such delivery; (ii) sent by registered or certified mail, return receipt requested, effective upon deposit; (iii) delivered by a reputable overnight courier service, effective upon delivery thereof to the carrier; or (iv) sent by electronic mail with confirmation of transmission, and shall be addressed to the parties as listed below:

To the City:	City of Denton, Texas Sara Hensley, City Manager 215 E. McKinney Street Denton, TX 76201
With Copy to:	City of Denton, Texas Mack Reinwand, City Attorney 215 E. McKinney Street Denton, TX 76201
To Developer:	Baker 345, LLC 525 S. Loop 288, Suite 105 Denton, Texas 76205 Attn: Robert J. Widmer, Jr., Secretary

Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

To Developer: RM Squared Denton, LLC
525 S. Loop 288, Suite 105
Denton, Texas 76205
Attn: Lee Ramsey, Secretary

SECTION 8. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable state and federal laws. The parties to this Agreement stipulate that this Agreement does not satisfy any other development obligation under law or City ordinances.

SECTION 9. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 11. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 12. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement are binding upon the successors and assigns of the parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of whether the Property is developed.

SECTION 13. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained in this Agreement and, except as otherwise provided in this Agreement, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement. The scope of this Agreement is limited to the specific obligations of the Developer set forth in Sections 1, 2 3, 4, and 5 and the obligations of the City set forth in Section 1. The parties further stipulate that with respect to the limited scope of this Agreement, the funds provided are not

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disproportionate to the burdens of the development. The parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

SECTION 14. DEVELOPER WAIVER AND RELEASE

The Developer expressly acknowledges and agrees that the execution of this Agreement is made voluntarily by the Developer and not as a requirement of the City under its Code of Ordinances or Denton Development Code.

The Developer expressly acknowledges and agrees that the Developer Improvements are still subject to the assessment of water and wastewater impact fees, as well as other dedication, construction, and fee requirements and costs not associated with the Project.

Developer further expressly acknowledges that the nexus between the Developer Improvements and the City's payment for the Project are roughly proportional to the burden imposed by the development and waives any claim therefor that it may have under any theory of law against the City.

EXECUTED on the Effective Date, by the City, signing by and through its City Manager, and by the Developer, acting through its duly authorized officers.

CITY OF DENTON

Cassey Ogden
Interim City Manager

BY: _____

ATTEST:
Ingrid Rex, City Secretary

By: _____

Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

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

Signed by:
Charlie Rosendahl
053574243FF941B...
Signature

Director
Title

Scott Bray
Deputy City Attorney
APPROVED AS TO LEGAL FORM:
Mack Reinwand, City Attorney

By: _____

DEVELOPER:

By and through its authorized agent:

Baker 345, LLC
By and through its authorized agent:

By: _____
Robert J. Widmer, Jr, Secretary

RM Squared Denton, LLC

By and through its authorized agent:

By: BLTJ Management, LLC, Manager

By: _____
Lee Ramsey, Secretary

Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

EXHIBIT A

(The Property)

All that certain lot, tract or parcel of land lying and being situated in Denton County, Texas and being a part of the R. Whitlock Survey, Abstract Number 1403, and being a part of the James Haney Survey, Abstract Number 515, and also being all of that called 325.62 acre tract of land described in deed to Baker Family Partners, LTD. recorded in Instrument Number 2002-113080, Real Property Records, Denton County, Texas and all of Lot 23, of Little Brook Estates, recorded in Volume 489, Page 269, Deed Records, Denton County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a 1 inch iron rod found at the Northerly most Northeast corner of said 325.62 acre tract, same being the Northwest corner of a called Parcel I described in deed to Richard Harris, Jr. Heritage Trust, recorded in Instrument Number 2012-139300, Real Property Records, Denton County, Texas;

THENCE South 00 degrees 09 minutes 38 seconds West, a distance of 3005.53 feet to a 1 inch iron rod found at the Southwest corner of a called Parcel III described in deed to Richard A. Harris, Jr., recorded in Instrument Number 2012-139302, Real Property Records, Denton County, Texas;

THENCE South 89 degrees 34 minutes 25 seconds East, a distance of 1261.86 feet to a capped iron rod set stamped "KAZ" at the Southeast corner of said Parcel III, in the West line of Kansas City Southern Railroad;

THENCE South 16 degrees 07 minutes 24 seconds East, a distance of 692.60 feet to a 1/2 inch capped iron rod found at the beginning of a curve to the left with a radius of 9242.20

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feet and a chord bearing and distance of South 16 degrees 52 minutes 51 seconds East, a distance of 255.30 feet;

THENCE along said curve, an arc length of 255.31 feet to a 1/2 inch capped iron rod found at the beginning of a curve to the left with a radius of 6950.60 feet and a chord bearing and distance of South 19 degrees 04 minutes 08 seconds East, a distance of 349.60 feet;

THENCE along said curve, an arc length of 349.64 feet to a capped iron rod set stamped "KAZ";

THENCE South 28 degrees 15 minutes 08 seconds East, a distance of 204.66 feet to a 1/2 inch iron rod found at the beginning of a curve to the right with a radius of 6925.60 feet and a chord bearing and distance of South 22 degrees 27 minutes 57 seconds East, a distance of 110.76 feet;

THENCE along said curve, an arc length of 110.76 feet to a 1/2 inch iron rod found;

THENCE South 00 degrees 26 minutes 28 seconds East, a distance of 842.17 feet to a 1/2 inch iron rod found;

THENCE South 00 degrees 35 minutes 06 seconds East, a distance of 520.84 feet to a P.K. Nail set in the centerline of Hampton Road;

THENCE South 89 degrees 57 minutes 54 seconds West, along said centerline, a distance of 3401.05 feet to a P.K. Nail set at the intersection of the centerline of Hampton Road and the centerline of Masch Branch Road;

THENCE North 00 degrees 14 minutes 03 seconds East, along said centerline of Masch

Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

Branch Road, a distance of 2272.90 feet to a concrete monument found at the Southeast corner of the aforementioned Lot 23;

THENCE South 89 degrees 57 minutes 00 seconds West, along the South line of said Lot 23, a distance of 947.78 feet to a capped iron rod set stamped "KAZ";

THENCE North 00 degrees 04 minutes 28 seconds East, a distance of 918.80 feet to a 3/8 inch iron rod found in a concrete monument at the Northwest corner of said Lot 23;

THENCE North 89 degrees 57 minutes 00 seconds East, along the North line of said Lot 23, a distance of 948.62 feet to a concrete monument found at the Northeast corner of said Lot 23;

THENCE North 00 degrees 04 minutes 43 seconds East, a distance of 1374.73 feet to a concrete monument found at the Northeast corner of Lot 21, of said Little Brook Estates;

THENCE North 00 degrees 17 minutes 09 seconds East, a distance of 687.54 feet to a concrete monument found at the Northeast corner of Lot 20, of said Little Brook Estates;

THENCE North 00 degrees 06 minutes 47 seconds East, a distance of 668.98 feet to a capped iron rod set stamped "KAZ" at the Northwest corner of the aforementioned 325.69 acre tract;

THENCE South 89 degrees 16 minutes 26 seconds East, a distance of 1598.12 feet to the **POINT OF BEGINNING** and containing 345.47 acres of land, more or less.

Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

Exhibit A



Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

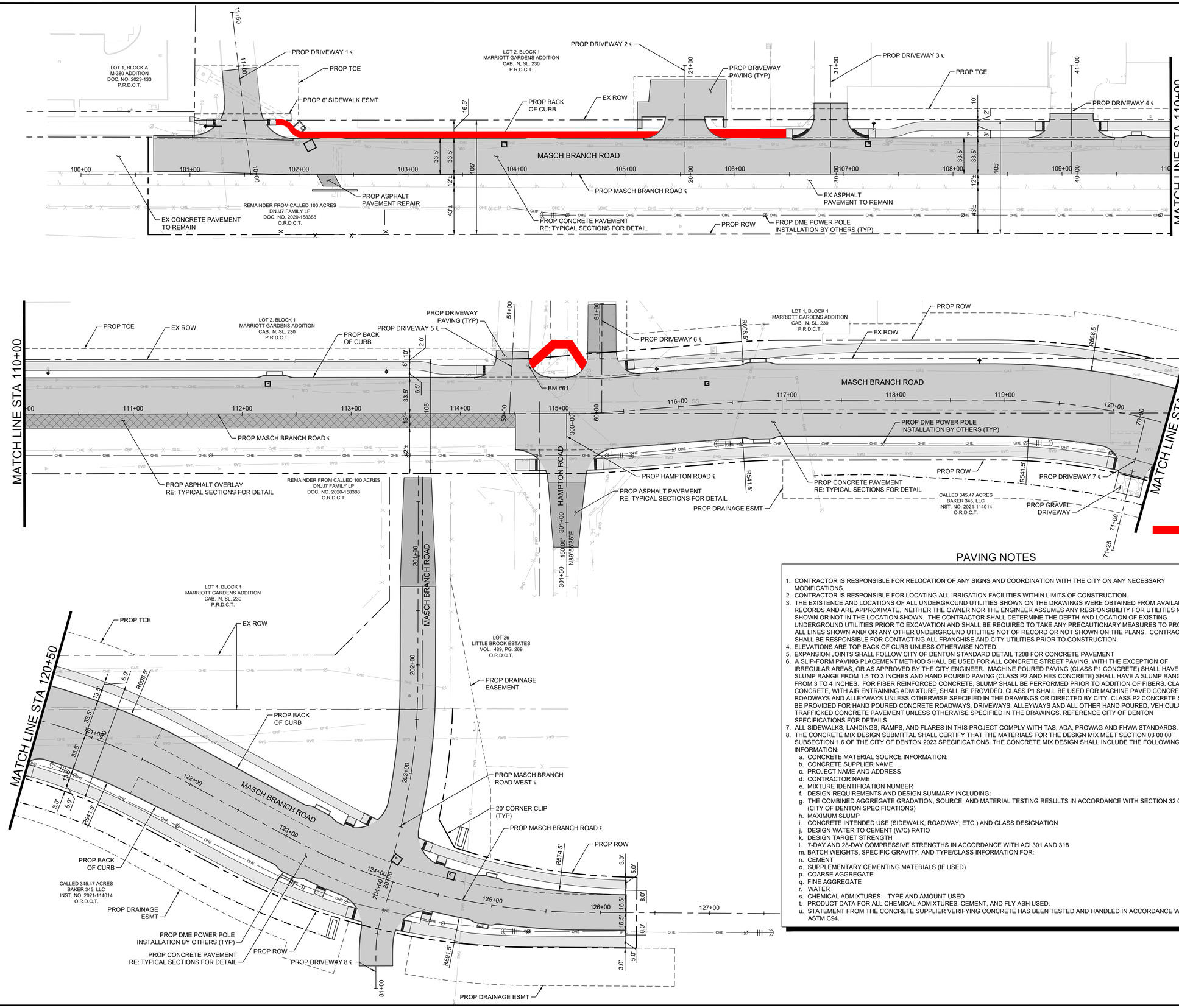
Exhibit B

The Improvements

[*Insert civil engineering plan sheet with markup*]

Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

Plotted By:Hale, JT Date:October 07, 2025 09:19:13am File Path:K:\DFW_Civil\063248001 - Baker Tract - RM Squared\Civil\Exhibits\PlanSheets\C-Paving Overall - Sidewalk OPC.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



PAVING NOTES

1. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ANY SIGNS AND COORDINATION WITH THE CITY ON ANY NECESSARY MODIFICATIONS.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL IRRIGATION FACILITIES WITHIN LIMITS OF CONSTRUCTION.
3. THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND/ OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND CITY UTILITIES PRIOR TO CONSTRUCTION.
4. ELEVATIONS ARE TOP BACK OF CURB UNLESS OTHERWISE NOTED.
5. EXPANSION JOINTS SHALL FOLLOW CITY OF DENTON STANDARD DETAIL T208 FOR CONCRETE PAVEMENT
6. A SLIP-FORM PAVING PLACEMENT METHOD SHALL BE USED FOR ALL CONCRETE STREET PAVING, WITH THE EXCEPTION OF IRREGULAR AREAS, OR AS APPROVED BY THE CITY ENGINEER. MACHINE POURED PAVING (CLASS P1 CONCRETE) SHALL HAVE A SLUMP RANGE FROM 1.5 TO 3 INCHES AND HAND POURED PAVING (CLASS P2 AND HES CONCRETE) SHALL HAVE A SLUMP RANGE FROM 3 TO 4 INCHES. FOR FIBER REINFORCED CONCRETE, SLUMP SHALL BE PERFORMED PRIOR TO ADDITION OF FIBERS. CLASS P CONCRETE, WITH AIR ENTRAINING ADMIXTURE, SHALL BE PROVIDED. CLASS P1 SHALL BE USED FOR MACHINE PAVED CONCRETE ROADWAYS AND ALLEYWAYS UNLESS OTHERWISE SPECIFIED IN THE DRAWINGS OR DIRECTED BY CITY. CLASS P2 CONCRETE SHALL BE PROVIDED FOR HAND POURED CONCRETE ROADWAYS, DRIVEWAYS, ALLEYWAYS AND ALL OTHER HAND POURED, VEHICULAR TRAFFICKED CONCRETE PAVEMENT UNLESS OTHERWISE SPECIFIED IN THE DRAWINGS. REFERENCE CITY OF DENTON SPECIFICATIONS FOR DETAILS.
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8. THE CONCRETE MIX DESIGN SUBMITTAL SHALL CERTIFY THAT THE MATERIALS FOR THE DESIGN MIX MEET SECTION 03 00 00 SUBSECTION 1.6 OF THE CITY OF DENTON 2023 SPECIFICATIONS. THE CONCRETE MIX DESIGN SHALL INCLUDE THE FOLLOWING INFORMATION:
   a. CONCRETE MATERIAL SOURCE INFORMATION:
   b. CONCRETE SUPPLIER NAME
   c. PROJECT NAME AND ADDRESS
   d. CONTRACTOR NAME
   e. MIXTURE IDENTIFICATION NUMBER
   f. DESIGN REQUIREMENTS AND DESIGN SUMMARY INCLUDING:
   g. THE COMBINED AGGREGATE GRADATION, SOURCE, AND MATERIAL TESTING RESULTS IN ACCORDANCE WITH SECTION 32 05 16 (CITY OF DENTON SPECIFICATIONS)
   h. MAXIMUM SLUMP
   i. CONCRETE INTENDED USE (SIDEWALK, ROADWAY, ETC.) AND CLASS DESIGNATION
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   k. DESIGN TARGET STRENGTH
   l. 7-DAY AND 28-DAY COMPRESSIVE STRENGTHS IN ACCORDANCE WITH ACI 301 AND 318
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   n. CEMENT
   o. SUPPLEMENTARY CEMENTING MATERIALS (IF USED)
   p. COARSE AGGREGATE
   q. FINE AGGREGATE
   r. WATER
   s. CHEMICAL ADMIXTURES – TYPE AND AMOUNT USED
   t. PRODUCT DATA FOR ALL CHEMICAL ADMIXTURES, CEMENT, AND FLY ASH USED.
   u. STATEMENT FROM THE CONCRETE SUPPLIER VERIFYING CONCRETE HAS BEEN TESTED AND HANDLED IN ACCORDANCE WITH ASTM C94.

!!WARNING!!

EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

811 Know what's below. Call before you dig.

BENCHMARKS

BM #61 - "⊠" SET, on concrete curb located ±47 feet northwest from intersection of N. Masch Branch Road and Hampton Road.
Elevation: 676.76'

City of Denton Control Point #2012 - Northeast corner of W. University Drive (US 380).
N: 7133294.268
E: 2366902.032
Elevation: 659.89'

Project combined scale factor: 1.000151392693278

Vertical Datum is NAVD 88.

No.	REVISIONS	DATE

Kimley»Horn
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6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer JOHN T. HALE
P.E. No. 145933 Date 10/7/2025

SCALE AS SHOWN
DESIGNED BY JTR
DRAWN BY JTR
CHECKED BY JTH

SIDEWALK OPC EXHIBIT

MASCH BRANCH ROAD
CITY OF DENTON
DENTON COUNTY, TEXAS

DATE 10/7/2025
PROJECT NO. CEP25-0023
SHEET NUMBER 1 OF 1

Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

Exhibit C

Opinion of Probable Cost

[*Insert OPC*]

Docusign Envelope ID: D030E8FF-8582-4642-A5E3-B7654C308A40

MASCH BRANCH
OPINION OF PROBABLE CONSTRUCTION COST

Kimley»Horn

PROJECT NAME: MASCH BRANCH ROAD SIDEWALK
CITY: DENTON, TX
KHA JOB NUMBER: 063248001
10/7/2025

A. STREET PAVING

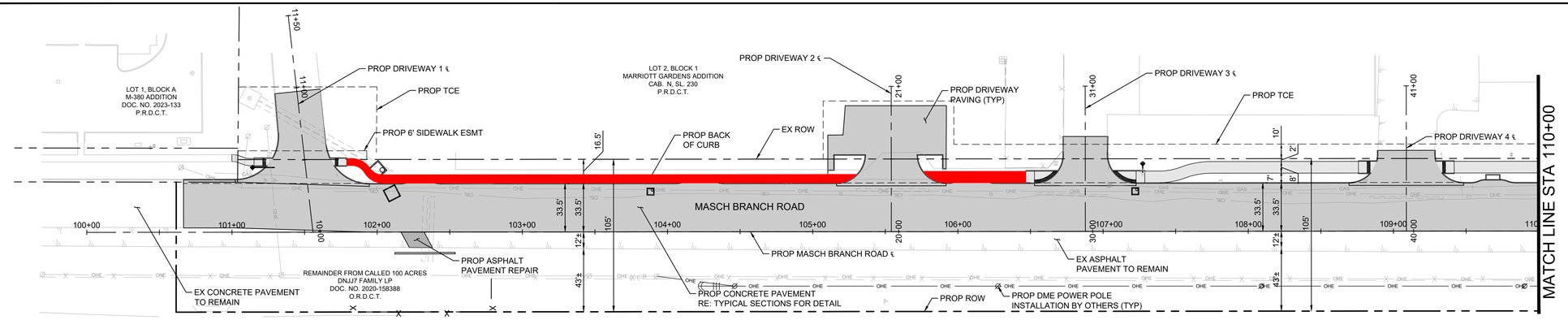
ITEM DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*COST*
CURB RAMP, TY 1A (8' WIDTH)	EA	$ 3,000.00	4	$ 12,000.00
6" REINFORCED CONCRETE SIDEWALK (8' WIDTH)	LF	$ 75.00	490	$ 36,750.00
SUB-TOTAL STREET PAVING				**$ 48,750.00**

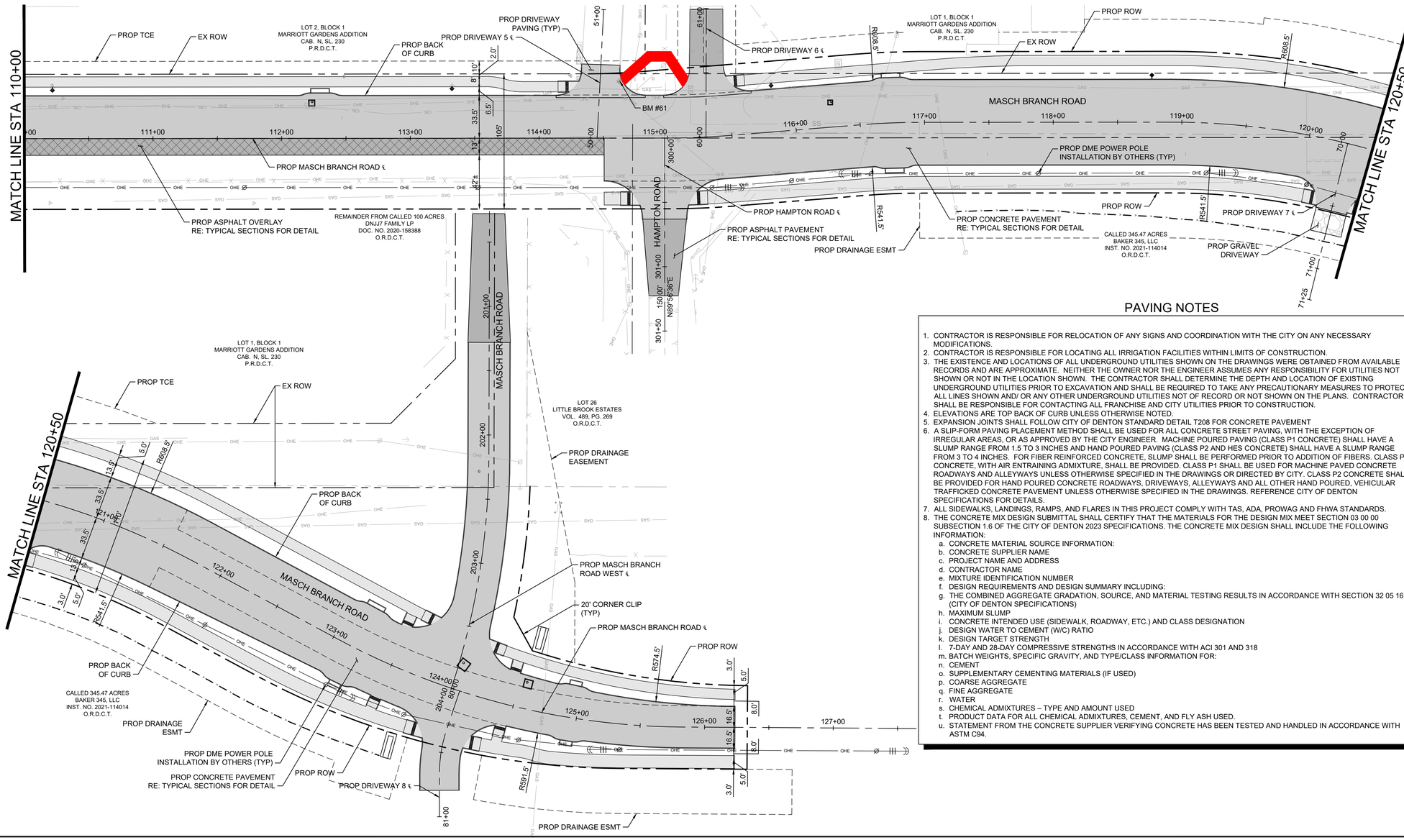
SUMMARY

A. STREET PAVING	**$**	**48,750.00**
SUB-TOTAL	**$**	**48,750.00**
TOTAL CONSTRUCTION COSTS:	**$**	**48,750.00**

*This OPC is for the red area in the attached exhibit.

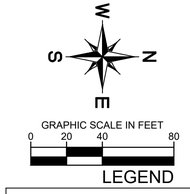
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LEGEND

- EX ROW
- PROP ROW
- SS — PROP SANITARY SEWER
- PROP STORM DRAIN
- OHE — EX OVERHEAD ELECTRIC
- OHE — PROP OVERHEAD ELECTRIC (BY OTHERS)
- X — EX FENCE
- PROP CONCRETE PAVEMENT
- PROP ASPHALT PAVEMENT
- PROP ASPHALT OVERLAY
- PROP 6" FLEXBASE PAVEMENT
- PROP CONCRETE SIDEWALK

CAUTION!
EXISTING BURIED
GAS LINES

!!WARNING!!

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Project combined scale factor: 1.000151392693278

Vertical Datum is NAVD 88.

No.	REVISIONS	DATE

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PHONE: 972-335-3580
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TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer JOHN T. HALE
P.E. No. 145933 Date 10/7/2025

SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
AS SHOWN	JTR	JTR	JTH

SIDEWALK OPC EXHIBIT

MASCH BRANCH ROAD
CITY OF DENTON
DENTON COUNTY, TEXAS

DATE
10/7/2025

PROJECT NO.
CEP25-0023

SHEET NUMBER
1 OF 1

Plotted By:Hale, JT Date:October 07, 2025 09:19:13am File Path:K:\FRI_Civil\063248001 - Baker Tract - RM Squared\Cad\Exhibits\PlanSheets\C-Paving Overall - Sidewalk OPC.dwg
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City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

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

DATE: **May 5, 2026**

SUBJECT

Consider approval of a resolution of the City of Denton, Texas, amending prior resolution consenting to the creation of "Cole Ranch Improvement District No. 1 of Denton County, Texas" and the inclusion of land therein; and providing an effective date.

STRATEGIC ALIGNMENT

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

BACKGROUND

Cole Ranch is a 3,169-acre master-planned development west of I-35 West and east of Robson Ranch. The development is located within the city limits and is designated as a Master Planned Community District under the Denton Development Code. Buildout is expected to occur over 40 years and includes:

- 5,900 single-family units
- 3,200 multifamily units
- 120 commercial acres
- 256 industrial acres

Because projects of this scale require significant public infrastructure, the developer funds the initial construction of improvements and seeks reimbursement through a Municipal Management District (MMD). An MMD is a governmental agency and political subdivision of the state that finances public capital improvements and services through property taxes, special assessments, and impact fees on property owners benefiting from those improvements. Once the assessed value within the district reaches ten times the amount of debt to be issued, the MMD may issue bonds, which are then used to reimburse the developer for eligible public improvements.

On February 12, 2019, the Denton City Council passed a resolution of support for creation of the MMD during the 2019 State Legislative session. The Legislature approved the District on June 14, 2019. On April 7, 2020, the City Council adopted a consent resolution authorizing the creation of the Cole Ranch MMD, along with operating and project agreements that establish the improvement project responsibilities, financing and reimbursement procedures, allowable district tax rates, and district operations. On February 18, 2025, City Council approved amendments to the Project Agreement, Operating Agreement, Consent Resolution, and supported related amendments to the District's enabling legislation.

In January 2026, the District's board exercised its statutory authority to divide the District into multiple subdistricts, creating the need for clearer procedures for future boundary adjustments within the originally

approved territory. The proposed amendment authorizes certain internal boundary changes among subdistricts without requiring additional City Council action, ensuring efficient administration while maintaining the geographic limits already approved by the City.

RECOMMENDATION

Staff recommends approval of the consent resolution.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Feb. 12, 2019 – Resolution of support and escrow agreement ordinance approved by City Council
Apr. 7, 2020 – Consent resolution, Project Agreement, and Operating Agreement approved by City Council
Feb. 18, 2025 – City Council approved amendments to the Consent resolution, Project Agreement, and Operating Agreement.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Charlie Rosendahl
Director of Development Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON, TEXAS, AMENDING PRIOR RESOLUTION CONSENTING TO THE CREATION OF "COLE RANCH IMPROVEMENT DISTRICT NO. 1 OF DENTON COUNTY, TEXAS" AND THE INCLUSION OF LAND THEREIN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Section 59, Article XVI, Texas Constitution, Cole Ranch Improvement District No. 1 of Denton County, Texas (the "District") has been created during the 86th Regular Session of the Texas Legislature through the passage of HB 4693 and codified under Chapter 3981, Special District Local Laws Code (the "District Act"), to include land within the City of Denton, Texas (the "City"), as a special district for the benefit of the public, including the acquisition, construction, improvement, financing, operation, and maintenance of water, wastewater, drainage, road, landscaping, park and recreational facilities; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(1) of the District Act, the City adopted Resolution No. 20-762, dated April 7, 2020 (the "2020 Resolution"), consenting to the creation of the District and to the inclusion of the land described therein ("Original District Boundary"); and

WHEREAS, the City adopted Resolution No. 25-220, dated February 18, 2025 amending the 2020 Resolution (the "2025 Resolution") (collectively with the 2020 Resolution, the "Consent Resolution"); and

WHEREAS, Section 3981.0701 of the District Act and the Consent Resolution authorize the District to divide into up to four (4) subdistricts ("Subdistrict(s)"), and, pursuant to Section 3981.0702 of the District Act, any Subdistrict(s) created by division shall be governed by the District Act; and

WHEREAS, Section 3981.0304 of the District Act and the Consent Resolution requires that the City consent to the addition of land into, and the exclusion of land from, the District or any Subdistricts; and

WHEREAS, on January 20, 2026, the Board of the District adopted an Order Dividing District creating two Subdistricts, Cole Ranch Improvement District No. 2 of Denton County, Texas and Cole Ranch Improvement District No. 3 of Denton County, Texas, and an additional Subdistrict may be further created in the future; and

WHEREAS, from time to time it may be desirable for land located within a Subdistrict within the Original District Boundary to be excluded from one Subdistrict and annexed into another Subdistrict; and

WHEREAS, the City Council finds that allowing such boundary adjustments within the Original District Boundary promotes efficient development and administration of District services and does not expand the geographic area originally approved by the City; and

WHEREAS, the City now desires to further amend the Consent Resolution as provided herein.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The facts and recitations contained in the preamble of this resolution are true and correct.

SECTION 2. Section 4(d) of the Consent Resolution is hereby amended and restated to provide as follows:

(d) Boundary Changes

(i) Land shall not be added to or excluded from the District without the written consent of the City Council as provided by the District Act.

(ii) Notwithstanding the foregoing, the City hereby consents, without the necessity of further action by City Council, to the future exclusion of land from, and annexation of land into, any district created by the division of the District ("Subdistrict") pursuant to the District Act; provided however, that (1) the land subject to such exclusion and/or annexation is located within the original District territory established by the District Act and consented to by the City pursuant to Resolution No. 20-762, dated April 7, 2020; (2) with respect to land annexations, such land is annexed only into the District or a Subdistrict; and (3) with respect to land exclusions, such land is thereafter annexed into the District or a Subdistrict.

SECTION 3. If any section, subsection, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

SECTION 4. This resolution shall be in full force and effect from and after its passage.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____

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

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



Scott Bray
Deputy City Attorney

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

ACM: **Christine Taylor**

DATE: **May 5, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute an agreement with the Texas Historical Commission to participate in the Texas Main Street Program demonstrating the City of Denton's commitment to continue as a "sustaining level official main street city" and authorizing payment of the annual fee in the amount of $2,600; and providing an effective date.

BACKGROUND

Since 1990, the City of Denton has administered a Downtown Development Program using the National Main Street methodology in conjunction with the Texas Historical Commission. The Program emphasizes downtown economic revitalization through preservation and rehabilitation of historic buildings in order to provide the necessary image for the downtown area and serve as a unifying factor to encourage area merchants and building owners to reinvest in downtown.

The state contract sets out the City's responsibilities as well as the additional advantages, including group procurement, training, network and staff assistance from the state level that are part of participation as a sustaining Main Street member.

Per the contract, the City will:

- Employ a full-time paid program manager and assistant manager who will attend at least two professional development segments annually:
    1. TMSP annual professional development retreat for all program managers
    2. National Main Street Now Conference
    3. TMSP New Manager Training, typically held annually on the day before the TMSP annual professional development retreat
    4. Real Places: Preserving Texas History Conference of the THC
    5. Certification programs of Main Street America
    6. Texas Downtown Conference
    7. PastForward Conference of the National Trust for Historic Preservation

- Carry out their Local Program work according to the Main Street Approach as promulgated by the National Main Street Center and displayed at https://www.mainstreet.org/mainstreetamerica/theapproach.

- Incorporate the Main Street Community Accreditation Standards into the Local Program work:
    1. Broad-based Community Commitment to Revitalization
    2. Inclusive Leadership and Organizational Capacity
    3. Diversified Funding and Sustainable Program Operations

4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Result.

- Track statistics such as reinvestment and job/business creation and submit them to the TMSP office quarterly.

- Submit an annual report that includes an evaluation of the Local Program implementation of the Main Street Community Accreditation Standards (as outlined above).

- Pay THC an annual fee in the amount of $2,600 to defray cost of staff time and expenses for services provided under the Local Program.

Summary of services to be performed by Texas Main Street Program:

- Site visits to address design/planning, economic development and organizational/program capacity issues.
- Services may include but are not limited to façade renderings/technical reports; city planning; preservation, and historic building expertise by licensed architects and other design professionals; business development and funding advice; program manager and assistant manager and board training, and program capacity.

FINANCIAL INFORMATION

The City will pay the $2,600 annual fee to participate in the Main Street Program and to support Main Street programming.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance & Contract

Respectfully submitted:
Kristen Pulido
Main Street Program Manager
Office of Economic Development

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS HISTORICAL COMMISSION TO PARTICIPATE IN THE TEXAS MAIN STREET PROGRAM DEMONSTRATING THE CITY OF DENTON'S COMMITMENT TO CONTINUE AS A "SUSTAINING LEVEL OFFICIAL MAIN STREET CITY" AND AUTHORIZING PAYMENT OF THE ANNUAL FEE IN THE AMOUNT OF $2,600; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, since 1990, the City of Denton (City) has administered a Downtown Development Program ("Program"), using the National Main Street methodology, in conjunction with the Texas Historical Commission; and

WHEREAS, the Program emphasizes downtown economic revitalization through preservation and rehabilitation of historic buildings in order to provide the necessary image for the downtown area and serve as a unifying factor to encourage area merchants and building owners to reinvest in downtown; and

WHEREAS, the attached Texas Main Street Locally Designated Program Contract (the "Agreement"), sets out the City's responsibilities as well as the additional advantages including group procurement, training, use of trademarks, network and staff assistance from the state level that are part of participation as a Sustaining Level Official Main Street City member; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The attached agreement representing the City's commitment to continue as a "Sustaining Level Official Main Street City" for 2025-2026 is hereby approved.

SECTION 2. The City Manager or their designee is hereby authorized to execute the Agreement between the City of Denton and the Texas Historical Commission, to take any actions that may be required or permitted to be performed by the City of Denton under the Agreement, including the execution of the trademark sublicense agreement attached thereto, and the expenditure of funds pursuant to the Agreement is hereby authorized.

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

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

	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 District 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

Scott Bray
Deputy City Attorney

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Texas Main Street Locally Designated Program
2026 Contract

I. PARTIES TO THE CONTRACT

This contract and agreement concerning **Denton Main Street Program ("Agreement")** is entered into between the **City of Denton** (hereinafter referred to as **"Participant"**) and the **Texas Historical Commission** (hereinafter referred to as "**THC"**). This Agreement shall be governed by Texas Government Code § 442.014, and Texas Administrative Code, Title 13, Part 2, Chapter 19. **Denton Main Street Program** (hereinafter referred to as **"Local Program"**) is part of a larger program within the **Texas Main Street Program** (hereinafter referred to as **"TMSP"**), as defined in 13 Tex. Admin. Code § 19.3, wherein the Participant qualifies as a **Texas Main Street Urban City,** as defined in 13 Tex. Admin. Code § 19.3. The purpose of the Local Program is to assist Participant with the development, revitalization, restoration, and preservation of its historic downtown or commercial neighborhood districts in accordance with the national Main Street Approach.

II. NATIONAL MAIN STREET CENTER BRAND AND NETWORK

This Agreement constitutes a designation of Participant as an official Texas Main Street City (as defined in 13 Tex. Admin. Code § 19.3(2)) and allows the use of the National Main Street Center, Inc. brand, including MAIN STREET AMERICA™ controlled by National Main Street Center, Inc. 53 West Jackson Blvd., Suite 350 Chicago IL 60604. If Participant's participation in the TMSP ceases, Participant may no longer use the term 'Main Street' to describe its local development, restoration, and preservation program; nor utilize or display the trademarks or branding of the National Main Street Center, Inc. The designation as a Texas Main Street City allows for full participation in the TMSP network, which includes eligibility to receive TMSP publications and participate in TMSP networking opportunities. Designated Texas Main Street Cities, such as Participant, shall execute and submit to the TMSP office the National Main Street Center's Trademark Sublicense Agreement ("TM Sublicense Agreement"), which grants the right to use the registered trademark, logos and brand of National Main Street Center's membership program - MAIN STREET AMERICA™. Participant hereby agrees to, and shall comply with, all terms and conditions of the TM Sublicense Agreement. For your reference, see attached Exhibit A and B. Exhibit A is sample Main Street America sublicense agreement for accredited communities issued to the City of Denton. Exhibit B is a sample Main Street America sublicense agreement for affiliate communities. Each TMSP Local Program should have its own TM Sublicense Agreement on file; the type of agreement—accredited or affiliate—will reflect the Main Street America designation (accredited or affiliate) assigned to the Local Program in mid-2025. Additionally, Participant acknowledges and agrees that in the event National Main Street Center develops and/or releases an updated TM Sublicense Agreement ("Updated TM Sublicense Agreement") during the Term of this Agreement, Participant shall be required to execute, and comply with, the Updated TM Sublicense Agreement or otherwise be subjected to termination pursuant to the terms of VII.B. below. In the event National Main Street Center develops and/or releases an Updated TM Sublicense Agreement, THC will provide Participant with sixty (60) days' notice for Participant to consider, prepare and execute an updated Sublicense Agreement. Furthermore, the parties acknowledge and agree that the execution of such Updated TM Sublicense Agreement shall not require amendment of this Agreement and shall become part of this Agreement upon its execution. In the event of conflict between multiple TM Sublicense Agreements, the most recently executed version shall control.

III. RESPONSIBILITIES OF THE PARTICIPANT AND LOCAL PROGRAM

A. Local Program Staffing and Leadership.

In operation of the Local Program, Participant shall employ a full-time paid program manager who will attend at least two professional development segments annually as outlined in subsection B below. A Texas Main Street Urban City (as defined in 13 Tex. Admin. Code § 19.3(4)) shall additionally employ a full-time assistant program manager who shall also participate in the professional development requirements under subsection B below.

If necessary and subject to TMSP approval, a Texas Main Street Small City (as defined in 13 Tex. Admin. Code § 19.3(3)) may, after the first three years of participating in the TMSP, permit the program manager position to also perform specific economic development, tourism, and other relevant duties while remaining as a full-time paid program manager.

For the purposes of this Agreement, full-time employment means that the program manager works at least forty (40) hours per week dedicated toward the Local Program and downtown revitalization. Employees of the Local Program shall be subject to the sole control and direction of the Participant. Participant shall move forward in an efficient manner to fill a program manager vacancy. Participant shall notify the TMSP immediately upon vacancy, identify an interim Local Program contact, and keep TMSP apprised monthly of progress in filling vacancies. Lengthy periods of staff vacancies may demonstrate a failure to adequately staff the program per Stipulation E Probation.

Participant shall establish and maintain a Main Street local advisory board to direct priorities of the program, provide human and fiscal support to program planning and activities, and advocate for the livelihood of the Local Program. The board will have a chair who is the primary spokesperson for the board and the primary point of contact for program manager. Make-up and duties of this board are to be defined locally by Participant with consultation from Local Program stakeholders.

B. Professional development.

The program manager will attend at least two professional development opportunities—in their entirety—each year from the list below. If there is a full-time assistant program manager in addition to the program manager/s as directed above for Urban Cities, that person should also attend at least one segment of Main Street professional development annually.

<u>Preferred Options—at least one of the two required trainings must be from options numbered 1, 2, 3, or 4:</u>

1. TMSP annual professional development retreat for all program managers
2. National Main Street Now Conference
3. TMSP New Manager Training, typically held annually on the day before the TMSP annual professional development retreat
4. Real Places: Preserving Texas History Conference of the THC

Additional Contractually Approved Training Options

5. Certification programs of MAIN STREET AMERICA™
6. Texas Downtown Conference
7. PastForward Conference of the National Trust for Historic Preservation

With prior THC approval, program managers with more than two years' experience as a Main Street Manager may request to substitute an equivalent—in time and dept of content as above approved training—training related to historic preservation, downtown revitalization, or economic development course, for one of the above opportunities. However, request must state why approved trainings were unavailable or of less need for program manager's education.

New program managers shall complete the TMSP new manager training within their first year of employment. In addition to the annual TMSP new manager training, new managers will be provided by TMSP with self-paced information and training when onboarding in their new role. The new manager should complete a review of this information and all tasks within the first three (3) months of hire.

If a replacement program manager is hired during this contract period who has not previously attended TMSP basic training or without significant Main Street knowledge and experience as determined by TMSP, the manager is required to complete one TMSP basic training orientation series. A $500 training fee shall be charged to the Participant for the new manager training series required under these circumstances.

To help ensure an effective Local Program, board members and volunteers are encouraged to attend TMSP educational opportunities.

Program managers are expected to participate in additional abbreviated professional development and information sessions as a TMSP network participant. These sessions do not count toward the formal professional development requirements above, but are essential for timely network communication and participation.

- Virtual quarterly TMSP network meetings
- Virtual TMSP trainings
- In-person TMSP trainings
- TMSP Accreditation Site Visits
- Virtual meetings for Local Programs offered by Main Street America

C. Commitment.

Participant agrees to carry out their Local Program work according to the Main Street Approach as promulgated by the National Main Street Center and displayed at www.mainstreet.org/mainstreetamerica/theapproach. Participant agrees to incorporate the following Main Street Community Evaluation Standards into their Local Program work:

1. Broad-Based Community Commitment to Revitalization
2. Inclusive Leadership and Organizational Capacity
3. Diversified Funding and Sustainable Program Operations
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact and Results

D. Reporting.

To measure progress, Participant shall track reinvestment statistics and quarterly activity in an approved format submitted to the TMSP office by the 10th of the month following the end of each calendar quarter. If the 10th falls on a holiday or a weekend, the report will be due the first business day after the holiday or weekend. Even if there has not been reinvestment or activity in a quarter, Participant shall still submit a report noting such.

Dates quarterly reports must be submitted by:

- Quarter 1—April 10
- Quarter 2—July 10
- Quarter 3—October 10
- Quarter 4—January 10

Additionally, Participant shall submit an annual self-assessment that includes an evaluation of the Local Program with respect to Main Street America's baseline programmatic requirements, including the implementation of the Main Street Approach in alignment with Main Street America's Community Evaluation Standards as noted in Section III. C. above for the previous calendar year. Assessment, baseline requirements, approach, and standards are published on the Main Street America website here: www.mainstreet.org.

E. Probation.

Participant agrees that their Local Program may be placed on probation, which may result in the suspension of TMSP services or possible removal from the TMSP, for any of the following reasons:

1. Failure to submit a local program annual self-assessment pursuant to Section III. D above.
2. Failure to achieve accreditation objectives more than two (2) consecutive years.
3. Failure to submit activity/reinvestment reports for more than two (2) consecutive quarters.
4. Failure to employ a full-time Main Street Manager.
5. Failure to adequately staff, per this contract, or fund the program.
6. Failure of an experienced Main Street Manager (in the role greater than two (2) years) to spend a minimum of 75% of their time on Main Street Program work.
7. Limiting Main Street Manager effectiveness by adding roles or titles beyond Main Street specific responsibilities, which results in a negative impact on program's effectiveness as documented by a drop in annual assessment scoring and/or affiliate designation.
8. Failure to hire for a Main Street Manager vacancy within six (6) months of the previous manager's departure.
9. Failure to establish an active Board that is solely focused on the TMSP approved Main Street District.
10. Failure of a community to employ Historic Preservation Codes and Ordinances or to actively advocate for them.
11. Failure to abide by this Agreement.

THC shall notify Participant in writing prior to implementing probation in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19. In the case of probation, Participant will work with the THC's State Coordinator or delegate to overcome any deficiencies. THC may terminate the Local Program's participation in the TMSP if Participant fails to remedy identified deficiencies within a reasonable time. No fees will be refunded in cases of probation and any outstanding fees under this Agreement will remain due. During probationary status, the stipulations called for in sections III and IV of this Agreement may be temporarily altered or suspended upon THC's discretion.

F. National Main Street America ™ membership.

Participant shall budget for and maintain membership in the National Main Street Center.

IV. SERVICES TO BE PERFORMED BY TMSP

A. On-site visits and technical expertise.

TMSP services are available to designated Texas Main Street Cities in good standing and will be delivered in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19 subject to available THC resources. issues. Services may include, but are not limited to consultations, training, or site visits to address design, organization, promotion, economic vitality, and historic preservation.

B. Assistance Securing a Main Street Manager.

Should a replacement program manager be needed, the TMSP office can assist with elements of the hiring process, including job description examples, job posting options, and interview questions. Upon Participant's request, the TMSP office may assist in the hiring process if its capacity allows; however, the responsibility for selection, salary, employment and employee-related legal matters will remain with Participant. The Participant is responsible for, and shall hold THC and TMSP harmless from, all the acts and omissions of its managers and all of its employees, agents, representatives, contractors and/or subcontractors.

V. GENERAL TERMS AND RESPONSIBILITIES.

A. Confidentiality and Public Information Act.

Notwithstanding any provisions of this Agreement to the contrary, Participant and THC will comply with the Texas Public Information Act, codified in Chapter 552, Texas Government Code, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. THC and Participant agree to notify each other in writing within a reasonable time from receipt of a request for information related to Participant's work under this Agreement. Participant and THC will cooperate in the production of documents responsive to the request. Participant will notify THC within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Subject to the Texas Public Information Act, Participant agrees to maintain

the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information.

B. Dispute Resolution.

The dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used by THC and Participant to resolve any dispute arising under the Agreement.

If Participant's claim for breach of Agreement cannot be resolved in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Participant shall submit written notice, as required by Chapter 2260, to the individual identified in the Agreement for receipt of notices. Compliance by Participant with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is Participant's sole and exclusive process for seeking a remedy for an alleged breach of Agreement by THC if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Agreement by Participant and THC nor any other conduct of any representative of the Participant or THC relating to the Agreement shall be considered a waiver of sovereign immunity to suit by THC or any governmental immunity to which Participant is otherwise entitled under Texas law.

C. Indemnification.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PARTICIPANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND THE TM SUBLICENSE AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THC AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY

CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF PARTICIPANT PURSUANT TO THIS AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PARTICIPANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

D. Independent Contractor.

Participant or Participant's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing goods or services. Participant or Participant's employees, representatives, agents and any subcontractors shall not be employees of THC. Should Participant subcontract any of the services required in this Agreement, Participant expressly understands and acknowledges that in entering such subcontract(s), THC is in no manner liable to any subcontractor(s) of Participant. In no event shall this provision relieve Participant of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement and the TM Sublicense Agreement or Updated TM Sublicense Agreement.

E. Ownership of Intellectual Property.

For the purposes of this Agreement, the term "Work Product" is defined as all reports, analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, knowledge, know-how, ideas, improvements, plans, advice, research, materials, intellectual property or other property developed, produced, or generated in part or in full by THC and/or in cooperation with Participant, in connection with this Agreement. Work Product specifically excludes pre-existing material owned by Participant, or material developed during the Term of this Agreement independently and exclusively by Participant without any THC involvement or contribution, and that does not include or incorporate any Work Product or Work Product components ("Independent Participant Material"). All Work Product generated pursuant to this Agreement is made the exclusive property of THC. All right, title and interest in and to said Work Product shall vest in THC upon creation and shall be deemed to be, and is expressly intended by the parties to be, a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such Work Product may not, by operation of law, vest in THC, or such Work Product may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to THC. THC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the Work Product subject matter, and any extensions and renewals thereof.

Furthermore, if and to the extent THC provides Participant any Work Product and/or other property owned by THC ("THC Property") to assist Participant to further the Local Program and the purpose of this Agreement, THC hereby grants Participant, commencing

upon the date that Participant is designated as a Texas Main Street City, a nonexclusive, revocable, worldwide, fully paid, royalty-free, license, for the Term of this Agreement while Participant remains designated as a Texas Main Street City, to reproduce, modify, distribute, publicly perform, publicly display and use the THC Property only to the extent such use is in furtherance of the Local Program. To the extent Participant provides any Independent Participant Material to THC in connection with this Agreement, Participant hereby grants THC, and THC accepts, a nonexclusive, perpetual, irrevocable, worldwide, fully paid, royalty-free license to use, reproduce, copy, modify distribute, publicly perform, publicly display, store, post on the Internet and creative derivative works of such Independent Participant Material, and to sublicense and transfer such Independent Participant Material to third parties to use in accordance with these license terms for THC purposes.

F. State Auditor.

In addition to and without limitation of the other audit provisions of this Agreement, and to the extent applicable, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Participant or any other entity or person receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Participant or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Participant or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Participant further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Participant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Participant and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Participant related to this Agreement.

G. Assignment.

Participant may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it, without the prior written consent of THC. Any attempted assignment in violation of this provision is void and without effect.

VI. CONTRACT AMOUNT

In accordance with Texas Government Code § 442.014(d) and 13 Tex. Admin. Code § 19.5(d), Participant shall pay THC a fee in the amount of $2,600 to defray cost of staff time and expenses for services provided under the Local Program. THC shall invoice for the fee and Participant shall tender payment to THC within 60 days.

VII. TERM and TERMINATION

A. Term.

This Agreement begins upon the latest date the Agreement becomes fully executed by individuals who have the authority to bind the party on whose behalf he or she is signing ("Effective Date") and shall expire on December 31, 2026, unless terminated at an earlier date pursuant to subsection B below.

B. Termination.

1. Either party shall have a right to terminate all performances to be rendered under this Agreement by notifying the other party in writing at least ten (10) days in advance of the termination date.
2. In the event Participant refuses or fails to execute any Updated TM Sublicense Agreement pursuant to the terms of Section II. above within sixty (60) days of receipt thereof, THC shall have the right to immediately terminate this Agreement by written notice to the Participant.
3. Upon termination of this Agreement under subsections 1 or 2 above, Participant will no longer be designated as an official Texas Main Street City (as defined in 13 Tex. Admin. Code § 19.3(2)), and will no longer be allowed the use of any Work Product or THC Property, as defined herein, or the registered trademark, logos, and brand of National Main Street Center's membership program MAIN STREET AMERICA™. In such event, Participant agrees to return to THC any Work Product and THC Property in its possession.
4. No funds paid under Section VI. above shall be refunded in any case of termination.

VIII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be in writing and signed by both parties.

IX. APPLICABLE LAW AND VENUE; NO WAIVER; SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

Nothing in this Agreement shall be construed as a waiver of THC's sovereign immunity or any governmental immunity to which Participant is entitled under Texas law. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

X. PROHIBITED FOREIGN BUSINESSES

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Participant hereby represents and warrants that it is not engaged in business with a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions' regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A Participant engaged in business with a company claiming such exemption must submit the official copy of the declaration.

XI. FORCE MAJEURE

THC shall not be responsible for performance under this Agreement 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 THC.

Participant shall not be liable to THC for non-performance or delay in performance of a requirement under this Agreement if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of Participant, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; pandemic; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, Participant will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and Participant continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Participant shall immediately notify the THC's State Coordinator 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.

XII. NOTICES.

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and

the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:
City of Denton
401 N. Elm St.
Denton, TX 76201

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS AGREEMENT.

_____ Date: _____

Authorized Signature
(City Manager, Mayor, or Board Chair)

Signer printed name: Cassey Ogden

Signer title: Interim City Manager

Signer address: 215 E. McKinney St. Denton, TX 76201

Signer phone: 940-349-7195

_____ Date: _____

Amy Hammons, State Coordinator
Texas Main Street Program
P.O. Box 12276 Austin, TX 78711
512-463-5758 amy.hammons@thc.texas.gov

_____ Date: _____

Bradford Patterson, Chief Preservation Officer, DSHPO
Texas Historical Commission
P.O. Box 12276 Austin, TX 78711
512-936-2315

Texas Main Street Locally Designated Program
2026 Contract—Exhibits A & B

National Main Street Center's Trademark Sublicense Agreement grants the right to use the registered trademark, logos and brand of National Main Street Center's membership program - MAIN STREET AMERICA™. Agreements are issued by Main Street America to Local Program managers mid-year. For that reason, each Local Program signs this agreement mid-year and will have a copy on file. Local Programs designated as "Accredited" were directed to sign an accredited sublicense agreement. Local Programs designated as "Affiliate" were directed to sign an affiliate sublicense agreement. For the purposes of this TMSP contract, we have included a sample of both sublicense agreements--Exhibit A is a Local Program Accredited Sublicensing Agreement for the City of Denton and Exhibit B is a Local Program Affiliate Sublicensing Agreement for the City of Bay City.

Docusign Envelope ID: DFF8C022-3880-4D90-903D-A70D834A63FD

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Texas Historical commission ("**Coordinating Program**") and city of Denton ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts ("Local Programs"). Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: https://higherlogicdownload.s3.amazonaws.com/NMSC/39e00...2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main_Street_America_Tier_System_Overview_-_2019_Update.pdf).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Sublicense Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. No. 3,365,568
NATIONAL MAIN STREET CENTER	Reg. No. 5,370,135

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to below, and any other trademarks owned by the National Trust, or the NMSC, which the NMSC may grant the Coordinating Program and Sublicensee permission to use from time to time, are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

EXHIBIT A

Docusign Envelope ID: DFF8C022-3880-4D90-903D-A70D834A63FD

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants to the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

i. **MAIN STREET AMERICA™ word and logo marks**. The Sublicensee's right to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo is limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:

MAIN STREET AMERICA™ Accredited

As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.

ii. **NATIONAL MAIN STREET CENTER® word mark**. The Sublicensee's right to use the NATIONAL MAIN STREET CENTER® word mark solely and exclusively to indicate its association with the National Main Street Center.

iii. **MAIN STREET® word mark**. The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Sublicensee at the Accredited level, in connection with commercial district revitalization and related consultation, education, and training.

EXHIBIT A

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logo by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g.,

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website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER word mark by Sublicensee must follow the requirements set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER mark by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through May 31, 2026, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee holding an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main_Street_America_Tier_System_Overview_-_2019_Update.pdf, and are incorporated herein by reference.

EXHIBIT A

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Goodwill and promotional value. Sublicensee recognizes and acknowledges the value of goodwill associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

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9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) calendar days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) calendar day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines, in their sole discretion: (i) that Sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Sublicense Agreement, the Sublicensee will discontinue use of the Trademarks and will promptly destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

EXHIBIT A

11. Governing Law. This Sublicense Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten (10) business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:
Name: Texas Historical commission
Address: PO Box 12276

Docusign Envelope ID: DFF8C022-3880-4D90-903D-A70D834A63FD

Austin, TX 78711
Phone: 512-936-2315
Email: brad.patterson@thc.texas.gov

To Sublicensee:
Name: City of Denton
Address: 401 N. Elm
Denton, TX 76201
Phone: 940.349.7531
Email: sara.hensley@cityofdenton.com

14. Successors. This Sublicense Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this Sublicense Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Sublicense Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Hold Harmless. The Sublicensee will be responsible at all times for the supervision and management of its activities under this Sublicense Agreement. To the extent possible in accordance with state law, the Sublicensee agrees to hold harmless the Coordinating Program, the NMSC, the National Trust, and their respective directors, trustees, officers, employees, and agents, from any and all liability, loss, damages, costs or expenses which arise out of the negligent acts or omissions of the Sublicensee, its directors, officers, employees, and agents, while acting in the scope of their employment and/or in the course of their involvement with the Sublicensee's activities.

19. Insurance. The Sublicensee shall obtain and maintain one or more policies of insurance to ensure Sublicensee's performance of its obligations under this Sublicense Agreement and to provide adequate protection for the Coordinating Program, the NMSC, and the National Trust, against any and all claims, demands, causes of action or damages, including attorney's fees, arising out of the performance of this Sublicense Agreement. Nothing herein shall prevent the Sublicensee from self-insuring the terms of coverage or from contracting with an insurance company to provide substantially equivalent coverage.

20. Relationship of the Parties. The Sublicensee is an independent contractor. Nothing in this Sublicense Agreement shall be construed to create or constitute a partnership, joint venture, or any other agency or employment relationship between the parties hereto. Neither party is authorized to enter into any agreement on behalf of, assume any obligation for, or otherwise bind the other party financially or otherwise; nor is either party responsible for the obligations of the other party, including but not limited to obligations to the other's own employees, their wage/salaries, benefits, vacation pay, and the like.

EXHIBIT A

Docusign Envelope ID: DFF8C022-3880-4D90-903D-A70D834A63FD

21. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties enter into this Sublicense Agreement effective as of the last date written below.

Coordinating Program

By: Signed by: Bradford Patterson B056A2355A2C40D...

Date: 7/9/2025

Sublicensee

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

City Manager

Date: 6/26/2025

EXHIBIT A

Docusign Envelope ID: DFF8C022-3880-4D90-903D-A70D834A63FD

EXHIBIT A

BRAND GUIDELINES

EXHIBIT A

Docusign Envelope ID: DFF8C022-3880-4D90-903D-A70D834A63FD

Brand *Guidelines*



EXHIBIT A

Docusign Envelope ID: DFF8C022-3880-4D90-903D-A70D834A63FD

MAIN STREET AMERICA™

how we describe ourselves

IT IS IMPORTANT THAT WE ALL TELL THE SAME STORY ABOUT *MAIN STREET AMERICA* TO HELP DISTINGUISH AND REINFORCE OUR BRAND. TO DO THAT, WE HAVE THREE LEVELS OF INCREASING DETAIL: TAGLINE, DESCRIPTOR, AND POSITIONING STATEMENT.

TAGLINE

The tagline is our simplest statement about what Main Street America stands for. We can use it in written materials but to help establish consistency, we should not alter the words.

> Nationally recognized. Locally powered.

DESCRIPTOR

The descriptor was developed to be a concise statement about Main Street America to be used in such applications as press releases, announcements, and promotional materials. While it can be altered if necessary for specific circumstances, we encourage using it intact for most applications.

> *Main Street America™* has been helping revitalize older and historic commercial districts for more than 35 years. Today it is a network of more than 1,600 neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, a subsidiary of the National Trust for Historic Preservation.

EXHIBIT A

Docusign Envelope ID: DFF8C022-3880-4D90-903D-A70D834A63FD

MAIN STREET AMERICA™

Our positioning

POSITIONING STATEMENT

The positioning statement provides more detail about *Main Street America* and what makes our program both unique and effective. It can be used in its entirety, or parts can be extracted, as a source of language for a variety of communication needs.

***Main Street America™* is a movement.** Main Street America has been helping revitalize older and historic commercial districts for more than 35 years. It is the leading voice for preservation-based economic development and community revitalization across the country. Made up of small towns, mid-sized communities, and urban commercial districts, Main Street America represents the broad diversity that makes this country so unique. Working together, the programs that make up the Main Street America network help to breathe new life into the places people call home.

Main Street America is a mark of distinction. It is a seal, recognizing that participating programs, organizations, and communities are part of a national movement with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns. Since 1980, over 2,000 communities have been part of Main Street, bringing renewed energy and activity to America's downtowns and commercial districts, securing $61 billion in new investment creating more than 525,000 net new jobs and rehabilitating 251,000 buildings.

Main Street America is a time-tested strategy. Main Street America communities are encouraged to make use of a time-tested approach, known as the Main Street Approach. The Main Street Approach is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that impact the quality of life in a community, and strategic focus on the core principles of downtown and neighborhood revitalization: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization.

EXHIBIT A

Docusign Envelope ID: DFF8C022-3880-4D90-903D-A70D834A63FD

MAIN STREET AMERICA™

Our logo

THE MAIN STREET AMERICA™ NAME AND ALL ASSOCIATED LOGOS ARE TRADEMARKS OF THE NATIONAL MAIN STREET CENTER AND MAY BE USED ONLY WITH PERMISSION OF NMSC.

Three brand treatments—each associated with a different level of membership with Main Street America—are available to accommodate communication needs and establish consistency across the network. All Main Street America members who have signed licensing or sub-licensing agreements are required to include the appropriate logo and membership language on their websites, and are encouraged to use them across other communications and branding platforms.

EXHIBIT A

MAIN STREET AMERICA™
2016 Affiliate

MAIN STREET AMERICA™
2016 Accredited

MAIN STREET AMERICA™
2016 Coordinating Program

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MAIN STREET AMERICA™

logo usage

IT IS IMPERATIVE THAT A LOGO IS PRESENTED CONSISTENTLY, CLEARLY AND CORRECTLY.

There are a few rules to keep in mind when using our logo:

BE CONSISTENT Place the logo on a white background. Do not place on dark, photographic, or illustrative backgrounds.

KEEP IT CLEAR Make sure the logo has enough space around it so that it is legible. Do not place other elements within the "clear space."

USE CORRECTLY Use approved logo files as they are provided, do not alter them in any way.

EXHIBIT A



Always maintain an area of "clear space" around the logo to ensure legibility. That space is equal to the height of "MAIN STREET": . DO NOT place anything inside of the gray dotted box.



DO NOT resize parts of the logo

DO NOT omit parts of the logo



DO NOT change the color of the logo

DO NOT add effects such as drop shadows to the logo



DO NOT stretch or distort the logo



DO NOT alter the placement of the parts of the logo



DO NOT rotate the logo



DO NOT place the logo on patterns or photos

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MAIN STREET AMERICA™

Our Colors

A COLOR PALETTE IS AN ESSENTIAL INGREDIENT IN ESTABLISHING A STRONG AND DISTINCTIVE BRAND PRESENCE.

The icon of our logo is comprised of four colors with black text. Along with shades of gray, these are the only acceptable colors to be used in our communications. The logo should always command the most visual attention, and color should be used to support but never overwhelm the logo. Additionally, when appropriate, color may be used to highlight the Main Street Four Point Approach®; each area has an assigned color:

ECONOMIC VITALITY // QUALITY DESIGN // EFFECTIVE PROMOTION // SUSTAINABLE ORGANIZATION

BLUE	GREEN	ORANGE	YELLOW	
100.0.20.0	50.0.100.0	0.40.100.0	0.10.100.0	Print (CMYK)
PMS 313	PMS 376	PMS 1[illegible]	PMS 116*	Print (PANTONE)
0.173.208	106.189.69	[illegible]54.29	254.203.0	SCREEN (RGB)



SHADES OF GRAY

* Pantone Color Values vary between Coated, Uncoated and Matte finishes. While these variations are typically nominal, please use PMS 114 on Uncoated paper instead of PMS 116 because it's the better overall match.

EXHIBIT A

Docusign Envelope ID: DFF8C022-3880-4D90-903D-A70D834A63FD

MAIN STREET AMERICA™

File usage

OUR LOGO IS AVAILABLE IN A VARIETY OF FILE FORMATS.

The appropriate format should be selected based on how it will be used.
Please refer to the list below for guidance.

EPS Created in Adobe Illustrator, logo files are EPS vector files and resolution-independent, meaning they can be scaled an infinite amount without any loss of quality. Use EPS files for print, broadcast and specialty items.

JPEG A raster graphic image file created by choosing from a range of compression qualities, therefore making it smaller in size and easier to email. Usually for broadcast, MS Word or web use, JPEGs can only be used for print reproduction if they have high enough resolution.

PNG A raster graphic image file that supports lossless data compression. This format provides background transparency, perfect for use in MS PowerPoint presentations.

EXHIBIT A

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TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Texas Historical Commission ("**Coordinating Program**") and City of Bay City ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts ("Local Programs"). Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main_Street_America_Tiers_System_Overview_-_2019_Update.pdf).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Affiliate level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Sublicense Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. No. 3,365,568
NATIONAL MAIN STREET CENTER	Reg. No. 5,370,135

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to below, and any other trademarks owned by the National Trust, or the NMSC, which the NMSC may grant the Coordinating Program and Sublicensee permission to use from time to time, are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

EXHIBIT B

Docusign Envelope ID: 472BD919-4B6A-474E-9019-F4AE7F787C39

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants to the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

i. **MAIN STREET AMERICA™ word and logo marks**. The Sublicensee's right to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo is limited to Sublicensees which are members in good standing at the Affiliate membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Affiliate Level:



As a Main Street America™ Affiliate, INSERT NAME HERE is part of a national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development.

ii. **NATIONAL MAIN STREET CENTER® word mark**. The Sublicensee's right to use the NATIONAL MAIN STREET CENTER® word mark solely and exclusively to indicate its association with the National Main Street Center.

iii. **MAIN STREET® word mark**. The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Sublicensee at the Affiliate level, in connection with commercial district revitalization and related consultation, education, and training.

EXHIBIT B

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Affiliate level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logo by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g.,

Docusign Envelope ID: 472BD919-4B6A-474E-9019-F4AE7F787C39

website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER word mark by Sublicensee must follow the requirements set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER mark by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through May 31, 2026, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee maintaining an active MAIN STREET AMERICA membership at the Affiliate level with NMSC. The requirements of this membership are currently available at: https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main_Street_America_Tier_System_Overview_-_2019_Update.pdf, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Goodwill and promotional value. Sublicensee recognizes and acknowledges the value of goodwill associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

EXHIBIT B

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9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Affiliate Local Programs. Such termination will be effective thirty (30) calendar days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) calendar day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines, in their sole discretion: (i) that Sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Sublicense Agreement, the Sublicensee will discontinue use of the Trademarks and will promptly destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

EXHIBIT B

11. Governing Law. This Sublicense Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:
Name: Bradford Patterson
Address: PO Box 12276

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Austin, TX 78711

Phone: 512-936-2315
Email: Brad.Patterson@thc.texas.gov

To Sublicensee:

Name: Scotty Crow Jones
Address: 1901 5TH STREET
BAY CITY, TEXAS 77414
Phone: Phone
Email: tisrael@cityofbaycity.org

14. Successors. This Sublicense Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this Sublicense Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Sublicense Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Hold Harmless. The Sublicensee will be responsible at all times for the supervision and management of its activities under this Sublicense Agreement. To the extent possible in accordance with state law, the Sublicensee agrees to hold harmless the Coordinating Program, the NMSC, the National Trust, and their respective directors, trustees, officers, employees, and agents, from any and all liability, loss, damages, costs or expenses which arise out of the negligent acts or omissions of the Sublicensee, its directors, officers, employees, and agents, while acting in the scope of their employment and/or in the course of their involvement with the Sublicensee's activities.

19. Insurance. The Sublicensee shall obtain and maintain one or more policies of insurance to ensure Sublicensee's performance of its obligations under this Sublicense Agreement and to provide adequate protection for the Coordinating Program, the NMSC, and the National Trust, against any and all claims, demands, causes of action or damages, including attorney's fees, arising out of the performance of this Sublicense Agreement. Nothing herein shall prevent the Sublicensee from self-insuring the terms of coverage or from contracting with an insurance company to provide substantially equivalent coverage.

20. Relationship of the Parties. The Sublicensee is an independent contractor. Nothing in this Sublicense Agreement shall be construed to create or constitute a partnership, joint venture, or any other agency or employment relationship between the parties hereto. Neither party is authorized to enter into any agreement on behalf of, assume any obligation for, or otherwise bind the other party financially or otherwise; nor is either party responsible for the obligations of the other party, including but not limited to obligations to the other's own employees, their wage/salaries, benefits, vacation pay, and the like.

EXHIBIT B

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21. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties enter into this Sublicense Agreement effective as of the last date written below.

Coordinating Program

By: Signed by: Bradford Patterson 563A06D4C168466... _____

Date: 5/29/2025

Sublicensee

By: Signed by: Scotty Crow Jones EB1CB54EE0A74DE... _____

Date: 5/28/2025

EXHIBIT B

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EXHIBIT A

BRAND GUIDELINES

EXHIBIT B

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Brand *Guidelines*

EXHIBIT B

MAIN STREET AMERICA™

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MAIN STREET AMERICA™

how we describe ourselves

IT IS IMPORTANT THAT WE ALL TELL THE SAME STORY ABOUT *MAIN STREET AMERICA* TO HELP DISTINGUISH AND REINFORCE OUR BRAND. TO DO THAT, WE HAVE THREE LEVELS OF INCREASING DETAIL: TAGLINE, DESCRIPTOR, AND POSITIONING STATEMENT.

TAGLINE

The tagline is our simplest statement about what Main Street America stands for. We can use it in written materials but to help establish consistency, we should not alter the words.

> Nationally recognized. Locally powered.

DESCRIPTOR

The descriptor was developed to be a concise statement about Main Street America to be used in such applications as press releases, announcements, and promotional materials. While it can be altered if necessary for specific circumstances, we encourage using it intact for most applications.

> *Main Street America™* has been helping revitalize older and historic commercial districts for more than 35 years. Today it is a network of more than 1,600 neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, a subsidiary of the National Trust for Historic Preservation.

EXHIBIT B

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MAIN STREET AMERICA™

Our positioning

POSITIONING STATEMENT

The positioning statement provides more detail about *Main Street America* and what makes our program both unique and effective. It can be used in its entirety, or parts can be extracted, as a source of language for a variety of communication needs.

***Main Street America™* is a movement.** Main Street America has been helping revitalize older and historic commercial districts for more than 35 years. It is the leading voice for preservation-based economic development and community revitalization across the country. Made up of small towns, mid-sized communities, and urban commercial districts, Main Street America represents the proud diversity that makes this country so unique. Working together, the programs that make up the Main Street America network help to breathe new life into the places people call home.

Main Street America is a mark of distinction. It is a seal, recognizing that participating programs, organizations, and communities are part of a national movement with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns. Since 1980, over 2,000 communities have been part of Main Street, bringing renewed energy and activity to America's downtowns and commercial districts, securing $61 billion in new investment creating more than 525,000 net new jobs and rehabilitating 251,000 buildings.

Main Street America is a time-tested strategy. Main Street America communities are encouraged to make use of a time-tested approach, known as the Main Street Approach. The Main Street Approach is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that impact the quality of life in a community, and strategic focus on the core principles of downtown and neighborhood revitalization: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization.

EXHIBIT B

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MAIN STREET AMERICA™

Our logo

THE MAIN STREET AMERICA™ NAME AND ALL ASSOCIATED LOGOS ARE TRADEMARKS OF THE NATIONAL MAIN STREET CENTER AND MAY BE USED ONLY WITH PERMISSION OF NMSC.

Three brand treatments—each associated with a different level of membership with Main Street America—are available to accommodate communication needs and establish consistency across the network. All Main Street America members who have signed licensing or sub-licensing agreements are required to include the appropriate logo and membership language on their websites, and are encouraged to use them across other communications and branding platforms.

EXHIBIT B

MAIN STREET AMERICA™
2016 Affiliate

MAIN STREET AMERICA™
2016 Accredited

MAIN STREET AMERICA™
2016 Coordinating Program

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MAIN STREET AMERICA™

logo usage

IT IS IMPERATIVE THAT A LOGO IS PRESENTED CONSISTENTLY, CLEARLY AND CORRECTLY.

There are a few rules to keep in mind when using our logo:

BE CONSISTENT Place the logo on a white background. Do not place on dark, photographic, or illustrative backgrounds.

KEEP IT CLEAR Make sure the logo has enough space around it so that it is legible. Do not place other elements within the "clear space."

USE CORRECTLY Use approved logo files as they are provided, do not alter them in any way.



Always maintain an area of "clear space" around the logo to ensure legibility. That space is equal to the height of "MAIN STREET": . DO NOT place anything inside of the gray dotted box.

EXHIBIT B



DO NOT resize parts of the logo

DO NOT omit parts of the logo



DO NOT change the color of the logo

DO NOT add effects such as drop shadows to the logo



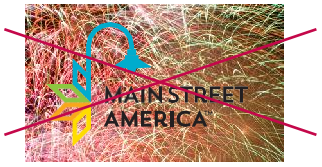
DO NOT stretch or distort the logo



DO NOT alter the placement of the parts of the logo



DO NOT rotate the logo



DO NOT place the logo on patterns or photos

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MAIN STREET AMERICA™

Our Colors

A COLOR PALETTE IS AN ESSENTIAL INGREDIENT IN ESTABLISHING A STRONG AND DISTINCTIVE BRAND PRESENCE.

The icon of our logo is comprised of four colors with black text. Along with shades of gray, these are the only acceptable colors to be used in our communications. The logo should always command the most visual attention and other should be used to support but never overwhelm the logo. Additionally, when appropriate, color may be used to highlight the Main Street Four Point Approach®; each area has an assigned color:

ECONOMIC VITALITY // QUALITY DESIGN // EFFECTIVE PROMOTION // SUSTAINABLE ORGANIZATION

BLUE	GREEN	ORANGE	YELLOW	
100.0.20.0	50.0.100.0	0.40.100.0	0.10.100.0	Print (CMYK)
PMS 313	PMS 376	PMS 1[illegible]	PMS 116*	Print (PANTONE)
0.173.208	106.189.69	[illegible]54.29	254.203.0	SCREEN (RGB)



SHADES OF GRAY

* Pantone Color Values vary between Coated, Uncoated and Matte finishes. While these variations are typically nominal, please use PMS 114 on Uncoated paper instead of PMS 116 because it's the better overall match.

EXHIBIT B

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MAIN STREET AMERICA™

File usage

OUR LOGO IS AVAILABLE IN A VARIETY OF FILE FORMATS.

The appropriate format should be selected based on how it will be used.
Please refer to the list below for guidance.

EPS Created in Adobe Illustrator, logo files are EPS vector files and resolution-independent, meaning they can be scaled an infinite amount without any loss of quality. Use EPS files for print, broadcast and specialty items.

JPEG A raster graphic image file created by choosing from a range of compression qualities, therefore making it smaller in size and easier to email. Usually for broadcast, MS Word or web use, JPEGs can only be used for print reproduction if they have high enough resolution.

PNG A raster graphic image file that supports lossless data compression. This format provides background transparency, perfect for use in MS PowerPoint presentations.

EXHIBIT B

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

ACM: **Christine Taylor**

DATE: **May 5, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton approving a grant to Brakefield's Pool Service, LLC for façade and sign improvements located at 520 S. Elm Street from the Downtown Reinvestment Grant Program in an amount not to exceed $10,000.00 from Tax Increment Reinvestment Zone Number One funds; and providing for an effective date. The Tax Increment Reinvestment Zone Number One Board Recommends Approval (5-0).

BACKGROUND

Brakefield's Pool Service was founded by Jay Brakefield in 2012 as a part-time venture. By 2014, the company had grown to nearly 30 clients, and in 2016, he transitioned the business to a full-time operation.

Brakefield's Pool Service provides services for swimming pools and backyard areas. Their offerings include weekly pool maintenance, equipment repairs, new equipment installation, tile and coping repairs, concrete repair and installation, deck-o-seal/mastic replacement, leak detection, and more.

Today, Brakefield's Pool Service employs seven full-time employees, and works with a network of highly skilled subcontractors.

Project

After more than a decade of successful operations, Brakefield's Pool Service has relocated to 520 S. Elm St. The company is currently enhancing the building's exterior with fresh paint and new signage to attract additional clients. Looking ahead, their goal is to renovate the interior while preserving the original structure. This expansion will create additional space to open a retail area where customers can conveniently purchase pool chemicals and equipment.

Projected Improvements include: Façade (Paint Only) and Sign
Project Submitted Expenses: $32,883.65
Grant Request: $10,000
Applicable Policy Limits:

- *Façade/Building Rehabilitation:*

- Definition: Removing slipcovers or non-historical/added facades, repainting brick or replacing mortar joints, replacing or restoring cornices, removing paint from brick, replacing windows, restoring transom windows, painting, roof and foundation work.
    - Paint-only grants are limited to a 50% match with a cap of $7,500 per grant.

- *Awnings and Signs:*
    - Definition: Replacing, adding or repairing awnings and signs. Signs may include signboards, projecting signs and pedestrian signage (includes window sign, hanging sign, and awning/canopy sign).
        - Awning grants are limited to a 50% match with cap of $7,500 per grant. Sign grants are limited to a 50% match with a cap of $2,500.

PRIOR ACTION/REVIEW

On February 19, 2026, the Downtown Economic Development Committee (DEDC) reviewed and scored the grant application. The application received an average score of 27 points, making it eligible for a recommendation of up to the max allowable amount of $10,000. These scores support the recommendation to approve the application as requested. The grant application request and DEDC recommendation are up to $10,000.

On March 25, 2026, the Tax Increment Reinvestment Zone Number One Board reviewed the application and voted to recommend City Council approve the Downtown Reinvestment Grant Program application in the amount not to exceed $10,000 as recommended by the DEDC for Brakefield's Pool Service, LLC located at 520 S. Elm Street.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Agreement
Exhibit 3 – Presentation
Exhibit 4 – LLC Search

Respectfully submitted:
Kristen Pulido
Main Street Program Manager
Office of Economic Development

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING A GRANT TO BRAKEFIELD'S POOL SERVICE LLC FOR FAÇADE AND SIGN IMPROVEMENTS LOCATED AT 520 S. ELM STREET FROM THE DOWNTOWN REINVESTMENT GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED $10,000.00 FROM TAX INCREMENT REINVESTMENT ZONE NUMBER ONE FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE BOARD RECOMMENDS APPROVAL (5-0).

WHEREAS, on April 3, 2007, the City Council approved the Downtown Reinvestment Grant Program (the "Program") by Ordinance No. 2007-072; and

WHEREAS, on September 18, 2018, August 18, 2020, December 14, 2021, and November 19, 2025, the City Council approved changes to the Program by Ordinance Nos. 18-1321, 20-1521, 21-2626, and 25-1911, respectively; and

WHEREAS, Brakefield's Pool Service LLC, tenant of the property located at 520 S. Elm St., Denton, Texas 76201 (the "Property"), applied for a $10,000.00 grant in accordance with the Program; and

WHEREAS, the Tax Increment Financing Reinvestment Zone Number One Board and the Downtown Economic Development Committee reviewed the application in accordance with the Program and recommend a grant in the full amount requested by the applicant; and

WHEREAS, pursuant to the Program, the maximum Grant amount for the improvements to the Property is $10,000.00; and

WHEREAS, it is in the public interest and benefits the Downtown TIRZ to award the Downtown Reinvestment Grant, thereby stimulating economic development and promoting desired redevelopment in the downtown area of the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations in the preamble of this ordinance are found to be true and incorporated herein by reference as if fully set forth in the body of this ordinance.

SECTION 2. The City Council of the City of Denton hereby approves an agreement between the City and Brakefield's Pool Service LLC in the form attached hereto authorizing a grant in an amount not to exceed $10,000.00 payable from Tax Increment Reinvestment Zone No. 1 funds under the Program.

SECTION 3. The City Manager, or their designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City, including the expenditure of funds as provided in the Agreement.

SECTION 4. This Ordinance shall become effective immediately upon its passage and approval.

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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 Ruthven, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

Scott Bray
Deputy City Attorney

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY
ATTORNEY

BY: _____

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DOWNTOWN REINVESTMENT GRANT AGREEMENT

This Downtown Reinvestment Grant Agreement (the "Agreement") is entered into by and between the City of Denton, Texas, a Texas municipal corporation duly acting herein by and through its City Manager (the "City"), and Brakefield's Pool Service LLC, a Texas limited liability company with principal place of business at 520 S. Elm Street, Denton, TX 76201 ("Owner").

WHEREAS, the City Council of Denton, Texas (the "City Council") has, by Ordinance No. 2007-072, elected to offer downtown reinvestment grant incentives and has adopted guidelines and criteria governing downtown reinvestment grant incentive agreements known as the Downtown Reinvestment Grant Program Policy (the "Program"), a copy of which is on file in the City of Denton Economic Development Office and which is incorporated herein by reference; and

WHEREAS, the Program constitutes appropriate "guidelines and criteria" governing downtown reinvestment grant incentive agreements to be entered into by the City;

WHEREAS, the Owner will be the owner or have a leasehold interest, as of the Effective Date (as hereinafter defined), of certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and made a part of this Agreement for all purposes (the "Premises"); and

WHEREAS, on the 10th day of November, 2025, Owner submitted an application for a reinvestment grant with various attachments to the City concerning the contemplated use of the Premises (the "Application"), which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the City Council of the City of Denton finds that the contemplated use of the Premises, the Improvements (as hereinafter defined) to the Premises as set forth in this Agreement, and the other terms hereof are consistent with encouraging development in accordance with the purposes and are in compliance with the Program and similar guidelines and criteria adopted by the City and all applicable law;

NOW, THEREFORE, the City and Owner for and in consideration of the premises contained herein do hereby contract, covenant, and agree as follows:

I.
TERMS AND CONDITIONS OF REIMBURSEMENT GRANT

A. In consideration of and subject to the Owner meeting all the terms and conditions of reimbursement set forth herein, the City will pay to the Owner the following reimbursement grant:

1. A reimbursement grant in an amount not to exceed $10,000 (the "Grant") attributable to new Improvements, as hereinafter defined, being constructed on the Premises.

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2. The Grant will be distributed to Owner as a lump sum reimbursement upon completion of the Project, the receipt of adequate documentation of expenditure of the Grant amount on costs necessary and related to the Improvements as described in Exhibit "B" attached hereto, and approval of the completed Improvements by the City.

B. A condition of receiving the Grant is that, by May 5, 2027, Owner will complete paint and sign updates as described in Exhibit "B" (collectively, the "Improvements") on the Premises.

C. A condition of the Reimbursement is that the Improvements be completed and used substantially in accordance with the description of the project set forth in Exhibit "B" and comply with the requirements of the Program, which are incorporated herein by reference.

D. Owner agrees to comply with all the terms and conditions set forth in this Agreement.

E. The parties expressly understand and agree that City's payment of the Grant is contingent upon City's receipt and appropriation of adequate funds to pay the Grant. If adequate funds are not available to make the payment under this Agreement, City may, at its option, either reduce the amount of the Grant or te1minate the Agreement.

F. It is expressly understood that this Agreement in no way obligates the City to provide more funds than the Grant amount.

II.
CONDITION OF REIMBURSEMENT

A. Prior to payment of any portion of the Grant, all ad valorem real prope1iy taxes with respect to the Premises and all other prope1iy in the City owned by the Owner shall be current.

B. Prior to the payment of any portion of the Grant, Owner shall have constructed the Improvements as specified in Exhibit "B."

C. If alterations to the paint or sign are made for any reason within one (1) year from final payment of the Grant without prior written consent from the City, Owner is required to reimburse the City in the full amount of the Grant.

D. Prior to the award of the Grant, Owner shall own or have a leasehold interest in the Premises.

III.
RECORDS AND EVALUATION OF PROJECT

A. The Owner shall provide access and authorize inspection of the Premises by City

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employees and allow sufficient inspection of financial info1mation related to construction of the Improvements to ensure that the Improvements are made, and performance thresholds are met according to the specifications and conditions of this Agreement. Such inspections shall be done in a way that will not interfere with Owner's business operations.

IV.
GENERAL PROVISIONS

A. The City has adopted guidelines and criteria for the Program that allow it to enter into this Agreement containing the te1ms set fo1th herein.

B. The City has determined that procedures followed by the City to enter into this Agreement and the obligations of the parties to this Agreement conform to the requirements of the Code and the Program.

C. In the event of any conflict between the City zoning ordinances, or other City ordinances or regulations, and this Agreement, such ordinances or regulations shall control.

D. Owner represents and warrants that Owner is authorized to make the Improvements to the Premises.

E. Pursuant to Section 2264. 051 of the Texas Government Code, Owner certifies that it and its branches, divisions, or departments do not and will not knowingly employ an undocumented worker.

V.
NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designated in writing, by certified mail postage prepare, by hand delivery or via facsimile:

OWNER:

Brakefield's Pool Service, LLC
520 S. Elm Street
Denton, TX 76201

CITY:

Cassey Ogden, Interim City Manager
City of Denton
215 E. McKinney,
Denton, Texas 76201
Fax No. 940-349-8596

VI.
CITY COUNCIL AUTHORIZATION

This Agreement was authorized by the City Council by passage of Ordinance No. _____ authorizing the City Manager to execute this Agreement on behalf of the City.

Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

VII.
SEVERABIILTY

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word. In the event that (i) the term of the Grant with respect to any property is longer than allowed by law, or (ii) the Grant applies to a broader classification of property than is allowed by law, then the Grant shall be valid with respect to the classification of property abated hereunder, and the portion of the term, that is allowed by law.

VIII.
OWNER STANDING

Owner, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Owner shall be entitled to intervene in said litigation.

IX.
APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas and is fully performable in Denton County, Texas. Venue for any action under this Agreement shall be in Denton County, Texas.

X.
ENTIRE AGREEMENT

This instrument with the attached exhibits contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.

XI. BINDING

This Agreement shall be binding on the parties and the respective successors, assigns, heirs, and legal representatives.

XII.
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIII.
SECTION AND OTHER HEADINGS

Section or other headings contained in this Agreement are for reference purposes only

Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

and shall not affect in any way the meaning or interpretation of this Agreement.

XIV.
NO JOINT VENTURE

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby disavowed.

XV.
AMENDMENT

This Agreement may be modified in writing by the parties hereto to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement.

XVI.
FORCE MAJEURE

If, because of flood, fire, explosions, civil disturbances, strikes, war, acts of God, or other causes beyond the control of either Party, either Party is not able to perform any or all of its obligations under this Agreement, then the respective Party's obligations hereunder shall be suspended during such period but for no longer than such period of time when the party is unable to perform.

XVII.
INDEMNIFICATION

OWNER SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY ARISES FROM CITY'S GRANT AND OWNER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER AND ANY CONTESTS OR CHALLENGES TO THELEGAL AUTHORITY OF THE CITY OR OWNER TO ENTER INTO THIS AGREEMENT AND ANY AND ALL LIABILITIES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCURS AS A RESULT OF ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT OWNER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR THE BREACH BY THE CITY OF THIS AGREEMENT.

[Signature page follows]

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This Agreement is executed and effective on this, the _____ day of_____, 2026, (the "Effective Date") by duly authorized officials of the City and Owner.

CITY OF DENTON

_____
CASSEY OGDEN, INTERIM CITY MANAGER

ATTEST:
INGRID REX, CITY SECRETARY

Scott Bray
Deputy City Attorney

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

OWNER:
Brakefield's Pool Service LLC

DocuSigned by:
By: _____
79ACCD4C0FFD4FA...
Jay Brakefield, Member

Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Being Lot 2A, Block 33 of the ORIGINAL TOWN OF DENTON, an addition to the City of Denton, Denton County, Texas, according to the Plat thereof recorded in Cabinet F, Page 309, Plat Records, Denton County, Texas

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EXHIBIT B

APPLICATION AND IMPROVEMENTS

Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

From: Smartsheet Automation
To: Pulido, Kristen
Subject: Brakefield"s Pool Service, LLC has completed the Downtown Reinvestment Grant form
Date: Monday, November 10, 2025 10:44:58 AM

This message has originated from an **External Source**. Please be cautious regarding links and attachments.

<!--[if !mso]--> <!--[endif]-->

Brakefield's Pool Service, LLC has completed the Downtown Reinvestment Grant form

Brakefield's Pool Service, LLC has completed the Downtown Reinvestment Grant form:

• Address: 520 S Elm Street Denton, Tx 76201

• Type of work: Paint Only, Signage

• Planned Improvements: Exterior paint of both front and rear building - black trim and white fields

Sign - Vacuumed Form Pylon Face with install
59 3/4 x 96 1/4 lexan pans, 2" deep, 1 1/2" flange for 1" retainer, painted white b.g, 4 pms teal and/or blue, black, opaque for dark colors, white, double mas, outline, art.
LED Retrofit

• Total Cost: 32883.65

• Total Grant Request: 34000.00

Additional Notes:
• The prospect's submitted total cost is not equal to the sum of individual costs reported in the form.
• The prospect's submitted total grant request is not equal to the sum of individual grants reported in the form.
• The grant request exceeds 50% of the total project cost.

DRG App Data

Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

Details

Changes since 11/10/25, 10:42 AM

1 row added
5 attachments added

---

1 row added or updated (shown in yellow)

Row 5

Business name	Brakefield's Pool Service, LLC
Created date	11/10/25, 10:42 AM
Applicant name	Jay Brakefield
Applicant mailing address	520 S Elm St
Phone number	[redacted]
Email	[redacted]
Building owner different from applicant?	No
Building owner (if different from applicant)	
Building owner phone	
Building owner email	
Building name	Brakefield's Pool Service
Project site/address	520 S Elm Street Denton, Tx 76201
Type of work	Paint Only Signage
Planned Improvements Details	Exterior paint of both front and rear building - black trim and white fields Sign - Vacuumed Form Pylon Face with install 59 3/4 x 96 1/4 lexan pans, 2" deep, 1 1/2" flange for 1" retainer, painted white b.g, 4 pms teal and/or blue, black, opaque for dark colors, white, double mas, outline,

Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

	art. LED Retrofit
Downtown benefit	This project will enhance the appearance of my business, making it more inviting and visually appealing to visitors and residents. Fresh paint and signage will not only improve my storefront but also contribute to the overall aesthetic of downtown, helping create a more vibrant, attractive, and welcoming environment. An improved exterior encourages foot traffic, supports neighboring businesses by drawing more people to the area, and demonstrates pride in our community. By investing in the look of my business, I am helping strengthen the identity and appeal of the downtown district as a whole.
General or fire suppression application	General grant categories
Facade/building rehab cost	26000.00
Facade/building rehab requested grant	25833.33
Awnings cost	0
Awnings requested grant	0
Signs cost	7050.32
Signs requested grant	8000.00
Impact fees cost	0
Impact fees requested grant	0
Utility upgrades cost	0
Utility upgrades requested grant	0
Interior/code improvements cost	0
Interior/code improvements requested grant	0

Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

Fire suppression system cost	
Fire suppression system requested grant	
Total cost (submission)	32883.65
Total cost (Smartsheet)	33050.32
Total grant request (submission)	34000.00
Total grant request (Smartsheet)	33833.33
Message Details	• The prospect's submitted total cost is not equal to the sum of individual costs reported in the form. • The prospect's submitted total grant request is not equal to the sum of individual grants reported in the form. • The grant request exceeds 50% of the total project cost.

Changes made by web-form@smartsheet.com

---

5 attachments added

- EDITED-FRONT.jpg (8M) added by web-form@smartsheet.com on Row 5: Brakefield's Pool Service, LLC
- Grantdocuments.pdf (14M) added by web-form@smartsheet.com on Row 5: Brakefield's Pool Service, LLC
- SignEstimate.pdf (135k) added by web-form@smartsheet.com on Row 5: Brakefield's Pool Service, LLC
- Signdrawing.png (631k) added by web-form@smartsheet.com on Row 5: Brakefield's Pool Service, LLC
- EDITED-SHOP.jpg (1M) added by web-form@smartsheet.com on Row 5: Brakefield's Pool Service, LLC

You are receiving this email because you are subscribed to a workflow "New application notification" (ID# 6133402949707652) on sheet DRG App Data
Exclude your changes from all notifications | Unsubscribe
Powered by Smartsheet Inc. | Privacy Policy | Report Abuse/Spam

Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

How will this project benefit Downtown?

Legal Description of the property:

Project Categories	Estimated Costs	Grant Requested
Facade/Building Rehab	$25,833.33	$7,500
Awnings		
Signs	$7050.32	$2,500
Impact Fees		
Utility Upgrades		
Interior/Code Improvements		
Fire Suppression System		
Totals	$32,883.65	$10,000

TOTAL COST OF PROPOSED PROJECT $ $32,883.65

TOTAL GRANT REQUEST
(May not exceed 50% of TOTAL COST up to $50,000) $ $10,000

Attach all required color samples of paint, awning/canopy, sign design, etc., as well as photographs of building's exterior facade, roof and foundation.

Jay Bradford 01/30/2026
Applicant's Signature *Date*

Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM

Please complete and return with the Downtown Reinvestment Grant Application to the Economic Development office, 401 N. Elm St., Denton, Texas. If you have any questions, please contact the Economic Development Department at 940- 349-7776.

I have met with a representative from the Economic Development Department, and I have read and fully understand the Downtown Reinvestment Grant procedures established by the Denton City Council. I intend to use this grant program for the aforementioned renovation projects to advance the efforts of revitalization and historic preservation of Denton's historic downtown. *I have not received, nor will I receive insurance monies for this revitalization project.*

I understand that if I am awarded a Downtown Reinvestment Grant by the City of Denton, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for facade, awning or sign work and the facade, sign or awning is altered for any reason within **one (1) year** from construction, I may be required to reimburse the City of Denton immediately for the full amount of the grant.)

Brakefield's Pool Service

Business/Organization Name

Brakefield's Pool Service

Applicant's Signature *Printed Name* *Date*

Jay Brakefield Jay Brakefield

Building Owner's Signature (if different from applicant) *Printed Name* *Date*

This section is to be completed by Economic Development staff.

Date considered by DEDC *Recommendation* *Staff Signature*

Date considered by TIRZ #1 Board *Recommendation* *Staff Signature*

Date considered by City Council *Approval* *Staff Signature*

Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

723 S Woodrow Lane
Denton, TX 76205
(940) 382-8899

signarama-denton.com

ESTIMATE
EST-9972

Payment Terms: Cash Customer

DESCRIPTION: Vacuumed Form Pylon Face- Qty 2

Bill To: Brakefield's Pool Service
701 S Locust St Suite 121
Denton, TX 76201
US

Pickup At: Signarama Denton, Texas
723 S Woodrow Lane
Denton, TX 76205
US

Requested By: Jay Brakefield
[redacted]

Salesperson: House Signarama Denton Texas
Entered By: Glen Smith

	PRODUCTS	QTY	UNIT PRICE	TAXABLE	TOTALS
1	**Vacuumed Form Pylon Face- Qty 2 with install** 59 3/4 x 96 1/4 lexan pans, 2” deep, 1 1/2” flange for 1” retainer, painted white b.g, 4 pms teal and/or blue, black, opaque for dark colors, white, double mask, outline, art	1	**$4,783.00**	**$4,783.00**	**$4,783.00**
1.1	Custom Item Taxed - Sign Faces				
2	**LED Retrofit**	1	**$1,355.00**	**$1,355.00**	**$1,355.00**
2.1	Custom Item Taxed - Sign Faces				

Regarding the production of custom signs, this estimate is valid based on information from the client about the project requirements. Changes by the client after proof and quote approval may result in a change to the price of the produced signs. There will be a 3.25% convenience fee added to all orders that are paid with a credit card. Customers paying with checks or cash must notify Signarama to remove the charge.

Permitting: An administrative fee will be added for each permit filed with the city. This covers artwork, creation for plans submitted, and paperwork to be filed with the city. Additionally, the raw cost of the permit as billed by the city will be added to the final invoice at no markup. It is the responsibility of the client to inform E & S Signs LLC dba Signarama Denton to remove the permit acquisition fees if they wish to obtain it themselves, or forgo acquiring a permit altogether. The property owner / tenant is ultimately held responsible for permits and code violations on premises, and acknowledges E & S Signs LLC dba Signarama Denton is not liable for any violations or fees from improper permit acquisition. All signs are property of E & S Signs LLC dba Signarama Denton until payment is received in full.

Base Subtotal:	**$6,138.00**
Shipping:	**$375.00**
Subtotal:	**$6,513.00**
Taxable Amount:	**$6,513.00**
Taxes:	**$537.32**
Grand Total:	**$7,050.32**
Deposit Required:	**$3,525.16**

Regarding Installation and onsite services, this quote is for estimation purposes and is not a guarantee of cost for sign services for installation. The Estimate is based on current information from the client about the project. for the time required to complete the installation. Actual cost may change once project elements are finalized. Client agrees that sign service & repair will add on the cost of ballast, LED lights, lamps, sockets, wiring, and other components to restore sign illumination as needed only. Client must request and approve the complete replacement of lamps. Client may choose to pay for a site survey wherein we will inspect the sign illumination and will provide an itemized list of replacement components the sign needs. Note any lighted sign longer 10ft in is subject to a center seam. This estimate only includes the installation to an existing sign circuit. If there is no existing sign circuit an electrician will be needed to create the sign circuit and completed by the owner before the installation of the lighted sign.
THIS ESTIMATE IS VALID FOR 30 DAYS FROM THE LAST REVISED DATE. Tariffs: Any cost of Tariffs, if applicable, will be applied as a shipping line item, and may vary depending on materials and economical climate. Client will be notified by E&S Signs LLC of the tariff amount and must approve before the project is moved into production.

Signature: _____ Date: _____

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Docusign Envelope ID: 7FF54EAD-BF46-4108-BBE3-B10669C34CBD

Estimate 25193-1

Issue Date July 29, 2025
Expires August 3, 2025

PREPARED BY
Clay Tolin
Tristar Built
(940) 367-7586
clay@tristarrepair.com
2126 James St, Denton, TX 76205, USA

PREPARED FOR
520 S Elm St
Jay Brakefield
[redacted]
520 S Elm St, Denton, TX 76201, USA

ESTIMATE DETAILS
520 S Elm St, Denton, TX 76201, USA

DESCRIPTION	TOTAL
Exterior Building Paint Exterior paint of both front and rear building,Black Trim and White fields	$25,833.33
TOTAL	**$25,833.33**

Upon approval of the project, a deposit will be required.
Unless otherwise notated, Draw Schedule is as follows:

For projects under $30,000: 1st draw of 50% at start of project with final balance due at completion.
For projects of $30,000-$79,999: 3 draw schedule
For projects over $80,000: 4 draw schedule
Change Orders will be billed 100% upon completion.

Terms and Conditions

TriStar Repair & Construction ("TriStar") will provide to The Owner the services outlined in this estimate.

Change Orders

Owner may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the work as a result of a Change Order.

Payment

Payments shall be made in accordance with the outlined draw schedule. In addition to any other right or remedy provided by law, if Owner fails to pay for the Services when due, TriStar has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and or seek legal remedies.

Insurance

TriStar shall maintain general liability insurance, in accordance with the minimum requirements of the state throughout the duration of the Services. TriStar shall provide Owner with proof of insurance upon the request of the Owner.

Access

The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris.

Warranty

TriStar shall provide a one year workmanship warranty on its services. Parts and materials are subject to the standard manufacturer's warranty.

Default

The occurrence of any of the following shall constitute a material default under this contract:
The failure to make a required payment when due, the insolvency or bankruptcy of either party, the subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency, and/or the failure to make available or deliver the Services in the time and manner provided for in this Contract.

Entire Agreement

DocuSign Envelope ID: 7FF54E4D-5F46-4108-BBE3-B19909C34C8D



DocuSign Envelope ID: 7FF54EAD-EF4E-4108-BBE3-B10995C34CE0



Brakefield's Pool Service, LLC

520 S. Elm St.

Kristen Pulido
Main Street Program Manager
Office of Economic Development

ID26-0673; May 5, 2026

ALIGNMENT WITH CITY PLANS

- **City's Strategic Plan**
  - Key Focus Area 3: Foster Economic Opportunity and Affordability
    - Grow Denton's Economic Vitality
  - Key Focus Area 4: Strengthen Community and Quality of Life
    - Preserve Community Character and Identity
    - Strengthen Community Amenities

- **Economic Development Strategic Plan**
  - 2D.2 Downtown Development

- **Design Downtown Plan**
  - Community Priority: Retail and Commercial Development

BACKGROUND

- 2012 – Jay Brakefield starts Brakefield's Pool Service part-time
- 2016 – Brakefield's Pools became a full-time business
  - Employs seven full-time employees plus extensive subs
  - Offers any service required for swimming pools or backyards



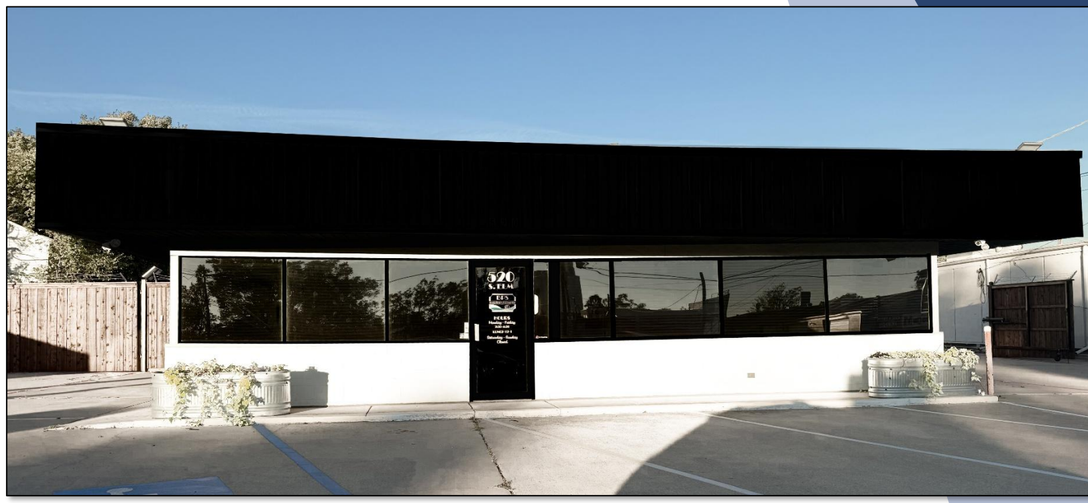
PROJECT

- New exterior paint and sign will enhance the appearance of the business, making it more inviting and visually appealing to visitors and residents.
- An improved exterior encourages foot traffic, supports neighboring businesses by drawing more people to the area, and demonstrates pride in the community.
- With investing in the look of the building, they are strengthening the identity and appeal of the Downtown District.



FAÇADE/ BUILDING REHABILITATION

- Paint
- **Projected Cost: $25,833**





AWNINGS & SIGNS

- Sign
- **Projected Cost: $7,050**



ELIGIBLE EXPENSES

Projected Project Cost: $32,833

Brakefield's Pool Service, LLC - Grant Application		
Project Category	**Estimated Cost**	**Grant Limit**
Façade/Building Rehabilitation	$25,833.33	50% up to $7,500
Awnings & Signs	$7,050.32	50% up to $2,500
Total Project Cost	**$32,833.65**	
Total Grant Request:	***$10,000***	

PRIOR ACTION

On February 19, 2026, the Downtown Economic Development Committee (DEDC) reviewed and scored the grant application. The application received an average score of 27 points, making it eligible for a recommendation of up to $10,000. These scores support the recommendation to approve the application requested. The Downtown Economic Development Committee recommends approval of up to $10,000 (9-0).

On March 25, 2026, the Tax Increment Reinvestment Zone Number One Board reviewed the application and voted to recommend City Council approve the Downtown Reinvestment Grant Program application in the amount not to exceed $10,000 as recommended by the DEDC for Brakefield's Pool Service located at 520 S. Elm Street.

Thank You

Brakefield's Pool Service, LLC

Texas Secretary of State
Jane Nelson

UCC | Business Organizations | Trademarks | Account | Help/Fees | Briefcase | Logout

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	802424311	**Entity Type:**	Domestic Limited Liability Company (LLC)
Original Date of Filing:	March 29, 2016	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32060033688	**FEIN:**	
Duration:	Perpetual		

Name: BRAKEFIELD'S POOL SERVICE LLC

Address: 520 S ELM ST
DENTON, TX 76201-6018 USA

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

Name	Address	Inactive Date
Jay Brakefield	710 Cordell Street Denton, TX 76201 USA	

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

ACM: **Christine Taylor**

DATE: **May 5, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton approving a grant to Mister Red, LLC for façade, awning, sign, and utility improvements located at 122 N. Locust Street from the Downtown Reinvestment Grant Program in an amount not to exceed $50,000.00 from Tax Increment Reinvestment Zone Number One funds; and providing for an effective date. The Tax Increment Reinvestment Zone Number One Board recommends approval (6-0).

BACKGROUND

In February 2025, Andy's Bar, which occupied both the ground floor and basement of 122 N. Locust St., closed its doors. Paschall Bar continues to operate on the building's third floor.

In September 2025, Mike Church and Victor Garcia signed a lease for 122 N. Locust St. with plans to open two distinct concepts: a modern Italian Restaurant in the basement and an "all-genre" live entertainment venue on the ground floor.

Mike and Victor are also partners in Scarlet Lounge & Kitchen in Deep Ellum, where Victor specializes in craft cocktails and Mike focuses on culinary innovation. Their vision for Denton is to bring the same vibrant energy and elevated experience as Scarlet Lounge & Kitchen, while tailoring it to reflect Denton's unique character and community.

The building at 122 N. Locust St. is part of the Historic Denton Square District. The buildings on Locust St., along the eastern edge of the district, are all two-story commercial buildings dating primarily from the late nineteenth and early twentieth centuries.

Project

The Mister Red, LLC team is focused on three objectives:

1. Historic Preservation – The team has worked closely with the Historic Preservation Officer to ensure the façade and sign honor the architectural heritage of the Denton Square.
2. Public Safety and Accessibility – By adding a new awning on the Oak Street side, pedestrian experience is improved and protection from the elements is provided for visitors of Red: Italian Restaurant.

3. Infrastructure Compliance: A significant portion of the project involves installing a code-compliant 250-gallon grease interceptor.

These improvements will support the increase in property value and sales tax for the Tax Increment Reinvestment Zone Number One.

On January 12, 2026, the Historic Landmark Commission approved Mister Red, LLC's Certificate of Appropriateness (COA) application for the partial rehab of the first floor at 122 N. Locust.

Projected Improvements Include: Façade & Building Renovation, Impact Fees, Utility Upgrades
Project Submitted Expenses: $102,137.27
Grant Request: $50,000.00
Applicable Policy Limits:

- *Façade/Building Rehabilitation:* Facade rehabilitation and building grants are limited to a 50% match of the eligible project's costs, with a cap of $50,000 per grant for facade, roof and foundation work. Roof and foundation repair may constitute no more than half of the request and shall only be considered for funding if included as a portion of a larger project.

- *Awnings & Signs:* Awning grants are limited to a 50% match with a cap of $7,500 per grant. Sign grants are limited to a 50% match with cap of $2,500 per grant.

- *Utility Upgrades:* Interior/Code Improvement grants are limited to a 50% match with a cap of $50,000 per grant.

PRIOR ACTION/REVIEW

On February 19, 2026, the Downtown Economic Development Committee (DEDC) reviewed and scored the grant application. The application received an average score of 32 points, making it eligible for a recommendation of up to $50,000. These scores support the recommendation to approve the application as requested. The grant application request and DEDC recommendation are up to $50,000.

On March 25, 2026, the Tax Increment Reinvestment Zone Number One Board reviewed the application and voted to recommend City Council approve the Downtown Reinvestment Grant Program application in the amount not to exceed $50,000 as recommended by the DEDC for Mister Red, LLC located at 122 N. Locust Street.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Agreement
Exhibit 3 – Certificate of Appropriateness
Exhibit 4 – Presentation
Exhibit 5 – LLC Search

Respectfully submitted:
Kristen Pulido

Main Street Program Manager
Office of Economic Development

Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING A GRANT TO MISTER RED LLC FOR FAÇADE, AWNING, SIGN, AND UTILITY IMPROVEMENTS LOCATED AT 122 N. LOCUST STREET FROM THE DOWNTOWN REINVESTMENT GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED $50,000.00 FROM TAX INCREMENT REINVESTMENT ZONE NUMBER ONE FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE BOARD RECOMMENDS APPROVAL (6-0).

WHEREAS, on April 3, 2007, the City Council approved the Downtown Reinvestment Grant Program (the "Program") by Ordinance No. 2007-072; and

WHEREAS, on September 18, 2018, August 18, 2020, December 14, 2021, and November 19, 2025, the City Council approved changes to the Program by Ordinance Nos. 18-1321, 20-1521, 21-2626, and 25-1911, respectively; and

WHEREAS, Mister Red, LLC, tenant of the property located at 122 N. Locust St., Denton, Texas 76201 (the "Property"), applied for a $50,000.00 grant in accordance with the Program; and

WHEREAS, the Tax Increment Financing Reinvestment Zone Number One Board and the Downtown Economic Development Committee reviewed the application in accordance with the Program and recommend a grant in the full amount requested by the applicant; and

WHEREAS, pursuant to the Program, the maximum Grant amount for the improvements to the Property is $50,000.00; and

WHEREAS, it is in the public interest and benefits the Downtown TIRZ to award the Downtown Reinvestment Grant, thereby stimulating economic development and promoting desired redevelopment in the downtown area of the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations in the preamble of this ordinance are found to be true and incorporated herein by reference as if fully set forth in the body of this ordinance.

SECTION 2. The City Council of the City of Denton hereby approves an agreement between the City and Mister Red LLC in the form attached hereto authorizing a grant in an amount not to exceed $50,000.00 payable from Tax Increment Reinvestment Zone No. 1 funds under the Program.

SECTION 3. The City Manager, or their designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City, including the expenditure of funds as provided in the Agreement.

SECTION 4. This Ordinance shall become effective immediately upon its passage and approval.

Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005

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:	_____	_____	_____	_____

Scott Bray
Deputy City Attorney

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005

DOWNTOWN REINVESTMENT GRANT AGREEMENT

This Downtown Reinvestment Grant Agreement (the "Agreement") is entered into by and between the City of Denton, Texas, a Texas municipal corporation duly acting herein by and through its City Manager (the "City"), and Mister Red LLC, a Texas limited liability company with principal place of business at 122 N. Locust Street Denton, TX 76201 ("Owner").

WHEREAS, the City Council of Denton, Texas (the "City Council") has, by Ordinance No. 2007-072, elected to offer downtown reinvestment grant incentives and has adopted guidelines and criteria governing downtown reinvestment grant incentive agreements known as the Downtown Reinvestment Grant Program Policy (the "Program"), a copy of which is on file in the City of Denton Economic Development Office and which is incorporated herein by reference; and

WHEREAS, the Program constitutes appropriate "guidelines and criteria" governing downtown reinvestment grant incentive agreements to be entered into by the City;

WHEREAS, the Owner will be the owner or have a leasehold interest, as of the Effective Date (as hereinafter defined), of certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and made a part of this Agreement for all purposes (the "Premises"); and

WHEREAS, on the 13th day of January 2026, Owner submitted an application for a reinvestment grant with various attachments to the City concerning the contemplated use of the Premises (the "Application"), which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the City Council of the City of Denton finds that the contemplated use of the Premises, the Improvements (as hereinafter defined) to the Premises as set forth in this Agreement, and the other terms hereof are consistent with encouraging development in accordance with the purposes and are in compliance with the Program and similar guidelines and criteria adopted by the City and all applicable law;

NOW, THEREFORE, the City and Owner for and in consideration of the premises contained herein do hereby contract, covenant, and agree as follows:

I.
TERMS AND CONDITIONS OF REIMBURSEMENT GRANT

A. In consideration of and subject to the Owner meeting all the terms and conditions of reimbursement set forth herein, the City will pay to the Owner the following reimbursement grant:

1. A reimbursement grant in an amount not to exceed $50,000 (the "Grant") attributable to new Improvements, as hereinafter defined, being constructed on the Premises.

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2. The Grant will be distributed to Owner as a lump sum reimbursement upon completion of the Project, the receipt of adequate documentation of expenditure of the Grant amount on costs necessary and related to the Improvements as described in Exhibit "B" attached hereto, and approval of the completed Improvements by the City.

B. A condition of receiving the Grant is that, by May 5, 2027, Owner will complete paint, sign, and utility updates as described in Exhibit "B" (collectively, the "Improvements") on the Premises

C. A condition of the Reimbursement is that the Improvements be completed and used substantially in accordance with the description of the project set forth in Exhibit "B" and comply with the requirements of the Program, which are incorporated herein by reference.

D. Owner agrees to comply with all the terms and conditions set forth in this Agreement.

E. The parties expressly understand and agree that City's payment of the Grant is contingent upon City's receipt and appropriation of adequate funds to pay the Grant. If adequate funds are not available to make the payment under this Agreement, City may, at its option, either
reduce the amount of the Grant or te1minate the Agreement.

F. It is expressly understood that this Agreement in no way obligates the City to provide more funds than the Grant amount.

II.
CONDITION OF REIMBURSEMENT

A. Prior to payment of any portion of the Grant, all ad valorem real prope1iy taxes with respect to the Premises and all other prope1iy in the City owned by the Owner shall be current.

B. Prior to the payment of any portion of the Grant, Owner shall have constructed the Improvements as specified in Exhibit "B."

C. If alterations to the paint or sign are made for any reason within one (1) year· from final payment of the Grant, Owner is required to reimburse the City in the full amount of the Grant.

D. Prior to the award of the Grant, Owner shall own or have a leasehold interest in the Premises.

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III.
RECORDS AND EVALUATION OF PROJECT

A. The Owner shall provide access and authorize inspection of the Premises by City employees and allow sufficient inspection of financial info1mation related to construction of the Improvements to ensure that the Improvements are made, and performance thresholds are met according to the specifications and conditions of this Agreement. Such inspections shall be done in a way that will not interfere with Owner's business operations.

IV.
GENERAL PROVISIONS

A. The City has adopted guidelines and criteria for the Program that allow it to enter into this Agreement containing the te1ms set fo1th herein.

B. The City has determined that procedures followed by the City to enter into this Agreement and the obligations of the parties to this Agreement conform to the requirements of the Code and the Program.

C. In the event of any conflict between the City zoning ordinances, or other City ordinances or regulations, and this Agreement, such ordinances or regulations shall control.

D. Owner represents and warrants that Owner is authorized to make the Improvements to the Premises.

E. Pursuant to Section 2264. 051 of the Texas Government Code, Owner certifies that it and its branches, divisions, or departments do not and will not knowingly employ an undocumented worker.

V.
NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designated in writing, by certified mail postage prepare, by hand delivery or via facsimile:

OWNER:

Mister Red, LLC
122 N. Locust
Denton, TX 76201

CITY:

Cassey Ogden, Interim City Manager
City of Denton
215 E. McKinney,
Denton, Texas 76201
Fax No. 940-349-8596

Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005

VI.
CITY COUNCIL AUTHORIZATION

This Agreement was authorized by the City Council by passage of Ordinance No. _____ authorizing the City Manager to execute this Agreement on behalf of the City.

VII.
SEVERABIILTY

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word. In the event that (i) the term of the Grant with respect to any property is longer than allowed by law, or (ii) the Grant applies to a broader classification of property than is allowed by law, then the Grant shall be valid with respect to the classification of property abated hereunder, and the portion of the term, that is allowed by law.

VIII.
OWNER STANDING

Owner, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Owner shall be entitled to intervene in said litigation.

IX.
APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas and is fully performable in Denton County, Texas. Venue for any action under this Agreement shall be in Denton County, Texas.

X.
ENTIRE AGREEMENT

This instrument with the attached exhibits contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.

XI. BINDING

This Agreement shall be binding on the parties and the respective successors, assigns, heirs, and legal representatives.

XII.
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an

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original, but all of which together shall constitute one and the same instrument.

XIII.
SECTION AND OTHER HEADINGS

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XIV.
NO JOINT VENTURE

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby disavowed.

XV.
AMENDMENT

This Agreement may be modified in writing by the parties hereto to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement.

XVI.
FORCE MAJEURE

If, because of flood, fire, explosions, civil disturbances, strikes, war, acts of God, or other causes beyond the control of either Party, either Party is not able to perform any or all of its obligations under this Agreement, then the respective Party's obligations hereunder shall be suspended during such period but for no longer than such period of time when the party is unable to perform.

XVII.
INDEMNIFICATION

OWNER SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY ARISES FROM CITY'S GRANT AND OWNER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER AND ANY CONTESTS OR CHALLENGES TO THELEGAL AUTHORITY OF THE CITY OR OWNER TO ENTER INTO THIS AGREEMENT AND ANY AND ALL LIABILITIES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCURS AS A RESULT OF ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT OWNER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR

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THE BREACH BY THE CITY OF THIS AGREEMENT.

This Agreement is executed and effective on this, the _____ day of_____, 2026, (the "Effective Date") by duly authorized officials of the City and Owner.

CITY OF DENTON

_____
CASSEY OGDEN, INTERIM CITY MANAGER

Scott Bray
Deputy City Attorney

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

OWNER:
Mister Red LLC

Signed by:
By: Mike Church
07F3065D2FD1436...
Mike Church, Managing Member

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EXHIBIT "A"

Legal description of the land:

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE W. NEIL SURVEY, ABSTRACT NO. 971, DENTON COUNTY, TEXAS, BEING THE WEST 86.1 FEET OF THE NORTH 1/2 OF LOT 1, BLOCK 7 OF THE ORIGINAL TOWN OF DENTON AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO AMERICAN ALUMINUM RECYCLING, INC., RECORDED IN DOCUMENT #99-R0059521, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A BUILDING CORNER FOUND AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. OAK STREET AND THE EAST RIGHT-OF-WAY LINE OF N. LOCUST STREET FOR THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 7 AND THE NORTHWEST CORNER OF SAID AMERICAN ALUMINUM TRACT;

THENCE NORTH 89 DEGREES 53 MINUTES 01 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID E. OAK STREET, THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID AMERICAN ALUMINUM TRACT, A DISTANCE OF 86.10 FEET TO A BUILDING SEAM RUNNING IN THE MIDDLE OF TWO SEPARATE WALLS FOR THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO JOANNE N. SHIPLEY AND HUSBAND, ROGER SHIPLEY, RECORDED IN VOLUME 1396, PAGE 133, DEED RECORDS, DENTON COUNTY, TEXAS AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID POINT BEING SOUTH 89 DEGREES 53 MINUTES 01 SECONDS WEST, A DISTANCE OF 0.70 FEET FROM THE NORTHEAST CORNER OF SAID AMERICAN ALUMINUM TRACT;

THENCE SOUTH 00 DEGREES 06 MINUTES 59 SECONDS EAST, ALONG SAID SEAM AND WITH THE WEST LINE OF SAID SHIPLEY TRACT, A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LEO H. WILL AND SPOUSE, SHIRLEY J. WILL, RECORDED IN DOCUMENT #95-R0047075, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND THE SOUTH LINE OF SAID AMERICAN ALUMINUM TRACT FOR THE SOUTHWEST CORNER OF SAID SHIPLEY TRACT AND THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID POINT BEING SOUTH 89 DEGREES 53 MINUTES 01 SECONDS WEST, A DISTANCE OF 0.70 FEET FORM THE SOUTHEAST CORNER OF SAID AMERICAN ALUMINUM TRACT;

THENCE SOUTH 89 DEGREES 53 MINUTES 01 SECONDS WEST, ALONG A SEAM BETWEEN TWO SEPARATE WALLS WITH THE SOUTH LINE OF SAID AMERICAN ALUMINUM TRACT AND THE NORTH LINE OF SAID WILL TRACT, A DISTANCE OF 86.10 FEET TO A BUILDING CORNER FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID N. LOCUST STREET AND THE WEST LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF SAID WILL TRACT, THE SOUTHWEST CORNER OF SAID AMERICAN ALUMINUM TRACT AND THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 06 MINUTES 59 SECONDS WEST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID

TRACT, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.049 ACRES OF LAND, MORE OR LESS.

ORIGINAL TOWN OF DENTON BLK 7 LOT 1

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EXHIBIT B

APPLICATION AND IMPROVEMENTS

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Downtown Reinvestment Grant Program Application

Please return completed the application with necessary attachments and signatures to the Economic Development Department office at 401 N. Elm St., Denton, Texas. If you have any application questions, please contact the Economic Development Department at 940-349-7776.

Applicant Name Michael Church	Date 1/13/2026
Business Name MISTER RED LLC dba Ruby Rodeo / RED Italian	
Mailing Address [redacted]	
Contact Phone [redacted]	Email Address [redacted]
Building Owner (if different from applicant) GREEN EGG AND HAM LLC	
Historical/Current Building Name PASchalls	
Project Site/Address 122 N. LOCUST St DENTON TX 76201	

Type of Work: (check all that apply)

- ☐ Paint Only
- ☒ Signage
- ☐ Utility Upgrades
- ☒ Facade & Building Renovation
- ☒ Awnings
- ☐ Impact Fees
- ☒ Interior/Code Improvements
- ☐ Fire Suppression System

Details of planned improvements relating to grant request (attach additional information if necessary).

SEE ATTACHED

Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005

How will this project benefit Downtown?

X SEE ATTACHED

Legal Description of the property:

OT DENTON BLK 7, LOT 1 (W. 86.1 OF N 25)
AKA 122 N. LOCUST ST DENTON TX 76201
PASCALL'S BUILDING

Project Categories	Estimated Costs	Grant Requested
Facade/Building Rehab	$ 32981.25	$ 16,490.62
Awnings	$11,853.38	$ ~~5926.69~~ 7500
Signs	$ 612.95	$ 2,500.-
Impact Fees	∅	∅
Utility Upgrades	∅	∅
Interior/Code Improvements	$51,175.69	$ 25,587.84
Fire Suppression System	∅	∅
Totals	$ 102,137.27	

TOTAL COST OF PROPOSED PROJECT $ 102,137.27

TOTAL GRANT REQUEST
(May not exceed 50% of TOTAL COST up to $50,000) $ $ 50,000.00

Attach all required color samples of paint, awning/canopy, sign design, etc., as well as photographs of building's exterior facade, roof and foundation.

Applicant's Signature

11/13/2024
Date

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DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM

Please complete and return with the Downtown Reinvestment Grant Application to the Economic Development office, 401 N. Elm St., Denton, Texas. If you have any questions, please contact the Economic Development Department at 940- 349-7776.

I have met with a representative from the Economic Development Department, and I have read and fully understand the Downtown Reinvestment Grant procedures established by the Denton City Council. I intend to use this grant program for the aforementioned renovation projects to advance the efforts of revitalization and historic preservation of Denton's historic downtown. *I have not received, nor will I receive insurance monies for this revitalization project.*

I understand that if I am awarded a Downtown Reinvestment Grant by the City of Denton, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for facade, awning or sign work and the facade, sign or awning is altered for any reason within **one (1) year** from construction, I may be required to reimburse the City of Denton immediately for the full amount of the grant.)

MISTER RED LLC dba Ruby Rodeo / RED Italian

Business/Organization Name

Michael Church 1/5/2026

Applicant's Signature *Printed Name* *Date*

Mark Hicks 1-5-26

Building Owner's Signature (if different from applicant) *Printed Name* *Date*

This section is to be completed by Economic Development staff.

Date considered by DEDC *Recommendation* *Staff Signature*

Date considered by TIRZ #1 Board *Recommendation* *Staff Signature*

Date considered by City Council *Approval* *Staff Si...*

Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005

Mister Red, LLC dba Ruby Rodeo/Red:Italian
[redacted]

January 13th, 2026

Attn: Downtown Denton Reinvestment Grant
City of Denton
215 E. McKinney St.
Denton, TX 76201

RE: Grant Application for Property Improvements at 122 N. Locust Street

To the Grant Review Committee,

Please accept this formal proposal for the Denton Reinvestment Grant, regarding the revitalization of the property located at 122 North Locust Street, Denton, Texas. As a committed stakeholder in our downtown district, I am seeking support to execute a project that balances historic preservation with essential infrastructure modernization.

Our project focuses on three primary objectives:
Historic Restoration: We have worked closely with the Historic Committee Commission to ensure our façade and signage renovations (see attached renderings) honor the architectural heritage of the Denton Square.

Public Safety and Accessibility: By adding a new awning on the Oak Street side, we are improving the pedestrian experience and providing much-needed protection from the elements for visitors of Red: Italian Restaurant.

Infrastructure Compliance: A significant portion of this project involves installing a code-compliant 250-gallon grease interceptor. This critical investment allows us to introduce Red's Italian, a high-end, intimate dining experience that will diversify the local culinary market and generate increased sales tax revenue for the city.

We believe that these improvements will serve as a catalyst for increased foot traffic, benefiting the entire North Locust and Oak Street corridors. Attached to this letter, you will find, approved renderings, and projected economic impact reports and of quotes from all contractors for the work to be performed:

Storefront "remodel" Approved by Historical Committee.
Awning Work, updated.
Updating Side Door, to bring to code for Emergency Exit, approved by Fire Marshall.
Install of 250 G Grease Trap Inceptor, approved by FOG Denton.
Sign for Ruby Rodeo.

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Thank you for your time and for your continued dedication to the growth and beauty of downtown Denton. I look forward to the possibility of partnering with the city on this project.

Best,

Michael F. Church

Owner/Chef
Ruby Rodeo/Red: Italian

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Proposed Weekly Economic Impact Projections
Establishments: Ruby Rodeo & Red Italian
Location: Denton, TX

1. Weekly Operating Schedule & Revenue

Day	Operating Hours	Ruby Rodeo Sales	Red Italian Sales	Daily Net Total
Monday	Closed			
Tuesday	5pm – 11pm	$3,000	$3,000	$6,000
Wednesday	5pm – 11pm	$3,000	$3,000	$6,000
Thursday	5pm – 12am	$5,000	$4,000	$9,000
Friday	5pm – 2am	$7,000	$5,000	$12,000
Saturday	5pm – 2am	$7,000	$8,000	$15,000
Sunday	1pm – 12am	$4,000	$3,000	$7,000
TOTALS		$29,000	$26,000	$55,000

2. Monthly & Annual Impact Summary
* Total Weekly Net Sales: $55,000
* Total Monthly Net Sales: $220,000
* Total Projected Annual Sales: $2,640,000

3. Local Government Revenue Contribution
Based on projected performance and local tax estimations.
> Estimated Monthly Tax Revenue: $20,000+
> Estimated Yearly Tax Revenue: $240,000+
> This figure represents a direct contribution to the City of Denton's tax base, supporting local infrastructure, public services, and community development.

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QUOTATION

DEC 5, 2025

BILL TO: Victor Garcia
122 N Locust ST Denton, TX 76201
[redacted]

NUMBER: EST0007
DATE: Dec 5, 2025

Emergency Exit For Basement

Description	Quantity	Unit price	TAX	Amount
REAR EXIT DOOR/EMERGENCY DOOR Tear out old door and door frame Frame out opening for new custom door (5ftx6ft) Install door frame (secure to ground and king studs, fill in with Sheetrock on the inside and dense glass on the exterior) Install bare doors Finally adjust doors and install hardware (panic bar, closure, install flush bolts for small door)	1	$3,500.00	6.25 %	$3,500.00
DOOR COST Door is to be made custom to order. Quote from door company is attached to this estimate where you can see the cost. $280 dollar delivery fee is applied for pick up from their warehouse and brought to job site	1	$4,200.00	6.25 %	$4,200.00
MATERIALS FOR DOOR CLOSE OUT 2 sheets of exterior dense glass $86.26 3 6in 10ft 16ga tracks $133.80 7 6in 10 ft 16ga studs $312.20 Material delivery $250 Mud, paint, stucco (labor and materials) $1800	1	$2,583.00	6.25 %	$2,583.00

SUBTOTAL: $10,283.00

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J&L CONSTRUCTION

QUOTATION

DEC 5, 2025

BILL TO: Victor Garcia
122 N Locust ST Denton, TX 76201
[redacted]

NUMBER: EST0008
DATE: Dec 5, 2025

Store Front For Ruby Rodeo

Description	Quantity	Unit price	TAX	Amount
FRONT ENTRANCE -Replace front door with bigger door which requires reframing of opening -Frame out for 2 windows and install -Cover up framing and trim out as needed inside and out	1	$8,500.00	6.25 %	$8,500.00
MATERIALS -Pinnacle iron door collection: J-Series (50"x97-1/2") $5500 -temporary windows $4500 -bifold windows $12000 -wood for framing and trim finishes $1500 -stain and paint $450	1	$23,950.00	0 %	$23,950.00

SUBTOTAL:	$32,450.00
TAX:	$531.25
TOTAL:	$32,981.25
PAID:	$0.00
BALANCE DUE	$32,981.25

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NTTA

North Texas Tarp & Awning
3300 W. University
Denton, TX 76207
940.566.6619

Ruby Rodeo
122 N Locust St
Denton TX 76201

12/08/25

Re: Quote For 1) Std. Awning w/ Sign Panel, & Wrap Around 11"

Material: $930.00
Labor: $2,375.00
Frame: 3,350.00
Install: $2,495.00
Graphics: $1,000.00

Quote: 1) $10,950.00 plus tax Grand Total: $11,853.38

Prices are firm for 30 days from the above date and exclude permits, engineering drawings, or any other changes not covered by the above estimate. Prices given exclude any other charges that deviate from the above estimate. Prices do not include Tax. All sales are subject to tax unless you provide us with a copy of your sales tax exemption number or sign/provide us a "Resale Exemption Certificate". Warranties cover 1 year on labor plus 10 years on the material.

Terms: A deposit of at least 50% of the total is required to establish the order with the balance due at our office at the time of acquirement.

Thank you again for allowing us to provide you with this quote. If you have any questions or concerns, please feel free to contact me anytime. *Your satisfaction is my number one priority!*

Sincerely,
Bryce Harrington
North Texas Tarp and Awning
940-566-6619

Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005



Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005

ALL PRO SIGNS LLC
716 S. PEAK ST.
DALLAS TX. 75223

Invoice

Number: 2363

Date: January 05, 2026

Bill To:

MISTER RED, LLC
RUBY RODEO
122 N LOCUST
DENTON, TX 76201

Ship To:

PO Number	Terms	Project
CHECK		

Date	Description	Hours	Rate	Tax 1	Tax 2	Amount
01/05/26	FRONT-LIT CHANNEL LETTERS WITH LED ILLMINATION ON A BLACK SQUARE WITH INSTALLATION AND CITY PERMIT , OVER ALL SIZE 2.65 X 15 FT LONG, EXTRA PERMIT ARE NOT INCLUDE IN PRICE.	1.00	5,660.00		✔	5,660.00

ONE YEAR WARRANTY ON ALL WORK WITH 50% DOWN IS $3,063.48

Sub-Total	**$5,660.00**
State Tax 0.00% on 0.00	0.00
City Tax 8.25% on 5,660.00	466.95
Total	**$6,126.95**

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
$6,126.95	$0.00	$0.00	$0.00	$6,126.95

Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005

front-lit Channel letters w/ LED illumination - Individually Mounted Letters direct to wall - Ruby Rodeo - Denton - TX

Elevation : West

store front 20 ft long x 17 ft tall

day view:

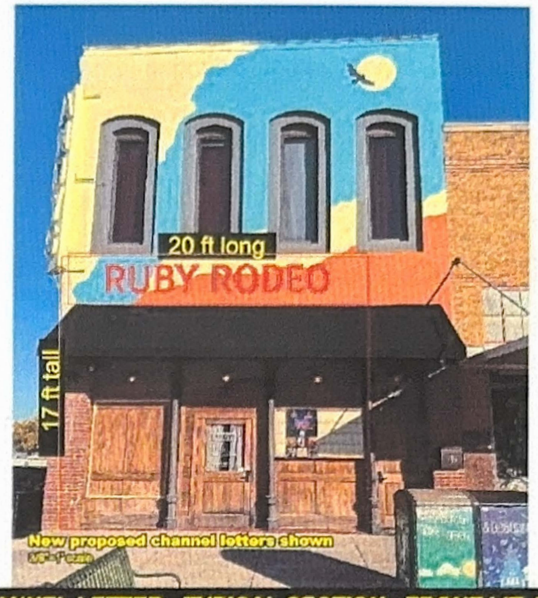
15 ft

2 ft

RUBY RODEO

night view:

RUBY RODEO



A Front-Lit, Plex-Face Channel Letters w/ LED, Individually Mounted to the wall.

SCALE: 0/0" = 1' 0" • For Production / For Presentation • Front View

INTERNALLY ILLUMINATED PLASTIC FACE CHANNEL LETTERS

QUANTITY: ONE SET

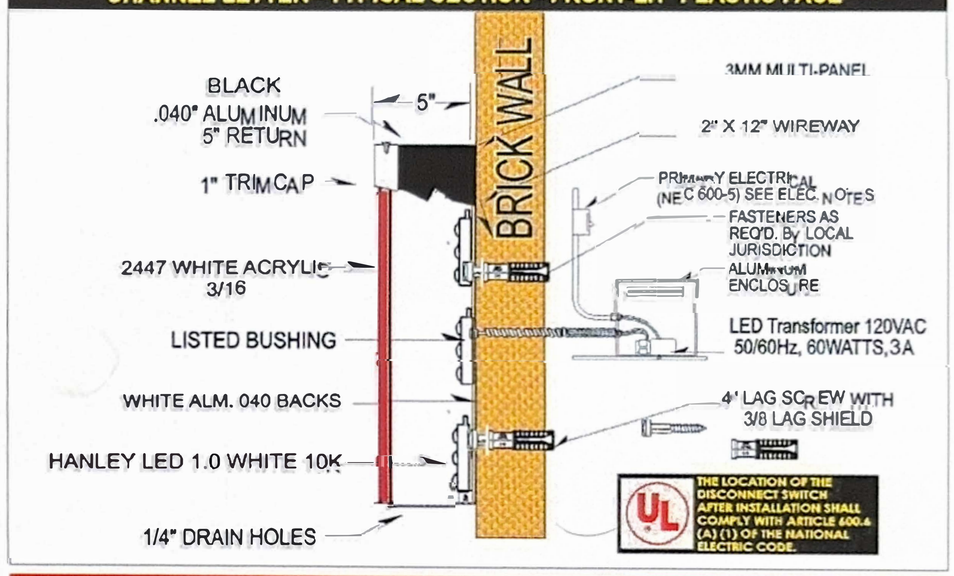
denton sq.ft 2 time store front under sign 40 sq.ft and 75% is under 15 ft long

Overall Height:	2.00 ft
Overall Length:	15.00 ft
Total Sq.Ft.:	30.00 ft²
Returns:	5" Black
Trimcap:	1" Black
Face:	3/16 White Acrylic # 2447 over-lay in full-color graphic print.
Illumination:	White GE LED LED Transformer 120VAC 50/60Hz, 60WATTS, 5A

NOTES:

- Individually Mounted letters directly to wall.
- WHITE interiors for increased illumination
- All paint two-stage automotive acrylic

CHANNEL LETTER - TYPICAL SECTION - FRONT-LIT PLASTIC FACE



ELECTRICAL NOTES

WE DO NOT provide primary electrical to sign.
Power to the sign must be done by a licensed electrical contractor or licensed electricia
Each sign must have: 1. A minimum of one dedicated 120V 20A circuit
2. Junction box installed within 6 feet of sign
3. Three wires: Line, Ground, Neutral

one year warranty on all work and electrical work with out the liability of acts of god

Smith Electric & Signs, LLC
TDLR # 26129 TESC # 18686
Electrical Sign Contractor
214-328-8797

Client Name:
Ruby Rodeo
Mister Red, LLc
Location:
122 N Locust St.
Denton, Tx 76201

Start Date: 12 / 26 / 25
Last Revision: 01 / 07 / 26
Job#: 4068
Drawing#. 00000a.v1.s1 / e1
Page: 1 of 2

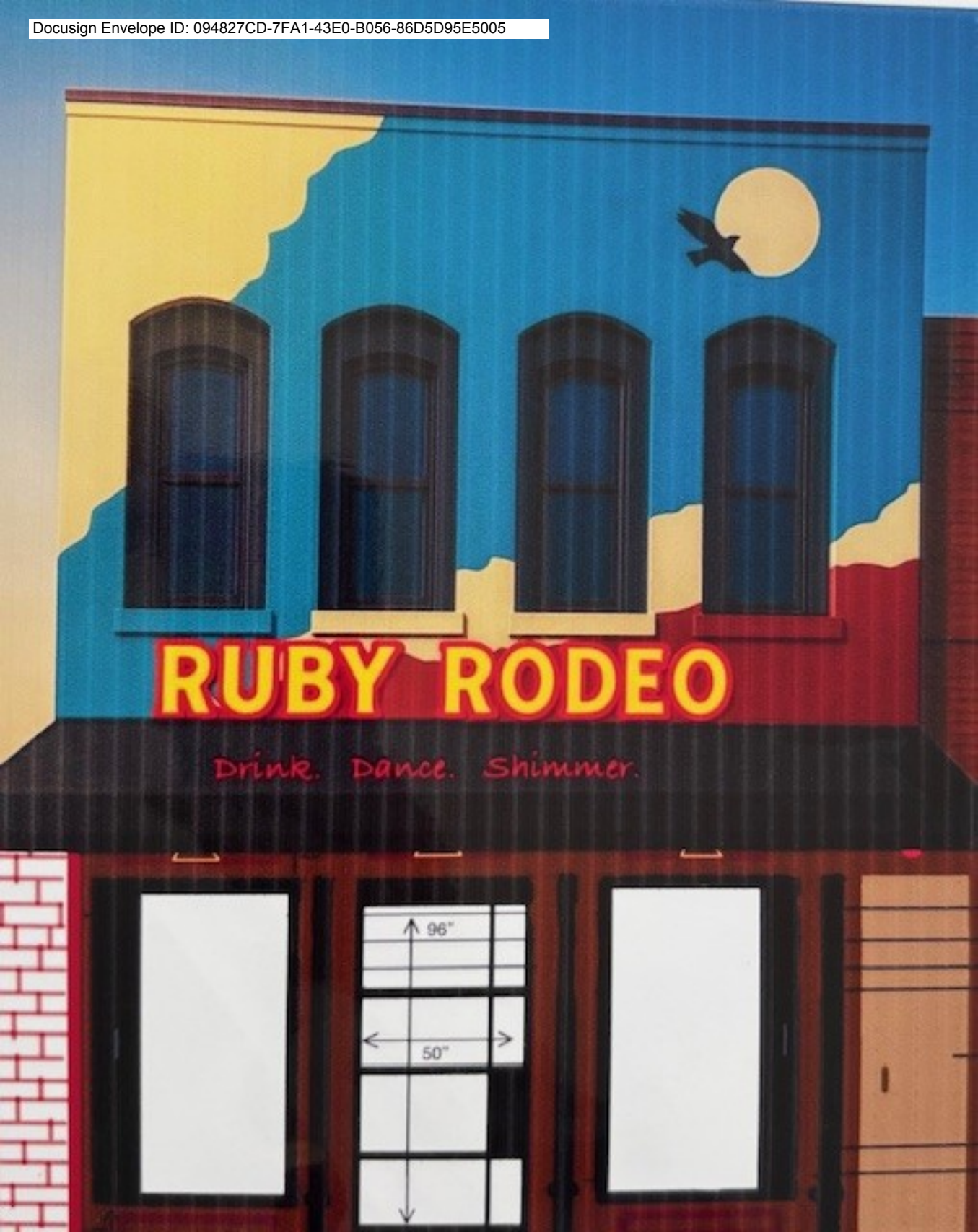
• _____ Client Approval

• _____ Landlord Approval

Sales Rep:
Ricky G.
Designer:
Pete S.

ISA International Sign Association MEMBER

Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005



Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005

Haltex Plumbing, LLC 2301 Colorado Blvd, Denton, TX 76205
9409997742 | Service@haltexplumbing.com

Estimate #744

Estimate for Mike Church

For: Mike Church,
122 N Locust St, Denton, TX 76201

Created on: Mon Nov 17, 2025

Serviced on: Tue Oct 28, 2025

Option #1

Approve

$40,250.00

Services

Labor

This proposal is to replumb the kitchen in the basement and install a 75-gallon Schier grease trap with sample well. We will run all new floor sinks and drains to this grease trap for the new kitchen layout. We will sawcut all concrete and haul off and repour after inspection. We will remove the mop sink from the bathroom and install new in the kitchen area. Along with a floor sink for the three comp and dishwasher, a floor drain in the middle of the floor, A floor sink for the vegetable wash station as well. This does include setting all fixtures and installing a backflow on the dishwasher. All work will be tested after install and inspected by the City of Denton. Normal business hours apply. During repair and delivery of tank we will have area of the parking blocked off for safety. Customer will supply all fixtures. Testing and inspection will take a couple of days so sewer will be out of use dur Any unforeseen beams, plumbing piping, backfall, extra concrete work, or demo can cre a change order. Customers responsibility to accommodate grease trap entry to the room.

Privacy - Terms

Services subtotal $16,000.00

Docusign Envelope ID: 094827CD-7FA1-43E0-B056-86D5D95E5005

Materials

Materials

Permit

Excavation

Materials subtotal	$24,250.00
Subtotal	**$40,250.00**
Tax	$0.00
Commercial Labor	
Total	**$40,250.00**

Not what you were looking for?

Please let us know if you'd like to request some changes. We'd love to win your business.

Decline estimate Contact us



Looking for savings and helpful tips?

Planning Division | Development Services
401 N Elm St., Denton, TX 76201 • (940) 349-8382

January 13, 2026

Mike Church
8700 Batusrol Drive
Flower Mound, TX 75022

RE: 122 N Locust Street – Partial First-Floor Rehab (COA25-0010)

Dear Mike Church:

The Historic Landmark Commission at its meeting on Monday, January 12, 2026, approved your Certificate of Appropriateness (COA) application for the partial rehab of the first-floor at 122 N Locust Street. The rehab would include two new window openings framed with wood and wooden paneling stained in a Terra Cotta finish. A new glass door would be installed, featuring iron clad detailing to complement the three historic cast iron columns. The windows openings would be 5-foot by 6-foot with bi-fold aluminum windows finished in Matte Black. These window openings would have temporary aluminum picture windows finished in Matte Black, until the bi-fold windows could be delivered. The entry area for the Paschall Bar would remain unchanged. Please see **Exhibit A**.

Please note that the exterior alterations shall not deviate from the submitted plans that were reviewed and approved by the Historic Landmark Commission. Any deviation will require a separate COA.

As a reminder, the approved COA is not a building permit. A building permit is required for any commercial construction and/or alteration. Please submit a permit application by applying online or in person.

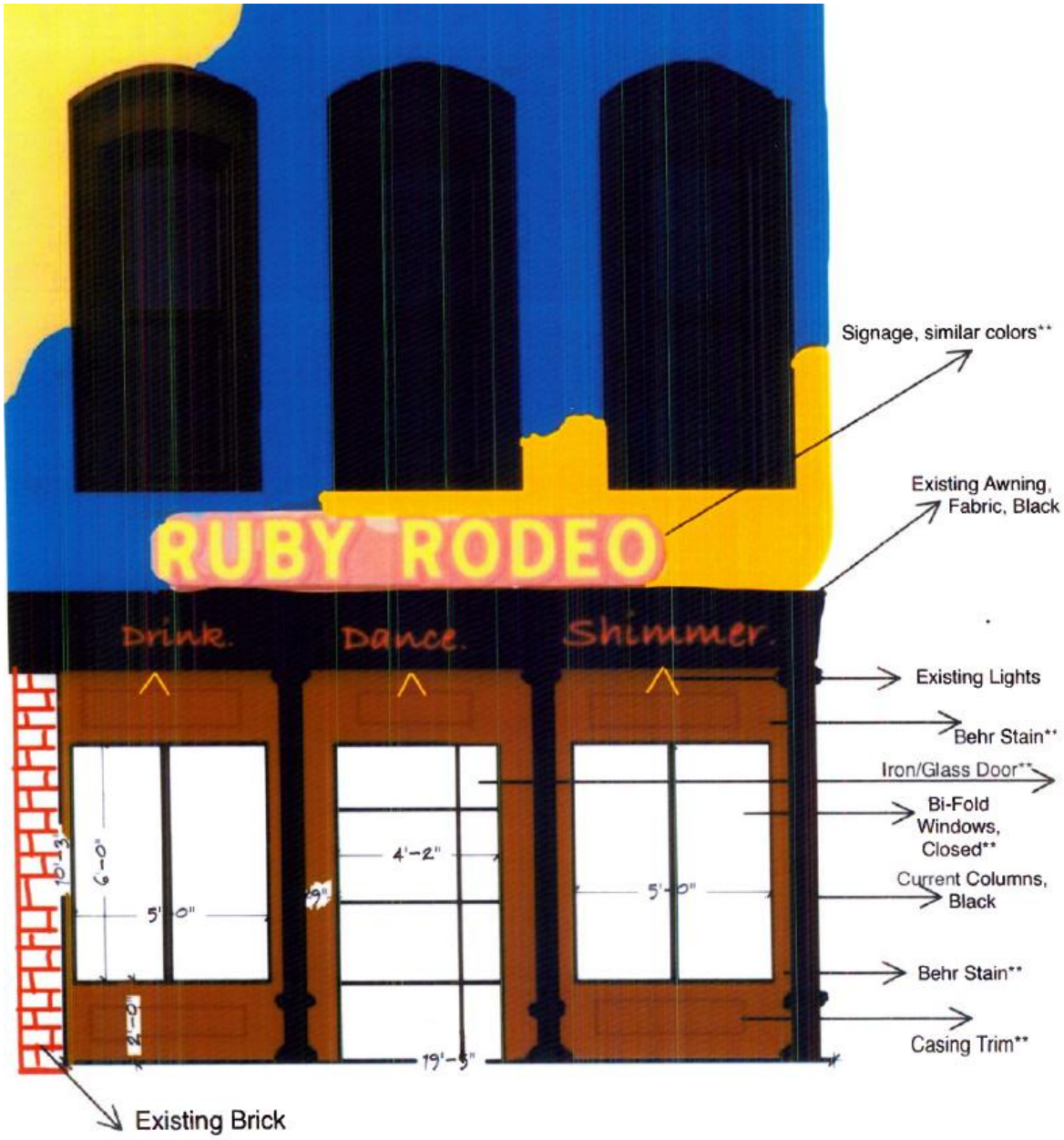
If you have any questions or require additional information, please contact me at (940) 349-8532 or via email at cameron.robertson@cityofdenton.com.

Sincerely,

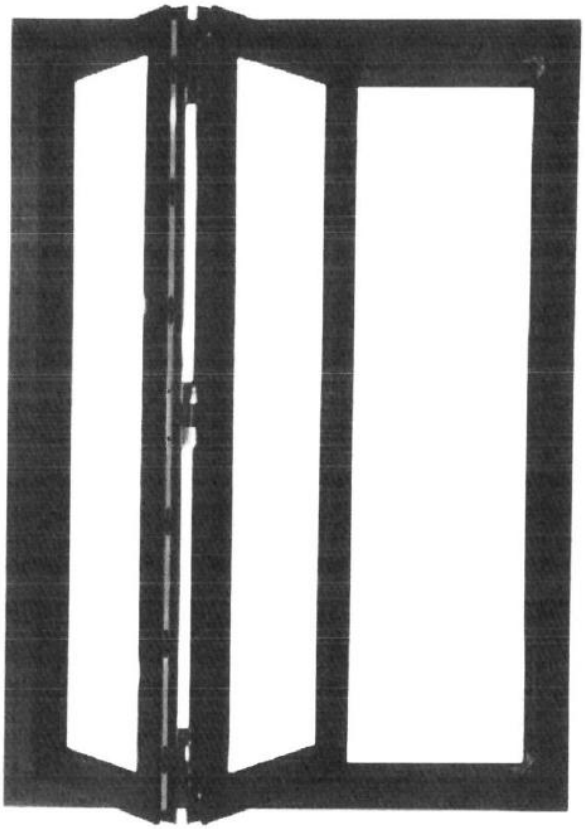
Cameron Robertson

Cameron Robertson, AICP
Historic Preservation Officer

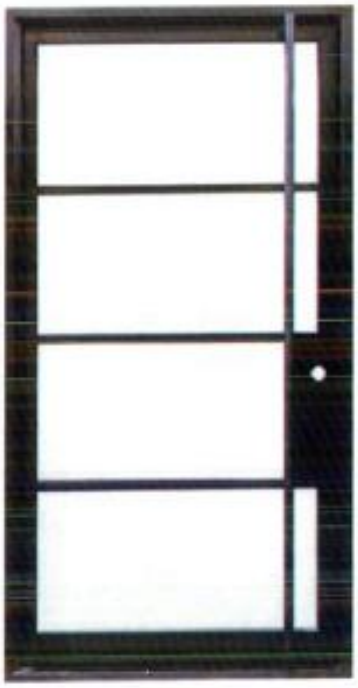
Exhibit A


RUBY RODEO
Drink.
Dance.
Shimmer.
Signage, similar colors**
Existing Awning, Fabric, Black
Existing Lights
Behr Stain**
Iron/Glass Door**
Bi-Fold Windows, Closed**
Current Columns, Black
Behr Stain**
Casing Trim**
Existing Brick
6'-0"
5'-0"
4'-2"
5'-0"
19'-5"
2'-0"

Custom Bifold 5'x6' Windows (Matte Black Finish)



50"x97" Door Unit



Project Details

B. Central Entry Door Specification

MATERIALS AND SPECS:

Front DOOR:

Pinnacle Iron Door Collection: J-Series

Actual unit size: 50" x 97-1/2"
Fits rough opening: 50-1/2" x 98"
Door opens using unique pivot design - no hinges
When the door slab is opened at 90 degrees, the actual door opening space is 34-1/2" wide, from edge of door slab to door stop on jamb
Pivot hinge is located 9" from jamb to center of pivot
Wrought iron door with 14 gauge steel frames and panels
Flat black finish
Clear glass
Jambs 6" wide x 1" thick
2" thick door panel
Pre-hung in iron door jamb with integrated threshold
Frames, panels and threshold fully insulated with polyurethane foam
Fully weatherstripped door frame, glass frame and sweep
Multi-step finishing process prevents rust and provides a long lasting, durable finish
Matte Polyurethane Finish
Hand Coated Finish: Final Paint
Fluorocarbon Paint: 3 Coats Applied
Epoxy Primer

Red-Oxide Primer
Zinc Galvanized
5/8" tempered insulated glass
Integrated full length vertical handle
2-3/8" single-bore for lock
Emtek Baden Square Deadbolt Matte Black Finish, Model: HS-E23
Left hand inswing
Please see attachment for Door.

Temporary until we are able receive our Bi-Fold Window. Approximate delivery time is 3 to 4 months.

A temporary solution is to install picture windows, 5' x 6'

Windows: 2 Identical Windows on each side of the door.

Picture Window

2 PWG-M-13-00558-00001

PlyGem 400 Series

Matte Black Finish (Frame)

60" Wide x 72" High Option 1

3/4" Low E Glass

• Virtually maintenance-free extruded aluminum construction with electrostatically applied finish • Removable sash • Sleek profile provides larger viewing area • Interior glazing allows for easier glass replacement • Energy-efficient Warm Edge insulating glass • 27/16" frame depth • Structural meeting rail provides rigid stability and allows for a tighter, weather-resistant unit • Push rail located at meeting rail • Integral nailing fin or flange.

C. Wood Finish and Trim

New wood framing and decorative trim will be installed around the picture windows.
Material Finish BEHR PREMIUM 2 Choices:

Terra Cotta. Option 2
Primary Frame 1x Oak Board (Top and Bottom) | BEHR PREMIUM STAIN
Casing Trim Hardwood Casing (2 \ 1/4" x 1/2") | BEHR PREMIUM STAIN

Permanent: Once we receive the following Bi-Fold Windows, they will be installed within 180 days.

As with the windows, the Bi-Fold Windows.

60" wide x 72" high Option 1

D. Bi-Fold Window Specification (2 Units)
Quantity | Two (2) units (one installed on each side of the entry door)

Custom Bifold Windows Thermal Break provide a sleek, modern solution for enhancing both the aesthetics and functionality of your space. Designed to maximize natural light and ventilation, these bifold windows are perfect for commercial applications. With their thermal break aluminum frames, they offer superior insulation and energy efficiency, making them an ideal choice for both comfort and style.

Key features include:

- 75mm Thermal Break Aluminum Frame: Provides enhanced energy efficiency by reducing thermal conductivity.
- High-Performance Glass: 5mm Low-E tempered glass with Argon gas fill offers excellent insulation, reducing energy costs and enhancing comfort.
- Durable Finish: Powder-coated aluminum frames in matte black for a stylish and lasting appearance.
- Smooth Operation: Designed for easy folding, allowing for a seamless connection between indoor and outdoor spaces.
- These windows are perfect for commercial spaces that require a rustic, yet refined and visually aesthetic look, while providing an energy-efficient window solution.

Dimensions | 60" wide x 72" high (each unit) or 48" wide x 72" high
Style | Custom Bi-Fold (2-Panel system)
Frame Material Aluminum
Frame Color Matte Black (Coordinates with Door)
Glazing Full Glass

E. Wood Finish and Trim
New wood framing and decorative trim will be installed around the bi-fold windows.

Material Finish BEHR PREMIUM

Option 2: Terra Cotta
Primary Frame 1" x 12" Oak Board (Top and Bottom: 24" high) | BEHR PREMIUM
Casing Trim Hardwood Casing (2 1/4" x 1/2") | BEHR PREMIUM

MISTER RED, LLC - Ruby Rodeo & Red: Italian Restaurant

122 N. Locust St.

Kristen Pulido
Main Street Program Manager
Office of Economic Development

ID26-0674; May 5, 2026

ALIGNMENT WITH CITY PLANS

- **City's Strategic Plan**
  - Key Focus Area 3: Foster Economic Opportunity and Affordability
    - Grow Denton's Economic Vitality
  - Key Focus Area 4: Strengthen Community and Quality of Life
    - Preserve Community Character and Identity
    - Strengthen Community Amenities

- **Economic Development Strategic Plan**
  - 2D.2 Downtown Development

- **Design Downtown Plan**
  - Community Priority: Retail and Commercial Development

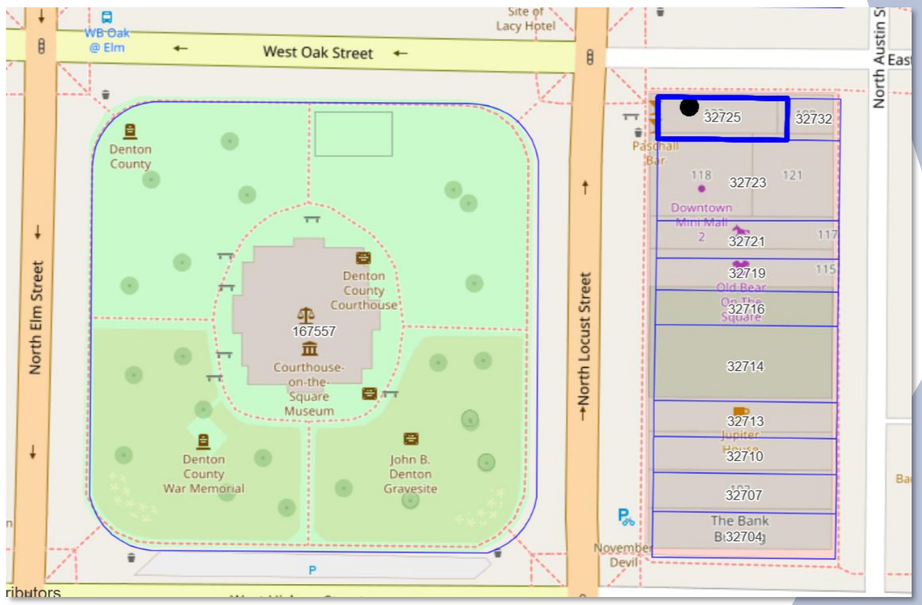
BACKGROUND

- **September 2025** - Mike Church and Victor Garcia signed a lease for 122 N. Locust to open two distinct concepts
  - Basement: Red: Italian Restaurant a modern Italian Restaurant
  - Ground Floor: Ruby Rodeo, an all-genre live entertainment venue
- 122 N. Locust St. is part of the Historic Denton Square District
  - **January 12, 2026** – The Historic Landmark Commission approved Mister Red, LLC's Certificate of Appropriateness application for the partial rehab of the first floor.



PROJECT

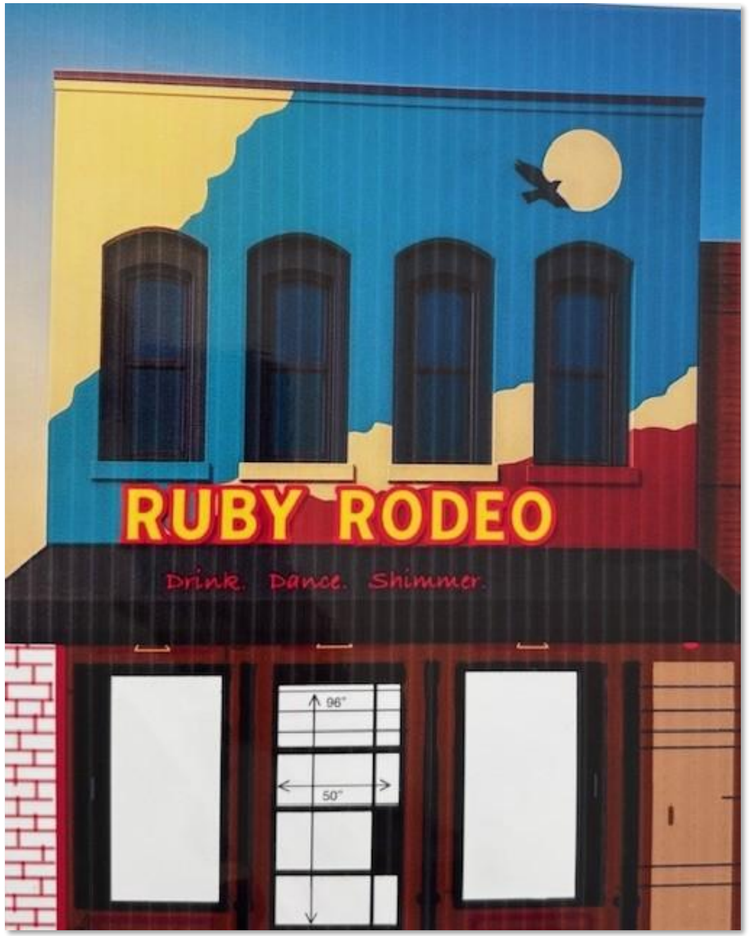
- Historic Preservation – Worked closely with the Historic Preservation officer to ensure façade and sign honor the Denton Square District guidelines
- Public Safety and Accessibility – Adding a new awning on the Oak Street Side improves the pedestrian experience and protection from the elements
- Infrastructure Compliance: Installation of a 250-gallon grease interceptor
- Total Projected Annual Sales: $2,640,000
- Estimated Annual Tax Revenue: $240,000



ID26-0674; May 5, 2026

FAÇADE/ BUILDING REHABILITATION

- Exterior Doors/Windows
- **Projected Cost: $32,981.25**



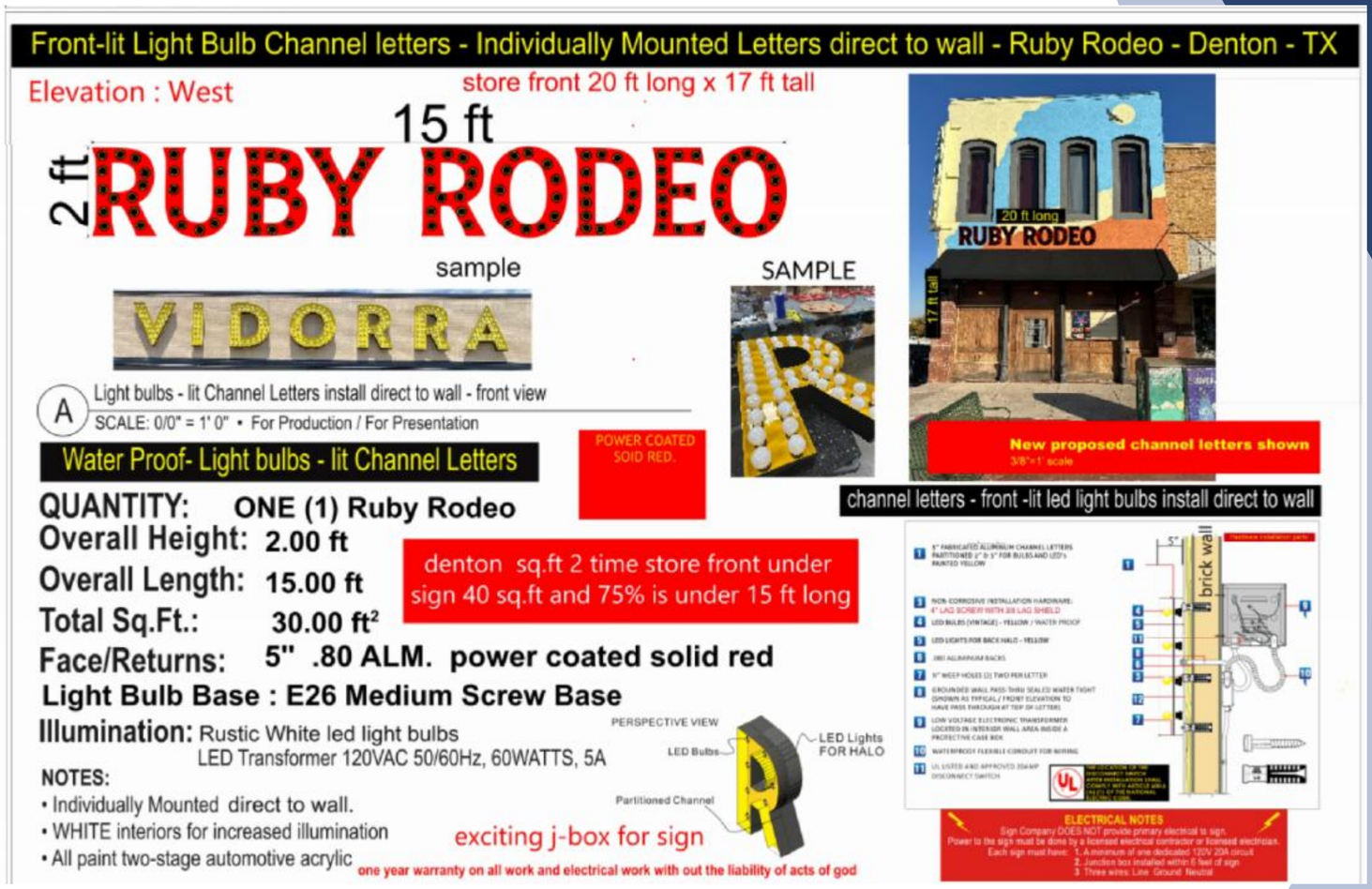
AWNINGS

- **Projected Cost: $11,853.38**



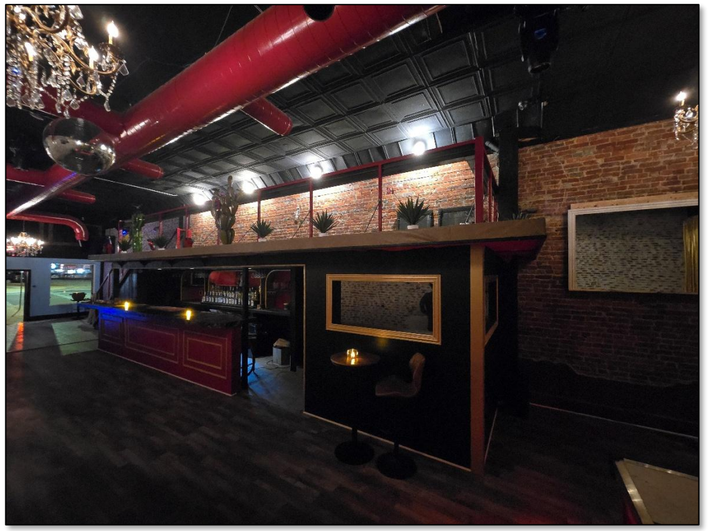
SIGNS

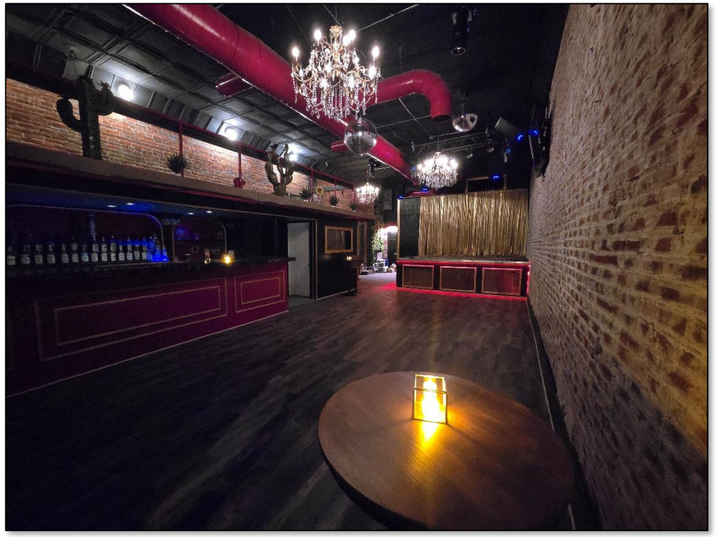
- **Projected Cost: $ 6,126.95**



*UTILITY UPGRADES

- Grease Interceptor
- Emergency Exit door
- **Projected Cost: $51,175.69**





*After review of the grant application, staff recommends reclassification of project category from Interior/Code Improvements to Utility Upgrades. Does not affect total grant amount eligibility

ELIGIBLE EXPENSES

Projected Project Cost: $102,137.27

Mister Red, LLC - Grant Application		
Project Category	**Estimated Cost**	**Grant Limit**
Façade/Building Rehabilitation	$32,981.25	50% up to $50,000
Awnings	$11,853.38	50% up to $7,500
Signs	$6,126.95	50% up to $2,500
*Utility Upgrades	$51,175.69	50% up to $50,000
Total Project Cost	**$102,137.27**	**$50,505.47**
Total Grant Request:	***$50,000***	

PRIOR ACTION

On February 19, 2026, the Downtown Economic Development Committee (DEDC) reviewed and scored the grant application. The application received an average score of 32 points, making it eligible for a recommendation of up to $50,000. These scores support the recommendation to approve the application requested. The Downtown Economic Development Committee recommends approval of up to $50,000 (10-0).

On March 25, 2026, the Tax Increment Reinvestment Zone Number One Board reviewed the application and voted to recommend City Council approve the Downtown Reinvestment Grant Program application in the amount not to exceed $50,000 as recommended by the DEDC for Mister Red, LLC located at 122 N. Locust Street.

Thank You

Mister Red, LLC

Texas Secretary of State
Jane Nelson

UCC | Business Organizations | Trademarks | Account | Help/Fees | Briefcase | Logout

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 806214837
Original Date of Filing: September 14, 2025
Formation Date: N/A
Tax ID: 32102119040
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: Mister Red LLC
Address: 8700 BALTUSROL DR
Flower Mound, TX 75022-6519 USA

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

Name	Address	Inactive Date
United States Corporation Agents, Inc.	10601 Clarence Dr., Suite 250 Frisco, TX 75033 USA	

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

ACM: **Christine Taylor**

DATE: **May 5, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton approving a grant to McKarroll Partners, LLC for façade and utility improvements located at 325 W. McKinney Street from the Downtown Reinvestment Grant Program in an amount not to exceed $50,000.00 from Tax Increment Reinvestment Zone Number One funds; and providing for an effective date. The Tax Increment Reinvestment Zone Number One Board recommends approval (6-0).

BACKGROUND

McKarroll Partners LLC purchased 325 W. McKinney in September 2025 with the goal of bringing the building up to code and upgrading its outdated utilities. While the building's use will remain the same, housing multiple small businesses, the tenants will be different from before. Several businesses that are staples in the local community will occupy the space such as Pros PM, Veritas Labs, The Artist Grove, and Ancile Inc., with approximately 4,000 sq.ft of lease space still available.

Project

Along with bringing the building up to code and upgrading utilities, the façade will also be repaired and repainted with a Denton centric mural. With modernizing the utilities, it will prepare the building for long-term occupancy and growth. These improvements will support the increase in property value and sales tax for the Tax Increment Reinvestment Zone Number One.

Projected Improvements include: Façade & Building Renovation and Utility Upgrades
Project Submitted Expenses: $248,607
Grant Request: $50,000.00
Applicable Policy Limits:

- *Façade Rehabilitation:* Facade rehabilitation and building grants are limited to a 50% match of the eligible project's costs, with a cap of $50,000 per grant for facade, roof and foundation work. Roof and foundation repair may constitute no more than half of the request and shall only be considered for funding if included as a portion of a larger project.

- *Utility Upgrades:* Utility Upgrade grants are limited to a 50% match with a cap of $50,000 per grant.

PRIOR ACTION/REVIEW

On February 19, 2026, the Downtown Economic Development Committee (DEDC) reviewed and scored the grant application. The application received an average score of 31 points, making it eligible for a recommendation of up to $50,000. These scores support the recommendation to approve the application as requested. The grant application request and DEDC recommendation are up to $50,000.

On March 25, 2026, the Tax Increment Reinvestment Zone Number One Board reviewed the application and voted to recommend City Council approve the Downtown Reinvestment Grant Program application in the amount not to exceed $50,000 as recommended by the DEDC for McKarroll Partners, LLC located at 325 W. McKinney Street.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Agreement
Exhibit 3 – Presentation
Exhibit 4 – LLC Search

Respectfully submitted:
Kristen Pulido
Main Street Program Manager
Office of Economic Development

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING A GRANT TO MCKARROLL PARTNERS LLC FOR FAÇADE AND UTILITY IMPROVEMENTS LOCATED AT 325 W. MCKINNEY STREET FROM THE DOWNTOWN REINVESTMENT GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED $50,000.00 FROM TAX INCREMENT REINVESTMENT ZONE NUMBER ONE FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE BOARD RECOMMENDS APPROVAL (6-0).

WHEREAS, on April 3, 2007, the City Council approved the Downtown Reinvestment Grant Program (the "Program") by Ordinance No. 2007-072; and

WHEREAS, on September 18, 2018, August 18, 2020, December 14, 2021, and November 19, 2025, the City Council approved changes to the Program by Ordinance Nos. 18-1321, 20-1521, 21-2626, and 25-1911, respectively; and

WHEREAS, McKarroll Partners, LLC, owner of the property located at 325 W. McKinney St., Denton, Texas 76201 (the "Property"), applied for a $50,000.00 grant in accordance with the Program; and

WHEREAS, the Tax Increment Financing Reinvestment Zone Number One Board and the Downtown Economic Development Committee reviewed the application in accordance with the Program and recommend a grant in the full amount requested by the applicant; and

WHEREAS, pursuant to the Program, the maximum Grant amount for the improvements to the Property is $50,000.00; and

WHEREAS, it is in the public interest and benefits the Downtown TIRZ to award the Downtown Reinvestment Grant, thereby stimulating economic development and promoting desired redevelopment in the downtown area of the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations in the preamble of this ordinance are found to be true and incorporated herein by reference as if fully set forth in the body of this ordinance.

SECTION 2. The City Council of the City of Denton hereby approves an agreement between the City and McKarroll Partners, LLC in the form attached hereto authorizing a grant in an amount not to exceed $50,000.00 payable from Tax Increment Reinvestment Zone No. 1 funds under the Program.

SECTION 3. The City Manager, or their designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City, including the expenditure of funds as provided in the Agreement.

SECTION 4. This Ordinance shall become effective immediately upon its passage and approval.

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

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 _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray _____ Scott Bray
Deputy City Attorney

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

DOWNTOWN REINVESTMENT GRANT AGREEMENT

This Downtown Reinvestment Grant Agreement (the "Agreement") is entered into by and between the City of Denton, Texas, a Texas municipal corporation duly acting herein by and through its City Manager (the "City"), and McKarroll Partners, LLC, a Texas limited liability company with principal place of business at 325 W. McKinney Street, Denton, TX 76201 ("Owner").

WHEREAS, the City Council of Denton, Texas (the "City Council") has, by Ordinance No. 2007-072, elected to offer downtown reinvestment grant incentives and has adopted guidelines and criteria governing downtown reinvestment grant incentive agreements known as the Downtown Reinvestment Grant Program Policy (the "Program"), a copy of which is on file in the City of Denton Economic Development Office and which is incorporated herein by reference; and

WHEREAS, the Program constitutes appropriate "guidelines and criteria" governing downtown reinvestment grant incentive agreements to be entered into by the City;

WHEREAS, the Owner will be the owner or have a leasehold interest, as of the Effective Date (as hereinafter defined), of certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and made a part of this Agreement for all purposes (the "Premises"); and

WHEREAS, on the 10th day of December, 2025, Owner submitted an application for a reinvestment grant with various attachments to the City concerning the contemplated use of the Premises (the "Application"), which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the City Council of the City of Denton finds that the contemplated use of the Premises, the Improvements (as hereinafter defined) to the Premises as set forth in this Agreement, and the other terms hereof are consistent with encouraging development in accordance with the purposes and are in compliance with the Program and similar guidelines and criteria adopted by the City and all applicable law;

NOW, THEREFORE, the City and Owner for and in consideration of the premises contained herein do hereby contract, covenant, and agree as follows:

I.
TERMS AND CONDITIONS OF REIMBURSEMENT GRANT

A. In consideration of and subject to the Owner meeting all the terms and conditions of reimbursement set forth herein, the City will pay to the Owner the following reimbursement grant:

1. A reimbursement grant in an amount not to exceed $50,000 (the "Grant") attributable to new Improvements, as hereinafter defined, being constructed on the Premises.

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

2. The Grant will be distributed to Owner as a lump sum reimbursement upon completion of the Project, the receipt of adequate documentation of expenditure of the Grant amount on costs necessary and related to the Improvements as described in Exhibit "B" attached hereto, and approval of the completed Improvements by the City.

B. A condition of receiving the Grant is that, by May 5, 2027, Owner will complete paint, roof repair, and utility upgrades as described in Exhibit "B" (collectively, the "Improvements") on the Premises.

C. A condition of the Reimbursement is that the Improvements be completed and used substantially in accordance with the description of the project set forth in Exhibit "B" and comply with the requirements of the Program, which are incorporated herein by reference.

D. Owner agrees to comply with all the terms and conditions set forth in this Agreement.

E. The parties expressly understand and agree that City's payment of the Grant is contingent upon City's receipt and appropriation of adequate funds to pay the Grant. If adequate funds are not available to make the payment under this Agreement, City may, at its option, either reduce the amount of the Grant or terminate the Agreement.

F. It is expressly understood that this Agreement in no way obligates the City to provide more funds than the Grant amount.

II.
CONDITION OF REIMBURSEMENT

A. Prior to payment of any portion of the Grant, all ad valorem real prope1iy taxes with respect to the Premises and all other prope1iy in the City owned by the Owner shall be current.

B. Prior to the payment of any portion of the Grant, Owner shall have constructed the Improvements as specified in Exhibit "B."

C. If alterations to the Improvements are made for any reason within one (1) year from final payment of the Grant without prior written consent from the City, Owner is required to reimburse the City in the full amount of the Grant.

D. Prior to the award of the Grant, Owner shall own or have a leasehold interest in the Premises.

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III.
RECORDS AND EVALUATION OF PROJECT

A. The Owner shall provide access and authorize inspection of the Premises by City employees and allow sufficient inspection of financial info1mation related to construction of the Improvements to ensure that the Improvements are made, and performance thresholds are met according to the specifications and conditions of this Agreement. Such inspections shall be done in a way that will not interfere with Owner's business operations.

IV.
GENERAL PROVISIONS

A. The City has adopted guidelines and criteria for the Program that allow it to enter into this Agreement containing the te1ms set fo1th herein.

B. The City has determined that procedures followed by the City to enter into this Agreement and the obligations of the parties to this Agreement conform to the requirements of the Code and the Program.

C. In the event of any conflict between the City zoning ordinances, or other City ordinances or regulations, and this Agreement, such ordinances or regulations shall control.

D. Owner represents and warrants that Owner is authorized to make the Improvements to the Premises.

E. Pursuant to Section 2264. 051 of the Texas Government Code, Owner certifies that it and its branches, divisions, or departments do not and will not knowingly employ an undocumented worker.

V.
NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designated in writing, by certified mail postage prepare, by hand delivery or via facsimile:

OWNER:

McKarroll Partners, LLC
325 W. McKinney St.
Denton, TX 76201

CITY:

Cassey Ogden, Interim City Manager
City of Denton
215 E. McKinney,
Denton, Texas 76201
Fax No. 940-349-8596

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

VI.
CITY COUNCIL AUTHORIZATION

This Agreement was authorized by the City Council by passage of Ordinance No. _____ authorizing the City Manager to execute this Agreement on behalf of the City.

VII.
SEVERABIILTY

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word. In the event that (i) the term of the Grant with respect to any property is longer than allowed by law, or (ii) the Grant applies to a broader classification of property than is allowed by law, then the Grant shall be valid with respect to the classification of property abated hereunder, and the portion of the term, that is allowed by law.

VIII.
OWNER STANDING

Owner, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Owner shall be entitled to intervene in said litigation.

IX.
APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas and is fully performable in Denton County, Texas. Venue for any action under this Agreement shall be in Denton County, Texas.

X.
ENTIRE AGREEMENT

This instrument with the attached exhibits contains the entire agreement between the parties with respect to the transaction contemplated in this Agreement.

XI.
BINDING

This Agreement shall be binding on the parties and the respective successors, assigns, heirs, and legal representatives.

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XII.
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIII.
SECTION AND OTHER HEADINGS

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XIV.
NO JOINT VENTURE

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby disavowed.

XV.
AMENDMENT

This Agreement may be modified in writing by the parties hereto to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement.

XVI.
FORCE MAJEURE

If, because of flood, fire, explosions, civil disturbances, strikes, war, acts of God, or other causes beyond the control of either Party, either Party is not able to perform any or all of its obligations under this Agreement, then the respective Party's obligations hereunder shall be suspended during such period but for no longer than such period of time when the party is unable to perform.

XVII.
INDEMNIFICATION

OWNER SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY ARISES FROM CITY'S GRANT AND OWNER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER AND ANY CONTESTS OR CHALLENGES TO THELEGAL AUTHORITY OF THE CITY OR OWNER TO ENTER INTO THIS AGREEMENT AND ANY AND ALL LIABILITIES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT

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ANY INDEMNITEES SUFFER OR INCURS AS A RESULT OF ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT OWNER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR THE BREACH BY THE CITY OF THIS AGREEMENT.

This Agreement is executed and effective on this, the _____ day of_____, 2026, (the "Effective Date") by duly authorized officials of the City and Owner.

CITY OF DENTON

_____
CASSEY OGDEN, INTERIM CITY MANAGER

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray _____ Scott Bray
Deputy City Attorney

OWNER:
McKarroll Partners LLC

By: JNW Ventures, LLC, Manager

Signed by:
By: John Withers _____
3E7513FA6853451...
John Withers, Member of JNW Ventures, LLC

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EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

BEING LOT 1, BLOCK A OF CARROLL ADDITION, AN ADDITION TO THE CITY OF DENTON, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET V, PAGE 106, PLAT RECORDS, DENTON COUNTY, TEXAS.

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EXHIBIT B

APPLICATION AND IMPROVEMENTS

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EXHIBIT A

CITY OF DENTON
DOWNTOWN REINVESTMENT GRANT PROGRAM APPLICATION

Department of Economic Development
401 N. Elm St., Denton, TX 76201
940-349-7776
www.cityofdenton.com
ED@cityofdenton.com

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

Downtown Reinvestment Grant Program Application

Please return completed the application with necessary attachments and signatures to the Economic Development Department office at 401 N. Elm St., Denton, Texas. If you have any application questions, please contact the Economic Development Department at 940-349-7776.

Applicant Name	**John Withers**	Date	**12/10/25**
Business Name	**Stag Commercial**		
Mailing Address	**1720 Westminster** **Denton, TX 76205**		
Contact Phone	**McKarroll Parterns LLC**	Email Address	[redacted]
Building Owner (if different from applicant)	**McKarroll Partners LLC**		
Historical/Current Building Name			
Project Site/Address	**325 W McKinney, Denton, TX 76201**		

Type of Work: (check all that apply)

- ☒ Paint Only
- ☐ Signage
- ☒ Utility Upgrades
- ☒ Facade & Building Renovation
- ☐ Awnings
- ☐ Impact Fees
- ☒ Interior/Code Improvements
- ☐ Fire Suppression System

Details of planned improvements relating to grant request (attach additional information if necessary).

Prepare exteior for mural facing Carroll Blvd.

restripe the shared parking lot, interior upgrades and finish outs for tenants

repair damaged sanatray sewer lines servicing the building.

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How will this project benefit Downtown?

Repainting and repairing the exterior of the building will immediately enhance the visual appeal of this prominent downtown property, contributing to a more vibrant and welcoming streetscape. A refreshed façade encourages increased pedestrian activity, attracts new visitors, and supports the ongoing revitalization efforts that make Downtown Denton a destination for residents, students, and tourists alike. Cleaner, well-maintained exteriors also inspire surrounding businesses to invest in their own improvements, creating a positive ripple effect throughout the district. Replacing the failed sanitary sewer infrastructure is equally critical. Modernizing these utilities improves public health and safety, reduces the risk of costly emergency failures, and ensures the building is prepared for long-term occupancy and growth. Updated sewer systems support current and future tenants, helping maintain the economic vitality of downtown.

Legal Description of the property:

CARROLL ADDN (DENTON) BLK A LOT 1

Project Categories	Estimated Costs	Grant Requested
Facade/Building Rehab	$148,557	$74,278.50
Awnings		
Signs		
Impact Fees		
Utility Upgrades	$100,050.00	$50,025.00
Interior/Code Improvements	$293,640.02	$146,820.01
Fire Suppression System		
Totals	$542,247.00	$271,1123.51

TOTAL COST OF PROPOSED PROJECT $ $542,247.00

TOTAL GRANT REQUEST
(May not exceed 50% of TOTAL COST up to $50,000) $ 50,000.00

Attach all required color samples of paint, awning/canopy, sign design, etc., as well as photographs of building's exterior facade, roof and foundation.

Applicant's Signature

12/16/25
Date

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

DOWNTOWN REINVESTMENT GRANT AGREEMENT FORM

Please complete and return with the Downtown Reinvestment Grant Application to the Economic Development office, 401 N. Elm St., Denton, Texas. If you have any questions, please contact the Economic Development Department at 940- 349-7776.

I have met with a representative from the Economic Development Department, and I have read and fully understand the Downtown Reinvestment Grant procedures established by the Denton City Council. I intend to use this grant program for the aforementioned renovation projects to advance the efforts of revitalization and historic preservation of Denton's historic downtown. *I have not received, nor will I receive insurance monies for this revitalization project.*

I understand that if I am awarded a Downtown Reinvestment Grant by the City of Denton, any deviation from the approved project may result in the partial or total withdrawal of the grant. (If I am awarded a reinvestment grant for facade, awning or sign work and the facade, sign or awning is altered for any reason within **one (1) year** from construction, I may be required to reimburse the City of Denton immediately for the full amount of the grant.)

McKarroll Partners LLC

Business/Organization Name

	John Withers	12/16/25
Applicant's Signature	*Printed Name*	*Date*
	John Withers	12/16/25
Building Owner's Signature (if different from applicant)	*Printed Name*	*Date*

This section is to be completed by Economic Development staff.

Date considered by DEDC	*Recommendation*	*Staff Signature*
Date considered by TIRZ #1 Board	*Recommendation*	*Staff Signature*
Date considered by City Council	*Approval*	*Staff Signature*

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REVIEW PROCESS

Total project scores can range from 0 to 35 points.

Recommendations will be based on:

0-9 points	=	No funding
10-14 points	=	Grant recommendation of up to $7,500
15-19 points	=	Grant recommendation up to $15,000
20-24 points	=	Grant recommendation up to $25,000
25-29 points	=	Grant recommendation up to $35,000
30-40 points	=	Grant recommendation up to $50,000

All grants will be subject to a recommendation by the Downtown Economic Development Committee, TIRZ #1 Board, and approval by the Denton City Council.

Grant applications will be scored based on:

- **Economic Impact - 0-5 Points**
  - Total investment dollars as provided in the grant application
  - Investment in structure construction or renovation (excluding purchase price)
  - Investment in furniture, fixtures and equipment; estimated taxable sales

- **Historic Accuracy/Design - 0-5 Points**
  - New construction/complements existing buildings
  - Restores building to historic accuracy
  - Renovation of building with historic marker (Local, state or national historic marker)

- **Upgrades to Utilities/Impact Fees - 0-5 Points**
  - Requires upgrades in electrical service
  - Increases existing water/wastewater capacity
  - No existing utilities to structure
  - Extends water/wastewater lines (improves additional properties)
  - Impact fees may be ranked depending upon percentage of fees to eligible expenses

- **Increases Population - 0-5 Points**
  - Increases consumer traffic (day or night)
  - Increases quality residential units
  - Increases walkability or pedestrian activity/accessiblity

- **Interior/Code Improvements - 0-5 points**
  - Asbestos and mold abatement
  - Fire suppression systems
  - ADA improvements

- **Other - 0-15 Points**
  Including, but not limited to:
  - Partners with other businesses (i.e., shared parking)
  - Project is a "target" business (i.e., grocery, pharmacy, locally owned)
  - Promotes development of Denton arts and entertainment
  - Longevity of business

- **Fire Suppression System – 40 points**
  - Fire Suppression Systems applications automatically receive the maximum score

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PROJECT PROPOSAL

PROJECT NAME

300 Carroll Mural

PROJECT OVERVIEW

Mural to be completed on West exterior wall facing Caroll Boulevard

SCOPE OF WORK

- Theme development
- Mural creation
- Maintenance & preservation

TIMELINE

- Development: 3 weeks
- Mural creation: 1 week
- Maintenance: To be discussed

COST

Estimated budget: $11,000

CONCLUSION

We believe that this mural painting will have a long lasting effect to the area and community, enabling us to showcase our city's identity through art.

[redacted]

[redacted]

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Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

Irwin Construction Group
cole@irwinconstructiongroup.com
(940) 735-0555

Project Addresses:
325 McKinney St.
300 N Carroll Blvd.

Commercial Buildings Renovation
Date: Dec 16, 2025

For
Cole Irwin
[redacted]

Demolition	$6,104.20
Framing	$8,094.21
Drywall	$13,528.38
Flooring	$91,555.18
Trim	$1,790.53
Painting	$21,697.10
Cabinets	$848.34
Plumbing	$4,722.59
Electrical	$19,103.80
Ceiling Grid	$9,510.50
Doors	$3,201.60
Stairs	$2,539.20
Subtotal	$182,695.62
Contractor Fee (15%)	$27,404.34
Total	**$210,099.96**

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5L PLUMBING
M-44466
Keaton Long
940-389-6596
NEW CONSTRUCTION - REMODELS - SERVICE

5L PLUMBING LLC
Keaton Long M-44466
19001 North County Line Rd.
Ponder, TEXAS 76259
940-389-6596
5lplumbingcompany@gmail.com

DATE:	December 16, 2025
BUILDER/HOMEOWNER:	STAG Commercial LLC
PROPERTY ADDRESS:	325 W. McKinney, Denton, TX

Total Bid Amount: $4,500.00
**3% transaction fee for credit/debit card payments*

Sewer Line Replacement Bid:

Description:

- Repair/replace bathroom stacks **$4,500.00**

Please note: Current sewer line is cast iron and has recently stopped up numerous times

All Material Is Guaranteed To Be As Specified And In Accordance With The Drawings/Blueprints Submitted. Any Deviation From The Original Drawings/Blueprints Involving Extra Time Or Material Will Become An Additional Charge.

Owner/Builder Is To Carry Fire, Tornado, Theft And Other Necessary Insurance Coverage. 5L Plumbing Will Provide Proof Of Workers Compensation And General Liability Insurance Coverage.

5L Plumbing Warranties All Plumbing Fixtures, Pipes And Workmanship For One Year From The Issued Date of the Final Draw. This Contract Is Binding Between 5L Plumbing And Builder Only and will be VALID FOR 30 DAYS FROM DATE OF ISSUE.

I Acknowledge That I Have Read And Agree To The Above Terms And Conditions

Signature Required _____ Date_____

Texas State Board Of Plumbing Examiners
7915 Cameron Road, Austin, Texas 78754
(512) 936-5200
ISSUED ON: 12/16/2025

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

5L PLUMBING
M-44466
Keaton Long
940-389-6596
NEW CONSTRUCTION - REMODELS - SERVICE

5L PLUMBING LLC
Keaton Long M-44466
19001 North County Line Rd.
Ponder, TEXAS 76259
940-389-6596
5lplumbingcompany@gmail.com

DATE:	December 16, 2025
BUILDER/HOMEOWNER:	STAG Commercial LLC
PROPERTY ADDRESS:	325 W. McKinney, Denton, TX

Total Bid Amount: $11,300.00
**3% transaction fee for credit/debit card payments*

Sewer Line Replacement Bid:

Description:

*After completing, we found sewer line from 300 N. Carroll going into the sewer on 325 W. McKinney. This is not a normal plumbing procedure. We need to tunnel 45 more feet to correct the belly in the old line and convert to PUC.

ADDITIONAL COST: $11,300.00

All Material Is Guaranteed To Be As Specified And In Accordance With The Drawings/Blueprints Submitted. Any Deviation From The Original Drawings/Blueprints Involving Extra Time Or Material Will Become An Additional Charge.

Owner/Builder Is To Carry Fire, Tornado, Theft And Other Necessary Insurance Coverage. 5L Plumbing Will Provide Proof Of Workers Compensation And General Liability Insurance Coverage.

5L Plumbing Warranties All Plumbing Fixtures, Pipes And Workmanship For One Year From The Issued Date of the Final Draw. This Contract Is Binding Between 5L Plumbing And Builder Only and will be VALID FOR 30 DAYS FROM DATE OF ISSUE.

I Acknowledge That I Have Read And Agree To The Above Terms And Conditions

Signature Required _____ Date_____

Texas State Board Of Plumbing Examiners
7915 Cameron Road, Austin, Texas 78754
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5L PLUMBING
M-44466
Keaton Long
940-389-6596
NEW CONSTRUCTION - REMODELS - SERVICE

5L PLUMBING LLC
Keaton Long M-44466
19001 North County Line Rd.
Ponder, TEXAS 76259
940-389-6596
5lplumbingcompany@gmail.com

DATE:	December 16, 2025
BUILDER/HOMEOWNER:	STAG Commercial LLC
PROPERTY ADDRESS:	325 W. McKinney, Denton, TX

Total Bid Amount: $15,250.00
**3% transaction fee for credit/debit card payments*

Sewer Line Replacement Bid:

Description:

- Up to 110' of hand dug sewer line replaced
- Back fill clean up and haul off
- Permit and Inspection

Please note: Current sewer line is cast iron and has recently stopped up numerous times

All Material Is Guaranteed To Be As Specified And In Accordance With The Drawings/Blueprints Submitted. Any Deviation From The Original Drawings/Blueprints Involving Extra Time Or Material Will Become An Additional Charge.

Owner/Builder Is To Carry Fire, Tornado, Theft And Other Necessary Insurance Coverage. 5L Plumbing Will Provide Proof Of Workers Compensation And General Liability Insurance Coverage.

5L Plumbing Warranties All Plumbing Fixtures, Pipes And Workmanship For One Year From The Issued Date of the Final Draw. This Contract Is Binding Between 5L Plumbing And Builder Only and will be VALID FOR 30 DAYS FROM DATE OF ISSUE.

I Acknowledge That I Have Read And Agree To The Above Terms And Conditions

Signature Required _____Date_____

Texas State Board Of Plumbing Examiners
7915 Cameron Road, Austin, Texas 78754
(512) 936-5200
ISSUED ON: 12/16/2025

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

Estimate 25168-6

Due Days 5

DRAFT

PREPARED BY
Troy J Ballenger
Tristar Built
(940) 368-1900
troy@tristarrepair.com
2126 James St, Denton, TX 76205, USA

PREPARED FOR
Ryan Rutherford
[redacted]
300 N Carroll Blvd, Denton, TX 76201, USA

ESTIMATE DETAILS
300 North Carroll Boulevard / 325 West Mckinney
300 N Carroll Blvd, Denton, TX 76201, USA

Roof Inspection and Repairs

DESCRIPTION	TOTAL
COPING	$33,118.55
LABOR	$19,662.10
METAL COPING CAP METAL COPING CAP INSTALL	$15,677.42
WOOD BLOCKING 2 LAYERS OF 2 X 6 PER LF -TO RAISE HEIGHT OF COPING BY 4 INCHES.	$3,984.68
MATERIALS	$13,456.45
COPING	$13,456.45
LUMBER PACKAGE LUMBER FOR BLOCKING TO RAISE COPING TO CORRECT HEIGHT	$3,004.84
METAL COPING CAP METAL COPING CAP	$10,451.61
HVAC	$7,741.93
TPO	$23,837.50
LABOR	$9,701.61
SCUPPER FLASHING RE-FLASH AT SCUPPER	$1,548.39
DRAIN FLASHING INSTALL NEW TARGETS AT DRAINS FOR PROPER INSTALLATION OF DRAIN COVERS AND DRAINAGE OF PONDING WATER.	$1,814.52
CURB FLASHING RE-ADHERE MEMBRANE TO CURBS	$1,258.06
WALL FLASHING RE-ADHERE VERTICAL MEMBRANE TO WALLS	$967.74
HVAC / Mechanical HVAC UNIT MEMBRANE FLASHING	$3,145.16
PITCH PAN INSTALL NEW PITCH PANS	$967.74

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

MATERIALS	$14,135.89
DRAIN	$7,258.06
DRAIN GRATE COVERS GRATES TO ATTACH TO ROOF CORRECTLY, CURRENT DRAIN COVERS ARE NOT ATTACHED, OR NON-EXISTENT AND ARE WRONG STYLE	$7,258.06
PITCH PAN / POCKET	$2,129.03
POURABLE SEALER 1 PART POURABLE SEALER	$1,161.29
PITCH PAN NEW PITCH PANS	$967.74
TPO	$4,748.80
TPO ACCESSORY PACKAGE CORNERS, PATCHES, WATER BLOCK, CAULK, RAGS, ROLLERS	$1,653.23
TPO 60 MIL TPO MEMBRANE	$1,209.68
TPO CLEANER CLEANER FOR PROPER TPO JOINT WELD - 1 GALLON	$353.63
TPO DETAIL MEMBRANE TPO DETAIL MEMBRANE	$1,532.26
TREE TRIMMING	$1,209.68
TREE TRIMMING TRIM TREES OFF OF ROOF LINE TO	$1,209.68
WATERPROOFING	$3,669.36
MATERIALS	$725.81
SEALANT/COATING COMMERCIAL GRADE SEALANT	$725.81
LABOR	$2,943.55
MASONRY SEALANT SEAL ALL VOIDS IN MASONRY AT EDGE OF BUILDING TO ENSURE WATERTIGHTNESS	$2,137.10
WATER TEST TEST TO ENSURE ROOFING MEMBRANE, COPING, MASONRY AND HVAC UNITS ARE WATERTIGHT.	$806.45
GENERAL CONDITIONS	$12,177.42
MOBILIZATION MOBILIZE TO 325 MCKINNEY	$806.45
ROLL OFF DUMPSTER 40 YD ROLL OFF DUMPSTER	$1,612.90
SAFETY SET UP SAFETY SET UP	$1,209.68
EQUIPMENT RENTAL 8K TELEHANDLER FOR MATERIAL LIFTING TO ROOF	$4,516.13
JOB SITE CLEAN UP	$4,032.26

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

SUBTOTAL	$81,754.44
TAX	$6,785.62
TOTAL	$88,540.06

Upon approval of the project, a deposit will be required.
Unless otherwise notated, Draw Schedule is as follows:

For projects under $30,000: 1st draw of 50% at start of project with final balance due at completion.
For projects of $30,000-$79,999: 3 draw schedule
For projects over $80,000: 4 draw schedule
Change Orders will be billed 100% upon completion.

Terms and Conditions

TriStar Repair & Construction ("TriStar") will provide to The Owner the services outlined in this estimate.

Change Orders
Owner may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made by written “Change Order” signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the work as a result of a Change Order.

Payment
Payments shall be made in accordance with the outlined draw schedule. In addition to any other right or remedy provided by law, if Owner fails to pay for the Services when due, TriStar has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and or seek legal remedies.

Insurance
TriStar shall maintain general liability insurance, in accordance with the minimum requirements of the state throughout the duration of the Services. TriStar shall provide Owner with proof of insurance upon the request of the Owner.

Access
The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris.

Warranty
TriStar shall provide a one year workmanship warranty on its services. Parts and materials are subject to the standard manufacturer’s warranty.

Default
The occurrence of any of the following shall constitute a material default under this contract:
The failure to make a required payment when due, the insolvency or bankruptcy of either party, the subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency, and/or the failure to make available or deliver the Services in the time and manner provided for in this Contract.

Entire Agreement
This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

Governing Law
This Contract shall be construed in accordance with the laws of the State of Texas.

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

The above specifications, costs, and terms are hereby accepted.

CUSTOMER'S SIGNATURE	DATE

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

PRK Services, Inc.
Heating & Air Conditioning
940.382.8554 www.FIXAC.com

All pricing includes Materials, Labor, Equipment and Taxes.

Suite 105 325 Mckinney. Replace 14 SEER Single Phase 3 ½ Ton 80,000 BTU R-32 Gas Furnace System and 14 SEER Single Phase 4 Ton 80,000 BTU R-32 Gas Furnace Systems. Including Crane, 4x4 Treated Lumber for Condensers, Thermostat, Disconnect and Whips, Flue and Gas material, all other misc. materials needed, and Freon at start-up. Comes with 1-Year labor warranty and a 5-Year parts and equipment warranty. All quotes are good for 30 days. Payment is due upon approval. Discount added for loyal customer.

With Discount for Both Units 19,500.00

Server Room 325 Mckinney. Replace 14 SEER Single Phase 1 ½ Ton A/C only system. Including Crane, 4x4 Treated Lumber for Condenser, Thermostat, Disconnect and Whip, Drain Pan and Float Switch, Supply and Return Plenums, all other misc. materials needed, and Freon at start-up. Comes with 1-Year labor warranty and a 5-Year parts and equipment warranty. All quotes are good for 30 days. Payment is due upon approval. Discount added for loyal customer.

With Discount 7,500.00

Suite 103 325 Mckinney. Replace 5 Ton Single Phase Gas Package Unit. Including Crane, Curb Adaptor, Thermostat, Disconnect and Whip, Flue and Gas material, all other misc. materials needed, and Freon at start-up. Comes with 1-Year labor warranty and a 5-Year parts and equipment warranty. All quotes are good for 30 days. Payment is due upon approval. Discount added for loyal customer.

With Discount 16,000.00

Suite 109 325 Mckinney. Replace two 3-Phase 4 Ton Gas Package Units. Including Crane, 4x4 Treated Lumber for Side Discharge Unit, Curb Adaptor for other unit, Thermostat, Disconnect and Whips, Flue and Gas material, all other misc. materials needed, and Freon at start-up. Comes with 1-Year labor warranty and a 5-Year parts and equipment warranty. All quotes are good for 30 days. Payment is due upon approval. Discount added for loyal customer.

With Discount for Both Units 26,000.00

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

Suite 101 300 N. Carroll. **Replace two 3-Phase 4 Ton Gas Package Units. Including Crane, 4x4 Treated Lumber for Side Discharge Unit, Curb Adaptor for other unit, Thermostat, Disconnect and Whips, Flue and Gas material, all other misc. materials needed, and Freon at start-up. Comes with 1-Year labor warranty and a 5-Year parts and equipment warranty. All quotes are good for 30 days. Payment is due upon approval. Discount added for loyal customer.**

With Discount for Both Units 26,000.00

Total Cost for full project if all done 95,000.00

Customer/Date	**Stagg Properties/09/2025**
Address:	**325 Mckinney/300 N. Carroll Denton, Tx 76201**
Phone:	[redacted]
Email:	[redacted]

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

Estimate 25168-8

Issue Date August 7, 2025
Expires August 12, 2025

PREPARED BY
Ryan Hunt
Tristar Built
(817) 688-8559
ryan@tristarrepair.com
2126 James St, Denton, TX 76205, USA

PREPARED FOR
John Withers
STAG
[redacted]
300 N Carroll Blvd, Denton, TX 76201, USA

ESTIMATE DETAILS

300 North Carroll Boulevard / 325 West Mckinney
300 N Carroll Blvd, Denton, TX 76201, USA

TPO Roof Membrane Repairs - Limited Workmanship Warranty

DESCRIPTION

Roof Repair

Inspection

Service Trip (TPO Roof Repair)

- **Inspect and document with uploaded photos to Jobtread work order**

- Replace missing or damaged shingles or membrane as needed
- Caulk exposed nails or fasteners
- Inspect vents for functionality
- Inspect all flashings
- Inspect all pipe boots

Tree Trimming

Tree Trimming
Trim Trees off of roof line to keep branches from rubbing membrane and creating holes



Waterproofing

Labor

Sealant and Backer Rod
SEAL ALL VOIDS IN MASONRY AT EDGE OF BUILDING AND JOINTS, INSTALL CLOSED CELL BACKER ROD TO ENSURE WATERTIGHTNESS.

This item does not include a water test and will not include workmanship warranty.



Materials

Backer Rod
1" Closed Cell Backer rod for expansion Joints and junctions in outside walls

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SEALANT/COATING
SEALANT

TPO Roof Repair

Labor

TPO Roof Repair
TPO- Various roof repairs in the field, this includes an in depth inspection of membrane and probing of the seams to ensure proper waterproofing and adhesion.



Drain Flash w/drain ring and cage install Labor
Re-flash



Wall Flashing / Labor 6' Wall
Re-flash Wall up to 6' Tall



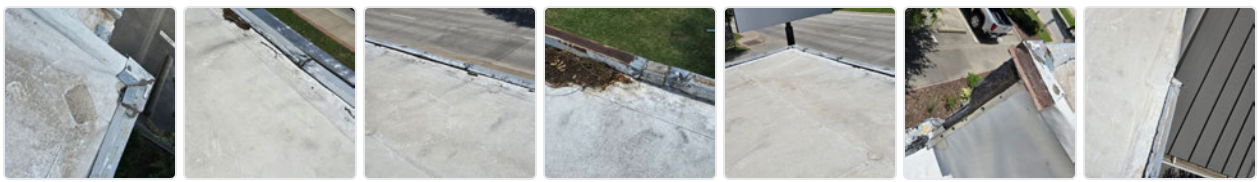
Wall Flashing / Labor 2' Wall
Re-flash Wall Up to 2' Tall



Curb Flashing/ Labor
Re-flash



Corner/Coping Flashing/ Labor
Re-flash



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Penetration Flashing/ Pitch Pan
Re-flash



Materials

TPO Membrane
60 Mil TPO Membrane

TPO Flashing Membrane
60 Mil Detail Membrane for voids in curbs and corners as well as penetrations

TPO Accessory Package
Corners, Patches, Water Block, Caulking, Rags, Rollers, Frames

TPO Boots
TPO Boots

TPO Cleaner
Cleaner for proper TPO Joint Weld - 10 GALLON

Roof Drain Ring w/ Cage
Roof Drain Ring w/ Cage

Color selection: Gray

SUBTOTAL	$38,423.09
TAX	$3,189.12
TOTAL	$41,612.21

Upon approval of the project, a deposit will be required.
Unless otherwise notated, Draw Schedule is as follows:

For projects under $30,000: 1st draw of 50% at start of project with final balance due at completion.
For projects of $30,000-$79,999: 3 draw schedule
For projects over $80,000: 4 draw schedule
Change Orders will be billed 100% upon completion.

Terms and Conditions

TriStar Repair & Construction ("TriStar") will provide to The Owner the services outlined in this estimate.

Change Orders
Owner may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made by written “Change Order” signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the work as a result of a Change Order.

Payment
Payments shall be made in accordance with the outlined draw schedule. In addition to any other right or remedy provided by law, if Owner fails to pay for the Services when due, TriStar has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and or seek legal remedies.

Insurance
TriStar shall maintain general liability insurance, in accordance with the minimum requirements of the state throughout the duration of the Services. TriStar shall provide Owner with proof of insurance upon the request of the Owner.

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Access
The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris.

Warranty
TriStar shall provide a one year workmanship warranty on its services. Parts and materials are subject to the standard manufacturer's warranty.

Default
The occurrence of any of the following shall constitute a material default under this contract:
The failure to make a required payment when due, the insolvency or bankruptcy of either party, the subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency, and/or the failure to make available or deliver the Services in the time and manner provided for in this Contract.

Entire Agreement
This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

Governing Law
This Contract shall be construed in accordance with the laws of the State of Texas.

The above specifications, costs, and terms are hereby accepted.

JOHN WITHERS	DATE

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Structured Foundation Repairs, LLC
www.structuredfoundation.com
info@structuredfoundation.com
Office:(972)484-1200 FAX:(972)484-1215
13301 Trinity Blvd #133
Euless, TX, 76040
Building a foundation of trust since 2003

Date July 29, 2025

Site Address 300 N Carroll Blvd, Denton, TX 76201

Client Details

Structural Analyst
Greg Cole
[redacted]

Products & Services

Description	Quantity
Slab Initial Engineering The initial engineering is completed by a Third Party Professional who will contact you directly to schedule prior to install.	
Foundation Type Charge: Slab	2
Slab Final Engineering The final engineering is completed by a Third Party Professional who will contact you directly to schedule after installation.	
Foundation Type Charge: Slab	2
GPR Slab Scanning Ground penetrating radar (GPR) will be used by the initial engineer to determine interior grade beam locations. Results of beam locates may be limited due to the original construction of the slab.	
Third Party Engineer: GPR interior slab scan	2
Pre Plumbing Test The plumbing test is completed by a Third Party Professional who will contact you directly to schedule before completion of foundation repairs. Cleanouts are necessary to complete the test.	
Third Party Licensed Plumber: Hydrostatic Test	2
Post Plumbing Test The plumbing test is completed by a Third Party Professional who will contact you directly to schedule after completion of foundation repairs. Cleanouts are necessary to complete the test.	
Third Party Licensed Plumber: Hydrostatic Test	2
Poly Setup Interior	
Poly Setup: Interior	2
Dirt Haul & Disposal Extra dirt not required for backfilling will be hauled off by the crew and disposed of.	
SFR Crew: Dirt haul off 40+	1

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Poly Foam Flatwork Foam injection is included up to the amounts listed below. Additional material will be charged at $13.00 per pound with OWNERS permission.		
SFR Crew Poly Inject: Flatwork		1,282 Lbs
Poly Foam Interior Foam injection is included up to the amounts listed below. Additional material will be charged at $13.00 per pound with OWNERS permission.		
SFR Crew Poly Inject: Interior Slab		666 Lbs
Concrete Pressed Piling Concrete Piling pressed to refusal with lifetime transferable warranty.		
SFR Crew Install: Pressed Piling		14
Concrete Pressed Piling w/breakout Exterior Concrete Piling installed through obstruction pressed to refusal with lifetime transferable warranty.		
SFR Crew Install: Concrete BO		27
	Subtotal	$54,295.00
	Total	**$54,295.00**

Additional Job Notes:

Exterior piers with polyurethane foam injections in the highlighted area for lift and void fill up to 1948 lbs
Current plumbing leak.

Additional Information

Payment

Deposit	**$28,000.00**
Balance	**$26,295.00**

Payment Terms:

Payment for services to be paid:

- $26,295.00 Due Upon Completion of Lift*

This price does not include any cosmetic repairs, painting, caulking, mortar repair, door adjustments or framing adjustments unless specified above. All work is to be done as specified above or as determined by the engineer and is to be done in a workmanlike manner.

We use third-party, independent Engineers and Plumbers. If an initial engineering report is included in the specification above, the work will be done per the engineer's recommendation.
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the contract. NOTE: This contract may be withdrawn by Structured Foundation Repairs, LLC if not accepted within 14 days.
* Completion of Lift is defined as when the installation of the piers and/or drainage correction is completed. Void Filling and/ or Final Engineering and/or Final Plumbing will be done as quickly as circumstances allow.

THE PRICES, SPECIFICATIONS AND CONDITIONS LISTED ABOVE AND ON THE REVERSE SIDE ARE

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SATISFACTORY AND ARE HEREBY ACCEPTED.IF THERE ARE ANY INCONSISTENCIES BETWEEN THIS AGREEMENT AND ANY VERBAL COMMUNICATION, THIS AGREEMENT WILL PREVAIL. BY SIGNING THIS AGREEMENT, I STATE THAT I AM THE LEGAL OWNER OF THE PROPERTY BEING REPAIRED AS OF THE DATE OF THIS CONTRACT ANDStructured Foundation Repairs, LLC. IS AUTHORIZED TO DO THE WORK SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

Date: _____ **Signature:** _____

Date: _____ **Signature:** _____

*****BY SIGNING I AGREE TO COMPANY'S GENERAL CONDITIONS, CANCELLATION POLICY AND WARRANTY ON SUBSEQUENT PAGES**

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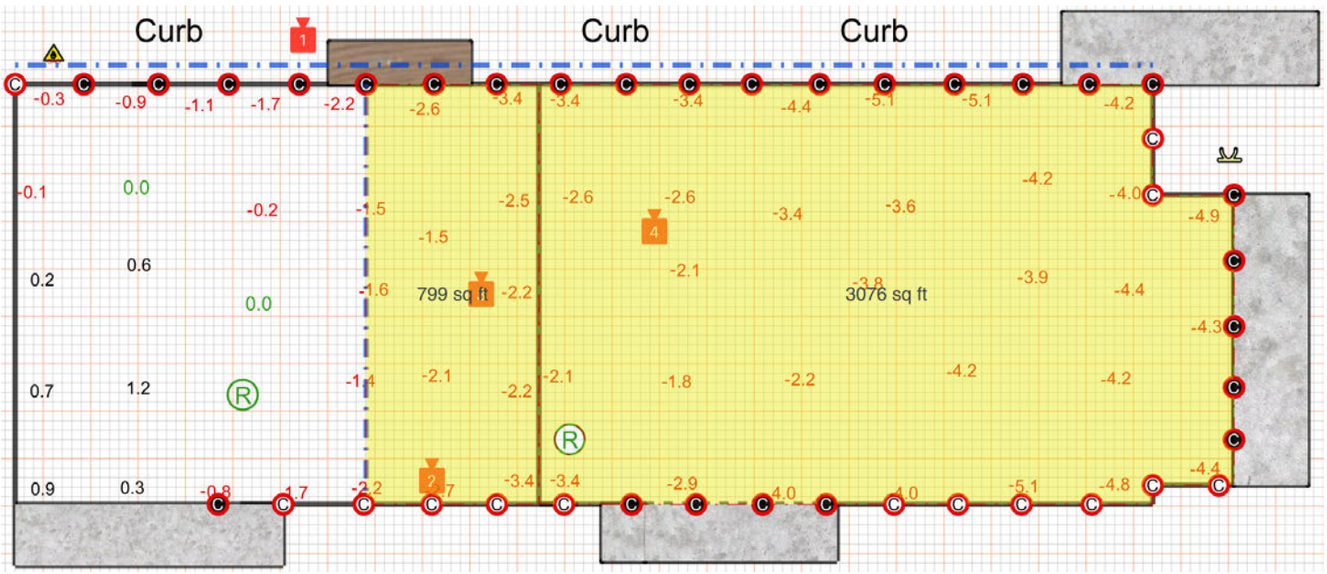
Structured Foundation Repairs, LLC
www.structuredfoundation.com
info@structuredfoundation.com
Office:(972)484-1200 FAX:(972)484-1215
13301 Trinity Blvd #133
Euless, TX 76040

Site address:
300 N Carroll Blvd
Denton, TX 76201

Structure Info:

Siding	Stucco
Stories	1
Foundation Type	Slab
Zero Lot	
Multi Unit Structure	

Structure & Repair Detail - Project site evaluated on 07/29/25



Poly Foam Flatwork	1,282 Lbs	Poly Foam Interior	666 Lbs
Concrete Pressed Piling	14	Concrete Pressed Piling w/breakout	27

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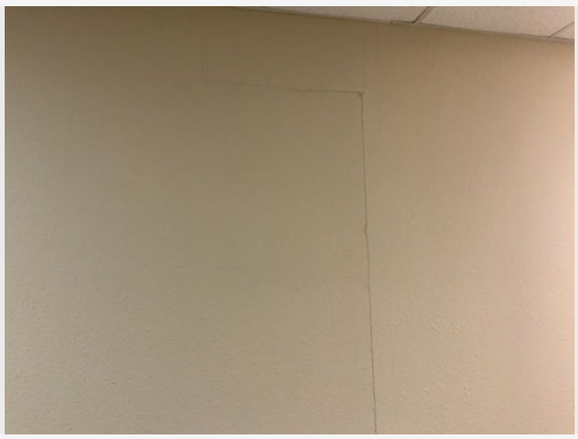
Siding	Stucco
Stories	1
Foundation Type	Slab
Zero Lot	
Multi Unit Structure	



1 - 1



2 - 1



3 - 1



4 - 1

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Site address:
300 N Carroll Blvd
Denton, TX 76201

Structure Info:

Siding	Stucco
Stories	1
Foundation Type	Slab
Zero Lot	
Multi Unit Structure	

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible. The house will be lifted until, in the sole opinion of **Structured Foundation Repairs, LLC., herein after referred to as COMPANY**, further raising will produce or create unacceptable damage to the foundation or structure.
2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure can and may cause or create new damage by movement or lack of movement.
3. **The act of lifting a foundation with pier and/or polyurethane has inherent risks and often causes damage, cosmetic and otherwise. Therefore, the COMPANY has no obligation to repair or replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing*, electrical wiring, other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood or other decks, spas, or personal property without regard to when or where said damage occurs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work is to start. We will transplant shrubbery at the point of installation, but we cannot guarantee that it survives.**
4. If spread footings, builders and/or drilled piers are discovered after work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee of $200.00 will be due for each spread footing, builder, or drilled pier that must be removed or cut off from the foundation.
5. If after work has begun, it is discovered that the foundation (or what has been underpinned) has been constructed of substandard materials and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work, and/or the warranty may be voided. Substandard construction is usually not discovered until after the work has begun and possibly not until a lift is attempted.
6. Owner shall supply **COMPANY** with water and electricity at owner's expense. **COMPANY** must have access to the breaker box at all times and must enter the interior of the dwelling at the time it is lifted.

***Note: COMPANY** recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in the repair specifications listed on the agreement. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner. Cast Iron sewage systems are more susceptible to damage as they tend to deteriorate over time. To properly test a sewage line, it is necessary to have a working double sewage cleanout. If a suitable cleanout is not found by the plumber after a reasonable search, the test will be deemed complete with regards to this contract. If the owner wants to have the actual test completed, a cleanout will need to be installed at the owner's expense. (An actual test must be performed if void fill is included on the repair specification.) If a sewage leak is detected, it is the Owner's responsibility to have it repaired within a reasonable period of time. If the Owner is unwilling or unable to do the repairs, the **COMPANY** may refund any money previously collected for void fill and may also void the warranty.

LIFETIME WARRANTY-Concrete Pressed Pilings or Steel Pilings only unless specified otherwise.
It is the intention of the **COMPANY** to permanently stabilize that portion of the foundation covered by this contract (the area where the pilings are installed), within one (1) part in two hundred and forty (240) parts of the life of the structure that it supports (1/4" in a 5-foot span). If any piling(s) installed under this agreement settle more than a 1/4" over a 5-foot span, **COMPANY** will adjust all affected pilings at no charge to the OWNER (does not include any costs for cosmetic repairs or tunneling to access pilings). This warranty applies to only the work performed by **COMPANY** described as **LIFETIME WARRANTY WORK** under the terms, provisions, and conditions of this contract. This warranty does not cover upheavals. **Pier and Beam** understructure shimming, pads and blocks, and wood replacement has a 1 year warranty unless specified otherwise. In order to reduce frivolous warranty inspections, all agreements signed February 1, 2015 or thereafter will be charged a $75 service charge for warranty inspections. **COMPANY** reserves the right to waive the charge.

POLYURETHANE LIMITED WARRANTY
Interior slabs – Polyurethane lifting of the interior of slabs comes with a 6-year warranty on re-settlement for areas lifted within a ¼ inch over 5 feet. If an area of the interior of a slab settles more than a ¼ inch over 5 feet, **COMPANY** will re-pump those areas under the following guidelines. For the first 2 years, **COMPANY** will re-pump at no charge. Year 3 will be re-pumped at the rate of $200/injection point; Year 4 will be re-pumped at the rate of $300/injection point; Year 5 will be re-pumped at the rate of $400/injection point; and Year 6 will be re-pumped at the rate of $500/injection point. A re-pump constitutes using the same holes as the original process.
Flatwork - COMPANY will re-pump once, in a two-year period, if any areas previously lifted with Polyurethane foam and has settled more than ½", at no cost to the customer. A re-pump constitutes using the same holes as the original process. **This warranty is void if the OWNER does not BACKFILL** along the sides the flatwork or if the re-settling occurs as a result of flooding or undermining from gutter downspouts and/or erosion of the supporting soil.

THIS WARRANTY SHALL BE NULL AND VOID IF:
1. Full payment is not made within 30 days of the specified due date.
2. An additional story is added to the structure or changes of a similar scope are made, without prior written approval of **COMPANY**, when such changes would affect loads on the foundation.
3. The structure is sited on a fault or is affected by an earthquake.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth.
5. The foundation is undermined (i.e. soil slumping, eroding, plumbing leaks, creek beds, excavations, ground water, improper drainage, etc.)
6. Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
7. **COMPANY** pilings are adjusted and/or modified by another contractor/individual without prior written notice.
8. Within 180 days of completion of lift, Void Filling (if included in the agreement), is not completed due to the actions or inactions of customer.
9. Structure is not reasonably maintained (i.e. improper or insufficient watering, etc.)
10. Slab (or flatwork) underpinned is discovered to be built substandard (i.e. insufficient thickness, no rebar or post tension cables, improperly mixed concrete, etc.)

TRANSFER OF WARRANTY
In the event a change of ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than sixty (60) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer, upon receipt of payment of the transfer fee current at the time of transfer. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN SIXTY (60) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID. To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check for $100 (or current transfer fee) to 13301 Trinity Blvd., #133, Euless, TX 76040. There is no charge for the first transference.

ARBITRATION OF DISPUTES
With the exception of debt collection, the Owner and **COMPANY** agree that any dispute, or lawsuit related in any way to this agreement or the work related thereto, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA with the stipulation that in the event of arbitration, the arbitrator shall require the losing party to pay the winning party's costs, including reasonable attorney's fees, and the arbitrator shall be an engineer or builder with experience in building, designing or analyzing residential foundations. Owner and **COMPANY** agree that, in any arbitration proceeding, **COMPANY** liability shall be limited to the amount paid to the **COMPANY** by the Owner under this contract.

DEBT COLLECTION (INTEREST, PENALTIES & LATE FEES)
The **COMPANY** can and will utilize all remedies allowed by law when it comes to the collection of unpaid balances. The Owner agrees to pay all interest (18% APR on unpaid balances), penalties and late fees as allowed by law if payment is not made in accordance with the terms stated and agreed to on the front of this Agreement. All costs associated with the collection of this debt, court costs, attorneys fees and county filing fees, will be the responsibility of the Owner.

CANCELLATION/RESCHEDULE POLICY
A customer may cancel/reschedule an agreement with **COMPANY** at any time by providing a written request by email to info@structuredfoundation.com. Any job cancelled or rescheduled within 3 business days prior to the scheduled commencement will incur a $250.00 change fee. Any job cancelled or rescheduled after the crew has been dispatched will incur a $500.00 fee. The homeowner will be responsible for any charges incurred prior to cancellation.

TERMINATION
The **COMPANY** may terminate this warranty at any time by paying to the current owner an amount equal to the total payments made under the original contract or a mutually agreed on amount. No changes to this document will be valid unless approved in writing by both parties.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frost Insurance Agency, Inc. - Fort Worth
PO Box 33528
Fort Worth TX 76162

CONTACT NAME: Taire Gonzales
PHONE (A/C, No, Ext): 817-420-5700 **FAX (A/C, No):** 817-420-5750
E-MAIL ADDRESS: taire.gonzales@frostinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Co.	22945
INSURER B : Acuity, A Mutual Insurance Company	14184
INSURER C : Convex Insurance UK Limited	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRUC-1
Structured Foundation Repairs Holdings, Inc.
Structured Roofing Systems, LLC
13301 Trinity Blvd.
Euless TX 76040

COVERAGES **CERTIFICATE NUMBER:** 606601343 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PGL000007	1/28/2025	1/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ZL8972	1/28/2025	1/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			TBD	1/28/2025	1/28/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001153023	1/28/2025	1/28/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Leased Equip			ZL8972	1/28/2025	1/28/2026	Leased/Rented Equip Deductible	$250,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Includes operations for Structured Roofing Systems LLC
The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement when required by written contract; Coverage is Primary/Non-Contributory.
The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

SAMPLE - Proof of Insurance
SAMPLE - Proof of Insurance
SAMPLE - Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

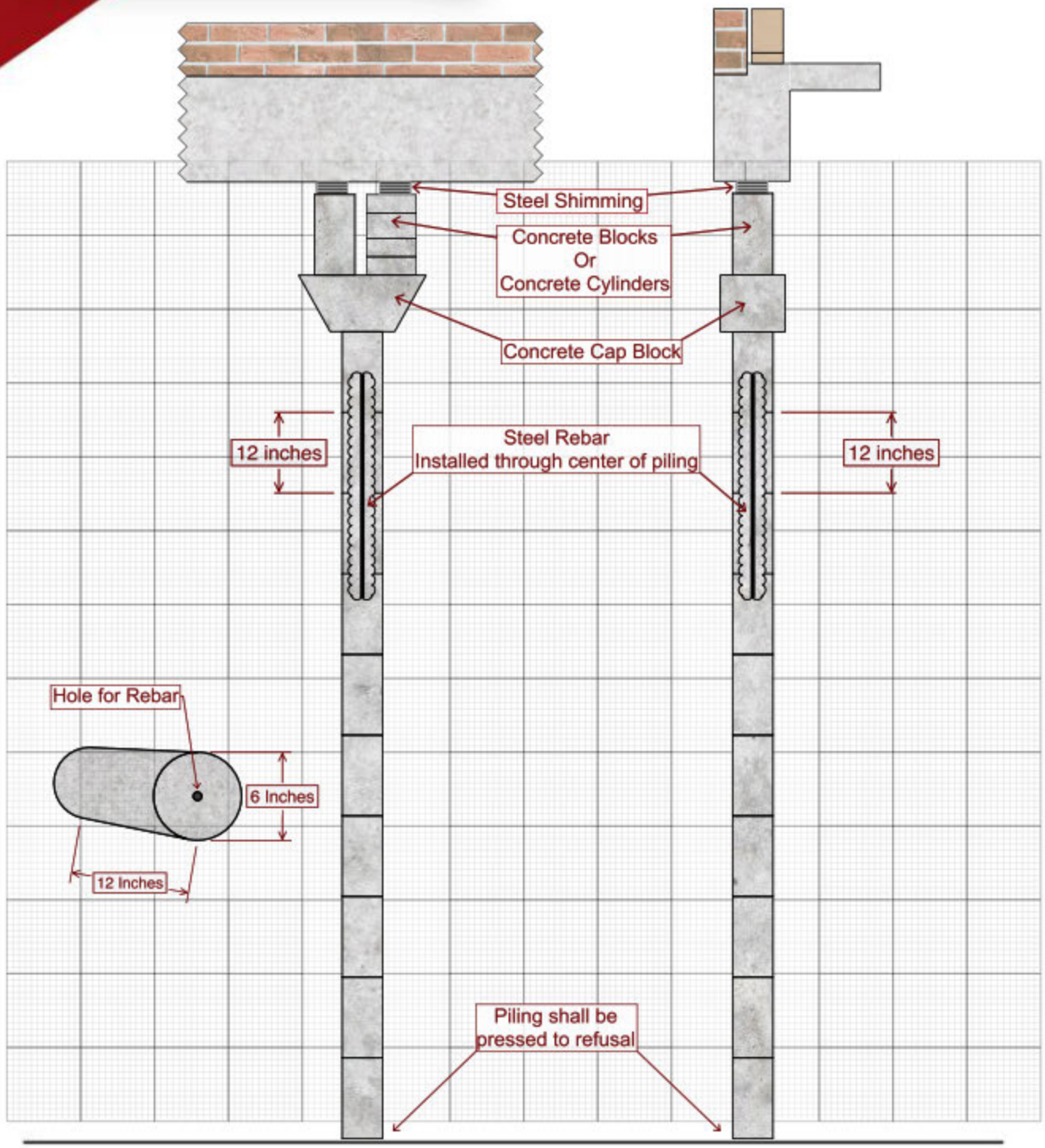
AUTHORIZED REPRESENTATIVE

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STRUCTURED
FOUNDATION REPAIRS

Concrete Pressed Piling Diagram



Structured Foundation Repairs
13301 Trinity Blvd #133, Euless, TX 76040 - (972) 484-1200
www.StructuredFoundation.com

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Controlled Watering Program

Expansive soils act like a sponge. As they absorb water they swell and as they lose water they shrink. Soils tend to dry out (and shrink) during the summer and to absorb water (and swell) during the winter and spring. As the soil under a house shrinks and swells with the seasons, the house will move up and down. As long as the movement is not great enough to damage the house, most people do not consider the movement to be a problem. If the up and down movement of a house always returns the house to its original level position, then damage to the house may appear and disappear on a regular basis as the seasons change. If a homeowner wishes to stop seasonal damage, the first course of action should be to follow a controlled watering program. By keeping the moisture content of the soil under the house constant, foundation movement can often be stopped. STRUCTURED FOUNDATION REPAIRS has written this handout to assist the homeowner in performing a simple preventative maintenance program.

The goal of a watering program is to maintain a constant level of moisture in the soil under the house. The best way to water is to place a soaker hose from one to two feet from the edge of the foundation. Placing the hose a short distance from the foundation allows the water to soak into the soil evenly. The hose should not be placed against the foundation. When soil has dried and cracked, water can travel along the cracks for several feet in all directions. If the soil around your foundation is dried and cracked, then water placed next to the foundation will run through the crack and accumulate at the bottom of the grade beam (the thick portion of the foundation that is under the exterior walls). In some cases, an accumulation of water in the soil, at the base of a foundation can cause the soil to lose some of its load-bearing capacity. If the soil loses enough load-bearing capacity, the house will sink into the ground.

Obviously, it is necessary to water more during hot, dry weather and less during cold, damp weather. The amount of water required to keep a foundation stable during the summer can be surprisingly large. A single large tree can remove as much as 150 gallons of water, or almost 20 cubic feet of water, from the soil each day. Shrubs and other plants can also remove large quantities of water. During persistent hot, dry weather, it may be necessary to water a foundation daily. Watering should supply enough water to keep the moisture content in the soil under the foundation constant. If the amount of water applied is only enough to keep the surface damp, the watering program will not work. Obviously, the homeowner is the only one who can weigh the benefits of controlling foundation movement versus the increased size of the water bill.

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THE GOOD CONTRACTORS LIST



Really Good Contractors
. . . Really Guaranteed!

We Made The Good Contractors List!

We are proud to be a hand-selected member of The Good Contractors List!

What does that mean to you?

If we do not get the job done right, The Good Contractors List backs us with their own guarantee of satisfaction!*

You are not alone!

When you use a contractor that is a member of The Good Contractors List, you are no longer alone and have the opportunity to let them know how their contractors are doing! They will remove contractors that do not do business with the utmost integrity and quality, so your voice really does count. If we don't meet your expectations, then YOU have an advocate that truly cares.

What do you have to do?

Simply go to www.thegoodcontractorslist.com and register for FREE! You do not have to register to have access to their list of contractors, but to be covered by the guarantee they need to have proof that you found your contractor on The Good Contractors List before the work began.

Go there NOW and your work with us will be backed beyond our own guarantee of 100% Satisfaction!

*Up to $10,000 – See Terms & Conditions at **www.thegoodcontractorslist.com**

GOOD™ TheGoodContractorsList.com

When you see a "Good" logo on vehicles and company web-sites, you can rest assured that they are safe to hire!

BBB ACCREDITED BUSINESS

NARI MEMBER

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STRUCTURED SOLAR & ROOFING SYSTEMS

A Structured Foundation Repairs Company

STRUCTURED FOUNDATION REPAIRS
Building on a Foundation of Trust since 2003.

Serving the Greater North Texas Area for over 20 years



WHY STRUCTURED?

- ✓ 25 Year Transferable Warranty
- ✓ Residential and Commercial
- ✓ All workers covered by Worker's Compensation
- ✓ Over 33,000 Completed Projects
- ✓ Fully Insured
- ✓ Free Roof Inspections
- ✓ 4.9 Stars on Birdeye (over 2800 reviews)
- ✓ Multiple Third Party Financing options (WAC)
- ✓ 4.8 Stars on Google (over 1500 reviews)
- ✓ 100% Employee Owned Company

For More Information:
www.srs-dfw.com

WHY SOLAR?

Insulates you from utility rate increases

Helps reduce greenhouse emissions

Increases your home's value

30% Tax Credit in Solar makes it affordable for everyone

Call us for your free solar quote

(469) 225-3001

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STRUCTURED ROOFING SYSTEMS

A Structured Foundation Repairs Company

100% Employee Owned

STRUCTURED FOUNDATION REPAIRS
Building on a Foundation of Trust since 2003



Structured Foundation Repairs Companies have:

- ✓ Lifetime Workmanship Warranty
- ✓ All workers covered by Worker's Compensation
- ✓ Fully Insured
- ✓ 4.9 Stars on Birdeye (over 2600 reviews)
- ✓ 4.8 Stars on Google (over 1300 reviews)
- ✓ Local Companies serving the Greater DFW Area since 2003
- ✓ Over 31,000 Homes Repaired
- ✓ Free Roof Inspections
- ✓ Free Insurance Claims Assistance
- ✓ Third Party Financing (WAC)
- ✓ 100% Employee Owned Company

Connect With Us:

For More Information:
www.srs-dfw.com

Missing Shingles?

Roof Leaking?

Recent Storm?

Then call us for your free roof inspection

(469) 225-3001

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STRUCTURED
FOUNDATION REPAIRS
Building on a Foundation of Trust since 2003

ALL ABOUT POLYFILL INJECTION





Benefits of Polyfill Injection?

- ✓ Less expensive than pouring new concrete
- ✓ Works on any type of concrete
- ✓ Minimally invasive
- ✓ Repaired area is typically available to use in hours

Where to use Polyfill Injection?

- ✓ Driveways, Sidewalks, Patios, and Pool Decks
- ✓ Interior slab foundation lifting
- ✓ Parking lots
- ✓ Industrial tilt wall

Why use Structured for Polyfill?

- ✓ Over 33,000 Homes Repaired
- ✓ Industry best warranty
- ✓ 4.9 Stars on Birdeye (over 3400 reviews)
- ✓ Third Party Financing (WAC)
- ✓ 4.8 Stars on Google (over 1400 reviews)
- ✓ 100% Employee Owned Company

For More Information:

SFR

What is the Polyfill process?



We drill several small holes through the slab to allow multiple points of contact for the foam to spread and support the slab.



A special machine sends the polyfill foam directly underneath lifting the slab into alignment as closely as possible.



The holes are then patched and the repaired area is typically ready for use within a few hours!

Call us for your free evaluation!

(972) 484-1200

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5L PLUMBING
M-44466
Keaton Long
940-389-6596

NEW CONSTRUCTION - REMODELS - SERVICE

5L PLUMBING LLC

Keaton Long M-44466

19001 North County Line Rd.
Ponder, TEXAS 76259
940-389-6596
5lplumbingcompany@gmail.com

DATE:	September 25, 2025
BUILDER/HOMEOWNER:	STAG Commercial LLC
PROPERTY ADDRESS:	325 W. McKinney, Denton TX

Total Bid Amount: $90,975.00

3% transaction fee for credit/debit card payments

Bid for underground sewer line replacement in 2 sections

Lower section:

- Up to 125' main line tunnel
- 3 access points
- 2 – 25' access point tunnels
- Replace plumbing for 12 fixtures

Upper Section:

- Up to 45' main line tunnel
- 1 access point
- Replace plumbing for 5 fixtures

*Job will be permitted and inspected

All Material Is Guaranteed To Be As Specified And In Accordance With The Drawings/Blueprints Submitted. Any Deviation From The Original Drawings/Blueprints Involving Extra Time Or Material Will Become An Additional Charge.

Owner/Builder Is To Carry Fire, Tornado, Theft And Other Necessary Insurance Coverage. 5L Plumbing Will Provide Proof Of Workers Compensation And General Liability Insurance Coverage.

5L Plumbing Warranties All Plumbing Fixtures, Pipes And Workmanship For One Year From The Issued Date of the Final Draw. This Contract Is Binding Between 5L Plumbing And Builder Only and will be VALID FOR 30 DAYS FROM DATE OF ISSUE.

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0



5L PLUMBING LLC
Keaton Long M-44466
19001 North County Line Rd.
Ponder, TEXAS 76259
940-389-6596
5lplumbingcompany@gmail.com

I Acknowledge That I Have Read And Agree To The Above Terms And Conditions

Signature Required _____Date_____

Texas State Board Of Plumbing Examiners
Po Box 4200 Austin, Tx 78765-4200
(512) 936-5200
ISSUED ON: 7/25/2025 9:32 AM

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

5L PLUMBING
M-44466
Keaton Long
940-389-6596
NEW CONSTRUCTION - REMODELS - SERVICE

5L PLUMBING LLC
Keaton Long M-44466
19001 North County Line Rd.
Ponder, TEXAS 76259
940-389-6596
5lplumbingcompany@gmail.com

DATE:	September 25, 2025
BUILDER/HOMEOWNER:	STAG Commercial LLC
PROPERTY ADDRESS:	300 Carroll, Denton, TX

Total Bid Amount: $56,650.00

3% transaction fee for credit/debit card payments

Bid for underground sewer line replacement

Includes:

- Up to 100' main line tunnel
- 3 access points w/ 20' legs to main line
- Replace plumbing for 8 fixtures

*Job will be permitted and inspected

---

*If a full re-pipe is not completed, isolation testing will be required to locate leaking areas
*New bid would be figured based on the isolation test results

---

All Material Is Guaranteed To Be As Specified And In Accordance With The Drawings/Blueprints Submitted. Any Deviation From The Original Drawings/Blueprints Involving Extra Time Or Material Will Become An Additional Charge.

Owner/Builder Is To Carry Fire, Tornado, Theft And Other Necessary Insurance Coverage. 5L Plumbing Will Provide Proof Of Workers Compensation And General Liability Insurance Coverage.

5L Plumbing Warranties All Plumbing Fixtures, Pipes And Workmanship For One Year From The Issued Date of the Final Draw. This Contract Is Binding Between 5L Plumbing And Builder Only and will be VALID FOR 30 DAYS FROM DATE OF ISSUE.

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5L PLUMBING LLC
Keaton Long M-44466
19001 North County Line Rd.
Ponder, TEXAS 76259
940-389-6596
5lplumbingcompany@gmail.com

I Acknowledge That I Have Read And Agree To The Above Terms And Conditions

Signature Required _____Date_____

Texas State Board Of Plumbing Examiners
Po Box 4200 Austin, Tx 78765-4200
(512) 936-5200
ISSUED ON: 7/25/2025 9:32 AM

Docusign Envelope ID: 61C967B4-4488-4484-ABBA-2148598A90A0

Structured Foundation Repairs, LLC
www.structuredfoundation.com
info@structuredfoundation.com
Office:(972)484-1200 FAX:(972)484-1215
13301 Trinity Blvd #133
Euless, TX, 76040
Building a foundation of trust since 2003

Date July 29, 2025

Site Address 325 W McKinney, Denton, TX 76201

Client Details

Structural Analyst
Greg Cole
[redacted]

Products & Services

Description	Quantity
Slab Initial Engineering The initial engineering is completed by a Third Party Professional who will contact you directly to schedule prior to install.	
Foundation Type Charge: Slab	3
Slab Final Engineering The final engineering is completed by a Third Party Professional who will contact you directly to schedule after installation.	
Foundation Type Charge: Slab	3
GPR Slab Scanning Ground penetrating radar (GPR) will be used by the initial engineer to determine interior grade beam locations. Results of beam locates may be limited due to the original construction of the slab.	
Third Party Engineer: GPR interior slab scan	1
Pre Plumbing Test The plumbing test is completed by a Third Party Professional who will contact you directly to schedule before completion of foundation repairs. Cleanouts are necessary to complete the test.	
Third Party Licensed Plumber: Hydrostatic Test	1
Post Plumbing Test The plumbing test is completed by a Third Party Professional who will contact you directly to schedule after completion of foundation repairs. Cleanouts are necessary to complete the test.	
Third Party Licensed Plumber: Hydrostatic Test	3
Poly Setup Interior	
Poly Setup: Interior	1
Dirt Haul & Disposal Extra dirt not required for backfilling will be hauled off by the crew and disposed of.	
SFR Crew: Dirt haul off 40+	1

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Poly Foam Interior Foam injection is included up to the amounts listed below. Additional material will be charged at $13.00 per pound with OWNERS permission.		
SFR Crew Poly Inject: Interior Slab		547 Lbs
Concrete Pressed Piling Concrete Piling pressed to refusal with lifetime transferable warranty.		
SFR Crew Install: Pressed Piling		30
Concrete Pressed Piling w/breakout Exterior Concrete Piling installed through obstruction pressed to refusal with lifetime transferable warranty.		
SFR Crew Install: Concrete BO		14
Denton Permit		1
	Subtotal	$36,650.00
	Total	**$36,650.00**

Additional Job Notes:

Exterior piers with polyurethane foam up to 360lbs in the highlighted area for lift and void fill. Current plumbing leak present

Additional Information

Payment

Deposit	**$20,000.00**
Balance	**$16,650.00**

Payment Terms:

Payment for services to be paid:

- $16,650.00 Due Upon Completion of Lift*

This price does not include any cosmetic repairs, painting, caulking, mortar repair, door adjustments or framing adjustments unless specified above. All work is to be done as specified above or as determined by the engineer and is to be done in a workmanlike manner.

We use third-party, independent Engineers and Plumbers. If an initial engineering report is included in the specification above, the work will be done per the engineer's recommendation.
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the contract. NOTE: This contract may be withdrawn by Structured Foundation Repairs, LLC if not accepted within 14 days.
* Completion of Lift is defined as when the installation of the piers and/or drainage correction is completed.
Void Filling and/ or Final Engineering and/or Final Plumbing will be done as quickly as circumstances allow.

THE PRICES, SPECIFICATIONS AND CONDITIONS LISTED ABOVE AND ON THE REVERSE SIDE ARE SATISFACTORY AND ARE HEREBY ACCEPTED.IF THERE ARE ANY INCONSISTENCIES BETWEEN THIS AGREEMENT AND ANY VERBAL COMMUNICATION, THIS AGREEMENT WILL PREVAIL. BY SIGNING THIS AGREEMENT, I STATE THAT I AM THE LEGAL OWNER OF THE PROPERTY BEING REPAIRED AS OF THE

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DATE OF THIS CONTRACT ANDStructured Foundation Repairs, LLC. IS AUTHORIZED TO DO THE WORK SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

Date: _____ **Signature:** _____

Date: _____ **Signature:** _____

*****BY SIGNING I AGREE TO COMPANY'S GENERAL CONDITIONS, CANCELLATION POLICY AND WARRANTY ON SUBSEQUENT PAGES**

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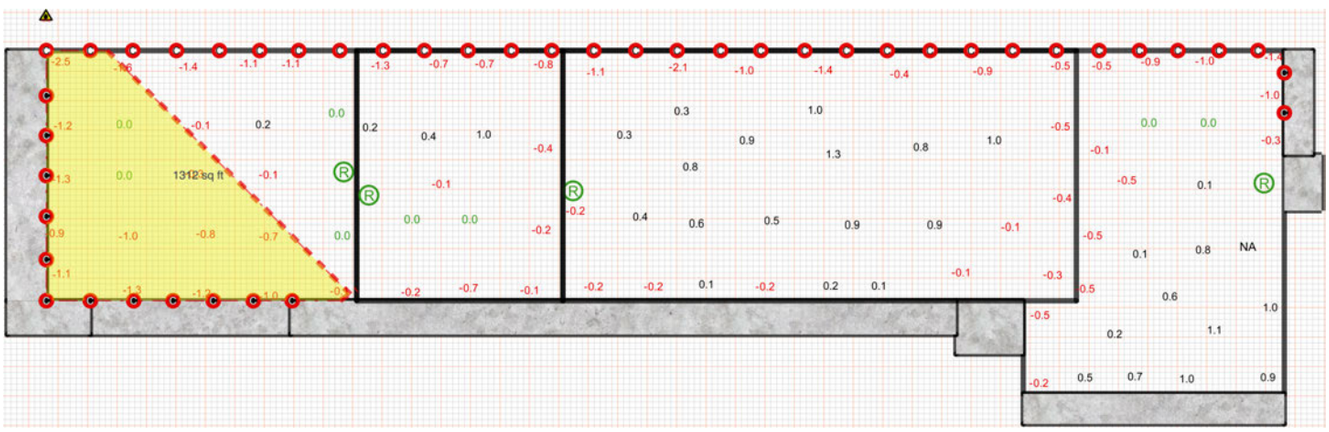
Structured Foundation Repairs, LLC
www.structuredfoundation.com
info@structuredfoundation.com
Office:(972)484-1200 FAX:(972)484-1215
13301 Trinity Blvd #133
Euless, TX 76040

Site address:
325 W McKinney
Denton, TX 76201

Structure Info:

Siding	Stucco
Stories	1
Foundation Type	Slab
Zero Lot	
Multi Unit Structure	

Structure & Repair Detail - Project site evaluated on 07/29/25



Poly Foam Interior	547 Lbs	Concrete Pressed Piling	30
Concrete Pressed Piling w/breakout	14		

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Site address:
325 W McKinney
Denton, TX 76201

Structure Info:

Siding	Stucco
Stories	1
Foundation Type	Slab
Zero Lot	
Multi Unit Structure	

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible. The house will be lifted until, in the sole opinion of **Structured Foundation Repairs, LLC., herein after referred to as COMPANY**, further raising will produce or create unacceptable damage to the foundation or structure.
2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure can and may cause or create new damage by movement or lack of movement.
3. **The act of lifting a foundation with pier and/or polyurethane has inherent risks and often causes damage, cosmetic and otherwise. Therefore, the COMPANY has no obligation to repair or replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing*, electrical wiring, other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood or other decks, spas, or personal property without regard to when or where said damage occurs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work is to start. We will transplant shrubbery at the point of installation, but we cannot guarantee that it survives.**
4. If spread footings, builders and/or drilled piers are discovered after work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee of $200.00 will be due for each spread footing, builder, or drilled pier that must be removed or cut off from the foundation.
5. If after work has begun, it is discovered that the foundation (or what has been underpinned) has been constructed of substandard materials and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work, and/or the warranty may be voided. Substandard construction is usually not discovered until after the work has begun and possibly not until a lift is attempted.
6. Owner shall supply **COMPANY** with water and electricity at owner's expense. **COMPANY** must have access to the breaker box at all times and must enter the interior of the dwelling at the time it is lifted.

***Note: COMPANY** recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in the repair specifications listed on the agreement. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner. Cast Iron sewage systems are more susceptible to damage as they tend to deteriorate over time. To properly test a sewage line, it is necessary to have a working double sewage cleanout. If a suitable cleanout is not found by the plumber after a reasonable search, the test will be deemed complete with regards to this contract. If the owner wants to have the actual test completed, a cleanout will need to be installed at the owner's expense. (An actual test must be performed if void fill is included on the repair specification.) If a sewage leak is detected, it is the Owner's responsibility to have it repaired within a reasonable period of time. If the Owner is unwilling or unable to do the repairs, the **COMPANY** may refund any money previously collected for void fill and may also void the warranty.

LIFETIME WARRANTY-Concrete Pressed Pilings or Steel Pilings only unless specified otherwise.
It is the intention of the **COMPANY** to permanently stabilize that portion of the foundation covered by this contract (the area where the pilings are installed), within one (1) part in two hundred and forty (240) parts of the life of the structure that it supports (1/4" in a 5-foot span). If any piling(s) installed under this agreement settle more than a 1/4" over a 5-foot span, **COMPANY** will adjust all affected pilings at no charge to the OWNER (does not include any costs for cosmetic repairs or tunneling to access pilings). This warranty applies to only the work performed by **COMPANY** described as **LIFETIME WARRANTY WORK** under the terms, provisions, and conditions of this contract. This warranty does not cover upheavals. **Pier and Beam** understructure shimming, pads and blocks, and wood replacement has a 1 year warranty unless specified otherwise. In order to reduce frivolous warranty inspections, all agreements signed February 1, 2015 or thereafter will be charged a $75 service charge for warranty inspections. **COMPANY** reserves the right to waive the charge.

POLYURETHANE LIMITED WARRANTY
Interior slabs – Polyurethane lifting of the interior of slabs comes with a 6-year warranty on re-settlement for areas lifted within a ¼ inch over 5 feet. If an area of the interior of a slab settles more than a ¼ inch over 5 feet, **COMPANY** will re-pump those areas under the following guidelines. For the first 2 years, **COMPANY** will re-pump at no charge. Year 3 will be re-pumped at the rate of $200/injection point; Year 4 will be re-pumped at the rate of $300/injection point; Year 5 will be re-pumped at the rate of $400/injection point; and Year 6 will be re-pumped at the rate of $500/injection point. A re-pump constitutes using the same holes as the original process.
Flatwork - COMPANY will re-pump once, in a two-year period, if any areas previously lifted with Polyurethane foam and has settled more than ½", at no cost to the customer. A re-pump constitutes using the same holes as the original process. **This warranty is void if the OWNER does not BACKFILL** along the sides the flatwork or if the re-settling occurs as a result of flooding or undermining from gutter downspouts and/or erosion of the supporting soil.

THIS WARRANTY SHALL BE NULL AND VOID IF:
1. Full payment is not made within 30 days of the specified due date.
2. An additional story is added to the structure or changes of a similar scope are made, without prior written approval of **COMPANY**, when such changes would affect loads on the foundation.
3. The structure is sited on a fault or is affected by an earthquake.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth.
5. The foundation is undermined (i.e. soil slumping, eroding, plumbing leaks, creek beds, excavations, ground water, improper drainage, etc.)
6. Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
7. **COMPANY** pilings are adjusted and/or modified by another contractor/individual without prior written notice.
8. Within 180 days of completion of lift, Void Filling (if included in the agreement), is not completed due to the actions or inactions of customer.
9. Structure is not reasonably maintained (i.e. improper or insufficient watering, etc.)
10. Slab (or flatwork) underpinned is discovered to be built substandard (i.e. insufficient thickness, no rebar or post tension cables, improperly mixed concrete, etc.)

TRANSFER OF WARRANTY
In the event a change of ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than sixty (60) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer, upon receipt of payment of the transfer fee current at the time of transfer. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN SIXTY (60) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID. To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check for $100 (or current transfer fee) to 13301 Trinity Blvd., #133, Euless, TX 76040. There is no charge for the first transference.

ARBITRATION OF DISPUTES
With the exception of debt collection, the Owner and **COMPANY** agree that any dispute, or lawsuit related in any way to this agreement or the work related thereto, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA with the stipulation that in the event of arbitration, the arbitrator shall require the losing party to pay the winning party's costs, including reasonable attorney's fees, and the arbitrator shall be an engineer or builder with experience in building, designing or analyzing residential foundations. Owner and **COMPANY** agree that, in any arbitration proceeding, **COMPANY** liability shall be limited to the amount paid to the **COMPANY** by the Owner under this contract.

DEBT COLLECTION (INTEREST, PENALTIES & LATE FEES)
The **COMPANY** can and will utilize all remedies allowed by law when it comes to the collection of unpaid balances. The Owner agrees to pay all interest (18% APR on unpaid balances), penalties and late fees as allowed by law if payment is not made in accordance with the terms stated and agreed to on the front of this Agreement. All costs associated with the collection of this debt, court costs, attorneys fees and county filing fees, will be the responsibility of the Owner.

CANCELLATION/RESCHEDULE POLICY
A customer may cancel/reschedule an agreement with **COMPANY** at any time by providing a written request by email to info@structuredfoundation.com. Any job cancelled or rescheduled within 3 business days prior to the scheduled commencement will incur a $250.00 change fee. Any job cancelled or rescheduled after the crew has been dispatched will incur a $500.00 fee. The homeowner will be responsible for any charges incurred prior to cancellation.

TERMINATION
The **COMPANY** may terminate this warranty at any time by paying to the current owner an amount equal to the total payments made under the original contract or a mutually agreed on amount. No changes to this document will be valid unless approved in writing by both parties.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frost Insurance Agency, Inc. - Fort Worth
PO Box 33528
Fort Worth TX 76162

CONTACT NAME: Taire Gonzales
PHONE (A/C, No, Ext): 817-420-5700 **FAX (A/C, No):** 817-420-5750
E-MAIL ADDRESS: taire.gonzales@frostinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Co.	22945
INSURER B : Acuity, A Mutual Insurance Company	14184
INSURER C : Convex Insurance UK Limited	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRUC-1
Structured Foundation Repairs Holdings, Inc.
Structured Roofing Systems, LLC
13301 Trinity Blvd.
Euless TX 76040

COVERAGES **CERTIFICATE NUMBER:** 606601343 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PGL000007	1/28/2025	1/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ZL8972	1/28/2025	1/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			TBD	1/28/2025	1/28/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001153023	1/28/2025	1/28/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Leased Equip			ZL8972	1/28/2025	1/28/2026	Leased/Rented Equip Deductible	$250,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Includes operations for Structured Roofing Systems LLC
The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement when required by written contract; Coverage is Primary/Non-Contributory.
The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

SAMPLE - Proof of Insurance
SAMPLE - Proof of Insurance
SAMPLE - Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

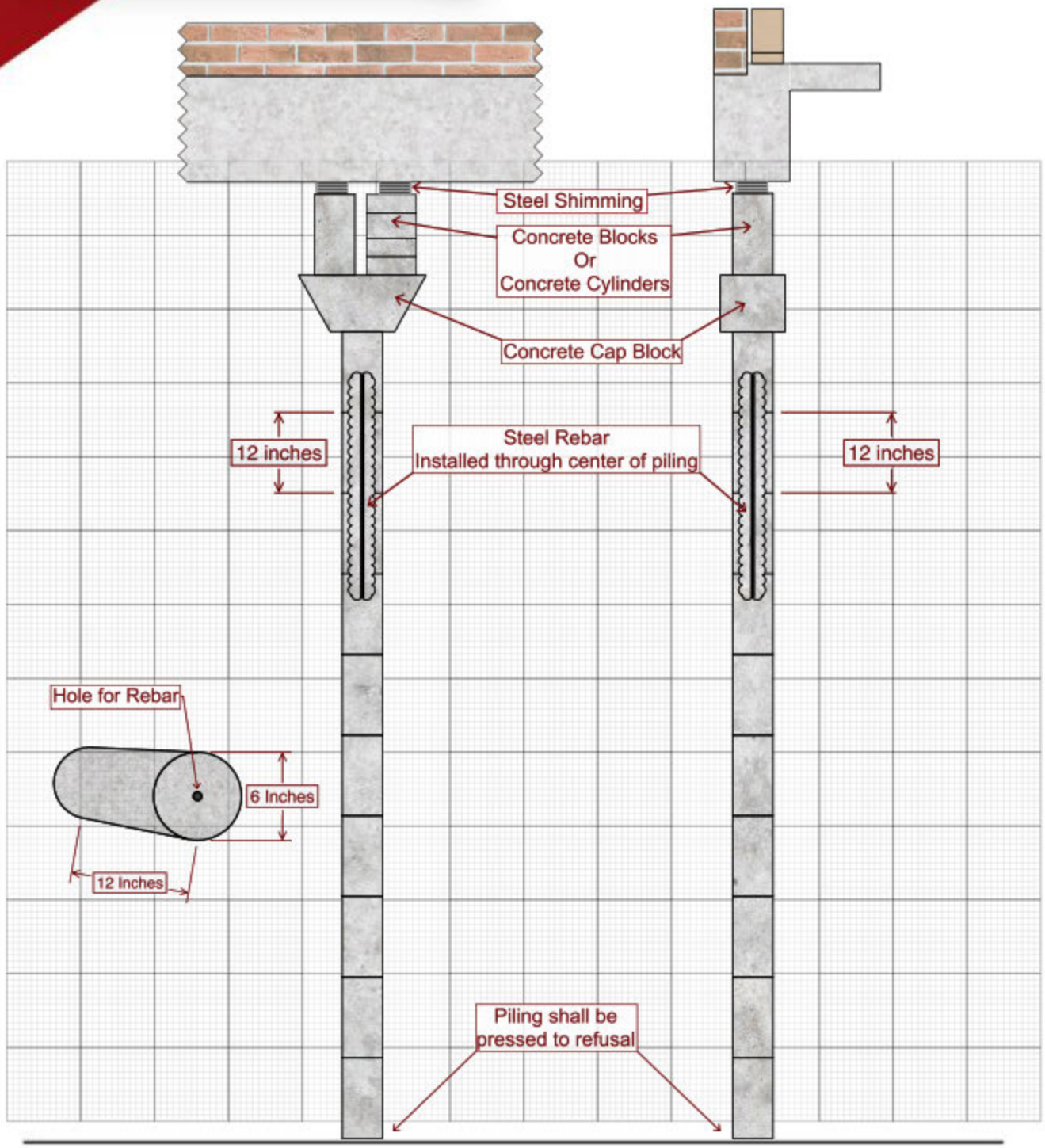
AUTHORIZED REPRESENTATIVE

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STRUCTURED
FOUNDATION REPAIRS

Concrete Pressed Piling Diagram



Structured Foundation Repairs
13301 Trinity Blvd #133, Euless, TX 76040 - (972) 484-1200
www.StructuredFoundation.com

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Controlled Watering Program

Expansive soils act like a sponge. As they absorb water they swell and as they lose water they shrink. Soils tend to dry out (and shrink) during the summer and to absorb water (and swell) during the winter and spring. As the soil under a house shrinks and swells with the seasons, the house will move up and down. As long as the movement is not great enough to damage the house, most people do not consider the movement to be a problem. If the up and down movement of a house always returns the house to its original level position, then damage to the house may appear and disappear on a regular basis as the seasons change. If a homeowner wishes to stop seasonal damage, the first course of action should be to follow a controlled watering program. By keeping the moisture content of the soil under the house constant, foundation movement can often be stopped. STRUCTURED FOUNDATION REPAIRS has written this handout to assist the homeowner in performing a simple preventative maintenance program.

The goal of a watering program is to maintain a constant level of moisture in the soil under the house. The best way to water is to place a soaker hose from one to two feet from the edge of the foundation. Placing the hose a short distance from the foundation allows the water to soak into the soil evenly. The hose should not be placed against the foundation. When soil has dried and cracked, water can travel along the cracks for several feet in all directions. If the soil around your foundation is dried and cracked, then water placed next to the foundation will run through the crack and accumulate at the bottom of the grade beam (the thick portion of the foundation that is under the exterior walls). In some cases, an accumulation of water in the soil, at the base of a foundation can cause the soil to lose some of its load-bearing capacity. If the soil loses enough load-bearing capacity, the house will sink into the ground.

Obviously, it is necessary to water more during hot, dry weather and less during cold, damp weather. The amount of water required to keep a foundation stable during the summer can be surprisingly large. A single large tree can remove as much as 150 gallons of water, or almost 20 cubic feet of water, from the soil each day. Shrubs and other plants can also remove large quantities of water. During persistent hot, dry weather, it may be necessary to water a foundation daily. Watering should supply enough water to keep the moisture content in the soil under the foundation constant. If the amount of water applied is only enough to keep the surface damp, the watering program will not work. Obviously, the homeowner is the only one who can weigh the benefits of controlling foundation movement versus the increased size of the water bill.

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We are proud to be a hand-selected member of The Good Contractors List!

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If we do not get the job done right, The Good Contractors List backs us with their own guarantee of satisfaction!*

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Simply go to www.thegoodcontractorslist.com and register for FREE! You do not have to register to have access to their list of contractors, but to be covered by the guarantee they need to have proof that you found your contractor on The Good Contractors List before the work began.

Go there NOW and your work with us will be backed beyond our own guarantee of 100% Satisfaction!

*Up to $10,000 – See Terms & Conditions at **www.thegoodcontractorslist.com**

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BBB ACCREDITED BUSINESS

NARI MEMBER

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STRUCTURED SOLAR & ROOFING SYSTEMS

A Structured Foundation Repairs Company

STRUCTURED FOUNDATION REPAIRS
Building on a Foundation of Trust since 2003.

Serving the Greater North Texas Area for over 20 years



WHY STRUCTURED?

- ✓ 25 Year Transferable Warranty
- ✓ Residential and Commercial
- ✓ All workers covered by Worker's Compensation
- ✓ Over 33,000 Completed Projects
- ✓ Fully Insured
- ✓ Free Roof Inspections
- ✓ 4.9 Stars on Birdeye (over 2800 reviews)
- ✓ Multiple Third Party Financing options (WAC)
- ✓ 4.8 Stars on Google (over 1500 reviews)
- ✓ 100% Employee Owned Company

For More Information:
www.srs-dfw.com

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Insulates you from utility rate increases

Helps reduce greenhouse emissions

Increases your home's value

30% Tax Credit in Solar makes it affordable for everyone

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STRUCTURED ROOFING SYSTEMS

A Structured Foundation Repairs Company

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Building on a Foundation of Trust since 2003



Structured Foundation Repairs Companies have:

- ✓ Lifetime Workmanship Warranty
- ✓ All workers covered by Worker's Compensation
- ✓ Fully Insured
- ✓ 4.9 Stars on Birdeye (over 2600 reviews)
- ✓ 4.8 Stars on Google (over 1300 reviews)
- ✓ Local Companies serving the Greater DFW Area since 2003
- ✓ Over 31,000 Homes Repaired
- ✓ Free Roof Inspections
- ✓ Free Insurance Claims Assistance
- ✓ Third Party Financing (WAC)
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Missing Shingles?

Roof Leaking?

Recent Storm?

Then call us for your free roof inspection

(469) 225-3001

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STRUCTURED
FOUNDATION REPAIRS
Building on a Foundation of Trust since 2003

ALL ABOUT POLYFILL INJECTION





Benefits of Polyfill Injection?

- ✓ Less expensive than pouring new concrete
- ✓ Works on any type of concrete
- ✓ Minimally invasive
- ✓ Repaired area is typically available to use in hours

Where to use Polyfill Injection?

- ✓ Driveways, Sidewalks, Patios, and Pool Decks
- ✓ Interior slab foundation lifting
- ✓ Parking lots
- ✓ Industrial tilt wall

Why use Structured for Polyfill?

- ✓ Over 33,000 Homes Repaired
- ✓ Industry best warranty
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- ✓ 100% Employee Owned Company

For More Information:

What is the Polyfill process?



We drill several small holes through the slab to allow multiple points of contact for the foam to spread and support the slab.



A special machine sends the polyfill foam directly underneath lifting the slab into alignment as closely as possible.



The holes are then patched and the repaired area is typically ready for use within a few hours!

Call us for your free evaluation!

(972) 484-1200

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ESTIMATE

Irwin Construction Group, LLC
525 Carroll Blvd
Denton, TX 76201
[redacted]
www.Irwinconstructiongroup.com

Bill to
Stag Commercial
1720 Westminster St, Denton, TX 76205

Estimate details
Estimate no.: 1008

#	Description	Qty	Rate	Amount
1.	Trees branches Cut off all trees branches that are on the way do the painting. Clean haul trash. All materials and labor included.			$650.00
2.	Handrails, Wood steps painting Power wash, sand, cover everything around the painting areas. Apply oil base paint on handrails. Clean haul trash. All materials and labor included.			$2,300.00
3.	Exterior painting Power wash all the two building we saw, this power wash will be to remove all dirt mold etc. All surfaces that are going to be paint. Cover as needed to prevent any over spray paint, apply kils oil base primer, caulk all cracks, holes, joints, windows, doors, etc. Paint all walls with two coats using White. All trims and gutter with black. Make sure everything is well painted, remove covers, do any touch up. Clean and haul all trash. All materials and labor included. We will use Kils oil base primer and Super Paint by Sherwin Williams.			$14,525.00
4.	Estimated Contractor Fee: Cost-Plus 15%			$2,621.00

Total **$20,096.00**

Note to customer

Thank you for the opportunity to look at this job with you! I hope we can help see it through!

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Accepted date	Accepted by

McKarroll Partners, LLC

325 W. McKinney St.

Kristen Pulido
Main Street Program Manager
Office of Economic Development

ID26-0675; May 5, 2026

ALIGNMENT WITH CITY PLANS

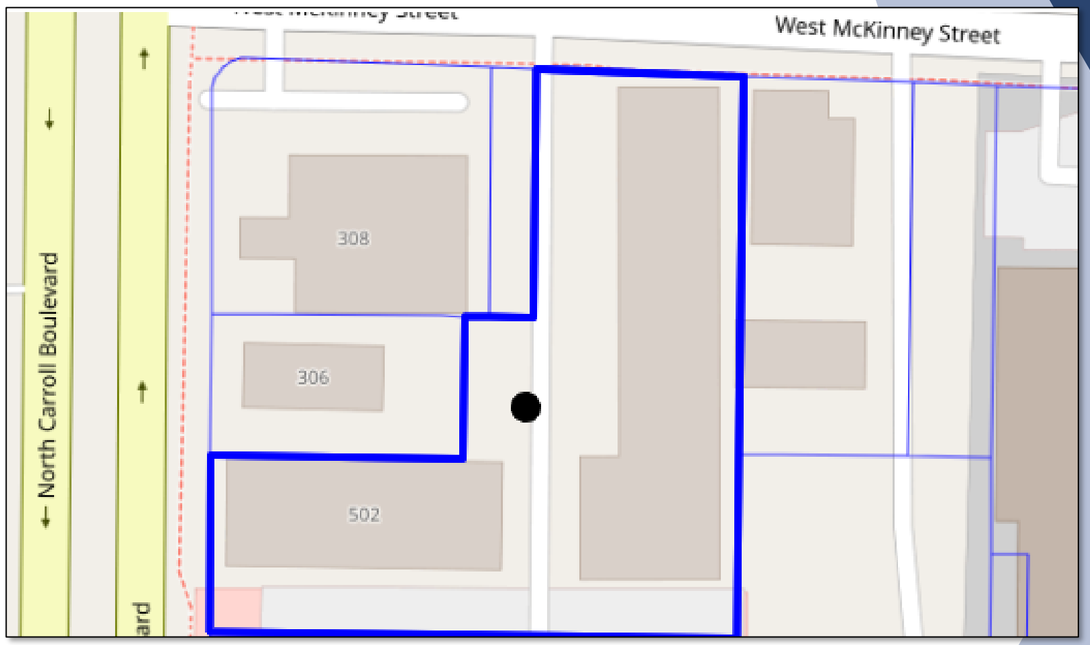
- **City's Strategic Plan**
  - Key Focus Area 3: Foster Economic Opportunity and Affordability
    - Grow Denton's Economic Vitality
  - Key Focus Area 4: Strengthen Community and Quality of Life
    - Preserve Community Character and Identity
    - Strengthen Community Amenities

- **Economic Development Strategic Plan**
  - 2D.2 Downtown Development

- **Design Downtown Plan**
  - Community Priority: Retail and Commercial Development

BACKGROUND

- 2025 – McKarroll Partners, LLC purchase 325 W. McKinney
  - Goal: Bringing the building up to code and upgrading outdated utilities.
  - Will continue to house several Downtown Small Businesses such as…
    - Pros PM - A family-owned property management group that manages nearly $100M in assets across DFW.
    - Veritas Labs – A materials testing and consulting lab.
    - The Artist Grove – A tattoo studio, art gallery, creative community hub and LGBTQ+ owned.
    - Ancile Inc. – A technology consulting and talent solutions company headquartered in Denton.
  - 4,000 sq.ft of lease space is still available

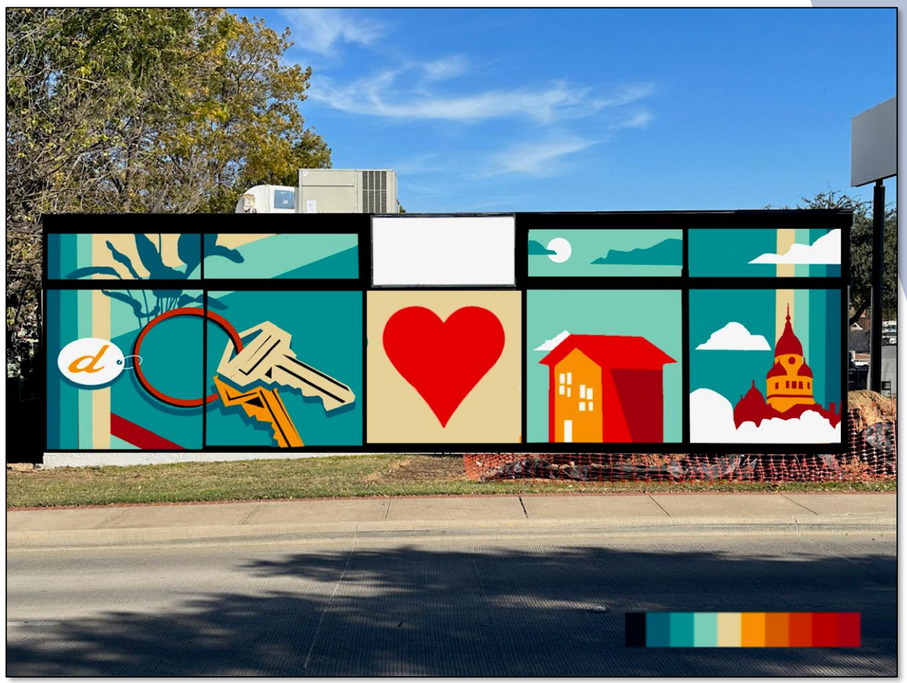


PROJECT

- Façade update with Denton centric mural
- Upgrading utilities

FAÇADE/ BUILDING REHABILITATION

- Building Painting
- Mural
- Roof Repair
- **Projected Cost: $148,557**



UTILITY UPGRADES

- Plumbing
- **Projected Cost: $100,050**

ELIGIBLE EXPENSES

Projected Project Cost: $248,607
Total Capital Investment: $542,247

325 W. McKinney - Grant Application		
Project Category	**Estimated Cost**	**Grant Limit**
Façade/Building Rehabilitation	$148,557	50% up to $50,000
Utility Upgrades	$100,050	50% up to $50,000
Total Project Cost	**$248,607**	**$124,303.50**
Total Grant Request:	***$50,000***	

*After review of the grant application, staff recommends to not include the Interior/Code Improvements as flooring, framing and drywall do not fit any category unless they are necessary for ADA or code compliance.

PRIOR ACTION

On February 19, the Downtown Economic Development Committee (DEDC) reviewed and scored the grant application. The application received an average score of 31.1 points, making it eligible for a recommendation of up to $50,000. These scores support the recommendation to approve the application requested. The Downtown Economic Development Committee recommends approval of up to $50,000 (10-0).

On March 25, 2026, the Tax Increment Reinvestment Zone Number One Board reviewed the application and voted to recommend City Council approve the Downtown Reinvestment Grant Program application in the amount not to exceed $50,000 as recommended by the DEDC for McKarroll Partners, LLC located at 325 W. McKinney Street.

Thank You

McKarroll Partners, LLC

Texas Secretary of State
Jane Nelson

UCC | Business Organizations | Trademarks | Account | Help/Fees | Briefcase | Logout

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 806163684
Original Date of Filing: August 11, 2025
Formation Date: N/A
Tax ID: 32101556762
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

Name: McKarroll Partners LLC
Address: 1720 WESTMINSTER ST
DENTON, TX 76205-7831 USA

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

Name	Address	Inactive Date
John Withers	9501 David Fort Rd. Argyle, TX 76226 USA	

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, Interim City Manager

DATE: May 5, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, appointing an Interim Municipal Judge to serve as the Presiding Judge of the Municipal Court of Denton for the remainder of the current term ending on September 30, 2026; approving an agreement in substantial form setting the compensation and terms for the Interim Presiding Judge with an effective date of May 18, 2026 and ending date of September 30, 2026; authorizing the Mayor to execute said agreement; authorizing the expenditure of funds; and providing an effective date.

BACKGROUND

In April 2026 City Council received notice of resignation from Municipal Judge Tyler Atkinson, effective May 17, 2026. Staff is bringing forward for Council consideration the interim appointment of Cynthia Burkett, who is currently an assistant judge with the City, to be appointed for the remainder of the current Municipal Court Judge term.

A Closed Session placeholder has been included on the May 5, 2026, agenda should Council have additional questions or wish to further discuss this matter.

Due to the time-sensitive nature of this transition, this item is being presented on the consent agenda for adoption, barring any additional questions or requested revisions.

OPTIONS

Approve the ordinance as proposed, do not approve the ordinance, or make modifications.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance
Exhibit 3 – Interim Municipal Judge Agreement

Respectfully submitted:
Megan Gilbreath
Director of Human Resources

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, APPOINTING AN INTERIM MUNICIPAL JUDGE TO SERVE AS THE PRESIDING JUDGE OF THE MUNICIPAL COURT OF DENTON FOR THE REMAINDER OF THE CURRENT TERM ENDING ON SEPTEMBER 30, 2026; APPROVING AN AGREEMENT IN SUBSTANTIAL FORM SETTING THE COMPENSATION AND TERMS FOR THE INTERIM PRESIDING JUDGE WITH AN EFFECTIVE DATE OF MAY 18, 2026 AND ENDING DATE OF SEPTEMBER 30, 2026; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Municipal Presiding Judge Tyler Atkinson's last day of employment with the City of Denton is May 17, 2026; and

WHEREAS, the City Council desires to appoint an interim Municipal Court Judge to serve as the Presiding Judge to take effect on May 18, 2026 at 12:01 a.m. with said interim term to end on September 30, 2026; and

WHEREAS, Cynthia Burkett, currently serves the City of Denton as an Assistant Judge at the City of Denton Municipal Court and requests consideration for appointment as the Interim Municipal Court Judge; and

WHEREAS, the City Council finds that this Ordinance is in the public interest; NOW, THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

Section 1. The recitals and findings contained in the preamble of this Ordinance are incorporated into the body of this Ordinance.

Section 2. Cynthia Burkett is hereby appointed Interim Municipal Judge of the City of Denton effective at 12:01 a.m. on May 18, 2026, and she will serve at the pleasure of the City Council for the remainder of the current term ending on September 30, 2026. During Cynthia Burkett’s service as Interim Municipal Court Judge, she shall serve as an independent contractor and receive compensation based on an annualized salary of One Hundred and Seventy Thousand Dollars and no/100 ($170,000.00) (which equates to approximately Three Thousand Two Hundred and Sixty Nine Dollars and 00/100 ($3269) per week), effective on the above-referenced date.

Section 3. This Ordinance upon its passage shall effectively terminate Cynthia Burkett's current employment contract with the City of Denton as an Assistant Judge.

Section 4. The Mayor is hereby authorized to execute on behalf of the City of Denton the Municipal Court Interim Presiding Judge Compensation Agreement in substantially the form attached hereto as Exhibit A.

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 _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____ Susan Keller Digitally signed by Susan Keller Date: 2026.04.29 11:23:10 -05'00'

STATE OF TEXAS §
COUNTY OF DENTON §

MUNICIPAL COURT INTERIM PRESIDING JUDGE COMPENSATION AGREEMENT

Table of Contents

SECTION 1. TERM OF APPOINTMENT AND OF AGREEMENT. 2
SECTION 2. DUTIES. 2
SECTION 3. COMPENSATION. 3
SECTION 4. INDEPENDENT CONTRACTOR. 3
SECTION 5. PROFESSIONAL DEVELOPMENT. 3
SECTION 6. INTENTIONALLY OMITTED. 3
SECTION 7. SEPARATION PRIOR TO END OF CURRENT TERM. 3
SECTION 8. INTENTIONALLY OMITTED. 4
SECTION 9. HOURS OF WORK. 4
SECTION 10. INTENTIONALLY OMITTED. 5
SECTION 11. OUTSIDE ACTIVITIES. 5
SECTION 12. BONDING. 5
SECTION 13. OTHER TERMS AND CONDITIONS. 5
SECTION 14. GENERAL PROVISIONS. 5
SECTION 15. PERFORMANCE EVALUATION 6

This Compensation Agreement ("Agreement"), is made and entered into this 5th day of May, 2026 by and between the City of Denton, Texas, a Texas municipal corporation, hereinafter called "City," and Cynthia Burkett, Denton Municipal Court Interim Presiding Judge, (hereinafter called ("Appointee" or "Interim Presiding Judge") and each agree as follows:

WHEREAS, on September 17, 2024, the City Council reappointed Tyler Atkinson as the Presiding Municipal Court Judge of the City of Denton Municipal Court of Record by Ordinance No. 24-1775; and

WHEREAS, Judge Tyler Atkinson was appointed to a two-year term ending on September 30, 2026; and

WHEREAS, Judge Tyler Atkinson resigned his position effective May 17, 2026; and

WHEREAS, Tex. Govt Code § 30.00008 states the governing body shall provide for the appointment of a qualified person to fill a vacancy that occurs in the office of municipal judge of a court of record for the remainder of the unexpired term; and

WHEREAS, the Honorable Cynthia Burkett has served as an Assistant Judge to the Denton Municipal Court since 2019 and has also previously fulfilled the duties of the Presiding Judge of the Denton Municipal Court on an interim basis; and

WHEREAS, the City Council approved the appointment of the Honorable Cynthia Burkett as Interim Presiding Judge of the Municipal Court on May 5, 2026, said appointment to be effective May 18, 2026 for the remainder of the current term ending on September 30, 2026; and

WHEREAS, the parties acknowledge Cynthia Burkett is a member of the State Bar of Texas ("State Bar") and that the Presiding Municipal Court Judge is subject to the Code of Professional Responsibility of the State Bar and must comply with all conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required by the Texas Code of Judicial Conduct; and

WHEREAS, the parties agree the appointment ordinance appointing Cynthia Burkett as the Interim Presiding Judge from May 18, 2026, through September 30, 2026, was approved in accordance with all applicable Texas constitutional and statutory requirements, and supersedes all previous ordinances appointing the Presiding Judge of the Denton Municipal Court.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. TERM OF APPOINTMENT AND OF AGREEMENT.

A. Interim Presiding Judge has previously been appointed for a term as an Assistant Municipal Judge with the current term ending on December 30, 2027 ("Current Contract").

B. Interim Presiding Judge on or before the date of execution of this Agreement has been appointed to serve the remainder of the current term of the Presiding Judge, said remaining term commencing on May 18, 2026, and ending September 30, 2026.

C. This Agreement shall commence on May 18, 2026, and expire at 11:59p.m. on September 30, 2026.

D. This Agreement supersedes all previous agreements between the City of Denton and the Appointee, and upon its execution shall effectively terminate Cynthia Burkett's Current Contract with the City of Denton as an Assistant Judge with no further action by the City.

E. Notwithstanding the expiration date stated in Section 1.B. above, this Agreement shall immediately and automatically terminate upon the City Council's action to remove Cynthia Burkett prior to the expiration of this Agreement due to involuntary termination or involuntary separation.

F. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of Interim Presiding Judge at any time, subject only to the provisions expressly set forth herein.

G. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Interim Presiding Judge to resign at any time from her position with the City, subject only to the provision set forth in Section 7, paragraph B, of this Agreement.

H. Interim Presiding Judge agrees not to accept or perform other work or employment, nor to become employed, engaged, contracted, or appointed by any other employer or as an independent contractor, except as provided in Section 9.C., until this Agreement is terminated by either party as provided herein.

SECTION 2. DUTIES.

City hereby engages the services of Cynthia Burkett as Interim Presiding Judge of said City to perform the functions and duties specified by and in accordance with the Code of Judicial Conduct, the Denton City Charter, the City Code, the laws of the State of Texas including Chapters 29 and 30 of the Texas Government Code, and all other applicable laws, and to perform other legally permissible and proper duties and functions as City shall from time to time assign. Such duties include court sessions, hearings as may be needed, arraignments, in-house training, office hours including duties outside of court such as queues, warrants etc., and other services of the Municipal Court Judge, including as a statutory magistrate.

SECTION 3. COMPENSATION.

A. City agrees to pay Interim Presiding Judge for her services rendered pursuant hereto an annual base salary of $170,000 payable in installments in the same manner and at the same time as employees of the City are paid.

B. Base Salary: The City agrees to pay Appointee a salary payable in installments at the same time that the employees of the City are paid. Any increase in base salary or other compensation shall adjust the base salary to the increased amount.

C. The compensation for Appointee includes both financial and non-financial components, including but not limited to items such as salary.

D. The Interim Presiding Judge, as one of several appointed magistrates for the City of Denton, is required to serve as a "Jail Magistrate" to perform magisterial duties related to persons arrested by, and in the custody of the Denton Police Department.

E. The Presiding Judge shall be responsible for providing after-hours warrant service. "After hours" is defined as all hours excluding 8:00 AM to 5:00 PM on Monday through Friday but including City-approved holidays, Saturdays, and Sundays. Travel time to and from court shall not be included as billable time.

SECTION 4. INDEPENDENT CONTRACTOR.

Interim Presiding Judge shall provide work provided for herein as an independent contractor, not as an employee of the City. Interim Presiding Judge shall not have or claim any right arising from employee status.

SECTION 5. PROFESSIONAL DEVELOPMENT.

City agrees to budget and to pay for the required State Bar of Texas dues of the Interim Presiding Judge.

SECTION 6. INTENTIONALLY OMITTED.

SECTION 7. SEPARATION PRIOR TO END OF CURRENT TERM.

A. In the event Interim Presiding Judge voluntarily resigns her position with City before expiration of the aforesaid term of her employment, then Interim Presiding Judge shall give City 30 days' notice in advance, unless the parties otherwise agree.

B. For the purpose of this Agreement, involuntary termination or involuntary separation means:

   a. The majority of the governing body votes to terminate or dismiss the Appointee at a properly posted and duly authorized meeting of the governing body.

b. If the City, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Appointee's position that substantially changes the form of government or the duties of the Appointee, the Appointee shall have the right to declare that such amendments constitute involuntary termination.

c. If the City reduces the base salary, compensation or any other financial benefit of the Appointee, unless it is applied in no greater percentage than the average reduction of City employees, such action shall constitute a breach of this Agreement and will be regarded as a termination.

d. If the Appointee resigns at the request of the City, whether formal or informal, then the Appointee may declare an involuntary termination as of the date of the request.

C. Appointee agrees that termination for good cause is permitted by law and Appointee may be removed from the office of Municipal Court Judge without any further obligation from the City. For purposes of this Agreement the term "good cause" shall:

1. Be defined as follows:

a. Conviction of a class B or above misdemeanor, felony, or a crime of moral turpitude; or

b. Knowingly falsifying records or documents related to the City's activities or Appointee's duties under this Agreement; or

c. Loss of license to practice law in the State of Texas, or

d. A public sanction for a violation of the Texas Code of Judicial Conduct.

2. Include the reasons for removal stated in the Texas Constitution Article V, Section 1-a (6) and Local Government Code 21.025.

D. For purposes of this section, a crime of moral turpitude means a criminal offense involving dishonesty or fraud such as theft; forgery, perjury; and bribery.

SECTION 8. INTENTIONALLY OMITTED.

SECTION 9. HOURS OF WORK.

A. It is recognized by both City and Interim Presiding Judge that the duties of Interim Presiding Judge require a great deal of time outside of normal office hours. It is also recognized by the parties that Interim Presiding Judge is required to devote the amount of time and energy necessary to carry out those duties with the highest amount of professionalism possible. That being the case, the parties recognize that Interim Presiding Judge may choose to take personal time off during business hours when it is appropriate

and when her duties allow. Although this personal time off is not considered vacation, neither is it to be considered as compensatory time for time spent by Interim Presiding Judge in carrying out her duties outside of normal office hours, as the parties agree that the Interim Presiding Judge must devote the amount of time necessary to fulfill those duties. The Council will consider, in correlation with any applicable Federal and state law, the Interim Presiding Judge's use of personal time off during the performance evaluation.

B. The Appointee will devote full time and effort to the performance of the Appointee's duties and shall remain in the exclusive engagement with the City during the term of this Agreement.

C. Notwithstanding provision B. of this Section 9., Interim Presiding Judge may perform Denton County magistrate duties for Denton County, serve as an Associate Judge at times and in a manner which will not in any manner interfere with the performance of, or the Appointee's availability for the performance of, the Appointee's duties hereunder.

SECTION 10. INTENTIONALLY OMITTED.

SECTION 11. OUTSIDE ACTIVITIES.

See Section 9.C.

SECTION 12. BONDING.

City shall bear the full cost of any fidelity or other bonds that may be required of the Interim Presiding Judge under any law or ordinance.

SECTION 13. OTHER TERMS AND CONDITIONS.

The City Council, and in consultation with the Interim Presiding Judge, shall fix any such other terms and conditions as it may determine from time to time, relating to the performance of Interim Presiding Judge, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, Texas State Law, and Chapters 29 and 30 of the Texas Government Code, or any other law, and are memorialized by a written amendment to this Agreement.

SECTION 14. GENERAL PROVISIONS.

A. The text herein shall constitute the entire agreement between the parties.

B. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed several, shall not be affected and shall remain in force and effect.

C. The venue of any litigation involving this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

D. All matters stated in the Preamble of this Municipal Court Interim Presiding Judge Compensation Agreement are true and correct and are hereby incorporated into the body of this Contract as though fully set forth in their entirety.

E. Effective Date.

This Agreement shall take effect on May 18, 2026.

F. Appropriations.

The City has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to the severance pay, salary and benefits set forth and described herein.

SECTION 15. PERFORMANCE EVALUATION

A. If applicable, the Council shall review and evaluate the performance of the Interim Presiding Judge at least once annually during the time set aside each year for the performance review of other Council appointees. Said review and evaluation shall be in accordance with specific criteria developed jointly by Interim Presiding Judge and City. Said criteria may be added to or deleted from as the Council and Interim Presiding Judge shall agree.

B. If applicable, the Council and Interim Presiding Judge shall define annually such goals and performance objectives which they determine necessary for the proper operation of the City of Denton Municipal Court, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives.

C. If applicable, in effecting the provision of this Section, the Council and the Interim Presiding Judge mutually agree to abide by the provisions of applicable law.

IN WITNESS WHEREOF, the Mayor as duly authorized by the City Council and on behalf of the City of Denton, has signed and executed this Agreement and the Interim Presiding Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

INTERIM PRESIDING JUDGE:	CITY OF DENTON:
_____	_____
CYNTHIA BURKETT	GERARD HUDSPETH, MAYOR

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: May 5, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton approving and authorizing the execution of City Council Contingency fund donation agreements between the City of Denton and University of North Texas (UNT) Foundation in support of the UNT African Ensemble ($800), Texas Veterans Hall of Fame ($200), Denton Freedom House ($100), Project Hope in support of Hands of Hope ($100), Siti and Jido Park Foundation in support of Life Works Community ($100), Cumberland Youth & Family Services ($200), Ranch Hands Rescue in support of Bob's House of Hope ($200), which are nonprofit organizations operating within the City of Denton and designated for donations by individual Council members; providing a severability clause; and providing an effective date. The Community Partnership Committee recommends approval (2-0).

BACKGROUND

Council Contingency Fund support provides the mayor and each council member with $1,700 to donate to eligible nonprofit organizations within the City of Denton. On November 1, 2022, Council approved Resolution 22-2272, requiring each council member's request to be reviewed by the Community Partnership Committee and provide a recommendation to Council. Organizations must meet the criteria outlined in Exhibit 3 to be eligible to receive the donation.

The following requests were made by council members to donate their Fiscal Year 2025-26 Council Contingency Funds:

Gerard Hudspeth - Mayor

UNT Foundation supporting UNT African Ensemble	$ 800
Texas Veterans Hall of Fame	200
Denton Freedom House	100
Project Hope supporting Hands of Hope	100
Siti and Jido Park Foundation supporting Life Works Community	100
Cumberland Youth & Family Services	200
Ranch Hands Rescue supporting Bob's House of Hope	200
TOTAL	$ 1,700

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On Friday, April 17, 2026, the Community Partnership Committee reviewed the requests and recommends approval of the donations.

FISCAL INFORMATION

Council Contingency funds are budgeted annually at a total of $11,900. Funding for the agreements will come from the City's Fiscal Year 2025-2026 Council Contingency funds.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Council Contingency Support Criteria

Respectfully submitted:
Matt Hamilton
Chief Financial Officer

Prepared by:
Daniel Jones
Senior Grants Analyst

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING AND AUTHORIZING THE EXECUTION OF CITY COUNCIL CONTINGENCY FUND DONATION AGREEMENTS BETWEEN THE CITY OF DENTON AND UNIVERSITY OF NORTH TEXAS (UNT) FOUNDATION IN SUPPORT OF THE UNT AFRICAN ENSEMBLE ($800), TEXAS VETERANS HALL OF FAME ($200), DENTON FREEDOM HOUSE ($100), PROJECT HOPE IN SUPPORT OF HANDS OF HOPE ($100), SITI AND JIDO PARK FOUNDATION IN SUPPORT OF LIFE WORKS COMMUNITY ($100), CUMBERLAND YOUTH & FAMILY SERVICES ($200), RANCH HANDS RESCUE IN SUPPORT OF BOB'S HOUSE OF HOPE ($200), WHICH ARE NONPROFIT ORGANIZATIONS OPERATING WITHIN THE CITY OF DENTON AND DESIGNATED FOR DONATIONS BY INDIVIDUAL COUNCIL MEMBERS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton's Council Contingency Program provides support to nonprofit organizations that are based in the City of Denton and provide programming to benefit the community; and

WHEREAS, all the organizations listed meet the requirements to be eligible to receive Council Contingency Program funding; and

WHEREAS, Gerard Hudspeth, Mayor, has requested support from available contingency funds to support the eligible organizations; and

WHEREAS, on April 17, 2026, the Community Partnership Committee reviewed and recommended approval of the requests for Council Contingency fund support for the organizations; and

WHEREAS, the City Council of the City of Denton hereby finds the agreements between the City and the nonprofit organizations, attached hereto and made a part hereof by reference (the "Agreements"), furthers a charitable cause, economic or community growth, or 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 and hereby ratified.

SECTION 2. The Agreements in the Exhibits listed in this section and the corresponding amounts to be donated are hereby approved, and the City Manager, or designee, is hereby authorized to execute the Agreements and to carry out the duties and responsibilities of the City

under the Agreements, including the expenditure of funds in accordance with the terms of the Agreements.

Exhibit A – UNT Foundation supporting UNT African Ensemble - $800 - Gerard Hudspeth, Mayor

Exhibit B – Texas Veterans Hall of Fame - $200 - Gerard Hudspeth, Mayor

Exhibit C – Denton Freedom House - $100 - Gerard Hudspeth, Mayor

Exhibit D – Project Hope supporting Hands of Hope - $100 - Gerard Hudspeth, Mayor

Exhibit E – Siti and Jido Park Foundation supporting Life Works Community - $100 - Gerard Hudspeth, Mayor

Exhibit F – Cumberland Youth and Family Services - $200 - Gerard Hudspeth, Mayor

Exhibit G – Ranch Hands Rescue supporting Bob's House of Hope - $200 - Gerard Hudspeth, Mayor

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

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

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

	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 _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller Digitally signed by Susan Keller Date: 2026.04.27 11:55:19 -05'00'

EXHIBIT - A

COUNCIL CONTINGENCY FUND AGREEMENT BETWEEN THE CITY OF DENTON AND THE UNIVERSITY OF NORTH TEXAS FOUNDATION

This Agreement is hereby entered into by and between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as "City", and the University of North Texas (UNT) Foundation, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by UNT Foundation to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support the UNT Foundation in support of the UNT African Ensemble; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I: OBLIGATIONS OF UNT FOUNDATION

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

A. Eight Hundred and no/100 ($800.00) shall be paid to UNT Foundation by the City to be utilized for the support of the UNT African Ensemble.

B UNT Foundation will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C Upon request, UNT Foundation will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D UNT Foundation will not enter into any contracts that would encumber City funds or the use thereof for a period that would extend beyond the term of this Agreement.

E UNT Foundation will appoint a representative who will be available to meet with City officials when requested.

F UNT Foundation will comply with all applicable federal, State, and local laws and policies including all including all state and federal anti-discrimination laws. In the event UNT Foundation fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and UNT Foundation may be barred from further contracts with the City.

G UNT Foundation will comply with all applicable federal, state, and local laws and policies regarding conflicts of interest and will not participate in any transactions or decisions where such a conflict might exist.

II: TIME OF PERFORMANCE

The term of this Agreement shall commence on the date of the last signature affixed to this Agreement (the "Effective Date") and terminate one year from the Effective Date unless the contract is sooner terminated under Section V "Termination".

III. PAYMENTS

A PAYMENTS TO UNT FOUNDATION. City shall pay to UNT Foundation the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. UNT Foundation shall refund to City within ten (10) working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines: has resulted in overpayment to UNT Foundation; or has not been spent strictly in accordance with the terms of this Agreement; or is not supported by adequate documentation to fully justify the expenditure.

IV. EVALUATION

UNT Foundation agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. UNT Foundation maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, UNT Foundation agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. UNT Foundation shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

V. TERMINATION

The City may terminate this Agreement for cause if UNT Foundation violates any provision of this Agreement, UNT Foundation' insolvency or filing of bankruptcy, dissolution, or receivership, or UNT Foundation' violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph, including for convenience. The Agreement shall immediately terminate upon reasonable notice to UNT Foundation.

VI. WARRANTIES

UNT Foundation represents and warrants that:

A. All financial reports, information, reports, records, and data heretofore or hereafter requested by City and furnished to City pursuant to this Agreement, are complete and accurate and fairly reflect the financial conditions of UNT Foundation of the date shown on the financial report,

information, data, record, or report, and, since that date, have not undergone any significant change, adverse or otherwise, without written notice to City.

B. No litigation or legal proceedings are presently pending or threatened against UNT Foundation.

C. None of the provisions herein contravenes or is in conflict with the authority under which UNT Foundation doing business or with the provisions of any existing indenture or agreement of UNT Foundation.

D. UNT Foundation 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.

E. UNT Foundation does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by UNT Foundation herein shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

VII. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. 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.

C. UNT Foundation shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

VIII. INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY LAW, UNT FOUNDATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR RELATED TO THE PERFORMANCE BY UNT FOUNDATION OR THOSE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF UNT FOUNDATION, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS,

LICENSEES, AND INVITEES.

IX. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery, e-mail, addressed to UNT Foundation or City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: Interim City Manager
215 E. McKinney St.
Denton, TX 76201
cassey.ogden@cityofdenton.com

UNT Foundation
Lynette Gillis, Ph.D.
President & CEO
1155 Union Cr. #31125
Denton, TX 76203

Either party may change its mailing address by sending written notice of change of address to the other at the above address by certified mail, return receipt requested.

X. MISCELLANEOUS

A. UNT Foundation shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party without the prior written approval of the 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. In no event shall any payment to UNT Foundation 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 or default under this Agreement. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

D. The following sections shall survive the termination of this Agreement: Section I, Subsections B, C, and E; Section III Subsection B; Section VI Subsection A; Section VIII. INDEMNIFICATION, and Section IX.

E. This Agreement, together with herein referenced exhibits and attachments, which are hereby incorporated, constitutes the entire agreement between the parties hereto, and no prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement or subsequent thereto, has any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

F. This Agreement shall be governed by the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby each affix their signatures by and through their respective duly authorized representatives and enter into this Agreement as of the _____ day of _____, 2026.

CITY OF DENTON
CASSEY OGDEN, INTERIM CITY MANAGER

_____

ATTEST:
INGRID REX, CITY SECRETARY

BY:_____

UNT Foundation

_____

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY:_____

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

_____ _____
SIGNATURE PRINT NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT - B

COUNCIL CONTINGENCY FUND AGREEMENT BETWEEN THE CITY OF DENTON AND TEXAS VETERANS HALL OF FAME

This Agreement is hereby entered into by and between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as "City", and Texas Veterans Hall of Fame, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Texas Veterans Hall of Fame to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support the Texas Veterans Hall of Fame; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. OBLIGATIONS OF TEXAS VETERANS HALL OF FAME

In consideration of the receipt of funds from the City, Texas Veterans Hall of Fame agrees to the following terms and conditions:

A. Two Hundred and no/100 ($200.00) shall be paid to Texas Veterans Hall of Fame by the City to be utilized for the support of the organization.

B. Texas Veterans Hall of Fame will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C. Upon request, Texas Veterans Hall of Fame will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D. Texas Veterans Hall of Fame will not enter into any contracts that would encumber City funds or the use thereof for a period that would extend beyond the term of this Agreement.

E. Texas Veterans Hall of Fame will appoint a representative who will be available to meet with City officials when requested.

F. Texas Veterans Hall of Fame will comply with all applicable federal, State, and local laws and policies including all including all state and federal anti-discrimination laws. In the event Texas Veterans Hall of Fame fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Texas Veterans Hall of Fame may be barred from further contracts with the City.

G. Texas Veterans Hall of Fame will comply with all applicable federal, state, and local laws and policies regarding conflicts of interest and will not participate in any transactions or decisions where such a conflict might exist.

II. TIME OF PERFORMANCE

The term of this Agreement shall commence on the date of the last signature affixed to this Agreement (the "Effective Date") and terminate one year from the Effective Date unless the contract is sooner terminated under Section V "Termination".

III. PAYMENTS

A. PAYMENTS TO TEXAS VETERANS HALL OF FAME. City shall pay to Texas Veterans Hall of Fame the sum specified in Article I after the Effective Date of this Agreement.

B. EXCESS PAYMENT. Texas Veterans Hall of Fame shall refund to City within ten (10) working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines: has resulted in overpayment to Texas Veterans Hall of Fame; or has not been spent strictly in accordance with the terms of this Agreement; or is not supported by adequate documentation to fully justify the expenditure.

IV. EVALUATION

Texas Veterans Hall of Fame agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Texas Veterans Hall of Fame maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Texas Veterans Hall of Fame agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Texas Veterans Hall of Fame shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

V. TERMINATION

The City may terminate this Agreement for cause if Texas Veterans Hall of Fame violates any provision of this Agreement, Texas Veterans Hall of Fame's insolvency or filing of bankruptcy, dissolution, or receivership, or Texas Veterans Hall of Fame's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph, including for convenience. The Agreement shall immediately terminate upon reasonable notice to Texas Veterans Hall of Fame.

VI. WARRANTIES

Texas Veterans Hall of Fame represents and warrants that:

A. All financial reports, information, reports, records, and data heretofore or hereafter requested by City and furnished to City pursuant to this Agreement, are complete and accurate and fairly reflect the financial conditions of Texas Veterans Hall of Fame as of the date shown on the

financial report, information, data, record, or report, and, since that date, have not undergone any significant change, adverse or otherwise, without written notice to City.

B. No litigation or legal proceedings are presently pending or threatened against Texas Veterans Hall of Fame.

C. None of the provisions herein contravenes or is in conflict with the authority under which Texas Veterans Hall of Fame is doing business or with the provisions of any existing indenture or agreement of Texas Veterans Hall of Fame.

D. Texas Veterans Hall of Fame 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.

E. Texas Veterans Hall of Fame does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Texas Veterans Hall of Fame herein shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

VII. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. 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.

C. Texas Veterans Hall of Fame shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

VIII. INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY LAW, TEXAS VETERANS HALL OF FAME AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR RELATED TO THE PERFORMANCE BY TEXAS VETERANS HALL OF FAME OR THOSE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF TEXAS VETERANS HALL OF FAME, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES, AND INVITEES.

IX. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery, e-mail, addressed to Texas Veterans Hall of Fame or City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: Interim City Manager
215 E. McKinney
Denton, TX 76201
cassey.ogden@cityofdenton.com

Texas Veterans Hall of Fame
Gary Steele
President
PO Box 51288
Denton, TX 76205

Either party may change its mailing address by sending written notice of change of address to the other at the above address by certified mail, return receipt requested.

X. MISCELLANEOUS

A. Texas Veterans Hall of Fame shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party without the prior written approval of the 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. In no event shall any payment to Texas Veterans Hall of Fame 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 or default under this Agreement. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

D. The following sections shall survive the termination of this Agreement: Section I, Subsections B, C, and E; Section III Subsection B; Section VI Subsection A; Section VIII. INDEMNIFICATION, and Section IX.

E. The recitals set forth above are hereby incorporated herein as if fully set forth in this Agreement.

F. This Agreement, together with herein referenced exhibits and attachments, which are hereby incorporated, constitutes the entire agreement between the parties hereto, and no prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement or subsequent thereto, has any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. This Agreement shall be governed by the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby each affix their signatures by and through their respective duly authorized representatives and enter into this Agreement as of the _____ day of _____, 2026.

CITY OF DENTON
CASSEY OGDEN, INTERIM CITY MANAGER

_____

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

TEXAS VETERANS HALL OF FAME

_____

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY: _____

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

_____
SIGNATURE PRINT NAME

_____
TITLE

Finance
DEPARTMENT

EXHIBIT - C

COUNCIL CONTINGENCY FUND AGREEMENT
BETWEEN THE CITY OF DENTON AND
DENTON FREEDOM HOUSE

This Agreement is hereby entered into by and between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as "City", and Denton Freedom House, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Denton Freedom House to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support the Denton Freedom House; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. OBLIGATIONS OF DENTON FREEDOM HOUSE

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

A. One Hundred and no/100 ($100.00) shall be paid to Denton Freedom House by the City to be utilized for the support of the organization.

B. Denton Freedom House will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C. Upon request, Denton Freedom House will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D. Denton Freedom House will not enter into any contracts that would encumber City funds or the use thereof for a period that would extend beyond the term of this Agreement.

E. Denton Freedom House will appoint a representative who will be available to meet with City officials when requested.

F. Denton Freedom House will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws. In the event Denton Freedom House fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Denton Freedom House may be barred from further contracts with the City.

G. Denton Freedom House will comply with all applicable federal, state, and local laws and policies regarding conflicts of interest and will not participate in any transactions or decisions where such a conflict might exist.

II. TIME OF PERFORMANCE

The term of this Agreement shall commence on the date of the last signature affixed to this Agreement (the "Effective Date") and terminate one year from the Effective Date unless the contract is sooner terminated under Section V "Termination".

III. PAYMENTS

A. PAYMENTS TO DENTON FREEDOM HOUSE. City shall pay to Denton Freedom House the sum specified in Article I after the Effective Date of this Agreement.

B. EXCESS PAYMENT. Denton Freedom House shall refund to City within ten (10) working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines: has resulted in overpayment to Denton Freedom House; or has not been spent strictly in accordance with the terms of this Agreement; or is not supported by adequate documentation to fully justify the expenditure.

IV. EVALUATION

Denton Freedom House agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Denton Freedom House maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Denton Freedom House agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Denton Freedom House shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

V. TERMINATION

The City may terminate this Agreement for cause if Denton Freedom House violates any provision of this Agreement, Denton Freedom House's insolvency or filing of bankruptcy, dissolution, or receivership, or Denton Freedom House's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph, including for convenience. The Agreement shall immediately terminate upon reasonable notice to Denton Freedom House.

VI. WARRANTIES

Denton Freedom House represents and warrants that:

A. All financial reports, information, reports, records, and data heretofore or hereafter requested by City and furnished to City pursuant to this Agreement, are complete and accurate and fairly reflect the financial conditions of Denton Freedom House as of the date shown on the financial report, information, data, record, or report, and, since that date, have not undergone any significant

change, adverse or otherwise, without written notice to City.

B. No litigation or legal proceedings are presently pending or threatened against Denton Freedom House.

C. None of the provisions herein contravenes or is in conflict with the authority under which Denton Freedom House is doing business or with the provisions of any existing indenture or agreement of Denton Freedom House.

D. Denton Freedom House 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.

E. Denton Freedom House does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Denton Freedom House herein shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

VII. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. 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.

C. Denton Freedom House shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

VIII. INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY LAW, DENTON FREEDOM HOUSE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR RELATED TO THE PERFORMANCE BY DENTON FREEDOM HOUSE OR THOSE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF DENTON FREEDOM HOUSE, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES, AND INVITEES.

IX. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery, e-mail, addressed to Denton Freedom House or City, as the case may be, at the following addresses:

CITY	Denton Freedom House
City of Denton, Texas	Jason Young
Attn: Interim City Manager	
215 E. McKinney	420 E. McKinney, St.
Denton, TX 76201	Denton, TX 76201
cassey.ogden@cityofdenton.com	jyoung@dentonfreeodomhouse.org

Either party may change its mailing address by sending written notice of change of address to the other at the above address by certified mail, return receipt requested.

X. MISCELLANEOUS

A. Denton Freedom House shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party without the prior written approval of the 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. In no event shall any payment to Denton Freedom House 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 or default under this Agreement. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

D. The following sections shall survive the termination of this Agreement: Section I, Subsections B, C, and E; Section III Subsection B; Section VI Subsection A; Section VIII. INDEMNIFICATION, and Section IX.

E. The recitals set forth above are hereby incorporated herein as if fully set forth in this Agreement.

F. This Agreement, together with herein referenced exhibits and attachments, which are hereby incorporated, constitutes the entire agreement between the parties hereto, and no prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement or subsequent thereto, has any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. This Agreement shall be governed by the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby each affix their signatures by and through their respective duly authorized representatives and enter into this Agreement as of the _____ day of _____, 2026.

CITY OF DENTON
CASSEY OGDEN, INTERIM CITY MANAGER

_____

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

DENTON FREEDOM HOUSE

_____

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY: _____

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

_____
SIGNATURE PRINT NAME

_____
TITLE

Finance
DEPARTMENT

EXHIBIT - D

COUNCIL CONTINGENCY FUND AGREEMENT
BETWEEN THE CITY OF DENTON AND
PROJECT HOPE

This Agreement is hereby entered into by and between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as "City", and Project Hope and Hands of Hope Food Pantry, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Project Hope to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support Project Hope in support of Hands of Hope Food Pantry; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I: OBLIGATIONS OF PROJECT HOPE

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

A. One Hundred and no/100 ($100.00) shall be paid to Project Hope by the City to be utilized for the support of the Hands of Hope Food Pantry.

B Project Hope will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C Upon request, Project Hope will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D Project Hope will not enter into any contracts that would encumber City funds or the use thereof for a period that would extend beyond the term of this Agreement.

E Project Hope will appoint a representative who will be available to meet with City officials when requested.

F Project Hope will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws. In the event Project Hope fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Project Hope may be barred from further contracts with the City.

G Project Hope will comply with all applicable federal, state, and local laws and policies regarding conflicts of interest and will not participate in any transactions or decisions where such a conflict might exist.

II: TIME OF PERFORMANCE

The term of this Agreement shall commence on the date of the last signature affixed to this Agreement (the "Effective Date") and terminate one year from the Effective Date unless the contract is sooner terminated under Section V "Termination".

III. PAYMENTS

A PAYMENTS TO PROJECT HOPE. City shall pay to Project Hope the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. Project Hope shall refund to City within ten (10) working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines: has resulted in overpayment to Project Hope; or has not been spent strictly in accordance with the terms of this Agreement; or is not supported by adequate documentation to fully justify the expenditure.

IV. EVALUATION

Project Hope agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Project Hope maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Project Hope agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Project Hope shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

V. TERMINATION

The City may terminate this Agreement for cause if Project Hope violates any provision of this Agreement, Project Hope' insolvency or filing of bankruptcy, dissolution, or receivership, or Project Hope' violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph, including for convenience. The Agreement shall immediately terminate upon reasonable notice to Project Hope.

VI. WARRANTIES

Project Hope represents and warrants that:

A. All financial reports, information, reports, records, and data heretofore or hereafter requested by City and furnished to City pursuant to this Agreement, are complete and accurate and fairly reflect the financial conditions of Project Hope of the date shown on the financial report,

information, data, record, or report, and, since that date, have not undergone any significant change, adverse or otherwise, without written notice to City.

B. No litigation or legal proceedings are presently pending or threatened against Project Hope.

C. None of the provisions herein contravenes or is in conflict with the authority under which Project Hope doing business or with the provisions of any existing indenture or agreement of Project Hope.

D. Project Hope 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.

E. Project Hope does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Project Hope herein shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

VII. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. 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.

C. Project Hope shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

VIII. INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY LAW, PROJECT HOPE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR RELATED TO THE PERFORMANCE BY PROJECT HOPE OR THOSE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF PROJECT HOPE, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES, AND INVITEES.

IX. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery, e-mail, addressed to Project Hope or City, as the case may be, at the following addresses:

CITY City of Denton, Texas Attn: Interim City Manager 215 E. McKinney St. Denton, TX 76201 cassey.ogden@cityofdenton.com	Project Hope Cedric Chambers 1111 Wilson St. Denton, TX 76201

Either party may change its mailing address by sending written notice of change of address to the other at the above address by certified mail, return receipt requested.

X. MISCELLANEOUS

A. Project Hope shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party without the prior written approval of the 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. In no event shall any payment to Project Hope 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 or default under this Agreement. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

D. The following sections shall survive the termination of this Agreement: Section I, Subsections B, C, and E; Section III Subsection B; Section VI Subsection A; Section VIII. INDEMNIFICATION, and Section IX.

E. This Agreement, together with herein referenced exhibits and attachments, which are hereby incorporated, constitutes the entire agreement between the parties hereto, and no prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement or subsequent thereto, has any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

F. This Agreement shall be governed by the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby each affix their signatures by and through their respective duly authorized representatives and enter into this Agreement as of the _____ day of _____, 2026.

CITY OF DENTON
CASSEY OGDEN, INTERIM CITY MANAGER

_____

ATTEST:
INGRID REX, CITY SECRETARY

BY:_____

PROJECT HOPE DENTON

_____

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY:_____

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

_____ _____
SIGNATURE PRINT NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT - E

COUNCIL CONTINGENCY FUND AGREEMENT BETWEEN THE CITY OF DENTON AND THE SITI AND JIDO PARK FOUNDATION, INC., DBA LIFE WORKS COMMUNITY

This Agreement is hereby entered into by and between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as "City", and the Siti and Jido Park Foundation, Inc., dba Life Works Community, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Siti and Jido Park Foundation, Inc., to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support the Siti and Jido Park Foundation, Inc., in support of Life Works Community; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I: OBLIGATIONS OF SITI AND JIDO PARK FOUNDATION, INC.,

In consideration of the receipt of funds from the City, Siti and Jido Park Foundation, Inc., agrees to the following terms and conditions:

A. One Hundred and no/100 ($100.00) shall be paid to Siti and Jido Park Foundation, Inc., by the City to be utilized for the support of Life Works Community.

B Siti and Jido Park Foundation, Inc., will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C Upon request, Siti and Jido Park Foundation, Inc., will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D Siti and Jido Park Foundation, Inc., will not enter into any contracts that would encumber City funds or the use thereof for a period that would extend beyond the term of this Agreement.

E Siti and Jido Park Foundation, Inc., will appoint a representative who will be available to meet with City officials when requested.

F Siti and Jido Park Foundation, Inc., will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws. In the event Siti and Jido Park Foundation, Inc., fails to comply, this Agreement may be canceled, terminated, or

suspended in whole or in part, and Siti and Jido Park Foundation, Inc., may be barred from further contracts with the City.

G Siti and Jido Park Foundation, Inc., will comply with all applicable federal, state, and local laws and policies regarding conflicts of interest and will not participate in any transactions or decisions where such a conflict might exist.

II: TIME OF PERFORMANCE

The term of this Agreement shall commence on the date of the last signature affixed to this Agreement (the "Effective Date") and terminate one year from the Effective Date unless the contract is sooner terminated under Section V "Termination".

III. PAYMENTS

A PAYMENTS TO SITI AND JIDO PARK FOUNDATION, INC., City shall pay to Siti and Jido Park Foundation, Inc., the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. Siti and Jido Park Foundation, Inc., shall refund to City within ten (10) working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines: has resulted in overpayment to Siti and Jido Park Foundation, Inc.,; or has not been spent strictly in accordance with the terms of this Agreement; or is not supported by adequate documentation to fully justify the expenditure.

IV. EVALUATION

Siti and Jido Park Foundation, Inc., agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Siti and Jido Park Foundation, Inc., maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Siti and Jido Park Foundation, Inc., agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Siti and Jido Park Foundation, Inc., shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

V. TERMINATION

The City may terminate this Agreement for cause if Siti and Jido Park Foundation, Inc., violates any provision of this Agreement, Siti and Jido Park Foundation, Inc.,' insolvency or filing of bankruptcy, dissolution, or receivership, or Siti and Jido Park Foundation, Inc.,' violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph, including for convenience. The Agreement shall immediately terminate upon reasonable notice to Siti and Jido Park Foundation, Inc.

VI. WARRANTIES

Siti and Jido Park Foundation, Inc., represents and warrants that:

A. All financial reports, information, reports, records, and data heretofore or hereafter requested by City and furnished to City pursuant to this Agreement, are complete and accurate and fairly reflect the financial conditions of Siti and Jido Park Foundation, Inc., of the date shown on the financial report, information, data, record, or report, and, since that date, have not undergone any significant change, adverse or otherwise, without written notice to City.

B. No litigation or legal proceedings are presently pending or threatened against Siti and Jido Park Foundation, Inc.

C. None of the provisions herein contravenes or is in conflict with the authority under which Siti and Jido Park Foundation, Inc., doing business or with the provisions of any existing indenture or agreement of Siti and Jido Park Foundation, Inc.

D. Siti and Jido Park Foundation, Inc., 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.

E. Siti and Jido Park Foundation, Inc., does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Siti and Jido Park Foundation, Inc., herein shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

VII. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. 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.

C. Siti and Jido Park Foundation, Inc., shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

VIII. INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY LAW, SITI AND JIDO PARK FOUNDATION, INC., AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY

AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR RELATED TO THE PERFORMANCE BY SITI AND JIDO PARK FOUNDATION, INC., OR THOSE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF SITI AND JIDO PARK FOUNDATION, INC.,, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES, AND INVITEES.

IX. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery, e-mail, addressed to Siti and Jido Park Foundation, Inc., or City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: Interim City Manager
215 E. McKinney St.
Denton, TX 76201
cassey.ogden@cityofdenton.com

Siti and Jido Park Foundation, Inc.,
dba Life Works Community
Randy Park
2040 W. Oak St.
Denton, TX 76201

Either party may change its mailing address by sending written notice of change of address to the other at the above address by certified mail, return receipt requested.

X. MISCELLANEOUS

A. Siti and Jido Park Foundation, Inc., shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party without the prior written approval of the 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. In no event shall any payment to Siti and Jido Park Foundation, Inc., 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 or default under this Agreement. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

D. The following sections shall survive the termination of this Agreement: Section I,

Subsections B, C, and E; Section III Subsection B; Section VI Subsection A; Section VIII. INDEMNIFICATION, and Section IX.

E. This Agreement, together with herein referenced exhibits and attachments, which are hereby incorporated, constitutes the entire agreement between the parties hereto, and no prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement or subsequent thereto, has any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

F. This Agreement shall be governed by the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby each affix their signatures by and through their respective duly authorized representatives and enter into this Agreement as of the _____ day of _____, 2026.

CITY OF DENTON
CASSEY OGDEN, INTERIM CITY MANAGER

_____

ATTEST:
INGRID REX, CITY SECRETARY

BY:_____

SITI AND JIDO PARK FOUNDATION, INC.,

_____

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY:_____

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

_____ _____
SIGNATURE PRINT NAME

_____
TITLE
Finance_____
DEPARTMENT

COUNCIL CONTINGENCY FUND AGREEMENT BETWEEN THE CITY OF DENTON AND CUMBERLAND YOUTH AND FAMILY SERVICES

This Agreement is hereby entered into by and between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as "City", and Cumberland Youth and Family Services, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Cumberland Youth and Family Services to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support the Cumberland Youth and Family Services; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. OBLIGATIONS OF CUMBERLAND YOUTH AND FAMILY SERVICES

In consideration of the receipt of funds from the City, Cumberland Youth and Family Services agrees to the following terms and conditions:

A. Two Hundred and no/100 ($200.00) shall be paid to Cumberland Youth and Family Services by the City to be utilized for the support of the organization.

B. Cumberland Youth and Family Services will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C. Upon request, Cumberland Youth and Family Services will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D. Cumberland Youth and Family Services will not enter into any contracts that would encumber City funds or the use thereof for a period that would extend beyond the term of this Agreement.

E. Cumberland Youth and Family Services will appoint a representative who will be available to meet with City officials when requested.

F. Cumberland Youth and Family Services will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws. In the

event Cumberland Youth and Family Services fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Cumberland Youth and Family Services may be barred from further contracts with the City.

G. Cumberland Youth and Family Services will comply with all applicable federal, state, and local laws and policies regarding conflicts of interest and will not participate in any transactions or decisions where such a conflict might exist.

II. TIME OF PERFORMANCE

The term of this Agreement shall commence on the date of the last signature affixed to this Agreement (the "Effective Date") and terminate one year from the Effective Date unless the contract is sooner terminated under Section V "Termination".

III. PAYMENTS

A. PAYMENTS TO CUMBERLAND YOUTH AND FAMILY SERVICES. City shall pay to Cumberland Youth and Family Services the sum specified in Article I after the Effective Date of this Agreement.

B. EXCESS PAYMENT. Cumberland Youth and Family Services shall refund to City within ten (10) working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines: has resulted in overpayment to Cumberland Youth and Family Services; or has not been spent strictly in accordance with the terms of this Agreement; or is not supported by adequate documentation to fully justify the expenditure.

IV. EVALUATION

Cumberland Youth and Family Services agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Cumberland Youth and Family Services maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Cumberland Youth and Family Services agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Cumberland Youth and Family Services shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

V. TERMINATION

The City may terminate this Agreement for cause if Cumberland Youth and Family Services violates any provision of this Agreement, Cumberland Youth and Family Services' insolvency or filing of bankruptcy, dissolution, or receivership, or Cumberland Youth and Family Services' violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph, including for convenience. The Agreement shall immediately terminate upon reasonable notice to Cumberland Youth and Family Services.

VI. WARRANTIES

Cumberland Youth and Family Services represents and warrants that:

A. All financial reports, information, reports, records, and data heretofore or hereafter requested by City and furnished to City pursuant to this Agreement, are complete and accurate and fairly reflect the financial conditions of Cumberland Youth and Family Services as of the date shown on the financial report, information, data, record, or report, and, since that date, have not undergone any significant change, adverse or otherwise, without written notice to City.

B. No litigation or legal proceedings are presently pending or threatened against Cumberland Youth and Family Services.

C. None of the provisions herein contravenes or is in conflict with the authority under which Cumberland Youth and Family Services is doing business or with the provisions of any existing indenture or agreement of Cumberland Youth and Family Services.

D. Cumberland Youth and Family Services 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.

E. Cumberland Youth and Family Services does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Cumberland Youth and Family Services herein shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

VII. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. 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.

C. Cumberland Youth and Family Services shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

VIII. INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY LAW, CUMBERLAND YOUTH AND FAMILY SERVICES AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR RELATED TO THE PERFORMANCE

BY CUMBERLAND YOUTH AND FAMILY SERVICES OR THOSE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF CUMBERLAND YOUTH AND FAMILY SERVICES, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES, AND INVITEES.

IX. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery, e-mail, addressed to Cumberland Youth and Family Services or City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: Interim City Manager
215 E. McKinney
Denton, TX 76201
cassey.ogden@cityofdenton.com

Cumberland Youth and Family Services
Courtney Banatoski

909 Greenlee St.
Denton, TX 76201
cbanatoski@cumberlandservices.org

Either party may change its mailing address by sending written notice of change of address to the other at the above address by certified mail, return receipt requested.

X. MISCELLANEOUS

A. Cumberland Youth and Family Services shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party without the prior written approval of the 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. In no event shall any payment to Cumberland Youth and Family Services 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 or default under this Agreement. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

D. The following sections shall survive the termination of this Agreement: Section I, Subsections B, C, and E; Section III Subsection B; Section VI Subsection A; Section VIII. INDEMNIFICATION, and Section IX.

E. The recitals set forth above are hereby incorporated herein as if fully set forth in this

Agreement.

F. This Agreement, together with herein referenced exhibits and attachments, which are hereby incorporated, constitutes the entire agreement between the parties hereto, and no prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement or subsequent thereto, has any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

G. This Agreement shall be governed by the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby each affix their signatures by and through their respective duly authorized representatives and enter into this Agreement as of the _____ day of _____, 2026.

CITY OF DENTON
CASSEY OGDEN, INTERIM CITY MANAGER

_____

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

CUMBERLAND YOUTH AND FAMILY SERVICES

_____

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY: _____

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

_____
SIGNATURE PRINT NAME

_____
TITLE
Finance
DEPARTMENT

EXHIBIT - G

COUNCIL CONTINGENCY FUND AGREEMENT BETWEEN THE CITY OF DENTON AND THE RANCH HANDS RESCUE

This Agreement is hereby entered into by and between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as "City", and the Ranch Hands Rescue, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Ranch Hands Rescue to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support the Ranch Hands Rescue in support of Bob's House of Hope; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I: OBLIGATIONS OF RANCH HANDS RESCUE

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

A. Two Hundred and no/100 ($200.00) shall be paid to Ranch Hands Rescue by the City to be utilized for the support of Bob's House of Hope.

B Ranch Hands Rescue will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C Upon request, Ranch Hands Rescue will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D Ranch Hands Rescue will not enter into any contracts that would encumber City funds or the use thereof for a period that would extend beyond the term of this Agreement.

E Ranch Hands Rescue will appoint a representative who will be available to meet with City officials when requested.

F Ranch Hands Rescue will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws." . In the event Ranch Hands Rescue fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Ranch Hands Rescue may be barred from further contracts with the City.

G Ranch Hands Rescue will comply with all applicable federal, state, and local laws and policies regarding conflicts of interest and will not participate in any transactions or decisions where such a conflict might exist.

II: TIME OF PERFORMANCE

The term of this Agreement shall commence on the date of the last signature affixed to this Agreement (the "Effective Date") and terminate one year from the Effective Date unless the contract is sooner terminated under Section V "Termination".

III. PAYMENTS

A PAYMENTS TO RANCH HANDS RESCUE City shall pay to Ranch Hands Rescue the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. Ranch Hands Rescue shall refund to City within ten (10) working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines: has resulted in overpayment to Ranch Hands Rescue; or has not been spent strictly in accordance with the terms of this Agreement; or is not supported by adequate documentation to fully justify the expenditure.

IV. EVALUATION

Ranch Hands Rescue agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Ranch Hands Rescue maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Ranch Hands Rescue agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Ranch Hands Rescue shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

V. TERMINATION

The City may terminate this Agreement for cause if Ranch Hands Rescue violates any provision of this Agreement, Ranch Hands Rescue' insolvency or filing of bankruptcy, dissolution, or receivership, or Ranch Hands Rescue' violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph, including for convenience. The Agreement shall immediately terminate upon reasonable notice to Siti and Jido Park Foundation, Inc.

VI. WARRANTIES

Ranch Hands Rescue represents and warrants that:

A. All financial reports, information, reports, records, and data heretofore or hereafter

requested by City and furnished to City pursuant to this Agreement, are complete and accurate and fairly reflect the financial conditions of Ranch Hands Rescue of the date shown on the financial report, information, data, record, or report, and, since that date, have not undergone any significant change, adverse or otherwise, without written notice to City.

B. No litigation or legal proceedings are presently pending or threatened against Siti and Jido Park Foundation, Inc.

C. None of the provisions herein contravenes or is in conflict with the authority under which Ranch Hands Rescue doing business or with the provisions of any existing indenture or agreement of Siti and Jido Park Foundation, Inc.

D. Ranch Hands Rescue 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.

E. Ranch Hands Rescue does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Ranch Hands Rescue herein shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

VII. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. 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.

C. Ranch Hands Rescue shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

VIII. INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY LAW, RANCH HANDS RESCUE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR RELATED TO THE PERFORMANCE BY RANCH HANDS RESCUE OR THOSE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART,

UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF RANCH HANDS RESCUE, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES, AND INVITEES.

IX. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery, e-mail, addressed to Ranch Hands Rescue or City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: Interim City Manager
215 E. McKinney St.
Denton, TX 76201
cassey.ogden@cityofdenton.com

Ranch Hands Rescue
Bob's House of Hope
Bob Williams
PO Box 1047
Argyle, TX 76226

Either party may change its mailing address by sending written notice of change of address to the other at the above address by certified mail, return receipt requested.

X. MISCELLANEOUS

A. Ranch Hands Rescue shall not transfer, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party without the prior written approval of the 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. In no event shall any payment to Ranch Hands Rescue 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 or default under this Agreement. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

D. The following sections shall survive the termination of this Agreement: Section I, Subsections B, C, and E; Section III Subsection B; Section VI Subsection A; Section VIII. INDEMNIFICATION, and Section IX.

E. This Agreement, together with herein referenced exhibits and attachments, which are hereby incorporated, constitutes the entire agreement between the parties hereto, and no prior agreement, assertion, statement, understanding, or other commitment occurring during the term of

this Agreement or subsequent thereto, has any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

F. This Agreement shall be governed by the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby each affix their signatures by and through their respective duly authorized representatives and enter into this Agreement as of the _____ day of _____, 2026.

CITY OF DENTON
CASSEY OGDEN, INTERIM CITY MANAGER

_____

ATTEST:
INGRID REX, CITY SECRETARY

BY:_____

RANCH HANDS RESCUE

_____

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY:_____

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

_____ _____
SIGNATURE PRINT NAME

_____
TITLE
Finance
DEPARTMENT

Council Contingency Support

Eligibility Criteria

In accordance with the Sponsorship guidelines, requests for Council Contingency support will only be considered for organizations that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

- Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
- Must demonstrate corporate good standing with the state of Texas at time of review;
- The applicant must be based in the City of Denton;
- Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, sexual orientation, gender identity, citizenship, familial, disability, or veteran status;
- If previously sponsored, applicant must have successfully fulfilled all prior contracts;
- The applicant cannot represent a for-profit enterprise;
- Must further a charitable cause, economic or community growth, or public interest

The City reserves the right to reject a request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for support even if some proceeds are donated to non-profit organizations.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 5, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a Professional Services Agreement between the City of Denton and Burns & McDonnell Engineering Company, Inc., amending the contract approved by City Council on November 19, 2024, in the not-to-exceed amount of $434,596.00; amended by Amendment 1 approved by City Council; said second amendment to provide additional project support services and Maximo support specialists for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-015 – providing for an additional second amendment expenditure amount not-to-exceed $601,448.00, with the total contract amount not-to-exceed $1,181,092.00). The Public Utilities Board recommends approval (5 - 0).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Enhance Infrastructure and Mobility

INFORMATION/BACKGROUND

Denton Municipal Electric ("DME") has engaged Burns & McDonnell Engineering Company to provide enhancement and technical support services for Maximo (MAS Manage). This engagement encompasses supporting DME's ongoing implementation of MAS Manage. The supplier resources will operate on behalf of DME to deliver technical assistance, including defect resolution, configuration management, testing, and migration support, to ensure the successful achievement of project objectives in collaboration with DME's system implementation partner.

The Maximo Solution Architects and Consultants from the Supplier will deliver the following services:

- Develop solutions for assigned defects and enhancements, including capturing requirements, creating process flows, and preparing design documentation
- Develop and maintain project schedules for assigned defects and enhancements as required
- Perform comprehensive testing of fixes and enhancements in lower environments prior to production deployment
- Support business users in facilitating User Acceptance Testing (UAT) and ensure smooth validation of solutions
- Track, document, and resolve issues or change requests raised by business users during UAT and after go-live
- Assist in the preparation of training materials and provide user training as needed

- Draft detailed release documentation, including deployment procedures, for production rollout
- Support the deployment of the application and related infrastructure to the production environment
- Develop and maintain technical design and deployment documentation to reflect changes made
- Communicate any issues related to architecture, design, or technical implementation to DME
- Review detailed technical and deployment specifications provided by DME and/or its System Implementation partner
- Coordinate with other project and technical leads to identify and manage cross-project dependencies and impacts
- Perform and support additional project-related tasks as required
- Manage cases with IBM regarding product issues and clarifications
- Provide regular status updates (weekly/monthly) to DME project stakeholders

The Supplier shall provide the specified services in accordance with the schedule detailed below, aligned with the overall project timeline. Below is a summary of the additional estimated hours and associated fees resulting from this change order.

Additional estimated hours and fees associated with this change order are summarized below.

Details	Price Estimate
Professional Services Total Fees	**$591,448**
Total Expenses	**$10,000**
Total Cost	**$601,448**

The revised Contract Price is:

Details	Price Estimate
Original Contract Price (1,500 hours)	434,596.00
Total net amount of change Order 1 (T/M) (500 hours)	145,048.00
Total net amount of this Change Order (T/M) (1,840 hours)	601,448.00
Current Contract Price, including this Change Order 2 (3,840 hours)	1,181,092.00

DME's increased hours are necessary to support ongoing training sessions and the continued development of new application modules planned for calendar year 2026/2027.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On November 19, 2024, City Council approved a contract with Burns & McDonnell Engineering Company, Inc. in the not-to-exceed amount of $434,596 (Ordinance 24-2217).

On September 30, 2025, City Council approved Amendment No. 1 with Burns & McDonnell Engineering Company, Inc., in the not-to-exceed amount of $145,048, for a total not-to-exceed amount of $579,644 (Ordinance 25-1690).

On April 27, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award Amendment No. 2 with Burns & McDonnell Engineering Company, Inc., to provide additional project support services and Maximo support specialists for Denton Municipal Electric, in a not-to-exceed amount of $601,448, for a total amended contract amount of $1,181,092.

PRINCIPAL PLACE OF BUSINESS

Burns & McDonnell Engineering Company, Inc.
Fort Worth, TX

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval, with an estimated completion date by September 2027.

FISCAL INFORMATION

These services will be funded from DME Work Management System account 605267500.1365.3980. Purchase Order #209207 will be amended in the Purchasing software system in the amount of $601,448. The budgeted amount for this item is $1,181,092.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Contract, Ordinance, and Amendment 1
Exhibit 3: Ordinance and Amendment 2

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

For information concerning this acquisition, contact: Jerry Looper, 940-349-7676.

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

ORDINANCE NO. 24-2217

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC., TO PROVIDE PROJECT SUPPORT SERVICES AND MAXIMO SUPPORT SPECIALISTS FOR DENTON MUNICIPAL ELECTRIC AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-015 – PROFESSIONAL SERVICES AGREEMENT FOR SUPPORT SERVICES AWARDED TO BURNS & MCDONNELL ENGINEERING COMPANY, INC., IN THE NOT-TO-EXCEED AMOUNT OF $434,596.00).

WHEREAS, on December 14, 2021, the City Council approved a pre-qualified professional services list of professional engineering services for Denton Municipal Electric (Ordinance 21-2687), and the professional services provider (the "Provider") mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Burns & McDonnell Engineering Company, Inc., to provide professional engineering services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

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

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

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

The motion to approve this ordinance was made by Joe Holland and seconded by Brian Beck. This ordinance was passed and approved by the following vote [4 - 3]:

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

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

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

Docusign City Council Transmittal Coversheet

PSA	7804-015
File Name	Maximo Support Specialist
Purchasing Contact	Christa Christian
City Council Target Date	NOVEMBER 19, 2024
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	24-2217

DS
LH

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

CITY OF DENTON, TEXAS
7804-015 OWNERS ENGINEER FOR PROJECT SUPPORT SERVICES - MAXIMO SUPPORT SPECIALIST
STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.,** with its corporate office at 100 Energy Way, Suite 1700, Fort Worth TX 76102 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: 7804-015 Project Support Services - Maximo Support Specialist (the "PROJECT").

SECTION 1
Scope of Services

A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2
Compensation and Term of Agreement

A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed **$434,596.00** in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3
Terms of Payment

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Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and

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care of a competent engineer.

C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or

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responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

(3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

(2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the

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ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

(1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

J. INSURANCE

(1) ENGINEER'S INSURANCE

a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000.00 per each occurrence with a $2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.

   i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.

   ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.

b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of "any auto", including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.

   i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

c. Workers' Compensation – ENGINEER shall maintain workers

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $100,000.00 each accident for bodily injury by accident or $100,000.00 each employee for bodily injury by disease, with $500,000.00 policy limit.

i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.

d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of $1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.

b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.

d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.

e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

g. Any deductible or self insured retention in excess of $25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at it sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.

h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.

i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.

j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.

l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.

m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER’s agents

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5
Obligations of the City

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's

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services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

I. CITY's Insurance

(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES**.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition On Contracts With Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

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

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

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

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

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

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 Engineer submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Engineer will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/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 7804-015** – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

O. Prohibition Against Personal Interest In Contracts

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

P. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

this AGREEMENT:

Attachment A – Statement of Work

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on 11/19/2024.

Burns & McDonnell Engineering Company Inc.

DocuSigned by:

BY: Robb Montgomery
1D30F3C9DDF94AD...
AUTHORIZED SIGNATURE

Printed Name: Robb Montgomery

Title: Director

913-484-3535
PHONE NUMBER

robb.montgomery@1898andco.com
EMAIL ADDRESS

___2024-1149980
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

CITY OF DENTON, TEXAS

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

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: DocuSigned by: Lauren Thoden D09D09CAD33D487...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by: Antonio Puente E3760944C2BF4B5...
SIGNATURE

Antonio Puente
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

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1898 & CO.
PART OF BURNS McDONNELL

ENTERPRISE WORK AND ASSET MANAGEMENT TECHNICAL SUPPORT SERVICES

FOR DENTON MUNICIPAL ELECTRIC

STATEMENT OF WORK

October 10, 2024

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

CONTENTS

1.0 Overview and Scope Activities 1-1
1.1 Background 1-1
1.2 Services Term 1-1
1.3 Service to be Provided 1-1
1.3.1 Role Details 1-1
2.0 Assumptions 2-2
3.0 Team Structure 3-4
4.0 Maintenance and Support 4-1
5.0 Escalation Process 5-2
6.0 Change Management 6-3
7.0 Budget and Payment Terms 7-1
8.0 Contact Information 8-2
9.0 Terms ..... Error! Bookmark not defined.
10.0 Authorization 9-1

FIGURES

Figure 1. Project Team Structure 3-4

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

1.0 Overview and Scope Activities

1.1 Background

This project involves supporting the Client's ongoing implementation of MAS Manage. The Supplier resources will work on behalf of the Client to provide technical support, including defect remediation, configuration, testing, and migrations to help the Supplier and their system implementation partner achieve the project objectives.

1.2 Services Term

Work is estimated to begin on or before 11/01/2024. Up to 1500 hours will be allocated for assistance, with a project completion date of 12/31/2025. Exact start and end dates shall be determined by Client and Supplier.

1.3 Service to be Provided

Client has requested Supplier to provide a Maximo Solution Architect to work with, and under the direction of, the Client to relieve Client of the day-to-day responsibilities of supporting the Project team. The Supplier will support project implementation and technical activities as directed by Client. Where available, Supplier will utilize the Client Methodologies and conform to Client's architectural and testing standards, and policies.

Supplier personnel will support Maximo and integrated technologies upon reasonable agreement between the parties.

Supplier will perform the Work described below and such tasks directed by Client to support the Project.

1.3.1 Role Details

Maximo Solution Architect(s) (SA)
Work closely with, and at the direction of Client's Technology Operations Group to organize the development effort and deliver technical solutions that satisfy the Project's business objectives. The SA will:

- Follow the Client solution architecture methodology
- Assist with critical and prioritization of backlog
- Develop solutions for assigned defects and enhancements
- Thoroughly test fixes & Enhancements in lower environments prior to migrating to production
- Support the migration of the solution (application and infrastructure) to the production environment
- Update Technical documents to reflect fixes
- Review Project technical requirements to verify that they can be implemented as they relate to the Project
- Communicate issues related to architecture, design and technical implementation to the Lead Architect and the Project Manager
- Review detailed technical and deployment specifications provided by Client and/or System Implementation partner
- Work closely with the Client IT infrastructure, networking, communication and IT security teams to deploy, provision, and configure hardware, software, and application components in accordance with Client IT standards and policies

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

- Work with the vendor, testing, business, and IT teams to confirm that non-functional requirements are met, and non-functional testing is successful
- Provide technical guidance to team members
- Develop and maintain the technical design and migration documents as per the changes.
- Coordinate with other Project and technical leads to verify that cross-project technical and solution dependencies and impacts are identified and managed appropriately
- Perform and support other Project related tasks as required by the Project
- Manage a robust defect tracking process, ensuring timely identification, logging, prioritization, and resolution of defects
- Implement QA best practices and standards, ensuring the quality and integrity of the Maximo system through rigorous testing and validation procedures
- Provide support for various testing activities to promote consistency across different test phases
- Oversee creation, management, and maintenance of test data sets required for various test scenarios, ensuring the data's relevance and accuracy
- We will provide a weekly status report

2.0 Assumptions

In addition to any other responsibilities, roles, or duties described in the Agreement and this SOW, set forth below is a list of the obligations for which Client is responsible, conditions on Supplier's performance, and assumptions upon which Supplier has relied in agreeing to perform the Work described in this SOW on the terms set out herein. If any of the assumptions set out below are proven to be incorrect or if the Client does not fulfill its obligations and any such incorrect assumptions or Client non-performance materially impacts the Project, then any resultant changes to the Project schedule, fees and expenses, Deliverables, level of effort required, or otherwise adverse impact to Supplier's performance of the Work described in this SOW, either party may initiate a change request.

- The Client shall set the direction for the Project, make choices on direction, options and priorities, and take ownership for the outcomes.
- The Supplier is not responsible for production of deliverables under this SOW.
- The overall project duration of the Maximo Solution Architect role is 14 months, assuming a start of August 2024 and substantially completed by October 2025.
- Roles will be a minimum of 16 hours per week for the duration of the project that the role is engaged.
- If duration of role requires changes due to schedule, requirements, or complexity of project execution, a mutually agreed change may be issued.
- The information provided by the Client regarding the SOW is accurate and complete. If, after the SOW is signed, it is determined that the information provided by the Client is inaccurate or incomplete in any material manner, the Parties will negotiate an adjustment in the project schedule and the fees and expenses, as applicable, in a Change Order.
- Anything not identified in this SOW specifically in scope is excluded from the scope.
- Any additional scope outside of this SOW will require a mutually agreed-upon Change Order.
- Each party will maintain open communication with the other party at all levels and will proactively resolve issues by escalating unresolved issues to appropriate levels of the Client and Supplier management.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

- Supplier reserves the right to decline to perform any task/service that (a) is beyond the reasonably anticipated scope of this SOW; (b) presents a conflict or appearance of a conflict; and/or (c) Supplier is not sufficiently qualified and available to perform.
- The Client recognizes that expeditious responses are required to establish project team network access, user IDs, and security permissions and will therefore make its best effort to secure such access for Supplier onboarding prior to the scheduled project start date.
- The Client will be responsible for coordinating and securing the commitment to schedule relevant personnel in all key meetings, as mutually agreed upon in the project schedule.
- The Client recognizes that unplanned working session deferrals or working session duplication due to lack of attendance will constitute a break in the schedule and, therefore, may require a Change Order.
- The Client will commit resources and management involvement as described in this SOW as required by the work effort to promptly support the delivery of the Work and perform the agreed-upon acceptance procedures. Supplier shall not incur any penalties due to delays caused by the Client; and any such delays may require a Change Order to adjust scope, schedule, or fees.
- The Client is responsible for the contractual relationship with its third-party vendor(s). Supplier will not be responsible for the performance of other contractors or vendors engaged by the Client.
- The Client will be responsible for its operation and use of deliverables provided by Supplier and the Client will validate that the deliverables meet the Client's requirements through the signoff and deliverable acceptance procedures outlined in this SOW.
- Unless otherwise stated in the SOW, remote work will be provided via telephone, email, and/or webcast and only during normal business hours, Monday – Friday, 7:00 a.m. to 6:00 p.m. Eastern time, excluding Client or Supplier holidays.
- On-site work will take place at Client's facilities in Denton, TX, unless otherwise stated in this SOW.
- Client will provide Supplier with a minimum of two weeks' advanced notice before on-site travel is scheduled.
- Client shall be responsible for obtaining, at no cost to Supplier, consents for Supplier's use of any third-party products, including, but not limited to software (including purchase of any licenses), necessary for Supplier to perform its obligations under this SOW.
    - For example, if Client requires Supplier to manage all work via VPN to their environment using a virtual machine. Client would be responsible for setup of the virtual machine, the VPN, and any software needed on the VPN that would be relevant to a Client standard image.
- Client will provide Supplier access to detailed design documentation such as architecture designs, schema design, source code, and coding standards, if any exist, as needed to fulfill the Work.
- Client will provide timely access to stakeholders and decision-makers, and decisions will be made promptly and without delay.
- Identified Client executive sponsors shall be responsible for resolving all escalated decisions regarding scope, duration, resources, and finances.
- Client acknowledges and agrees that Supplier is not providing any tax, legal, accounting or regulatory services or advice while providing the Work.
- Client shall provide appropriate access and log-in privileges to all applicable System environments including production and any ticketing tool for the purposes of delivering the Work. All required application support software, support licenses, and tools will be provided by the Client. Any product support will be provided by the relevant product vendor(s), and Client will purchase the necessary product support from these vendors. For the newly onboarded resources, all access will be provided within five (5) working days.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

- Client shall be responsible for its operation and for determining whether to use or refrain from using any recommendation that may be made by Supplier. Client will be solely responsible for determining whether any Work provided by Supplier (i) meets Client requirements; (ii) complies with all laws and regulations applicable to Client, and (iii) complies with Client´s applicable internal guidelines and any other agreements it has with third parties.

3.0 Team Structure

The project team structure is illustrated below:

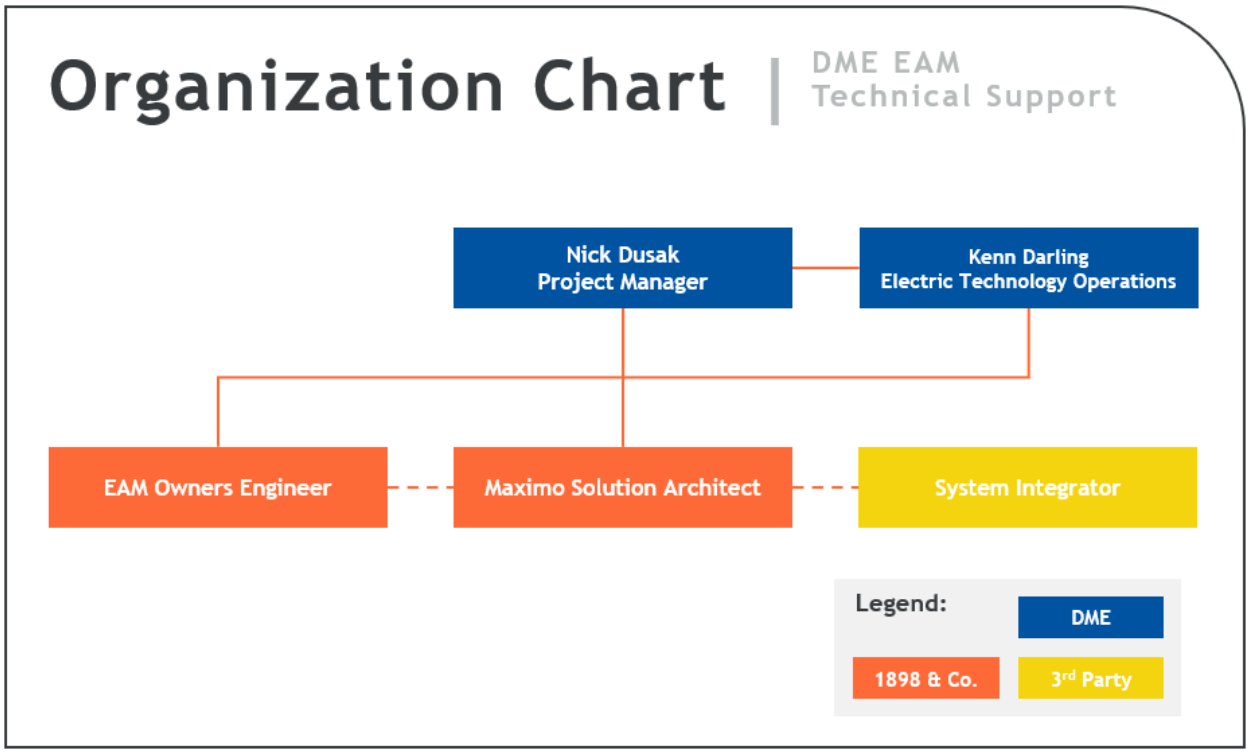


Figure 1. Project Team Structure

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

4.0 Maintenance and Support

The system components will be managed by the project team, which includes DME. During this period, defects will be logged and prioritized by the team. The team may elect to not address defects to focus on delivering demonstratable project value. The team will provide their best-effort to ensure the uptime and availability of the system during business hours.

As DME is committed to providing safe and reliable energy, 1898 & Co. is committed to maintaining and supporting Maximo with high availability up time and quality control. 1898 & Co. has established a support methodology that will allow seamless support while maintaining business continuity. 1898 & Co. is committed to providing Application Management, Integration, Configuration, and Business Process Support to DME for the Maximo solution.

Incident / Problem Management
All incidents / defects will be entered by the client into the client incident management system (or other incident management system mutually agreed upon by DME and 1898 & Co. 1898 & Co. will leverage DME's incident management system for the duration of the program. 1898 & Co. will review incidents, debrief on root cause and review provided solutions on a weekly basis with DME. The following checklist outlines the information to be recorded in the incident management system when reporting a problem.

- Date and time of the error/problem
- Severity of the problem
- Name and contact information for the originator of the trouble report
- Description of the problem including any error messages received
- Task(s) user could not complete (e.g. log in)
- Number of users affected
- If the problem is related to another reported problem, describe that problem and provide ticket information

Once assigned, 1898 & Co. will confirm and update the incident ticket with an incident severity level based upon the mutually agreed upon assessment criteria, assign the appropriate severity level to the incident, troubleshoot the incident, and work to resolve the incident. Once the incident has been resolved, the ticket will be closed. All dates, times and support staff for the incident will be tracked by the incident management system.

Incident/Defect management severity will be mutually agreed to by 1898 & Co. and client based on the following table.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

Incident Severity Level	Incident Management Description
Severity 1: Critical	Critical incident reserved for business-critical functionality. A critical IT function (e.g. supported materials, network, hardware, etc.) is unavailable or interaction with outside customers is greatly impacted or business can continue but with significant impact on internal business processes. Requires immediate resolution.
Severity 2: High	A problem which does not qualify as a Severity 1 problem will be assigned as "Severity Level 2" if the problem is characterized by the following: The Supported Materials' critical IT functions are unavailable to a significant number of Licensee's customers, or the problem significantly impacts Licensee's internal business processes, but a workaround is available and agreed to by Licensee, and Licensee's business operations can continue.
Severity 3: Medium	A problem which does not qualify as a Severity 1 or 2 problem will be assigned as "Severity Level 3" if the problem is characterized by the following: The problem has a commercial impact on Licensee's business.
Severity 4: Low	A problem which does not qualify as a Severity 1, 2 or 3 problem will be assigned as "Severity Level 4". Resolution is expected based on a mutually agreed upon commitment between the 1898 & Co. support person and the client. Severity 4 will be addressed on normal agreement schedule as normal configuration management schedule.

5.0 Escalation Process

Significant issues related to resource skills, availability, and quality, which cannot be resolved by the core team, will follow a specific escalation path. The process will be as follows:

- Representatives at each stage should make good faith efforts to resolve any issue that is within their authority, within 10 business days.
- As soon as it is determined that a representative does not have the authority to resolve an issue, or there is an impasse at that stage, it should be immediately escalated within that representative's organization.
- The escalation of the issue should include a summary of unresolved issues together with the recommendation of each of the Client and Supplier designated points of contact. When escalating an issue, both the Supplier and Client representatives listed in the respective stages below should be included in the correspondence.
- Client requires that unresolved issues be discussed at the next stage within 5 days of being escalated. To that end, within 24 hours of an issue being escalated, a conference call will be set up between the representatives at the next stage.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

- Ultimately, Client has full authority to arbitrate any Project related decision. However, Client will be responsible for paying for any additional fees and costs related to the decision.

6.0 Change Management

Supplier shall inform Client of any pending or possible changes in the use or status of all Supplier Project personnel.

Any changes to Supplier staff, including work assignments and participation level, shall be subject to Client approval.

Client shall have the right to have any Supplier staff replaced or removed from the Project for cause.

“Change Request” means a written instrument by which either Party may request a change or modification to the Work which shall detail the cost of the change and impact of the change on the total cost of the Work, the impact of the change on the SOW and the technical description or specification of the requested change.

Change Procedure. Either Party may request changes to the scope of the Work at any time. When a change could affect the cost, delivery schedule or other terms of the Contract, both Client and Supplier must approve the change before the change is implemented, by executing a Change Request. If either Party wishes to make a change, it shall notify the other Party of the requested change in writing, including sufficient details to enable the other Party to evaluate the change. Within a reasonable period of time, Supplier shall deliver a Change Request to Client. Upon acceptance and execution of the Change Request (now “Change Order” or “Amendment”) by Client, the Change Request shall be incorporated into the Work. Both Parties shall continue to proceed in accordance with the agreed upon terms and conditions then in effect while Change Requests are being reviewed and approved.

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

7.0 Budget and Payment Terms

Supplier will perform the Work on a time and material basis based on the rates set forth below. Based on the terms set forth in this SOW, Supplier's fees for its work will be approximately **$434,596**. Client understands that Supplier's fees will be based on upon work performed.

Scope Tasks	2024	2025	Totals
1.3 – Maximo Solution Architect	$133,807	$299,693	**$433,500**
1.3 - Project Support	$411	$685	**$1,096**
Totals	**$134,218**	**$300,378**	**$434,596**

Work hours will be charged using the following rate classification:

Scope Task	Role	Rate	Estimated Hours	Estimated Fees
1.3	Senior EAM Solution Architect	$289	1500	$433,500
1.3	Project Support	$137	8	$1,096

Position Classification	Hourly Billing Rate
Project Support [*, 2]	$137.00
Analyst	$217.00
Lead Analyst	$234.00
Consultant	$289.00
Manager/Senior Consultant	$307.00
Director / Senior Manager[3]	$372.00
Managing Director	$390.00
Principal Consultant	$427.00

NOTES:

1. Position classifications listed above refer to the firm's internal title system or project role.
2. Project Support includes Technical Writer, Research Assistant, or similar roles defined for the scope of work.
3. Manager includes Project Manager, Section Manager, Product Manager, Research Manager, and any other manager title.
4. Project time spent by corporate officers will be billed at the Managing Director rate.
5. Expenses (if required) will include, but not limited to, travel and lodging, and all taxes, as applicable, and will only be billed as incurred. Supplier resources will follow travel and expense

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

policies and procedures as defined in the current Agreement between Supplier and Client as referenced above.

6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt.
7. A late payment charge of 1.5% per month may be added to all amounts not paid within 30 days of the invoice date.
8. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to the Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
9. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.

8.0 Contact Information

Notices related to this SOW will be sent to the contacts shown below, with a copy of the Parties' legal notices contact if applicable. Either Party may modify the contacts shown below by providing written notice to the other Party (where an email will suffice).

Client Project/Notices Contact: Name: Jerry Looper Role: Director Email: Jerry.Looper@cityofdenton.com	**Supplier Project/Notices Contact:** Name: Robert Montgomery Role: Director Email: Robert.Montgomery@1898andco.com
Client Invoice Contact: (if different from above): Name: Role: Email:	

Docusign Envelope ID: C1E888BD-6177-4E52-A38E-15AF60252EBA

9.0 Authorization

Intending to be legally bound, Client and Supplier have caused their duly authorized representatives to execute this Statement of Work in the space provided below.

Client/Accepted and Agreed:
Denton Municipal Electric

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

Printed Name: Sara Hensley

Title: City Manager

Date: 11/20/2024

Supplier/Accepted and Agreed:
Burns & McDonnell Engineering Company, Inc.

By: DocuSigned by: Robb Montgomery 1D20F5C9DDF04AD...

Printed Name: Robert Montgomery

Title: Director

Date: October 10th, 2024

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DocuSign

Certificate Of Completion

Envelope Id: C1E888BD61774E52A38E15AF60252EBA
Status: Completed
Subject: Please DocuSign: City Council Contract 7804-015 Maximo Support Specialist
Source Envelope:
Document Pages: 33
Signatures: 7
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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

Record Tracking

Status: Original
10/10/2024 3:54:10 PM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 10/10/2024 4:35:12 PM Viewed: 10/10/2024 4:35:21 PM Signed: 10/10/2024 4:35:27 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: 198.49.140.104	Sent: 10/10/2024 4:35:31 PM Viewed: 10/10/2024 6:58:47 PM Signed: 10/11/2024 10:10:37 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/11/2024 10:10:39 AM Viewed: 10/11/2024 10:17:25 AM Signed: 10/14/2024 9:16:35 AM
Robb Montgomery robb.montgomery@1898andco.com Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/7/2022 9:49:52 AM ID: 2f536dcb-77b8-4e6f-b64e-23c45613f34c	DocuSigned by: Robb Montgomery 1D20F5C9DDF04AD... Signature Adoption: Pre-selected Style Using IP Address: 45.22.105.57	Sent: 10/14/2024 9:16:38 AM Viewed: 10/14/2024 10:39:21 AM Signed: 10/17/2024 9:49:14 AM

Signer Events	Signature	Timestamp
Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/17/2024 9:51:46 AM ID: 0f4b027d-80c7-489e-b626-03f1bd6b7562	Signed by: Antonio Puente E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/17/2024 9:49:17 AM Viewed: 10/17/2024 9:51:46 AM Signed: 10/17/2024 10:40:46 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	**Completed** Using IP Address: 198.49.140.10	Sent: 10/17/2024 10:40:49 AM Viewed: 10/17/2024 6:21:31 PM Signed: 11/20/2024 9:56:56 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/20/2024 9:56:59 AM Viewed: 11/20/2024 11:58:28 AM Signed: 11/20/2024 11:58:35 AM
Lauren Thoden lauren.thoden@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Lauren Thoden D09D09CAD33D487... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/20/2024 11:58:38 AM Viewed: 11/20/2024 2:14:37 PM Signed: 11/20/2024 2:26:32 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/10/2024 4:35:30 PM Viewed: 10/10/2024 7:26:55 PM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/17/2024 10:40:49 AM Viewed: 10/17/2024 3:18:00 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/20/2024 2:26:35 PM
Nicholas Dusak nicholas.dusak@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/1/2024 1:09:08 PM ID: 4211468d-fbbd-4409-80f0-53fd44d07a70	COPIED	Sent: 11/20/2024 2:26:37 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/10/2024 4:35:12 PM
Certified Delivered	Security Checked	11/20/2024 2:14:37 PM
Signing Complete	Security Checked	11/20/2024 2:26:32 PM
Completed	Security Checked	11/20/2024 2:26:37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

Required hardware and software

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

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

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

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

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

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

ORDINANCE NO. 25-1690

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND BURNS & MCDONNELL ENGINEERING COMPANY, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 19, 2024, IN THE NOT-TO-EXCEED AMOUNT $434,596.00, SAID FIRST AMENDMENT TO PROVIDE PROJECT SUPPORT SERVICES AND MAXIMO SUPPORT SPECIALISTS FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-015 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $145,048.00, FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $579,644.00).

WHEREAS, on November 19, 2024, City Council awarded a contract to Burns & McDonnell Engineering Company, Inc. in the amount of $434,596.00, to provide project support services and Maximo support specialists for Denton Municipal Electric; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Burns & McDonnell Engineering Company, Inc., which is on file in the office of the Purchasing Agent, in the amount of One Hundred Forty-Five Thousand Forty-Eight and 0/100 ($145,048.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to $579,644.00.

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

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

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

PASSED AND APPROVED this the 30th day of September, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: Ingrid Rex

CITY OF DENTON TEXAS DENTON

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush
Marcella Lunn

Docusign Envelope ID: 83EF08D8-6DD2-4ED2-9E6B-7E5240DFA282

Docusign City Council Transmittal Coversheet

PSA	7804-015
File Name	Maximo Support Specialist, Amendment 1
Purchasing Contact	Christa Christian
City Council Target Date	SEPTEMBER 30, 2025
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	25-1690

DS
LH

Docusign Envelope ID: 83EF08D8-6DD2-4ED2-9E6B-7E5240DFA282

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND BURNS & MCDONNELL ENGINEERING COMPANY, INC.,
PSA 7804-015

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7804-015 ("Amendment") by and between the City of Denton, Texas ("City") and BURNS & MCDONNELL ENGINEERING COMPANY, INC., ("Engineer"); to that certain contract executed on November 19, 2024, in the original not-to-exceed amount of $434,596 (the "Agreement"); for services related to Project Support Services - Maximo Support Specialist.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $145,048.00 with this Amendment for an aggregate not-to-exceed amount of $579,644.00 and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to Project Support Services - Maximo Support Specialist are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A" to this Amendment, attached hereto and incorporated herein for all purposes a total fee, including reimbursement for non-labor expenses an amount not to exceed $145,048.00.

2. This Amendment modifies the Agreement amount to provide an additional $145,048 for the additional services with a revised aggregate not to exceed total of $579,644.00.

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

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 09/30/2025.

"City"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by: Sara Hensley 5236DB296270423...
AUTHORIZED SIGNOR, TITLE

ATTEST:

By: Signed by: Ingrid Rex F116805422D0464...
Ingrid Rex Deputy City Secretary

"Engineer"

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

By: DocuSigned by: Robb Montgomery 1D20F5C9DDF04AD...
AUTHORIZED SIGNOR, TITLE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by: Antonio Puente, Jr. E3760944C2BE4B5...
SIGNATURE

Antonio Puente, Jr.
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Docusign Envelope ID: 83EF08D8-6DD2-4ED2-9E6B-7E5240DFA282

EXHIBIT A

Change Order 01

Maximo Support Specialist

Project Support Services

Submitted To: Denton Municipal Electric

Date: May 20th, 2025

Submitted by

Robb Montgomery

Director - 1898 & Co.

Phone Number: 1 (816) 708-6119

E-mail: robb.montgomery@1898andco.com

Submitted to

Denton Municipal Electric

Procurement Contact: Monica Salcedo

Phone Number

E-mail: monica.salcedo@cityofdenton.com

Docusign Envelope ID: 83EF08D8-6DD2-4ED2-9E6B-7E5240DFA282

CHANGE ORDER NO. 7804-015-01

For Contract between CITY OF DENTON. TEXAS and Burns & McDonnell, Engineering Company Inc.

Project Name: 7804-015 Maximo Support Specialist - Project Support Services

BMcD Project No.: 178019

Client: CITY OF DENTON, TX

Contract: 7804-015

PO: 209207

The below noted modification(s) to subject Contract are directed by CITY OF DENTON, TEXAS and accepted by Burns & McDonnell (Supplier) (any applicable attachments are specifically identified):

This Change Order between CITY OF DENTON, TEXAS and Burns & McDonnell reflects mutually agreed changes made to the project scope and term.

The following scope of services has been mutually agreed to between CITY OF DENTON, TEXAS and Burns & McDonnell, Engineering Company Inc.

Denton Municipal Electric ("DME") has requested 1898 & Co. to perform enhancements and provide technical support services for Maximo (MAS Manage). This involves supporting the DME's ongoing implementation of MAS Manage. The Supplier resources will work on behalf of DME to provide technical support, including defect remediation, configuration, testing, and migrations to help DME and its system implementation partner achieve the project objectives.

Supplier Maximo Solution Architects and Maximo Consultants will provide the following services:

- Develop solutions for assigned defects and enhancements, including requirements, process flows and design documents
- Prepare schedule for assigned defects and enhancements, as required
- Thoroughly test fixes & enhancements in lower environments prior to migrating to production
- Support business users to facilitate UAT testing of the solution
- Track and address issues raised, or changes requested by business users during UAT or post-production, and resolve them
- Assist with training material preparation and training users as required
- Prepare a release document with detailed deployment steps for production deployment
- Support the deployment of the solution (application and infrastructure) to the production environment
- Develop and maintain the technical design and deployment documents as per the changes
- Communicate issues related to architecture, design and technical implementation to DME
- Review detailed technical and deployment specifications provided by DME and/or System Implementation partner
- Coordinating with other project and technical leads to verify that cross-project technical and solution dependencies and impacts are identified and managed appropriately

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- Perform and support other project-related tasks as required by the project
- Open and manage cases with IBM for product-related issues and clarifications
- Provide a weekly/monthly status report to DME project stakeholders

The Supplier will provide the above services per the schedule shown below. This schedule aligns with the current overall project schedule

Additional estimated hours and fees associated with this change order are summarized below.

Details	Price Estimate
Professional Services Total Fees	**$145,048**
Total Expenses	**$0**
Total Cost	**$145,048**

Professional services hours will be charged using the following rate classifications:

Scope	Role	Hourly Rate	Estimated Hours	Estimated Project Fees
System Integration Services	Senior EAM Solution Architect	$289	500	$144,500
System Integration Services	Project Support	$137	4	$548
Total				**$145,048**

The revised Contract Price is:

Original Contract Price (1,500 hours) ….	$	434,596.00
Total net amount of this Change Order (T/M) (500 hours)	$	145,048.00
Current Contract Price, including this Change Order (2,000 hours)	$	579,644.00

The overall Project Schedule will not be impacted as a result of this change order.

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

Term

There is no change in the project dates. This change order follows the term of the original contract.

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Intending to be legally bound, Client and Supplier have caused their duly authorized representatives to execute this Change Order 1 in the space provided below.

Client/Accepted and Agreed: **Denton Municipal Electric**	**Supplier/Accepted and Agreed:** **Burns & McDonnell Engineering Company, Inc.**
By: _____	By: _____
Printed Name: _____	Printed Name: Robert Montgomery
Title: _____	Title: Director
Date: _____	Date: May 20th, 2025

Docusign Envelope ID: 83EF08D8-6DD2-4ED2-9E6B-7E5240DFA282

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.**

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5 DocuSigned by:
Robb Montgomery
1D20F5C9DDF04AD...
Signature of vendor doing business with the governmental entity

8/25/2025
Date

Docusign Envelope ID: 83EF08D8-6DD2-4ED2-9E6B-7E5240DFA282

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: 83EF08D8-6DD2-4ED2-9E6B-7E5240DFA282
Status: Completed
Subject: Please DocuSign: City Council Contract 7804-015 - Maximo Support Specialist, Amendment 1
Source Envelope:
Document Pages: 9
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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

Record Tracking

Status: Original
8/20/2025 11:17:49 AM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 8/20/2025 11:54:19 AM Viewed: 8/20/2025 11:54:31 AM Signed: 8/20/2025 11:54:46 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: 8/20/2025 11:54:48 AM Viewed: 8/21/2025 8:23:09 AM Signed: 8/21/2025 8:23:38 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 8/21/2025 8:23:41 AM Viewed: 8/22/2025 5:43:00 PM Signed: 8/22/2025 5:44:05 PM
Robb Montgomery robb.montgomery@1898andco.com Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/7/2022 9:49:52 AM ID: 2f536dcb-77b8-4e6f-b64e-23c45613f34c	DocuSigned by: Robb Montgomery 1D20F5C9DDF04AD... Signature Adoption: Pre-selected Style Using IP Address: 45.22.105.57	Sent: 8/22/2025 5:44:08 PM Viewed: 8/25/2025 11:05:19 AM Signed: 8/25/2025 11:07:56 AM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/25/2025 11:23:15 AM ID: 2c710bfa-15d7-455f-9276-554c2b45f7fc	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 2600:100d:b00a:c5c2:cb5:7c9:8c95:793 Signed using mobile	Sent: 8/25/2025 11:07:59 AM Viewed: 8/25/2025 11:23:15 AM Signed: 8/25/2025 11:23:39 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 8/25/2025 11:23:41 AM Viewed: 10/1/2025 9:21:03 AM Signed: 10/1/2025 9:21:18 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/1/2025 9:21:21 AM Viewed: 10/1/2025 9:45:44 AM Signed: 10/1/2025 9:46:12 AM
Ingrid Rex Ingrid.Rex@cityofdenton.com Deputy City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  F116805422D0464... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/1/2025 9:46:16 AM Viewed: 10/1/2025 8:06:23 PM Signed: 10/1/2025 8:06:53 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/20/2025 11:54:48 AM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/25/2025 11:23:42 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/1/2025 8:06:55 PM
Jerry Looper jerry.looper@cityofdenton.com Exe Manager System Operations/Compliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/30/2025 8:25:25 AM ID: 08261530-2fa0-4ee3-8cc8-70b76ce18231	COPIED	Sent: 10/1/2025 8:06:56 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/20/2025 11:54:19 AM
Certified Delivered	Security Checked	10/1/2025 8:06:23 PM
Signing Complete	Security Checked	10/1/2025 8:06:53 PM
Completed	Security Checked	10/1/2025 8:06:56 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

Required hardware and software

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

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

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

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND BURNS & MCDONNELL ENGINEERING COMPANY, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 19, 2024, IN THE NOT-TO-EXCEED AMOUNT OF $434,596.00; AMENDED BY AMENDMENT 1 APPROVED BY CITY COUNCIL; SAID SECOND AMENDMENT TO PROVIDE ADDITIONAL PROJECT SUPPORT SERVICES AND MAXIMO SUPPORT SPECIALISTS FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7804-015 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $601,448.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,181,092.00).

WHEREAS, on November 19, 2024, by Ordinance No. 24-2217, the City awarded a contract to Burns & McDonnell Engineering Company, Inc., in the amount of $434,596.00, to provide project support services and Maximo support specialists for Denton Municipal Electric; and

WHEREAS, on September 30, 2025, City Council awarded a First Amendment to Burns & McDonnell Engineering Company, Inc., in the amount of $145,048.00, to provide project support services and Maximo support specialists for Denton Municipal Electric; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, increasing the amount of the contract between the City and Burns & McDonnell Engineering Company, Inc., which is on file in the office of the Purchasing Agent, in the amount of Six Hundred One Thousand Four Hundred Forty-Eight and 0/100 ($601,448.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to $1,181,092.00.

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

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

Scott Bray
Deputy City Attorney

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Docusign Envelope ID: FAD90F82-E786-416A-BC03-100F4E11C13F

Docusign City Council Transmittal Coversheet

PSA	7804-015
File Name	Maximo Specialist, Amendment 2
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: FAD90F82-E786-416A-BC03-100F4E11C13F

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND BURNS & MCDONNELL ENGINEERING COMPANY, INC.,
PSA 7804-015

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 7804-015 ("Amendment") by and between the City of Denton, Texas ("City") and BURNS & MCDONNELL ENGINEERING COMPANY, INC., ("Engineer"); to that certain contract executed on November 19, 2024, in the original not-to-exceed amount of $434,596 (the "Original Agreement"); amended on September 30, 2025 in the additional amount of $145,048 aggregating a not-to-exceed amount of $579,644.00 (the "First Amendment") (Collectively, the Original Agreement and the First Amendment are the "Agreement"); for services related to Project Support Services - Maximo Support Specialist.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $601,448.00 with this Amendment for an aggregate not-to-exceed amount of $1,181,092.00 and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to Project Support Services - Maximo Support Specialist are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A" to this Amendment, a total fee, including reimbursement for non-labor expenses an amount not to exceed $601,448.00.

2. This Amendment modifies the Agreement amount to provide an additional $601,448 for the additional services with a revised aggregate not to exceed total of $1,181,092.00.

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

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

"City"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

CASSEY OGDEN, INTERIM CITY MANAGER

ATTEST:

By: _____

"Engineer"

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

By: Signed by: Ben Frericks 3EA6D29B9B3749A... _____

AUTHORIZED SIGNOR, TITLE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by: Antonio Puente, Jr. E3760944C2BE4B5... SIGNATURE

Antonio Puente, Jr.
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Docusign Envelope ID: FAD90F82-E786-416A-BC03-100F4E11C13F

EXHIBIT A

Change Order 02

Maximo Support Specialist

Project Support Services

Submitted To: Denton Municipal Electric

Date: December 22th, 2025

Submitted by

Robb Montgomery

Director - 1898 & Co.

Phone Number: 1 (816) 708-6119

E-mail: robb.montgomery@1898andco.com

Submitted to

Denton Municipal Electric

Procurement Contact: Monica Salcedo

Phone Number

E-mail: monica.salcedo@cityofdenton.com

Docusign Envelope ID: FAD90F82-E786-416A-BC03-100F4E11C13F

CHANGE ORDER NO. 7804-015-02
For Contract between CITY OF DENTON. TEXAS and Burns & McDonnell, Engineering Company Inc.

Project Name: 7804-015 Maximo Support Specialist - Project Support Services

BMcD Project No.: 178019

Client: CITY OF DENTON, TX

Contract: 7804-015

PO: 209207

The below noted modification(s) to subject Contract are directed by CITY OF DENTON, TEXAS and accepted by Burns & McDonnell (Supplier) (any applicable attachments are specifically identified):

This Change Order between CITY OF DENTON, TEXAS and Burns & McDonnell reflects mutually agreed changes made to the project scope and term.

The following scope of services has been mutually agreed to between CITY OF DENTON, TEXAS and Burns & McDonnell, Engineering Company Inc.

Denton Municipal Electric ("DME") has requested 1898 & Co. to perform enhancements and provide technical support services for Maximo (MAS Manage). This involves supporting the DME's ongoing implementation of MAS Manage. The Supplier resources will work on behalf of DME to provide technical support, including defect remediation, configuration, testing, and migrations to help DME and its system implementation partner achieve the project objectives.

Supplier Maximo Solution Architects and Maximo Consultants will provide the following services:

- Develop solutions for assigned defects and enhancements, including requirements, process flows and design documents
- Prepare schedule for assigned defects and enhancements, as required
- Thoroughly test fixes & enhancements in lower environments prior to migrating to production
- Support business users to facilitate UAT testing of the solution
- Track and address issues raised, or changes requested by business users during UAT or post-production, and resolve them
- Assist with training material preparation and training users as required
- Prepare a release document with detailed deployment steps for production deployment
- Support the deployment of the solution (application and infrastructure) to the production environment
- Develop and maintain the technical design and deployment documents as per the changes
- Communicate issues related to architecture, design and technical implementation to DME
- Review detailed technical and deployment specifications provided by DME and/or System Implementation partner
- Coordinating with other project and technical leads to verify that cross-project technical and solution dependencies and impacts are identified and managed appropriately

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- Perform and support other project-related tasks as required by the project
- Open and manage cases with IBM for product-related issues and clarifications
- Provide a weekly/monthly status report to DME project stakeholders

The Supplier will provide the above services per the schedule shown below. This schedule aligns with the current overall project schedule

Additional estimated hours and fees associated with this change order are summarized below.

Details	Price Estimate
Professional Services Total Fees	**$591,448**
Total Expenses	**$10,000**
Total Cost	**$601,448**

Professional services hours will be charged using the following rate classifications:

Name	Role	Rate Card Level	Hours	Rate	Total
Robb Montgomery	Program Director / Delivery Lead	Director	88	$ 412	$ 36,256
Ganesh Murai	Sr. Solution Architect	Consultant	1,040	$ 318	$ 330,720
Barry Palakodety	Sr. Solution Architect	Consultant	700	$ 318	$ 222,600
Kathi Wiseman	Analyst	Project Support	12	$ 156	$ 1,872
				Subtotal	$ 591,448
				Estimated Expenses	$ 10,000
				Total Project Fees and Expenses	$ 601,448

The revised Contract Price is:

Original Contract Price (1,500 hours)	$ 434,596.00
Total net amount of change Order 1 (T/M) (500 hours)	$ 145,048.00
Total net amount of this Change Order (T/M) (1,840 hours)	$ 601,448.00
Current Contract Price, including this Change Order 2 (3,840 hours)	$ 1,181,092.00

The overall Project Schedule will not be impacted as a result of this change order.

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

Term

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Intending to be legally bound, Client and Supplier have caused their duly authorized representatives to execute this Change Order 2 in the space provided below.

Client/Accepted and Agreed:
Denton Municipal Electric

By: _____

Printed Name: _____

Title: _____

Date: _____

Supplier/Accepted and Agreed:
Burns & McDonnell Engineering Company, Inc.

By: Signed by: Ben Frericks 3EA6D29B9B3749A...

Printed Name: Robert Montgomery

Title: Director

Date: 4/2/2026

Docusign Envelope ID: FAD90F82-E786-416A-BC03-100F4E11C13F

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.**

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5 Signed by: Ben Frericks
3EA6D29B9B3749A...
Signature of vendor doing business with the governmental entity

4/2/2026
Date

Docusign Envelope ID: FAD90F82-E786-416A-BC03-100F4E11C13F

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.

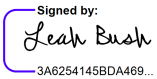
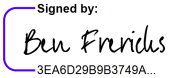
Certificate Of Completion

Envelope Id: FAD90F82-E786-416A-BC03-100F4E11C13F
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Signatures: 5
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.104

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3/26/2026 3:11:27 PM
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Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 3/26/2026 3:17:21 PM Viewed: 3/26/2026 3:21:45 PM Signed: 3/26/2026 3:22:07 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	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/26/2026 3:22:10 PM Viewed: 3/26/2026 3:26:35 PM Signed: 3/26/2026 3:27:02 PM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/26/2026 3:27:05 PM Viewed: 3/30/2026 9:44:28 AM Signed: 3/30/2026 10:55:10 AM
Ben Frerichs ben.frerichs@1898andco.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/2/2026 7:03:14 AM ID: 881480a7-b66a-4391-a861-2d4eab74bdf4	Signed by:  3EA6D29B9B3749A... Signature Adoption: Pre-selected Style Using IP Address: 141.193.16.157	Sent: 3/30/2026 10:55:13 AM Viewed: 4/2/2026 7:03:14 AM Signed: 4/2/2026 7:04:43 AM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/2/2026 8:29:08 AM ID: 4c89ca66-7485-4b5a-adb7-7efc4e328460	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 2600:100c:b2af:975c:1ce6:bed9:d8b2:c023 Signed using mobile	Sent: 4/2/2026 7:04:46 AM Viewed: 4/2/2026 8:29:08 AM Signed: 4/2/2026 8:29:26 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: 4/2/2026 8:29:29 AM
Cassey Ogden Cassey.Ogden@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: 3/26/2026 3:22:10 PM
Robb Montgomery robb.montgomery@1898andco.com Director Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/30/2026 10:55:13 AM Viewed: 3/30/2026 10:56:15 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Accepted: 9/7/2022 9:49:52 AM ID: 2f536dcb-77b8-4e6f-b64e-23c45613f34c		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/2/2026 8:29:29 AM Viewed: 4/2/2026 8:56:49 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/31/2026 7:25:37 AM ID: ecd65beb-83e8-4ae5-a578-f2f89d36b3e9		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2026 3:17:21 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

Required hardware and software

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

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

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

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

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

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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 5, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Anixter Inc., amending the contract approved by City Council on March 21, 2023, in the not-to-exceed amount of $1,125,000.00; said first amendment to continue to supply concrete streetlight and aggregate poles for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (IFB 8191 – providing for an additional first amendment expenditure amount not-to-exceed $281,250.00, with the total contract amount not-to-exceed $1,406,250.00). The Public Utilities Board recommends approval (5 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

This increase for Anixter Inc. is needed to provide restoration of and service to customers and is based on current supply chain issues being experienced across the electric utility industry and Denton Municipal Electric (DME).

Denton's current inventory of concrete poles is at levels reserved for normal, daily electric service operational responsibilities and emergency response. For new construction, DME prioritizes concrete streetlight and aggregate poles on a first-come, first-served basis for customers and developers who have inspections and permits complete. DME has forty projects designed and released to construction or ready to be released for construction. DME has another 128 projects currently in the design phase. When contract 8191 was created, the new standard utilized for concrete poles on Hunter ranch was not created. This caused more purchases in the last fiscal year than originally expected.

Project Description	Estimated Expenditure
Original Contract	$1,125,000.00
Amendment 1 – NTE Increase	281,250.00
Total	$1,406,250.00

Approval of this increase, with a one-time not-to-exceed increase of $281,250, allows DME to better position its utility concrete pole inventory for service and minimize the growing backlog of utility concrete pole orders. DME is preparing to present a new solicitation to the Solicitation Review Committee (SRC) in

June. Following SRC approval, this initiative will proceed through the standard procurement cycle, which is expected to take approximately four (4) to six (6) months from SRC review to contract award.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 23, 2021, City Council approved the contract with Anixter Inc. (Ordinance 23-589).

On April 27, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award Amendment No. 1 with Anixter Inc., to continue the supply of concrete streetlights and aggregate poles for Denton Municipal Electric, in a not-to-exceed amount of $281,250, for a total amended contract amount of $1,406,250.

PRINCIPAL PLACE OF BUSINESS

Anixter Inc.
Denton, TX

ESTIMATED SCHEDULE OF PROJECT

This contract will expire on March 21, 2028.

FISCAL INFORMATION

These items are funded out of the Distribution Center Capital Budget account 800100.6801. Requisitions will be entered on an as-needed basis. The total amendment amount of this contract is $1,406,250.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance and Contract
Exhibit 3: Ordinance and Amendment 1

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

For information concerning this acquisition, contact: Randy Key, 940-349-7665.

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

ORDINANCE NO. 23-589

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ANIXTER INC., FOR CONCRETE STREET LIGHTS AND CONCRETE AGGREGATE POLES FOR THE DENTON MUNICIPAL ELECTRIC DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (IFB 8191 – AWARDED TO ANIXTER INC., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEARS NOT-TO-EXCEED AMOUNT OF $1,125,000.00).

WHEREAS, the City has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described bids are the lowest responsible bids for the materials, equipment, supplies, or services as shown in the "Bid Proposals" submitted therefore; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following competitive bids for the materials, equipment, supplies, or services as described in the "Bid Invitations", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned hereto, are hereby accepted and approved as being the lowest responsible bids:

BID NUMBER	VENDOR	AMOUNT
8191	Anixter Inc.	$1,125,000.00

SECTION 2. That the acceptance and approval of the above competitive bids shall not constitute a contract between the City and the person submitting the bid for such items, and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Bid Invitations, Bid Proposals, and related documents.

SECTION 3. Should the City and the winning bidder(s) wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the bids, the City

Manager, or their designated representative, is hereby authorized to execute a written contract, which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Bid Proposal and related documents, and to extend that contract as determined to be advantageous to the City of Denton.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Jesse Davis and seconded by Chris Watts. This ordinance was passed and approved by the following vote [5 - 0]:

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

PASSED AND APPROVED this the 21st day of March, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY _____

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2023.03.01 16:08:39 -06'00'

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Docusign City Council Transmittal Coversheet

IFB	8191
File Name	Concrete Poles
Purchasing Contact	Christa Christian
City Council Target Date	MARCH 21, 2023
Piggy Back Option	Yes
Contract Expiration	MARCH 21, 2028
Ordinance	23-589

DS

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND ANIXTER INC.
(Contract #8191)

THIS CONTRACT is made and entered into this date 03/21/2023, by and between ANIXTER INC. a Delaware Corporation whose address is 1550 N. Western Blvd., STE 160, Denton, Texas 76207, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products in accordance with the City's IFB # 8191 – Concrete Poles, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's IFB 8191 – Concrete Poles **(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. **(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 agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott

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energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

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

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

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

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

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

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CONTRACTOR

BY: DocuSigned by: Kolter Newton AB7E607422774A7...
AUTHORIZED SIGNATURE

Printed Name: Kolter Newton

Title: ISR

806-678-5008
PHONE NUMBER

KNewton@wescodist.com
EMAIL ADDRESS

___2023 - 987683
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: DocuSigned by: Sara Hensley 5236DB296270423...
SARA HENSLEY, CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

DocuSigned by: Antonio Puente E3760944C2BF4B5...
SIGNATURE

Antonio Puente
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

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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 three (3) years, 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 $1,125,000. Pricing shall be per Exhibit E attached.

7. Delivery Lead Time

35’ poles – 14-18 weeks after receipt of order/approval drawings
20’ poles – 18-20 weeks after receipt of order/approval drawings

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.

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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 or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all 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, this Contract shall be effective as of the date the 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 Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and 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 Supplemental Terms and Conditions. Unless otherwise stated in the 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 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.

9. **PLACE AND CONDITION OF WORK**: 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**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

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

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

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

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

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

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate 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, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

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 the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

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 damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. 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 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 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 nor removal fees 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 terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by

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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 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 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 City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 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.
B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to 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 in a DBE/MBE/WBE agreed to 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

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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, and shall contain provisions that:

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

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

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

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

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

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

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

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the 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 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 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.

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.

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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 Solicitation, 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.

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, the warranty period shall be at least one 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.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above

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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 after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

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

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and 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.

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28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause 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.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer 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 49. 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. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS,**

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EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

DocuSign Envelope ID: 4F8143FA-64FC-4BCA-9C79-DC1D81C20250

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

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35. **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.

36. **NO WARRANTY BY CITY 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. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. **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 Agreement, 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.

38. **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

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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 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 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 37 above.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission,

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percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

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

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

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. 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

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merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

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

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:

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

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

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participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving
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 his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State,

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or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror 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

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Certificate".

57. **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.

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

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

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent 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. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent 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 Respondent's omission or breach of this Section.

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

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

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64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent 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 Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent 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.

65. **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.

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

67. **RECORDS RETENTION:** The Respondent 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 Respondent 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 Respondent 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.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Contractor terms and conditions**

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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

						WESCO Utility (WESCO Distribution, Inc) Anixter Inc.
						Total Price
Line #	**Description**	**Mfgr**	**Mfgno**	**QTY**	**UOM**	**Unit**
Product Proposal Pricing (PRICING SHALL INCLUDE ALL COSTS TO DELIVER GOODS AS SPECIFIED F.O.B DESTINATION):						
1	POLE, CONCRETE 35 FT. STREETLIGHT Pole (Smooth WHITE Finish)	Lonestar Prestress	351101	125	EA	$862.50
2	POLE, EXPOSED AGGREGATE 20 FT. TYPE I, Waterford Series, Pre-stressed Concrete Street Light Pole	Lonestar Prestress	W20004-SJB	125	EA	$898.60

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EXHIBIT F

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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.**

Anixter, Inc.

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5

KOLTER NEWTON — 2/15/2023

Signature of vendor doing business with the governmental entity — Date

DocuSign

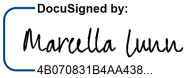
Certificate Of Completion

Envelope Id: 4F8143FA64FC4BCA9C79DC1D81C20250
Status: Completed
Subject: Please DocuSign: City Council Contract 8191 Concrete Poles
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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

Record Tracking

Status: Original
2/24/2023 10:26:59 AM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian christa.christian@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: 2/24/2023 10:32:28 AM Viewed: 2/24/2023 10:32:42 AM Signed: 2/24/2023 10:32:48 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: 2/24/2023 10:32:53 AM Viewed: 2/24/2023 12:56:18 PM Signed: 2/24/2023 12:58:28 PM
Marcella Lunn marcella.lunn@cityofdenton.com Mack Reinwand 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: 2/24/2023 12:58:34 PM Viewed: 2/24/2023 1:31:46 PM Signed: 2/24/2023 1:36:04 PM
Kolter Newton KNewton@wescodist.com ISR Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/24/2023 2:05:16 PM ID: 3638814a-b7f8-4576-8698-1351354b861e	DocuSigned by:  AB7E607422774A7... Signature Adoption: Pre-selected Style Using IP Address: 165.225.32.255	Sent: 2/24/2023 1:36:10 PM Viewed: 2/24/2023 2:05:16 PM Signed: 2/24/2023 2:28:21 PM

Signer Events	Signature	Timestamp
Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Antonio Puente E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 2/24/2023 2:28:27 PM Viewed: 2/25/2023 5:59:32 PM Signed: 2/25/2023 5:59:48 PM
Electronic Record and Signature Disclosure: Accepted: 2/25/2023 5:59:32 PM ID: 9f77dfb9-355a-4165-bf85-4e283c8dfd20		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.104	Sent: 2/25/2023 5:59:57 PM Viewed: 3/21/2023 3:32:53 PM Signed: 3/21/2023 3:33:06 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/21/2023 3:33:09 PM Viewed: 3/21/2023 3:35:25 PM Signed: 3/21/2023 3:35:31 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/21/2023 3:35:35 PM Viewed: 3/21/2023 4:01:21 PM Signed: 3/21/2023 4:01:45 PM
Electronic Record and Signature Disclosure: Accepted: 3/21/2023 4:01:21 PM ID: ebc9a77a-8934-4f86-883e-fba0b8351e89		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/24/2023 10:32:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/25/2023 5:59:53 PM Viewed: 2/27/2023 8:04:02 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/21/2023 4:01:48 PM
Randall A. Key randy.key@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/21/2023 2:57:09 PM ID: 6708759c-78f4-449d-b608-cdab2b5e52f1	COPIED	Sent: 3/21/2023 4:01:50 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/24/2023 10:32:28 AM
Certified Delivered	Security Checked	3/21/2023 4:01:21 PM
Signing Complete	Security Checked	3/21/2023 4:01:45 PM
Completed	Security Checked	3/21/2023 4:01:50 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

Required hardware and software

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

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

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

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND ANIXTER INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON MARCH 21, 2023, IN THE NOT-TO-EXCEED AMOUNT OF $1,125,000.00; SAID FIRST AMENDMENT TO CONTINUE TO SUPPLY CONCRETE STREETLIGHT AND AGGREGATE POLES FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (IFB 8191 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $281,250.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,406,250.00).

WHEREAS, on March 21, 2023, City Council awarded a contract to Anixter Inc. in the amount of $1,125,000.00, for concrete street lights and concrete aggregate poles for the Denton Municipal Electric Department; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Anixter Inc., which is on file in the office of the Purchasing Agent, in the amount of Two Hundred Eighty-One Thousand Two Hundred Fifty and 0/100 ($281,250.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to $1,406,250.00.

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

The motion to approve this ordinance was made by _____ and seconded by _____. 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 _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 30D50045-1A8C-4551-A2FB-45E82DB62A46

Docusign City Council Transmittal Coversheet

IFB	8191
File Name	Concrete street lights and concrete aggregate poles, NTE Amendmemt
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 30D50045-1A8C-4551-A2FB-45E82DB62A46

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND ANIXTER INC.

THIS FIRST AMENDMENT TO CONTRACT 8191 (this "Amendment") by and between the City of Denton, Texas ("City") and ANIXTER INC. ("Contractor") to that certain contract executed on March 21, 2023, in the original not-to-exceed amount of $1,125,000 (the "Agreement"); for services related to the **supply concrete streetlight and aggregate poles for Denton Municipal Electric.**

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $**281,250** with this First Amendment for an aggregate not-to-exceed amount of $**1,406,250**; and

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement amount to provide an additional $281,250 for additional services and materials to be provided in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of $1,406,250.

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

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

Docusign Envelope ID: 30D50045-1A8C-4551-A2FB-45E82DB62A46

"CONTRACTOR"
ANIXTER INC.

By: Signed by: _____ SR SALES MANAGER
7F5680624DD64BA...
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

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

Signed by: Antonio Puente, Jr. Antonio Puente, Jr.
E3760944C2BF4B5...
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Docusign Envelope ID: 30D50045-1A8C-4551-A2FB-45E82DB62A46

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.**

Anixter Inc.

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5 Signed by:

7F5680624DD64BA...
Signature of vendor doing business with the governmental entity

4/8/2026
Date

Docusign Envelope ID: 30D50045-1A8C-4551-A2FB-45E82DB62A46

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.

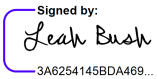
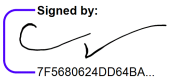
Certificate Of Completion

Envelope Id: 30D50045-1A8C-4551-A2FB-45E82DB62A46
Status: Sent
Subject: Please DocuSign: City Council Contract 8191 - Concrete Pole, NTE Increase
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
2/20/2026 1:48:43 PM
Holder: Christa Christian
Christa.Christian@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian Christa.Christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 2/27/2026 8:44:30 AM Viewed: 2/27/2026 8:44:40 AM Signed: 2/27/2026 8:44:49 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 2/27/2026 8:44:51 AM Viewed: 2/27/2026 10:48:36 AM Signed: 2/27/2026 10:49:16 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/27/2026 10:49:18 AM Resent: 3/4/2026 4:33:59 PM Viewed: 3/9/2026 10:30:56 AM Signed: 3/9/2026 10:38:50 AM
CHRISTIAN VALERO christian.valero@anixter.com SR SALES MANAGER Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/31/2026 10:29:04 AM ID: 5057faa1-b448-4bbd-a460-6d0e90ae69d4	 Signature Adoption: Drawn on Device Using IP Address: 2600:1700:1470:9060:5cd6:561:6a26:3c10 Signed using mobile	Sent: 3/9/2026 10:38:53 AM Resent: 3/18/2026 1:46:46 PM Resent: 3/23/2026 8:10:17 AM Resent: 3/23/2026 11:03:04 AM Resent: 3/30/2026 9:08:41 AM Resent: 3/31/2026 10:26:51 AM Resent: 4/7/2026 10:18:37 AM Resent: 4/8/2026 11:53:58 AM Viewed: 4/8/2026 12:29:05 PM Signed: 4/8/2026 12:31:25 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. Antonio.Puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/8/2026 12:55:19 PM ID: 6cb2ec9a-91d2-4796-94ca-02cc6196a512	Signed by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/8/2026 12:31:28 PM Viewed: 4/8/2026 12:55:19 PM Signed: 4/8/2026 12:55:44 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/8/2026 12:55:46 PM
Cassey Ogden Cassandra.ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/8/2026 1:54:59 PM ID: 340a475e-310b-4faa-9f53-7aa86cf19153		
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: 2/27/2026 8:44:52 AM
Cassie Henault Cassie.Henault@anixter.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/31/2026 12:17:45 PM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/8/2026 12:55:46 PM Viewed: 4/9/2026 8:31:41 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Randy Key randy.key@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/8/2026 8:33:14 AM ID: 5519becf-d7bf-48cf-9717-6cd939122fdc		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/27/2026 8:44:30 AM
Envelope Updated	Security Checked	3/6/2026 3:00:06 PM
Envelope Updated	Security Checked	3/6/2026 3:00:06 PM
Envelope Updated	Security Checked	3/23/2026 11:03:02 AM
Envelope Updated	Security Checked	3/23/2026 11:03:02 AM
Envelope Updated	Security Checked	3/31/2026 10:26:50 AM
Envelope Updated	Security Checked	3/31/2026 10:26:50 AM
Envelope Updated	Security Checked	3/31/2026 12:17:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

Required hardware and software

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

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

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

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

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

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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: May 5, 2026

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 extension with Curtco, Inc., through April 26, 2027, to continue the crack sealing services for the Streets Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 7572 – extending a contract with Curtco, Inc., to April 26, 2027).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The City of Denton Streets Department initiated a contract for crack sealing services to accelerate the preventative maintenance program for pavement. Crack sealing is a crucial maintenance activity for asphalt pavements. It involves placing an adhesive sealant into cracks on the pavement surface to prevent moisture from infiltrating through the pavement and penetrating into the subgrade, causing pavement failure. It is a cost-effective pavement preservation treatment that can slow pavement's deterioration and extend pavement life by three to five years. A crack-sealed road can be opened to traffic almost immediately. Crack sealing treatment is most effective when it is applied in spring and fall, and weather delays are common, leading to the request for additional time to utilize the contract.

This extension to the contract will be sufficient to accommodate the planned crack seal maintenance through April 2027, allowing Streets Department staff to continue this key street maintenance activity for an additional year.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 26, 2021, City Council approved a contract with Curtco Inc., in the not-to-exceed amount of $2,900,000 (Ordinance 21-758).

RECOMMENDATION

Award a contract extension with Curtco, Inc., to continue the crack sealing services for the Streets Department, in a not-to-exceed amount of $2,900,000, until April 26, 2027.

PRINCIPAL PLACE OF BUSINESS

Curtco, Inc.
Center Point, TX

ESTIMATED SCHEDULE OF PROJECT

This contract will expire on April 26, 2027.

FISCAL INFORMATION

These services will be funded through using department's budget on an as-needed basis. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance and Contract
Exhibit 3: Ordinance and Amendment 1

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

For information concerning this acquisition, contact: Denis Qualls, 940-349-8783.

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

ORDINANCE NO. 21-758

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE A CONTRACT WITH CURTCO, INC., FOR CRACK SEALING SERVICES FOR THE STREET DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7572 – AWARDED TO CURTCO, INC., IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $2,900,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the Supply of Crack Sealing Services for the Street 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, 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
7572	Curtco, Inc.	$2,900,000.00

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 Deb Armintor and seconded by Jesse Davis. The ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Birdia Johnson, District 1:	✓			
Connie Baker, District 2:	✓			
Jesse Davis, District 3:	✓			
John Ryan, District 4:	✓			
Deb Armintor, At Large Place 5:	✓			
Paul Meltzer, At Large Place 6:	✓			

PASSED AND APPROVED this the 27th day of April, 2021.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____

Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton, dc=codad, ou=Department Users and Groups, ou=General Government, ou=Legal, cn=Marcella Lunn, email=Marcella.Lunn@cityofdenton.com
Date: 2021.04.02 15:13:42 -05'00'

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Docusign City Council Transmittal Coversheet

RFP	7572
File Name	Crack & Sealing Services
Purchasing Contact	Erica Garcia
City Council Target Date	April 27, 2021
Piggy Back Option	Yes
Contract Expiration	April 27, 2026
Ordinance	21-758

DS
LH

DocuSign Envelope ID: 6DB2E669-1C81-4519-9B3F-49F6C4FC1E31

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CURTCO, INC.
(CONTRACT 7572)

THIS CONTRACT is made and entered into this date 04/27/2021, by and between Curtco, Inc. a Texas Corporation whose address is 6133 Highway 27, Center Point, TX 78010-5596, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document RFP # 7572 Crack Sealing, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 7572 **(Exhibit "B" on File at the Office of the Purchasing Agent);**
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Insurance Requirements **(Exhibit "D");**
(e) Contractor's Proposal **(Exhibit "E")**;
(f) Certificate of Interested Parties Electronic Filing **(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 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign

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

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CONTRACTOR

DocuSigned by:
BY: Curtis Wheatcraft
AA5E0126D4834BF...
AUTHORIZED SIGNATURE

Printed Name: Curtis Wheatcraft

Title: President

830-634-3434
PHONE NUMBER

6133 Hwy 27
EMAIL ADDRESS

Center Point, TX 78010

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

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

DocuSigned by:
ethan cox
A834A5DEA3407...
SIGNATURE

ethan cox
PRINTED NAME

General Manager of Public Works
TITLE

Public Works
DEPARTMENT

DocuSigned by:
BY: Sara Hensley
6236DB296270423...
SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

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

Contract # 7572

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount
The contract total for services shall not exceed $2,900,000. Pricing shall be per Exhibit E attached.

2. Contract Terms

The contract term will be five (5) years, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

3. Price Escalation and De-escalation

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

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

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

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.

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4. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

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Exhibit C
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 or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all 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, this Contract shall be effective as of the date the 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 Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and 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.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be

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shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the 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 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.

9. **PLACE AND CONDITION OF WORK**: 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**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

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

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

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed

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any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

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

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate 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, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received

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in Accounts Payable, whichever is later.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

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 the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

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 damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. 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 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 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 nor removal fees 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 terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

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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 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 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 City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 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.
B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to 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 in a DBE/MBE/WBE agreed to 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

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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, and shall contain provisions that:

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

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

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

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

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

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

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

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the 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 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 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.

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 Solicitation, to any samples furnished by the Contractor, to the terms, covenants and

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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.

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, the warranty period shall be at least one 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.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such

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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 after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

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

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and 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.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause 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

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the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer 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 49. 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. **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**

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RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law

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or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: 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.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents

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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. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. **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 Agreement, 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.

38. **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

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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 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 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 37 above.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding

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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.

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

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

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. 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.

46. **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.

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

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:
A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would

DocuSign Envelope ID: 6DB2E669-1C81-4519-9B3F-49F6C4FC1E31

refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**
A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual

DocuSign Envelope ID: 6DB2E669-1C81-4519-9B3F-49F6C4FC1E31

orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.
B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror 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".

57. **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.

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

DocuSign Envelope ID: 6DB2E669-1C81-4519-9B3F-49F6C4FC1E31

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

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent 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. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent 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 Respondent's omission or breach of this Section.

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

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

64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent 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 Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar

DocuSign Envelope ID: 6DB2E669-1C81-4519-9B3F-49F6C4FC1E31

days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. **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.

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

67. **RECORDS RETENTION:** The Respondent 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 Respondent 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 Respondent 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.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Supplier terms and conditions**

DocuSign Envelope ID: 6DB2E669-1C81-4519-9B3F-49F6C4FC1E31

Exhibit D
INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

DocuSign Envelope ID: 6DB2E669-1C81-4519-9B3F-49F6C4FC1E31

- ***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 marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products

DocuSign Envelope ID: 6DB2E669-1C81-4519-9B3F-49F6C4FC1E31

and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[X] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **$500,000.00** combined bodily injury and property damage per occurrence with a **$1,000,000.00** aggregate.

[ ] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

DocuSign Envelope ID: 6DB2E669-1C81-4519-9B3F-49F6C4FC1E31

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Environmental Liability Insurance**

Environmental liability insurance for $1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than $_____ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

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ATTACHMENT 1

[ ] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any overage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

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1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the contractor:

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a. a certificate of coverage, prior to the other person beginning work on the project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor’s failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

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	RFP 7572			Vendor	Curtco Inc.
	EXHIBIT E			City & State	Center Point, TX
Line #	Description	QTY	UOM		Unit
1	**PRICING SHEET FOR ANNUAL CRACK SEAL SERVICES PRICING SHALL INCLUDE ALL COSTS TO PROVIDE SERVICES AS SPECIFIED**				
2	Asphalt Pavement [Clean Seal (squeegee) method]	260000	LB		$1.80
3	Concrete [Route Seal Method]	50000	Linear Feet		**$1.30**
4	Install backer road in cracks 1" or larger	2000	Linear Feet		$0.65
5	Deploy Portable Message boards	30	Day		$125.00

DocuSign Envelope ID: 6DB2E669-1C81-4519-9B3F-49F6C4FC1E31

Exhibit F
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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Exhibit G

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.** Curtco, Inc.

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5 DocuSigned by: Curtis Wheatcraft

Signature of vendor doing business with the governmental entity

4/1/2021

Date

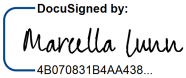
Certificate Of Completion

Envelope Id: 6DB2E6691C8145199B3F49F6C4FC1E31
Status: Completed
Subject: Please DocuSign: City Council Contract 7572 Crack and Sealing Services
Source Envelope:
Document Pages: 34
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Erica Garcia
901B Texas Street
Denton, TX 76209
erica.garcia@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
3/30/2021 4:40:09 PM
Holder: Erica Garcia
erica.garcia@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Erica Garcia erica.garcia@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.104	Sent: 3/30/2021 4:41:12 PM Viewed: 3/30/2021 4:41:25 PM Signed: 3/30/2021 4:42:10 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 3/30/2021 4:42:13 PM Viewed: 3/31/2021 7:30:15 AM Signed: 3/31/2021 7:30:49 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 68.185.202.16	Sent: 3/31/2021 7:30:52 AM Viewed: 3/31/2021 10:26:18 AM Signed: 3/31/2021 10:28:46 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Curtis Wheatcraft cwheatcraft@aol.com President Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 209.182.240.161	Sent: 3/31/2021 10:28:48 AM Viewed: 3/31/2021 2:38:32 PM Signed: 4/1/2021 6:30:00 AM
Electronic Record and Signature Disclosure: Accepted: 3/31/2021 2:38:32 PM ID: d0ec207a-8022-4345-9efd-0ea15c4767ae		

Signer Events	Signature	Timestamp
ethan cox ethan.cox@cityofdenton.com General Manager of Public Works Security Level: Email, Account Authentication (None)	DocuSigned by: ethan cox A83AA619E7314D7...	Sent: 4/1/2021 6:30:04 AM Viewed: 4/2/2021 9:23:32 AM Signed: 4/2/2021 9:23:38 AM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Accepted: 8/7/2018 4:24:18 PM ID: feebacc3-151e-47bb-af6d-be8889ffcb35		
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.104	Sent: 4/2/2021 9:23:42 AM Viewed: 4/28/2021 9:36:47 AM Signed: 4/28/2021 9:37:19 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423...	Sent: 4/28/2021 9:37:22 AM Viewed: 4/28/2021 9:44:45 AM Signed: 4/28/2021 9:44:58 AM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Rosa Rios 1C5CA8C5E175493...	Sent: 4/28/2021 9:45:01 AM Viewed: 4/28/2021 9:46:36 AM Signed: 4/28/2021 9:47:06 AM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	
Electronic Record and Signature Disclosure: Accepted: 4/28/2021 9:46:36 AM ID: 633f7a51-c15d-45f5-a099-5e97ede918d4		

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 Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/30/2021 4:42:13 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/2/2021 9:23:42 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/2/2021 9:23:42 AM Viewed: 4/2/2021 9:30:14 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/28/2021 9:47:09 AM
Robbin Webber robin.webber@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/28/2021 9:47:10 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/30/2021 4:41:12 PM
Certified Delivered	Security Checked	4/28/2021 9:46:36 AM
Signing Complete	Security Checked	4/28/2021 9:47:06 AM
Completed	Security Checked	4/28/2021 9:47:10 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

Required hardware and software

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

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

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

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT EXTENSION WITH CURTCO, INC., THROUGH APRIL 26, 2027, TO CONTINUE THE CRACK SEALING SERVICES FOR THE STREETS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7572 – EXTENDING A CONTRACT WITH CURTCO, INC., TO APRIL 26, 2027).

WHEREAS, Ordinance 21-758 authorized a contract to Curtco, Inc. for crack sealing services for the Streets Department, which is on file in the office of the Purchasing Agent; and

WHEREAS, the staff having recommended, and the City Manager having recommended to the City Council that an extension to the existing purchasing authority approved by Ordinance 21-758 be authorized between the City and Curtco, Inc., to expire on April 26, 2027; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The authority to receive services from Curtco, Inc., authorized by Ordinance 21-758, is hereby extended under RFP 7572 to April 26, 2027.

SECTION 3. The City Council delegates the authority to the City Manager to take any actions that may be required or permitted to be performed by the City of Denton under RFP 7572 to the City Manager or their designee.

SECTION 4: This ordinance shall become effective immediately upon its passage and approval.

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

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

Scott Bray
Deputy City Attorney

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Docusign Envelope ID: 28B5C38F-C634-40E3-A351-25382420BCAD

Docusign City Council Transmittal Coversheet

RFP	7572
File Name	Crack Sealing Services
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 28B5C38F-C634-40E3-A351-25382420BCAD

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND **CURTCO, INC**

THIS FIRST AMENDMENT TO CONTRACT 7572 (this "Amendment") by and between the City of Denton, Texas ("City") and Curtco, Inc ("Contractor") to that certain contract executed on April 27, 2021, in the original not-to-exceed amount of $2,900,000 (the "Agreement"); for services related to Crack Sealing

WHEREAS, Contractor has substantially completed he work called for in the Agreement, and the City deems it necessary to futher exand the services provided by Conractor to the City, and to provide an additional one (1) year term with this Amendment.

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

This Amendment modifies the Agreement amount to provide an additional one (1) year term for additional services and materials to be provided in accordance with the terms of the Agreement. The term of the Agreement is extended until **April 27, 2027.**

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

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

Docusign Envelope ID: 28B5C38F-C634-40E3-A351-25382420BCAD

"CONTRACTOR"
Curtco, Inc.

By: DocuSigned by: Curtis Wheatcraft President
AA5E0126...
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

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

Signed by: Stephen D. Gay Stephen D. Gay
SIGNATURE PRINTED NAME

General Manager
TITLE

Water Utilities and Street operations.
DEPARTMENT

Docusign Envelope ID: 28B5C38F-C634-40E3-A351-25382420BCAD

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.**

Curto, Inc.

2

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

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

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

n/a

Name of Officer

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

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

[ ] Yes [X] No

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

[ ] Yes [X] No

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

[ ] Yes [X] No

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

n/a

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

5

DocuSigned by:
Curtis Wheatcraft
AA5E01261CA849F...

Signature of vendor doing business with the governmental entity

4/7/2026

Date

Docusign Envelope ID: 28B5C38F-C634-40E3-A351-25382420BCAD

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: 28B5C38F-C634-40E3-A351-25382420BCAD
Status: Sent
Subject: Please DocuSign: City Council Contract 7572 Crack Seal 1-Year Extension
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

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

Record Tracking

Status: Original
4/7/2026 9:20:22 AM
Holder: Gabby Leeper
Gabby.Leeper@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Gabby Leeper Gabby.Leeper@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 4/7/2026 9:21:36 AM Viewed: 4/7/2026 9:21:45 AM Signed: 4/7/2026 9:23:18 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/7/2026 9:23:20 AM Viewed: 4/7/2026 9:29:21 AM Signed: 4/7/2026 9:31:54 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/7/2026 9:31:56 AM Viewed: 4/7/2026 10:03:06 AM Signed: 4/7/2026 10:12:54 AM
Curtis Wheatcraft cwheatcraft@aol.com President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/7/2026 1:25:09 PM ID: f4f52354-02af-4a06-acd4-f41f3cc48b3e	DocuSigned by: Curtis Wheatcraft AA5E01261CA849F... Signature Adoption: Pre-selected Style Using IP Address: 168.182.48.75	Sent: 4/7/2026 10:12:56 AM Viewed: 4/7/2026 1:25:09 PM Signed: 4/7/2026 1:33:05 PM

Signer Events	Signature	Timestamp
Stephen D. Gay Stephen.Gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/7/2026 3:15:00 PM ID: d7946500-ef9e-40e7-8ad2-ad51afe29226	Signed by: Stephen D. Gay FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/7/2026 1:33:08 PM Viewed: 4/7/2026 3:15:00 PM Signed: 4/7/2026 3:15:34 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 4/7/2026 3:15:37 PM
Cassey Ogden Cassey.Ogden@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: 4/7/2026 9:23:20 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/7/2026 3:15:37 PM Viewed: 4/8/2026 2:39:37 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2026 9:21:36 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

Required hardware and software

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

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

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

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

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

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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: May 4, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton granting the Downtown Denton Foundation a noise exception for the Denton Historic Bar Tour on Saturday, May 16, 2026, from 4:30 p.m. to 7:30 p.m. at Steve's Wine Bar, located at 111 Industrial Street; and providing an effective date.

BACKGROUND

The Denton Historic Bar Tour is organized by the Denton Main Street Association and features a guided tour of downtown establishments led by a docent that will guide the guests through newly renovated spaces. During the event participants will enjoy live music and be able to purchase picnic style food at the participating venues. This event anticipates a crowd of approximately 250 people.

The Downtown Denton Foundation requests an exception to the noise ordinance with respect to sound levels from 70 dba to 75 dba on Saturday, May 16, 2026, at Steve's Wine Bar, located at 111 Industrial Street, Denton, TX, 76201.

RECOMMENDATION

Staff recommend approval.

ESTIMATED SCHEDULE OF PROJECT

N/A

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

N/A

FISCAL INFORMATION

The Downtown Denton Foundation does not receive co-sponsorship funding for this event.

BID INFORMATION

N/A

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Prepared by:
Autumn Natalie
Parks and Recreation

Respectfully submitted by:
Allison Wing
Interim Parks and Recreation Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING THE DOWNTOWN DENTON FOUNDATION A NOISE EXCEPTION FOR THE DENTON HISTORIC BAR TOUR ON SATURDAY, MAY 16, 2026, FROM 4:30 P.M. TO 7:30 P.M. AT STEVE'S WINE BAR, LOCATED AT 111 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 Downtown 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 Denton Historic Bar Tour, on Saturday, May 16, 2026, from 4:30 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 Downtown Denton Foundation 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 Denton Historic Bar Tour at Steve's Wine Bar on Saturday, May 16, 2026, from 4:30 p.m. to 7:30 p.m.

2. The Downtown Denton Foundation 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 Downtown Denton Foundation agrees to cease using amplified loudspeakers on Saturday, May 16, 2026, no later than 7:30 p.m.

4. Under no circumstances shall the Downtown Denton Foundation employ the use of amplified loudspeakers past 7:30 p.m. on Saturday, May 16, 2026.

5. Under no circumstances shall the Downtown Denton Foundation 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. The Director of Parks and Recreation may approve modifications to the dates and times of the events.

7. 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.

8. 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 Denton Historic Bar Tour on Saturday, May 16, 2026, at 7:30 p.m., 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 _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Technology Services

ACM: Christine Taylor

DATE: May 5, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute an interlocal agreement with the Town of Little Elm, under the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to authorize the City of Denton to provide public safety radio subscriber support services and fire alerting support services to the Town of Little Elm; and declaring an effective date.

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The purpose of this interlocal agreement (ILA) is to establish the terms under which the City of Denton (Denton) will provide public safety radio subscriber support and fire alerting services to the Town of Little Elm (Little Elm), and to set forth the compensation that Little Elm will pay Denton for said services. Little Elm shall pay Denton an annual support fee of $2.50 per month per subscriber unit for all active radio IDs. This ILA is intended to define the cooperative framework, expectations, and service standards between both parties to ensure the reliable and continuous operation of Little Elm's public safety communications and alerting systems.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

N/A

RECOMMENDATION

Award a contract with the Town of Little Elm that allows the City of Denton to provide radio support services.

PRINCIPAL PLACE OF BUSINESS

Town of Little Elm
Little Elm, TX 75068

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval.

FISCAL INFORMATION

This agreement does not have any fiscal or budgetary costs to the City of Denton. The Town of Little Elm will pay the City of Denton an annual support fee.

EXHIBITS

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

Respectfully submitted:
Michael Deegan, 940-349-7823
Chief Technology Officer

For information concerning this acquisition, contact: Stephanie Padgett 940-349-8199.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF LITTLE ELM, UNDER THE INTERLOCAL COOPERATION ACT, TEXAS GOVERNMENT CODE, CHAPTER 791, TO AUTHORIZE THE CITY OF DENTON TO PROVIDE PUBLIC SAFETY RADIO SUBSCRIBER SUPPORT SERVICES AND FIRE ALERTING SUPPORT SERVICES TO THE TOWN OF LITTLE ELM; AND DECLARING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1**.** The City Manager, or their designee, is hereby authorized to execute the Interlocal Agreement with the Town of Little Elm under Chapter 791 of the Texas Government Code, a copy of which is attached hereto and incorporated by reference herein (the "Agreement").

SECTION 2. 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 and the Agreement to the City Manager of the City of Denton, or their designee.

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

The motion to approve this ordinance was made by _____ and seconded by _____. 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 _____, 2026.

_____

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____
Scott Bray
Deputy City Attorney

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF DENTON, TEXAS, AND TOWN OF LITTLE ELM, TEXAS

FOR RADIO SUBSCRIBERS AND FIRE ALERTING SUPPORT SERVICES

THIS AGREEMENT is made and entered into by and between the City of Denton, a Texas home-rule municipal corporation ("Denton") and the Town of Little Elm, a Texas home-rule municipal corporation ("Little Elm"), acting herein through their duly authorized agents, officers, and employees. Denton and Little Elm are sometimes referred to herein individually as a "Party" and collectively as the "Parties.

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq. (the "Act") which authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the Parties have agreed that this Agreement would serve a public benefit and be beneficial to carry out the performance of governmental functions for the promotion and protection of the health and welfare of citizens of each party hereto, and full cooperation between Denton and Little Elm is necessary to achieve the best service with the least possible expenditure of public funds: and

WHEREAS, Denton and Little Elm are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens, and

WHEREAS, Denton provides Radio subscriber services and fire alerting support to the City of Denton Police and Fire Departments and has the capacity to service other municipalities; and

WHEREAS, Little Elm has investigated and determined that it would be advantageous, efficient, and beneficial to Little Elm and its inhabitants to have Denton provide radio subscriber support services and fire alerting support services to Little Elm; and

WHEREAS, Little Elm desires to engage Denton, and Denton desires to be engaged by Little Elm, to provide radio subscriber services and fire alerting support services as set forth in this Agreement; and

WHEREAS, the governing bodies of Denton and Little Elm desire to foster good will and cooperation between the two entities; and

WHEREAS, Denton and Little Elm find that the compensation to be paid herein is in an amount that fairly compensates the performing Party for the services or functions provided herein; and

WHEREAS, Denton and Little Elm deem it to be in the best interest of both entities to enter into this Agreement;

NOW THEREFORE, the Parties, for mutual consideration stated herein, agree and understand, as follows:

1.0 INCORPORATION OF RECITALS

All matters and recitations stated in the preamble to this Agreement are true and correct and are hereby incorporated by reference into the provisions of this Agreement for all purposes.

2.0 PURPOSE:

The purpose of this Agreement is to establish the terms under which the Denton will provide radio subscriber support services and fire alerting support services, as further defined in Section 3.0 below, to Little Elm, and to set forth the compensation that Little Elm will pay to Denton for said services.

This Agreement is intended to define the cooperative framework, expectations, and service standards between both Parties to ensure the reliable and continuous operation of Little Elm's public safety communications and alerting systems.

This Agreement provides for the following objectives of the Parties:

To promote an efficient and acceptable response time addressing outages, service interruptions, or equipment failures impacting mission-critical communication systems.

To provide quality, responsive customer service in support of both end-user Motorola radio operations and fire department alerting equipment.

To enhance interoperability and communication reliability between public safety agencies served by both Parties.

To establish clear lines of responsibility and accountability regarding equipment maintenance, troubleshooting, repair coordination, and reporting.

To ensure the continued operational readiness and dependability of Little Elm's public safety radio and alerting systems through preventative and corrective maintenance.

To foster collaboration between Denton and Little Elm in maintaining high standards of technical performance, operational efficiency, and system integrity.

To support public safety personnel by minimizing downtime and ensuring rapid restoration of critical communication and alerting systems during emergencies.

3.0 SCOPE OF SERVICES:

3.1 General Scope of Services

Denton shall provide technical support, troubleshooting, maintenance coordination, and related communication system support to ensure the continued reliability, safety, and operational effectiveness of Little Elm's Motorola radio and fire department alerting systems. All services provided by Denton shall be performed in a timely, professional, and workmanlike manner

consistent with accepted industry standards. Exhibit A provides the terms of use related to this Section 3.

3.2 Motorola Radio Support

- Denton shall provide Motorola portable and mobile radio functionality troubleshooting, programming, and minor repairs, using spare parts owned by Little Elm.
- Denton shall perform diagnostics to identify system or hardware issues and implement corrective measures within its authorized capabilities.
- Denton shall facilitate further radio repair with Motorola or a Motorola-authorized dealer when issues exceed local repair capability. Denton shall coordinate shipment, testing, warranty claims, and repair tracking on behalf of Little Elm.
- Denton shall maintain a record of all radio service activity, including unit ID, issue description, resolution method, and date of completion.
- Denton shall provide in-vehicle and in-field Motorola radio support and testing to ensure continued operational readiness of equipment installed in emergency vehicles.
- Denton shall make minor on-site repairs utilizing any materials or spare parts owned by Little Elm, provided such materials are available and suitable for the repair.

3.3 Fire Department Alerting System Support

- Denton shall provide in-field support for Little Elm's Fire Department alerting system, including functionality troubleshooting, component programming, and hardware replacement.
- Denton shall assist in identifying failures or degradation of system performance and coordinate with the manufacturer or vendor for repair, testing, and warranty replacement as needed.
- Denton shall verify proper operation of alerting components after any service or configuration change and document results for Little Elm's records.
- Denton shall provide guidance to Little Elm regarding preventative maintenance practices to minimize service disruptions.

3.4 Preventative Maintenance and Monitoring

- Denton shall assist in developing and maintaining a preventative maintenance schedule for both radio and alerting systems.
- Upon request, Denton shall review system logs, performance metrics, or incident reports to identify recurring issues or potential system weaknesses.
- Denton shall provide technical consultation and recommendations for system upgrades, firmware updates, or component replacements that enhance reliability and compatibility with regional systems.

3.5 Response Times and Service Availability

- Denton shall make reasonable efforts to respond to reported service issues within mutually agreed-upon response times based on the severity of the outage or failure.
- Priority shall be given to issues that directly affect emergency response or operational safety.
- Denton shall communicate with Little Elm designated personnel regarding the status of all service requests, expected completion times, and any anticipated delays.

3.6 Exclusions

- Denton shall not be responsible for the purchase or procurement of new radio or alerting system equipment, software licenses, or infrastructure components. Little Elm shall obtain such equipment independently from its chosen vendors.
- Denton shall not be liable for manufacturer defects, system failures caused by third-party vendors, or damage resulting from misuse or unauthorized modifications.

3.7 Documentation and Reporting

- Denton shall maintain records of all service calls, repairs, and maintenance actions performed under this Agreement.
- A summary of services rendered, including time spent and materials used, shall be made available to Little Elm upon request or on a quarterly basis.
- Denton shall provide recommendations for long-term system improvements, hardware lifecycle planning, and training opportunities to support Little Elm's operational needs.

3.8 Service Level and Communication Protocol

- **Point of Contact:** Both Parties shall each designate a primary and secondary point of contact (POC) for service coordination, communication, and authorization of repair activities. Each POC shall be responsible for initiating, tracking, and closing service requests.
- **Reporting Procedures:** Little Elm shall report issues, outages, or support requests to Denton via the designated communication channel (e.g., email, phone, or service ticket system). Requests shall include a description of the issue, affected equipment, and urgency level.
- **Response and Escalation:** Denton shall acknowledge receipt of service requests within one (1) business day for non-critical issues and within two (2) hours for critical or system-wide failures affecting public safety operations, as determined by Denton. Issues unresolved within established response timeframes shall be escalated to supervisory personnel from both Parties.
- **Availability:** Denton shall provide routine support services during normal business hours, Monday through Friday, excluding City-observed holidays. Emergency support outside of normal hours shall be coordinated through the designated emergency contact procedure.
- **Status Updates:** Denton shall provide regular updates on service progress for open issues and shall notify Little Elm immediately upon completion of any critical system repair or when additional vendor involvement is required.
- **Annual Review:** Representatives from both Parties shall meet at least once per year to review service performance, response times, system reliability, and potential improvements to procedures or equipment.

3.9 Performance Metrics

- **System Uptime:** Denton shall endeavor to maintain operational uptime of 99% or greater for all supported communication and alerting systems under normal operating conditions, excluding planned maintenance and vendor-related outages.
- **Response Time Targets:**
    - Critical system failures (impacting dispatch or emergency response): response within 2 hours.
    - High-priority issues (degraded but functional systems): response within 1 business day.
    - Routine support or programming requests: response within 3 business days.

- **Resolution Targets:** Denton shall use best efforts to resolve reported issues within 72 hours of acknowledgment when parts and vendor support are readily available. Complex issues requiring manufacturer assistance may extend beyond this timeframe but shall include regular status updates.
- **Reporting:** Denton shall provide Little Elm with a quarterly performance report summarizing service requests received, response and resolution times, system reliability data, and any significant outages or repairs.
- **Continuous Improvement:** Both Parties shall collaborate to review service performance data annually to identify opportunities for improvement, equipment standardization, and enhanced service delivery methods.

3.10 Optional Services

At the request of Little Elm and subject to mutual agreement in writing through an amendment to this Agreement, Denton may provide additional services beyond the scope of this Agreement. Such services shall be scheduled and performed as resources allow and may include, but are not limited to:

- Specialized programming or configuration of radio or alerting systems.
- Technical training for Little Elm personnel in radio system operation, maintenance, or troubleshooting.
- Assistance with equipment installation or system upgrades, including vehicle radio or console installations.
- System performance assessments, optimization projects, or infrastructure expansion planning.
- Consulting services related to communications planning, technology selection, or grant application support.
- Coordination of large-scale firmware or software updates for radio and alerting systems.

Any optional service provided by Denton shall be documented in writing and authorized by both Parties prior to commencement. Compensation, timelines, and specific deliverables for such services shall be separately negotiated and attached to this Agreement as an amendment hereto.

4.0 TERM, RENEWAL, AND TERMINATION

4.1 Term of Agreement

This Agreement shall become effective upon execution by the City Manager of the City of Denton and the authorized representative of the Town of Little Elm (the "Effective Date"). Unless otherwise terminated as provided herein, this Agreement shall remain in full force and effect for an initial term of **one (1) year** from the Effective Date.

4.2 Renewal

Upon mutual written agreement of the Parties, this Agreement may be renewed for additional one (1) year terms under the same terms and conditions, or as otherwise modified and agreed to in writing by both Parties prior to the expiration of the then-current term. The renewal shall be documented by written amendment or extension executed by authorized representatives of both Parties.

4.3 Termination for Convenience

Either Party may terminate this Agreement for convenience and without cause by providing **ninety (90) calendar days' written notice** to the other Party. Such termination shall not relieve either Party of any payment or performance obligations incurred prior to the effective date of termination.

4.4 Termination for Cause; Suspension of Service

Either Party may terminate this Agreement for cause in the event of a material breach by the other Party. The non-breaching Party shall provide written notice specifying the nature of the breach and shall allow a **thirty (30) calendar day** period for the breaching Party to cure the default. If the breach is not cured within such period, the non-breaching Party may terminate this Agreement immediately upon written notice. Denton may suspend access or terminate immediately if Little Elm fails to remit full payment within thirty (30) days of the due date or engages in misuse of the Radio System. Denton may also suspend access immediately in the event of a security breach, operational emergency, or system integrity issue. Service will be restored as soon as conditions permit.

4.5 Funding Out Clause

This Agreement is subject to the appropriation of funds by each Party. In the event sufficient funds are not appropriated by either governing body to continue payment under this Agreement, the Party unable to perform due to lack of funding may terminate this Agreement upon written notice to the other Party. Such termination shall be effective on the last day of the fiscal period for which appropriations were received.

4.6 Effect of Termination

Upon termination or expiration of this Agreement:

- Each Party shall promptly return any property, materials, or equipment belonging to the other Party.
- All pending invoices for services rendered up to the date of termination shall be submitted by Denton and paid by Little Elm in accordance with the payment terms set forth in **Exhibit B**.
- Denton shall provide reasonable assistance to ensure a smooth transition of services, if requested by Little Elm.

5.0 COMPENSATION AND PAYMENT

5.1 Compensation Structure

Little Elm shall compensate Denton for services rendered under this Agreement as described in **Exhibit B – Compensation Schedule**. Compensation shall be based on the number of active radio subscribers registered on the regional radio system and on any additional services performed as mutually agreed upon in writing.

5.2 Radio Subscriber Fees

Little Elm shall reimburse Denton for each active radio unit registered on the Radio System in accordance with the rates specified in **Exhibit B**. These rates are intended to recover Denton's proportional costs associated with system maintenance, technical support, and user access management.

5.3 Additional and Optional Services

- Any **Optional Services** requested by Little Elm under Section 2.10 shall be billed separately at the labor and materials rates established in **Exhibit B**, or at mutually agreed rates documented in writing prior to commencement of work.
- Denton shall obtain written authorization from Little Elm prior to performing any service that is outside the standard scope of this Agreement or that will result in additional costs.

5.4 Invoicing and Payment Schedule

- Denton shall issue invoices to Little Elm on a **quarterly basis**, or as otherwise mutually agreed in writing. Each invoice shall identify the billing period, the number of radios supported, and a summary of services performed.
- Payment shall be due **within thirty (30) calendar days** of Little Elm's receipt of an accurate and complete invoice.
- Payments shall be made via check, ACH, or other mutually acceptable form of payment to the address or account designated by Denton.
- Payments must be made from current revenues as required by Chapter 791 of the Government Code.

5.5 Late Payment and Dispute Resolution

- If any undisputed payment is not received within forty-five (45) days of the invoice date, Denton may, upon written notice, suspend non-critical services until payment is received.
- In the event of a billing dispute, Little Elm shall notify Denton in writing within fifteen (15) calendar days of receiving the invoice, specifying the nature of the dispute. Both Parties shall work in good faith to resolve the matter promptly. Little Elm shall remit payment for all undisputed amounts while the dispute is pending.

5.6 Cost Adjustments

- Denton reserves the right to review and adjust the service rates outlined in **Exhibit B** annually to reflect changes in operational costs, vendor pricing, or system maintenance expenses.
- Any proposed rate adjustment shall be provided to Little Elm in writing at least sixty (60) days prior to the effective date of the change and shall become effective only upon mutual written agreement of both Parties.

5.7 No Equipment Purchases by Denton

Little Elm acknowledges that it is not purchasing or leasing any radio or alerting system equipment through Denton under this Agreement. Little Elm shall procure its own equipment, components, and accessories directly from vendors of its choosing.

5.8 Records and Audit

Both Parties shall maintain complete and accurate records related to all transactions under this Agreement. Such records shall be retained for at least three (3) years following the expiration or termination of this Agreement and shall be made available for inspection or audit by either Party upon reasonable written notice.

6.1 LIABILITY AND IMMUNITY

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Denton nor Little Elm waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against the claims arising by third parties. The Parties to this Agreement agree that the exchanges and permitted uses described in this Agreement constitute payments in amounts that fairly compensate the other Party for the services and functions performed under this Agreement.

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any obligation or liability, or responsibility on behalf of or in the name of another Party hereto. Little Elm agrees and understands that Little Elm, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Denton. Denton agrees and understands that the Denton, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of Little Elm.

Little Elm shall be responsible for the acts, negligence, and/or omissions of all Little Elm, its employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with Little Elm.

Denton shall be responsible for the acts, negligence, and/or omissions of all its employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with Denton; provided, however, Denton is providing these services without warranty and Little Elm accepts all risk related to the services provided hereunder and agrees that Denton shall not be liable for damages related to the services except for reperforming work at no cost if it was not done in accordance with this agreement.

7.1 NOTICE

Notice shall be effective upon actual receipt (or upon posting of certified mail), if directed to the attention of the following individuals:

City Manager
City of Denton
215 E McKinney
Denton, Texas
76209

Town Manager
Town of Little Elm
100 W Eldorado Pkwy
Little Elm, Texas
75608

With Copies to:

Director
City of Denton
Technology Services
601 E. Hickory St
Denton, Texas 76205

8.1 MISCELLANEOUS PROVISIONS

Assignment. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

Authorization. Each Party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent that they have been properly authorized to sign on behalf of their governmental entity.

Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Entire Agreement. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only be written instrument signed by both parties.

Governing Law. This Agreement is entered into subject to the City Charter and Ordinances of the City of Denton as they may be amended from time to time and is subject to and is to be construed, governed, and enforce under all applicable State of Texas and Federal law. Little Elm enters into this Agreement subject to its policy and applicable laws of the State of Texas and the United States. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes including performance and execution.

Governmental Function. The provision of police, fire and emergency medical services, the radio communications that are essential thereto and the work and services described herein in connection therewith, are essential to the public health and safety of the citizens of both Parties and are governmental functions and services that each Party is authorized to perform individually. Each Party agrees that all monetary obligations of such Party under the terms of this Agreement shall be made

only from current revenues or other lawful funds appropriated and available for the performance of such obligations.

Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless doing so would undermine the purposes of the Agreement.

Survival of Obligations. Any provisions of this Agreement that by their nature are intended to survive termination or expiration, including but not limited to provisions relating to liability, indemnification, confidentiality, and payment of outstanding amounts due, shall survive such termination or expiration.

Third Party. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

Venue. This agreement will be governed and construed according to the laws of the State of Texas. This Agreement shall be performed in Denton County, Texas.

Waiver. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

EXECUTED in Duplicate originals and dated below.

CITY OF DENTON, TEXAS
Sara Hensley, City Manager

BY:_____

DATE: _____

TOWN OF LITTLE ELM, TEXAS
Matt Mueller, Town Manager

BY: _____

DATE: 3/17/26

ATEST:
LAUREN THODEN, CITY SECRETARY

BY:_____

DATE: _____

APPROVED AS TO LEGAL FORM:
CITY ATTORNEY

BY:_____

DATE:_____

EXHIBIT A

CATEGORY 1, TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

DEFINITIONS

For the purposes of this Agreement and the Terms of Use set forth herein, the following definitions shall apply:

- **"Console System"** means all hardware and software associated with any dispatch console or group of consoles operated by Little Elm that are connected to the Denton County Master Switch.
- **"Infrastructure Support Fee"** means the annual fee charged by the City of Denton to offset costs incurred in the operation and maintenance of the Radio System.
- **"Master Switch"** means the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect to operate on the Radio System. The Master Switch is currently located at the Denton County Jail facility.
- **"Over-The-Air Rekeying (OTAR)"** means the management and distribution of Subscriber Radio encryption keys via over-the-air data transmissions.
- **"OTAR Administration Fee"** means the annual fee charged by Denton County to offset costs associated with managing and supporting Subscriber Radio encryption keys through the Radio System's OTAR functions.
- **"Over-The-Air Programming (OTAP)"** means the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Radio System.
- **"Private Call"** means a feature that reserves channel resources for direct, one-to-one communication between two Subscriber Radios.
- **"Site Repeater System"** means the base stations, tower, shelter, and all site-specific hardware and software that provide radio coverage at a site connected to the Denton County Master Switch.
- **"Subscriber Unit"** means any radio device with a unique identification number that is programmed to operate on the Radio System, including but not limited to portable, mobile, and control station (desktop) radios.
- **"Talk Group"** means a specific group of Subscriber Radios authorized to communicate privately within that group over shared system resources.

TERMS OF USE

1. **System Maintenance**
   The City of Denton is responsible for installation and maintenance of the Radio System

infrastructure equipment unless otherwise stated in this Agreement.

2. **FCC Licensing**
   The City of Denton is the holder of the Federal Communications Commission (FCC) license(s) used for operation of the Radio System. This Agreement does not grant Little Elm any rights, title, or interest in those FCC license(s) or in the radio frequency spectrum.

3. **Coverage and Performance**
   The City of Denton makes no warranty, express or implied, regarding signal strength or radio coverage in any specific area. Little Elm is responsible for conducting coverage testing, including in-building and geographical testing, to determine expected radio performance.

4. **Equipment Ownership and Repair**
   Little Elm shall acquire, maintain, and fund all Subscriber Radios, consoles, and related equipment it utilizes. Denton shall perform programming and minor repairs within its capabilities. Little Elm shall:

   - Maintain an inventory of spare Subscriber Units.
   - Establish and maintain a Motorola repair account.
   - Authorize Denton to facilitate repairs, warranty claims, and vendor communication on its behalf.

5. **System Compatibility**
   All Subscriber Radios and consoles must comply with **Project 25 (P25)** standards as defined by the Telecommunications Industry Association. Unauthorized or incompatible devices may be disabled or removed from the Radio System.

6. **Approved Antennas**
   Little Elm shall use only manufacturer-approved antennas for its radio models. Use of "stubby" or non-standard antennas is discouraged and may result in reduced coverage for which Little Elm bears sole responsibility.

7. **Antenna Gain Limitation**
   Antenna gain greater than 3dB is prohibited for all mobile and consolette radios.

8. **System Interference**
   Denton shall use reasonable diligence to ensure no Little Elm device interferes with Radio System operations. Denton may deactivate, without prior notice, any device suspected of causing interference or system degradation. Any required testing or repairs shall be performed at Little Elm's expense.

9. **Authorized Use**
   Little Elm radios may be used for voice communications on the Radio System in accordance with this Agreement for as long as the Agreement remains in effect.

10. **Infrastructure Management**
    Denton retains sole discretion over system capacity and user additions. Denton may deny

new Subscriber Unit activations if additional loading would negatively impact system performance.

11. **Telephone Interconnect Prohibition**
    Little Elm is prohibited from connecting to the Public Switched Telephone Network (PSTN) or internal phone systems through any console patch or radio interface.
12. **Private Call Restrictions**
    Due to infrastructure limitations, Little Elm is prohibited from using the Private Call feature on the Radio System.

13. **Data Communications**
    Little Elm's data use shall be limited to OTAP functions. OTAP performance is not guaranteed. For programming changes affecting more than ten (10) Subscriber Radios, Little Elm must coordinate scheduling with Denton to minimize system impact.

14. **Encryption and OTAR**
    Use of OTAR for encryption key management is prohibited without prior written approval from Denton. Encryption key administration for OTAR functions shall be performed solely by Denton. Little Elm may use other encryption methods as approved by Denton.

15. **Talk Groups**
    Denton shall assign unique Talk Group IDs for Little Elm.

    - Talk Group names shall include a Little Elm-specific prefix.
    - Other agencies may not use Little Elm Talk Groups without written consent from Little Elm, filed with Denton.
    - Denton may limit the number of Talk Groups or disable them as necessary to maintain system integrity.

16. **Interoperable Communications Plan**
    Little Elm agrees to participate in the Denton County Interoperable Communications Plan and to include designated interoperable Talk Groups in its radio and console programming.

17. **Roaming and Interconnection**
    Roaming on external systems or use of Little Elm Talk Groups on interconnected trunked systems is prohibited without Denton's prior written approval. Roaming is limited to approved interoperable Talk Groups and may be disabled at Denton's discretion to prevent performance degradation.

18. **Alias Management**
    Once Little Elm assumes alias management capability, it will be solely responsible for maintaining its Subscriber Unit aliases. Denton will no longer administer aliases for Little Elm once this transition occurs.

19. **Fire Station Alerting Support**
    Denton shall support the Little Elm Fire Department's station alerting system through troubleshooting, configuration, and component replacement. Little Elm shall grant Denton

administrative access rights to facilitate testing and configuration.

20. **Alerting Equipment Maintenance**
    Little Elm shall acquire, maintain, and repair all Fire Department alerting equipment. Denton will provide programming and minor fixes within its capabilities.

- Little Elm shall maintain spare components including at least one (1) room remote, one (1) reader board, one (1) LED speaker, and one (1) outdoor speaker.
- Little Elm shall maintain a Motorola repair account for warranty or vendor repairs.
- Denton shall facilitate repairs, returns, and warranty replacements with manufacturers on Little Elm's behalf.

21. **Support Availability**
    Denton shall provide 24/7 emergency support for subscriber unit and Fire Department alerting system failures. Response times and incident classifications shall follow **Exhibit C – Denton Technology Services Service Management SOP**.

22. **Wave PTX Licensing**
    Little Elm shall be responsible for acquisition and subscription costs for Wave PTX (Motorola's radio application). Denton shall maintain and program Wave PTX licenses at Little Elm's request.

COMPLIANCE WITH LAWS

26. **Legal Compliance**
    Little Elm shall comply with all applicable Federal, State, and Local laws, ordinances, and FCC regulations governing radio communications. Little Elm shall ensure that all personnel, agents, and contractors comply with these requirements. Little Elm shall be solely responsible for any fines or penalties imposed on Denton resulting from improper or unlawful use of Little Elm's Subscriber Radios. Denton has no obligation to confirm that Little Elm is in compliance with any applicable law and Little Elm should independently confirm that the services and work by Denton comply with applicable law.

27. **Regulatory Actions**
    To comply with regulatory or legal mandates, Denton may be required to modify, reconfigure, or exchange Subscriber Radio equipment. Little Elm agrees to permit Denton to perform such actions on its behalf as necessary to ensure system compliance.

[End of Document]

EXHIBIT B

Compensation Schedule

APPLICABLE FEES, TERMINATION, AND REFUNDS

23. **Annual Support Fee**
    Little Elm shall pay Denton an annual Support Fee of **$2.50 per month per Subscriber Unit**, billed annually in advance for all active radio IDs.

    - Fees for newly issued Radio IDs shall be prorated based on the issuance date.
    - Invoices shall be issued at the beginning of each Denton fiscal year.
    - No refunds or credits shall be issued for radios removed from service during the fiscal year.

24. **Fee Adjustments**
    Denton may increase applicable fees at the start of each fiscal year to offset increased operational costs. Written notice shall be provided to Little Elm at least **60 days** in advance of any rate change unless less notice is given by Motorola Solutions regarding its cost adjustments, in which case the same shortened notice shall apply.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ICM: Cassey Ogden

DATE: May 5, 2026

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 from Residential 3 (R3) district to Residential 7 (R7) district on approximately 0.74 acres of land generally located on the northeast corner of Bolivar Street and Taliaferro Street, approximately 155 feet west of 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 for a severability clause and an effective date. The Planning and Zoning Commission voted (7-0) to recommend approval. Motion for approval by Chair Pruett and second by Commissioner Riggs (Z25-0018a, Denton Duplexes, Bryce Van Arsdale).

Jan 14, 2026 Planning and Zoning Commission on 2026-01-14 5:30 PM - Denton, TX

BACKGROUND

The applicant, Candy Whitaker of McAdams Company, has applied to rezone approximately 0.74 acres from Residential 3 (R3) Zoning District to Residential 7 (R7) Zoning District. The site is currently vacant with mature trees scattered throughout the site. There is no Environmentally Sensitive Area or wildlife corridor present on this site.

The subject property was developed as a single-family residence in 1955. After an initial zoning district of One-Family Dwelling District (SF-7) in 1969 the property was transitioned to Neighborhood Residential 3 (NR-3) in 2002. Following the implementation of the 2019 Denton Development Code, the property was reclassified in the Residential 3 (R3) zoning district. In March of 2025, it was determined that the single-family residence and accessory buildings were in a state of disrepair and the demolition of these buildings was approved by City Staff.

The applicant has submitted a conceptual site plan proposing the subdivision of the subject property into four parcels, each containing a duplex. While the applicant has indicated the intent is to develop the subject property as duplexes, if this change is approved any use permitted in the R7 District could be allowed (see Exhibit 9).

The surrounding properties are comprised of Residential 7 (R7) to the east, Residential 3 (R3) to the north, and Residential 4 (R4) to the west. Development in the vicinity is varied and includes single-family residences, duplexes, a religious facility, and multifamily. The Bolivar Street area has developed over time as a mixed residential neighborhood. The area was characterized by single-family homes developed in the 1940's, followed by phases of duplex development in 1971, 1995, and 2018. In addition to residential uses,

a small number of supporting uses such as churches and low-intensity commercial were developed beginning in the 1970's and continuing through 1995.

A full Staff Analysis is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

On January 14, 2026, the Planning and Zoning Commission held a public hearing and recommended approval of the rezoning request [7-0]. Several members of the community spoke in opposition during the public hearing; citing concerns related to density, parking, traffic, tree preservation, and building orientation.

During the discussion that followed, the Commissioners considered the following:

- The Commission requested confirmation regarding maximum allowed parking for the use and the developer's plan for parking regarding single-car garages. Staff stated that the 16 spaces proposed by the developer are in line with current DDC requirements for duplexes. It was noted that the site plan is not finalized and will be revised upon Staff review at future submittals.
- The Commission requested information from the developer regarding the total number of bedrooms planned. The applicant noted that the project is still in the design phase and no final layout has been decided upon.
- The Commission requested additional detail from Staff related to the development history of the area and the ongoing city-wide parking study. Staff informed the Commission that development of the single-family residences in the area began in the 1940's, with duplexes and quadplexes being developed in the 1970's, 1990's, and 2010's.
- The Commission requested further clarification about allowed uses within the R3 zoning district. Staff referred to the table of allowed uses, stating that R3 district allows for single-family residential and supporting uses such as schools, religious buildings, and agricultural uses.

The applicant stated that they will engage in ongoing neighborhood engagement in order to address concerns. Since the Public Hearing, no neighborhood meetings have been held, but the applicant has talked with individual property owners in order to discuss their concerns. The applicant has indicated that they plan to incorporate changes addressing neighbor concerns into their conceptual plans; this could include things such as adding additional parking spaces and increasing landscape buffers and tree preservation. It should be noted that since this request is for a straight zoning change from R3 to R7, any conceptual plans shown or discussed at the public hearing would not be adopted as part of the zoning ordinance. Changes to the plans intended to address neighborhood concerns could be proposed as part of a future Zoning Compliance Plan, but ultimately any plan that meets the minimum standards of the DDC could be approved.

OPTIONS

1. Recommend approval
2. Recommend denial
3. Postpone item

RECOMMENDATION

Staff recommends approval of the rezoning of approximately 0.74 acres from Residential 3 (R3) zoning district to a Residential 7 (R7) zoning district as it complies with the criteria in Section 2.4.5.E of the Denton Development Code for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
1969	City Council	Assigned One-Family Dwelling District (SF-7) zoning	Approved
2002	City Council	Citywide rezoning to Neighborhood Residential 3 (NR-3) zoning	Approved
April 10, 2019	City Council	Citywide rezoning to Residential 3 (R3)	Approved
January 14, 2026	Planning and Zoning Commission	Requested rezoning to R3	Recommended Approval [7-0]

PUBLIC OUTREACH:

The following public outreach efforts were done to meet legal notice requirements and to seek feedback from adjacent property owners and residents:

- On December 22, 2025, a total of two hundred and five (205) notices were mailed out to property owners near the subject property. Prior to the Planning and Zoning Commission meeting, Staff received 4 letters in opposition totaling 11.8% of the 200' buffer area.

- A notice was published on the City's website on December 23, 2025 and April 14, 2026.

- A notice was published in the Denton Record Chronicle on December 26, 2025 April 19, 2026.

- One sign was posted on the subject property on December 29, 2025.

- The applicant held two neighborhood meetings which were attended by a total of 2 residents in the area. Concerns were shared by the residents related to on-street parking and density.

- The applicant met with several individual property owners who spoke at the Planning and Zoning Commission's Public Hearing prior to requesting this item move forward to City Council.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

(Continued on next page)

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant's Project Narrative
Exhibit 4 - Project Site Location
Exhibit 5 - Future Land Use Map
Exhibit 6 - Existing Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Financial Impact Analysis
Exhibit 9 - Table of Allowed Uses
Exhibit 10 - Notification Map and Responses
Exhibit 11 - LLC Members list
Exhibit 12 - Draft Ordinance
Exhibit 13 - Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Bryce Van Arsdale
Assistant Planner

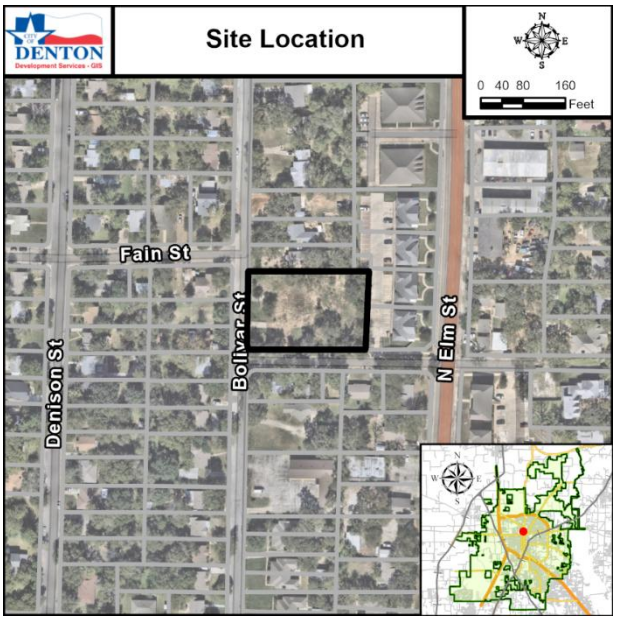
Planning Staff Analysis

Z25-0018a / Denton Duplexes Rezoning R3 to R7
City Council District #2

REQUEST:
Rezoning of approximately 0.74 acres from Residential 3 (R3) Zoning District to a Residential 7 (R7) Zoning District.

STAFF RECOMMENDATION:
Staff recommends **approval** of the rezoning of approximately 0.74 acres from R3 Zoning District to a R7 Zoning District as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

SITE DATA:



The subject property was initially developed as a single-family residence in 1955. After an initial zoning district of One-Family Dwelling District (SF-7) in 1969 the property was transitioned to Neighborhood Residential 3 (NR-3) in 2002. Following the implementation of the 2019 Denton Development Code, the property was reclassified in the Residential 3 (R3) zoning district. In March of 2025, it was determined that the single-family residence and accessory buildings were in a state of disrepair and the demolition of these buildings was approved by City Staff.

The property owner, 2306 Bolivar St an individual protected series of series of Elsi LLC, acquired the property in January of 2025 and has submitted a zoning change request to allow for the development of four duplexes. Should the zoning change be approved, the property owner will apply for a subdivision of the property in order to facilitate the duplex development. The R7 zoning district permits a variety of residential, public, institutional, religious, and commercial uses by right and with the approval a Specific Use Permit (SUP). See Exhibit 9 for a complete table of allowed uses.

The subject site is generally located on the northeast corner of Bolivar Street and Taliaferro Street, approximately 155 feet west of North Elm Street. Per the City's 2022 Mobility Plan, Bolivar Street is a north-south Residential Street and Taliaferro Street is an east-west Residential Street. The property is vacant at this time with 138 feet of frontage along Bolivar Street and 220 feet of frontage along Taliaferro Street. Previously, access to this property was granted via curb cuts on both Bolivar and Taliaferro Streets. The site contains an urban stand of protected trees but is otherwise not improved.

The City's maps reflect that no Environmentally Sensitive Area (ESA) or wildlife corridors are present on the subject lot.

SURROUNDING ZONING AND USES:

Northwest: Zoning: Bolivar Street Right of Way and R3 zoning district Use: Single-family residential	North: Zoning: R3 zoning district Use: Single-family residential	Northeast: Zoning: R7 zoning district Use: Duplex
West: Zoning: Bolivar Street Right of Way and R4 zoning district Use: Single-family residential	**SUBJECT PROPERTY**	East: Zoning: R7 zoning district Use: Duplex
Southwest: Zoning: Bolivar Street Right of Way and R3 zoning district Use: Single-family residential	South: Zoning: Taliaferro Street Right of Way and R3 zoning district Use: Single-family residential	Southeast: Zoning: R7 zoning district Use: Duplex

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 2.7.2.D of the DDC applies to this rezoning 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 zoning requests.

2. *Prior Approvals*

There are no prior approvals associated with this project.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*

The decision–making authority:

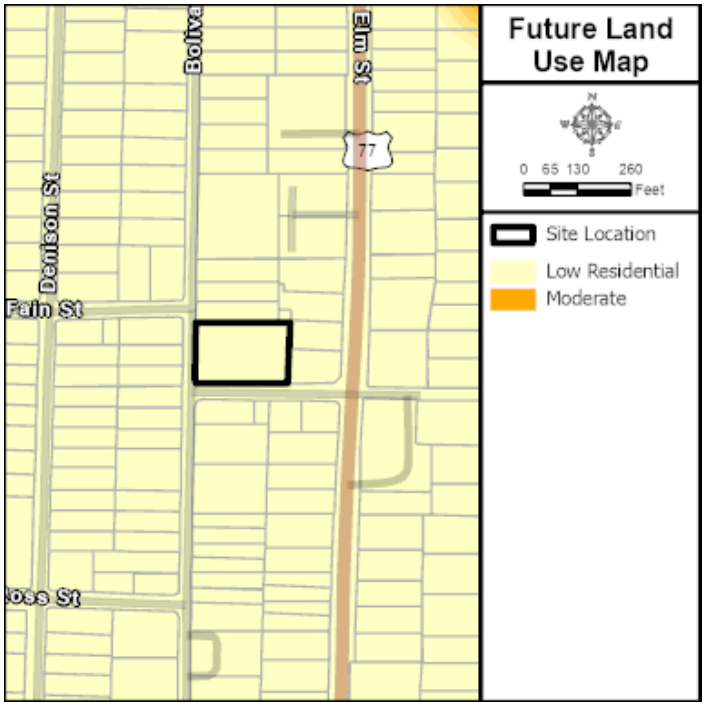
a. *Shall weigh competing goals, policies, and strategies.*
There are no competing goals, policies, or strategies associated with this proposal.

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.*

Future Land Use

Per the 2040 Comprehensive Plan Future Land Use Map, the subject property is designated as a low-residential area (see inset image and provided as Exhibit 5). The description for the Future Land Use designation is provided below:

This category includes the city's predominantly single-family neighborhoods, with lot sizes ranging from one acre or more in rural fringe areas up to five units per acre gross density throughout many of the city's suburban subdivisions. Dwellings in this land use district are generally one to two stories with private driveways and open space, consisting of privately-maintained tree canopy and front, back and side yards. Building and driveway orientation, the locations of private garages, building material, and the presence of sidewalks vary by neighborhood and the era of neighborhood development. Generally, these types of single-family neighborhoods are developed as distinct subdivisions that are linked by internal circulation systems with limited access to local and connector roads. This category may also include land uses that support residential neighborhoods, such as appropriately scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions



The R7 zoning district is consistent with the goals, policies, and actions of the Comprehensive Plan and with the Future Land Use Designation of Low Residential as the district is intended to accommodate a variety of residential, public, institutional, religious, and commercial uses by right and with the approval a Specific-Use Permit. The proposed concept plan indicates the intent to develop the subject property as duplexes, which could have gross density of up to 10 units per acre. While this is denser than the proposed 1-5 units per acre as described by the Low Residential Land Use Category, the proposed use is consistent with existing uses in the area and further advances other goals within the 2040 Comprehensive Plan as described herein.

Land Use

The Land Use Element of the Comprehensive Plan supports compatible redevelopment of areas classified as infill and includes several goals related to prioritization of infill development/redevelopment. Specifically, this request is consistent with the following Land Use Goals 2040 Comprehensive Plan:

- Goal LU-1: "Grow compactly: achieve sound, sustainable growth in compact development patterns with balanced land uses planned in coordination with transportation and infrastructure systems."

  The proposed development would provide additional housing options inside Loop 288 and in close proximity to US 380, a Primary Arterial, and North Elm Street, a Secondary Arterial. The proposed zoning change would provide compact residential housing consistent with the surrounding area, which is largely comprised of single-family residential homes, duplexes, a religious facility and multifamily development.

- Goal LU-3: "Grow our Assets: Maintain and Strengthen Neighborhoods, Commercial and Employment Areas."

  The 2040 Comprehensive Plan notes that "the City should take every opportunity to ensure that as gaps in the neighborhood fabric occur, infill development, that is development of vacant or deteriorated properties will be encouraged, complimenting the scale and character of each neighborhood." Examples of low-moderate density housing which could be compatible within single-family areas includes uses such as duplexes, townhomes and fourplexes. The proposed rezoning to R7 would facilitate redevelopment of the subject property that is compatible and complimentary to the existing neighborhood fabric.

Population Projections and Housing and Neighborhoods

Per the 2040 Comprehensive Plan, the City's population is projected to increase from 139,869 residents in 2020 to 229,192 residents in 2040, requiring the addition of 37,094 total housing units, including 6,046 Residential Other Units (1 unit attached; 2-4 units) (Table 1.3).

The proposed development is consistent with the overall need for additional missing middle housing types to meet the projected housing needs of the growing population by adding up to 8 additional duplex units to the City.

In addition, the 2040 Comprehensive Plan recognizes that "providing diverse housing options in a variety of densities, styles, and price-points is critical to increasing the affordability of housing in Denton." The proposed development is consistent with the housing goals in the 2040 Comprehensive Plan, including:

- Goal HN-1: Develop and maintain a housing stock that meets the needs of all residents with a diverse array of choices in type, cost, and locations.

Preferred Land Preservation Plan

The Preferred Land Preservation Plan reflects the City's intent to preserve ESA and floodplain areas. By complying with the City's codified standards for floodplain and ESA preservation, development can occur in a manner consistent with the goals of the Preferred Land Preservation Plan in the 2040 Comprehensive Plan.

In this case, the Official ESA Map does not identify any ESA, assessed or unassessed, on the subject property. Subsequent project submittals will be subject to review from DDC Subsection 7.4.7: *Environmentally Sensitive Areas*, which generally prohibits land-disturbing activity and/or removal of trees and understory vegetation except for limited allowances as defined in the DDC.

The City's Wildlife Corridor Map does not indicate the presence of greenspace nor Wildlife Corridors on the subject property.

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.*

   The proposed rezoning would facilitate the development of the subject site in accordance with the DDC's standards. No deviations or modifications of DDC standards have been requested at this time.

   Future development on this site will require compliance with all applicable development standards in the DDC, including, but not limited to, minimum lot size and dimensions, building coverage, access, parking, tree preservation, landscaping, screening, and buffering.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*

Rezoning to one of the DDC's established districts does not typically include a full review of all development standards within the DDC. If the proposed rezoning to a R7 zoning district is approved, a detailed development review will accompany all required future development applications such as a Specific Use Permit or zoning compliance plan, platting, engineering, tree preservation, and building permit submittals.

5. *Compliance with Other Applicable Regulations*

   If the proposed rezoning to a R7 zoning district is approved, any future development of the site would consist of a detailed review of the proposed development to ensure compliance with all other applicable regulations.

6. *Consistent with Interlocal and Development Agreements*

   There are no interlocal or development agreements for the subject property.

7. *Minimizes Adverse Environmental Impacts*

   As discussed above under Section A.3.b, the Preferred Land Preservation Plan and Official ESA map do not show any assessed or unassessed ESA area on this property. Any development of the subject property would be subject to the City's standards for tree preservation, stormwater, and landscaping to ensure environmental impacts are minimized.

8. *Minimizes Adverse Impacts on surrounding Property*

   The proposed rezoning is consistent with the general character and development patterns of the surrounding area. The subject property is adjacent to existing single-family residential homes as well as several duplex lots. Development in the broader region is varied and includes single-family residences, duplexes, a religious facility, and multifamily.

   The proposed rezoning would allow for the development of a variety of residential, commercial, public, institutional, or religious land uses that would be complimentary to existing development in the area. Development of the site would require conformance with design standards, such as building design and parking, within the DDC to minimize adverse impacts on surrounding properties. If this zoning change is approved the applicant has indicated an intent to develop the site as duplexes, a use which is consistent with the surrounding area.

9. *Minimizes Adverse Fiscal Impacts*

   Staff used the Fiscal Impact Tool to analyze the proposal. The entire 0.74-acre site was considered for this analysis. Assumptions based on the applicant's intended use were used to generate the overall projected General Fund revenues and expenses, including property tax payments, sales tax capture, roadway maintenance costs, utility usage, solid waste costs, public safety costs, and neighborhood service costs. The Fiscal Impact Summary indicates that the proposal for a duplex development would result in a net -$73,100 cost to the General Fund over a 40-year project duration.

10. *Compliance with Utility, Service, and Improvement Standards*

    This proposed rezoning will not affect utilities, services, or improvements. When the site is developed, the development will be reviewed to ensure compliance with all utility, service, and improvement standards.

11. *Provides Adequate Road Systems*

    The subject property is situated on the northeast corner of Bolivar Street and Taliferro streets, both classified as Residential Streets and is approximately 155 feet west of North Elm, a Secondary Arterial. When the site is developed, a Trip Generation Study will be required as specified by the Transportation Criteria Manual. Additional information, such as a Traffic Impact Analysis, may be required based upon the findings of the Trip Generation Study. Any necessary roadway improvements would be required to comply with all DDC and Design Criteria Manual standards for roadways.

12. *Provides Adequate Public Services and Facilities*

    This proposed rezoning is not anticipated to negatively impact public services and facilities. When the site is developed, the new development must comply with all applicable standards to ensure adequate public services and facilities are available.

13. *Rational Phasing Plan*

    There is no phasing plan associated with the zoning change request.

B. Section 2.7.2.D of the DDC states that an application for a rezoning may be approved based on the following conditions:

    a. *The proposed rezoning is consistent with the Comprehensive Plan.*

       As discussed in A.3.b above, the R7 zoning district is consistent with the goals, policies, and actions of the Comprehensive Plan. In particular, this request furthers goals that support compatible infill and redevelopment as well as missing middle housing.

    b. The proposed rezoning is consistent with relevant Small Area Plan(s).

       There is no small area plan approved for this site.

    c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.

       Pursuant to Section 3.2.7 of the DDC:

       > The R7 district is intended to accommodate a variety of housing types on lots designed to encourage walking to neighborhood-serving retail and other amenities such as parks and school facilities. This zoning district will ensure existing neighborhood character is maintained while also contributing to a

safe environment for pedestrians and bicyclists. This district can also serve to support compatibility between single-family neighborhoods and higher-intensity mixed-use or nonresidential.

The proposed R7 zoning district in this location is consistent with the purpose statement. The subject property is situated in an area suitable for the R7 zoning district given the residential nature of the area and adjacent duplex lots.

d. *There have been or will be significant changes in the area to warrant a zoning change.*

In the last 5 years, the area generally adjacent to the subject property has not seen development that significantly changes the anticipated development pattern; the area has developed in a manner consistent with the Future Land Use Plan (see Aerial maps below) by maintaining single-family home lots and the creation of new duplex properties. As most of this area has been previously developed, the rezoning request would facilitate the redevelopment of an infill lot with a compatible use and be consistent with the intent that this area should develop as predominantly residential uses.





(Continued on next page)

e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.

The subject property is situated at the northeast intersection of Bolivar Street and Taliaferro Street. As detailed above, this corridor is predominately developed and has not experienced significant growth in the last five years. The R7 zoning district is consistent with the overall development pattern within the area and would not introduce new land uses which are incompatible to adjacent properties nor expected to create adverse impacts. The proposed rezoning would facilitate compatible development and be consistent with the Comprehensive Plan's intent that this area should develop with residential uses.

f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.

Roadway Impact Fees
Roadway impact fees, paid at the time of development, are determined using a proportionality calculation based on the proposed uses and projected vehicle trips. These fees will be assessed based on plans submitted and are used to make roadway system improvements related to the Mobility Plan.

Water and Wastewater
Water and wastewater are currently available to this property. When the site is developed, it will be reviewed to ensure compliance with all utility, service, and improvement standards for extension and connection to City utilities. Additionally, water and wastewater tap, and impact fees will be based upon the intensity of the development and are required to be paid during permitting.

Schools
The proposed rezoning to R7 district allows for a variety of residential land uses by right and with a Specific-Use Permit. The proposed site plan shows 4 duplex buildings, which are anticipated to contribute 4 students to DISD according to the DISC Student Generation Calculator. That is a total of 1.84 students to elementary schools, 0.96 students to middle schools, and 1.2 students to high schools.

Nearest Fire Station
The subject property is approximately 1.95 miles from Fire Station #5 (2292 Windsor Drive), within the eight minute or less response time boundary.

g. There was an error in establishing the current zoning district.

There was not an error in establishing the current zoning district. The subject property was assigned SF-7 zoning in 1969, then transitioned to NR-3 in 2002. With the adoption of the 2019 DDC, the property was granted the R3 zoning district designation.

McAdams
4400 State Highway 121
Suite 800
Lewisville, TX 75056
972. 436. 9712

SPEC25414

October 7, 2025

City of Denton
601 East Hickory Street
Denton, TX 76205
E: Development@cityofdenton.com
P: 940.349.8600

RE: Denton Duplexes – Letter of Intent for Rezoning

Please accept this letter, on behalf of Delores and Saul Reyes, as an explanation of the proposed Rezoning Application for approximately 0.74 acres within parcel number 34299, located at the northeast corner of Bolivar Street and Taliaferro Street in the City of Denton, Denton County, Texas.

ZONING AND FUTURE LANDUSE

The current zoning on the Denton Duplex property is Residential-3 (R3) with a Future Land Use Designation of Low-Density Residential. The current zoning does not allow for duplexes, therefore a rezoning to Residential-7 is being requested. Based on the discussion with the City of Denton, the Future Land Use designation of Low-Density Residential will remain.

The proposed zoning change is to rezone from R-3 to Residential–7. There is a preliminary concept plan provided with the submittal for visualization purposes only and may not be the final plan. The current property owners wish to rezone to be more aligned with the uses of the surrounding properties.

EXISTING CONDITIONS

The property to the north of the subject property is zoned Residential-3, and is being used as a single-family home. The properties to the west across Bolivar Street are zoned REsidnetial-3 and Residnetial-4 and are being used as single-family homes. The properties to the south are zoned Residentail-3 and Residential-7 and are being used for single-family homes. The property to the east is zoned Residential-7 and is being used for duplex single-family homes.

PROJECT DESCRIPTION

Currently for the Denton Duplex project there are 4 duplexes planned to front onto Taliaferro Street, totaling 8 residential units. Each duplex is planned to be on its own lot, meeting the standards of the R7 zoning. The lot width is proposed to be a minimum of fifty feet with the depth proposed to be a minimum

McADAMS

of eighty feet. The concept plan shows a mutual access easement on the rear side of the property, and each lot meets the parking requirement.

CRITERIA FOR APPROVAL: GENERAL CRITERIA

1. The proposed development is consistent with the terms and conditions of any prior land use approval, plan, development agreement, or plat approval that is in effect and not proposed to be changed. This includes an approved phasing plan for development and installation of public improvements and amenities.
   No prior approvals are in effect.
2. The proposed development is consistent with the Comprehensive Plan and any applicable plans. If development does not match the future land use designation in the Comprehensive Plan, an application may still be approved if it is determined by the approving body to meet the overall goals of the Comprehensive Plan.
   While the property's Future Land Use designation is Low-Density Residential, the surrounding development pattern aligns more closely with Moderate-Density uses. Duplexes are currently being constructed directly east of the site, with additional duplex developments located a few properties to the south, as well as both north and south along Elm Street. Although R-7 zoning is not classified as low-density, the presence of duplexes within R-7 is compatible with the existing surrounding land uses.
3. The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.
   After the zoning is complete, future development shall comply with the DDC.
4. The proposed development shall be consistent with any adopted interlocal and applicable development agreements and comply with the terms and conditions of any such agreements incorporated by reference into this DDC.
   N/A
5. The proposed development should be designed to minimize negative environmental impacts and should not cause significant adverse impacts on the natural environment.
   There is no proposed development at this time. Floodplain and ESA Regulations will be complied with at the time of development. The natural environment will be considered in the future planning of the development.
6. The proposed development should not cause significant adverse impacts on surrounding properties.
   The proposed zoning change is consistent with the development pattern of surrounding properties.
7. The proposed development should not result in significant adverse fiscal impacts on the city.
   The proposed zoning change will open up the opportunity to increase property tax revenue.

8. As applicable, the proposed development shall comply with federal, state, county, service district, city and other regulatory authority standards, and design/construction specifications for roads, access, drainage, water, sewer, schools, emergency/fire protection, and similar standards.
   The property owner shall comply with all regulatory requirements to obtain permitting and operate legally going forward.
9. Adequate road capacity shall exist to serve the uses permitted under the proposed development, and the proposed uses shall be designed to ensure safe ingress and egress onto the site and safe road conditions around the site, including for emergency services.
   The property is at the north east corner of Bolivar and Taliaferro, it can be adequately served by either street. Taliaferro is proposed to include additional right-of-way dedication, bringing the total to 55 feet.
10. Adequate public service and facility capacity shall exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development.
    The property can be adequately served by utilities.

CRITERIA FOR APPROVAL: SPECIFIC CRITERIA

1. The proposed rezoning is consistent with the Comprehensive Plan
   While the property's Future Land Use designation is Low-Density Residential, the surrounding development pattern aligns more closely with Moderate-Density uses. Duplexes are currently being constructed directly east of the site, with additional duplex developments located a few properties to the south, as well as both north and south along Elm Street. Although R-7 zoning is not classified as low-density, the presence of duplexes within R-7 is compatible with the existing surrounding land uses.
2. The proposed rezoning is consistent with relevant Small Area Plan(s)
   N/A
3. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3: Zoning Districts
   The R-7 zoning will act as a transition from the R-3/R-4 zoning to the north to the denser single-family homes and retail to the south. It is also one block north away from the retail corridor along HWY 380.
4. There have been significant changes in the area to warrant a zoning change
   The continual development of duplexes and quadplexes in the area warrant the zoning change.
5. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood;
   The proposed zoning is consistent with the surrounding land use pattern.

6. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development; and/or:
   Water and Sewer are available to the site and they both have capacity for the proposed zoning.
7. There was an error in establishing the current zoning.
   There was no error in establishing the current zoning.

CONCLUSION

We are pleased to bring you this application and respectfully request your support for this rezoning application for Denton Duplexes. Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,
MCADAMS

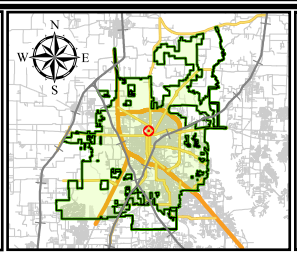


Patricia Fant, AICP
Planning + Entitlements

Z25-0018
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

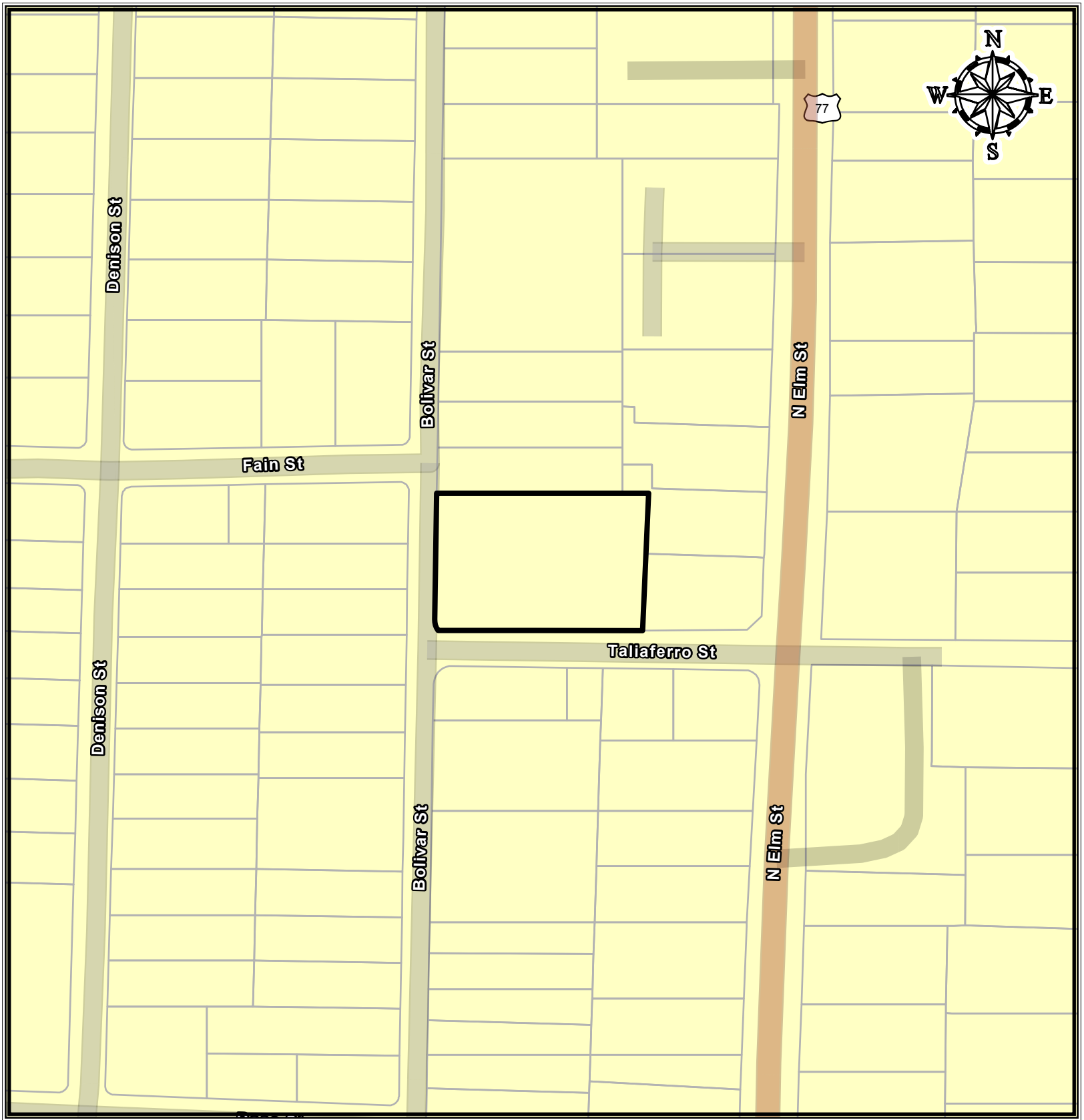


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Feet

CITY OF DENTON
Development Services · GIS
Date: 4/27/2026

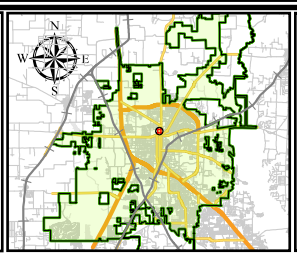
"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure 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."

Z25-0018
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

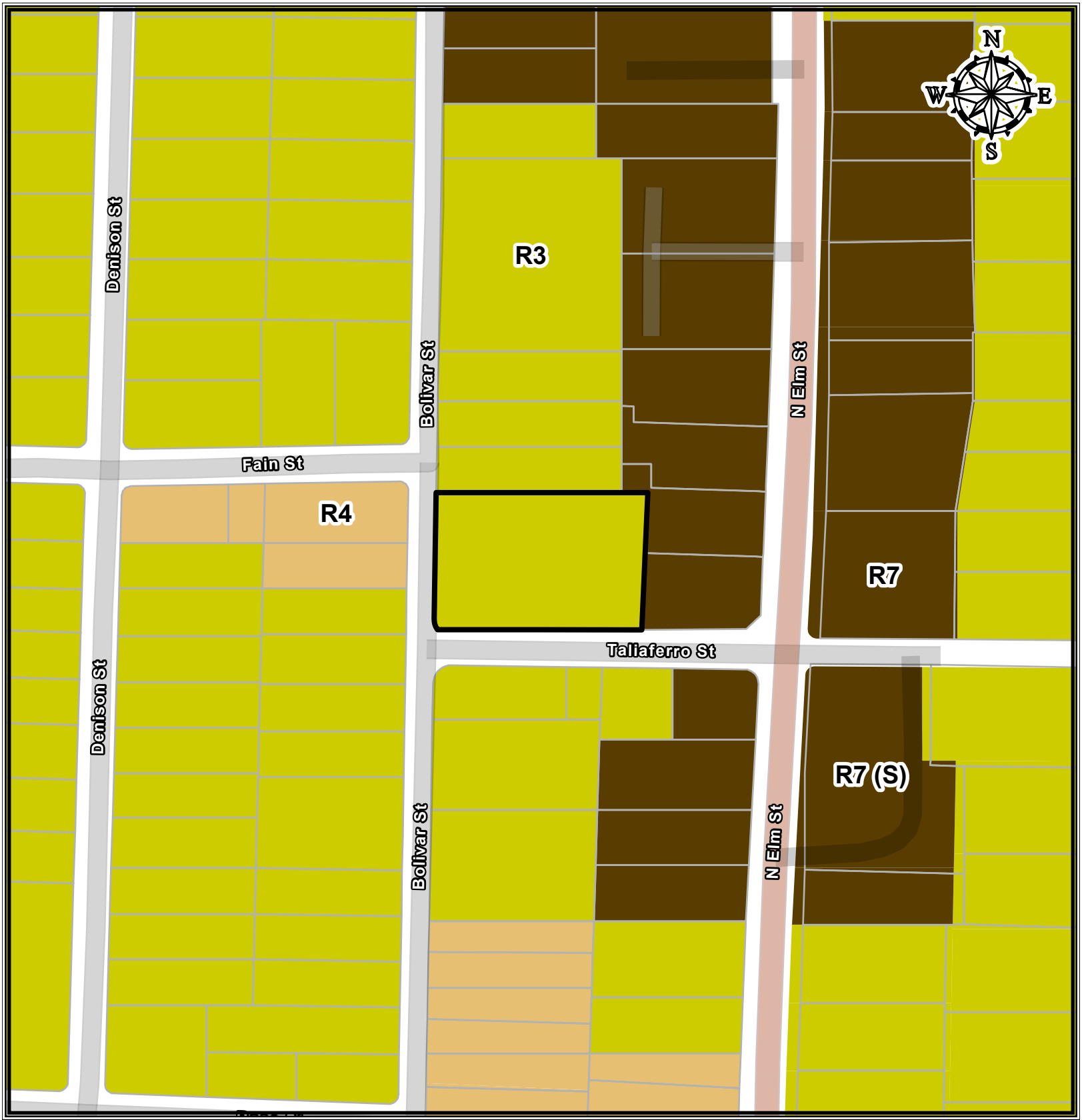


0 40 80 160 Feet

CITY OF DENTON
Development Services · GIS
Date: 10/16/2025

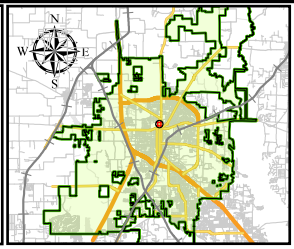
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Z25-0018
Current Zoning Map



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

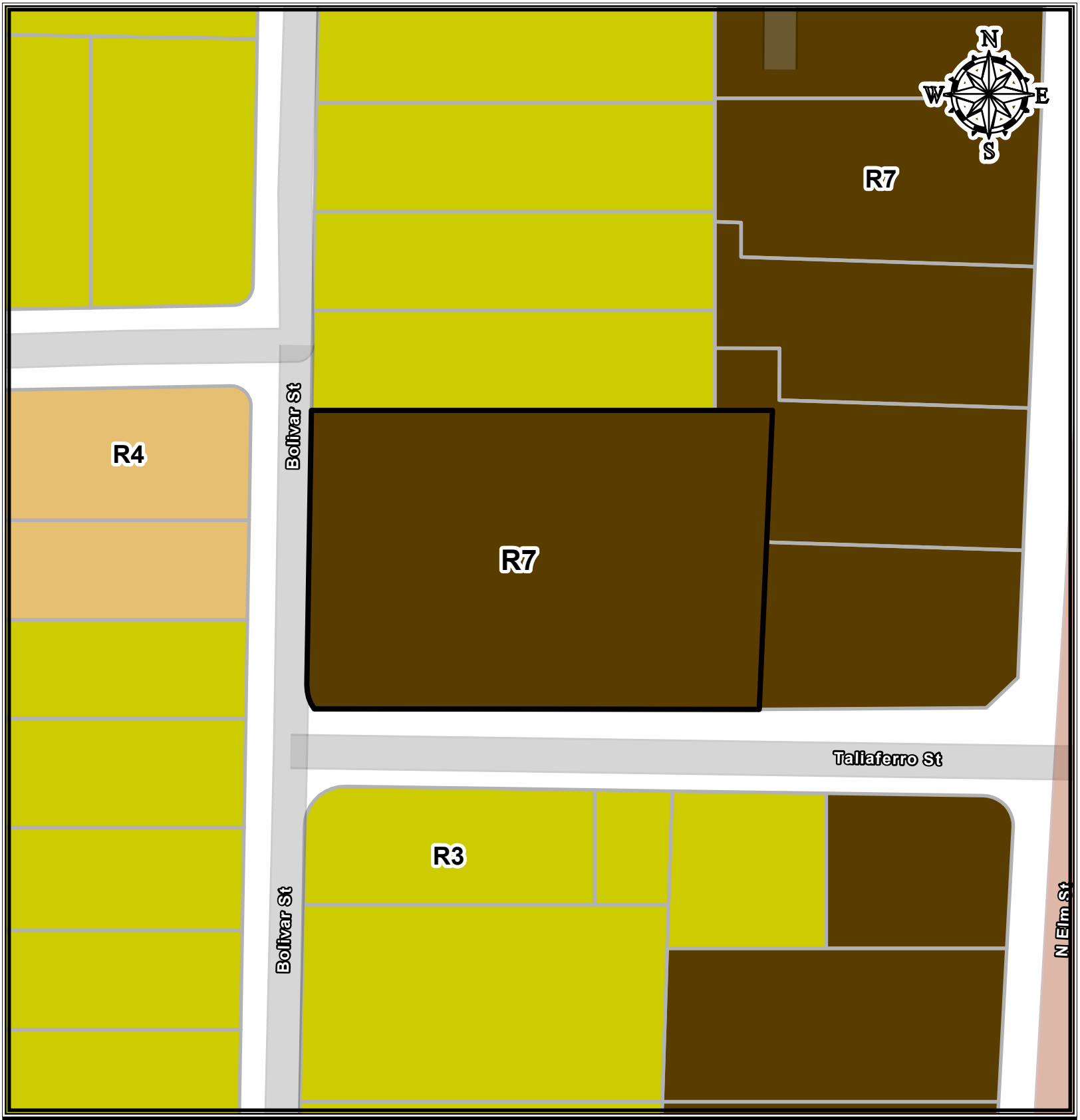


0 40 80 160 Feet

CITY OF DENTON
Development Services · GIS
Date: 10/16/2025

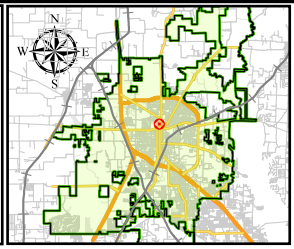
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Z25-0018
Proposed Zoning Map



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 15 30 60 Feet

CITY OF DENTON
Development Services · GIS
Date: 1/6/2026

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FISCAL SUMMARY

CITY OF **DENTON**

GENERAL FUND IMPACTS

Revenues	40 Year Total
AD VALOREM TAXES	$625,300
RETAIL SALES TAX	
Direct Project Retail Sales Tax Revenue	$0
Net New Resident + New Commuters Retail Sales Tax Revenu	$168,200
OTHER TAXES (Mixed Beverage)	$0
LICENSE & PERMITS	
Zoning Fees	$16,500
Building Permits	$14,500
Certificate of Occupancy	$300
Beer & Wine Permits	$0
SERVICE FEES	
Restaurant Inspections	$0
Grocery Store Inspections	$0
Swimming Pool Inspections	$0
Electrical Inspections	$2,600
Plumbing Inspections	$900
Development Fees	$11,100
Plan Review Fees	$3,600

Expenses	40 Year Total
Neighborhood	($184,100)
Public Safety	($518,200)
Transportation	($24,900)
Admin & Community Services	($189,000)

OTHER FUND REVENUES

TOURISM & CONVENTION SALES TAX	$0
ENTERPRISE UTILITY FUNDS	
Electric Charge	$688,100
Water Charge	$160,400
Wastewater Charge	$124,900
Drainage Charge	$19,200
Solidwaste Charge	$134,300
WATER IMPACT FEE	$21,500
WASTEWATER IMPACT FEE	$14,100
TOTAL ROADWAY IMPACT FEE	$6,500
TOTAL PARKS LAND DEDICATION & DEV. TRUST	$2,300
TREE MITIGATION	$0

ROADWAY MAINTENANCE

ROADWAY MAINTENANCE	$0

New Residents From Residential



23

New Workers From Non-Residential *

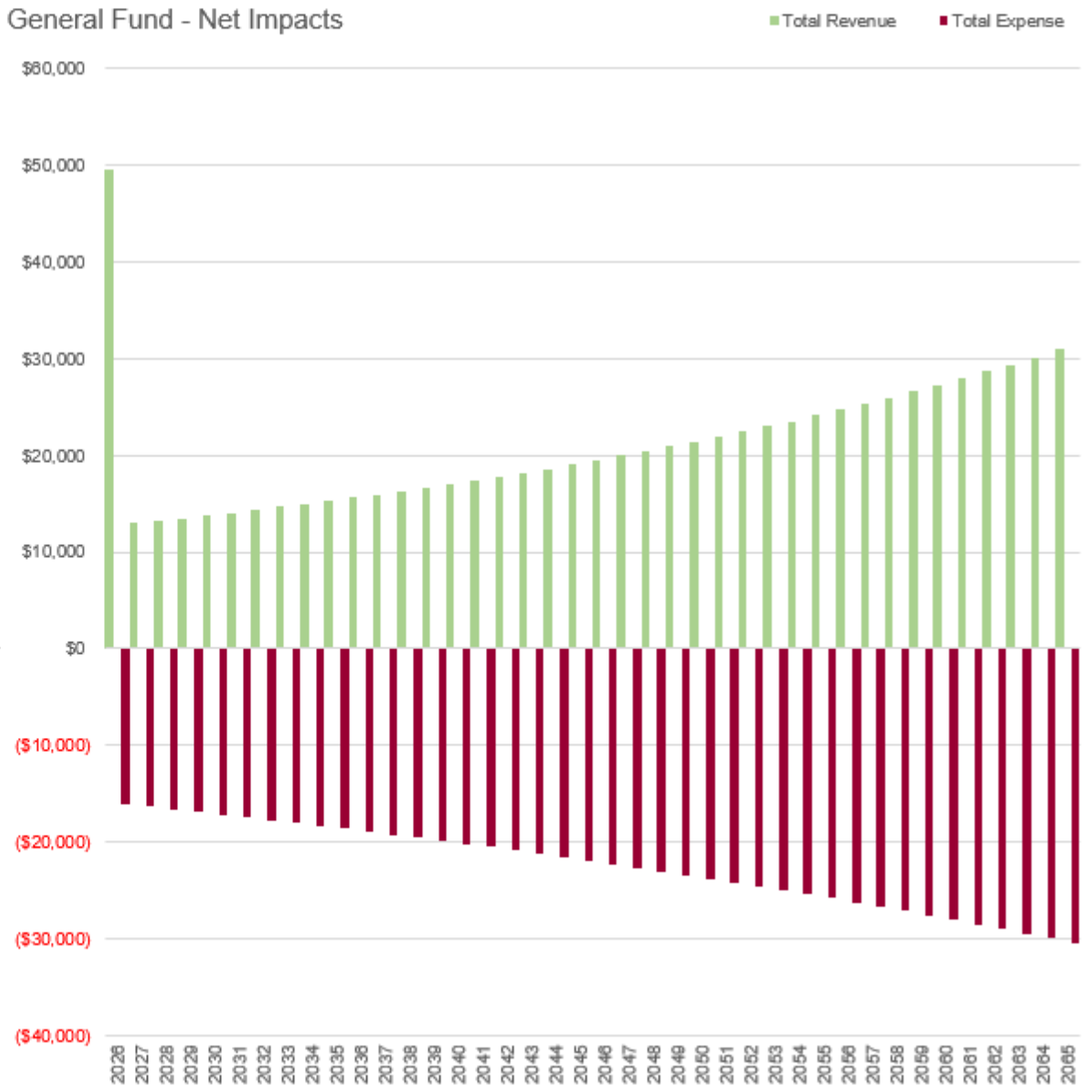


0

* 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
$843,100	-$916,200	-$73,100



5.2.3 Table of Allowed Uses.

Table 5.2-A: Table of Allowed Uses																	
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply																	
	Residential							**Mixed-Use**			**Corridor**		**Other Nonresidential**				**Use-Specific Standards**
	RR	**R1**	**R2**	**R3**	**R4**	**R6**	**R7**	**MN**	**MD**	**MR**	**SC**	**HC**	**GO**	**LI**	**HI**	**PF**	
Residential Uses																	
Household Living																	
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+										5.3.3G
Group Living																	
Chapter House							S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	P								
Elderly Housing						S+	S+	P+	P+	P+	S+	S+					5.3.3H
Group Home	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+							5.3.3J
Public, Institutional, Religious, and Civic Uses																	
Community and Cultural Facilities																	
Airport, City-Owned																P	
Cemetery, City-Owned																P	
Club or Lodge	P	S	S	S	S	S	S+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility									S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
Educational Facilities																	
Business or Trade School								P+	P+	P+	P+	P	P	P	P		5.3.4E
College or University									P	P			P				
School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P			P	

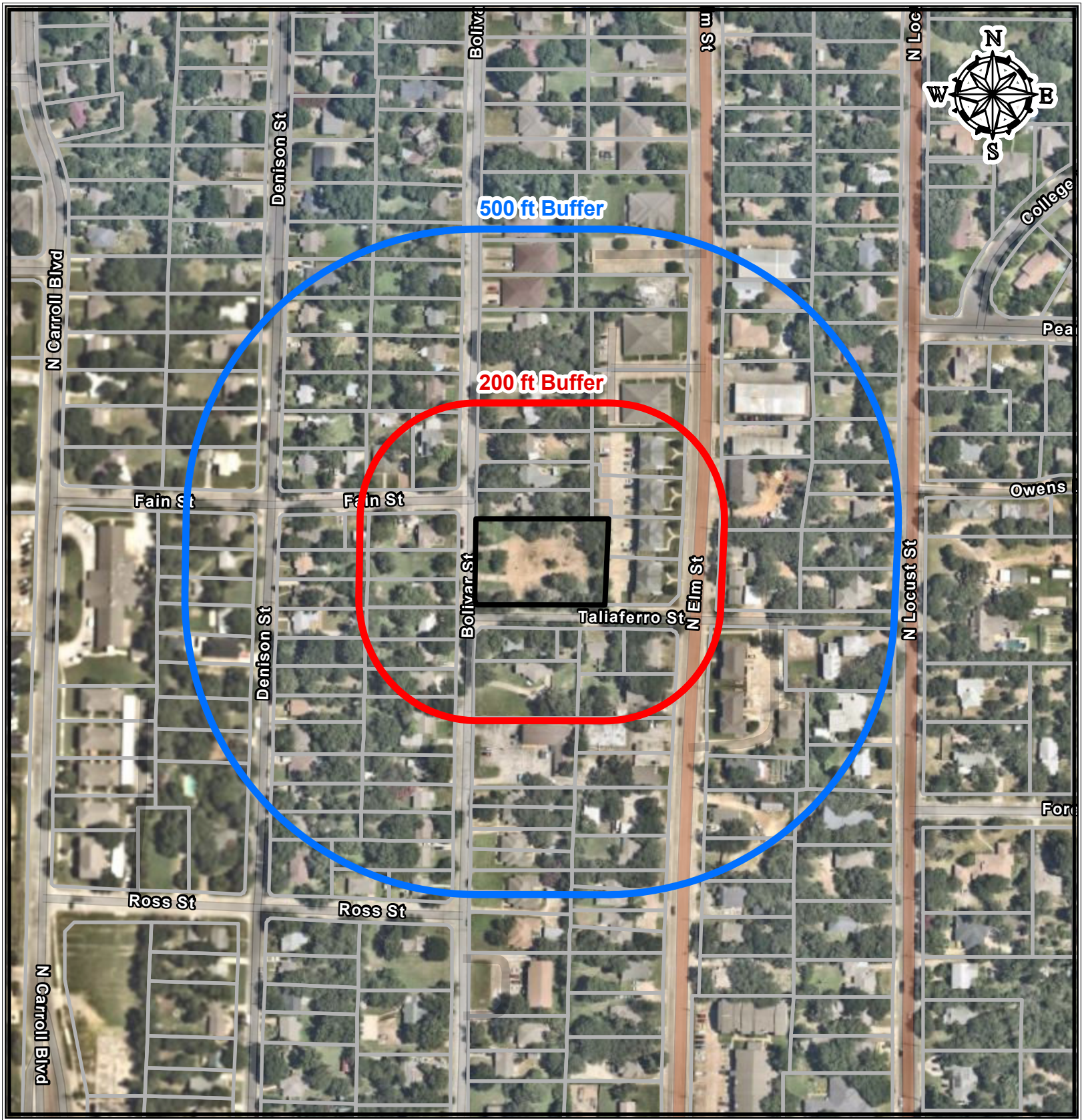
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Healthcare Facilities																	
Hospital Services										P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P+	P+	P	P	P			5.3.4H
Commercial Uses																	
Agricultural and Animal Uses																	
General Agriculture	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5A
Commercial Stable	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Kennel	P+	S+	S+								P+	P+	S+	P+	P+		5.3.5C
Urban Farm	p	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Clinic	P	S	S					P	P+	P	P	P	P	P			5.3.5D
Recreation and Entertainment																	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+							S+	P+		5.3.5E
Food and Beverage Services																	
Bar, Tavern, or Lounge								S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G
Private Club	P+							P+	P+	P+	P+			P+	P+		5.3.5H
Restaurant								P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	P+	P+	P+	P+	P+			5.3.5J
Office, Business, and Professional Services																	
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	P	P	P	P	P	P	P		
Personal Services																	
Laundry Facility, Industrial												S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P	P	P	P	P		5.3.5O
Personal Service, General								P	P	P	P	P	P	P			
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+					5.3.5P
Retail Sales																	

Building Materials and Supply Store											S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop									P	P	P	P					
Lodging Facilities																	
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+									5.3.5T
Vehicles and Equipment																	
Auto Wash										P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U
Automotive Repair Shop, Major										P+	P+	P+	S+	P+	P+		5.3.5V
Automotive Repair Shop, Minor								S+		P+	P+	P+	P+	P+	P+		5.3.5W
Automotive Sales or Leasing												P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard														S+	P+		5.3.5X
Equipment Sales and Rental												S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use									P	P	P	P	P	P	P		
Travel Plaza												P		P	P		
Adult Entertainment Establishments																	
Sexually Oriented Business															S+		5.3.5Z
Industrial Uses																	
Data Center																	
Data Center, Modular														S^+	S^+	S^+	5.3.6I

Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
Manufacturing and Processing																	
Craft Alcohol Production								S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S														S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: Gas Wells
Manufacturing, Artisan								P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact									S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact													S	S	P		
Manufacturing, High-Impact															S		
Commercial Incinerator, Transfer Station															S		
Storage and Warehousing																	
Outdoor Storage														S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	P+	S+	P+	P+	P+		5.3.6G
Storage of Hazardous Materials															S		
Warehouse and Wholesale Facility										S+	S+	P	P	P	P		5.3.6H
Public and Semi-Public Utility Uses																	
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A
Solar Collector as Principal Use	S+												S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)															S+	S+	5.3.7C
Wireless Telecommunications	See Section 5.6: Wireless Telecommunications Facilities																
Accessory Uses																	
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A
Donation Box																	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C

Outdoor Storage, Accessory												P+	P+	P+	P+	P+	5.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4E
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																	
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

Z25-0018
Notification Map



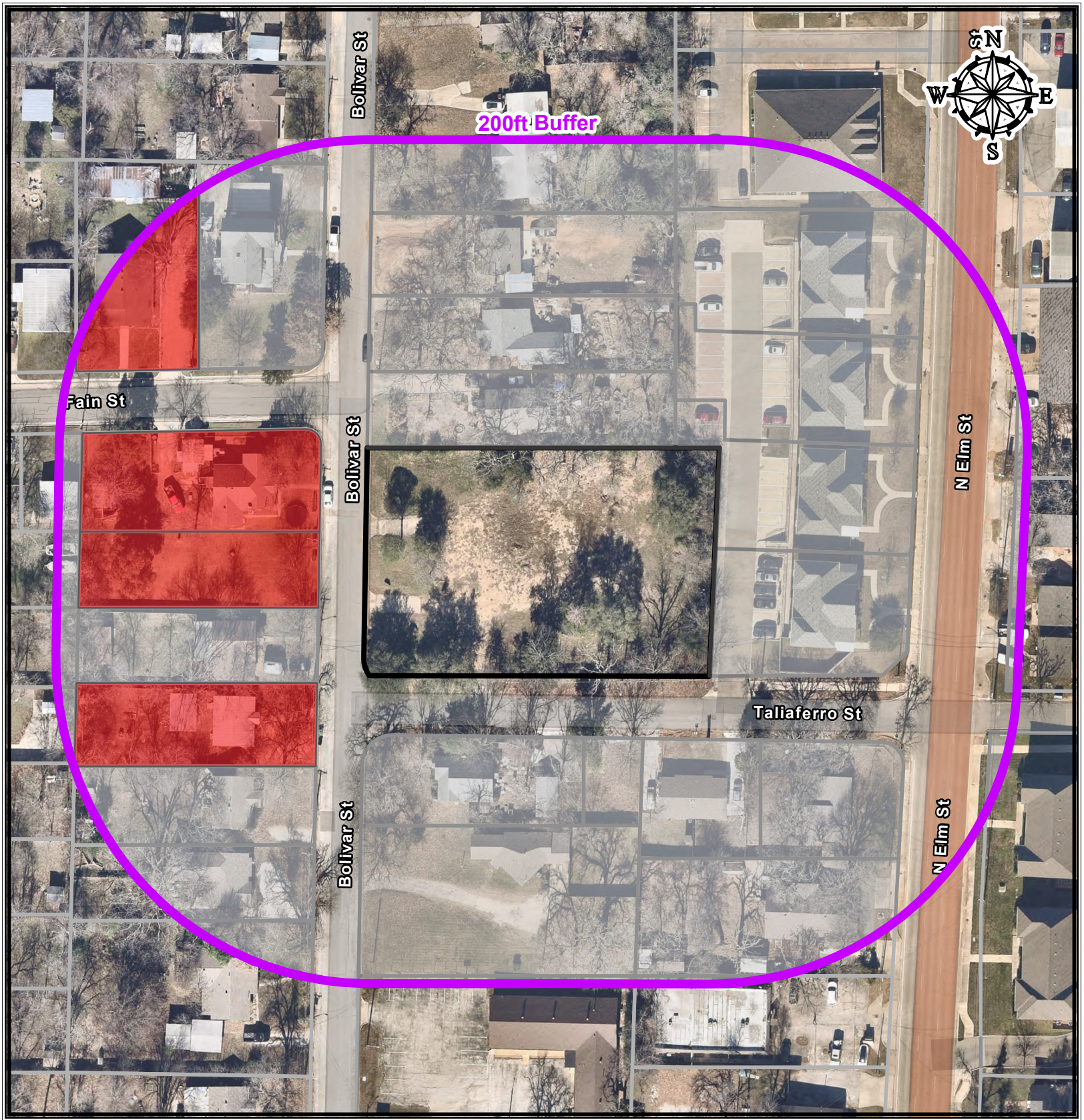
Parcels Standalone

0 65 130 260 Feet

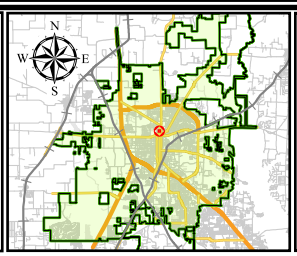
CITY OF DENTON
Development Services · GIS
Date: 10/16/2025

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Z25-0018
Notification Response Map



No Response
Opposed
In Favor



0 25 50 100 Feet

CITY OF DENTON
Development Services · GIS
Date: 4/27/2026

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

Response Form

Project Number Z25-0018
Denton Duplexes

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Bryce Van Arsdale, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to Bryce.VanArsdale@cityofdenton.com or call (940) 349-8368. Please note any responses are subject to public information requests including the information provided below.

Project Number: Z25-0018

Meeting Date: January 14, 2026

Please circle one:

☐ In favor of request ☑ Opposed to request

Comments: DONT THINK BOLIVAR IS WIDE ENOUGH FOR THE EXTRA CARS - ONLY 16 PARK SPOTS PROPSED - ALSO JUST ADDTINAL TRAFFIC WOULD BE A LOT.

Signature: [signature]

Printed Name: JAMES MARS

Street Address: 1207 EGAN

City, State and Zip Code: DENTON TX 76201

Phone Number: 940 368-6642

Email Address: MARS.MATT@GMAIL.COM

Physical Address of Property within 200 Feet: 2301 BOLIVAR

Development Services
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Response Form

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Project Number: Z25-0018

Meeting Date: January 14, 2026

Please circle one:

□ In favor of request X Opposed to request

Comments: Negative impact on Neighborhood To Much for small lots. All visitors parked on a Street with not enough Spaces

Signature: Joe Lanham

Printed Name: Joe Lanham

Street Address: 4090 Sam's Rd.

City, State and Zip Code: Aubrey Texas 76227

Phone Number: 940-736-0534

Email Address: JoeLanham243@Yahoo.com

Physical Address of Property within 200 Feet: Lot next To 2307 Bolivar directly Across From Site

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

Response Form

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Project Number: Z25-0018

Meeting Date: January 14, 2026

Please circle one:

□ In favor of request X Opposed to request

Comments: This will bring To Many people + cars With NOT enough parking for visitors for 8 Housolds. Un-fair To Neighborhood

Signature: Joe Lanham

Printed Name: JOE LANHAM

Street Address: 4090 Sands Rd.

City, State and Zip Code: Aubrey Texas 76227

Phone Number: 940-206-0536

Email Address: JOELANHAM243@YAHOO.COM

Physical Address of Property within 200 Feet: 2307 Bob Van directly Across Street

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

Response Form

Project Number Z25-0018
Denton Duplexes

In order for your opinion to be counted, please complete and mail this form to:

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Project Number: Z25-0018

Meeting Date: January 14, 2026

Please circle one:

☐ In favor of request ☒ Opposed to request

Comments: THIS IS NOT WANTED for The Neighborhood. TO MANY people.

Signature: Joe Lanham

Printed Name: JOE LANHAM

Street Address: 4090 Sails Rd.

City, State and Zip Code: Aubrey Texas 76227

Phone Number: 940-206-0534

Email Address: JOELANHAM1436@YAHOO.COM

Physical Address of Property within 200 Feet: 306 FAIN

McAdams
4400 State Highway 121
Suite 800
Lewisville, TX 75056
972. 436. 9712

SPEC25414

April 27, 2026

City of Denton
401 N. Elm Street
Denton, TX 76201
E: Development@cityofdenton.com
P: 940.349.8600

RE: Denton Duplexes – Neighborhood Engagement Summary

Please accept this letter, on behalf of the Denton Duplex project, describing our neighborhood engagement efforts for rezoning approximately 0.74 acres within parcel number 34299, located at the northeast corner of Bolivar Street and Taliaferro Street in the City of Denton, Denton County, Texas.

The Denton Duplex project held two official neighborhood meetings on December 8 and December 9, each of which was attended by one neighboring resident. Several items were discussed during the meeting, including concerns about the amount of traffic along both Bolivar and Taliferro Streets and the potential impacts of additional development on existing traffic conditions. The neighbors also expressed concerns regarding on-street parking, specifically the possibility of an increase in vehicles parking along the street and how that could affect access and the overall character of the area. In addition, the preservation of existing trees on the property was an important topic of discussion, with emphasis placed on maintaining as many mature trees as possible to help preserve the neighborhood's established landscape.

At the January 14 Planning and Zoning Commission meeting, comments were received from the two individuals who attended the neighborhood meetings, as well as from additional adjacent property owners to the north, Samuel Bunn and Candace Downing, who had not previously participated in the neighborhood meeting process.

Following the Planning and Zoning meeting, Aimee Bissett reached out to Mr. Bunn and Ms. Downing to introduce herself, address any immediate questions, and explore the opportunity for a follow-up discussion regarding the proposed development. On April 8, Aimee Bisset and Patricia Fant of McAdams met with Mr. Bunn and Ms. Downing at their property to discuss the Denton Duplex project in more detail. During this meeting, the site was walked and Mr. Bunn and Ms. Downing shared several conditions they are requesting of the property owner in order to support the proposed development.

McADAMS

CONDITIONS REQUESTED BY THE NEIGHBORS

1. **Lot Reduction:** The neighboring property owners requested a reduction in the number of lots from four to three. Their concern is that the four-lot configuration would allow for up to eight residential units, which they believe would introduce a level of density and population that is inconsistent with the surrounding neighborhood.
2. **Landscape Buffer:** The neighboring property owners requested a 10' wide landscape buffer across the full length of the north property line as shown in the Concept Plan attached to this letter. They also requested all existing quality trees within the buffer area are to be preserved unless removal is desired by the adjacent property owner or the City requirements dictate removal.
3. **Fence Replacement:** The neighboring property owners requested the existing wood fence along the northern boundary line to be replaced, with a new 8' wood fence. They request to use the existing fence infrastructure where possible in order to minimize impacts and avoid damage to existing trees.
4. **Parking Location:** The neighboring property owners requested the parking along the mutual access easement on the Denton Duplex property is oriented to face south toward the duplexes, rather than toward the northern property line, as illustrated on the attached Concept Plan.

CONDITIONS AGREED UPON

5. **Landscape Buffer:** A 10' wide landscape buffer will be provided across the full length of the north property line as shown in the Concept Plan attached to this letter. All existing quality trees within the buffer area will be preserved unless removal is desired by the adjacent property owner or the City requirements dictate removal.
6. **Fence Replacement:** The Reyes Family agrees to replace the existing wood fence along the northern boundary line, with a 8' new wood fence. They plan to use the existing fence infrastructure where possible in order to minimize impacts and avoid damage to existing trees.
7. **Parking Location:** The parking along the mutual access easement on the Denton Duplex property is oriented to face south toward the duplexes, rather than toward the northern property line, as illustrated on the attached Concept Plan.

The Denton Duplex property owners have agreed to three of the four requests made by the neighboring property owners. The only request not agreed to is the reduction in the number of lots from four to three. Under the property's current zoning, three lots are already permitted, with an accessory dwelling unit allowed on each lot. This would result in up to six residential units on the site by right, rendering the proposed rezoning unnecessary.

In order for the duplex development to be economically and functionally viable, the property owners are keeping the four duplex buildings on the concept plan.

Sincerely,
MCADAMS

Patricia Fant, AICP
Planning + Entitlements

Filing Number: 805072375
Original Date of Filing: May 23, 2023
Formation Date: N/A
Tax ID: 32090007884
Duration: Perpetual

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence

FEIN:

Name: ELSI, LLC
Address: PO BOX 52093
DENTON, TX 76206-2093 USA

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

Name	Address	Inactive Date
LAW OFFICES OF KENNETH S. HARTER	6160 Warren Pkwy, Suite 100 Frisco, TX 75034 USA	

Order | Return to Search

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM RESIDENTIAL 3 (R3) DISTRICT TO RESIDENTIAL 7 (R7) DISTRICT ON APPROXIMATELY 0.74 ACRES OF LAND GENERALLY LOCATED ON THE NORTHEAST CORNER OF BOLIVAR STREET AND TALIAFERRO STREET, APPROXIMATELY 155 FEET WEST OF 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. (Z25-0018)

WHEREAS, Candy Whitaker of McAdams, on behalf of the property owner, requested to rezone approximately 0.74 acres of land from Residential 3 (R3) District to Residential 7 (R7) District, legally described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, on January 14, 2026, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval [7-0] of the request; and

WHEREAS, on May 5, 2026, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code, 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 establishing a zoning district change for the Property, have determined that the proposed use is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The zoning district and use classification for the Property is hereby changed to Residential 7 (R7) District.

SECTION 3. The City's official zoning map is hereby amended to show the established 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, 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:	_____	_____	_____	_____
Suzie Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Scott Bray
Deputy City Attorney

BY: _____

Exhibit A
Legal Description

BEING all that certain lot, tract or parcel of land lying and being situated in the Count of Denton, State of Texas, out of the N.H. Meisenheimer Survey, Abst. No. 811, in the City of Denton, Texas, being a part of a certain three acre tract out of said survey conveyed by C. M. Williams and wife, Fay Williams, to W. P. Bell, by deed recorded in Volume 240, page 187, Deed Records of Denton County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said lot, same being in the north line of Taliaferro Street, same being in the east line of Bolivar Street;

THENCE North along the east line of Bolivar Street, same being the west line of said lot, 150 feet to a stake for the the northwest corner of said lot;

THENCE East along the north line of said lot, 215 feet, a stake for the northeast corner;

THENCE South 2 deg. 17' west 150 feet, a stake for the SE corner, same being in the north line of Taliaferro Street;

THENCE West along the north line of Taliaferro Street, 209 feet to the point of beginning;

and being the same tract conveyed by Jack Stephens et ux to S. Clyde Carpenter, by deed dated July 2, 1954, recorded in Volume 396, page 423, Deed Records of Denton County, Texa

Z25-0018a
Denton Duplexes

Bryce Van Arsdale

Assistant Planner

May 5, 2026

CITY OF DENTON

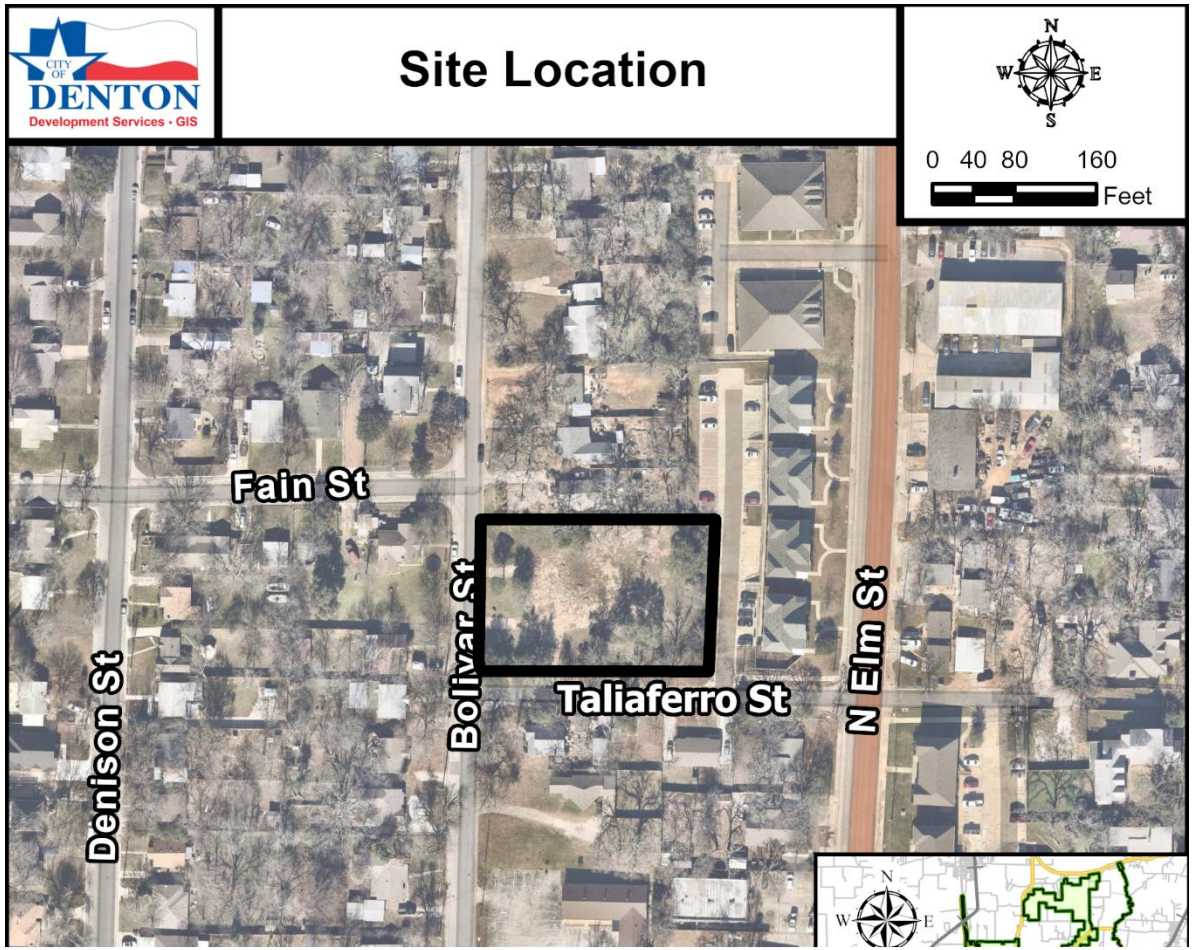
Request

Request: Rezone 0.74 acres from R3 to R7

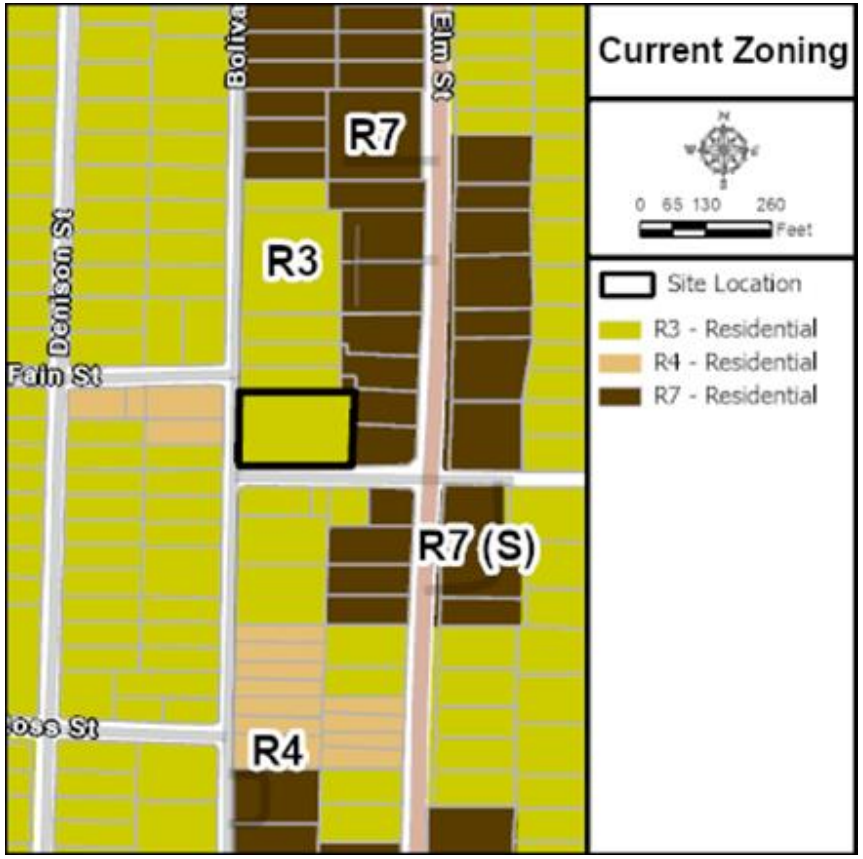
Location: Northeast corner of Bolivar Street and Taliaferro Street

Purpose: Allow for the development of duplexes

Surrounding area: Variety of housing types, religious institution, supporting commercial uses

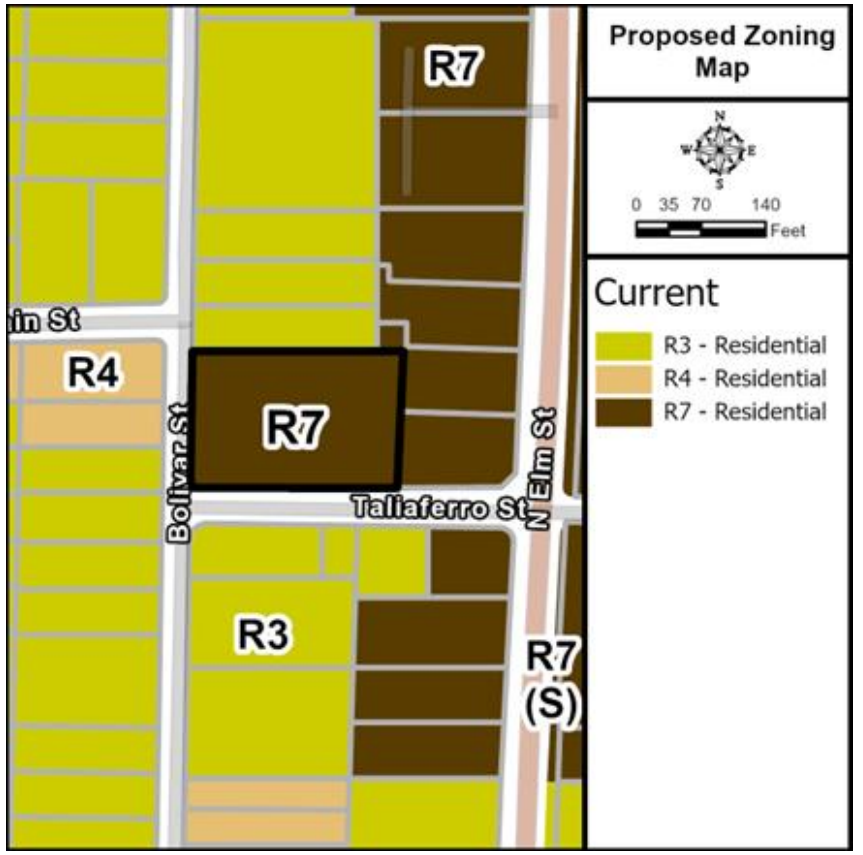


Current Zoning (R3)



- **Single family residential**
- **R3**
  - Min. 10,000 sq. ft.
  - 20’ front
  - 5’ side
  - 10’ rear
  - 40’ height

Requested Zoning (R7)

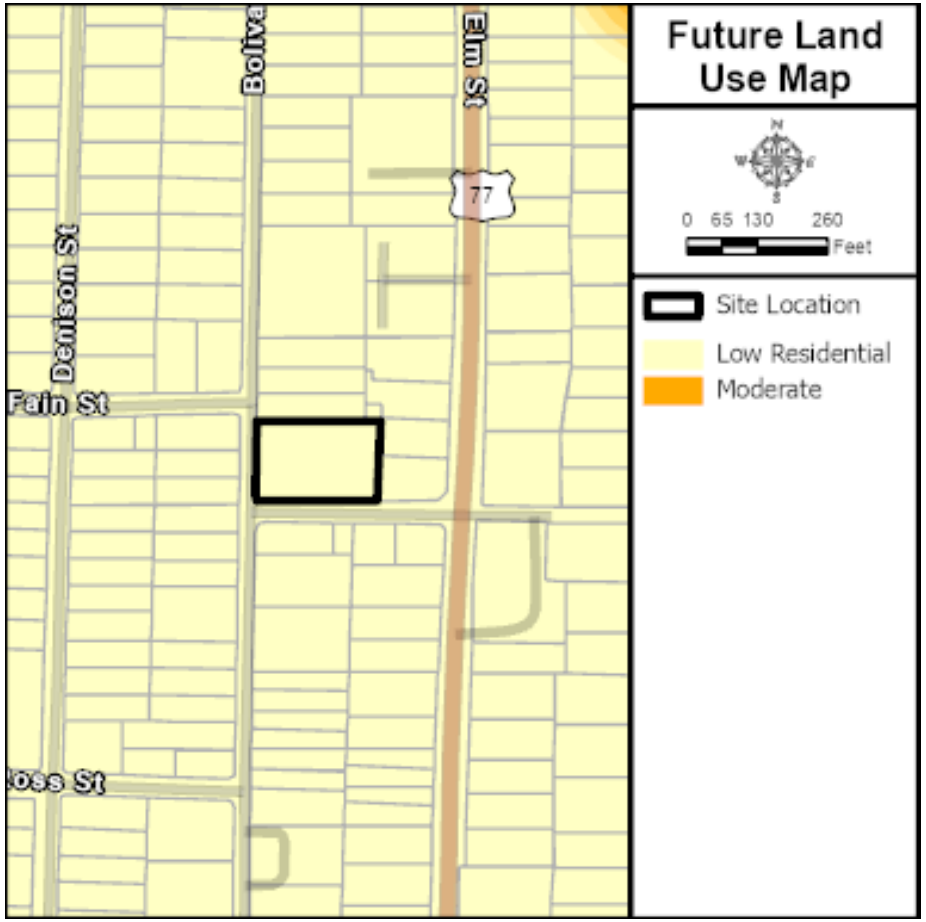


- **Single family residential**
- **R7**
  - Min. 4,000 sq. ft.
  - 10’ front
  - 5’ side
  - 10’ rear
  - 40’ height

Denton 2040 Comprehensive Plan

FLUM: **Low Residential**

- Denotes areas that are predominantly single-family residential. Supporting uses include appropriately scaled commercial as well as public or quasi-public uses.
- Maximum density of 5 units per acre
  - Request allows for greater density, but maintains consistency with development patterns in the area



Goal LU-1: Grow Compactly: Achieve sound, sustainable growth in compact development patterns with balanced land uses planned in coordination with transportation and infrastructure systems

Goal LU-3: Grow our Assets: Maintain and Strengthen Neighborhoods, Commercial and Employment Areas

Goal HN-1: Develop and maintain a housing stock that meets the needs of all residents with a diverse array of choice in type, cost and location

✓ **R7 District conforms** to goals of the Denton 2040 Comprehensive Plan

Consistency with R7 Purpose Statement

Per Subsection 3.2.7A, R7 shall:

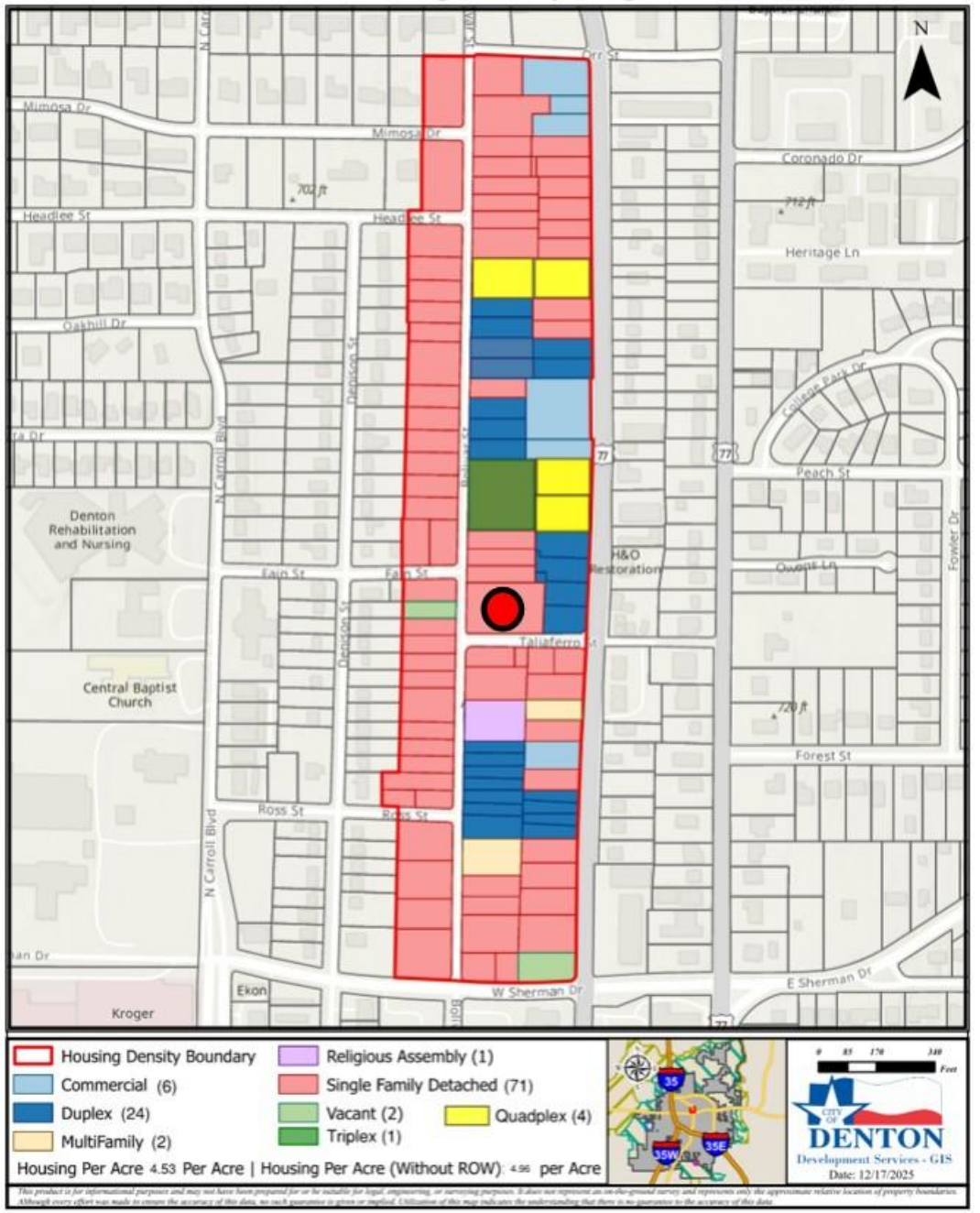
- Accommodate a variety of housing types
- Maintain character of the neighborhood
- Compatibility with existing land uses, patterns, and design standards

✓ **Maintains the existing character of the neighborhood**

✓ **Addresses the need for missing middle housing**

✓ **Compatible with the surrounding area**

Z25-0018
Housing Density Map



Criteria for Approval – DDC 2.4.5E and 2.7.2D

Summary:

- ✓ Proposed zoning is consistent with the R7 purpose statement.
- ✓ Proposal is generally consistent with the goals and policies and the Future Land Use Map of the Denton 2040 Comprehensive Plan.
- ✓ Proposed zoning and development would be compatible with surrounding context in City.
- ✓ Zoning is not expected to generate significant adverse environmental, infrastructure, or fiscal impacts.

General Approval Criteria for All Applications (Sec. 2.4.5E)

1. General Criteria
2. Prior Approvals
3. **Consistent with the Comprehensive Plan and Other Applicable Plans**
4. Compliance with this DDC
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. Minimizes Adverse Environmental Impacts
8. Minimizes Adverse Impacts on surrounding Property
9. Minimizes Adverse Fiscal Impacts
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Zoning Criteria for Approval (Sec 2.7.2.D)

- **a. The proposed rezoning is consistent with the Future Land Use Map designation.**
- b. The proposed rezoning is consistent with relevant Small Area Plan(s).
- **c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.**
- **d. There have been or will be significant changes in the area to warrant a zoning change.**
- **e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.**
- f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.
- g. There was an error in establishing the current zoning district.

Notification

Newspaper posted: December 26, 2025 and April 19, 2026

City website posted: December 23, 2025 and April 14, 2026

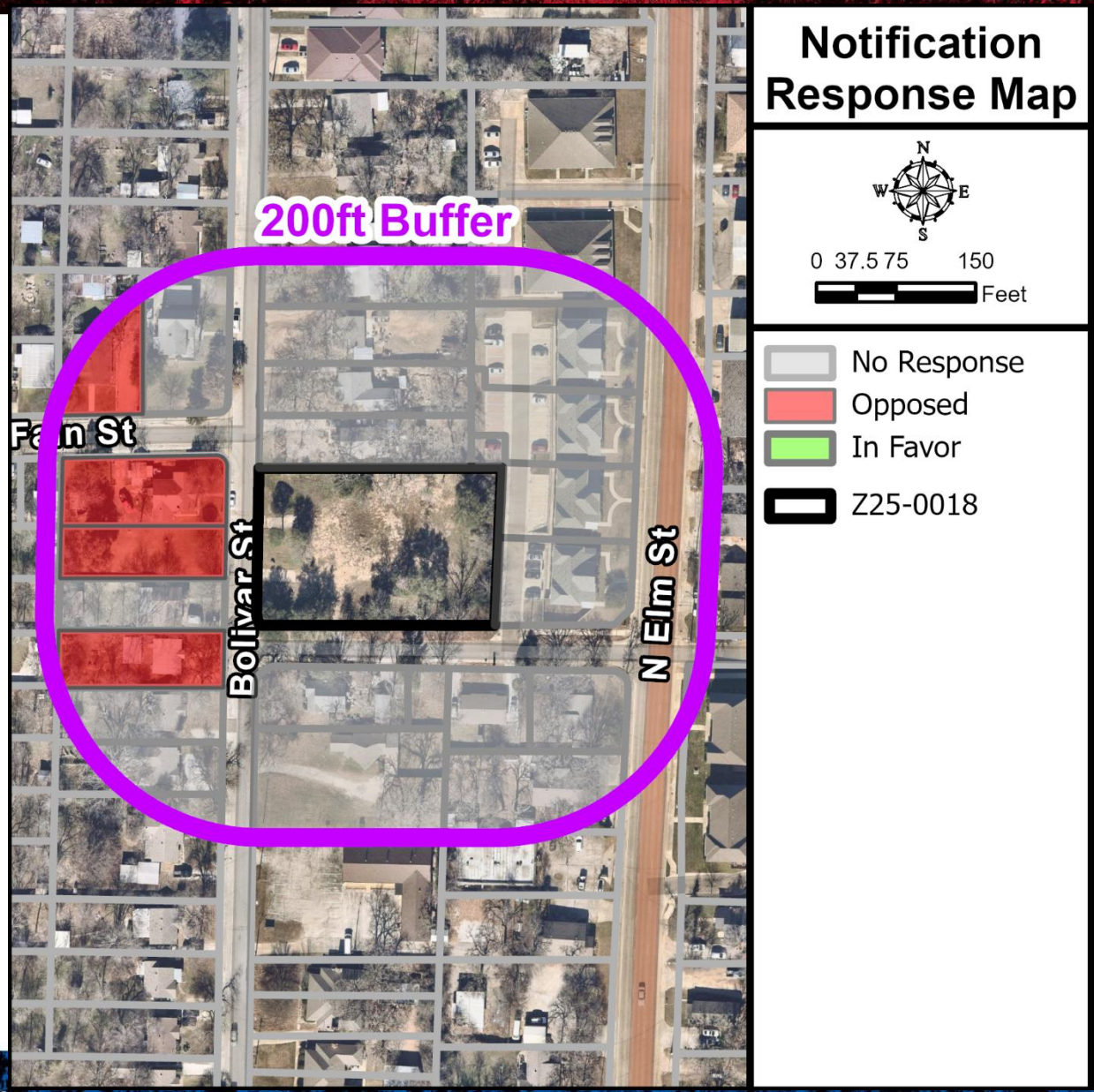
Property posted: December 29, 2025

Mailed notices

- 200 ft. Public Hearing Notices mailed: 38
- 500 ft. Courtesy Notices mailed: 167

Responses:

- In Opposition: 4- 11.8%
- In Favor: 0
- Neutral: 0



Recommendation

Staff recommends **approval** of the zoning change requests to the Residential 7 (R7) District 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.

On January 14, 2026, the Planning and Zoning Commission **recommend approval (7-0)**.

QUESTIONS?

Bryce Van Arsdale
Assistant Planner
Development Services

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Manager's Office

ICM: Cassey Ogden

DATE: May 5, 2026

SUBJECT

Consider an ordinance of the City of Denton, approving and authorizing the City Manager to execute a lease agreement with the Denton City Federation of Women's Clubs for approximately 18,000 square feet of land located at 610 Oakland Street, situated in Quakertown Park, for a twenty year initial term with two ten year renewals; and providing an effective date.

BACKGROUND

The City of Denton leases a site located at 610 Oakland Street to the Denton City Federation of Women's Clubs (Federation), situated within Quakertown Park. This lease was originally executed in 1927 and is set to expire in August 2026.

While the City owns the land, the Denton Woman's Club Building is operated by the Federation during the term of the Lease. Founded in 1913, the Federation constructed the facility as a hub for civic, cultural, and educational engagement. The building is a designated local landmark and is located within the O'Neil Ford Civic Complex, which includes several structures: Emily Fowler Library, City Hall, Civic Center Pool, and Quakertown Civic Center. Quakertown Park was originally a Freedmen's Town before its conversion into a municipal park in the 1920s.

Prior Council Direction

In September 2022, City Council held a work session to explore methods for commemorating former Quakertown residents. Options discussed included memorial markers, a "living museum" concept, and the potential use of the Woman's Club Building as a museum space. The City Council provided direction to incorporate these memorial elements into the Design Downtown Denton plan. Adopted in September 2024, this plan focuses on the redesign of Quakertown Park to acknowledge its layered history but did not include the use of the Woman's Club Building as a museum space.

Lease Negotiations

Following a formal request for a new lease from the Federation in the fall of 2025, City staff began negotiations to ensure the lease aligns with providing a public purpose and includes clear end-of-term options for the future City Council.

Proposed Lease Terms

Term: An initial 20-year lease with two 10-year options for renewal (subject to Council approval), totaling a potential 40-year term.

Land Valuation & Reduced Footprint: Staff determined the land value as $27,720 annually ($1.54 per sq. ft. for 18,000 sq. ft.). The new lease utilizes a reduced footprint from the 1927 lease, returning side and rear parking spaces to public parking.

Financial Terms: The Federation will pay an annual rent of $1,320, with CPI adjustments every five years that are capped at 20%. The City Council through the annual budget process may dedicate these funds to a specific purpose.

Community Benefit (In-Kind): The City will receive 24 full-day rentals annually for municipal use or city-sponsored events. Scheduling procedures will be finalized via a separate memorandum within 60 days of commencement of the lease. This represents the remainder of the land valuation and is part of the rent for the lease.

Governance and Public Purpose: To ensure the lease continues to serve the residents of Denton, the agreement establishes the following oversight mechanisms:

Public Purpose: The Federation must adhere to established goals that benefit the public.

Reporting: The Federation will provide an annual report to the Park Board, detailing the building's condition and a long-term capital improvement plan.

FISCAL INFORMATION

The Federation will pay an annual rent of $1,320, with CPI adjustments every five years. The first payment will be prorated for 2026 and due on or before commencement of the agreement (May 5, 2026) The remaining payments will be on or before January 1.

The City Council through the annual budget process may dedicate these funds to a specific purpose.

PRIOR ACTION REVIEW

Original Lease Agreement effective as of August 3, 1927

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation
Exhibit 3 - Ordinance and Lease

Respectfully submitted:

Christine Taylor
Assistant City Manager

Ground Lease Agreement
City of Denton &
Denton City Federation of Women's Clubs

Christine Taylor, Assistant City Manager
May 5, 2026
ID 26-0757

Current Conditions

- The City of Denton currently holds a lease agreement with the Denton City Federation of Women's Clubs (Federation).
- The lease was originally executed in 1927 for a total of $1.00 for the full term (99 years) and is set to expire in August 2026.
- The Federation constructed the Woman's Club Building as a civic, cultural, and educational gathering space.
- The building is located within Quakertown Park and is designated a local historical landmark.

Prior Council Direction

- In September 2022, City Council held a work session to explore methods for commemorating former Quakertown residents.
  - The City Council provided direction to incorporate memorial elements into the Design Downtown Denton plan.
    - Adopted in September 2024, this plan focuses on the redesign of Quakertown Park to acknowledge its layered history but did not include the use of the Woman's Club Building as a museum space.

Key Terms

The proposed ground lease was drafted using a framework to balance community benefit and clarity for future decision-makers.

- Term: An initial 20-year lease with two 10-year options for renewal (subject to Council approval), totaling a potential 40-year term.
- Reduced Footprint: From 28,790 to 18,000 sq/ft, no exclusive parking
- Land Valuation: Fair Market Value =$27,720 annually
- Financial Terms: The Federation will pay an annual rent of $1,320, with CPI adjustments every five years.
- Community Benefit (In-Kind): The City will receive 24 full-day rentals annually for municipal use or City-sponsored events. Value of $26,400
- Historical Marker: Installed within 180 days of lease commencement

Public Purpose

The lease agreement is focused on the Public Purpose through defined Mission and Goals of the Federation.

The Federation operates on a nonprofit basis for exclusively charitable, educational, and literary purposes.

The mission of the Denton City Federation of Women's Clubs is to further the common good and general welfare of the Denton community by promoting broader culture and the mutual improvement of the public in literature, music, and art.

Annual Goals

Public Cultural and Programming

The Federation shall present no fewer than three public programs annually that promote cultural enrichment in the Denton community. Such programs may include, but are not limited to, lecture, performance, or educational events held at the Building and open to the general public.

Community Fundraising and Building Stewardship

The Federation shall conduct fundraising activities in support of the preservation and maintenance of the Building. Such activities may include, but are not limited to, participation in the Denton Arts and Jazz Festival, the Footlight Fundraising Series, Denton Holiday Lighting or other events designed to generate community support

Reporting Requirement

Annual Report submitted to the City's Parks Recreation, and Beautification Board regarding the annual goals met the prior year, building condition, and capital plan, as well as Federation' plans for the next year.

End of Term Options

The lease includes clear end of term options for the future Council:

One year before the end of the termination

1. The City and Federation may agree on a new lease; or

2. The Federation may remove the Building; or

3. The City may purchase the Building at fair market value.

- If none of the above occur within 180 days after final expiration, the City will have the option to transfer ownership of the Building or take ownership itself.
- If the Federation dissolves or is in default, the Building may transfer to a successor nonprofit selected by the City, with conditions.

Recommendation

Staff recommends approval of ordinance authorizing the City Manager to execute a lease agreement with the Denton City Federation of Women's Clubs for approximately 18,000 square feet of land located at 610 Oakland Street, situated in Quakertown Park for a twenty (20) year initial term with two ten (10) year renewal options.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE DENTON CITY FEDERATION OF WOMEN'S CLUBS FOR APPROXIMATELY 18,000 SQUARE FEET OF LAND LOCATED AT 610 OAKLAND STREET, SITUATED IN QUAKERTOWN PARK, FOR A TWENTY YEAR INITIAL TERM WITH TWO TEN YEAR RENEWALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") currently has a land lease agreement with the Denton City Federation of Women's Clubs ("Federation"); and

WHEREAS, the City and the Federation negotiated a new lease agreement (the "Lease"), for the use and occupancy of approximately 18,000 square feet of land located at 610 Oakland Street, Denton, Texas, situated in Quakertown Park; and

WHEREAS, the City Council deems it is in the public interest to enter into a Lease with the Federation under the terms established therein; NOW, THEREFORE

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Lease and to exercise all rights and perform such obligations as required under the Lease, including any City consents or approvals thereunder except for renewals of the Lease term.

SECTION 3. The City Manager, or their designee, is hereby further authorized to enter into a memorandum with the Federation establishing the terms of use for the in-kind rental.

SECTION 4. The City Manager, or their designee is also authorized to replace the existing Exhibits A to the Lease with final survey exhibits once such exhibits are completed.

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

[*signatures to follow*]

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 Ramohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

Scott Bray
Deputy City Attorney

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

GROUND LEASE AGREEMENT

between

CITY OF DENTON

and

Denton City Federation of Women's Clubs

dated as of
May 5, 2026

TABLE OF CONTENTS

Page No.

ARTICLE I LEASE OF LEASED PROPERTY; TERM 2

Section 1.1 Lease of Leased Property 2
Section 1.2 Lease Term 2
Section 1.3 Holding Over; Rights at Expiration 2
Section 1.4 Inspection of Leased Property; Access to Books and Records 3
Section 1.5 Ownership of Leased Property 3

ARTICLE II RENTAL 3

Section 2.1 Rent 4
Section 2.2 Time and Place of Payments 4
Section 2.3 Delinquent Rent 4

ARTICLE III OCCUPANCY, USE AND CONDITIONS OF LEASED PROPERTY 4

Section 3.1 Condition of Leased Property 4
Section 3.2 Ownership of Building 4
Section 3.3 Access 5
Section 3.4 Use of Leased Property and Compliance with all Laws and Regulations 5
Section 3.5 No Unauthorized Use 6
Section 3.6 Permits and Licenses 6
Section 3.7 Payment of Taxes 6
Section 3.8 No Liens 7

ARTICLE IV REPRESENTATIONS AND WARRANTIES 7

Section 4.1 Representations by City 7
Section 4.2 Representations by Federation 7

ARTICLE V OBLIGATIONS OF FEDERATION 7

Section 5.1 Operations and Maintenance 7
Section 5.2 Utilities 8
Section 5.3 Signs 8
Section 5.4 Security 8
Section 5.5 Hazardous Materials. 8
Section 5.6 Trash, Garbage, and Other Refuse 9
Section 5.7 Parking. 9

ARTICLE VI INDEMNIFICATION AND INSURANCE 9

Section 6.1 Insurance 9
Section 6.2 Notice of Cancellation, Material Change, and Non-Renewal 10
Section 6.3 Indemnification and Duty to Pay Damages. 11

ARTICLE VII DEFAULT AND REMEDIES 12

Section 7.1 Federation's Default 12
Section 7.2 Default by City 12
Section 7.3 Remedies for Failure to Pay Rent 13
Section 7.4 Remedies for Breach of Agreement 13
Section 7.5 Survival 13

ARTICLE VIII ASSIGNMENT AND SUBLEASING 13

Section 8.1 Assignment by Federation 13
Section 8.2 Assignment by City 14
Section 8.3 Encumbrances 14

ARTICLE IX MISCELLANEOUS PROVISIONS 14

Section 9.1 Waiver of Exemption 14
Section 9.2 Addresses 14
Section 9.3 No Waiver 15
Section 9.4 Federation's Subordination 15
Section 9.5 Additional Charges as Rent 15
Section 9.6 Non-Interference with City Operations 15
Section 9.7 Interpretation 15
Section 9.8 Force Majeure 16
Section 9.9 Governing Law and Venue 16
Section 9.10 Amendments and Waivers 16
Section 9.11 Severability 16
Section 9.12 Relationship of Parties 17
Section 9.13 Further Assurances 17
Section 9.14 Texas Government Code 2252.153 Certification. 17
Section 9.15 Texas Government Code 2274.0102 Certification 17
Section 9.16 Counterparts. 17
Section 9.17 Prohibition on Contracts with Companies Boycotting Israel. 17
Section 9.18 Prohibition on Contracts with Companies Boycotting Certain Energy Companies. 18
Section 9.19 Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations. 18
Section 9.20 Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization. 18
Section 9.21 Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies. 18
Section 9.22 City Consent 19

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Agreement") effective as of this _____ day of _____, 2026, by and between the CITY OF DENTON, a Texas home-rule municipal corporation ("City"), and Denton City Federation of Women's Clubs ("Federation" and, together with City, the "Parties" and each a "Party").

RECITALS

WHEREAS, City owns and operates Quakertown Park (the "Property");

WHEREAS, Federation maintains and operates the building located at 610 Oakland Street, known as the Denton Woman's Club Building (the "Building");

WHEREAS, City owns that certain real property described and depicted on **Exhibit A,** attached hereto and made part hereof, consisting of approximately 18,000 square feet located at 610 Oakland Street Denton, Texas 76201 in Quakertown Park (such real property, together with all rights, privileges, easements (temporary and permanent), and appurtenances benefiting or encumbering such real property except for the Building, are collectively referred to herein as the "Leased Property," "Premises," or "Leased Premises");

WHEREAS, Federation will continue to operate the existing Building located on the Leased Property as a community and rental space that furthers the goals of the community, Denton City Federation of Women's Clubs, Texas Federation of Women's Club and General Federation of Women's Clubs and in accordance with the Federation mission and goals as defined in **Exhibit B** (the "Mission and Goals");

WHEREAS, City desires to permit uses of the Leased Property that are beneficial to the City, Federation, and the general public;

WHEREAS, City has determined that the Mission and Goals on the Leased Property will be beneficial to the City, Federation, and serve a public purpose; and

WHEREAS, Federation is qualified, willing and able to undertake such activities, and the City is willing to lease the Leased Property to Federation for continued Building operations in line with the Mission and Goals; and

WHEREAS, the Parties hereto wish to memorialize their agreement with respect to the Leased Property herein.

CT CITY

FEDERATION

NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are hereby incorporated into this Agreement, and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

ARTICLE I
LEASE OF LEASED PROPERTY; TERM

Section 1.1 Lease of Leased Property.

A. City hereby leases to Federation, and Federation hereby rents from City for its exclusive use the Leased Property, and all herein described rights incident thereto, for and during the Lease Term (hereafter defined) and upon and subject to the terms, provisions and conditions herein set forth. The Parties agree that the lease between the Parties effective August 3, 1927, and recorded in the Denton County records is hereby terminated and no longer in effect.

Section 1.2 Lease Term. The term of this Agreement shall be for an initial term commencing on May 5, 2026 (the "Commencement Date") and continuing for twenty (20) years thereafter, unless sooner terminated pursuant to the provisions of this Agreement (the "Lease Term"). The Lease Term may be extended for up to two (2) additional ten-year increments conditioned upon City Council consent. Federation shall submit its request for each renewal term not less than one hundred eighty (180) days prior to the end of the then current Lease Term. However, the foregoing shall not preclude the Parties from entering into a new lease to be effective after the expiration of the Lease Term and the City will provide at least one-year advanced notice that a new lease would need to be negotiated subject to City Council approval. The Parties will meet to discuss options at expiration including (i) a new lease, (ii) removal of the Building pursuant to this Agreement, or (iii) the City's purchase of the Building. Nothing in this Section requires the City Council enter into a new lease after the expiration or termination of this Agreement.

Section 1.3 Holding Over; Rights at Expiration.

A. If Federation does not vacate the Premises following termination of this Agreement, Federation will become a tenant at sufferance. No holding over by Federation, whether with or without the consent of Landlord, will extend the Agreement term. Federation stipulates that its possession of the Leased Property after the expiration of the Agreement term, as a tenant of sufferance, will cause damage to City in excess of fair market value of rent resulting, in part, due to City operations at the Property.

B. Federation further agrees that, upon the expiration or termination of the Lease Term, the Leased Property will be delivered to City in good working order and condition, reasonable wear and tear and matters covered by insurance excepted, and the Building will be delivered to the City or other entity selected by the City as set forth below or in Section 3.2.B in as good a condition as when such Building were constructed, located, installed, placed or erected in, upon or under the Leased Property, reasonable wear and tear and matters covered by insurance excepted. Upon expiration or termination of this Agreement, the disposition of the Building shall be governed by Section 1.2 and this Section. The Federation's ownership rights in the Building remain in full effect until any compensation to the Federation has been paid in full or the Federation has exercised its

CT CITY FEDERATION

option to remove the Building. If the City has not bought the Building, or the Federation has not exercised its option to remove the Building within one hundred and eighty (180) days of termination or expiration of the Agreement, the Federation hereby agrees that the Federation shall forfeit any rights in and to the Building as of the date of such expiration or termination and shall not assert any ownership rights as to such Building. In such event, the City will have the option to transfer ownership of the Building or take ownership itself.

C. Except as otherwise expressly set forth elsewhere herein, Federation shall have no rights with respect to any improvements made to the Leased Property during the Lease Term that are not otherwise required to be removed by City.

Section 1.4 Inspection of Leased Property; Access to Books and Records. City, through its duly authorized agents, shall have at any reasonable time the right to enter the Leased Property and the Building for the purpose of periodic inspection for fire protection (if applicable), maintenance, and to investigate compliance with the terms of this Agreement; provided, however, that except in the case of emergency, Federation shall have no less than forty-eight (48) hours' notice and an opportunity to have an agent present. The City agrees that any entry pursuant to this Section 1.4 will not unreasonably interfere with Federation's operations. Federation agrees to provide any documents that may be reasonably requested by City to determine compliance with this Agreement within thirty (30) days of such request.

Section 1.5 Ownership of Leased Property. City and Federation intend and hereby agree that the Leased Property shall be and remain the property of City during the entire term of this Agreement and thereafter.

Section 1.6 Ownership of Building. City and Federation intend and hereby agree that the Building shall be and remain the property of the Federation during the Lease Term subject to Section 1.3 and Section 3.2 of this Agreement.

ARTICLE II
RENTAL

Section 2.1 Rent.

A. In consideration for the use of the Leased Property herein granted, Federation shall pay to City the following rental amounts (the "Rent"). The annual rent shall be in the sum of ONE THOUSAND AND THREE HUNDRED AND TWENTY AND NO/100 DOLLARS ($1,320.00) (sales tax included) (if applicable). On or prior to the Commencement Date (May 5, 2026), Federation shall pay City the first year's prorated Rent. All other Rent payments will be due in advance on or before January 1 of the year to which the Rent payment relates. Failure to receive an invoice reflecting Rent in a timely manner does not absolve Federation from its obligation to pay the Rent on or before the first day of the year to which the Rent payment relates. If the Commencement Date or a termination date occurs on a day other than the first day of a year, Rent will be prorated on the basis of the number of actual days in such year. If the termination date occurs after the Rent payment has been made, the City will refund the Federation the prorated rent based on the remaining months in the contract period after the termination date within sixty (60) days of the termination date.

CT CITY FEDERATION

B. The Rent for the Leased Property shall be increased, but not decreased every five years of the Lease Term, with the first increase occurring on the first day of the year of each five year period. Adjustments to the rent shall be on the basis of the proportion that the then current and available month United States Consumer Price Index for all urban consumers ("CPI-U") for the Dallas-Fort Worth Bureau of Labor Statistics bears to the January 2026 index not to exceed 20%.

C. The annual Rent shall include twenty-four (24) days of full day usage by the City at no charge to the City of the Building on dates to be mutually selected by the Parties during each year of the Lease Term. To the extent allowed by the laws of the State of Texas, City will comply with any policies Federation requires other users of the space to abide by. The Parties will develop procedures for scheduling and utilizing such days in a separate memorandum within sixty (60) days of the Commencement Date including procedures for revenue generating rentals.

Section 2.2 Time and Place of Payments. The Rent shall be payable by wire transfer annually on or before January 1 of each calendar year.

Section 2.3 Delinquent Rent. In the event Rent due pursuant to Section 2.1 or any other amounts payable by Federation hereunder shall not be paid by Federation on or before thirty (30) days after the due date thereof (the "Grace Period"), Federation shall pay to City an interest charge equal to the lower of (i) the annual rate equal to the Prime Rate (as defined herein) then in effect plus two percent (2%) and (ii) the maximum percentage allowed by law, multiplied by the amount due for each full calendar month of delinquency, computed as simple interest. Interest shall be computed and assessed from the due date. The "Prime Rate" means the interest rate (sometimes referred to as the "base rate") for large commercial loans to creditworthy entities announced from time to time by Citibank, N.A. (New York), or its successor bank, or, if such rate is not announced, the rate published in The Wall Street Journal as the "Prime Rate" from time to time (or, if more than one rate is published, the arithmetic average of such rates), in either case determined as of the date the obligation to pay interest arises.

ARTICLE III
OCCUPANCY, USE AND CONDITIONS OF LEASED PROPERTY

Section 3.1 Condition of Leased Property. Federation accepts the Leased Property in their present "as is" condition. **FEDERATION RELEASES CITY AND HOLDS CITY AND CITY'S OFFICERS, DIRECTORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY CLAIMS ARISING OUT OF OR RELATED TO ANY CONDITION OF THE LEASED PROPERTY.**

Section 3.2 Ownership of Building.

A. Any personal property related the Building that is removed from the Leased Property or the Building without causing material damage to the Leased Property or Building will be considered the personal property of Federation ("Federation Personal Property") and will not be considered improvements. Federation shall not construct, locate, install, place, or erect any improvements at, upon or under the Leased Property without the express prior written consent of City.

B. Federation will own, operate, and maintain the Building during the Lease Term. Except for termination under Section 7.1(vi) or (vii), treatment of the Building at expiration or termination will be handled as set forth in Section 1.3.B. If this Agreement is terminated under Section 7.1(vi) or (vii), Federation hereby agrees to transfer any remaining Lease Term and the Building at no cost to a successor entity who agrees to substantially effectuate the Mission and Goals and is selected by City.

C. The Federation Personal Property may remain the personal property of Federation and may be removed by Federation at any time on or before the end of the Lease Term subject to compliance with all federal, state, and local laws and regulations. In connection with the expiration or termination of this Agreement, City reserves the right to require Federation to remove the Federation Personal Property from the Leased Property by the date of expiration or termination of this Agreement. If so required, Federation shall remove the Federation Personal Property from the Leased Property by the date of expiration or termination of this Agreement. Federation shall, in removing any such Federation Personal Property or other personal property, repair all damage to the Leased Property and the Building caused by such removal. Any Federation Personal Property or any other property, of any kind or type, left or remaining on the Leased Property at the expiration or termination of this Agreement shall be deemed abandoned property and, without liability of any kind to City and without payment of consideration of any kind to Federation, at City's option may be removed, retained, stored, destroyed, or disposed of by City or its contractors, all at Federation's expense. Federation shall remove from Property any and all hazardous or environmentally sensitive materials that are located upon or may accumulate or otherwise be placed on the Property ("Hazardous Material") and dispose of same in accordance with all applicable statutes, regulations, rules, orders, and ordinances. It is expressly stipulated that Hazardous Material shall be deemed at all times the property of Federation; and City may remove, retain, store (at Federation's expense), destroy, or dispose of any personal property and any other property, of any kind or type, left or remaining on the Property at the termination of the Lease, without liability of any kind to the City. The rights and obligations provided in this Section 3.2.B. shall survive any expiration or termination of this Agreement.

Section 3.3 Access. City agrees that if Federation is not in breach of this Agreement beyond any applicable notice and cure period, Federation and Federation's employees, officers, directors, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Federation's Associates") are authorized to enter, exit and transit across the existing roads in the public access areas of the Property on a non-exclusive basis for purposes of ingress and egress to the extent reasonably necessary in connection with the Mission and Goals authorized by City and for Federation's use, occupancy, and operations at the Leased Property. Federation shall, at its expense, in connection with any of the activities described in this Section 3.3 or elsewhere in this Agreement, repair or restore any and all damage to the City-owned property, Property, Leased Property, and Building caused by or resulting from the acts or omissions of Federation or any of Federation's Associates. Federation and Federation's Associates agree to comply with the reasonable security and safety policies, procedures, and practices of the City at all times.

Section 3.4 Use of Leased Property and Compliance with all Laws and Regulations. Federation agrees that it shall use the Leased Property and the Building only for purposes consistent with the Mission and Goals set forth in Exhibit B and any other reasonable business purposes consistent with the certificate of occupancy of the Building. Federation and Federation's

Associates shall comply at all times, at Federation's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Federation's business (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the term of this Agreement including, but not limited to, master plans and zoning codes, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements; and all lawful, reasonable, and nondiscriminatory City policies and other requirements, including but not limited to restrictions on noise, dust and light spillover and any current or future agreements to which the City is a party restricting noise, dust, light spillover or operations on the Property. Federation shall provide all required notices under the Laws and Regulations with respect to the Leased Property or the Building. If requested by City in writing, Federation will verify, within a reasonable time frame, compliance with any Laws and Regulations. Further, in its use of the Leased Property and the Building, Federation shall comply with the following:

A. Address. Federation shall file with the City and keep current its mailing and email addresses, landline telephone and cell phone numbers, and contacts where it can be reached in an emergency.

Section 3.5 No Unauthorized Use. Federation and Federation's Associates shall use the Leased Property and the Building to the limited extent provided herein only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, restricting access on any road or other area that Federation does not lease; placing waste materials on or around the Leased Property or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or adversely impact adjacent landowners; and any use that would be prohibited by or would impair coverage under either Party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premise.

Section 3.6 Permits and Licenses. Federation shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Federation's use, occupancy, or operations at the Leased Property or of the Building. In the event that Federation receives notice from any governmental entity that Federation lacks, or is in violation of, any such permit, license or other requirement, Federation shall provide City with timely written notice of the same and Federation shall diligently pursue the resolution of any such issues.

Section 3.7 Payment of Taxes. Federation shall pay (before their respective due dates) all applicable taxes, including ad valorem taxes, and all fees, charges, assessments, and levies that relate to Federation's use, occupancy, or operations at the Leased Property and all other obligations for which a lien may be created relating thereto. During the Lease Term, Federation shall be responsible for any and all taxes generated by the Denton County Tax Assessor / Collector. With respect to the Leased Property and the Building, such taxes shall be prorated between Federation and City on a daily basis for the tax years in which the Lease Term commences and expires or

terminates. City shall either forward tax bills for the Leased Property to Federation, or cause the taxing authority to mail the bills directly to Federation.

Section 3.8 No Liens. No liens related to Federation or Federation's use, occupancy or operations may be placed upon the Leased Property. Within thirty (30) days, Federation shall pay all lawful claims made against City and discharge all liens filed or which exist against the Leased Property to the extent such claims arise out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Federation its contractors, subcontractors, or materialmen. However, Federation shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to City, in an amount equal to one hundred percent (100%) of such claim or lien, which insures that such claim or lien will be properly and fully discharged forthwith in the event that such contest is finally determined against Federation or City. City shall give timely notice to Federation of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Property, Federation shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein. Federation is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable (such as filing such contracts, if necessary).

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations by City. City represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of City.

Section 4.2 Representations by Federation. Federation represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Federation. Federation represents and warrants that at the Commencement Date and for the duration of the Lease term they will be in existence as a registered 501(c)(4) entity and comply with all applicable state and federal laws related to such designation.

ARTICLE V

OBLIGATIONS OF FEDERATION

Section 5.1 Operations and Maintenance. Federation shall maintain the Leased Property and the Building in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse, debris, or anything that is unsightly, creates a fire hazard or nuisance, or causes inconvenience to adjoining properties. Federation shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Federation shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Federation shall not store on the Leased Property any inoperable equipment, excess, discarded or unsightly materials, or materials likely to

CT CITY FEDERATION

create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 5.5. In addition, Federation agrees to comply with all applicable provisions of City's Texas Pollutant Discharge Elimination Multi-Sector General Permit. The City will provide the Federation at least thirty (30) days' notice of any capital projects the City will do in the vicinity of the Leased Property.

Section 5.2 Utilities. City represents that there are water, sewer, and electrical lines accessible within the general vicinity of the Leased Property. Further, Federation shall pay for telecommunications, television, internet, gas, electricity, water, sewer, and garbage and trash removal services provided to or used by Federation and shall make such deposits as are required to secure service. Any repairs of such utility lines, other than those which are the responsibility of the utility service, are the responsibility of Federation.

Section 5.3 Signs. Starting on the Commencement Date, Federation shall not place, or cause to be placed, any sign or signs on the Leased Property or the exterior of the Building unless otherwise agreed to in writing by City within (10) days of a request of the Federation.

Section 5.4 Security. Federation is responsible to comply (at Federation's sole cost) with all security measures that City or any other governmental entity having jurisdiction may require now or in the future in connection with the Federation's activities and operations on the Leased Property, including, but not limited to, any access credential and escort requirements, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Federation or Federation's Associates. Federation shall protect and preserve security at the Leased Property.

Section 5.5 Hazardous Materials.

A. No Violation of Environmental Laws. Federation shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Leased Property by Federation or Federation's Associates in violation of applicable Environmental Laws. Federation is responsible for any such violation as provided by Section 7.1.

B. Response to Violations. Federation agrees that in the event of a release or threat of release of any Hazardous Material by Federation or Federation's Associates on the Leased Property, Federation shall provide City with prompt notice of the same. Federation shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Federation conduct reasonable testing and analysis (using qualified independent experts reasonably acceptable to City) to show that Federation is complying with applicable Environmental Laws. City may conduct the same at Federation's expense if Federation fails to respond in a reasonable manner. Federation shall cease any or all of Federation's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Federation or Federation's Associates violate any Environmental Laws at the Leased Property (whether due to the release of a Hazardous Material or otherwise), Federation, at Federation's sole expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such

CT CITY FEDERATION

violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide City copies of all documents pertaining to any environmental concern that are not subject to Federation's attorney-client privilege.

C. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement or any change in possession of the Leased Property authorized by City, Federation shall demonstrate to City's reasonable satisfaction that Federation has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Property. If the site is contaminated during Federation's possession, Federation shall bear all costs and responsibility for the required clean up, and shall hold City, its officers, elected and appointed officials, employees, and agents harmless therefrom unless such contamination was caused directly by the City. Notwithstanding anything to the contrary, the obligations of this Section 5.5.C. shall survive any termination of this Agreement.

Section 5.6 Trash, Garbage, and Other Refuse. Federation shall pick up and provide for a complete and proper arrangement for the adequate sanitary handling and disposal of trash, garbage and other refuse, away from the Leased Property through the City or any other licensed refuse hauler. Federation is responsible for contacting the refuse hauler and arranging for such waste management, handling and disposal services and for payment of such services. Federation shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse on the Leased Property. Federation shall not pile boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Property.

Section 5.7 Parking. Federation acknowledges and agrees that they have no right to reserve any parking and all parking around the Leased Property is first-come, first-serve and subject to the same rules and regulations as other public parking areas.

ARTICLE VI
INDEMNIFICATION AND INSURANCE

Section 6.1 Insurance. Federation agrees to purchase at their own cost and maintain the minimum insurance coverage as provided below. Federation shall provide satisfactory certificate(s) of insurance, including any applicable endorsements to the City no less than thirty (30) days prior to the scheduled program date.

A. 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**.

B. Each policy shall be primary and noncontributory with any other coverage elsewhere afforded or available to the City, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising from the Federation's use of

CT CITY

FEDERATION

the property and shall not require the exhaustion of any other coverages afforded or available to the City.

C. General Liability Insurance: General Liability insurance with combined single limits of not less than $1,000,000.00 shall be provided and maintained by the Federation. The policy shall be written on a per occurrence basis, either in a single policy or in a combination of underlying and umbrella or excess policies. If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

D. All Risk Property Insurance covering buildings, including improvements and betterments with insured value no less than 80% replacement cost. Covered perils shall include, but not be limited to, Fire, Extended Coverage, and Vandalism & Malicious Mischief.

Liability policies shall be endorsed to provide the following:

- Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and Volunteers.
- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

Section 6.2 Notice of Cancellation, Material Change, and Non-Renewal: All insurance required herein shall be endorsed to provide a 30-day notice of cancellation, material change, and non-renewal to the City to the extent commercially available. If this endorsement cannot be provided, Federation will immediately provide written notice to the City should any of the insurance policies required herein be canceled, limited in scope, or not renewed upon expiration. Said notice must be provided no later than 30-days prior (except 10 days for nonpayment of premium) to any such action being taken. Federation agrees to purchase general liability insurance in the amount of $1,000,000.00 combined single limit to cover Federation's operations as described in Section 3.4. Insurance coverage shall include City as an additional named insured, providing fifteen (15) days' notice of cancellation. Federation shall submit Certificate(s) of

Insurance to City within ten (10) working days after the effective date of this Agreement, and yearly thereafter.

Section 6.3 Indemnification and Duty to Pay Damages.

A. **FEDERATION SHALL INDEMNIFY AND HOLD CITY AND CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND AGENTS EXEMPT AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS, AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS (INCLUDING AGENTS OR EMPLOYEES OF CITY OR FEDERATION) BY REASON OF DEATH OR INJURY TO PERSONS OR LOSS OF OR DAMAGE TO PROPERTY RESULTING FROM (I) FEDERATION'S BREACH OR OTHER VIOLATION OF THIS AGREEMENT, OR AND (II) FEDERATION'S OR FEDERATION'S ASSOCIATES ACTIVITIES OR OPERATIONS, OR ANYTHING DONE OR OMITTED BY FEDERATION OR BY ANY OF FEDERATION'S ASSOCIATES, UNDER THIS AGREEMENT EXCEPT TO THE EXTENT THAT SUCH CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS, AND EXPENSES MAY BE ATTRIBUTED TO THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, ITS AGENTS, ITS EMPLOYEES.**

B. **FEDERATION SHALL INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE CITY OF DENTON TO ANY AND ALL CLAIMS FOR DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY OR FROM: (I) THE USE AND OCCUPANCY OF THE AREA DESCRIBED IN EXHIBIT A; (II) THE PRESENCE, GENERATION, SPILLAGE, DISCHARGE, RELEASE, TREATMENT OR DISPOSITION OF ANY HAZARDOUS SUBSTANCE ON OR AFFECTING THE AREA SET OUT IN EXHIBIT A; (III) ALL CORRECTIVE ACTIONS CONCERNING ANY DISCOVERED HAZARDOUS SUBSTANCES ON OR AFFECTING THE AREA DESCRIBED IN EXHIBIT A, WHICH FEDERATION AGREES TO UNDERTAKE AND COMPLETE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. FEDERATION AGREES TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST THE CITY OF DENTON ON ACCOUNT OF SAME, AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST THE CITY OF DENTON IN CONNECTION THEREWITH. FOR PURPOSES HEREOF, "HAZARDOUS SUBSTANCE" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCES" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., AS AMENDED; (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261 ET SEQ., AS AMENDED; (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATING OILS; (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. SECTION 651 ET SEQ., AS AMENDED; (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND**

RECOVERY ACT, 42 U.S.C. SECTION 6901 ET SEQ., AS AMENDED; AND (F) ANY "CHEMICAL SUBSTANCE" UNDER THE TOXIC SUBSTANCE CONTROL ACT, 15 U.S.C. SECTION 2601 ET SEQ., AS AMENDED. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

C. City shall not be liable to Federation for any damage by or from any act or negligence of any tenant or other occupant by any owner or occupant of adjoining or contiguous property.

D. Federation agrees to pay for all damages to the Leased Property, the Building, and any related apparatus or appurtenances caused by Federation's misuse or neglect thereof.

E. Federation shall be responsible and liable for its conduct and the conduct of Federation's Associates in, on and around the Leased Property, including but not limited to under or around any City utilities.

F. The provisions of this Section 6.2 and the remedies and rights provided in this Section 6.2 shall survive any expiration or termination of this Agreement.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1 Federation's Default. The occurrence of any of the following events shall constitute a default by Federation under this Agreement unless cured within thirty (30) days following written notice of such violation from City: (i) Federation fails to timely pay any Rent; (ii) Federation or Federation's Associates violate any requirement under this Agreement (including, but not limited to, abandonment of the Leased Property); (iii) Federation assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Property except as expressly permitted in this Agreement; (iv) Federation files a petition in bankruptcy or has a petition filed against Federation in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Federation petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; (vi) Federation dissolves or dies; or (vii) Federation no longer performs the Mission and Goals. Notwithstanding the foregoing, with respect to clause (ii) of the previous sentence, if the nature of Federation's requirement is such that more than thirty (30) days are reasonably required for performance or cure of such requirement, Federation shall not be in default if Federation commences performance within such 30-day period and thereafter diligently pursues the same to completion.

Section 7.2 Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Federation to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City

commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

Section 7.3 Remedies for Failure to Pay Rent. If any Rent required by this Agreement shall not be paid when due, and City has provided Federation with the required notice and opportunity to cure as set forth in Section 7.1, City shall have the option to:

A. Terminate this Agreement, take possession of the Leased Property and Building, resume possession of the Leased Property for its own account, and recover immediately from Federation the differences between the Rent and the fair rental value of the Property for the Lease Term, reduced to present worth; or

B. Terminate this Agreement, take possession of the Leased Property and Building, resume possession of the Leased Property, re-lease the Leased Property and Building for the remainder of the Lease Term for the account of Federation, and recover from Federation, at the end of the Lease Term or at the time each payment of Rent comes due under this Agreement as City may choose, the difference between the Rent and the rent received on the re-leasing or renting of the Leased Property

In an event of default by Federation City shall also recover all reasonable and documented expenses incurred by reason of an event of default, including reasonable attorneys' fees.

Section 7.4 Remedies for Breach of Agreement. If Federation breaches or fails to perform any provision of this Agreement other than the agreement of Federation to pay Rent, City shall provide written notice to Federation identifying the breach or specifying the performance required. If Federation fails to remedy the breach within the required notice and cure period set forth in Section 7.1 City may terminate this Agreement or take any such action it is legally entitled to take, including instituting litigation to compel performance of this Agreement. Should litigation be filed by City and it is the prevailing party in that litigation, Federation shall be liable for all reasonable and documented expenses related to such litigation, including City's reasonable attorneys' fees. Upon termination of this Agreement, Federation agrees to make the transfer described in Section 3.2.B.

Section 7.5 Survival. The provisions of this Article VII and the remedies and rights provided in this Article VII shall survive any expiration or termination of this Agreement.

ARTICLE VIII

ASSIGNMENT AND SUBLEASING

Section 8.1 Assignment by Federation.

A. Federation shall not assign any of its rights under this Agreement, including, but not limited to, rights in any Building, (whether such assignment is voluntarily or involuntarily, by consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same, in City's sole discretion. As a condition of obtaining such consent, the City reserves the right to require the transferee receiving any such rights from Federation to (i) provide its financial

CT CITY

JWB FEDERATION

statements or other financial or credit information to City for review, (ii) provide replacement insurance certificates for the insurance required under this Agreement prior to the effective date of the transfer or assignment, (iii) provide a security deposit or letter of credit in the manner and form acceptable to City securing payment and other obligations under this Agreement, and/or (iv) execute a new lease agreement provided by City. Regardless of City's consent, Federation shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void.

Section 8.2 Assignment by City. City shall have the right, in City's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegated its duties), and upon any such assignment, Federation agrees that Federation shall perform its obligations under this Agreement in favor of such assignee.

Section 8.3 Encumbrances. Federation shall not encumber or permit the encumbrance of the Leased Property or any of Federation's rights under this Agreement. Any purported encumbrance of rights in violation of this Section 8.3 is void.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Waiver of Exemption. Any constitutional or statutory exemption of Federation of any property usually kept on the Leased Property, from distress or forced sale, is waived.

Section 9.2 Addresses. All notices given under this Agreement to City shall be sent to the City in care of City Manager, City of Denton, at 215 E. McKinney, Denton, Texas 76201, with a copy to the City Attorney, City of Denton, at 215 E. McKinney, Denton, Texas 76201 and to the Real Estate Department 401 N. Elm St. Denton, Texas 76201, or such other place as City shall specify in writing. All notices given under this Agreement to Federation shall be sent to:

Name	Denton City Federation of Women's Clubs
Address	PO Box 2914
City, State, Zip	Denton, TX 76202
E-mail address	dentoncityfederation@gmail.com

Any notice properly mailed by registered mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not, and all notices sent via overnight delivery service or email shall be deemed delivered when received.

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FEDERATION

Section 9.3 No Waiver. The waiver by City in writing of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Federation of any term, covenant, or condition of this Agreement, other than the failure of Federation to pay the particular Rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such Rent.

Section 9.4 Federation's Subordination. Federation hereby subordinates and makes this Agreement inferior to all existing and future mortgages, trust indentures or other security interest of City or City's successor in interest. Federation shall execute and deliver to City any documents required to evidence and perfect such subordination.

Section 9.5 Additional Charges. Any charges assessed against Federation by City for services or for work done on the Leased Property or the Building by order of Federation or otherwise accruing under this Agreement shall be charged as reasonable and customary.

Section 9.6 Non-Interference with City Operations. Federation expressly agrees for itself, its successors, and assigns that Federation and its successors and assigns will not conduct operations in or on the Leased Property or the Building in a manner that in the reasonable judgment of City, (i) interferes or might interfere with the reasonable use or operation of the Property by the City; (ii) hinders or might hinder police, fire fighting, or other emergency personnel in the discharge of their duties; (iii) would or would be likely to constitute a hazardous condition at the Property; (iv) would or would be likely to increase the premiums for insurance policies maintained by City; (v) is in contradiction to any rule, regulation, directive, or similar restriction issued by agencies having jurisdiction over the Property; or (vi) would involve any illegal purposes. In the event this covenant is breached, City shall provide written notice to Federation describing the alleged interference with reasonable specificity and providing a deadline for the Federation to cure or address the issue. If the Federation fails to cure within such period, the City may enter upon the Leased Property and the Building and cause the abatement of such interference at the expense of the Federation. In cases of genuine emergency affecting public safety, the City may take immediate action and provide notice to the Federation as soon as reasonable practicable. In the event of a breach in security caused by Federation, resulting in fine or penalty, such fine or penalty will be charged to Federation.

Section 9.7 Interpretation.

A. References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections, or exhibits of this Agreement, unless otherwise specified.

B. The terms "hereby," "herein," "hereof," "hereto," "hereunder," and any similar terms used in this Agreement refer to this Agreement. The term "including" shall not be construed in a limiting nature, but shall be construed to mean "including, without limitation."

C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

CT CITY

FEDERATION

D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

F. Capitalized terms in this Agreement that are used throughout this Agreement and in any Annexes, Exhibits and Schedules hereto shall have the meaning or definition ascribed to it herein.

Section 9.8 Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Federation from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Federation in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, epidemics, pandemics (but not the COVID-19 pandemic), viruses, diseases, quarantines, acts of government, public health emergencies and changes in law. Federation hereby releases City and City's officers, elected and appointed officials, employees, and agents from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage, or injury of any nature whatsoever sustained by Federation, its employees, agents, or invitees during the Lease Term, including, but not limited to, loss, damage, or injury to the Leased Property or the personal property of Federation that may be located or stored in, on or under the Leased Property or the Improvements due to a force majeure event.

Section 9.9 Governing Law and Venue. This Agreement has been made in and will be construed in accordance with the laws of the State of Texas. In any action initiated by one Party against the other, exclusive venue and jurisdiction will be in the appropriate state courts in and for Denton County, Texas.

Section 9.10 Amendments and Waivers. No amendment to this Agreement shall be binding on City or Federation unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

Section 9.11 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith

to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

Section 9.12 Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

Section 9.13 Further Assurances. Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

Section 9.14 The Federation hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

Section 9.15 Texas Government Code 2274.0102 Certification.

The Federation hereby represents that it is not:

(A) owned by or the majority of stock or other ownership interest is not held or controlled by:

(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country under Section 2274.0102, Texas Government Code; or

(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) headquartered in China, Iran, North Korea, Russia, or a designated country.

Section 9.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 9.17 Prohibition on Contracts with Companies Boycotting Israel. Federation acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By

signing this Agreement, Federation certifies that Federation's signature provides written verification to the City that Federation: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 9.18 Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Federation acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, Federation certifies that Federation's signature provides written verification to the City that Federation: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 9.19 Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations. Federation acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Federation certifies that Federation's signature provides written verification to the City that Federation: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 9.20 Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization. Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing this Agreement, Federation certifies that Federation's signature provides written verification to the City that Federation, pursuant to Chapter 2252, is not ineligible to enter into this Agreement and will not become ineligible to receive payments under this Agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 9.21 Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies. The City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275, and Federation 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.

Section 9.22 City Consent. Any City consent, other than the Lease Term extension consent in Section 2.1.A which shall be given by City Council, shall be given by City Manager, or designee.

[SIGNATURE PAGES FOLLOW]

CT CITY

FEDERATION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, 2026.

CITY OF DENTON

By: _____
Cassey Ogden, Interim City Manager

ATTEST:
Ingrid Rex, City Secretary

By: _____

APPROVED AS TO LEGAL FORM:
Mack Reinwand, City Attorney

By: Mack Reinwand

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

Christine Taylor
Signature

Assistant City Manager
Title

City Manager's Office
Department

Date Signed: 4/29/26

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____, 2026, by Cassey Ogden, Interim City Manager of the City of Denton, on behalf of said municipality.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____,
FEDERATION

By: June M. Berry

Name: June M. Berry

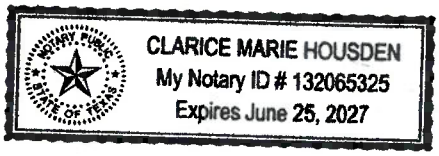
Title: President

FEDERATION NOTARY

THE STATE OF Texas §

COUNTY OF Denton §

This instrument was acknowledged before me on the 29th day of April, 2026, by June Berry, on behalf of said Federation.



Clarice Housden

NOTARY PUBLIC, STATE OF TEXAS

Exhibit A
Leased Property
[to be replaced with final survey as authorized by the ordinance approving this Agreement]

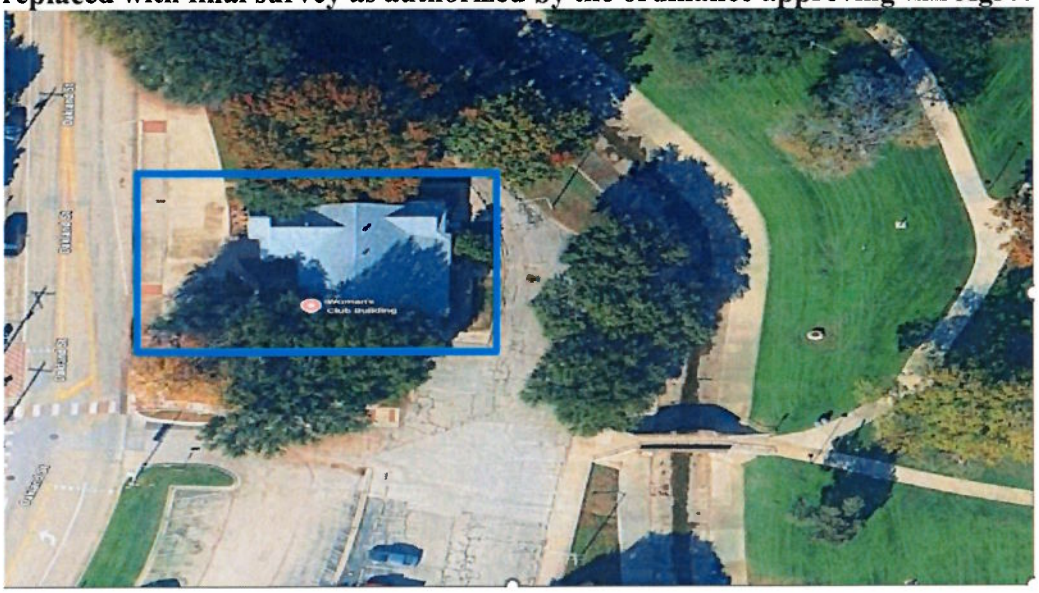


Exhibit B
Mission and Goals Definition

Federation Mission and Goals

SECTION 1 — ORGANIZATIONAL MISSION

The mission of the Denton City Federation of Women's Clubs is to further the common good and general welfare of the Denton community by promoting broader culture and the mutual improvement of the public in literature, music, art, and other subjects of special interest to its members. The Federation operates on a nonprofit basis for exclusively charitable, educational, and literary purposes.

The Federation fulfills this mission through stewardship of the Denton Woman's Club Building, a City of Denton Historic Landmark since 1999 located at 610 Oakland Street. The Building has served as a community gathering place since 1928 and sits adjacent to Quakertown Park - historically a Freedmen's Town whose residents were displaced in the early twentieth century. The Federation acknowledges this history as part of the full story of the neighborhood it occupies.

In carrying out its mission, the Federation is guided by the following statements of intent, which reflect its values:

Community Access and Inclusivity

The Federation operates the Woman's Club Building as a welcoming space for all members of the Denton community. It seeks to make its programs and rental opportunities known broadly, including to organizations serving historically underrepresented communities, consistent with the City's priority of ensuring downtown serves as an inclusive hub for all residents.

Quakertown Acknowledgment and Partnership

The Federation intends to seek opportunities, in good faith and in collaboration with community partners, to support awareness of and engagement with Quakertown's history through programming, signage, or collaborative events. The Federation understands this as a shared civic responsibility given the Building's proximity to the Quakertown historic site and the City's own commitment to revealing and honoring that history through the Design Downtown Denton Plan.

SECTION 2 — ANNUAL GOALS

The Federation shall demonstrate fulfillment of its mission through the conduct of the following categories of activity during each lease year. Specific programs within each category may vary from year to year at the Federation's discretion, provided that at least one activity within each category is conducted annually. The City's in-kind use of the Building does not count towards these goals.

2.1 Public Cultural Programming

The Federation shall present no fewer than three public programs annually that promote cultural enrichment in the Denton community. Such programs may include, but are not limited to, lecture, performance, or educational events held at the Building and open to the general public. The Federation may, at its discretion, partner with Denton Public Libraries or other community organizations in presenting such programs.

2.2 Community Fundraising and Building Stewardship

The Federation shall conduct fundraising activities in support of the preservation and maintenance of the Building. Such activities may include, but are not limited to, participation in the Denton Arts and Jazz Festival, the Footlight Fundraising Series, Denton Holiday Lighting or other events designed to generate community support. Participation in any specific event or partnership is at the discretion of the Federation based on annual programming decisions.

SECTION 3 — ANNUAL GOALS REPORTING

At least annually, Federation shall appear before the City's Parks, Recreation, and Beautification Board ("Parks Board") to provide a report regarding the annual goals met the prior year, building condition, and capital plan, as well as Federation plans for the next year. The report will be provided to City Council in addition to being attached to the Parks Board agenda. This report is informational only and the Parks Board will not provide direction during the meeting.

The City may also request additional backup information including financials and records related to capital improvements related to this annual reporting requirement.

SECTION 4 — CONSTRUCTION OF THIS EXHIBIT

Section 1 of this Exhibit shall be considered information only. The goals set forth in Section 2 are intended to reflect the Federation's longstanding organizational practice and shall be construed broadly in favor of continued tenancy. No single program cancellation, membership fluctuation, or interruption of activity due to circumstances beyond the Federation's reasonable control - including public health emergencies, natural disaster, or facility repair - shall constitute a failure to perform for purposes of Section 7.1 of this Lease. A pattern of sustained inactivity across any category over two or more lease years shall be required before any default may be alleged under Section 7.1 on the basis of this Exhibit.

SECTION 5 - HISTORICAL MARKER

Within one hundred eighty (180) days of the Commencement Date, Federation agrees to install a historical marker outside the Building to be placed on the Leased Property detailing Quakertown history. The City will work collaboratively with the Federation on the design and text. The City will provide final design and text approval the marker prior to installation.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

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

DATE: **May 5, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the execution of a second amendment to Cole Ranch Operating Agreement with Cole Ranch Improvement District No. 1 of Denton County, Texas, relative to funding of improvement projects serving property within Cole Ranch Improvement District No. 1 of Denton County and adding definitions; and providing an effective date.

STRATEGIC ALIGNMENT

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

BACKGROUND

Cole Ranch is a 3,169-acre master-planned development west of I-35 West and east of Robson Ranch. The development is located within the city limits and is designated as a Master Planned Community District under the Denton Development Code. The development's buildout is expected to occur over 40 years and is anticipated to include:

- 5,900 single-family units
- 3,200 multifamily units
- 120 commercial acres
- 256 industrial acres

Due to the scale of the development, significant public infrastructure is required. Developers fund these improvements and seek reimbursement through a Municipal Management District (MMD), a governmental agency and political subdivision of the state. The MMD finances public capital improvements and/or services by imposing property taxes, special assessments, and/or impact fees on property owners within the district.

On February 12, 2019, the Denton City Council passed resolutions of support for the creation of the MMD, which was approved by the Texas Legislature on June 14, 2019. On April 7, 2020, the City Council passed a consent resolution authorizing the creation of the Cole Ranch MMD, accompanied by operating and project agreements outlining improvement projects, financing, reimbursement eligibility, allowable district tax rates, and district operations.

The First Amendment to the Operating Agreement, approved on February 18, 2025, increased the district's tax rate, removed the bond reimbursement cap, and permitted reimbursement for supplemental improvement projects.

Similar to the amendment completed for Hunter Ranch in January 2026, the Second Amendment to the Operating Agreement modernizes the project's financial and operational framework by updating key definitions and procedures. The amendment also establishes a formal process for cost-sharing related to wastewater infrastructure, where the City and District share costs for joint facilities based on benefits received, determined by the prorated share of design capacities allocable to each party. Furthermore, it increases funding flexibility by removing the previous requirement that original Improvement Projects must be completed before a Supplemental Project can be funded, allowing the District to proceed with any Authorized Project under its taxing authority.

Additionally, the amendments provides for updates to certain exhibits in the original operating agreement including the joinder, reimbursement and wastewater joint facility cost sharing agreement.

RECOMMENDATION

Staff recommends approval of the Amended Operating Agreement.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

February 12, 2019 – Resolution of support and escrow agreement ordinance approved by City Council
April 7, 2020 – Consent resolution, Project Agreement, and Operating Agreement approved by City Council
February 18, 2025 – First Amendment to the Cole Ranch Operating Agreement approved by City Council

EXHIBITS

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

Respectfully submitted:
Charlie Rosendahl
Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO COLE RANCH OPERATING AGREEMENT WITH COLE RANCH IMPROVEMENT DISTRICT NO. 1 OF DENTON COUNTY, TEXAS, RELATIVE TO FUNDING OF IMPROVEMENT PROJECTS SERVING PROPERTY WITHIN COLE RANCH IMPROVEMENT DISTRICT NO. 1 OF DENTON COUNTY AND ADDING DEFINITIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Section 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, Cole Ranch Improvement District No. 1 of Denton County, Texas (the "District") has been created and operates under Chapter 3981, Special District Local Laws Code (the "District Act"), to include land within the City of Denton, Texas (the "City"), as a special district for the benefit of the public and for public purposes, including the acquisition, construction, improvement, financing, operation, and maintenance of water, wastewater, drainage, road, landscaping, park and recreational facilities; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(1) of the District Act, the City adopted Resolution No. 20-762, dated April 7, 2020 (the "Consent Resolution"), consenting to the creation of the District and to the inclusion of the land described therein; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(2) of the District Act, the City and Owner entered into the Operating Agreement dated April 7, 2020 and approved by City Ordinance 20-761 (the "Agreement") and as amended by the First Amendment to the Cole Ranch Operating Agreement dated February 18, 2025 and approved by City Ordinance 25-217 (the "First Amendment", together with the Agreement, the "Original Agreement"); and

WHEREAS, all terms with initial capital letters that are not defined in the text of this Ordinance shall have the meanings given to them in the Original Agreement; and

WHEREAS, the Original Agreement currently limits the Authorized Projects the District is permitted to acquire, construct, improve, and finance to only the Improvement Projects and Supplemental Projects; and

WHEREAS, the Parties have agreed to amend the Operating Agreement to authorize all Authorized Projects in addition to Improvement Projects that may be acquired, constructed, and financed by the District; and

WHEREAS, the City and the District wish to, and it is in the public interest for the City and District to, amend the Original Agreement to clarify the process, methodology, and form of cost participation for wastewater joint facilities; NOW, THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager or their designee is hereby authorized to execute the

Second Amendment to Operating Agreement attached hereto as **Exhibit "A"**.

SECTION 2. The Second Amendment is attached hereto as **Exhibit "A"** and incorporated herein for all purposes. Minor adjustments to the attached Second Amendment are authorized, such as filling in blanks and minor clarifications or corrections, and any modifications made by City Council in the approval of this ordinance.

SECTION 3. The City Manager, or their designee, is further authorized to carry out all duties and obligations to be performed by the City under the Original Agreement as amended by the Second Amendment, unless otherwise reserved in the Original Agreement as amended by the Second Amendment for Council approval.

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 _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:

_____
INGRID REX, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

Scott Bray
Deputy City Attorney

_____
MACK REINWAND, CITY ATTORNEY

Exhibit "A"

Second Amendment to Cole Ranch Operating Agreement

SECOND AMENDMENT TO OPERATING AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This SECOND AMENDMENT TO OPERATING AGREEMENT (this "Second Amendment") is made and entered into between the CITY OF DENTON, TEXAS, a home rule municipality situated in Denton County, Texas (the "City"), and COLE RANCH IMPROVEMENT DISTRICT NO. 1 OF DENTON COUNTY, TEXAS (the "District"), a conservation and reclamation district and body politic and a political subdivision of the State of Texas, created under the authority of Article III, Section 52, Article III, Section 52-a, and Article XVI, Section 59 of the Texas Constitution, and operating under and governed by the provisions of Chapter 3981, Special District Local Laws Code (the "District Act"), and Chapter 375, Local Government Code (the "MMD Act"). (The City and District are sometimes hereinafter referred to individually as "Party," and collectively as "Parties").

RECITALS:

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(1) of the District Act, the City has adopted Resolution No. 20-762, dated April 7, 2020 (the "Consent Resolution"), consenting to the creation of the District and to the inclusion of the land described therein; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(2) of the District Act, the City and the District have entered into that "Operating Agreement," dated as of April 7, 2020, which was amended by that "First Amendment to Operating Agreement," dated as of February 18, 2025 (the "Operating Agreement"); and

WHEREAS, the capitalized terms appearing herein shall have the meanings ascribed to them in the Operating Agreement unless otherwise defined herein; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(3) of the District Act, the City and Developer have entered into that "Project Agreement," dated as of April 7, 2020 (the "Project Agreement"); and

WHEREAS, the District, using any money available to the District for the purpose, may provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service authorized by applicable law, including without limitation the District Act, MMD Act, and the Rules of Texas Commission on Environmental Quality (the "TCEQ"), each as may be amended from time to time (the "Authorized Projects"); and

WHEREAS, the Operating Agreement currently limits the Authorized Projects the District is permitted to acquire, construct, improve, and finance to only the Improvement Projects and Supplemental Projects; and

WHEREAS, the Parties have agreed to amend the Operating Agreement to authorize all Authorized Projects in addition to Improvement Projects that may be acquired, constructed, and financed by the District (the "Supplemental Projects"); and

WHEREAS, pursuant to the District Act and Operating Agreement, the District may divide into no more than four (4) separate districts and, to avoid the duplication of effort and provide greater efficiency, the Parties have determined to provide for the (a) acquisition, construction, improvement, and financing of the Improvement Projects and Supplemental Projects regional in nature (the "Regional Supplemental Projects"), and (b) maintenance of Park Improvements by designation of one of such new districts as the district (the "Regional District") responsible for coordinating and managing such activities; and

WHEREAS, it is contemplated the Regional District will enter into contracts with the other new districts created by division of the District (the "Participating Districts" and along with the Regional District, the "Districts") to undertake and perform the obligations of the District with regard to the (a) acquisition, construction, improvement, and financing of the Improvement Projects and Regional Supplemental Projects that serve or otherwise benefit the District Area; and (b) maintenance of the Park Improvements and other miscellaneous improvements as may be agreed upon in writing by the Regional District and City; and

WHEREAS, the Regional District will issue bonds to finance the acquisition and construction of the Improvement Projects and Regional Supplemental Projects secured by revenues and contract payments from the Participating Districts and the Regional District; and

WHEREAS, the Districts will issue bonds to finance the acquisition and construction of Supplemental Projects internal in nature (the "Internal Supplemental Projects") secured by ad valorem taxes; and

WHEREAS, this Amendment is being entered into in accordance with and in satisfaction of the requirements of Section 7.08 of the Operating Agreement and is intended to incorporate the Operating Agreement in every particular way not otherwise changed hereby.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, the City and District agree as follows:

AMENDMENTS

A. ARTICLE IV. DESCRIPTION/CONSTRUCTION OF IMPROVEMENT PROJECTS, is hereby amended as follows:

Section 4.01 is hereby amended and replaced by the following:

4.01 Description of Improvement Projects. Except as otherwise provided in 4.12 below, the District may acquire, construct, finance, fund or reimburse only the Improvement Projects or Supplemental Projects. A periodic review of the improvements listed on Exhibit B shall be

performed not less than annually to determine if additions to or deletions from Exhibit B are appropriate. Any mutually agreed upon revisions to Exhibit B, Exhibit B-1, and Exhibit L resulting from such review shall be effected by approval of the City Manager in response to written request by the District and shall not require approval of City Council.

Section 4.08 is hereby amended and replaced by the following:

4.08 Cost Sharing of Joint Facilities with City.

(a) *Wastewater*. Upon receipt of written notice issued by the District pursuant to Section 4.04 above, the City may request to share, with the District, the costs of a wastewater Improvement Project that benefits the District and the City ("Wastewater Joint Facilities"). In such event, within 90 days from receipt of notice issued by the District, the City shall notify the District of its election in writing, including the extent and description of capacity requested in such Wastewater Joint Facility and a plan for City participation in financing the engineering, design, inspection, testing, and construction costs necessary to accomplish such Wastewater Joint Facility. Before initiation of construction of any such Wastewater Joint Facilities, the District (or the Developer, if appropriate) and the City will enter into a cost sharing agreement in the form attached hereto as Exhibit "M", that confirms how such Wastewater Joint Facilities will be funded; provided, however, that the City and the District shall share in the costs of such Joint Facilities on the basis of benefits received. For the avoidance of doubt, the basis of benefits received for Wastewater Joint Facilities shall be considered the prorated share of design capacities in the applicable Wastewater Joint Facilities that are allocable to each of the District and the City (by way of example, if there was a wastewater line that carried 100 million gallons a day of flow, and 50 million gallons were required for the City and 50 million gallons were required for the District, each party would be responsible for 50% of the cost).

(b) *Water and Roads*. Upon receipt of written notice issued by the District pursuant to Section 4.04 above, the City may request the District to oversize an Improvement Project. In such event, within 90 days from receipt of notice issued by the District the City shall notify the District of its election in writing, including the extent and description of oversizing requested and a plan for City participation in financing the engineering, design, inspection, testing, and construction costs necessary to accomplish such oversizing (the "Oversizing Costs"). To the extent permitted by law and the rules of the TCEQ, and upon mutually agreed upon terms, the District may participate in financing the Oversizing Costs of an Improvement Project. Before initiation of construction of any oversized improvements the District or the Developer, if appropriate, and the City will enter into an agreement that confirms how such oversized improvements will be funded. If the City enters into an oversizing agreement with the Developer, the District will be provided a copy of such agreement.

(c) In no event shall the Developer be reimbursed by the District for costs if the applicable cost sharing agreement provides for Developer impact fee credits or reimbursement from the City for such costs.

Section 4.12 is hereby amended and replaced by the following:

4.12 Supplemental Projects

(a) The District is further authorized to proceed with the acquisition, construction, improvement, and financing of Authorized Projects in addition to the Improvement Projects. These Supplemental Projects shall include payments of impact fees made pursuant to Section 4.11 hereof for portions of the City Offsites serving the District Area. The District shall maintain records and prepare regular reports to the City regarding the status of construction of both Improvement Projects and Supplemental Projects. All Supplemental Projects that are Authorized Projects shall be eligible for reimbursement

(b) Construction of Supplemental Projects shall be performed in accordance with the applicable requirements of Sections 4.02 through 4.07 hereof.

B. ARTICLE V. FINANCING IMPROVEMENT PROJECTS, is hereby amended as follows:

Section 5.02, subsection (a) is hereby amended and replaced by the following:

5.02 Terms and Conditions.

(a) The Parties acknowledge and agree that the Developer intends to advance funds to or on behalf of the District for the acquisition and construction of the Improvement Projects and Supplemental Projects, and District creation and administration expenses pursuant to a reimbursement agreement with the District (the "Developer Reimbursement Agreement"). The Developer Reimbursement Agreement authorized by this Agreement shall be in substantially the form as attached hereto as Exhibit "I-1A," for the Regional District, and Exhibit "I-1B," for a Participating District. The District will not amend the Developer Reimbursement Agreement to expand its obligations beyond those expressly provided thereunder nor enter into any additional reimbursement agreement with the Developer without the prior written consent of the City Council. Further, pursuant to Section 4.11 hereof, third parties in addition to the Developer may advance funds to or on behalf of the District pursuant to an impact fee reimbursement agreement (the "Builder Reimbursement Agreement"), in substantially the form attached hereto as Exhibit "I-2." The Builder Reimbursement Agreement along with the Development Reimbursement Agreement are collectively referred to as the "Reimbursement Agreements").

C. ARTICLE VII. MISCELLANEOUS, is hereby amended as follows:

Section 7.22 is amended as follows:

7.22 Exhibits.

(a) The Parties acknowledge and agree that the information contained in the Studies served as the basis for the preparation of many of the following exhibits (the "Exhibits"). The Parties acknowledge and agree that the information contained in the Studies is based upon estimates,

assumptions, and projections as of the Effective Date of this Agreement which are subject to change. The Studies themselves are not incorporated herein as part of this Agreement but can be relied on by the Parties as a baseline projection of improvement projects, and their related costs, needed to serve development inside and outside the District Area. If future studies, prepared by the District or Developer in cooperation with and based upon input, recommendations, and approvals from the City, or prepared by the City, propose to change, modify, update, or supersede the Studies, an amendment to this Agreement is not required.

(b) The Exhibits are attached hereto and incorporated herein as part of this Agreement.

Exhibit A: Metes and Bounds Description of District Area
Exhibit B: List of Improvement Projects - Amended
Exhibit B-1: Maps of Development Off−Site and Development On−Site Amended B 1C
Exhibit C: Park Improvements − Amended
Exhibit C-1: Park Plan − Amended
Exhibit D: Consent Resolution
Exhibit D-1: Amendment to Consent Resolution
Exhibit E: Form of Joinder - Amended
Exhibit F: Form of Special Warranty Deed
Exhibit G: Form of Addendum to Permanent Easement
Exhibit H-1: DELETED
Exhibit H-2: DELETED
Exhibit I-1A: Form of Developer Reimbursement Agreement (Regional District)
Exhibit I-1B: Form of Developer Reimbursement Agreement (Participating District)
Exhibit I-2: Form of Builder Reimbursement Agreement
Exhibit J: District Certification
Exhibit K: City Offsites
Exhibit K 1: Maps of City Offsites
Exhibit L: List of Improvement Projects, Park Improvements, City Offsites and other public and private improvements and amenities
Exhibit M: Wastewater Joint Facility Cost Sharing Agreement

D. EXHIBITS. Exhibit E, Form of Joinder, is hereby deleted in its entirety and replaced with revised Exhibit E, attached to this Second Amendment as ATTACHMENT 1. Exhibit I-1, Form of Developer Reimbursement Agreement, is hereby deleted in its entirety and replaced with Exhibit I-1A and Exhibit I1-B, attached to this Second Amendment as ATTACHMENT 2 AND 3, respectively. Exhibit M, Wastewater Joint Facility Cost Sharing Agreement, is hereby added to the Operating Agreement in the form attached to this Second Amendment as ATTACHMENT 4.

GENERAL

A. GOVERNING LAW. All questions concerning the construction, validity and interpretation of this Second Amendment and the performance of the obligations imposed by this Second Amendment shall be governed by the internal law, not the law of conflicts, of the State of Texas.

B. AUTHORIZATION. Each of the Parties to this Second Amendment represents and warrants to the other that such Party is authorized to enter into this Second Amendment and have taken all necessary action to approve the execution of this Second Amendment.

C. RATIFICATION. Except as specifically set forth in this Second Amendment, all provisions of the Operating Agreement shall remain in full force and effect. The Operating Agreement as amended by this Second Amendment is hereby ratified and confirmed. In the event of any conflict between the terms and provisions of the Operating Agreement and the terms of this Second Amendment, the terms and provisions of this Operating Agreement shall mean and refer to the Operating Agreement as amended hereby.

D. COUNTERPART. This Second Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Second Amendment to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED on this the _____ day of _____, 2026.

CITY OF DENTON, TEXAS
A home rule municipality

By: _____
Name: _____
Title: City Manager

ATTEST:
Scott Bray
Deputy City Attorney

_____
Ingrid Rex, City Secretary

Approved as to Form:

By:_____
Mack Reinwand, City Attorney

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

Charlie Rosendahl
SIGNATURE

Charlie Rosendahl
PRINTED NAME

Director
TITLE

Development Services
DEPARTMENT

STATE OF TEXAS §

COUNTY OF DENTON §

Before me the undersigned notary public appeared _____, City Manager of City of Denton, a home rule municipality, and executed the foregoing agreement for the purposes therein expressed on behalf of such municipality on the ____ day of ____, 2026.

_____
Notary Public in and for the State of Texas

EXECUTED on this the 20th day of January, 2026, but to be effective as of April 21, 2026.

COLE RANCH IMPROVEMENT DISTRICT
NO. 1 OF DENTON COUNTY, TEXAS

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me the undersigned notary public appeared Byron Campbell and Mark Harloo, President and Secretary of Cole Ranch Improvement District No. 1 of Denton County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision on the 20th day of January, 2026.

_____
Notary Public in and for the State of Texas

(SEAL)

ALLISON ADAMS
Notary ID #124465257
My Commission Expires
February 28, 2027

Attachment "1"

Exhibit "E" – Form of Joinder – Amended

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder"), dated as of _____, _____, is executed by and between Cole Ranch Improvement District No. 1 of Denton County, Texas (the "District") and Cole Ranch Improvement District No. _ of Denton County, Texas (the "New District"), in connection with that certain Operating Agreement entered into between the City of Denton, Texas (the "City"), and the District, dated effective as of April 7, 2020, as amended by the First Amendment to Operating Agreement, dated February 18, 2025 and the Second Amendment to Operating Agreement, dated April 21, 2026 (the "Operating Agreement"). Capitalized terms used herein shall have the definitions provided in the Operating Agreement.

WHEREAS, the District was created during the 86th Regular Session of the Texas Legislature through the passage of H.B. 4693 and codified under Chapter 3981, Special District Local Laws Code (the "District Act"); and

WHEREAS, the New District has been created pursuant to the District Act by an order, dated _____, 20__ (the "Division Order"), adopted by the board of directors of the District; and

WHEREAS, the Division Order provides that the existing District shall remain named "Cole Ranch Improvement District No. 1 of Denton County, Texas" and the New District shall be named "Cole Ranch Improvement District No. __ of Denton County, Texas"; and

WHEREAS, the boundaries of the New District are shown on Exhibit "A" hereto, reflecting the initial boundaries of the New District designated under the Division Order [and an annexation of land pursuant an Order Adding Land adopted by the New District's Board of Directors on _____, 20__] (the "New District Area"); and

WHEREAS, the Division Order designated revised boundaries of the District as shown on Exhibit "B" hereto (the "Revised District Area"); and

WHEREAS, before the New District may exercise any powers under the District Act, the New District must enter into a joinder to the Operating Agreement or a separate operating agreement with the City; and

WHEREAS, the New District desires to enter into and execute this Joinder in order to become a party to the Operating Agreement with respect to the New District Area. NOW THEREFORE, the District and the New District agree as follows:

1. Attached hereto as Exhibit "C" is a true, correct, and complete copy of the Operating Agreement. The terms and provisions of the Operating Agreement are incorporated herein for all purposes.

2. New District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder, New District shall be deemed to be a "party" to the Operating Agreement, but only with respect to the New District Area, and shall have all of the rights and obligations of the District thereunder with respect to the New District Area, as if it had originally executed Operating Agreement. New District hereby ratifies, as of the date hereof, and agrees to be bound by, all of the applicable terms, provisions and conditions contained in the Operating Agreement with respect to the New District area, to the same effect as if it were an original party thereto. Attached hereto as Exhibit "D" is a general description of the portion of the Improvement Projects, and Supplemental Projects that can be identified, projected to be constructed and financed to serve the New District. District and New District agree to prepare annual reports identifying: (a) the Improvement Projects and Supplemental Projects (as such terms are defined in the Operating Agreement) to be constructed and financed; (b) the status of such construction and financing activities; (c) the amount of Bonds authorized for such projects; and (d) the amount of Bonds issued to finance such projects. From and after the date hereof, the District shall be released from any liability that results from New District's failure to perform its obligations under the Operating Agreement.

3. District and New District acknowledge and agree that, pursuant to the Operating Agreement, New District has been designated as a "Participating District," and the District has been designated as the "Regional District" responsible for coordinating and managing the activities assumed by it in the Operating Agreement.

4. The Parties hereto have entered into this Joinder in satisfaction of the requirements of Section 3981.0708 of the District Act. New District further acknowledges, agrees, and confirms that it is subject to and will abide with the terms and conditions of City Resolution No. 20-762, consenting to the creation of the District, as amended by City Resolution No. 25-220.

5. The Parties intend that the City and the Developer, but no other parties, be third party beneficiaries of this Joinder.

6. This Joinder may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute one agreement.

7. This Joinder shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Denton County, Texas.

8. New District agrees to provide a copy of this Joinder to the City within 15 days after its execution by all parties.

IN WITNESS WHEREOF, each party has caused this Joinder to be duly executed by its authorized officer as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

Attachment "2"

Exhibit "I-1A" – Form of Developer Reimbursement Agreement (Regional District)

DEVELOPER REIMBURSEMENT AGREEMENT
(Regional District)

This DEVELOPER REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered into effective as of the ___ day of _____, 20__, (the "Effective Date") between _____, a _____ (the "Developer") and COLE RANCH IMPROVEMENT DISTRICT NO. 1 OF DENTON COUNTY, TEXAS (the "District"), a conservation and reclamation district and political subdivision of the State of Texas created under Article III, Section 52, Article III, Section 52-a, and Article XVI, Section 59, of the Texas Constitution and an Act of the Texas Legislature codified at Chapter 3981, Special District Local Laws Code (the "District Act"), and operating under the District Act, and Chapter 375, Local Government Code. (The Developer and District are sometimes hereinafter referred to individually as "Party" and collectively as "Parties.")

RECITALS:

WHEREAS, Developer is the owner of and desires to develop the 3,169.4269-acre tract of land (the "Property") more particularly described in Exhibit "A", attached hereto; however, as of the Effective Date, the Property is not served by adequate water, wastewater, drainage, road, landscaping, park, and recreational facilities, and such facilities are not otherwise available to the Property; and

WHEREAS, the Property is located within the corporate limits of the City of Denton (the "City"), and within Water Certificate of Convenience and Necessity No. 10195 and Sewer Certificate of Convenience and Necessity No. 20072, each issued to the City (collectively, the "City CCNs"); and

WHEREAS, the District was created during the 86th Regular Session of the Texas Legislature through the passage of HB 4693 and codified under the District Act, for the benefit of the public and for the purposes of, including but not limited to, the acquisition, construction, improvement, financing, operation, and maintenance of water, wastewater, drainage, road, landscaping, park and recreational facilities; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(1) of the District Act, the City adopted Resolution No. 20-762, dated April 7, 2020 (the "2020 Resolution"), consenting to the creation of the Cole Ranch and to the inclusion of the Property in the District; and

WHEREAS, the City has adopted Resolution No. 25-220, dated February 18, 2025 (the "2025 Resolution"), amending the 2020 Resolution (the 2020 Resolution as amended by the 2025 Resolution, the "Consent Resolution"); and

WHEREAS, the land within the boundaries of the District as of the Effective Date, and as they may be adjusted from time to time, is hereinafter sometimes referred to as the "District Area"; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(2) of the District Act, the District and City entered into an "Operating Agreement," effective April 7, 2020, as amended by that "First Amendment to Operating Agreement," effective February 18, 2025, as may be further amended form time to time (the "Operating Agreement"), that provides for: (a) a general description of the Improvement Projects and Supplemental Projects (collectively, the "Projects") that may be financed by the District; (b) the terms and conditions of the financing of the Projects; and (c) the operation of the District; and

WHEREAS, the District has been designated as the "Regional District" responsible for coordinating and managing the activities assumed by it in the Operating Agreement; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(3) of the District Act, the Developer and the City have entered into a Project Agreement, effective April 7, 2020, as amended by that "First Amendment to Project Agreement," effective February 18, 2025 (the "Project Agreement"), relating to various aspects of the development of property inside or outside the District Area; and

WHEREAS, unless otherwise specifically defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Operating Agreement; and

WHEREAS, the Developer wishes to proceed with development of the Property in phases; however, the Parties acknowledge the District does not have funds currently available to fund the acquisition and construction of the Projects to facilitate such development; and

WHEREAS, Developer has paid certain costs related to creation of the District (the "Creation Costs"), and certain operating and administrative costs of the District, and pursuant to the terms of this Agreement is willing: (i) to advance or pay on behalf of the District certain monies needed to pay for the ongoing costs and expenses for the operation and administration of the District including, but not limited to, director fees, insurance premiums, bookkeeping fees, legal fees, engineering fees, inspection fees, auditing fees,

fees to operate and maintain certain Projects, and all other similar fees and expenses (such costs collectively with the Creation Costs, the "District Operating Costs"); and (ii) to advance or pay on behalf of the District all monies to pay for all portions of the Projects that are necessary for development of all of the Property, that are eligible for reimbursement from the District; and

WHEREAS, the District hereby requests Developer: (i) to advance or pay on behalf of the District certain monies to pay for District Operating Costs; and (ii) at such time as Developer determines to proceed with development, to advance to or pay on behalf of the District all monies to acquire and construct the Projects; and

WHEREAS, Developer and the District acknowledge that development within the Property would not occur but for this Agreement and the performance by Developer and the District of their respective duties and obligations under this Agreement; and

WHEREAS, in order to induce Developer to advance or pay on behalf of the District monies for the purposes set forth above, the District represents it will: (i) conduct elections for the approval of the resident electors of the District of the authorization of bonds (the "Bonds") for Projects and District Operating Costs; (ii) issue and sell, from time to time (and at the earliest possible time pursuant to applicable law, the rules of the Texas Commission on Environmental Quality (the "TCEQ"), and the provisions hereof and of the Consent Resolution and the Operating Agreement) Bonds in multiple issues and secured in whole or in part by ad valorem taxes levied on land within the District, revenue other than ad valorem taxes or contract payments; and (iii) use the proceeds from the sale of the Bonds to reimburse Developer; and

WHEREAS, Developer is willing to advance on behalf of the District only monies for the purposes set forth above based on the obligation of the District to issue and sell, from time to time (and at the earliest possible time pursuant to applicable law, the rules of the TCEQ, and the provisions hereof and of the Consent Resolution and the Operating Agreement), the Bonds and to use the proceeds from the Bonds to reimburse Developer; and

WHEREAS, the District represents it will proceed with the issuance and sale, from time to time (and at the earliest possible time pursuant to applicable law, the rules of the TCEQ, and the provisions hereof and of the Consent Resolution and the Operating Agreement), of the Bonds and is obligated to issue and sell, from time to time (and at the earliest possible time pursuant to applicable law, the rules of the TCEQ, and the provisions hereof and of the Consent Resolution and the Operating Agreement), the Bonds to reimburse Developer subject only to: (i) satisfaction of the conditions set forth in Section 5.2 of this Agreement; and (ii) the performance by the District of the acts set forth in Section 5.4 of this Agreement; and

WHEREAS, the Parties acknowledge they are entering into this Agreement to implement the purpose of the Operating Agreement, and this Agreement is subject to the terms and provisions of the Consent Resolution and Operating Agreement; and

WHEREAS, the Parties each represent to the other that it may enter into this Agreement pursuant to authority provided by the Constitution and laws of the State of Texas, particularly the District Act and Chapter 375, Local Government Code.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, the District and Developer contract and agree as follows.

ARTICLE I
MAINTENANCE AND OPERATING COSTS

1.1. The District has incurred and will continue to incur District Operating Costs which will be paid from: (a) revenues from the District's M&O Tax; and (b) revenues from Assessments levied by the District; and (c) revenues from any other legally available source (collectively, the "District Revenue").

1.2. In order to ensure the timely and orderly administration of the District's operations, including the discharge of its obligations hereunder, Developer shall advance to the District, from time to time, the amounts, if any, by which District Operating Costs exceed District Revenue.

ARTICLE II
DEVELOPER OBLIGATIONS

2.1. The Parties acknowledge and agree that the only improvement projects that may be financed by the District are (a) those Improvement Projects described in the Operating Agreement, and (b) eligible Supplemental Projects as provided in the Operating Agreement. Accordingly, the obligations of the District hereunder with respect to the acquisition, construction, and financing of public infrastructure to serve the Property, including reimbursement of the Developer, are expressly limited to the Projects.

2.2. From time to time Developer shall advise the District (a) that Developer desires the District to proceed with the construction of a phase of the Projects and (b) that Developer is prepared to advance to the District monies for the construction of such improvements. Thereafter, the District shall acquire, construct or otherwise cause the construction or acquisition of the Projects in the manner provided by the District Act, the general law for conservation and reclamation districts and in full compliance with the

applicable rules and regulations of the TCEQ, the provisions of the Texas Water Code, the Consent Resolution and the Operating Agreement, the ordinances and regulations of the City, Denton County, Texas, and all other regulatory bodies having jurisdiction over such construction or other acquisition.

2.3. Plans and Specifications.

(a) Plans and specifications for Projects shall be prepared by the District's engineer or other engineer selected by Developer and approved by the District (the "District Engineer"). Unless otherwise agreed by the District and Developer, each engineering design contract shall reflect the District as the "owner" of the Projects; however, the District Engineer shall cooperate with the Developer regarding the design and bidding of the Projects. Each contract shall provide that final design of the Projects shall be subject to review and approval by the District Engineer and the District, which shall not be unreasonably withheld or delayed. All monies due the District Engineer relative to the design of the Projects shall be due and payable solely by Developer, subject to reimbursement by the District as provided herein. Any contracts entered into by the Developer for the design of the Projects shall be subject to review and approval by the District, and each contract for Projects shall include the provision attached hereto as Exhibit "B" acknowledging that the District shall not be liable under such contract for any payments whatsoever.

(b) The Projects shall be designed in accordance with the standards and specifications of the District, the City, the County, the TCEQ, including, but not limited to, all rules and regulations applicable to the construction of improvements such that the District can fulfill its obligation to reimburse Developer as provided by this Agreement, and any other agency having or hereafter acquiring jurisdiction. The design and sizing, including the location of stub outs and/or termination points, of the Projects shall take into consideration the anticipated development of other land in the District so that the Property will be provided with adequate water, wastewater, drainage, road, parks, and recreational facilities of consistent quality and on the most economical basis. In addition, the District may require a phase of such facilities to be sized in order to coordinate the construction of the facilities with similar facilities necessary to serve other property within the Property.

(c) Construction of the Projects shall be subject to the periodic review, inspection, and approval by the District, which approval shall not be unreasonably withheld or delayed. Developer shall pay the District Engineer for inspections of that portion of the Projects subject to inspection by the District a fee not to exceed 2% of the costs to construct the Projects, which fee shall be payable monthly commencing on the date which is 30 days from the commencement of construction of the Projects. The Developer shall also pay to the City the review and inspection fees of the City for review and

inspection services provided by the City or its agents for the construction and installation of Projects.

2.4. Provision of Projects. The District shall cooperate with Developer and take all steps necessary to facilitate construction of the Projects including, but not limited to, causing construction drawings and plans and specifications to be prepared, obtaining all necessary governmental approvals, and bidding and awarding a contract or contracts for the construction, installation or other acquisition of the Projects, all at the cost of Developer. Developer shall not initiate the bidding for construction of a phase of the Projects until authorized by the District, which authorization shall not be unreasonably withheld or delayed. The District Engineer shall be responsible for bidding each construction contract and all bids shall be received at an office of the District Engineer. District contracts shall be subject to the competitive bidding requirements of Section 375.221, Local Government Code. Developer shall be solely responsible for all costs and expenses related to such bidding, design and construction of the Projects, subject to reimbursement by the District as provided herein. Unless otherwise agreed by the Parties, all of such contracts shall reflect the District as "owner," but Developer as "guarantor of payment" under the contract, for all Projects. No contracts shall be let for the design or construction of the Projects without the approval of the Developer. Any contracts entered into by Developer for the design of the Projects shall be subject to review and approval by the District.

No change in the final plans and specifications for Projects shall be effected or permitted except pursuant to written change order approved by the District. Such change orders shall clearly state changes to be made and the increase or decrease in costs effected thereby. It is understood and agreed that any change orders are subject to the rules of the TCEQ.

2.5. Payment of Costs. Developer shall make, in a timely fashion, either (1) all payments on the contracts awarded by the District for the construction or other acquisition of the Projects, including engineering and consultant invoices or (2) advances of money to the District in amounts sufficient to make all such payments. Payment shall be made by Developer only after approval thereof by the District Engineer. Such contracts shall provide that the contractor shall look solely to the Developer for payment of all monies due for construction of the Projects. Developer shall, within 60 days after making any payment, provide copies to the District of all invoices and certifications recommending payment together with copies of all cancelled checks (with all such documentation clearly describing the Projects to which the documentation applies).

2.6. Lienholder Releases. In the event Developer borrows the money for the acquisition or development of the Property or to make payments for the design and construction of the Projects (or otherwise desires to place a lien on the Property), Developer agrees to: (a) notify the District in writing of the name of such lender; (b) obtain from such

lender, and deliver to the District, written releases and/or subordination agreements, in a form reasonably satisfactory to the District (which reasonable satisfaction shall be evidenced by written acknowledgement), evidencing that such lender has not taken a lien on any portion of the Projects and that in the event such lienholder should foreclose on any portion of the Property, such lienholder shall not have any title to the Projects; (c) obtain from such lender, and deliver to the District, written releases, in a form reasonably satisfactory to the District (which reasonable satisfaction shall be evidenced by written acknowledgement), evidencing that such lender has not taken a lien, pledge, or any other interest in this Agreement or to any right, title, or interest of Developer under this Agreement except for the right of Developer to be reimbursed under this Agreement; and (d) obtain from such lender, and deliver to the District, the written acknowledgement of such lender, in a form reasonably satisfactory to the District (which reasonable satisfaction shall be evidenced by written acknowledgement), acknowledging and agreeing that should such lender, or its successors or assigns, take title to any portion of the Property, that such lender, and its successors and assigns, shall take title subject to the terms and conditions of this Agreement.

2.7. Easements and Sites. Developer shall cause to be dedicated to the public all easements, sites, and rights-of-way necessary for the installation of the Projects within the Property in accordance with Sections 4.05, 4.07 and 4.09 of the Operating Agreement. All costs related thereto shall be paid by Developer and be subject to reimbursement pursuant to and in accordance with applicable rules of the TCEQ and as provided herein. Developer may retain the right to grant other easements within any easement granted to the public (but not within sites granted in fee or rights-of-way granted to the public) or to cross any such easement, as long as such rights are limited to providing for the installation, operation and maintenance of any improvements that benefit the District, do not unreasonably interfere with access and maintenance of public infrastructure within the easement, and comply with all statutes, ordinances, rules and regulations.

2.8. Records. Developer shall keep accurate records itemizing and separating all costs relative to the portions of the Projects eligible for reimbursement by the District. Within 60 days after the date of the District's receipt of the District Engineer's certificate of completion for each portion of the Projects, Developer shall deliver to the District copies of all records reasonably requested by the District to evidence that such portion of the Projects constructed or otherwise acquired by Developer is subject to reimbursement by the District. Such records shall include but shall not be limited to, contracts, requests for payment, engineer's recommendation for payment, and cancelled checks (or other evidence of payment if approved by the TCEQ). Following its delivery of such documentation, Developer's obligation regarding maintenance of its records shall be limited to maintaining its records in its normal course of business; provided, however, Developer shall not destroy such records for a period of not more than 36 months.

2.9. Further Documentation. Upon completion of any portion of the Projects, Developer shall cause to be executed any additional documentation reasonably requested by the District to evidence the District's ownership of the Projects free and clear of any liens, including any acknowledgment from any lienholder on the Property.

ARTICLE III
CONVEYANCE AND MAINTENANCE OF IMPROVEMENTS

3.1. Conveyance of Improvements. The Parties acknowledge and agree that upon completion and acceptance of any portion of the Projects, the District shall convey such Projects to the City. All Projects shall be used to serve the Property to the fullest extent necessary.

3.2. Maintenance and Operation. Except as provided by law or the Operating Agreement, upon acceptance of title to Projects by the City, the District shall be relieved of any further responsibility for maintenance and operation thereof. The District shall continue to be responsible for the maintenance of landscaping within road right-of-way and Park Improvements in the District Area and within the Property with respect to Regional Supplemental Projects, as defined in the Operating Agreement.

ARTICLE IV
ASSIGNMENT OF REIMBURSEMENT AMOUNT

4.1. Conditioned Permitted Assignment. Developer shall have the right to assign, pledge, mortgage, transfer, or otherwise encumber all or any portion of the District Reimbursement Amount (hereinafter defined); provided, however, that any such assignment, pledge, mortgage or other transfer or encumbrance (an "Assignment") shall be effective as to the District only upon completion of the following: (a) the execution of an acknowledgement of notice by the District to evidence the District's receipt of notice of such Assignment; and (b) District receipt of a copy of the Assignment as recorded in the Real Property Records of Denton County.

4.2. Conveyance of Property. In the event Developer sells, conveys, or otherwise transfers ownership of any portion of the Property (a "Sale Tract") to any person or entity (a "New Owner") other than a homebuilder or an end-user homeowner, prior to such conveyance Developer shall require New Owner execute a joinder (a "Joinder") to this Agreement (whereupon, New Owner shall be the "Developer" under this Agreement with respect to the Sale Tract, and Developer shall be released from any further obligations under this Agreement with respect to the Sale Tract). Such Joinder shall be effective as to the District only upon completion of the following: (a) the execution of an acknowledgement of notice by the District to evidence the District's receipt of notice of

such conveyance; and (b) District receipt of a copy of the conveyance and Joinder as recorded in the Real Property Records of Denton County.

4.3. Reliance. The District shall be entitled to pay any sums due or to become due under this Agreement in accordance with the most recent Assignment or Joinder with respect to which the District has executed an acknowledgement of notice as required hereunder, and the District's records with respect thereto shall be deemed conclusively correct. The District shall not be required to pay any sums due or to become due under this Agreement unless the party claiming such right to receive such sums can prove to the satisfaction of the District compliance with these requirements, and such party's rights thereto.

4.4. District's Rights. In the event any litigation should arise with respect to rights to any monies due or to become due under this Agreement, the District shall continue to have the obligation to issue Bonds to pay such monies, and, at the District's sole and absolute discretion, to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties to such monies. No assignment or other transfer by any party of its rights or obligations under this Agreement (even though the District may acknowledge such assignment or transfer) shall constitute a waiver by the District of its rights under this Agreement; and all parties to this Agreement acknowledge and agree that all assignments or transfers shall be subject to the obligation of the assignees or transferees to be bound by the terms of this Agreement.

ARTICLE V
DISTRICT REIMBURSEMENTS

5.1. District Reimbursement Amount.

(a) As part of the consideration for the Parties entering into this Agreement, the District shall reimburse Developer for monies advanced or paid by Developer that are eligible for reimbursement by the District, plus the maximum interest allowed by TCEQ rules, including, but not limited to, (i) monies advanced or paid for District Operating Costs, but not to exceed the maximum amount of $4,000,000; and (ii) monies advanced or paid by Developer for Projects. However, the total amount that the District is obligated to pay Developer pursuant to this Agreement shall not exceed the reimbursable portion of the costs of acquiring and construction the Improvement Projects and Supplemental Projects, as those terms are defined in the Operating Agreement, including developer interest, to the maximum extent permitted by law (the "District Reimbursement Amount"). The District Reimbursement Amount shall be paid in accordance with the provisions of this Agreement, including without limitation the conditions set forth in this Article V, from Bond proceeds or other legally available District funds as permitted by the Operating Agreement. The District Reimbursement Amount shall include all amounts

allowed by state law and rules of the TCEQ under its then current rules including, but not limited to, engineering fees, reports, studies, land costs, easement and right-of-way costs, organizational and administrative costs, legal expenses, contract costs, all construction costs, impact fees, and interest on the monies expended by Developer through the date such monies are paid in accordance with this Agreement.

(b) In the event (and to the extent) the TCEQ determines, in reviewing any Bond application, that any portion of the District Reimbursement Amount may not be reimbursed or interest paid under the rules of the TCEQ, then the District Reimbursement Amount shall be reduced as required by such rules. Subject to Section 2.8 of this Agreement, Developer shall provide the District with such information and documentation as the District may reasonably request to enable the District to calculate interest and verify payments. In the event there is a disagreement between Developer and the District as to whether an expenditure or advance of money by Developer is owed hereunder or eligible to be reimbursed under state law or the rules of the TCEQ, the District shall include such amount in the Bond application and shall provide Developer with the opportunity to submit information and appear before the TCEQ in support of the reimbursement. The District and Developer shall be bound by the decision of the TCEQ.

(c) If reimbursement for any portion of the District Reimbursement Amount is not subject to the rules of the TCEQ, then the District shall reimburse Developer the maximum amount allowed by law and the rules of any state agency having jurisdiction over such reimbursement, including the office of the Attorney General of the State of Texas (the "OAG"). The District shall always be obligated to pay Developer the maximum amount allowed by then-current applicable law and rules and regulations of the TCEQ, but not to exceed the maximum District Reimbursement Amount.

5.2. Sale and Issuance of District Bonds.

(a) The District hereby agrees to proceed with the sale and issuance, from time to time (and at the earliest possible time), of the Bonds in multiple series to reimburse and pay Developer the District Reimbursement Amount as provided by this Agreement. However, the District and Developer acknowledge and agree that the District shall not issue more than the maximum District Reimbursement Amount as the aggregate principal amount of Bonds. The District Bonds shall be secured by District ad valorem tax revenue (other than the Contract Tax) and any other revenue or contract payments other than Assessments.

(b) The obligation of the District to sell and issue Bonds for such purposes is subject to the following conditions: (i) approval by the TCEQ (when applicable) of the issuance and sale of the Bonds; (ii) a finding of economic feasibility as set forth in Section 5.4 hereof, (iii) compliance with the District Act, Consent Resolution, Project Agreement

and Operating Agreement; (iv) the receipt of a bid and awarding of sale of the Bonds by the District; (v) approval of the Bonds by the Attorney General of the State of Texas; (vi) registration of the Bonds by the Comptroller of Public Accounts of the State; and (vii) the receipt of the proceeds from the sale of the Bonds. The District shall fully cooperate with Developer to cause the foregoing conditions to be satisfied. The District has a continuing obligation to issue and sell the Bonds until Developer has been fully paid the District Reimbursement Amount, subject only to the performance of the additional actions set forth in Section 5.4 of this Agreement.

5.3. Order of Payment. Unless otherwise agreed by the District and Developer, the District shall include in each Bond application the first monies advanced by Developer pursuant to this Agreement that have not yet been reimbursed by the District.

5.4. Bond Issuance Activities. In connection with the issuance of the Bonds, the District shall promptly perform the activities described below. The District shall fully cooperate with Developer and shall complete such activities so that Bonds may be issued at the earliest possible date and the District can fulfill its payment obligations to Developer as provided by this Agreement. The District shall not take any action (or fail to take any action) that may or will reduce any amount owed to Developer pursuant to this Agreement or that may or will delay or impair in any way the issuance of any Bonds or the prompt payment to Developer of the amount owed Developer under this Agreement.

(a) Call elections within the District for authorization by the resident District electors to issue the Bonds from time to time in amounts and within terms sufficient to reimburse Developer for costs of acquiring and constructing the Projects necessary to serve (1) all of the District Area, (2) the Property, with respect to Regional Supplemental Projects, and (3) $4,000,000 of District Operating Costs.

(b) Apply to the TCEQ (when applicable) for approval of the issuance of the Bonds at such time as Developer requests, and upon the District's financial advisor determining that it is feasible for the District to issue the Bonds. A Bond issue will be considered "feasible" if (i) it can be amortized compliant with the Benchmark Tax Rate feasibility test as set forth in the Operating Agreement, based upon existing values and projections of future values located within the Property in accordance with the TCEQ rules and the Operating Agreement, (ii) meets the applicable requirements of the Consent Resolution and Operating Agreement, and (iii) otherwise meets the requirements of the TCEQ and OAG. Developer may request that the Bonds be issued in more than one series, provided that the District shall not be required to issue any series of Bonds in an initial principal amount of less than $1,000,000 unless it is the last series of Bonds to be issued by the District pursuant to this Agreement. At such time as the District submits each application to the TCEQ for approval of the issuance of any Bonds, the District shall notify Developer in writing of such bond application (and upon request of Developer shall

immediately provide a full and complete copy of such bond application) so that Developer can verify that the District is in full compliance with the provisions of this Agreement. In no event shall the District be required to begin the process of issuing any series of bonds (whether or not TCEQ approval is required for such series) until such time as the District's financial advisor determines that such issuance would be financially feasible.

(c) Promptly sell the Bonds after obtaining TCEQ approval (if applicable).

(d) Obtain the OAG approval of the Bonds.

(e) Obtain registration of the Bonds by the Comptroller of Public Accounts and the State of Texas.

(f) Pay Developer in accordance with this Agreement promptly after the closing of the sale of the Bonds.

5.5. Developer Obligations. Developer agrees to cooperate with the District in the preparation of each Bond application and to provide to the District all documents and information reasonably requested by the District: (a) in preparing the Bond application; (b) in otherwise documenting the amounts to be reimbursed pursuant to this Agreement; and (c) to allow completion of a developer reimbursement report by the District's auditor relative to any issuance of Bonds. In addition, Developer agrees to provide the District all information reasonably requested by the District in the preparation of its Official Statement relative to the issuance of the Bonds, including all information and documents needed by the District to comply with Securities and Exchange Commission Rule 15(c)(2)-12.

5.6. Waiver of Exemptions. As a condition to proceeding with the actions set forth in Section 5.4(b), Developer and all holders of a lien on the Property shall enter into an agreement whereby, as to taxes levied by the District, Developer and any subsequent owner of all or any portion of the Property permanently waive the right to claim agricultural, open space, wildlife management, timberland, or inventory valuations for any land, homes or buildings owned by Developer within the District, in accordance with the rules of the TCEQ. Nothing herein shall prevent (a) Developer from maintaining an agricultural exemption over the Property for any taxing jurisdiction other than the District and the City, or (b) a residential homeowner from qualifying for any lawfully available exemption from any taxing jurisdiction, including the District.

5.7. M&O Tax Proceeds and Assessments. The Parties acknowledge and agree that the primary source of funds for payment of the District Reimbursement Amount shall be proceeds of the District Bonds. However, the Developer shall have the right to reimbursement from other legally available funds of the District, including M&O Tax

proceeds, contract tax proceeds, or Assessments, to the extent permitted by the Operating Agreement.

ARTICLE VI
ADDITIONAL PROVISIONS

6.1. General. This Agreement and the obligations of the Parties hereunder are subject to the Consent Resolution, the Operating Agreement, and all rules, regulations and laws which may be applicable by the City, the State of Texas, or any regulatory agency having jurisdiction, including the rules of the TCEQ and OAG.

6.2. Recitals. The "Recitals" set forth in this Agreement are true and correct and are incorporated as part of this Agreement.

6.3. Force Majeure. If a Party is prevented from performing, in whole or in part, its obligations under this Agreement by reason of "force majeure" that could not have been avoided by the exercise of due diligence by such Party, then performance by such Party may be suspended to the limited extent and during the limited period that performance is made impossible by the force majeure; provided, however, such Party must use its best efforts to diligently and continuously pursue a course of action that will eliminate the force majeure and allow such Party to resume full performance at the earliest possible time. As an express condition precedent to suspending performance, however, immediately after the occurrence of any force majeure, the Party whose performance is rendered impossible shall give notice and full details of the force majeure to the other Party. For purposes of this Agreement, "force majeure" means any of the following: floods; earthquakes; acts of God; acts of war; acts of terrorism; acts of public enemies; insurrection; riot; labor strikes; the inability to procure labor or materials in the open market; the interruption of utility services by an entity other than the District; the issuance of a restraining order by any court having jurisdiction.

6.4. Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by FAX or E-mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change as provided by this section.

If to the District:

Cole Ranch Improvement District No. 1 of Denton County, Texas
President, Board of Directors
c/o Allen Boone Humphries Robinson LLP
4514 Cole Avenue, Suite 1450
Dallas, Texas 75205
E-mail: srobinson@abhr.com

If to Developer:

_____
_____
_____
_____
E-mail: _____

6. 5. Parties in Interest. The Parties intend that the City be a third-party beneficiary of this Agreement. This Agreement shall be for the sole and exclusive benefit of the District, Developer (and their successors as permitted by this Agreement), and the City and shall not be construed to confer any benefit or right upon any other party.

6.6. Modification. Except as expressly provided in Sections 6.17 and 6.21 below, this Agreement shall be subject to amendment, change, or modification only with the written consent of Developer and the District.

6.7. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relative to the subject matter hereof. There are no agreements, covenants, representations or warranties between the parties other than those expressly stated or provided for herein, relating to such subject matter. Further, this Agreement shall replace and supersede in all respects any other agreement relating to the subject matter hereof that may be construed to apply to the Property.

6.8. Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

6.9. Term. This Agreement shall remain in effect for a term ending on the earlier of (a) forty (40) years after the Effective Date, or (b) when the District has reimbursed the District Reimbursement Amount.

6.10. Default and Remedies.

(a) Notice. No Party shall be in default under this Agreement until written notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure).

(b) Remedies. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law including, but not limited to, specific performance, injunctive relief, mandamus relief, and damages; provided, however, no Party to this Agreement shall have the right to terminate this Agreement prior to the expiration of its term (and the prohibition against termination of this Agreement applies regardless of the nature or frequency of any default). In addition, once Developer has advanced monies on behalf of the District under this Agreement, the obligation of the District to issue and sell Bonds to reimburse such advances in accordance with this Agreement shall not be affected by any alleged or actual default by the party who has advanced such monies (unless the default constitutes or results in a breach of the TCEQ rules or requirements for such Bond issuance). The failure of any Party to insist, in one or more instances, upon performance by another Party of any provision of this Agreement shall not be construed as a waiver of performance of such provision.

(c) Attorney Fees. If any Party hereto is the prevailing party in any legal proceedings against the other brought under or with relation to this Agreement, such prevailing party shall additionally be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party to such proceedings.

6.11. Assignability. Except as provided in Section 6.21 below, this Agreement shall bind and benefit District and its legal successors and Developer and its legal successors, but shall not otherwise be assignable, in whole or in part, by either party except by supplementary written agreements between the Parties. If the City dissolves the District in its entirety it shall assume the obligations of the District, to the fullest extent provided by law, and this Agreement shall remain in full force and effect in accordance with, and subject to, Section 6.01 of the Operating Agreement. In the event of such dissolution of the District and assumption of this Agreement, the Parties acknowledge and agree that (a) nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, (b) the calling of bond elections and the issuance and sale of bonds, notes or other obligations of the City for payment of any District Reimbursement Amount are governmental functions within the sole discretion of the City Council of the City, and (c) the inability or failure by the City to call bond elections or to issue and sell bonds, notes or other obligations shall not under any circumstances constitute a failure to perform an obligation of, or a default by, the City under this Agreement, and the City shall remain obligated to reimburse the Reimbursement Amount,

but such reimbursement may occur only if and when the City determines to issue bonds, notes, or other obligations or use other legally available funds for such purpose.

6.12. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, (a) the remainder of this Agreement, and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances, shall be not be affected thereby and the remainder of this Agreement shall be construed to achieve the intent of the parties and (b) the invalid or unconstitutional provision shall be rewritten to achieve the intent of the parties as expressed in the recitals.

6.13. Consideration. Each Party hereto agrees that the mutual obligations of the parties under this Agreement, including the resulting benefits, constitute due consideration for its execution of this Agreement. In particular, the obligation of Developer to advance monies to the District results in material benefits to the District and constitutes adequate consideration for the District's obligations to issue Bonds from time to time, and otherwise reimburse Developer for monies spent or advanced under this Agreement.

6.14. Construction and Interpretation. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. The titles assigned to the various Sections and Articles of this Agreement are for convenience of reference only and shall not be restrictive of the subject matter of any such Section or Article or otherwise affect the meaning, construction, or effect of any part hereof.

6.15. Developer Verifications.

(a) Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel during the term of the Agreement, as amended. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer.

(b) Developer represents and warrants that neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, and posted on the following pages of the Texas Comptroller of Public Account's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf
https://comptro1ler.texas.gov/purchasing/docs/iran-list.pdf
https://comptrol1er.texas.gov/purchasing/docs/fto-list.pdf

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Developer and each parent company, wholly- or majority- owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer.

(c) Developer represents and warrants that it and its parent company, wholly- or majority-owned subsidiaries, or other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the terms of the Agreement, as amended. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by the preceding statement.

(d) Developer represents and warrants that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of the Agreement, as amended. The foregoing verification is made solely to comply with Section 2274.002, Texas

Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

6.16. Limited Waiver of Sovereign Immunity. The District agrees that this Agreement shall constitute a contract subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code. Further, to the extent allowed by law, the District waives its rights to sovereign immunity as to an action in equity by the Developer for a writ of mandamus of specific performance to enforce all the terms of this Agreement. The District does not waive its rights to sovereign immunity for any other actions permitted by law or for any amount of money beyond the amounts provided in Article V herein.

6.17. Addition of Land to District. In the event that District should add land owned by Developer or an affiliate of Developer to the District (the "Added Land"), the Added Land shall be included within the definition of "Property" for all purposes of this Agreement, and the rights and obligations of the Parties hereunder shall be expressly applicable to the Added Land without necessity of amendment to this Agreement.

6.18. Governing Law and Venue. THIS AGREEMENT AND THE OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE INTERPRETED, CONSTRUED, GOVERNED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE SHALL BE IN DENTON COUNTY, TEXAS.

6.19. Representations by Developer. The Developer represents and covenants that:

(a) This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by the Developer;

(b) This Agreement, and the representations and covenants contained herein, and the consummation of the transactions contemplated herein, will not violate or

constitute a breach of any contract or other agreement to which the Developer is a party; and

(c) The Developer has made or will make sufficient financial arrangements to assure its ability to provide funds to pay District Operating Costs and the costs associated with the acquisition and construction of the Projects.

6.20. Representations by the District. The District represents and covenants that it will use its best efforts to:

(a) Conduct Bond authorization elections;

(b) Apply for and obtain the approval of the TCEQ for the issuance and sale of the Bonds, subject to the terms and conditions set forth herein;

(c) Market the Bonds, subject to the terms and conditions set forth herein, in the manner contemplated hereby; and

(d) Apply for and obtain the approval of the Attorney General of the State of Texas of the Bonds.

6.21. District Division. In the event the District adopts an order dividing the District, it is required to provide for the division of assets and liabilities between the new districts. The Parties acknowledge and agree that as part of such division, it may be necessary to amend this Agreement by the partial assignment of the rights and obligations of the Parties hereunder between the new districts. In such event, the Parties agree to use good faith in the negotiation and documentation of such amendment and assignment to fully carry out such addition.

6.22. District Dissolution. The Parties acknowledge that the City has the right to dissolve the District pursuant to the provisions of the District Act. The Parties intend for the obligations of the District under this Agreement to constitute "obligations" of the District within the meaning of Section 43.075, Local Government Code, and the District Act. The Parties further intend in the event that the City adopts an ordinance dissolving the District, the City shall assume the obligations of the District, including under this Agreement, to the fullest extent permitted by law and the terms of the Operating Agreement and this Agreement. The City has agreed to provide the District and Developer nine (9) months advance written notice of its intent to initiate proceedings for the dissolution of the District. Upon receipt of such notice the Parties will meet with the City to confirm the status of the outstanding obligations of each of the Parties under the Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DISTRICT:

ATTEST:

COLE RANCH IMPROVEMENT DISTRICT NO. 1 OF DENTON COUNTY, TEXAS

_____
Secretary, Board of Directors

By:_____
President, Board of Directors

(DISTRICT SEAL)

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, ___ President, Board of Directors, Cole Ranch Improvement District No. 1 of Denton County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

[SEAL]

_____
Notary Public in and for the
State of Texas

DEVELOPER:

_____,
a _____

By:_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____, _____ of _____, a _____ _____, on its behalf.

[SEAL]

_____
Notary Public in and for the
State of Texas

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
SPECIAL CONDITION

Notwithstanding any other items, conditions, or provisions of the general or special conditions or any other provisions of the Contract Documents to the contrary, Cole Ranch Improvement District No. 1 of Denton County, Texas (the "District") shall be deemed and considered as the "Owner" for all purposes under the Contract Documents, except for purposes of making payment to the Contractor of all or any portion of sums due or to become due to Contractor pursuant to or in relation to this Contract, including any damages which may ever become due under the Contract and including any costs associated with any change orders to the Contract. After submission to and approval by the District, the Contractor agrees to and shall look solely to _____ ("Developer"), for payment of all construction estimates, invoices or other sums, of whatever kind or nature, due or to become due pursuant to or in relation to this Contract, and the District shall never be responsible to the Contractor; therefore, Developer, agrees to make all payments to Contractor in accordance with the terms hereof. It is agreed that a default by Developer in making such payments to the Contractor shall constitute a default by Owner and shall entitle the Contractor to all rights and remedies arising under the Contract Documents for a default in payment of sums due the Contractor pursuant to the Contract Documents; provided, however, that, as aforesaid, the Contractor shall look solely to Developer for payment of sums due or to become due pursuant to or in relation to this Contract (including any damages which may ever become due under the Contract), and the District shall have no obligation for payment of such sums.

Developer reserves the right to assign its obligations hereunder to the District, subject to written acceptance thereof by the District. A copy of any such assignment and the acceptance thereof by the District shall be provided to the Contractor, and thereafter the District shall be obligated to make further payments due the Contractor pursuant to this Contract.

For purposes of convenient administration of this Contract, District may from time to time make payments due the Contractor pursuant to this Contract from funds advanced to the District by Developer or from other sources available to the District; provided, however, no such payment by the District will obligate the District to make further payments due the Contractor pursuant to this Contract (and Developer, shall remain liable to make such future payments), unless and until District has accepted an assignment of Developer obligations hereunder and a copy of the assignment and the District's acceptance is delivered to the Contractor. The District, the Developer, and the Contractor hereby acknowledge that these Special Conditions to the Contract are acceptable.

"CONTRACTOR" "DISTRICT"

_____ _____

[DEVELOPER]

_____

Attachment "3"

Exhibit "I-1B" – Form of Developer Reimbursement Agreement (Participating District)

DEVELOPER REIMBURSEMENT AGREEMENT
(Participating District)

This DEVELOPER REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered into effective as of the _____ day of _____, 20__, (the "Effective Date") between _____, a _____ (the "Developer") and COLE RANCH IMPROVEMENT DISTRICT NO. __ OF DENTON COUNTY, TEXAS (the "District"), a conservation and reclamation district and political subdivision of the State of Texas created pursuant to a division of Cole Ranch Improvement District No. 1 of Denton County, Texas ("CRID 1"), a conservation and reclamation district and political subdivision of the State of Texas created under Article III, Section 52, Article III, Section 52-a, and Article XVI, Section 59, of the Texas Constitution and an Act of the Texas Legislature codified at Chapter 3981, Special District Local Laws Code (the "District Act"), and operating under the District Act, and Chapter 375, Local Government Code. (The Developer and District are sometimes hereinafter referred to individually as "Party" and collectively as "Parties.")

RECITALS:

WHEREAS, Developer is the owner of and desires to develop the tract of land (the "Property") more particularly described in Exhibit "A", attached hereto, as may be amended from time to time; however, as of the Effective Date, the Property is not served by adequate water, wastewater, drainage, road, landscaping, park, and recreational facilities, and such facilities are not otherwise available to the Property; and

WHEREAS, the Property is located within the corporate limits of the City of Denton (the "City"), and within Water Certificate of Convenience and Necessity No. 10195 and Sewer Certificate of Convenience and Necessity No. 20072, each issued to the City (collectively, the "City CCNs"); and

WHEREAS, CRID 1 was created during the 86th Regular Session of the Texas Legislature through the passage of HB 4693 and codified under the District Act, for the benefit of the public and for the purposes of, including but not limited to, the acquisition, construction, improvement, financing, operation, and maintenance of water, wastewater, drainage, road, landscaping, park and recreational facilities; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(1) of the District Act, the City adopted Resolution No. 20-762, dated April 7, 2020 (the "2020

Resolution"), consenting to the creation of the Cole Ranch and to the inclusion of the Property in CRID 1; and

WHEREAS, the City has adopted Resolution No. 25-220, dated February 18, 2025 (the "2025 Resolution"), amending the 2020 Resolution (the 2020 Resolution as amended by the 2025 Resolution, the "Consent Resolution"); and

WHEREAS, the District was created pursuant to the District Act by an Order Dividing District executed _____, adopted by the Board of Directors of CRID 1; and

WHEREAS, the land within the boundaries of the District as of the Effective Date, and as they may be adjusted from time to time, is hereinafter sometimes referred to as the "District Area"; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(2) of the District Act, CRID 1 and City entered into an "Operating Agreement," effective April 7, 2020, as amended by that "First Amendment to Operating Agreement," effective February 18, 2025, as may be further amended form time to time (the "Operating Agreement"), that provides for: (a) a general description of the Improvement Projects and Supplemental Projects (collectively, the "Projects") that may be financed by the District; (b) the terms and conditions of the financing of the Projects; and (c) the operation of the District; and

WHEREAS, in satisfaction of the requirements of the Operating Agreement, the District entered a Joinder Agreement with CRID 1, of even date herewith, assuming all rights and obligations under the Operating Agreement with respect to the District Area; and

WHEREAS, in satisfaction of the requirements of Section 3981.0109(a)(3) of the District Act, the Developer and the City have entered into a Project Agreement, effective April 7, 2020, as amended by that "First Amendment to Project Agreement," effective February 18, 2025 (the "Project Agreement"), relating to various aspects of the development of property inside or outside the District Area; and

WHEREAS, unless otherwise specifically defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Operating Agreement; and

WHEREAS, the Developer wishes to proceed with development of the District Area in phases; however, the Parties acknowledge the District does not have funds currently available to fund the acquisition and construction of the Projects to facilitate such development; and

WHEREAS, Developer has paid certain costs related to creation of the District (the "Creation Costs"), and certain operating and administrative costs of the District, and pursuant to the terms of this Agreement is willing: (i) to advance or pay on behalf of the District certain monies needed to pay for the ongoing costs and expenses for the operation and administration of the District including, but not limited to, director fees, insurance premiums, bookkeeping fees, legal fees, engineering fees, inspection fees, auditing fees, fees to operate and maintain certain Projects, and all other similar fees and expenses (such costs collectively with the Creation Costs, the "District Operating Costs"); and (ii) to advance or pay on behalf of the District all monies to pay for all portions of the Projects that are necessary for development of all of the Property, that are eligible for reimbursement from the District; and

WHEREAS, the District hereby requests Developer: (i) to advance or pay on behalf of the District certain monies to pay for District Operating Costs; and (ii) at such time as Developer determines to proceed with development, to advance to or pay on behalf of the District all monies to acquire and construct the Projects; and

WHEREAS, Developer and the District acknowledge that development within the District Area would not occur but for this Agreement and the performance by Developer and the District of their respective duties and obligations under this Agreement; and

WHEREAS, in order to induce Developer to advance or pay on behalf of the District monies for the purposes set forth above, the District represents it will: (i) conduct elections for the approval of the resident electors of the District of the authorization of bonds (the "Bonds") for Projects and District Operating Costs; (ii) issue and sell, from time to time (and at the earliest possible time pursuant to applicable law, the rules of the Texas Commission on Environmental Quality (the "TCEQ"), and the provisions hereof and of the Consent Resolution and the Operating Agreement) Bonds in multiple issues and secured in whole or in part by ad valorem taxes levied on land within the District, revenue other than ad valorem taxes or contract payments; and (iii) use the proceeds from the sale of the Bonds to reimburse Developer; and

WHEREAS, Developer is only willing to advance on behalf of the District monies for the purposes set forth above based on the obligation of the District to issue and sell, from time to time (and at the earliest possible time pursuant to applicable law, the rules of the TCEQ, and the provisions hereof and of the Consent Resolution and the Operating Agreement), the Bonds and to use the proceeds from the Bonds to reimburse Developer; and

WHEREAS, the District represents it will proceed with the issuance and sale, from time to time (and at the earliest possible time pursuant to applicable law, the rules of the TCEQ, and the provisions hereof and of the Consent Resolution and the Operating

Agreement), of the Bonds and is obligated to issue and sell, from time to time (and at the earliest possible time pursuant to applicable law, the rules of the TCEQ, and the provisions hereof and of the Consent Resolution and the Operating Agreement), the Bonds to reimburse Developer subject only to: (i) satisfaction of the conditions set forth in Section 5.2 of this Agreement; and (ii) the performance by the District of the acts set forth in Section 5.4 of this Agreement; and

WHEREAS, the Parties acknowledge they are entering into this Agreement to implement the purpose of the Operating Agreement, and this Agreement is subject to the terms and provisions of the Consent Resolution and Operating Agreement; and

WHEREAS, the Parties each represent to the other that it may enter into this Agreement pursuant to authority provided by the Constitution and laws of the State of Texas, particularly the District Act and Chapter 375, Local Government Code.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, the District and Developer contract and agree as follows.

ARTICLE I
MAINTENANCE AND OPERATING COSTS

1.1. The District has incurred and will continue to incur District Operating Costs which will be paid from: (a) revenues from the District's M&O Tax; and (b) revenues from Assessments levied by the District; and (c) revenues from any other legally available source (collectively, the "District Revenue").

1.2. In order to ensure the timely and orderly administration of the District's operations, including the discharge of its obligations hereunder, Developer shall advance to the District, from time to time, the amounts, if any, by which District Operating Costs exceed District Revenue.

ARTICLE II
DEVELOPER OBLIGATIONS

2.1. The Parties acknowledge and agree that the only improvement projects that may be financed by the District are (a) those Improvement Projects described in the Operating Agreement, and (b) eligible Supplemental Projects as provided in the Operating Agreement. Accordingly, the obligations of the District hereunder with respect to the acquisition, construction, and financing of public infrastructure to serve the District Area, including reimbursement of the Developer, are expressly limited to the Projects.

2.2. From time to time Developer shall advise the District (a) that Developer desires the District to proceed with the construction of a phase of the Projects and (b) that Developer is prepared to advance to the District monies for the construction of such improvements. Thereafter, the District shall acquire, construct or otherwise cause the construction or acquisition of the Projects in the manner provided by the District Act, the general law for conservation and reclamation districts and in full compliance with the applicable rules and regulations of the TCEQ, the provisions of the Texas Water Code, the Consent Resolution and the Operating Agreement, the ordinances and regulations of the City, Denton County, Texas, and all other regulatory bodies having jurisdiction over such construction or other acquisition.

2.3. Plans and Specifications.

(a) Plans and specifications for Projects shall be prepared by the District's engineer or other engineer selected by Developer and approved by the District (the "District Engineer"). Unless otherwise agreed by the District and Developer, each engineering design contract shall reflect the District as the "owner" of the Projects; however, the District Engineer shall cooperate with the Developer regarding the design and bidding of the Projects. Each contract shall provide that final design of the Projects shall be subject to review and approval by the District Engineer and the District, which shall not be unreasonably withheld or delayed. All monies due the District Engineer relative to the design of the Projects shall be due and payable solely by Developer, subject to reimbursement by the District as provided herein. Any contracts entered into by the Developer for the design of the Projects shall be subject to review and approval by the District, and each contract for Projects shall include the provision attached hereto as Exhibit "B" acknowledging that the District shall not be liable under such contract for any payments whatsoever.

(b) The Projects shall be designed in accordance with the standards and specifications of the District, the City, the County, the TCEQ, including, but not limited to, all rules and regulations applicable to the construction of improvements such that the District can fulfill its obligation to reimburse Developer as provided by this Agreement, and any other agency having or hereafter acquiring jurisdiction. The design and sizing, including the location of stub outs and/or termination points, of the Projects shall take into consideration the anticipated development of other land in the District so that the District Area will be provided with adequate water, wastewater, drainage, road, parks, and recreational facilities of consistent quality and on the most economical basis. In addition, the District may require a phase of such facilities to be sized in order to coordinate the construction of the facilities with similar facilities necessary to serve other property within the District Area.

(c) Construction of the Projects shall be subject to the periodic review, inspection, and approval by the District, which approval shall not be unreasonably withheld or delayed. Developer shall pay the District Engineer for inspections of that portion of the Projects subject to inspection by the District a fee not to exceed 2% of the costs to construct the Projects, which fee shall be payable monthly commencing on the date which is 30 days from the commencement of construction of the Projects. The Developer shall also pay to the City the review and inspection fees of the City for review and inspection services provided by the City or its agents for the construction and installation of Projects.

2.4. Provision of Projects. The District shall cooperate with Developer and take all steps necessary to facilitate construction of the Projects including, but not limited to, causing construction drawings and plans and specifications to be prepared, obtaining all necessary governmental approvals, and bidding and awarding a contract or contracts for the construction, installation or other acquisition of the Projects, all at the cost of Developer. Developer shall not initiate the bidding for construction of a phase of the Projects until authorized by the District, which authorization shall not be unreasonably withheld or delayed. The District Engineer shall be responsible for bidding each construction contract and all bids shall be received at an office of the District Engineer. District contracts shall be subject to the competitive bidding requirements of Section 375.221, Local Government Code. Developer shall be solely responsible for all costs and expenses related to such bidding, design and construction of the Projects, subject to reimbursement by the District as provided herein. Unless otherwise agreed by the Parties, all of such contracts shall reflect the District as "owner," but Developer as "guarantor of payment" under the contract, for all Projects. No contracts shall be let for the design or construction of the Projects without the approval of the Developer. Any contracts entered into by Developer for the design of the Projects shall be subject to review and approval by the District.

No change in the final plans and specifications for Projects shall be effected or permitted except pursuant to written change order approved by the District. Such change orders shall clearly state changes to be made and the increase or decrease in costs effected thereby. It is understood and agreed that any change orders are subject to the rules of the TCEQ.

2.5. Payment of Costs. Developer shall make, in a timely fashion, either (1) all payments on the contracts awarded by the District for the construction or other acquisition of the Projects, including engineering and consultant invoices or (2) advances of money to the District in amounts sufficient to make all such payments. Payment shall be made by Developer only after approval thereof by the District Engineer. Such contracts shall provide that the contractor shall look solely to the Developer for payment of all monies due for construction of the Projects. Developer shall, within 60 days after making any payment, provide copies to the District of all invoices and certifications recommending

payment together with copies of all cancelled checks (with all such documentation clearly describing the Projects to which the documentation applies).

2.6. Lienholder Releases. In the event Developer borrows the money for the acquisition or development of the Property or to make payments for the design and construction of the Projects (or otherwise desires to place a lien on the Property), Developer agrees to: (a) notify the District in writing of the name of such lender; (b) obtain from such lender, and deliver to the District, written releases and/or subordination agreements, in a form reasonably satisfactory to the District (which reasonable satisfaction shall be evidenced by written acknowledgement), evidencing that such lender has not taken a lien on any portion of the Projects and that in the event such lienholder should foreclose on any portion of the Property, such lienholder shall not have any title to the Projects; (c) obtain from such lender, and deliver to the District, written releases, in a form reasonably satisfactory to the District (which reasonable satisfaction shall be evidenced by written acknowledgement), evidencing that such lender has not taken a lien, pledge, or any other interest in this Agreement or to any right, title, or interest of Developer under this Agreement except for the right of Developer to be reimbursed under this Agreement; and (d) obtain from such lender, and deliver to the District, the written acknowledgement of such lender, in a form reasonably satisfactory to the District (which reasonable satisfaction shall be evidenced by written acknowledgement), acknowledging and agreeing that should such lender, or its successors or assigns, take title to any portion of the Property, that such lender, and its successors and assigns, shall take title subject to the terms and conditions of this Agreement.

2.7. Easements and Sites. Developer shall cause to be dedicated to the public all easements, sites, and rights-of-way necessary for the installation of the Projects within the District Area in accordance with Sections 4.05, 4.07 and 4.09 of the Operating Agreement. All costs related thereto shall be paid by Developer and be subject to reimbursement pursuant to and in accordance with applicable rules of the TCEQ and as provided herein. Developer may retain the right to grant other easements within any easement granted to the public (but not within sites granted in fee or rights-of-way granted to the public) or to cross any such easement, as long as such rights are limited to providing for the installation, operation and maintenance of any improvements that benefit the District, do not unreasonably interfere with access and maintenance of public infrastructure within the easement, and comply with all statutes, ordinances, rules and regulations.

2.8. Records. Developer shall keep accurate records itemizing and separating all costs relative to the portions of the Projects eligible for reimbursement by the District. Within 60 days after the date of the District's receipt of the District Engineer's certificate of completion for each portion of the Projects, Developer shall deliver to the District copies of all records reasonably requested by the District to evidence that such portion of the Projects constructed or otherwise acquired by Developer is subject to reimbursement by

the District. Such records shall include but shall not be limited to, contracts, requests for payment, engineer's recommendation for payment, and cancelled checks (or other evidence of payment if approved by the TCEQ). Following its delivery of such documentation, Developer's obligation regarding maintenance of its records shall be limited to maintaining its records in its normal course of business; provided, however, Developer shall not destroy such records for a period of not more than 36 months.

2.9. Further Documentation. Upon completion of any portion of the Projects, Developer shall cause to be executed any additional documentation reasonably requested by the District to evidence the District's ownership of the Projects free and clear of any liens, including any acknowledgment from any lienholder on the Property.

ARTICLE III
CONVEYANCE AND MAINTENANCE OF IMPROVEMENTS

3.1. Conveyance of Improvements. The Parties acknowledge and agree that upon completion and acceptance of any portion of the Projects, the District shall convey such Projects to the City. All Projects shall be used to serve the District Area to the fullest extent necessary.

3.2. Maintenance and Operation. Except as provided by law or the Operating Agreement, upon acceptance of title to Projects by the City, the District shall be relieved of any further responsibility for maintenance and operation thereof. The District shall continue to be responsible for the maintenance of landscaping within road right-of-way and Park Improvements in the District Area.

ARTICLE IV
ASSIGNMENT OF REIMBURSEMENT AMOUNT

4.1. Conditioned Permitted Assignment. Developer shall have the right to assign, pledge, mortgage, transfer, or otherwise encumber all or any portion of the District Reimbursement Amount (hereinafter defined); provided, however, that any such assignment, pledge, mortgage or other transfer or encumbrance (an "Assignment") shall be effective as to the District only upon completion of the following: (a) the execution of an acknowledgement of notice by the District to evidence the District's receipt of notice of such Assignment; and (b) District receipt of a copy of the Assignment as recorded in the Real Property Records of Denton County.

4.2. Conveyance of Property. In the event Developer sells, conveys, or otherwise transfers ownership of any portion of the Property (a "Sale Tract") to any person or entity (a "New Owner") other than a homebuilder or an end-user homeowner, prior to such conveyance Developer shall require New Owner execute a joinder (a "Joinder") to this

Agreement (whereupon, New Owner shall be the "Developer" under this Agreement with respect to the Sale Tract, and Developer shall be released from any further obligations under this Agreement with respect to the Sale Tract). Such Joinder shall be effective as to the District only upon completion of the following: (a) the execution of an acknowledgement of notice by the District to evidence the District's receipt of notice of such conveyance; and (b) District receipt of a copy of the conveyance and Joinder as recorded in the Real Property Records of Denton County.

4.3. Reliance. The District shall be entitled to pay any sums due or to become due under this Agreement in accordance with the most recent Assignment or Joinder with respect to which the District has executed an acknowledgement of notice as required hereunder, and the District's records with respect thereto shall be deemed conclusively correct. The District shall not be required to pay any sums due or to become due under this Agreement unless the party claiming such right to receive such sums can prove to the satisfaction of the District compliance with these requirements, and such party's rights thereto.

4.4. District's Rights. In the event any litigation should arise with respect to rights to any monies due or to become due under this Agreement, the District shall continue to have the obligation to issue Bonds to pay such monies, and, at the District's sole and absolute discretion, to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties to such monies. No assignment or other transfer by any party of its rights or obligations under this Agreement (even though the District may acknowledge such assignment or transfer) shall constitute a waiver by the District of its rights under this Agreement; and all parties to this Agreement acknowledge and agree that all assignments or transfers shall be subject to the obligation of the assignees or transferees to be bound by the terms of this Agreement.

ARTICLE V
DISTRICT REIMBURSEMENTS

5.1. District Reimbursement Amount.

(a) As part of the consideration for the Parties entering into this Agreement, the District shall reimburse Developer for monies advanced or paid by Developer that are eligible for reimbursement by the District, plus the maximum interest allowed by TCEQ rules, including, but not limited to, (i) monies advanced or paid for District Operating Costs, but not to exceed the maximum amount of $4,000,000; and (ii) monies advanced or paid by Developer for Projects. However, the total amount that the District is obligated to pay Developer pursuant to this Agreement shall not exceed the reimbursable portion of the costs of acquiring and construction the Improvement Projects and Supplemental Projects, as those terms are defined in the Operating Agreement, including developer

interest, to the maximum extent permitted by law (the "District Reimbursement Amount"). The District Reimbursement Amount shall be paid in accordance with the provisions of this Agreement, including without limitation the conditions set forth in this Article V, from Bond proceeds or other legally available District funds as permitted by the Operating Agreement. The District Reimbursement Amount shall include all amounts allowed by state law and rules of the TCEQ under its then current rules including, but not limited to, engineering fees, reports, studies, land costs, easement and right-of-way costs, organizational and administrative costs, legal expenses, contract costs, all construction costs, impact fees, and interest on the monies expended by Developer through the date such monies are paid in accordance with this Agreement.

(b) In the event (and to the extent) the TCEQ determines, in reviewing any Bond application, that any portion of the District Reimbursement Amount may not be reimbursed or interest paid under the rules of the TCEQ, then the District Reimbursement Amount shall be reduced as required by such rules. Subject to Section 2.8 of this Agreement, Developer shall provide the District with such information and documentation as the District may reasonably request to enable the District to calculate interest and verify payments. In the event there is a disagreement between Developer and the District as to whether an expenditure or advance of money by Developer is owed hereunder or eligible to be reimbursed under state law or the rules of the TCEQ, the District shall include such amount in the Bond application and shall provide Developer with the opportunity to submit information and appear before the TCEQ in support of the reimbursement. The District and Developer shall be bound by the decision of the TCEQ.

(c) If reimbursement for any portion of the District Reimbursement Amount is not subject to the rules of the TCEQ, then the District shall reimburse Developer the maximum amount allowed by law and the rules of any state agency having jurisdiction over such reimbursement, including the office of the Attorney General of the State of Texas (the "OAG"). The District shall always be obligated to pay Developer the maximum amount allowed by then-current applicable law and rules and regulations of the TCEQ, but not to exceed the maximum District Reimbursement Amount.

5.2. Sale and Issuance of District Bonds.

(a) The District hereby agrees to proceed with the sale and issuance, from time to time (and at the earliest possible time), of the Bonds in multiple series to reimburse and pay Developer the District Reimbursement Amount as provided by this Agreement. However, the District and Developer acknowledge and agree that the District shall not issue more than the maximum District Reimbursement Amount as the aggregate principal amount of Bonds. The District Bonds shall be secured by District ad valorem tax revenue (other than the Contract Tax) and any other revenue or contract payments other than Assessments.

(b) The obligation of the District to sell and issue Bonds for such purposes is subject to the following conditions: (i) approval by the TCEQ (when applicable) of the issuance and sale of the Bonds; (ii) a finding of economic feasibility as set forth in Section 5.4 hereof, (iii) compliance with the District Act, Consent Resolution, Project Agreement and Operating Agreement; (iv) the receipt of a bid and awarding of sale of the Bonds by the District; (v) approval of the Bonds by the Attorney General of the State of Texas; (vi) registration of the Bonds by the Comptroller of Public Accounts of the State; and (vii) the receipt of the proceeds from the sale of the Bonds. The District shall fully cooperate with Developer to cause the foregoing conditions to be satisfied. The District has a continuing obligation to issue and sell the Bonds until Developer has been fully paid the District Reimbursement Amount, subject only to the performance of the additional actions set forth in Section 5.4 of this Agreement.

5.3. Order of Payment. Unless otherwise agreed by the District and Developer, the District shall include in each Bond application the first monies advanced by Developer pursuant to this Agreement that have not yet been reimbursed by the District.

5.4. Bond Issuance Activities. In connection with the issuance of the Bonds, the District shall promptly perform the activities described below. The District shall fully cooperate with Developer and shall complete such activities so that Bonds may be issued at the earliest possible date and the District can fulfill its payment obligations to Developer as provided by this Agreement. The District shall not take any action (or fail to take any action) that may or will reduce any amount owed to Developer pursuant to this Agreement or that may or will delay or impair in any way the issuance of any Bonds or the prompt payment to Developer of the amount owed Developer under this Agreement.

(a) Call elections within the District for authorization by the resident District electors to issue the Bonds from time to time in amounts and within terms sufficient to reimburse Developer for costs of acquiring and constructing the Projects necessary to serve all of the District Area, and $4,000,000 of District Operating Costs.

(b) Apply to the TCEQ (when applicable) for approval of the issuance of the Bonds at such time as Developer requests, and upon the District's financial advisor determining that it is feasible for the District to issue the Bonds. A Bond issue will be considered "feasible" if (i) it can be amortized compliant with the Benchmark Tax Rate feasibility test as set forth in the Operating Agreement, based upon existing values and projections of future values located within the Property in accordance with the TCEQ rules and the Operating Agreement, (ii) meets the applicable requirements of the Consent Resolution and Operating Agreement, and (iii) otherwise meets the requirements of the TCEQ and OAG. Developer may request that the Bonds be issued in more than one series, provided that the District shall not be required to issue any series of Bonds in an initial

principal amount of less than $1,000,000 unless it is the last series of Bonds to be issued by the District pursuant to this Agreement. At such time as the District submits each application to the TCEQ for approval of the issuance of any Bonds, the District shall notify Developer in writing of such bond application (and upon request of Developer shall immediately provide a full and complete copy of such bond application) so that Developer can verify that the District is in full compliance with the provisions of this Agreement. In no event shall the District be required to begin the process of issuing any series of bonds (whether or not TCEQ approval is required for such series) until such time as the District's financial advisor determines that such issuance would be financially feasible.

(c) Promptly sell the Bonds after obtaining TCEQ approval (if applicable).

(d) Obtain the OAG approval of the Bonds.

(e) Obtain registration of the Bonds by the Comptroller of Public Accounts and the State of Texas.

(f) Pay Developer in accordance with this Agreement promptly after the closing of the sale of the Bonds.

5.5. Developer Obligations. Developer agrees to cooperate with the District in the preparation of each Bond application and to provide to the District all documents and information reasonably requested by the District: (a) in preparing the Bond application; (b) in otherwise documenting the amounts to be reimbursed pursuant to this Agreement; and (c) to allow completion of a developer reimbursement report by the District's auditor relative to any issuance of Bonds. In addition, Developer agrees to provide the District all information reasonably requested by the District in the preparation of its Official Statement relative to the issuance of the Bonds, including all information and documents needed by the District to comply with Securities and Exchange Commission Rule 15(c)(2)-12.

5.6. Waiver of Exemptions. As a condition to proceeding with the actions set forth in Section 5.4(b), Developer and all holders of a lien on the Property shall enter into an agreement whereby, as to taxes levied by the District, Developer and any subsequent owner of all or any portion of the Property permanently waive the right to claim agricultural, open space, wildlife management, timberland, or inventory valuations for any land, homes or buildings owned by Developer within the District, in accordance with the rules of the TCEQ. Nothing herein shall prevent (a) Developer from maintaining an agricultural exemption over the Property for any taxing jurisdiction other than the District and the City, or (b) a residential homeowner from qualifying for any lawfully available exemption from any taxing jurisdiction, including the District.

5.7. M&O Tax Proceeds and Assessments. The Parties acknowledge and agree that the primary source of funds for payment of the District Reimbursement Amount shall be proceeds of the District Bonds. However, the Developer shall have the right to reimbursement from other legally available funds of the District, including M&O Tax proceeds, contract tax proceeds, or Assessments, to the extent permitted by the Operating Agreement.

ARTICLE VI
ADDITIONAL PROVISIONS

6.1. General. This Agreement and the obligations of the Parties hereunder are subject to the Consent Resolution, the Operating Agreement, and all rules, regulations and laws which may be applicable by the City, the State of Texas, or any regulatory agency having jurisdiction, including the rules of the TCEQ and OAG.

6.2. Recitals. The "Recitals" set forth in this Agreement are true and correct and are incorporated as part of this Agreement.

6.3. Force Majeure. If a Party is prevented from performing, in whole or in part, its obligations under this Agreement by reason of "force majeure" that could not have been avoided by the exercise of due diligence by such Party, then performance by such Party may be suspended to the limited extent and during the limited period that performance is made impossible by the force majeure; provided, however, such Party must use its best efforts to diligently and continuously pursue a course of action that will eliminate the force majeure and allow such Party to resume full performance at the earliest possible time. As an express condition precedent to suspending performance, however, immediately after the occurrence of any force majeure, the Party whose performance is rendered impossible shall give notice and full details of the force majeure to the other Party. For purposes of this Agreement, "force majeure" means any of the following: floods; earthquakes; acts of God; acts of war; acts of terrorism; acts of public enemies; insurrection; riot; labor strikes; the inability to procure labor or materials in the open market; the interruption of utility services by an entity other than the District; the issuance of a restraining order by any court having jurisdiction.

6.4. Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by FAX or E-mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any Party may change

its address for purposes of this Agreement by giving notice of such change as provided by this section.

If to the District:

Cole Ranch Improvement District No. __ of Denton County, Texas
President, Board of Directors
c/o Allen Boone Humphries Robinson LLP
4514 Cole Avenue, Suite 1450
Dallas, Texas 75205
E-mail: srobinson@abhr.com

If to Developer:

_____
_____
_____
_____
E-mail: _____

6. 5. Parties in Interest. The Parties intend that the City be a third-party beneficiary of this Agreement. This Agreement shall be for the sole and exclusive benefit of the District, Developer (and their successors as permitted by this Agreement), and the City and shall not be construed to confer any benefit or right upon any other party.

6.6. Modification. Except as expressly provided in Sections 6.17 and 6.21 below, this Agreement shall be subject to amendment, change, or modification only with the written consent of Developer and the District.

6.7. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relative to the subject matter hereof. There are no agreements, covenants, representations or warranties between the parties other than those expressly stated or provided for herein, relating to such subject matter. Further, this Agreement shall replace and supersede in all respects any other agreement relating to the subject matter hereof that may be construed to apply to the Property.

6.8. Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

6.9. Term. This Agreement shall remain in effect for a term ending on the earlier of (a) forty (40) years after the Effective Date, or (b) when the District has reimbursed the District Reimbursement Amount.

6.10. Default and Remedies.

(a) Notice. No Party shall be in default under this Agreement until written notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure).

(b) Remedies. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law including, but not limited to, specific performance, injunctive relief, mandamus relief, and damages; provided, however, no Party to this Agreement shall have the right to terminate this Agreement prior to the expiration of its term (and the prohibition against termination of this Agreement applies regardless of the nature or frequency of any default). In addition, once Developer has advanced monies on behalf of the District under this Agreement, the obligation of the District to issue and sell Bonds to reimburse such advances in accordance with this Agreement shall not be affected by any alleged or actual default by the party who has advanced such monies (unless the default constitutes or results in a breach of the TCEQ rules or requirements for such Bond issuance). The failure of any Party to insist, in one or more instances, upon performance by another Party of any provision of this Agreement shall not be construed as a waiver of performance of such provision.

(c) Attorney Fees. If any Party hereto is the prevailing party in any legal proceedings against the other brought under or with relation to this Agreement, such prevailing party shall additionally be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party to such proceedings.

6.11. Assignability. Except as provided in Section 6.21 below, this Agreement shall bind and benefit District and its legal successors and Developer and its legal successors, but shall not otherwise be assignable, in whole or in part, by either party except by supplementary written agreements between the Parties. If the City dissolves the District in its entirety it shall assume the obligations of the District, to the fullest extent provided by law, and this Agreement shall remain in full force and effect in accordance with, and subject to, Section 6.01 of the Operating Agreement. In the event of such dissolution of the District and assumption of this Agreement, the Parties acknowledge and agree that (a) nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, (b) the calling of bond elections and the issuance and sale of bonds, notes or other obligations of the City for payment of any District Reimbursement Amount are governmental functions within the sole discretion of the City Council of the City, and (c) the inability or failure by the City to call bond elections or to

issue and sell bonds, notes or other obligations shall not under any circumstances constitute a failure to perform an obligation of, or a default by, the City under this Agreement, and the City shall remain obligated to reimburse the Reimbursement Amount, but such reimbursement may occur only if and when the City determines to issue bonds, notes, or other obligations or use other legally available funds for such purpose.

6.12. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, (a) the remainder of this Agreement, and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances, shall be not be affected thereby and the remainder of this Agreement shall be construed to achieve the intent of the parties and (b) the invalid or unconstitutional provision shall be rewritten to achieve the intent of the parties as expressed in the recitals.

6.13. Consideration. Each Party hereto agrees that the mutual obligations of the parties under this Agreement, including the resulting benefits, constitute due consideration for its execution of this Agreement. In particular, the obligation of Developer to advance monies to the District results in material benefits to the District and constitutes adequate consideration for the District's obligations to issue Bonds from time to time, and otherwise reimburse Developer for monies spent or advanced under this Agreement.

6.14. Construction and Interpretation. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. The titles assigned to the various Sections and Articles of this Agreement are for convenience of reference only and shall not be restrictive of the subject matter of any such Section or Article or otherwise affect the meaning, construction, or effect of any part hereof.

6.15. Developer Verifications.

(a) Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel during the term of the Agreement, as amended. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but

does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer.

(b) Developer represents and warrants that neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, and posted on the following pages of the Texas Comptroller of Public Account's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf
https://comptro1ler.texas.gov/purchasing/docs/iran-list.pdf
https://comptrol1er.texas.gov/purchasing/docs/fto-list.pdf

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Developer and each parent company, wholly- or majority- owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer.

(c) Developer represents and warrants that it and its parent company, wholly- or majority-owned subsidiaries, or other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the terms of the Agreement, as amended. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by the preceding statement.

(d) Developer represents and warrants that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of the Agreement, as amended. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

6.16. Limited Waiver of Sovereign Immunity. The District agrees that this Agreement shall constitute a contract subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code. Further, to the extent allowed by law, the District waives its rights to sovereign immunity as to an action in equity by the Developer for a writ of mandamus of specific performance to enforce all the terms of this Agreement. The District does not waive its rights to sovereign immunity for any other actions permitted by law or for any amount of money beyond the amounts provided in Article V herein.

6.17. Addition of Land to District. In the event that District should add land owned by Developer or an affiliate of Developer to the District (the "Added Land"), the Added Land shall be included within the definition of "Property" for all purposes of this Agreement, and the rights and obligations of the Parties hereunder shall be expressly applicable to the Added Land without necessity of amendment to this Agreement.

6.18. Governing Law and Venue. THIS AGREEMENT AND THE OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE INTERPRETED, CONSTRUED, GOVERNED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE SHALL BE IN DENTON COUNTY, TEXAS.

6.19. Representations by Developer. The Developer represents and covenants that:

(a) This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by the Developer;

(b) This Agreement, and the representations and covenants contained herein, and the consummation of the transactions contemplated herein, will not violate or constitute a breach of any contract or other agreement to which the Developer is a party; and

(c) The Developer has made or will make sufficient financial arrangements to assure its ability to provide funds to pay District Operating Costs and the costs associated with the acquisition and construction of the Projects.

6.20. Representations by the District. The District represents and covenants that it will use its best efforts to:

(a) Conduct Bond authorization elections;

(b) Apply for and obtain the approval of the TCEQ for the issuance and sale of the Bonds, subject to the terms and conditions set forth herein;

(c) Market the Bonds, subject to the terms and conditions set forth herein, in the manner contemplated hereby; and

(d) Apply for and obtain the approval of the Attorney General of the State of Texas of the Bonds.

6.21. District Division. In the event the District adopts an order dividing the District, it is required to provide for the division of assets and liabilities between the new districts. The Parties acknowledge and agree that as part of such division, it may be necessary to amend this Agreement by the partial assignment of the rights and obligations of the Parties hereunder between the new districts. In such event, the Parties agree to use good faith in the negotiation and documentation of such amendment and assignment to fully carry out such addition.

6.22. District Dissolution. The Parties acknowledge that the City has the right to dissolve the District pursuant to the provisions of the District Act. The Parties intend for the obligations of the District under this Agreement to constitute "obligations" of the District within the meaning of Section 43.075, Local Government Code, and the District Act. The Parties further intend in the event that the City adopts an ordinance dissolving the District, the City shall assume the obligations of the District, including under this Agreement, to the fullest extent permitted by law and the terms of the Operating Agreement and this Agreement. The City has agreed to provide the District and Developer nine (9) months advance written notice of its intent to initiate proceedings for the dissolution of the District. Upon receipt of such notice the Parties will meet with the City to confirm the status of the outstanding obligations of each of the Parties under the Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DISTRICT:

ATTEST:

COLE RANCH IMPROVEMENT DISTRICT NO. __ OF DENTON COUNTY, TEXAS

_____
Secretary, Board of Directors

By:_____
President, Board of Directors

(DISTRICT SEAL)

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, ___ President, Board of Directors, Cole Ranch Improvement District No. __ of Denton County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

[SEAL]

_____
Notary Public in and for the
State of Texas

DEVELOPER:

_____,
a _____

By:_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____, _____ of _____, a _____, on its behalf.

[SEAL]

_____
Notary Public in and for the
State of Texas

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
SPECIAL CONDITION

Notwithstanding any other items, conditions, or provisions of the general or special conditions or any other provisions of the Contract Documents to the contrary, Cole Ranch Improvement District No. __ of Denton County, Texas (the "District") shall be deemed and considered as the "Owner" for all purposes under the Contract Documents, except for purposes of making payment to the Contractor of all or any portion of sums due or to become due to Contractor pursuant to or in relation to this Contract, including any damages which may ever become due under the Contract and including any costs associated with any change orders to the Contract. After submission to and approval by the District, the Contractor agrees to and shall look solely to _____ ("Developer"), for payment of all construction estimates, invoices or other sums, of whatever kind or nature, due or to become due pursuant to or in relation to this Contract, and the District shall never be responsible to the Contractor; therefore, Developer, agrees to make all payments to Contractor in accordance with the terms hereof. It is agreed that a default by Developer in making such payments to the Contractor shall constitute a default by Owner and shall entitle the Contractor to all rights and remedies arising under the Contract Documents for a default in payment of sums due the Contractor pursuant to the Contract Documents; provided, however, that, as aforesaid, the Contractor shall look solely to Developer for payment of sums due or to become due pursuant to or in relation to this Contract (including any damages which may ever become due under the Contract), and the District shall have no obligation for payment of such sums.

Developer reserves the right to assign its obligations hereunder to the District, subject to written acceptance thereof by the District. A copy of any such assignment and the acceptance thereof by the District shall be provided to the Contractor, and thereafter the District shall be obligated to make further payments due the Contractor pursuant to this Contract.

For purposes of convenient administration of this Contract, District may from time to time make payments due the Contractor pursuant to this Contract from funds advanced to the District by Developer or from other sources available to the District; provided, however, no such payment by the District will obligate the District to make further payments due the Contractor pursuant to this Contract (and Developer, shall remain liable to make such future payments), unless and until District has accepted an assignment of Developer obligations hereunder and a copy of the assignment and the District's acceptance is delivered to the Contractor. The District, the Developer, and the Contractor hereby acknowledge that these Special Conditions to the Contract are acceptable.

"CONTRACTOR"	"DISTRICT"
_____	_____
	[DEVELOPER]
	_____

Attachment “4”

WASTEWATER JOINT FACILITY COST-SHARING AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

COST SHARING AGREEMENT

This Cost Sharing Agreement (this "**Agreement**"), is made and entered into this ___ day of _____, 2026 (the "**Effective Date**"), by and amongst the City of Denton, a Texas Home-Rule Municipal Corporation (hereinafter referred to as the "**City**"), with its offices located at 215 East McKinney Street, Denton, Texas 76201; Cole Ranch Improvement District No. 1 of Denton County, Texas (hereinafter referred to as "**District**") with a mailing address of ABHR, c/o Stephen M. Robinson, 4514 Cole Avenue, Suite 1450, Dallas, Texas, 75205; Cole Ranch Development LP, a Texas limited partnership (hereinafter referred to as "**Developer**"), whose principal address is 5005 Riverway, Suite 500, Houston, Texas 77056; Hunter Ranch Improvement District No. 1 of Denton County, Texas (hereinafter referred to as "**HRID**"); with a mailing address of ABHR, c/o Sanjay Bapat, 4514 Cole Avenue, Suite 1450, Dallas, Texas, 75205; and HR 3200, LP, a Texas limited partnership (hereinafter referred to as "**Hunter Developer**"), whose principal address is 3000 Turtle Creek Boulevard, Dallas, Texas 75219. Each of the City, District, Developer, HRID and Hunter Developer shall be referred to herein as a "**Party**" and together, as the "**Parties**."

RECITALS:

WHEREAS, Developer is the developer or affiliate of the developer of certain real property located in the City of Denton, Texas and being depicted on **Exhibit A-1**, attached hereto and made a part hereof for all purposes (the "**Property**"); and

WHEREAS, the Property is also located within the District; and

WHEREAS, Hunter Developer is the developer or affiliate of the developer of certain real property located in the City of Denton, Texas and being depicted on **Exhibit A-2**, attached hereto and made a part hereof for all purposes (the "**Hunter Property**")

WHEREAS, Developer is in the process of developing and improving the Property and Hunter Developer is in the process of developing and improving the Hunter Property and in connection with the same, the District must design, construct and install adequate wastewater facilities to service the Property and the Hunter Property as generally depicted on **Exhibit B** (the "**District Facilities**"); and

WHEREAS, the City wishes to participate in the cost of designing, constructing and installing a portion of the District Facilities to provide for additional capacity in the wastewater main to expand its utility system and insure adequate utility service to other customers, which consists of the Hickory Creek Interceptor identified in Exhibit L of the Cole Ranch Operating Agreement effective April 7, 2020, as amended by that certain First Amendment to Operating Agreement, effective February 18, 2025 (the "**Operating Agreement**") and the Civil Construction Plans for Hickory Creek Sanitary Sewer CEP25-0028, as shown on **Exhibit C**, attached hereto and incorporated herein by reference (the "**Required Facilities**"); and

WHEREAS, City, District, Developer, HRID and Hunter Developer desire to enter this Agreement to increase the capacity of improvements in anticipation of future development in

the area; and

WHEREAS, City, District, Developer, HRID and Hunter Developer desire to set forth, in writing, their understandings and agreement regarding the design, construction and installation of the Required Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein City, District, Developer, HRID and Hunter Developer do hereby AGREE as follows:

1. Term

This Agreement becomes effective upon the Effective Date and shall remain in effect until the Required Facilities are completed, have been accepted by the City, and the City, District and HRID have paid for their respective portions of the Total Costs (as defined below) for the Required Facilities in accordance with the terms hereof, unless earlier terminated in a writing that is signed by the City, District, Developer, HRID and Hunter Developer.

2. Scope of Work

District shall design, install, and construct the Required Facilities.

3. City, District, Developer, HRID and Hunter Developer Rights and Responsibilities

A. The amount of the City and HRID participation in the cost of the Required Facilities shall be limited to its Project Allocation (as defined below) of the Total Cost. "**Total Cost**" shall be the sum of the Soft Costs and the Hard Costs. "**Soft Costs**" shall mean the actual design, engineering and staking, construction management, inspection, material testing, and legal costs. **"Hard Costs"** shall mean the construction, materials, labor, bonds, bidding, contracting, insurance costs and all related fees and expenses for the Required Facilities. Total Cost will be allocated between the City, HRID and the District on a segment-by-segment basis as shown on **Exhibit D** ("**Project Allocation**")**.**

B. The Parties agree that the construction contracts for the Required Facilities shall be let by the District as owner in accordance with the District's competitive bidding rules. Prior to starting work under a construction contract for the Required Facilities, Developer shall coordinate or cause the District engineer to coordinate a pre-construction meeting with the City, the general contractor, and the engineer of record, as well as all inspections and testing, as contemplated by the development contract for Public Improvements attached hereto as **Exhibit E**.

C. The City shall be responsible for City's Project Allocation Share of the Total Cost based on the pro rata share for the applicable segment set forth in **Exhibit D** ("**City Project Allocation Share**") based on the recommended bid for the Required Facilities. Prior to award of the construction contract, the City shall take all actions to cause the City Council to allocate the funds required for the City Project Allocation Share, as set forth in Section F, below, and place such funds in an escrow account ("**City Escrow**

Account"), which funds shall be subject to the Escrow & Pay Agent Agreement attached hereto as **Exhibit G**, which provides for periodic withdrawal requests ("**Withdrawal Request(s)**") from the District as required to pay costs related to the construction of the Required Facilities (the "**Escrow Agreement**").

D. HRID shall be responsible for HRID's Project Allocation Share of the Total Cost based on the pro rata share for the applicable segment set forth in **Exhibit D** ("**HRID Project Allocation Share**") based on the recommended bid for the Required Facilities. HRID and HRID Developer shall enter into a cost sharing agreement with the District and Developer to account for the HRID Project Allocation Share ("**CRID/HRID Agreement**).

E. The Developer shall be responsible for the Developer's Project Allocation Share of the Total Cost based on the pro rata share for the applicable segment set forth in **Exhibit D** ("**Developer Project Allocation Share**"), based on the recommended bid for the Required Facilities. Developer shall also be responsible for accounting for the HRID Project Allocation Share through the CRID/HRID Agreement.

F. The City shall deposit into the City Escrow Account an initial amount equal to fifty percent (50%) of the City Project Allocation Share within thirty (30) days after the Effective Date of this Agreement (the "**Initial City Funding**"). The remaining fifty percent (50%) of the City Project Allocation Share shall be deposited into the City Escrow Account within sixty (60) days after the closing of the City's next issuance of capital improvement bonds, which is anticipated to occur in October 2026 (the "**City Bond Funding**"). The City currently anticipates funding such remaining balance through the issuance of such bonds; however, the City's obligation to fund its City Project Allocation Share under this Agreement shall not be contingent upon the City Bond Funding or the availability of bond proceeds. The District shall make requests for disbursements from the City Escrow Account on a quarterly basis in advance of the projected City Project Allocation Share for the subsequent quarter. The District shall provide the City Director of Development Services (the "**City Designee**") written notice of its intent to draw from the Escrow Account, along with an accounting of receipts and payments to date, and a calculation of how each Party's Allocation Share for such quarter has been calculated, at least thirty (30) calendar days prior to the start of each calendar quarter for the estimated amounts due for the City Project Allocation Share for the progress of the construction of the Required Facilities in such upcoming quarter. No earlier than fifteen (15) days after providing such notice to the City Designee, the District shall deliver to the Escrow Agent a Withdrawal Request and Certificate for the Escrow Agreement that complies with the requirements of the Escrow Agreement in order to draw cash from the Escrow Account. By way of example, for a quarter beginning on July 1 and ending on September 30, the District shall make a request for disbursement on June 1, and the Withdrawal Request and Certificate shall be provided to the Escrow Agent on June 15 for disbursement by July 1. The first quarterly request for disbursement shall include the Total Costs incurred through the

Effective Date and the projection of Total Costs to be incurred from the Effective Date through the end of the first full calendar quarter following the Effective Date. Within seven days of the funding of the City Escrow Account pursuant to the Initial City Funding, above, the District shall deliver to the Escrow Agent a Withdrawal Request and Certificate for the Escrow Agreement that complies with the requirements of the Escrow Agreement in order to release the first quarterly request for disbursement. If at any time the balance of the City Escrow Account is projected to be insufficient to pay the City Project Allocation Share of the Total Costs for the upcoming quarter based on the construction schedule for the Required Facilities, the District shall notify the City Designee in writing, and the City shall deposit additional funds into the City Escrow Account sufficient to cover the City Project Allocation Share for such upcoming quarter within thirty (30) days after receipt of such notice. In the event the City does not complete the City Bond Funding, or if bond proceeds are insufficient for any reason, the City shall nevertheless deposit into the City Escrow Account the remaining balance of the City Project Allocation Share within thirty (30) days after written notice from the District that such funds are required. In no event shall the City delay funding its City Project Allocation Share beyond December 31, 2026, regardless of whether such bonds have been issued.

G. The District shall provide or cause the District engineer to provide the City Designee and the HRID district engineer copies of invoices and pay applications under the applicable construction contract for the Required Facilities promptly upon receipt and the City Designee and the HRID district engineer shall have fifteen (15) calendar days from the date of receipt to object to the invoices or pay applications. If the City Designee or the HRID district engineer fails to object within the fifteen (15) calendar day timeframe, the pay application will be deemed approved by the City Designee or the HRID district engineer, as applicable. If the City or HRID has an objection, the District and Developer shall reasonably attempt to satisfy the concerns set forth in the objection and provide written notice to the City or HRID explaining the resolution(s) for satisfying such concerns, but the final decision regarding approval of invoices and pay applications shall remain with the District.

H. Within thirty (30) calendar days after completion and final acceptance of the Required Facilities in accordance with Section 4.05 of the Operating Agreement, the District shall cause its engineer and bookkeeper to prepare a final report confirming the total, actual costs of the Required Facilities (the "**Required Facilities Final Accounting**"), which accounting shall include the cost of such report. The Required Facilities Final Accounting shall state: (A) the costs actually paid by each Party for the Required Facilities, (B) the costs that should have been incurred by each Party based on its respective pro rata share for each segment set forth on **Exhibit D**, and (C) the amount of any underpayment or overpayment made by the Parties, taking into account clauses (A) and (B) above. The Required Facilities Final Accounting shall be provided to the Parties within ninety (90) calendar days after completion and final acceptance of the Required Facilities. Within

thirty (30) calendar days of the date the Required Facilities Final Accounting is received by the Parties, the Party that underpaid shall pay the other Party the amount of the underpayment.

I. All change orders under a construction contract for the Required Facilities are subject to approval by the District, the Developer, the HRID district engineer and the City Designee and shall reflect modifications to the contract on a segment-by-segment basis. Each of the HRID district engineer and the City Designee shall have fourteen (14) calendar days from the date of receipt to review and provide written objections to a change order. If the HRID district engineer or City Designee fails to object within the fourteen (14) calendar day timeframe, the change order will be deemed approved by each Party. The District shall consider all reasonable objections to change orders but the final decision regarding approval of a change order remains with the District. To the extent a change order alters the Total Cost or the Project Allocations, the Parties agree that each party's Project Allocation share shall be revised accordingly, **Exhibit D** shall be updated, and this Agreement is automatically amended to reflect the agreed to change order amounts and the City shall deposit the additional City Project Allocation Share into the City Escrow Account.

J. The construction contracts for the Required Facilities shall include performance, payment, and maintenance bonds, in the form attached hereto as **Exhibit F**, which shall be in compliance with Chapter 2253 of the Texas Government Code and in the total amount of the construction contract to ensure completion of the Required Facilities. District shall cause the contractors for the Required Facilities to provide a two (2)-year maintenance bond in favor of the City. City shall cause the contractor or its surety to repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and final acceptance of each phase of the Required Facilities by the City.

K. This Agreement is subject to and governed by the Denton Development Code and any other applicable ordinances of the City of Denton, Texas including Ordinance MPC19-0001b, as each has been or may be amended from time to time.

L. Developer shall make good faith efforts to obtain all necessary permits, licenses, and easements to construct and install the Required Facilities, and the costs for acquisition of all necessary permits and licenses are subject to the Project Allocation. The Parties agree and acknowledge that the City has provided or will provide all property rights on City property required for the construction of the Required Facilities. The easements, deeds, and plats therefor obtained by the Developer in connection with the construction and installation of the Required Facilities shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. If Developer is unable to acquire needed easements, the City agrees to consider securing the required easements with the full powers provided to it, including, if necessary, condemnation, in the method outlined and pursuant to the Operating Agreement Section 4.07. Developer shall

provide the City with any reasonably requested documentation of efforts to obtain such easements, including evidence of negotiations and reasonable offers made to the affected property owners. Any easements for the Required Facilities obtained by the Developer shall be assigned to the City, if not taken in the City's name, prior to acceptance of the Required Facilities, and the Developer warrants clear title to such easements from and against all lawful claims and demands of all persons claiming by, through, or under the Developer, subject however to all easements, covenants, conditions, reservations, restrictions and matters of record and any conditions that would be uncovered by an inspection of the easement area or an accurate survey of the same (collectively, the "**Permitted Exceptions**"), and will indemnify the City against any adverse claim made against such title, other than the Permitted Exceptions.

M. Minor amendments to this Agreement, as determined by the City Manager, may be authorized by the City Manager without the necessity of a vote of City Council.

N. Unless the delay is caused by the act or omission of the City, the City shall not be liable for any additional cost because of delays in beginning, continuing, or completing construction of the Required Facilities.

O. To confirm the actual cost of the Required Facilities, City and HRID shall have the right upon at least one week's notice and at a reasonable time during regular business hours to inspect any and all records of the District, its agents, employees, contractors, or subcontractors, and shall have the right to require the Developer to submit any necessary information, documents, invoices, receipts, or other records to verify the actual cost of the Required Facilities. If the actual costs are lower than those noted on **Exhibit D**, each Party's share of the Total Cost shall be reduced pro rata based on each Party's allocation as set forth on **Exhibit D**.

P. **THE DEVELOPER SHALL INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DAMAGES, LOSS, OR LIABILITY OF ANY KIND WHATSOEVER (INCLUDING DEATH), BY REASON OF INJURY TO PROPERTY OR PERSON OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION, NEGLECT, OR WRONGDOING OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; AND THE DEVELOPER SHALL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, THE DEVELOPER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL NOT INCLUDE ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES OF ANY KIND WHATSOEVER THAT ARE CAUSED BY THE CITY'S SOLE NEGLIGENCE. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED**

COMPARATIVELY IN ACCORDANCE WITH EACH PARTIES FAULT/NEGLIGENCE. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND DEVELOPER BASED UPON THE COMPARATIVE FAULT OF EACH.

Q. Prior to the final payment to a contractor for any portion of the Required Facilities:

i. The Required Facilities must be (i) completed by the District; (ii) reviewed and inspected by the City; and (iii) approved and accepted by the City. During the work on the Required Facilities, the City and HRID have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress; and

ii. At the time of substantial completion of the Required Facilities, Developer shall or shall cause the District engineer to provide record drawings to the City and HRID, notify the City and the HRID engineer of substantial completion, and request a final walkthrough of the work. The City Public Works Inspector shall schedule a final walkthrough within ten (10) calendar days of notification of substantial completion and receipt of record drawings. The City shall then promptly conduct a final walkthrough of the Required Facilities and provide punch list of items to be remedied by the contractor, and the District shall cause the contractor to correct any deficiencies noted by the City in its punch list to the City's satisfaction prior to final acceptance. The City shall schedule any necessary re-inspections within ten (10) calendar days of notice that the punch list items have been completed.

4. Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5. Counterparts

This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

6. Assignment

The District, HRID, Developer and Hunter Developer shall not sell, assign, or transfer its obligations or its interest or rights in the Agreement, or any claim or cause of action related thereto in whole or in part, without providing written notice of such assignment to the City. Notwithstanding the other terms of this Agreement, Developer and Hunter Developer may assign their obligations under this Agreement to a related entity or to a special district without prior consent of any of the Parties. As an express condition of consent to any assignment, District shall remain liable for completion of the Required Facilities in the event of default by the successor contractor or assignee.

7. Venue

Any and all suits for any breach of this Agreement, or any other suit pertaining to or arising out of this Agreement, shall be brought in a court of competent jurisdiction in Denton County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8. Entire Agreement

This instrument embodies the entire agreement of the Parties hereto and there are no promises, terms, conditions, or obligations other than those contained or incorporated herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the Parties hereto with respect to the subject matter of this Agreement.

9. Miscellaneous

A. Pursuant to Section 2270.002, Texas Government Code, the Developer and Hunter Developer each hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

B. The Developer and Hunter Developer each hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

C. By signing and entering into this Agreement, Developer and Hunter Developer each verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the

meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

D. By signing and entering into the Agreement, Developer and Hunter Developer each verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

E. The Parties agree that this Agreement is an agreement for good and services to the City pursuant to Texas Local Government Code 271.151.

10. Certification of Execution

The person or persons signing and executing this Agreement on behalf of Developer, or representing themselves as signing and executing this Agreement on behalf of Developer, do hereby warrant and certify that he, she or they have been duly authorized by Developer to execute this Agreement on behalf of Developer and to validly and legally bind Developer to all terms, performances and provisions herein set forth. The person or persons signing and executing this Agreement on behalf of District, or representing themselves as signing and executing this Agreement on behalf of District, do hereby warrant and certify that he, she or they have been duly authorized by the District to execute this Agreement on behalf of District and to validly and legally bind District to all terms, performances and provisions herein set forth.

The person or persons signing and executing this Agreement on behalf of Hunter Developer, or representing themselves as signing and executing this Agreement on behalf of Hunter Developer, do hereby warrant and certify that he, she or they have been duly authorized by Hunter Developer to execute this Agreement on behalf of Hunter Developer and to validly and legally bind Hunter Developer to all terms, performances and provisions herein set forth. The person or persons signing and executing this Agreement on behalf of HRID, or representing themselves as signing and executing this Agreement on behalf of HRID, do hereby warrant and certify that he, she or they have been duly authorized by HRID to execute this

Agreement on behalf of HRID and to validly and legally bind HRID to all terms, performances and provisions herein set forth.

11. Notices.

Any notice, payments, or communications to be given hereunder by a Party to any other Party shall be in writing and may be effected by delivery in person or by facsimile, or by sending said notice by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when deposited with the United States Postal Service with sufficient postage affixed.

To District:	Cole Ranch Improvement District No. 1 of Denton County, Texas Attn: President, Board of Directors c/o Allen Boone Humphries Robinson LLP 4514 Cole Ave, Suite 1450 Dallas, Texas 75205 Email: srobinson@abhr.com
To Developer:	Cole Ranch Development LP Attn: Ms. Elizabeth York, Sr. Vice President and General Counsel 5005 Riverway, Suite 500 Houston, Texas 77056 E-mail: elizabeth@johnsondev.com
To HIRD:	Hunter Ranch Improvement District No. 1 of Denton County, Texas Attn: President, Board of Directors c/o Allen Boone Humphries Robinson LLP 4514 Cole Ave, Suite 1450 Dallas, Texas 75205 Email: sbapat@abhr.com
To Hunter Developer:	Attn: Mr. Andrew Pieper HR 3200, LP 3000 Turtle Creek Blvd. Dallas, Texas 75219 Email: Andrew.pieper@hillwood.com
with a copy to:	Attn: Michele Ringnald HR 3200, LP 3000 Turtle Creek Blvd. Dallas, Texas 75219 Email: michele.ringnald@hillwood.com
To City:	City of Denton Attn: City Manager 215 E. McKinney St. Denton, Texas 76201 Email: cmo@cityofdenton.com

[Signature pages follow]

EXECUTED by the undersigned duly authorized officials and officers of the City and the Developer, on this the _____ day of _____, 2026.

CITY OF DENTON
A Texas Municipal Corporation

By: _____
CASSEY OGDEN, INTERIM CITY MANAGER

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

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

_____
Signature

_____
Title

_____
Department
Date Signed: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

DEVELOPER:

COLE RANCH DEVELOPMENT LP
A Texas limited partnership

By: Johnson Cole GP LLC,
A Texas limited liability company
Its general partner

By:_____
Name: Thomas Tucker
Title: Vice President

DISTRICT:

Cole Ranch Improvement District No. 1 of Denton County, Texas

By: _____
_____, Board of Directors

ATTEST:

By:_____
_____, Board of Directors

HRID:

Hunter Ranch Improvement District No. 1 of Denton County, Texas

By: _____
_____, Board of Directors

ATTEST:

By:_____
_____, Board of Directors

HUNTER DEVELOPER:

HR 3200, LP,
a Texas limited partnership

By: HR 3200 GP, LP,
a Texas limited partnership,
its general partner

By: BOH Investments, GP, LLC,
a Delaware limited liability company,
its general partner

By:_____
Name: Andrew Pieper
Title: Vice President

Exhibit A-1

Property Description – the District

Exhibit A-2

Property Description – Hunter Property

Exhibit B

District Facilities

Exhibit C

Required Facilities

Exhibit D

Estimated Total Costs of Required Facilities and Project Allocation

Exhibit E

Development Contract for Public Improvements

Exhibit F

Payment Bond and Performance Bond

Exhibit G

Escrow Agreement

Cole Ranch Agreements

Charlie Rosendahl
Director of Development Services
May 5, 2026

Items for Consideration

- Cost Sharing Agreement between the City, Cole Ranch, and Hunter Ranch (File ID 26-0663)
- Second Amendment to the Operating Agreement (File ID 26-0098)

Background

- Approximately 3169-acre master planned community
  - 5,900 single-family units
  - 3,200 multifamily units
  - 120 commercial acres
  - 256 industrial acres
- Municipal Management District (MMD) – Hunter Ranch
  - Resolution of support – February 12, 2019
  - City Council resolution & approval – April 7, 2020
  - First Amendment to the Operating and Project Agreement – February 18, 2025

Operating Agreement Amendment

The Operating Agreement is the primary contract between the City of Denton and the Cole Ranch Improvement District No. 1 that defines the legal and financial responsibilities for the design, construction, ownership, and long-term maintenance of all public infrastructure serving the development.

The Operating Agreement Amendment is to:

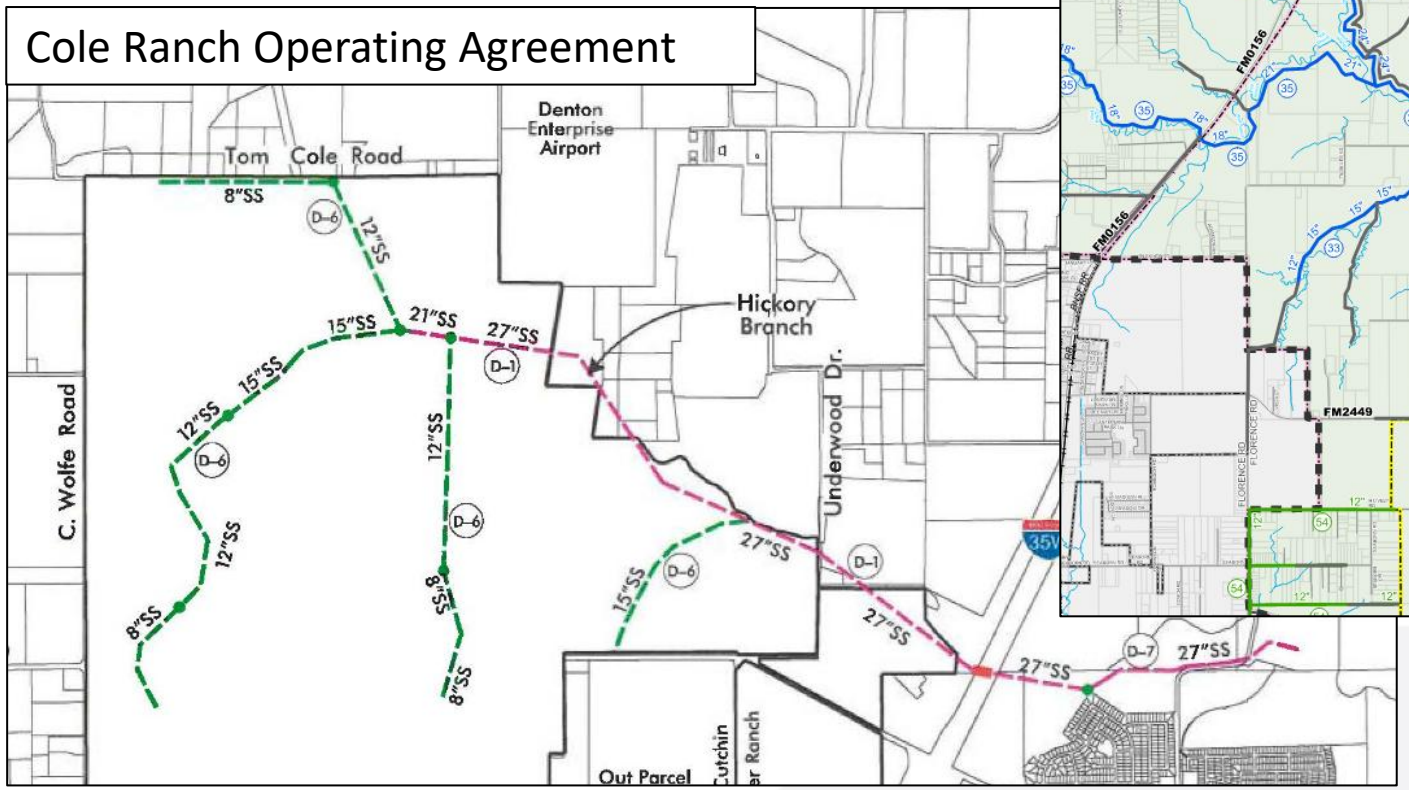
1. The amendment removes the previous requirement that original Improvement Projects must be completed before a Supplemental Project can be funded, allowing the District to utilize its taxing authority for any Authorized Project.
2. A formal process is established for cost-sharing joint wastewater facilities based on "benefits received," which is calculated as the prorated share of design capacities allocable to the City and the District. This amendment would also establish the form of the cost-sharing agreement for wastewater facilities moving forward.
3. Update the form of the joinder and reimbursement agreements to accommodate the structure of the development having multiple districts.

Cost Sharing Agreement- Background

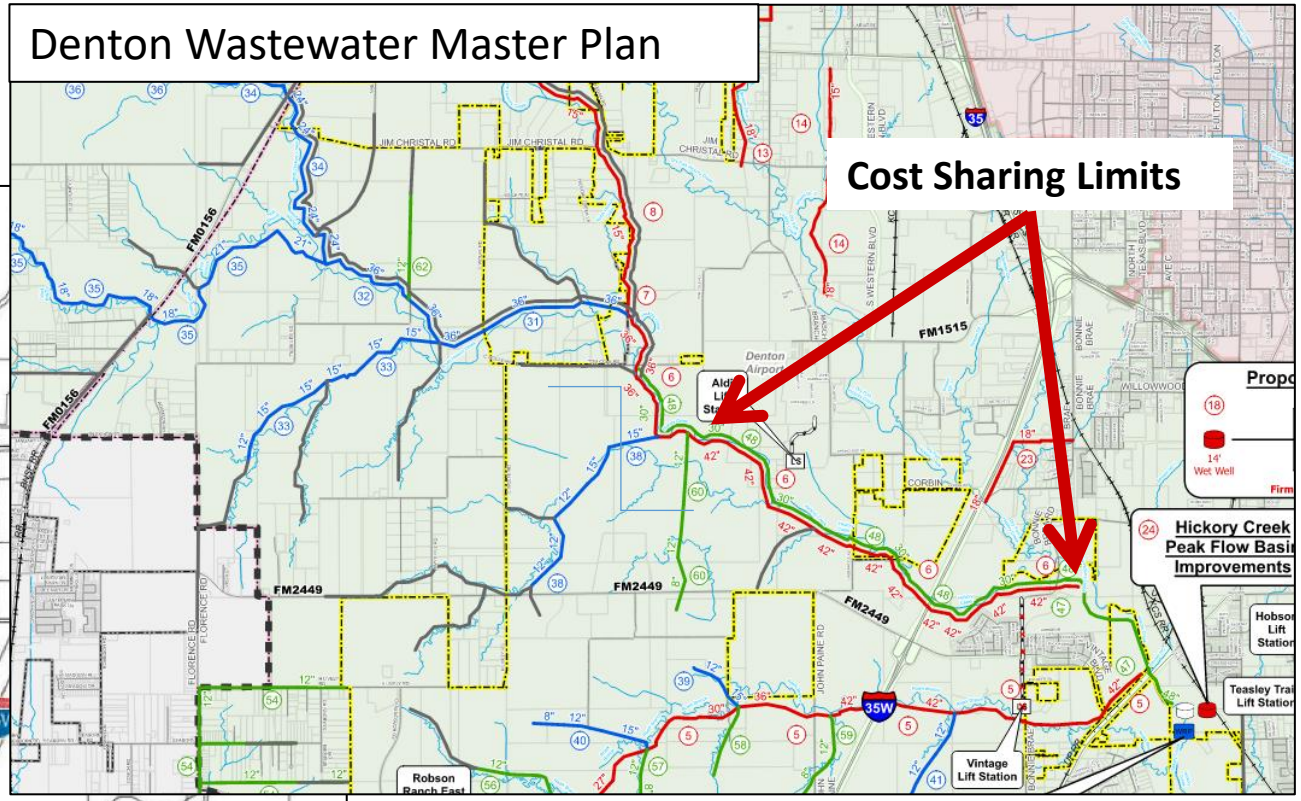
- **Project Identification:** The Hickory Branch Wastewater Trunk Main was identified as a required "Improvement Project" in the original 2020 Operating Agreement.
- **Developer Notice:** In accordance with Section 4.04, the Developer provided written notice to the City of the intent to initiate the wastewater facility.
- **Intent to Oversize:** Exercising rights under Section 4.08, the City issued a written intent to "oversize" the line to accommodate regional growth.
- **Design & Bidding:** The District completed the engineering design and public bidding processes, selecting the lowest responsive bidder.

Cost Sharing Agreement- Maps

Cole Ranch Operating Agreement



Denton Wastewater Master Plan



Cost Sharing Agreement- Proportionality

- Section 4.08 of the Operating Agreement defines language related to oversizing of facilities but does not specify the methodology of the oversizing.
- **Traditional Oversizing:** The City would pay the incremental costs between the construction costs required for the development and the total cost of an oversized facility. Typically, the City Council sets a limit not to exceed on this when approving an OPA.
  - In this approach, the City would be paying for a approx. 34% of the construction cost, but contributing a majority (58%) of the flows to the line.
- **Benefits Received:** This methodology apportions the cost of a facility based on the proportion of benefits received from the facility. In this case, based on the projected flows required.
  - In this approach, the City's percentage of contribution to the project would match the proportion of flows received.

Cost Sharing Agreement- Funding

- The agreement has the City and Cole Ranch funding an escrow agreement, which would be used to draw down quarterly as the project is built.
- Below is the breakdown of the percentage share of funding:

Party	Share %	Prorated Share Amount
City of Denton (Regional Capacity)	59.01%	$8,598,367
Cole Ranch	39.67%	$5,772,302
Hunter Ranch (Landmark)	1.32%	$192,021
TOTAL PROJECT ESTIMATE	**100%**	**$14,562,691**

- 50% of the funding would be paid with existing wastewater funds, and the remainder would be paid out of FY26-27 budget.

Cost Sharing Agreement- Considerations

- The City participating in the cost-sharing agreement allows for the wastewater facility to be sized at a level to accommodate future development further upstream.
- The City is in discussions with MUDs and other developments north and west of the sewer line, which would benefit from this capacity.
- If the capacity of this line were not increased, the City would need to construct at a cost of $17.7 million in approx. 10-15 years and maintain both lines in the future.
- The City Council approved a similar agreement for Hunter Ranch's larger interceptor project.

Recommendation

Staff recommends approval of the following items:

- Cost Sharing Agreement between the City, Cole Ranch, and Hunter Ranch.
- Second Amendment to the Operating Agreement

Questions?

Charlie Rosendahl

Director of Development Services

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

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

DATE: **May 5, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the execution of a cost sharing agreement between the City, Cole Ranch Development LP, Cole Ranch Improvement District No. 1 of Denton County, HR 3200, LP, and Hunter Ranch Improvement District No. 1 of Denton County, for the construction of a sewer line; authorizing an escrow agreement and the expenditure of funds for the City's allocated share of improvement costs; and providing an effective date.

STRATEGIC ALIGNMENT

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

BACKGROUND

Cole Ranch is a 3,169-acre master-planned development west of I-35 West and east of Robson Ranch. The development is located within the city limits and is designated as a Master Planned Community District under the Denton Development Code. The development's buildout is expected to occur over 40 years and is anticipated to include:

- 5,900 single-family units
- 3,200 multifamily units
- 120 commercial acres
- 256 industrial acres

The City and the developers and districts for both Cole and Hunter Ranches are entering into this agreement to increase the capacity of wastewater improvements for the Hickory Creek Interceptor in anticipation of future development in the area. Specifically, the City wishes to participate in the cost of the wastewater line to expand its utility system and ensure adequate service to regional customers. Consistent with recent regional infrastructure negotiations, the agreement is based on a Project Allocation methodology using flow percentages rather than traditional incremental "oversizing" costs. The methodology used to determine "benefits received" is based on the pro rata share of design capacities for each segment of the interceptor allocated to various stakeholders. This includes flow percentages from the Cole Property, the Hunter Ranch Property, and the City. Hunter Ranch is a formal party to this agreement as the Hunter Developer is currently improving the Hunter Property and requires adequate wastewater facilities.

The total project cost includes both hard construction costs and soft costs such as design, engineering, and construction management. Based on the current flow share calculations for the 48-inch sanitary sewer line, the City's project allocation share is 60% of the overall line. Additionally, Cole Ranch will be providing a 50-foot easement and the City has requested an extra 10 feet of easement width with the City

bearing the full cost of the additional easement area, estimated at approximately $239,764. The project will be funded through a City Escrow Account, with an initial deposit of 50% of the City's share due within 30 days of the effective date. The remaining 50% is anticipated to be funded following the City's next capital improvement bond issuance and must be completed no later than December 31, 2026. The District will submit quarterly withdrawal requests to the City Designee, accompanied by an accounting of payments and a calculation of the allocation share for that period. If the City Council chose not to move forward, the developer would be required to build a line sized only for the development, which would eventually necessitate the City constructing a parallel line at a significantly higher future cost and incurring maintenance costs on two separate lines.

The City derives significant strategic benefits from this line, as the City's oversizing of the line removes the need for a parallel line as contemplated by the Wastewater Master Plan and future wastewater infrastructure is planned to provide service to northern Hickory Creek Basin through this Hickory Creek Sewer Interceptor.

If the City Council chose not to move forward with the cost-sharing agreement, the developer would be required to build the line at a size required for the development which would necessitate the City constructing a parallel line at an approximate cost of $18 million in 10-15 years to meet the demand of the region and would incur maintenance costs on two separate lines in the future.

RECOMMENDATION

Staff recommends approval of the Hickory Creek Interceptor Cost Sharing Agreement.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

February 12, 2019 – Resolution of support and escrow agreement ordinance approved by City Council
April 7, 2020 – Consent resolution, Project Agreement, and Operating Agreement approved by City Council
February 18, 2025 – First Amendment to the Cole Ranch Operating and Project Agreements approved by City Council

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance

Respectfully submitted:
Charlie Rosendahl
Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE EXECUTION OF A COST SHARING AGREEMENT BETWEEN THE CITY, COLE RANCH DEVELOPMENT LP, COLE RANCH IMPROVEMENT DISTRICT NO. 1 OF DENTON COUNTY, HR 3200, LP, AND HUNTER RANCH IMPROVEMENT DISTRICT NO. 1 OF DENTON COUNTY, FOR THE CONSTRUCTION OF A SEWER LINE; AUTHORIZING AN ESCROW AGREEMENT AND THE EXPENDITURE OF FUNDS FOR THE CITY'S ALLOCATED SHARE OF IMPROVEMENT COSTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Section 59, Article XVI, Texas Constitution, Cole Ranch Improvement District No. 1 of Denton County, Texas (the "District") has been created during the 86th Regular Session of the Texas Legislature through the passage of H.B. 4693, Hunter Ranch Improvement District No. 1 of Denton County, Texas (the "HRID") has been created through the passage of H.B. 4683 and both codified under Chapter 3980 and Chapter 3981, Special District Local Laws Code (the "District Act"), to include land within the City of Denton, Texas (the "City"), as a special district for the benefit of the public and for public purposes, including the acquisition, construction, improvement, financing, operation, and maintenance of water, wastewater, drainage, road, landscaping, park and recreational facilities; and

WHEREAS, in satisfaction of the requirements of the District Act, the City adopted resolutions on April 7, 2020, consenting to the creation of the Districts and to the inclusion of the land described therein; and

WHEREAS, Cole Ranch Development LP (the "Developer") is the developer or affiliate of the developer of certain real property located in the City of Denton, Texas located within the District; and

WHEREAS, the City, SLF II COLE PROPERTY, L.P., and the District entered into the Project Agreement and the Operating Agreement dated April 7, 2020, and approved by City Ordinance 20-760 and 20-761, respectively (the "Agreements")**;** and

WHEREAS, the Agreements specify the Improvement Projects to be constructed by the District and the Developer and the City's ability to participate in the construction and funding of those Improvement Projects to serve other areas of the City; and

WHEREAS, HR 3200, LP ("Hunter Developer") is the developer or affiliate of the developer of certain real property located in the City of Denton, Texas located within the HRID (the "Hunter Property"); and

WHEREAS, Developer is in the process of developing and improving the Property and Hunter Developer is in the process of developing and improving the Hunter Property and in connection with the same, the District and HRID must design, construct and install adequate wastewater facilities to service the Property; and

WHEREAS, the City wishes to participate in the cost of designing, constructing and

installing a portion of the wastewater facilities serving the District to provide for additional capacity in the wastewater main to expand its utility system and insure adequate utility service to other customers, which consists of the Hickory Branch Wastewater Trunk Main identified in Exhibit B1-B of the Cole Ranch Operating Agreement and the Civil Construction Plans for Cole Ranch Hickory Creek Sanitary Sewer CEP25-0028 (the "Required Facilities"); and

WHEREAS, City, District, Developer, HRID and Hunter Developer desire to enter a Cost Sharing Agreement in the form attached hereto as **Exhibit "A"** to increase the capacity of improvements in anticipation of future development in the area; and

WHEREAS, City, District, Developer, HRID and Hunter Developer desire to set forth, in writing, their understandings and agreement regarding the design, construction and installation of the Required Facilities; NOW, THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager or their designee is hereby authorized to execute Cost Sharing Agreement attached hereto as **Exhibit "A"** specifying the details of funding, construction, requirements of the parties, and other related matters.

SECTION 2. The Cost Sharing Agreement is attached hereto as **Exhibit "A"** and incorporated herein for all purposes. Minor adjustments to the attached Cost Sharing Agreement are authorized, such as filling in blanks and minor clarifications or corrections, and any modifications made by the City Council in the approval of this ordinance.

SECTION 3. The City Manager, or their designee, is further authorized to carry out all duties and obligations to be performed by the City under the Cost Sharing 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 _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:

INGRID REX, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

Scott Bray
Deputy City Attorney

MACK REINWAND, CITY ATTORNEY

Exhibit "A"

Cost Sharing Agreement

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

COST SHARING AGREEMENT

This Cost Sharing Agreement (this "**Agreement**"), is made and entered into this ___ day of _____, 2026 (the "**Effective Date**"), by and amongst the City of Denton, a Texas Home-Rule Municipal Corporation (hereinafter referred to as the "**City**"), with its offices located at 215 East McKinney Street, Denton, Texas 76201; Cole Ranch Improvement District No. 1 of Denton County, Texas (hereinafter referred to as "**District**") with a mailing address of ABHR, c/o Stephen M. Robinson, 4514 Cole Avenue, Suite 1450, Dallas, Texas, 75205; Cole Ranch Development LP, a Texas limited partnership (hereinafter referred to as "**Developer**"), whose principal address is 5005 Riverway, Suite 500, Houston, Texas 77056; Hunter Ranch Improvement District No. 1 of Denton County, Texas (hereinafter referred to as "**HRID**"); with a mailing address of ABHR, c/o Sanjay Bapat, 4514 Cole Avenue, Suite 1450, Dallas, Texas, 75205; and HR 3200, LP, a Texas limited partnership (hereinafter referred to as "**Hunter Developer**"), whose principal address is 3000 Turtle Creek Boulevard, Dallas, Texas 75219. Each of the City, District, Developer, HRID and Hunter Developer shall be referred to herein as a "**Party**" and together, as the "**Parties**."

RECITALS:

WHEREAS, Developer is the developer or affiliate of the developer of certain real property located in the City of Denton, Texas and being depicted on **Exhibit A-1**, attached hereto and made a part hereof for all purposes (the "**Property**"); and

WHEREAS, the Property is also located within the District; and

WHEREAS, Hunter Developer is the developer or affiliate of the developer of certain real property located in the City of Denton, Texas and being depicted on **Exhibit A-2**, attached hereto and made a part hereof for all purposes (the "**Hunter Property**")

WHEREAS, Developer is in the process of developing and improving the Property and Hunter Developer is in the process of developing and improving the Hunter Property and in connection with the same, the District must design, construct and install adequate wastewater facilities to service the Property and the Hunter Property as generally depicted on **Exhibit B** (the "**District Facilities**"); and

WHEREAS, the City wishes to participate in the cost of designing, constructing and installing a portion of the District Facilities to provide for additional capacity in the wastewater main to expand its utility system and insure adequate utility service to other customers, which consists of the Hickory Creek Interceptor identified in Exhibit L of the Cole Ranch Operating Agreement effective April 7, 2020, as amended by that certain First Amendment to Operating Agreement, effective February 18, 2025 (the "**Operating Agreement**") and the Civil Construction Plans for Hickory Creek Sanitary Sewer CEP25-0028, as shown on **Exhibit C**, attached hereto and incorporated herein by reference (the "**Required Facilities**"); and

WHEREAS, City, District, Developer, HRID and Hunter Developer desire to enter this Agreement to increase the capacity of improvements in anticipation of future development in

the area; and

WHEREAS, City, District, Developer, HRID and Hunter Developer desire to set forth, in writing, their understandings and agreement regarding the design, construction and installation of the Required Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein City, District, Developer, HRID and Hunter Developer do hereby AGREE as follows:

1. Term

This Agreement becomes effective upon the Effective Date and shall remain in effect until the Required Facilities are completed, have been accepted by the City, and the City, District and HRID have paid for their respective portions of the Total Costs (as defined below) for the Required Facilities in accordance with the terms hereof, unless earlier terminated in a writing that is signed by the City, District, Developer, HRID and Hunter Developer.

2. Scope of Work

District shall design, install, and construct the Required Facilities.

3. City, District, Developer, HRID and Hunter Developer Rights and Responsibilities

A. The amount of the City and HRID participation in the cost of the Required Facilities shall be limited to its Project Allocation (as defined below) of the Total Cost. "**Total Cost**" shall be the sum of the Soft Costs and the Hard Costs. "**Soft Costs**" shall mean the actual design, engineering and staking, construction management, inspection, material testing, and legal costs. **"Hard Costs"** shall mean the construction, materials, labor, bonds, bidding, contracting, insurance costs and all related fees and expenses for the Required Facilities. Total Cost will be allocated between the City, HRID and the District on a segment-by-segment basis as shown on **Exhibit D** ("**Project Allocation**")**.**

B. The Parties agree that the construction contracts for the Required Facilities shall be let by the District as owner in accordance with the District's competitive bidding rules. Prior to starting work under a construction contract for the Required Facilities, Developer shall coordinate or cause the District engineer to coordinate a pre-construction meeting with the City, the general contractor, and the engineer of record, as well as all inspections and testing, as contemplated by the development contract for Public Improvements attached hereto as **Exhibit E**.

C. The City shall be responsible for City's Project Allocation Share of the Total Cost based on the pro rata share for the applicable segment set forth in **Exhibit D** ("**City Project Allocation Share**") based on the recommended bid for the Required Facilities. Prior to award of the construction contract, the City shall take all actions to cause the City Council to allocate the funds required for the City Project Allocation Share, as set forth in Section F, below, and place such funds in an escrow account ("**City Escrow**

Account"), which funds shall be subject to the Escrow & Pay Agent Agreement attached hereto as **Exhibit G**, which provides for periodic withdrawal requests ("**Withdrawal Request(s)**") from the District as required to pay costs related to the construction of the Required Facilities (the "**Escrow Agreement**").

D. HRID shall be responsible for HRID's Project Allocation Share of the Total Cost based on the pro rata share for the applicable segment set forth in **Exhibit D** ("**HRID Project Allocation Share**") based on the recommended bid for the Required Facilities. HRID and HRID Developer shall enter into a cost sharing agreement with the District and Developer to account for the HRID Project Allocation Share ("**CRID/HRID Agreement**).

E. The Developer shall be responsible for the Developer's Project Allocation Share of the Total Cost based on the pro rata share for the applicable segment set forth in **Exhibit D** ("**Developer Project Allocation Share**"), based on the recommended bid for the Required Facilities. Developer shall also be responsible for accounting for the HRID Project Allocation Share through the CRID/HRID Agreement.

F. The City shall deposit into the City Escrow Account an initial amount equal to fifty percent (50%) of the City Project Allocation Share within thirty (30) days after the Effective Date of this Agreement (the "**Initial City Funding**"). The remaining fifty percent (50%) of the City Project Allocation Share shall be deposited into the City Escrow Account within sixty (60) days after the closing of the City's next issuance of capital improvement bonds, which is anticipated to occur in October 2026 (the "**City Bond Funding**"). The City currently anticipates funding such remaining balance through the issuance of such bonds; however, the City's obligation to fund its City Project Allocation Share under this Agreement shall not be contingent upon the City Bond Funding or the availability of bond proceeds. The District shall make requests for disbursements from the City Escrow Account on a quarterly basis in advance of the projected City Project Allocation Share for the subsequent quarter. The District shall provide the City Director of Development Services (the "**City Designee**") written notice of its intent to draw from the Escrow Account, along with an accounting of receipts and payments to date, and a calculation of how each Party's Allocation Share for such quarter has been calculated, at least thirty (30) calendar days prior to the start of each calendar quarter for the estimated amounts due for the City Project Allocation Share for the progress of the construction of the Required Facilities in such upcoming quarter. No earlier than fifteen (15) days after providing such notice to the City Designee, the District shall deliver to the Escrow Agent a Withdrawal Request and Certificate for the Escrow Agreement that complies with the requirements of the Escrow Agreement in order to draw cash from the Escrow Account. By way of example, for a quarter beginning on July 1 and ending on September 30, the District shall make a request for disbursement on June 1, and the Withdrawal Request and Certificate shall be provided to the Escrow Agent on June 15 for disbursement by July 1. The first quarterly request for disbursement shall include the Total Costs incurred through the

Effective Date and the projection of Total Costs to be incurred from the Effective Date through the end of the first full calendar quarter following the Effective Date. Within seven days of the funding of the City Escrow Account pursuant to the Initial City Funding, above, the District shall deliver to the Escrow Agent a Withdrawal Request and Certificate for the Escrow Agreement that complies with the requirements of the Escrow Agreement in order to release the first quarterly request for disbursement. If at any time the balance of the City Escrow Account is projected to be insufficient to pay the City Project Allocation Share of the Total Costs for the upcoming quarter based on the construction schedule for the Required Facilities, the District shall notify the City Designee in writing, and the City shall deposit additional funds into the City Escrow Account sufficient to cover the City Project Allocation Share for such upcoming quarter within thirty (30) days after receipt of such notice. In the event the City does not complete the City Bond Funding, or if bond proceeds are insufficient for any reason, the City shall nevertheless deposit into the City Escrow Account the remaining balance of the City Project Allocation Share within thirty (30) days after written notice from the District that such funds are required. In no event shall the City delay funding its City Project Allocation Share beyond December 31, 2026, regardless of whether such bonds have been issued.

G. The District shall provide or cause the District engineer to provide the City Designee and the HRID district engineer copies of invoices and pay applications under the applicable construction contract for the Required Facilities promptly upon receipt and the City Designee and the HRID district engineer shall have fifteen (15) calendar days from the date of receipt to object to the invoices or pay applications. If the City Designee or the HRID district engineer fails to object within the fifteen (15) calendar day timeframe, the pay application will be deemed approved by the City Designee or the HRID district engineer, as applicable. If the City or HRID has an objection, the District and Developer shall reasonably attempt to satisfy the concerns set forth in the objection and provide written notice to the City or HRID explaining the resolution(s) for satisfying such concerns, but the final decision regarding approval of invoices and pay applications shall remain with the District.

H. Within thirty (30) calendar days after completion and final acceptance of the Required Facilities in accordance with Section 4.05 of the Operating Agreement, the District shall cause its engineer and bookkeeper to prepare a final report confirming the total, actual costs of the Required Facilities (the "**Required Facilities Final Accounting**"), which accounting shall include the cost of such report. The Required Facilities Final Accounting shall state: (A) the costs actually paid by each Party for the Required Facilities, (B) the costs that should have been incurred by each Party based on its respective pro rata share for each segment set forth on **Exhibit D**, and (C) the amount of any underpayment or overpayment made by the Parties, taking into account clauses (A) and (B) above. The Required Facilities Final Accounting shall be provided to the Parties within ninety (90) calendar days after completion and final acceptance of the Required Facilities. Within

thirty (30) calendar days of the date the Required Facilities Final Accounting is received by the Parties, the Party that underpaid shall pay the other Party the amount of the underpayment.

I. All change orders under a construction contract for the Required Facilities are subject to approval by the District, the Developer, the HRID district engineer and the City Designee and shall reflect modifications to the contract on a segment-by-segment basis. Each of the HRID district engineer and the City Designee shall have fourteen (14) calendar days from the date of receipt to review and provide written objections to a change order. If the HRID district engineer or City Designee fails to object within the fourteen (14) calendar day timeframe, the change order will be deemed approved by each Party. The District shall consider all reasonable objections to change orders but the final decision regarding approval of a change order remains with the District. To the extent a change order alters the Total Cost or the Project Allocations, the Parties agree that each party's Project Allocation share shall be revised accordingly, **Exhibit D** shall be updated, and this Agreement is automatically amended to reflect the agreed to change order amounts and the City shall deposit the additional City Project Allocation Share into the City Escrow Account.

J. The construction contracts for the Required Facilities shall include performance, payment, and maintenance bonds, in the form attached hereto as **Exhibit F**, which shall be in compliance with Chapter 2253 of the Texas Government Code and in the total amount of the construction contract to ensure completion of the Required Facilities. District shall cause the contractors for the Required Facilities to provide a two (2)-year maintenance bond in favor of the City. City shall cause the contractor or its surety to repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and final acceptance of each phase of the Required Facilities by the City.

K. This Agreement is subject to and governed by the Denton Development Code and any other applicable ordinances of the City of Denton, Texas including Ordinance MPC19-0001b, as each has been or may be amended from time to time.

L. Developer shall make good faith efforts to obtain all necessary permits, licenses, and easements to construct and install the Required Facilities, and the costs for acquisition of all necessary permits and licenses are subject to the Project Allocation. The Parties agree and acknowledge that the City has provided or will provide all property rights on City property required for the construction of the Required Facilities. The easements, deeds, and plats therefor obtained by the Developer in connection with the construction and installation of the Required Facilities shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. If Developer is unable to acquire needed easements, the City agrees to consider securing the required easements with the full powers provided to it, including, if necessary, condemnation, in the method outlined and pursuant to the Operating Agreement Section 4.07. Developer shall

provide the City with any reasonably requested documentation of efforts to obtain such easements, including evidence of negotiations and reasonable offers made to the affected property owners. Any easements for the Required Facilities obtained by the Developer shall be assigned to the City, if not taken in the City's name, prior to acceptance of the Required Facilities, and the Developer warrants clear title to such easements from and against all lawful claims and demands of all persons claiming by, through, or under the Developer, subject however to all easements, covenants, conditions, reservations, restrictions and matters of record and any conditions that would be uncovered by an inspection of the easement area or an accurate survey of the same (collectively, the "**Permitted Exceptions**"), and will indemnify the City against any adverse claim made against such title, other than the Permitted Exceptions.

M. Minor amendments to this Agreement, as determined by the City Manager, may be authorized by the City Manager without the necessity of a vote of City Council.

N. Unless the delay is caused by the act or omission of the City, the City shall not be liable for any additional cost because of delays in beginning, continuing, or completing construction of the Required Facilities.

O. To confirm the actual cost of the Required Facilities, City and HRID shall have the right upon at least one week's notice and at a reasonable time during regular business hours to inspect any and all records of the District, its agents, employees, contractors, or subcontractors, and shall have the right to require the Developer to submit any necessary information, documents, invoices, receipts, or other records to verify the actual cost of the Required Facilities. If the actual costs are lower than those noted on **Exhibit D**, each Party's share of the Total Cost shall be reduced pro rata based on each Party's allocation as set forth on **Exhibit D**.

P. **THE DEVELOPER SHALL INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DAMAGES, LOSS, OR LIABILITY OF ANY KIND WHATSOEVER (INCLUDING DEATH), BY REASON OF INJURY TO PROPERTY OR PERSON OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION, NEGLECT, OR WRONGDOING OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; AND THE DEVELOPER SHALL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, THE DEVELOPER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL NOT INCLUDE ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES OF ANY KIND WHATSOEVER THAT ARE CAUSED BY THE CITY'S SOLE NEGLIGENCE. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED**

COMPARATIVELY IN ACCORDANCE WITH EACH PARTIES FAULT/NEGLIGENCE. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH DEVELOPER AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND DEVELOPER BASED UPON THE COMPARATIVE FAULT OF EACH.

Q. Prior to the final payment to a contractor for any portion of the Required Facilities:

i. The Required Facilities must be (i) completed by the District; (ii) reviewed and inspected by the City; and (iii) approved and accepted by the City. During the work on the Required Facilities, the City and HRID have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress; and

ii. At the time of substantial completion of the Required Facilities, Developer shall or shall cause the District engineer to provide record drawings to the City and HRID, notify the City and the HRID engineer of substantial completion, and request a final walkthrough of the work. The City Public Works Inspector shall schedule a final walkthrough within ten (10) calendar days of notification of substantial completion and receipt of record drawings. The City shall then promptly conduct a final walkthrough of the Required Facilities and provide punch list of items to be remedied by the contractor, and the District shall cause the contractor to correct any deficiencies noted by the City in its punch list to the City's satisfaction prior to final acceptance. The City shall schedule any necessary re-inspections within ten (10) calendar days of notice that the punch list items have been completed.

4. Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5. Counterparts

This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

6. Assignment

The District, HRID, Developer and Hunter Developer shall not sell, assign, or transfer its obligations or its interest or rights in the Agreement, or any claim or cause of action related thereto in whole or in part, without providing written notice of such assignment to the City. Notwithstanding the other terms of this Agreement, Developer and Hunter Developer may assign their obligations under this Agreement to a related entity or to a special district without prior consent of any of the Parties. As an express condition of consent to any assignment, District shall remain liable for completion of the Required Facilities in the event of default by the successor contractor or assignee.

7. Venue

Any and all suits for any breach of this Agreement, or any other suit pertaining to or arising out of this Agreement, shall be brought in a court of competent jurisdiction in Denton County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8. Entire Agreement

This instrument embodies the entire agreement of the Parties hereto and there are no promises, terms, conditions, or obligations other than those contained or incorporated herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the Parties hereto with respect to the subject matter of this Agreement.

9. Miscellaneous

A. Pursuant to Section 2270.002, Texas Government Code, the Developer and Hunter Developer each hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

B. The Developer and Hunter Developer each hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

C. By signing and entering into this Agreement, Developer and Hunter Developer each verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the

meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

D. By signing and entering into the Agreement, Developer and Hunter Developer each verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

E. The Parties agree that this Agreement is an agreement for good and services to the City pursuant to Texas Local Government Code 271.151.

10. Certification of Execution

The person or persons signing and executing this Agreement on behalf of Developer, or representing themselves as signing and executing this Agreement on behalf of Developer, do hereby warrant and certify that he, she or they have been duly authorized by Developer to execute this Agreement on behalf of Developer and to validly and legally bind Developer to all terms, performances and provisions herein set forth. The person or persons signing and executing this Agreement on behalf of District, or representing themselves as signing and executing this Agreement on behalf of District, do hereby warrant and certify that he, she or they have been duly authorized by the District to execute this Agreement on behalf of District and to validly and legally bind District to all terms, performances and provisions herein set forth.

The person or persons signing and executing this Agreement on behalf of Hunter Developer, or representing themselves as signing and executing this Agreement on behalf of Hunter Developer, do hereby warrant and certify that he, she or they have been duly authorized by Hunter Developer to execute this Agreement on behalf of Hunter Developer and to validly and legally bind Hunter Developer to all terms, performances and provisions herein set forth. The person or persons signing and executing this Agreement on behalf of HRID, or representing themselves as signing and executing this Agreement on behalf of HRID, do hereby warrant and certify that he, she or they have been duly authorized by HRID to execute this

Agreement on behalf of HRID and to validly and legally bind HRID to all terms, performances and provisions herein set forth.

11. Notices.

Any notice, payments, or communications to be given hereunder by a Party to any other Party shall be in writing and may be effected by delivery in person or by facsimile, or by sending said notice by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when deposited with the United States Postal Service with sufficient postage affixed.

To District:	Cole Ranch Improvement District No. 1 of Denton County, Texas Attn: President, Board of Directors c/o Allen Boone Humphries Robinson LLP 4514 Cole Ave, Suite 1450 Dallas, Texas 75205 Email: srobinson@abhr.com
To Developer:	Cole Ranch Development LP Attn: Ms. Elizabeth York, Sr. Vice President and General Counsel 5005 Riverway, Suite 500 Houston, Texas 77056 E-mail: elizabeth@johnsondev.com
To HIRD:	Hunter Ranch Improvement District No. 1 of Denton County, Texas Attn: President, Board of Directors c/o Allen Boone Humphries Robinson LLP 4514 Cole Ave, Suite 1450 Dallas, Texas 75205 Email: sbapat@abhr.com
To Hunter Developer:	Attn: Mr. Andrew Pieper HR 3200, LP 3000 Turtle Creek Blvd. Dallas, Texas 75219 Email: Andrew.pieper@hillwood.com
with a copy to:	Attn: Michele Ringnald HR 3200, LP 3000 Turtle Creek Blvd. Dallas, Texas 75219 Email: michele.ringnald@hillwood.com
To City:	City of Denton Attn: City Manager 215 E. McKinney St. Denton, Texas 76201 Email: cmo@cityofdenton.com

[Signature pages follow]

EXECUTED by the undersigned duly authorized officials and officers of the City and the Developer, on this the _____ day of _____, 2026.

CITY OF DENTON
A Texas Municipal Corporation

By: _____
CASSEY OGDEN, INTERIM CITY MANAGER

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

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

Signature
Director
Title
Development Services
Department
Date Signed: 4/27/26

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Scott Bray
Scott Bray
Deputy City Attorney

DEVELOPER:

COLE RANCH DEVELOPMENT LP
A Texas limited partnership

By: Johnson Cole GP LLC,
A Texas limited liability company
Its general partner

By:_____
Name: Thomas Tucker
Title: Vice President

DISTRICT:

Cole Ranch Improvement District No. 1 of Denton County, Texas

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

EXECUTED on this the 20th day of January, 2026, but to be effective as of April 21, 2026.

COLE RANCH IMPROVEMENT DISTRICT
NO. 1 OF DENTON COUNTY, TEXAS

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me the undersigned notary public appeared Byron Campbell and Mark Harloo, President and Secretary of Cole Ranch Improvement District No. 1 of Denton County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision on the 20th day of January, 2026.

_____
Notary Public in and for the State of Texas

(SEAL)

ALLISON ADAMS
Notary ID #124465257
My Commission Expires
February 28, 2027

HRID:

Hunter Ranch Improvement District No. 1 of Denton County, Texas

By: _____
President, Board of Directors

ATTEST:

By: _____
Director, Board of Directors

HUNTER DEVELOPER:

HR 3200, LP,
a Texas limited partnership

By: HR 3200 GP, LP,
a Texas limited partnership,
its general partner

By: BOH Investments, GP, LLC,
a Delaware limited liability company,
its general partner

By:_____
Name: Andrew Pieper
Title: Vice President

Exhibit A-1

Property Description – the District

EXHIBIT A - METES AND BOUNDS DESCRIPTION OF DISTRICT AREA

EXHIBIT "A"

PROPERTY DESCRIPTION

TRACT 1 (North Tract):

SITUATED in Denton County, Texas in the J. W. Kjellberg Survey, Abstract No. 1610, the James McDonald Survey, Abstract No. 873, the I.W. Byerly Survey, Abstract No. 1458, the J. Dalton Survey, Abstract No. 353, the J. A. Burn Survey, Abstract No. 132, the T. & P. R. R., Abstract No. 1292, the A. C. Madden Survey, Abstract No. 851, the I. N. Hembree Survey, Abstract No. 594, the J. Bacon Survey, Abstract No. 1540, the Wm. Neill Survey, Abstract No. 970, the B. B. B. & C.R.R. Co. Survey, Abstract No. 176, the T. E. Carruth Survey, Abstract 1707, being a Survey of part of the 562.8 acre "First tract", a Survey of the 798.2 acre "Second Tract", a Survey of part of the 640 acre "Third Tract" described in a deed from T. E. Carruth, et al to M. T. Cole, dated December 22, 1931, recorded in Volume 238, Page 410, a Survey of part of the 415 acre tract described in a deed from Rudy Copeland and wife, Mary A. Copeland to M. T. Cole, dated September 26, 1933, recorded in Volume 243, Page 572, both deeds of the Denton County Deed Records, being described by metes and bounds as follows:

BEGINNING at an 1/2-inch iron pin found at the Northwest corner of said 798.2 acre tract in the center of Tom Cole Road (East-West asphalt road) and C. Wolfe Road (rock road) from the South;

THENCE South 88 degrees 55 minutes 44 seconds East, generally with the center of said Tom Cole Road, 4685.36 feet to an "x" cut in a concrete bridge;

THENCE North 89 degrees 43 minutes 13 seconds East, generally with the center of said Tom Cole Road, 2521.29 feet to a 3/4-inch iron pin set in place of a nail found at the Northeast corner of said 798.2 acre tract;

THENCE South 00 degrees 23 minutes 40 seconds West, with the East line of said 798.2 acre tract and generally near an old fence, 1865.00 feet to an 1/2-inch iron pin set by a corner post at the East-Southeast corner of said 798.2 acre tract; same being in the North line of said 640 acre tract;

THENCE South 88 degrees 52 minutes 00 seconds East, with the North line of said 640 acre tract and generally near an old fence, 1616.90 feet to an 1/2-inch iron pin set near a corner post at the Northwest corner of the 24.73 acre "Tract One" recorded in Volume 871, Page 137;

THENCE South 01 degree 07 minutes 58 seconds West, with the West line of said 24.73 acre tract and generally near a fence, 950.05 feet to an 1/2-inch iron pin found at the West-Southwest corner of said 24.73 acre tract;

THENCE South 88 degrees 58 minutes 35 seconds East, with a South line of said 24.73 acre tract, 144.97 feet to an 1/2-inch iron pin found at an inside corner of said 24.73 acre tract;

THENCE South 01 degree 05 minutes 17 seconds West, with a West line of said 24.73 acre tract and with the West line of the 13.89 acre "Tract Two" in said Volume 871, Page 137, 699.86 feet to an 1/2-inch iron pin found at the Southwest corner of said 13.89 acre tract; same being the Northwest corner of the 31.107 acre tract recorded in Clerk's File No. 94-71013;

THENCE South 09 degrees 20 minutes 01 second West, with the West line of said 31.107 acre tract, 1010.79 feet to an 1/2-inch iron pin found at the Southwest corner of said 31.107 acre tract;

THENCE South 88 degrees 53 minutes 58 seconds East, with the South line of said 31.107 acre tract, 1499.78 feet to an 1/2-inch iron pin found at the Southeast corner of said 31.107 acre tract;

THENCE North 07 degrees 10 minutes 06 seconds West, with the East line of said 31.107 acre tract, 1009.80 feet to an 1/2-inch iron pin found at the Northeast corner of said 31.107 acre tract; same being the Southeast corner of said 13.89 acre tract;

THENCE North 01 degree 06 minutes 57 seconds East, with the East line of said 13.89 acre tract and an East line of said 24.73 acre tract 699.98 feet to an 1/2-inch iron pin found at an inside corner of said 24.73 acre tract;

THENCE South 88 degrees 52 minutes 57 seconds East, with a South line of said 24.73 acre tract, 144.76 feet to an 1/2-inch iron pin found at the East-Southeast corner of said 24.73 acre tract;

THENCE North 01 degree 04 minutes 51 seconds East, with the East line of said 24.73 acre tract, 629.19 feet to an 1/2-inch iron pin found at the Northeast corner of said 24.73 acre tract;

THENCE North 89 degrees 25 minutes 26 seconds East, with the South line of the Southeast Airport Addition recorded in Volume G, Page 295 of the Denton County Plat Records, 1534.00 feet to an 1/2-inch iron pin found at the Southeast corner of said Airport Addition, in the center of Westcourt Road (North-South asphalt road);

THENCE South 00 degrees 38 minutes 25 seconds West, with an East line of said 415 acre tract and generally with the center of said Westcourt Road, 1150.78 feet to a 5/8-inch iron pin found at an inside corner of said 415 acre tract;

THENCE North 89 degrees 48 minutes 14 seconds East, generally along Spring Side Road, 870.00 feet to an 1/2-inch iron pin found at the Northwest corner of the 10 acre tract recorded in Volume 971, Page 251;

THENCE southerly along the East side of Underwood Road (North-South asphalt road) as follows:

South 00 degrees 11 minutes 34 seconds East, 646.53 feet to a 5-inch pipe corner post;

South 00 degrees 48 minutes 00 seconds East, generally near a fence for part of the way, 645.16 feet to a 5-inch pipe corner post;

South 00 degrees 41 minutes 32 seconds East, 547.42 feet to a 5/8-inch iron pin found at the North-Northwest corner of the 76.768 acre tract recorded in Volume 1166, Page 235;

South 00 degrees 00 minutes 11 seconds West, with a West line of said 76.768 acre tract and generally near a wood fence for part of the way, 344.00 feet to an 1/2-inch iron pin set at an inside corner of said 76.768 acre tract;

THENCE South 89 degrees 58 minutes 11 seconds West, with a North line of said 76.768 acre tract and crossing said Underwood Road, 125.00 feet to an 1/2-inch iron pin set at the West-Northwest corner of said 76.768 acre tract;

THENCE South 00 degrees 15 minutes 42 seconds East, with the West line of said 76.768 acre tract and on the West side of said Underwood Road, passing the Southwest corner of said 76.768 acre tract and continuing in all, 1561.35 feet to an 1/2-inch iron pin found near said Underwood Road; same being the North-Northwest corner of the 96.85 acre tract recorded in Clerk's File No. 98-117450;

THENCE South 01 degree 54 minutes 54 seconds West, with a West line of said 96.85 acre tract and generally with said Underwood Road, 1205.51 feet to an one inch iron pin found at the an inside corner of said 96.85 acre tract; same being the Southeast corner of said 415 acre tract; same being where said road turns West;

THENCE North 89 degrees 27 minutes 33 seconds West, with the South line of said 415 acre tract and generally with the center of said Underwood Road, 1362.76 feet to an 1/2-inch iron pin set at the East-Southeast corner of the 18.726 acre "Tract II" recorded in Volume 489, Page 551 of the right-of-way of Farm Road No. 2449;

THENCE North 00 degrees 28 minutes 37 seconds East, with the East line of said 18.726 acre tract and the right-of-way line of said Farm Road No. 2449, 45.00 feet to an 1/2-inch iron pin set at the Northeast corner of said 18.726 acre tract;

THENCE with the North line of said 18.726 acre tract, the North right-of-way line of said Farm Road No. 2449 and generally near a fence as follows:

North 89 degrees 31 minutes 23 seconds West, 2944.75 feet to an 1/2-inch iron pin set;

South 89 degrees 46 minutes 37 seconds West, 7200.01 feet to an 1/2-inch iron pin set;

North 84 degrees 30 minutes 45 seconds West, 100.50 feet to an 1/2-inch iron pin set;

South 89 degrees 46 minutes 37 seconds West, 200.00 feet to an 1/2-inch iron pin set;

South 84 degrees 03 minutes 59 seconds West, 100.50 feet to an 1/2-inch iron pin set;

South 89 degrees 46 minutes 37 seconds West, 678.22 feet to an 1/2-inch iron pin set;

North 44 degrees 49 minutes 38 seconds West, 39.98 feet to an 1/2-inch iron pin set at the Northwest corner of said 18.726 acre tract; same being in the East line of said C. Wolfe Road;

THENCE North 00 degrees 30 minutes 56 seconds East, with the East line of said C. Wolfe Road and generally near a fence, 1353.53 feet to an 1/2-inch iron pin set;

THENCE North 89 degrees 32 minutes 13 seconds West, 17.14 feet to an 1/2-inch iron pin set in the center of said C. Wolfe Road, in the West line of said 798.2 acre tract;

THENCE North 00 degrees 32 minutes 15 seconds East, with the West line of said 798.2 acre tract and generally with the center of said C. Wolfe Road, 6972.35 feet to the PLACE OF BEGINNING and containing 2049.00 acres.

TRACT 2 (South Tract):

SITUATED in Denton County, Texas in the S. Paine Survey, Abstract No. 1035, the M. Paine Survey, Abstract No. 1036, the George West Survey, Abstract No. 1393, the B. B. B. & C.R.R. Co. Survey, Abstract No. 176, the E.N. Oliver Survey, Abstract No. 989, the J. T. Evans Survey, Abstract No. 411, the C. Manchaca Survey, Abstract No. 789, the G. W. Pettingale Survey, Abstract No. 1041, the J. W. Kjellberg Survey, Abstract No. 1610, being a Survey of part of 1.086 acre tract described in a deed from Maurine P. Myers, et al to M. T. Cole Trust NO. 1, recorded in Volume 1018, Page 453, being a Survey of part of the 562.8 acre "First tract" described in a deed from T. E. Carruth, et al to M. T. Cole, dated December 22, 1931, recorded in Volume 238, Page 410, a Survey of the 640 acre tract described in a Deed from T. E. Carruth, et al to M. T. Cole, dated January 4, 1935, recorded in Volume 250, Page 121, a Survey of the 429-3/4 acre tract described in a deed from T. E. Carruth, et al to M. T. Cole, dated March 28, 1936, recorded in Volume 256, Page 285, all Deeds of the Denton County Deed Records, being described by metes and bounds as follows:

BEGINNING at an 1/2-inch iron pin set in a broke off Bois d'arc corner post at the Southwest corner of said 640 acre tract; same being in the East line of the 320.350 acre tract recorded in Clerk's File No. 99-67258;

THENCE North 00 degrees 35 minutes 15 seconds East, with the East line of said 320.350 acre tract and generally near a fence, 3057.12 feet to a 5/8-inch iron pin found at the Northeast corner of said 320.350 acre tract;

THENCE North 89 degrees 23 minutes 04 seconds West, with the North line of said 320.350 acre tract, 153.52 feet to an 1/2-inch iron pin set in the West line of said 1.086 acre tract; same being on the East side of H. Lively Road (rock road);

THENCE northerly with the East side of said H. Lively Road, with the West line of said 1.086 acre tract and generally near a fence as follows:

North 49 degrees 11 minutes 19 seconds East, 31.80 feet to an 1/2-inch iron pin set;

North 06 degrees 29 minutes 42 seconds East, 103.71 feet to an 1/2-inch iron pin set;

North 07 degrees 48 minutes 12 seconds East, 90.24 feet to an 1/2-inch iron pin set;

North 19 degrees 36 minutes 29 seconds East, 83.19 feet to an 1/2-inch iron pin set;

North 17 degrees 17 minutes 59 seconds East, 221.61 feet to an 1/2-inch iron pin set at the Northwest corner of said 1.086 acre tract;

THENCE South 89 degrees 52 minutes 01 second East, with the North line of said 1.086 acre tract, 17.07 feet to an 1/2-inch iron pin found at the Northeast corner of said 1.086 acre tract; same being in the East line of the 160.939 acre tract recorded in Volume 1300, Page 933;

THENCE northerly with the East line of said 160.939 acre tract, the East side of said H. Lively Road and generally near a fence as follows:

North 00 degrees 48 minutes 45 seconds East, 72.34 feet to an 1/2-inch iron pin found;

North 00 degrees 23 minutes 31 seconds East, 2695.55 feet to an 1/2-inch iron pin set in the South right-of-way line of Farm Road No. 2449;

THENCE easterly with the South right-of-way line of said Farm Road No. 2449 and generally near a fence as follows:

North 45 degrees 10 minutes 52 seconds East, 41.58 feet to an 1/2-inch iron pin set;

North 89 degrees 46 minutes 37 seconds East, 679.48 feet to an 1/2-inch iron pin set;

South 84 degrees 30 minutes 45 seconds East, 100.50 feet to an 1/2-inch iron pin set;

North 89 degrees 46 minutes 37 seconds East, 200.00 feet to an 60d nail set in top of a wood right-of-way marker;

North 84 degrees 03 minutes 59 seconds East, 100.50 feet to an 1/2-inch iron pin set;

North 89 degrees 46 minutes 37 seconds East, 1462.48 feet to an 1/2-inch iron pin found at the Northwest corner of the 18.28 acre tract recorded in Volume 5, Page 709 of the Lis Pendens records of Denton County, Texas

THENCE South 00 degrees 16 minutes 13 seconds East, with an West line of said 18.28 acre tract and generally near a fence 711.07 feet to an 1/2-inch iron pin found by a corner post at the Southwest corner of said 18.28 acre tract;

THENCE North 89 degrees 45 minutes 23 seconds East, with the South line of said 18.28 acre tract and generally near a fence, 1119.68 feet to an 1/2-inch iron pin found by a corner post at the Southeast corner of said 18.28 acre tract;

THENCE North 00 degrees 12 minutes 56 seconds West, with the East line of said 18.28 acre tract and generally near a fence, 710.67 feet to an 1/2-inch iron pin set at the Northeast corner of said 18.28 acre tract, in the South right-of-way line of said Farm Road No. 2449;

THENCE North 89 degrees 46 minutes 37 seconds East, with the North right-of-way line of said Farm Road No. 2449 and generally near a fence, 4616.62 feet to an 1/2-inch iron pin set in an East line of said 562.8 acre tract;

THENCE South 00 degrees 09 minutes 33 seconds West, with an East line of said 562.8 acre tract and generally with the center of a rock road 1652.60 feet to an 1/2-inch iron pin set at the South-Southeast corner of said 562.8 acre tract, where said road turns to the West;

THENCE North 89 degrees 28 minutes 35 seconds West, with the South line of said 562.8 acre tract and generally with the center of said rock road, 254.68 feet to an 1/2-inch iron pin set in place of a 60d nail found at the North-Northeast corner of said 429-3/4 acre tract;

THENCE South 00 degrees 24 minutes 30 seconds West, with an East line of said 429-3/4 acre tract and generally near an old fence, 2169.07 feet to a Bois d'arc corner post found at the inside corner of said 429-3/4 acre tract;

THENCE South 89 degrees 56 minutes 06 seconds East, with a North line of said 429-3/4 acre tract and generally near the evidence of an old fence, passing an 1/2-inch iron pin set by a corner post at 3125.59 feet and continuing in all, 3151.06 feet to a point on the West edge of John Paine Road (North-South rock road); same being in a West line of the 2329.49 acre tract recorded in Clerk's File No. 98-117450;

THENCE South 00 degrees 33 minutes 24 seconds West, with a West line of said 2329.49 acre tract and with the West edge of said John Paine Road, 2545.07 feet to an 1/2-inch iron pin found at the Southeast corner of said 429-3/4 acre tract and an inside corner of said 2329.49 acre tract;

THENCE North 89 degrees 47 minutes 59 seconds West, with the South line of said 429-3/4 acre tract, a North line of said 2329.49 acre tract and generally near an old fence, 5406.60 feet to a Bois d'arc corner post found at the Southwest corner of said 429-3/4 acre tract and a Northwest corner of said 2329.49 acre tract;

THENCE South 01 degree 59 minutes 48 seconds West, with a West line of said 2329.49 acre tract and generally near a fence, 92.25 feet to a Bois d'arc corner post found at an inside corner of

said 2329.49 acre tract and the Southeast corner of said 640 acre tract; an one inch iron pipe found bears South 87 degrees 45 minutes 56 seconds East, 3.46 feet;

THENCE North 89 degrees 30 minutes 24 seconds West, with the South line of said 640 acre tract, a North line of said 2329.49 acre tract and generally near an old fence for most of the way, 5806.65 feet to the PLACE OF BEGINNING and containing 1357.12 acres.

SAVE AND EXCEPT THE FOLLOWING TRACTS OF LAND:

Except Tract 1 (Episcopal Diocese Site):

22.18748 acres of land situated in Denton County, Texas, in the George West Survey, Abstract No. 1393 and the G.W. Pettingale Survey, Abstract No. 1041, being more particularly described in that certain Special Warranty Deed from SLF II Cole Property, L.P. to Corporation of the Episcopal Diocese of Dallas dated to be effective as of February 29, 2008 and recorded on March 4, 2008 as Instrument No. 2008-22241 in the Real Property Records of Denton County, Texas.

Except Tract 2 (Aldi Site):

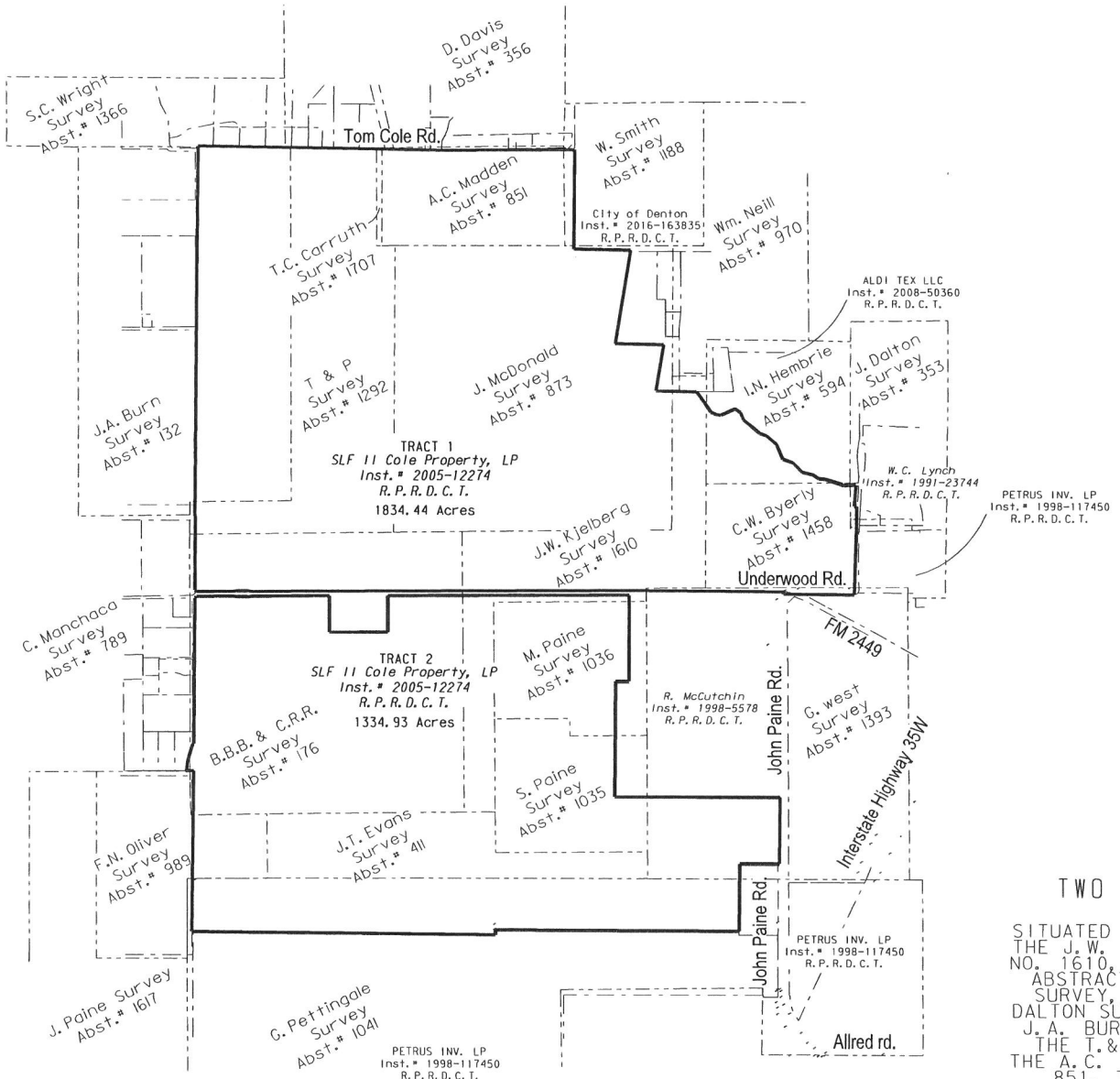
184.812 acres of land situated in Denton County, Texas, in the William Neill Survey, Abstract No. 970, the John Bacon Survey, Abstract No. 1540, the Isaac N. Hambree Survey, Abstract No. 594, the Jeremiah Dalton Survey, Abstract No. 353 and the J.W. Kjellberg Survey, Abstract No. 1610, being more particularly described in that certain Special Warranty Deed from SLF II Cole Property, L.P. to Aldi (Texas) L.L.C. dated to be effective as of May 8, 2008 and recorded on May 8, 2008 as Instrument No. 2008-50360 in the Real Property Records of Denton County, Texas.

Except Tract 3 (Denton County ROW Site):

0.247 acre of land situated in Denton County, Texas, in the Jeremiah Dalton Survey, Abstract No. 353, being more particularly described in that certain Donation Deed from SLF II Cole Property, L.P. to Denton County, Texas dated to be effective as of September 1, 2010 and recorded on October 26, 2010 as Instrument No. 2010-107113 in the Real Property Records of Denton County, Texas, and recorded again on July 25, 2011 as Instrument No. 2011-68617 in the Real Property Records of Denton County, Texas.

Except Tract 4 (City of Denton Airport Site):

29.444 acres of land, situated in the J. McDonald Survey, A-873, Denton County, Texas, and being more particularly described in that certain Special Warranty Deed from SLF II Cole Property, L.P. to the City of Denton, Texas dated to be effective as of December 27, 2016 and recorded on December 29, 2016 as Instrument No. 163835 in the Real Property Records of Denton County, Texas.



An Exhibit of

TWO TRACTS OF LAND

SITUATED IN DENTON COUNTY, TEXAS IN THE J.W. KJELLBERG SURVEY, ABSTRACT NO. 1610, THE JAMES MCDONALD SURVEY, ABSTRACT NO. 873, AND I.W. BYERLY SURVEY, ABSTRACT NO. 1458, THE J. DALTON SURVEY, ABSTRACT NO. 353, THE J.A. BURN SURVEY, ABSTRACT NO. 132, THE T.&P.R.R., ABSTRACT NO. 1292, THE A.C. MADDEN SURVEY, ABSTRACT NO. 851, THE I.N. HEMBREE SURVEY, ABSTRACT NO. 594, THE J. BACON SURVEY, ABSTRACT NO. 1540, THE WM. NEILL SURVEY, ABSTRACT NO. 970, THE B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 176, THE T.E. CARRUTH SURVEY, ABSTRACT NO. 1707

PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

JOB # | DRAWN BY: | CHECKED BY: | DATE: 2/3/2020 | PAGE # 5:32:12 PM

G:\JOB\HWY18008-Hunter-Ranch\Master Dev_Planning\20200203_Cole Boundary\Cole Ranch-Legal.dgn Default

TBPLS Firm Reg No. 10177700

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Exhibit A-2

Property Description – Hunter Property

FM - 2499

IH - 35W

US 377

JOHN PAINE RD.

ROBSON RANCH RD.

GRAPHIC SCALE IN FEET
0 1300 2600
1"=2600'

EXHIBIT A

Hunter Ranch

IMPROVEMENT DISTRICTS

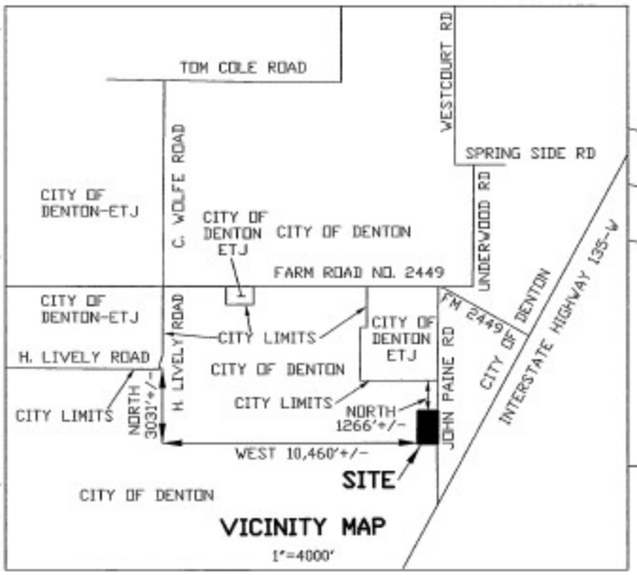
HILLWOOD COMMUNITIES
A PEROT COMPANY ®

DENTON, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas, 75034
972-335-3580
State of Texas Registration No. F-928

AUGUST 2025

K:\FRI_CIVIL\063228997-HUNTER RANCH\CAD\PRELIMINARY\EXHIBITS\PLANSHEETS\EXHIBIT-REGIONALMSTR_2025PHASING.DWG
8/19/2025 5:01 PM PLOTTED BY: Anderson, Noah
DWG NAME
LAST SAVED



CLERK'S FILE NO.
2005-12276, 2005-12277 & 2005-12278

1/2-INCH IRON PIN SET

1/2-INCH IRON PIN SET

1/2-INCH IRON PIN SET
NAD 83
N 7,108,481.83
E 2,368,466.41

S 89°56'06" E
756.63'

55'

25'

55'

FUTURE 110' ROAD R.O.W.

DELTA = 00°01'27"
CH = S 89°55'22" E
R = 1115.00'
L = 0.47'
CL = 0.47'

S 89°56'06" E
671.16'

S 44°41'21" E
42.24'

ROCK ROAD

GEORGE WEST SURVEY, ABST. NO. 1393
G.W. PETTINGALE SURVEY, ABST. NO. 1041

APPROX. LOCATION SURVEY LINE

S 00°33'24" W
1193.15'

FUTURE 110' ROAD R.O.W.

55'

55'

CLERK'S FILE NO. 2005-12276, 2005-12277 & 2005-12278

LOT DIMENSION-1221.50'

GROSS AREA 22.1874 ACRES
FUTURE ROAD R.O.W. 2.5101 ACRE
NET AREA 19.6773 ACRES

S 00°33'24" W
1278.29'

JOHN PAINE ROAD

ROCK ROAD

LOT 1, BLOCK 1

STATE OF TEXAS REGISTERED BRUCE GEER 4117 PROFESSIONAL LAND SURVEYOR

OWNER: SLF II COLE PROPERTY, L.P.
5949 SHERRY LANE, SUITE 1750
DALLAS, TEXAS 75225
PHONE 214-368-9191
FAX 214-368-9192

SURVEYOR: BRUCE GEER, R.P.L.S. NO. 4117
1514 N. MCDONALD ST.(ST. HWY. NO. 5)
MCKINNEY, TEXAS 75071
PHONE 972-562-3959
FAX 972-542-5751

Bruce Geer 5-15-2008

N

N 00°33'27" E
1276.50'

CLERK'S FILE NO.
2005-12276, 2005-12277 & 2005-12278

PETRUS INVESTMENTS, L.P.
CLERK'S FILE NO.
98-117450

***AERIAL POWER LINE
INSIDE BLANKET EASEMENT
TO DENTON COUNTY ELECTRIC COOPERATIVE, INC.
IN VOLUME 402, PAGE 309

100 0 100 200 300

Scale 1" = 100'

NO IMMEDIATE DEVELOPMENT IS INTENDED

O DENOTES AN 1/2-INCH IRON PIN SET UNLESS OTHERWISE NOTED

BEARING BASIS: GEODETIC NORTH BY GPS
CONTROLLING MONUMENTS: 1/2-INCH IRON PIN SET AT SOUTHWEST CORNER AND 1/2-INCH IRON PIN FOUND AT SOUTHEAST CORNER OF 1357.12 ACRE TRACT RECORDED IN CLERK'S FILE NO. 2005-12276

1/2-IRON PIN SET

LOT DIMENSION-701.63'

N 89°47'59" W
756.63'

BEGINNING
EAST-SOUTHEAST CORNER
1357.12 ACRE TRACT
1/2-INCH IRON PIN FOUND

PETRUS INVESTMENTS, L.P.
CLERK'S FILE NO.
98-117450

NAD 83
N 7,107,203.72
E 2,368,469.76

CONVEYANCE PLAT
OF
LOT 1, BLOCK 1
EPISCOPAL ADDITION
CITY OF DENTON

BEING 22.1874 ACRES OF LAND LOCATED IN THE G.W. PETTINGALE SURVEY, ABSTRACT NO. 1041 & THE & THE GEO. WEST SURVEY, ABSTRACT NO. 1393 DENTON COUNTY, TEXAS

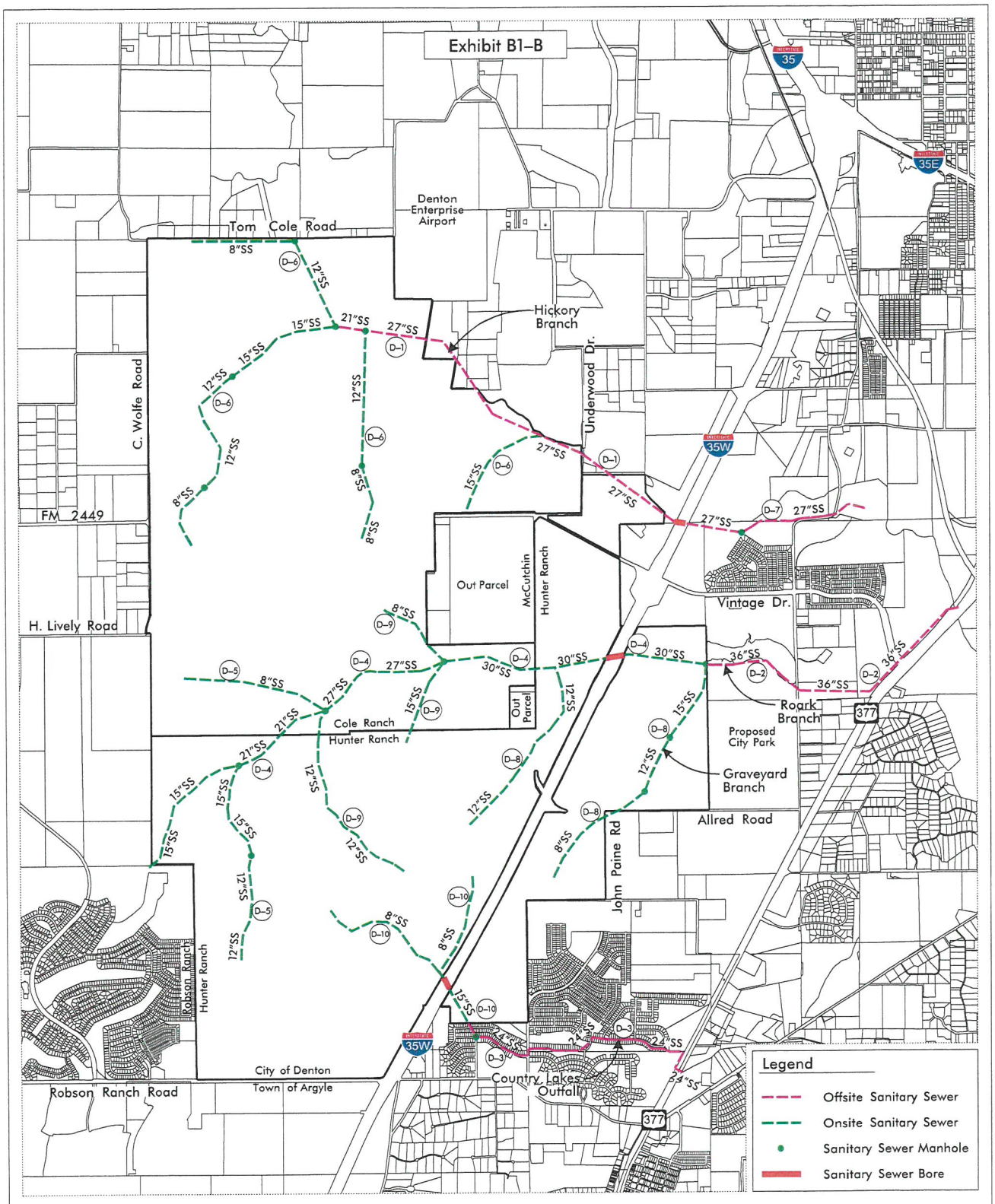
PREPARED ON FEBRUARY 2, 2008

Cab Y Pg 570

Filed for Record in
Denton County
On: Aug 11, 2008 at 12:40P
As a
Plat
Document Number: 88421
Amount 86.00
Receipt Number - 512081
By:
Delma Fahrsen

Exhibit B

District Facilities



PELOTON LAND SOLUTIONS

Hunter Ranch – Cole Ranch

Sanitary Sewer Service Area

January 17, 2020

Exhibit C

Required Facilities

CEP25-0028 is on file at Development Services and available upon request

Exhibit D

Estimated Total Costs of Required Facilities and Project Allocation

Hickory Creek Sewer Updated 4/28/2026

Oversize Cost Share Calculation - Exhibit D

Table 1 - Base Cost

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
OPA Segment	**Segment**	**Oversized Pipe Size**	**Base Easement Cost****	**Const Hard Cost for Oversized Pipe**	**Soft Cost* (17.5%)**	**Total Cost**	**Cole Flow Share of Base Case**	**Cole Hard Cost**	**Cole Soft Cost* (17.5%)**	**Cole Base Easement Cost**	**Cole Total Cost**	**Hunter Flow Share of Base Case**	**Hunter Hard Cost**	**Hunter Soft Cost* (17.5%)**	**Hunter Easement Cost**	**Hunter Total Cost**	**Other/City Flow Share of Base Case**	**Other/City Hard Cost**	**Other/City Soft Cost* (17.5%)**	**Other/City Additonal Easement Cost**	**Other/City Total Cost**
D-1	1 (Design Point 8 to 9)	48"	$ 32,875	$ 1,237,069	$ 216,487	$ 1,486,431	37.0%	$ 457,305	$ 80,028	$ -	$ 537,333	0.0%	$ -	$ -	$ -	$ -	63.0%	$ 779,764	$ 136,459	$ 32,875	$ 949,097
D-1	2 (Design Point 9 to 10)	48"	$ 16,970	$ 954,882	$ 167,104	$ 1,138,956	37.1%	$ 354,128	$ 61,972	$ -	$ 416,101	0.0%	$ -	$ -	$ -	$ -	62.9%	$ 600,754	$ 105,132	$ 16,970	$ 722,856
D-1	3 (Design Point 10 to 11)	48"	$ 7,622	$ 709,608	$ 124,181	$ 841,411	39.0%	$ 276,682	$ 48,419	$ -	$ 325,101	0.0%	$ -	$ -	$ -	$ -	61.0%	$ 432,926	$ 75,762	$ 7,622	$ 516,310
D-1	4 (Design Point 11 to 12)	48"	$ 100,560	$ 2,639,594	$ 461,929	$ 3,202,084	41.0%	$ 1,083,451	$ 189,604	$ 45,500	$ 1,318,554	0.0%	$ -	$ -	$ -	$ -	59.0%	$ 1,556,144	$ 272,325	$ 55,060	$ 1,883,529
D-1	5 (Design Point 12 to 13)	48"	$ 137,765	$ 3,326,976	$ 582,221	$ 4,046,962	40.1%	$ 1,332,517	$ 233,191	$ 71,789	$ 1,637,497	2.4%	$ 80,584	$ 14,102	$ 4,341	$ 99,028	57.5%	$ 1,913,875	$ 334,928	$ 61,635	$ 2,310,438
D-7	6 (Design Point 13 - End)	48"	$ 108,472	$ 3,181,596	$ 556,779	$ 3,846,847	40.1%	$ 1,274,290	$ 223,001	$ 40,425	$ 1,537,716	2.4%	$ 77,063	$ 13,486	$ 2,445	$ 92,994	57.5%	$ 1,830,243	$ 320,293	$ 65,602	$ 2,216,138
						$ 14,562,691					$ 5,772,302					$ 192,021					$ 8,598,367

*Soft costs include Inspetion Fee (3%), Construction Management (3%), Material Testing (1.5%) and Engineering & Staking (10%)

**Base Easement Costs represent the total 50' required easement cost per segment off Cole Ranch & Hunter Ranch Properties. As property owner negotiations are still ongoing, these costs are preliminary and will be updated as the easements are acquired.

*** Additional Easement Costs represent the extra 10' width requested by the City of Denton to give a total 60' easement for a future parallel line

Table 2: OPC

Descrpition	Unit	Adjusted Estimate Total Price*					
		Segment 1	Segment 2	Segment 3	Segment 4	Segment 5	Segment 6
48" Sanitary Sewer	LF	$707,050	$364,980	$163,925	$1,184,210	$1,325,620	$1,410,940
66" Steel Encasement	LF	$0	$298,200	$425,600	$576,800	$0	$0
6' Diameter Manhole	EA	$50,000	$50,000	$0	$100,000	$1,057,000	$694,400
6' Diameter Drop Manhole	EA	$60,000	$30,000	$30,000	$60,000	$175,000	$200,000
8' Manhole	EA	$0	$0	$0	$0	$0	$0
Mobilization	LS	$137,112	$70,777	$31,789	$229,644	$257,066	$273,612
Traffic Control	LS	$0	$0	$0	$25,000	$0	$50,000
Miscellaneous	LS	$102,834	$53,083	$23,841	$172,233	$192,800	$205,209
Allowance	LS	$137,112	$70,777	$31,789	$229,644	$257,066	$273,612
Erosion Control	LS	$3,580	$1,422	$222	$5,172	$5,202	$6,152
Sewer Line Trench Safety	LF	$17,900	$7,110	$1,110	$25,860	$26,010	$30,760
Hydromulch Repair	SY	$21,480	$8,532	$1,332	$31,032	$31,212	$36,912
Pavement Repair	SY	$0	$0	$0	$0	$0	$0
Adjusted Estimate Subtotal w/o Engineering Fee		$1,237,069	$954,882	$709,608	$2,639,594	$3,326,976	$3,181,596

*Total quantitities and costs to be determined at approval of Construction Drawings

Table 3: Additional City of Denton Easement Cost Per Segment

Line	Easement Length (LF)*	Additional Width (ft)	Easement Area (AC)	Easement Cost	
D-1a (Phase 1A)	1,790	10	0.41	$32,875.00	Segment 1
D-1a (Phase 1A)	924	10	0.21	$16,970.00	Segment 2
D-1a (Phase 1A)	415	10	0.10	$7,622.00	Segment 3
D-1a (Phase 1A)	2,998	10	0.69	$55,060.00	Segment 4
D-1a (Phase 1A)	3,356	10	0.77	$61,635.00	Segment 5
D-7 (Phase 1A)	3,572	10	0.82	$65,602.00	Segment 6
		Total	**3.00**	**$239,764**	

*Easement alignments and acreages shown are approximate according to the Cole Ranch master land plan dated 6/29/2025. Final quantities and acreages will be determined based on final design.

LEGEND

- MMD D-7 PHASE 1 OVERSIZED SS LINE (WITH 60' EASEMENT FOR FUTURE PARALLEL LINE)
- MMD D-1a PHASE 1 OVERSIZED SS LINE (WITH 60' EASEMENT FOR FUTURE PARALLEL LINE)
- MMD D-1b PHASE 1 NON-OVERSIZED LINE SERVING COLE RANCH ONLY (WITH 50' EASEMENT FOR FUTURE PARALLEL LINE)
- MMD D-6b PHASE 1C NON-OVERSIZED LINE SERVING COLE RANCH ONLY (WITH 50' EASEMENT FOR FUTURE PARALLEL LINE)
- MMD D-6a PHASE 1 NON-OVERSIZED LINE SERVING COLE RANCH ONLY
- MMD D-6b PHASE 2 NON-OVERSIZED LINE SERVING COLE RANCH ONLY (WITH 50' EASEMENT FOR FUTURE PARALLEL LINE)
- MMD D-6b PHASE 2 NON-OVERSIZED LINE SERVING COLE RANCH ONLY
- EXISTING SEWER LINE
- MAJOR SEWER SHED DIVIDE
- 4C DESIGN POINT
- 8" SEWER LINE SIZE EXCLUDING CoD FLOW
- 8" SEWER LINE SIZE INCLUDING CoD FLOW
- ## BASIN DESIGNATION

TABLE 1 - COLE RANCH PROPOSED SEWER SIZING CALCULATIONS - EXCLUDING DENTON FLOW

Design Point (DP)	CUMULATIVE DESIGN POINT	LAND USE	Area of Sub-Basin (AC)	Cumulative Basin Size: Estimated Multi-Family Units	Cumulative Basin Size: Estimated Single Family Lots	Residential Population	Non-Residential Population	Average Flow (gpm)	Peaking Factor	Peak Flow (MGD)	Limiting Node: Pipe Size (in)	Limiting Node: Min Grade (%)	Pipe Full Capacity (MGD)	% of Pipe Capacity Used
	MSF1	MEDIUM DENSITY SF	25.90	0	88	282	0	12.3	4.0	0.07	8	0.34%	0.452	15.7%
1A	1A		**25.90**	**0**	**88**	**282**	**0**	**12.3**	**4.0**	**0.07**	**8**	**0.335%**	**0.452**	**15.7%**
	C1	COMMERCIAL	16.00	0	0	0	288	12.0	4.0	0.07	8	0.34%	0.452	15.3%
	C2	COMMERCIAL	16.00	0	0	0	288	12.0	4.0	0.07	8	0.34%	0.452	15.3%
1B	1B		**32.00**	**0**	**0**	**0**	**576**	**24.0**	**4.0**	**0.14**	**8**	**0.335%**	**0.452**	**30.6%**
	C3	COMMERCIAL	8.00	0	0	0	144	6.0	4.0	0.03	8	0.34%	0.452	7.6%
	MF1	MULTI-FAMILY	17.00	459	0	1148	0	49.9	4.0	0.29	8	0.34%	0.452	63.6%
1C	1B,1C		**57.00**	**459**	**0**	**1148**	**720**	**79.9**	**4.0**	**0.46**	**10**	**0.250%**	**0.708**	**65.0%**
1	1A,1B,1C		**82.90**	**459**	**88**	**1430**	**720**	**92.2**	**4.0**	**0.53**	**10**	**0.250%**	**0.708**	**75.0%**
	MSF3	MEDIUM DENSITY SF	40.80	0	131	420	0	16.3	4.0	0.11	8	0.34%	0.452	23.3%
	S1	MIDDLE SCHOOL	34.00	0	0	0	612	23.6	4.0	0.15	8	0.34%	0.452	32.5%
2A	2A		**74.80**	**0**	**131**	**420**	**612**	**43.8**	**4.0**	**0.25**	**8**	**0.335%**	**0.452**	**55.8%**
	C4	COMMERCIAL	14.00	0	0	0	252	10.5	4.0	0.06	8	0.34%	0.452	13.4%
2	1,2A		**171.70**	**459**	**219**	**1850**	**1584**	**146.5**	**4.0**	**0.84**	**12**	**0.220%**	**1.080**	**78.1%**
	HSF1	HIGH DENSITY SF	74.00	0	222	738	0	31.5	4.0	0.18	8	0.34%	0.452	40.4%
3	1,2,3		**189.40**	**459**	**290**	**2078**	**1584**	**156.4**	**4.0**	**0.90**	**15**	**0.150%**	**1.617**	**55.7%**
	HSF2	HIGH DENSITY SF	23.40	0	65	208	0	9.1	4.0	0.05	8	0.34%	0.452	11.6%
	S2	ELEMENTARY SCHOOL	15.00	0	0	0	270	11.3	4.0	0.07	8	0.34%	0.452	14.4%
4A	4A		**38.40**	**0**	**65**	**208**	**270**	**20.4**	**4.0**	**0.12**	**8**	**0.335%**	**0.452**	**26.0%**
	LSF1	LOW DENSITY SF	80.80	0	242	775	0	33.7	4.0	0.19	8	0.34%	0.452	42.9%
	P1	PARK	38.74	0	0	698	0	2.5	4.0	0.014	8	0.34%	0.452	3.2%
4B	4B		**119.54**	**0**	**242**	**775**	**698**	**36.2**	**4.0**	**0.21**	**8**	**0.335%**	**0.452**	**46.1%**
	MSF3	MEDIUM DENSITY SF	29.50	0	115	368	0	16.0	4.0	0.09	8	0.34%	0.452	20.4%
	C5	COMMERCIAL	7.00	0	0	0	126	3.3	4.0	0.03	8	0.34%	0.452	6.8%
4C	4C		**36.50**	**0**	**115**	**368**	**126**	**21.3**	**4.0**	**0.12**	**8**	**0.335%**	**0.452**	**27.1%**
	MSF4	MEDIUM DENSITY SF	31.20	0	88	282	0	12.3	4.0	0.07	8	0.34%	0.452	15.7%
4D	4B,4C,4D		**187.24**	**0**	**445**	**1425**	**824**	**69.8**	**4.0**	**0.40**	**10**	**0.250%**	**0.708**	**56.8%**
4	1,2,3,4A,4D		**415.04**	**459**	**800**	**3711**	**2678**	**246.6**	**4.0**	**1.42**	**18**	**0.115%**	**2.302**	**61.7%**
	HSF3	HIGH DENSITY SF	51.48	0	157	514	0	22.3	4.0	0.13	8	0.34%	0.452	29.0%
5	1,2,3,4,5		**467.04**	**459**	**1037**	**4470**	**2678**	**279.6**	**4.0**	**1.61**	**18**	**0.115%**	**2.302**	**70.0%**
	C6	COMMERCIAL	24.00	0	0	0	432	18.0	4.0	0.10	8	0.34%	0.452	22.9%
6	1,2,3,4,5,6		**491.04**	**459**	**1037**	**4470**	**3110**	**297.6**	**4.0**	**1.71**	**18**	**0.115%**	**2.302**	**74.5%**
	HSF5	HIGH DENSITY SF	46.00	0	156	500	0	21.8	4.0	0.13	8	0.34%	0.452	27.8%
7A	7A		**46.00**	**0**	**156**	**500**	**0**	**21.8**	**4.0**	**0.13**	**8**	**0.335%**	**0.452**	**27.8%**
	HSF6	HIGH DENSITY SF	81.60	0	391	1252	0	54.4	4.0	0.31	8	0.34%	0.452	69.3%
7B	7B		**81.60**	**0**	**391**	**1252**	**0**	**54.4**	**4.0**	**0.31**	**8**	**0.335%**	**0.452**	**69.3%**
	MF3	MULTI-FAMILY	16.00	648	0	1620	0	70.4	4.0	0.41	10	0.25%	0.708	57.3%
	C8	COMMERCIAL	16.00	0	0	0	288	12.0	4.0	0.07	8	0.34%	0.452	15.3%
7C	7B,7C		**113.60**	**648**	**391**	**2872**	**288**	**136.8**	**4.0**	**0.79**	**12**	**0.200%**	**1.030**	**76.5%**
	MF2	MULTI-FAMILY	26.00	702	0	1755	0	76.2	4.0	0.44	10	0.25%	0.708	62.0%
	C7	COMMERCIAL	29.00	0	0	0	522	21.8	4.0	0.13	8	0.34%	0.452	27.8%
	HSF4	HIGH DENSITY SF	21.10	0	72	231	0	10.1	4.0	0.06	8	0.34%	0.452	13.3%
7D	7A,7B,7C,7D		**235.70**	**1350**	**619**	**5358**	**810**	**266.7**	**4.0**	**1.54**	**18**	**0.115%**	**2.302**	**66.7%**
	MF4	MULTI-FAMILY	7.00	189	0	473	0	20.6	4.0	0.12	8	0.34%	0.452	26.2%
	HSF7	HIGH DENSITY SF	25.00	0	128	410	0	17.8	4.0	0.10	8	0.34%	0.452	22.7%
	C9	COMMERCIAL	13.00	0	0	234	0	9.8	4.0	0.06	8	0.34%	0.452	12.5%
7E	7A,7B,7C,7D,7E		**280.70**	**1539**	**747**	**6241**	**1044**	**314.9**	**4.0**	**1.81**	**18**	**0.115%**	**2.302**	**78.8%**
	HSF8	HIGH DENSITY SF	7.60	0	22	76	0	3.7	4.0	0.01	8	0.34%	0.452	3.2%
7F	7A,7B,7C,7D,7E,7F		**283.60**	**1539**	**759**	**6280**	**1044**	**316.6**	**4.0**	**1.82**	**18**	**0.115%**	**2.302**	**79.2%**
	MSF5	MEDIUM DENSITY SF	20.10	0	76	244	0	10.6	4.0	0.06	8	0.34%	0.452	13.5%
	P2	PARK	8.60	0	0	155	0.6	4.0	4.0	0.003	8	0.34%	0.452	0.8%
7G	7A,7B,7C,7D,7E,7F,7G		**312.30**	**1539**	**835**	**6524**	**1199**	**327.8**	**4.0**	**1.89**	**21**	**0.095%**	**3.156**	**59.8%**
7	1,2,3,4,5,6,7		**803.34**	**1998**	**1872**	**10994**	**4309**	**625.4**	**4.0**	**3.60**	**27**	**0.070%**	**5.296**	**68.0%**
	C10	COMMERCIAL	22.00	0	0	0	396	16.5	4.0	0.10	8	0.34%	0.452	21.0%
8A	8A		**22.00**	**0**	**0**	**0**	**396**	**16.5**	**4.0**	**0.10**	**8**	**0.335%**	**0.452**	**21.0%**
	B1	BUSINESS PARK	81.00	0	0	0	1458	54.0	4.0	0.08	8	0.34%	0.452	17.8%
8B	8A,8B		**50.00**	**0**	**0**	**0**	**900**	**30.5**	**4.0**	**0.18**	**8**	**0.335%**	**0.452**	**38.9%**
	B2	BUSINESS PARK	27.00	0	0	0	486	18.5	4.0	0.08	8	0.34%	0.452	17.7%
	P3	PARK	5.70	0	0	0	103	0.4	4.0	0.002	8	0.34%	0.452	0.5%
	P4	PARK	6.00	0	0	0	108	0.4	4.0	0.002	8	0.34%	0.452	0.5%
	MSF6	MEDIUM DENSITY SF	54.00	0	172	576	0	21.6	4.0	0.09	8	0.34%	0.452	29.8%
9	1,2,3,4,5,6,7,8,9		**910.64**	**1998**	**1944**	**11225**	**5906**	**680.3**	**4.0**	**3.92**	**27**	**0.070%**	**5.296**	**74.0%**
	HSF9	HIGH DENSITY SF	76.00	0	228	760	0	32.8	4.0	0.13	8	0.34%	0.452	29.1%
10A	10A		**36.20**	**0**	**164**	**525**	**0**	**22.8**	**4.0**	**0.13**	**8**	**0.335%**	**0.452**	**29.1%**
	HSF10	HIGH DENSITY SF	12.60	0	22	189	0	8.3	4.0	0.05	8	0.34%	0.452	10.6%
10B	10A,10B		**48.80**	**0**	**223**	**714**	**0**	**31.1**	**4.0**	**0.18**	**8**	**0.335%**	**0.452**	**39.6%**
	HSF11	HIGH DENSITY SF	39.70	0	189	600	0	26.3	4.0	0.13	8	0.34%	0.452	33.5%
10C	10A,10B,10C		**88.50**	**0**	**412**	**1319**	**0**	**57.4**	**4.0**	**0.33**	**8**	**0.335%**	**0.452**	**73.1%**
10	1,2,3,4,5,6,7,8,9,10		**999.14**	**1998**	**2356**	**12544**	**5906**	**737.7**	**4.0**	**4.25**	**27**	**0.075%**	**5.462**	**77.5%**
	HSF8	HIGH DENSITY SF	2.00	0	7	7	30	1.5	4.0	0.01	10	0.25%	0.708	1.2%
	MF5	MULTI-FAMILY	22.50	594	0	1485	0	64.5	4.0	0.37	10	0.25%	0.708	52.5%
11	1,2,3,4,5,6,7,8,9,10,11		**1023.14**	**2592**	**2356**	**14029**	**5942**	**803.7**	**4.0**	**4.63**	**30**	**0.060%**	**6.494**	**71.3%**
	HR1	HIGH DENSITY SF	68.90	0	0	0	0	48.6	4.0	0.28	15	0.15%	1.617	17.3%
12	1,2,3,4,5,6,7,8,9,10,11,12		**1112.04**	**2592**	**2356**	**14029**	**5942**	**852.3**	**4.0**	**4.91**	**36**	**0.045%**	**9.145**	**53.7%**

TOTAL FLOW TO DESIGN POINT 12	Area of Sub-Basin (AC)	Estimated Multi-Family Units	Estimated Single Family Lots	Residential Population	Non-Residential Population	Average Flow (gpm)	Peak Flow (MGD)
	1112.04	2592	2356	14029	5942	852	4.91

Cole Ranch Flow (MGD)	Hunter Ranch Flow (MGD)	City of Denton Flow (MGD)
4.63	0.28	0.00
94.3%	5.7%	0.0%

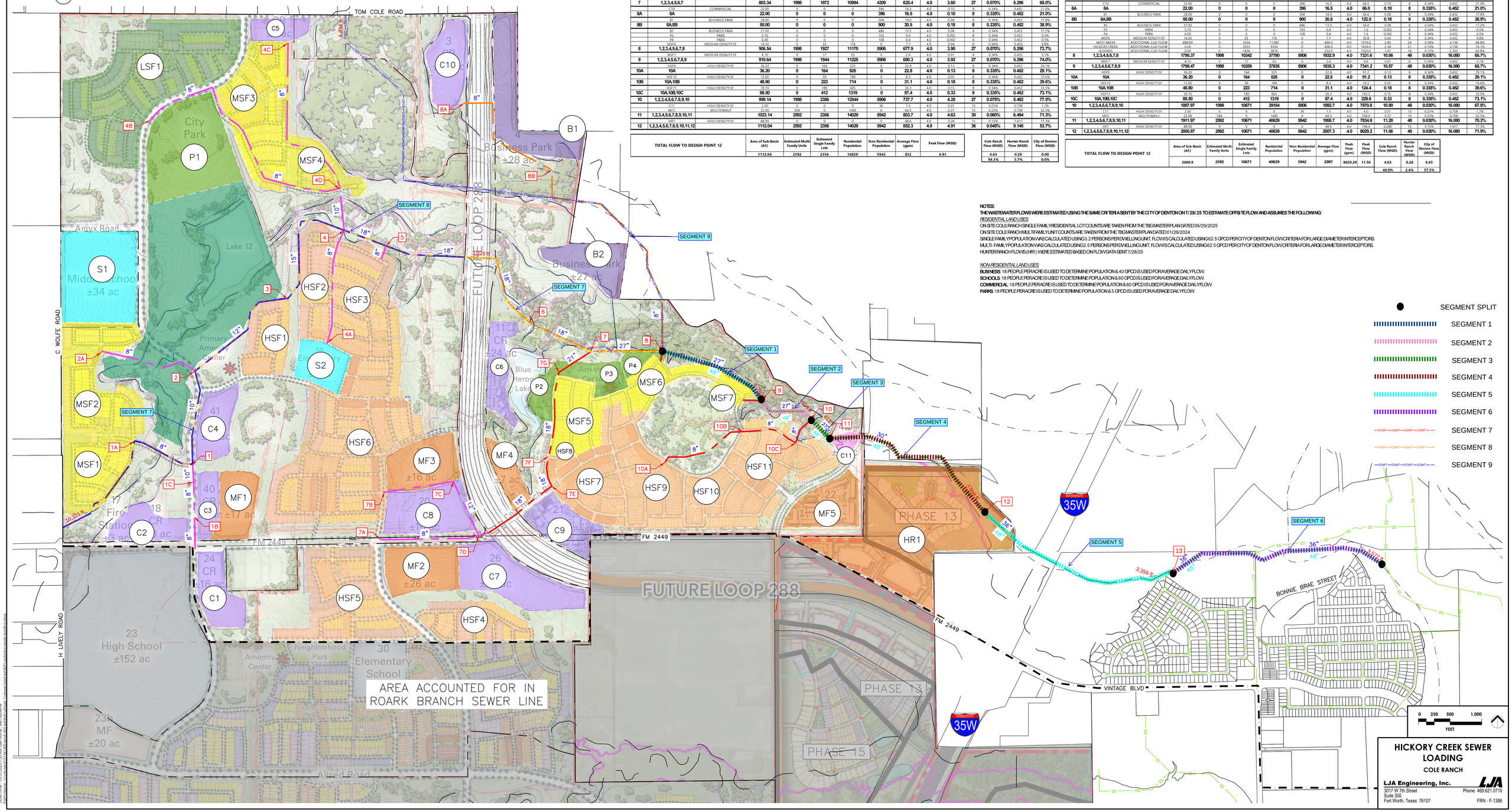
TABLE 2 - COLE RANCH PROPOSED SEWER SIZING CALCULATIONS - INCLUDING DENTON FLOW

Design Point (DP)	CUMULATIVE DESIGN POINT	LAND USE	Area of Sub-Basin (AC)	Cumulative Basin Size: Estimated Multi-Family Units	Cumulative Basin Size: Estimated Single Family Lots	Residential Population	Non-Residential Population	Average Flow (gpm)	Peaking Factor	Peak Flow (gpm)	Peak Flow (MGD)	Limiting Node: Pipe Size (in)	Limiting Node: Min Grade (%)	Pipe Full Capacity (MGD)	% of Pipe Capacity Used
	MSF1	MEDIUM DENSITY SF	25.90	0	88	282	0	12.3	4.0	49.2	0.07	8	0.34%	0.452	15.7%
1A	1A		**25.90**	**0**	**88**	**282**	**0**	**12.3**	**4.0**	**49.2**	**0.07**	**8**	**0.335%**	**0.452**	**15.7%**
	C1	COMMERCIAL	16.00	0	0	0	288	12.0	4.0	48.0	0.07	8	0.34%	0.452	15.3%
	C2	COMMERCIAL	16.00	0	0	0	288	12.0	4.0	48.0	0.07	8	0.34%	0.452	15.3%
1B	1B		**32.00**	**0**	**0**	**0**	**576**	**24.0**	**4.0**	**96.0**	**0.14**	**8**	**0.335%**	**0.452**	**30.6%**
	C3	COMMERCIAL	8.00	0	0	0	144	6.0	4.0	24.0	0.03	8	0.34%	0.452	7.6%
	MF1	MULTI-FAMILY	17.00	459	0	1148	0	49.9	4.0	199.6	0.29	8	0.34%	0.452	63.6%
1C	1B,1C		**57.00**	**459**	**0**	**1148**	**720**	**79.9**	**4.0**	**319.6**	**0.46**	**10**	**0.250%**	**0.708**	**65.0%**
1	1A,1B,1C		**82.90**	**459**	**88**	**1430**	**720**	**92.2**	**4.0**	**368.8**	**0.53**	**10**	**0.250%**	**0.708**	**75.0%**
	MSF3	MEDIUM DENSITY SF	40.80	0	131	420	0	16.3	4.0	65.2	0.11	8	0.34%	0.452	23.3%
	S1	MIDDLE SCHOOL	34.00	0	0	0	612	23.6	4.0	102.0	0.15	8	0.34%	0.452	32.5%
2A	2A		**74.80**	**0**	**131**	**420**	**612**	**43.8**	**4.0**	**175.2**	**0.25**	**8**	**0.335%**	**0.452**	**55.8%**
	C4	COMMERCIAL	14.00	0	0	0	252	10.5	4.0	42.0	0.06	8	0.34%	0.452	13.4%
2	1,2A		**171.70**	**459**	**219**	**1850**	**1584**	**146.5**	**4.0**	**586.0**	**0.84**	**12**	**0.220%**	**1.080**	**78.1%**
	HSF1	HIGH DENSITY SF	74.00	0	222	738	0	31.5	4.0	126.0	0.18	8	0.34%	0.452	40.4%
3	1,2,3		**189.40**	**459**	**290**	**2078**	**1584**	**156.4**	**4.0**	**625.6**	**0.90**	**15**	**0.150%**	**1.617**	**55.7%**
	HSF2	HIGH DENSITY SF	23.40	0	65	208	0	9.1	4.0	36.4	0.05	8	0.34%	0.452	11.6%
	S2	ELEMENTARY SCHOOL	15.00	0	0	0	270	11.3	4.0	45.2	0.07	8	0.34%	0.452	14.4%
4A	4A		**38.40**	**0**	**65**	**208**	**270**	**20.4**	**4.0**	**81.6**	**0.12**	**8**	**0.335%**	**0.452**	**26.0%**
	LSF1	LOW DENSITY SF	80.80	0	242	775	0	33.7	4.0	134.8	0.19	8	0.34%	0.452	42.9%
	P1	PARK	38.74	0	0	698	0	2.5	4.0	10.0	0.014	8	0.34%	0.452	3.2%
4B	4B		**119.54**	**0**	**242**	**775**	**698**	**36.2**	**4.0**	**144.8**	**0.21**	**8**	**0.335%**	**0.452**	**46.1%**
	MSF3	MEDIUM DENSITY SF	29.50	0	115	368	0	16.0	4.0	64.0	0.09	8	0.34%	0.452	20.4%
	C5	COMMERCIAL	7.00	0	0	0	126	3.3	4.0	13.2	0.03	8	0.34%	0.452	6.8%
4C	4C		**36.50**	**0**	**115**	**368**	**126**	**21.3**	**4.0**	**85.2**	**0.12**	**8**	**0.335%**	**0.452**	**27.1%**
	MSF4	MEDIUM DENSITY SF	31.20	0	88	282	0	12.3	4.0	49.2	0.07	8	0.34%	0.452	15.7%
4D	4B,4C,4D		**187.24**	**0**	**445**	**1425**	**824**	**69.8**	**4.0**	**279.2**	**0.40**	**10**	**0.250%**	**0.708**	**56.8%**
4	1,2,3,4A,4D		**415.04**	**459**	**800**	**3711**	**2678**	**246.6**	**4.0**	**986.4**	**1.42**	**18**	**0.115%**	**2.302**	**61.7%**
	HSF3	HIGH DENSITY SF	51.48	0	157	514	0	22.3	4.0	89.2	0.13	8	0.34%	0.452	29.0%
5	1,2,3,4,5		**467.04**	**459**	**1037**	**4470**	**2678**	**279.6**	**4.0**	**1118.4**	**1.61**	**18**	**0.115%**	**2.302**	**70.0%**
	C6	COMMERCIAL	24.00	0	0	0	432	18.0	4.0	72.0	0.10	8	0.34%	0.452	22.9%
6	1,2,3,4,5,6		**491.04**	**459**	**1037**	**4470**	**3110**	**297.6**	**4.0**	**1190.4**	**1.71**	**18**	**0.115%**	**2.302**	**74.5%**
	HSF5	HIGH DENSITY SF	46.00	0	156	500	0	21.8	4.0	87.2	0.13	8	0.34%	0.452	27.8%
7A	7A		**46.00**	**0**	**156**	**500**	**0**	**21.8**	**4.0**	**87.2**	**0.13**	**8**	**0.335%**	**0.452**	**27.8%**
	HSF6	HIGH DENSITY SF	81.60	0	391	1252	0	54.4	4.0	217.6	0.31	8	0.34%	0.452	69.3%
7B	7B		**81.60**	**0**	**391**	**1252**	**0**	**54.4**	**4.0**	**217.6**	**0.31**	**8**	**0.335%**	**0.452**	**69.3%**
	MF3	MULTI-FAMILY	16.00	648	0	1620	0	70.4	4.0	281.6	0.41	10	0.25%	0.708	57.3%
	C8	COMMERCIAL	16.00	0	0	0	288	12.0	4.0	48.0	0.07	8	0.34%	0.452	15.3%
7C	7B,7C		**113.60**	**648**	**391**	**2872**	**288**	**136.8**	**4.0**	**547.2**	**0.79**	**12**	**0.200%**	**1.030**	**76.5%**
	MF2	MULTI-FAMILY	26.00	702	0	1755	0	76.2	4.0	304.8	0.44	10	0.25%	0.708	62.0%
	C7	COMMERCIAL	29.00	0	0	0	522	21.8	4.0	87.2	0.13	8	0.34%	0.452	27.8%
	HSF4	HIGH DENSITY SF	21.10	0	72	231	0	10.1	4.0	40.4	0.06	8	0.34%	0.452	13.3%
7D	7A,7B,7C,7D		**235.70**	**1350**	**619**	**5358**	**810**	**266.7**	**4.0**	**1066.8**	**1.54**	**18**	**0.115%**	**2.302**	**66.7%**
	MF4	MULTI-FAMILY	7.00	189	0	473	0	20.6	4.0	82.4	0.12	8	0.34%	0.452	26.2%
	HSF7	HIGH DENSITY SF	25.00	0	128	410	0	17.8	4.0	71.2	0.10	8	0.34%	0.452	22.7%
	C9	COMMERCIAL	13.00	0	0	234	0	9.8	4.0	39.2	0.06	8	0.34%	0.452	12.5%
7E	7A,7B,7C,7D,7E		**280.70**	**1539**	**747**	**6241**	**1044**	**314.9**	**4.0**	**1259.6**	**1.81**	**18**	**0.115%**	**2.302**	**78.8%**
	HSF8	HIGH DENSITY SF	7.60	0	22	76	0	3.7	4.0	14.8	0.01	8	0.34%	0.452	3.2%
7F	7A,7B,7C,7D,7E,7F		**283.60**	**1539**	**759**	**6280**	**1044**	**316.6**	**4.0**	**1266.4**	**1.82**	**18**	**0.115%**	**2.302**	**79.2%**
	MSF5	MEDIUM DENSITY SF	20.10	0	76	244	0	10.6	4.0	42.4	0.06	8	0.34%	0.452	13.5%
	P2	PARK	8.60	0	0	155	0.6	4.0	4.0	16.0	0.003	8	0.34%	0.452	0.8%
7G	7A,7B,7C,7D,7E,7F,7G		**312.30**	**1539**	**835**	**6524**	**1199**	**327.8**	**4.0**	**1311.2**	**1.89**	**21**	**0.095%**	**3.156**	**59.8%**
7	1,2,3,4,5,6,7		**803.34**	**1998**	**1872**	**10994**	**4309**	**625.4**	**4.0**	**2501.6**	**3.60**	**27**	**0.070%**	**5.296**	**68.0%**
	C10	COMMERCIAL	22.00	0	0	0	396	16.5	4.0	66.0	0.10	8	0.34%	0.452	21.0%
8A	8A		**22.00**	**0**	**0**	**0**	**396**	**16.5**	**4.0**	**66.0**	**0.10**	**8**	**0.335%**	**0.452**	**21.0%**
	B1	BUSINESS PARK	81.00	0	0	0	1458	54.0	4.0	216.0	0.08	8	0.34%	0.452	17.8%
8B	8A,8B		**50.00**	**0**	**0**	**0**	**900**	**30.5**	**4.0**	**122.0**	**0.18**	**8**	**0.335%**	**0.452**	**38.9%**
	B2	BUSINESS PARK	27.00	0	0	0	486	18.5	4.0	74.0	0.08	8	0.34%	0.452	17.7%
	P3	PARK	5.70	0	0	0	103	0.4	4.0	1.6	0.002	8	0.34%	0.452	0.5%
	P4	PARK	6.00	0	0	0	108	0.4	4.0	1.6	0.002	8	0.34%	0.452	0.5%
	MSF6	MEDIUM DENSITY SF	54.00	0	172	576	0	21.6	4.0	86.4	0.09	8	0.34%	0.452	29.8%
	WEST BASIN	ADDITIONAL CoD FLOW	888.83	0	3556	11380	0	494.0	4.0	1976.0	2.85	24	0.08%	4.139	68.8%
	HICKORY CREEK	ADDITIONAL CoD FLOW	0.00	0	2923	9354	0	406.0	4.0	1624.0	2.34	24	0.08%	4.139	56.5%
	DENTON CoD	ADDITIONAL CoD FLOW	0.00	0	2923	9354	0	406.0	4.0	1624.0	2.34	24	0.08%	4.139	56.5%
9	1,2,3,4,5,6,7,8		**1795.37**	**1998**	**10242**	**37780**	**5906**	**1832.9**	**4.0**	**7331.6**	**10.56**	**48**	**0.030%**	**16.080**	**65.7%**
	XRF1		80.00	0	0	0	0	55.6	4.0	222.4	0.32	8	0.34%	0.452	70.9%
9	1,2,3,4,5,6,7,8,9		**1799.47**	**1998**	**10259**	**37835**	**5906**	**1836.3**	**4.0**	**7341.2**	**10.57**	**48**	**0.030%**	**16.080**	**65.7%**
	HSF9	HIGH DENSITY SF	36.20	0	164	525	0	22.8	4.0	91.2	0.13	8	0.34%	0.452	29.1%
10A	10A		**36.20**	**0**	**164**	**525**	**0**	**22.8**	**4.0**	**91.2**	**0.13**	**8**	**0.335%**	**0.452**	**29.1%**
	HSF10	HIGH DENSITY SF	12.60	0	22	189	0	8.3	4.0	31.2	0.05	8	0.34%	0.452	10.6%
10B	10A,10B		**48.80**	**0**	**223**	**714**	**0**	**31.1**	**4.0**	**124.4**	**0.18**	**8**	**0.335%**	**0.452**	**39.6%**
	HSF11	HIGH DENSITY SF	39.70	0	189	600	0	26.3	4.0	105.2	0.13	8	0.34%	0.452	33.5%
10C	10A,10B,10C		**88.50**	**0**	**412**	**1319**	**0**	**57.4**	**4.0**	**229.6**	**0.33**	**8**	**0.335%**	**0.452**	**73.1%**
10	1,2,3,4,5,6,7,8,9,10		**1887.97**	**1998**	**10671**	**39154**	**5906**	**1892.7**	**4.0**	**7570.8**	**10.90**	**48**	**0.030%**	**16.080**	**67.8%**
	C11	COMMERCIAL	2.00	0	0	0	36	1.5	4.0	6.0	0.01	10	0.25%	0.708	1.2%
	MF5	MULTI-FAMILY	22.50	594	0	1485	0	64.5	4.0	258.0	0.37	10	0.25%	0.708	52.5%
11	1,2,3,4,5,6,7,8,9,10,11		**1911.97**	**2592**	**10671**	**40639**	**5942**	**1958.7**	**4.0**	**7834.8**	**11.28**	**48**	**0.030%**	**16.080**	**70.2%**
	HR1	HIGH DENSITY SF	88.90	0	0	0	0	48.6	4.0	194.4	0.280	15	0.15%	1.617	17.3%
12	1,2,3,4,5,6,7,8,9,10,11,12		**2000.87**	**2592**	**10671**	**40639**	**5942**	**2007.3**	**4.0**	**8029.2**	**11.56**	**48**	**0.030%**	**16.080**	**71.9%**

TOTAL FLOW TO DESIGN POINT 12	Area of Sub-Basin (AC)	Estimated Multi-Family Units	Estimated Single Family Lots	Residential Population	Non-Residential Population	Average Flow (gpm)	Peak Flow (gpm)	Peak Flow (MGD)	Cole Ranch Flow (MGD)	Hunter Ranch Flow (MGD)	City of Denton Flow (MGD)
	2000.9	2592	10671	40639	5942	2007	8029.20	11.56	4.63	0.28	6.65
									40.0%	2.4%	57.5%

NOTES:
THE WASTEWATER FLOWS WERE ESTIMATED USING THE SAME CRITERIA SENT BY THE CITY OF DENTON ON 7/28/25 TO ESTIMATE OFFSITE FLOW AND ASSUMES THE FOLLOWING:
RESIDENTIAL LAND USES:
ON SITE COLE RANCH SINGLE FAMILY RESIDENTIAL LOT COUNTS ARE TAKEN FROM THE TBG MASTER PLAN DATED 06/29/2025
ON SITE COLE RANCH MULTIFAMILY UNIT COUNTS ARE TAKEN FROM THE TBG MASTER PLAN DATED 01/26/2024
SINGLE FAMILY POPULATION WAS CALCULATED USING 3.2 PERSONS PER DWELLING UNIT, FLOW IS CALCULATED USING 62.5 GPCD PER CITY OF DENTON FLOW CRITERIA FOR LARGE DIAMETER INTERCEPTORS.
MULTI- FAMILY POPULATION WAS CALCULATED USING 2.5 PERSONS PER DWELLING UNIT, FLOW IS CALCULATED USING 62.5 GPCD PER CITY OF DENTON FLOW CRITERIA FOR LARGE DIAMETER INTERCEPTORS.
HUNTER RANCH FLOWS (HR1) WERE ESTIMATED BASED ON FLOW DATA SENT 7/28/25

NON-RESIDENTIAL LAND USES:
BUSINESS: 18 PEOPLE PER ACRE IS USED TO DETERMINE POPULATION & 40 GPCD IS USED FOR AVERAGE DAILY FLOW.
SCHOOLS: 18 PEOPLE PER ACRE IS USED TO DETERMINE POPULATION & 60 GPCD IS USED FOR AVERAGE DAILY FLOW.
COMMERCIAL: 18 PEOPLE PER ACRE IS USED TO DETERMINE POPULATION & 60 GPCD IS USED FOR AVERAGE DAILY FLOW.
PARKS: 18 PEOPLE PER ACRE IS USED TO DETERMINE POPULATION & 5 GPCD IS USED FOR AVERAGE DAILY FLOW.



HICKORY CREEK SEWER LOADING
COLE RANCH

LJA Engineering, Inc.
3017 W 7th Street
Suite

Exhibit E

Development Contract for Public Improvements

PROJECT NO. _____

CONTRACT TYPE _____

DEVELOPMENT CONTRACT
FOR
PUBLIC IMPROVEMENTS

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This Development Contract for Public Improvements ("Contract" or "Agreement"), including any Exhibits attached hereto, is entered into by and between the City of Denton, a Texas home-rule municipal corporation of Denton County, Texas, ("Denton" or "City"); _____, a_____ ("Developer"); and _____, a_____ ("Contractor"), and is effective on this ____ day of _____, 20____ ("Effective Date").

WHEREAS, the Developer wishes to enter into this Agreement with the City to provide for the construction of _____, further described in Exhibit "A" attached hereto and made a part hereof by reference (the "Public Improvements"); and

WHEREAS, the Developer, whose business address is_____, is the owner of ___ acres of real property generally located at _____, _____and specifically described in Exhibit "B" attached hereto and incorporated by reference (the "Development"); and

WHEREAS, the Public Improvements described in Exhibit "A" are necessitated by and will serve the Development; and

WHEREAS, this Agreement is entered into pursuant to Subchapter C of Chapter 212 of the Texas Local Government Code and as a condition of plat approval; and

WHEREAS, the Developer agrees the Public Improvements are roughly proportional to the

benefits received and burdens imposed by the Development; and

WHEREAS, this Agreement is required to ensure the Public Improvements are constructed in accordance with the City's standard specifications for public works projects and all applicable ordinances and design criteria manuals (the "City Standards"); and

WHEREAS, this Agreement is required to ensure the Public Improvements are constructed in accordance with the plans and specifications prepared, signed, and sealed by _____ (the "Developer's Engineer"); dated_____; and approved and on file with the City (the "Project Specifications"); and

WHEREAS, the Developer understands that the Project Specifications may only be amended with the written approval of the City Engineer or their designee; and

WHEREAS, the City Standards and Project Specifications are incorporated herein by reference and shall be collectively referred to as the "Plans and Specifications"; and

WHEREAS, the Developer understands and agrees that it is responsible for and has retained at its sole expense the Developer's Engineer to design the Public Improvements in accordance with the City Standards and applicable state and federal regulations, taking into consideration site conditions that may impact the Public Improvements; and

WHEREAS, the Developer shall provide for the construction of the Public Improvements by and through the Contractor whose business address is _____; and

WHEREAS, the Contractor is experienced in the construction of improvements similar to the Public Improvements; and

WHEREAS, the Developer and the Contractor recognize the City has an interest in ensuring that the Public Improvements, which will, upon completion and acceptance by the City, become public property, are properly constructed in accordance with the Plans and Specifications and that the Contractor

pays its subcontractors;

WHEREAS, the City may sue to enforce any provisions of this Agreement including, without limitation, those involving compliance with the Plans and Specifications and completion of the Public Improvements before the expiration of the Maintenance Bond; and

WHEREAS, the City, the Developer, and the Contractor agree that a Performance Bond, a Payment Bond, and a Maintenance Bond will be furnished by the Contractor in favor of the City and shall be executed by a surety company authorized to do business in the State of Texas.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Contract, the Parties agree to the following terms and conditions:

ARTICLE I
TERM

This Contract shall begin on the Effective Date and continue until the date that each of the obligations of the Parties hereto has been satisfied; provided, however, that this Contract may terminate earlier in accordance with the provisions of this Contract ("Term").

ARTICLE II
GENERAL PROVISIONS

1. **Covenants of Developer and Contractor.**

   (a) **Construction and Substantial Completion.** Contractor shall construct the Public Improvements in accordance with the Plans and Specifications and complete the Public Improvements no later than 365 calendar days from the date of issuance of the Notice-To-Proceed. "Notice-To-Proceed" means the document issued by the City permitting the Contractor to begin construction of the Public Improvements.

   (b) In the event the Contractor is unable to meet the deadline in Section 1(a) of this Article, the Contractor shall submit an extension request to the City for

consideration. Extensions may be issued in six (6) month increments at the City's sole discretion.

(c) Developer shall be responsible for all monies due to the Contractor for construction of the Public Improvements.

(d) The Parties agree the City shall have no liability to the Contractor under this Contract. By executing the Contract, Contractor agrees to rely solely on the Developer, and not the City, for payment. The City, in its discretion, may require the Developer to provide security for payments to the Contractor, which may be in the form of a cash deposit with the City, a letter of credit, a dedicated construction account with a lending institution approved by the City, or other security the City, in their discretion, deems adequate to ensure the Developer does not default in its payment obligations to the Contractor.

(e) **Authority of City Engineer and Developer and Contractor Warranty.**

i. All work on the Public Improvements shall be performed in a good and workmanlike manner and to the satisfaction of the City. The City shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of the Plans and Specifications. The City may reject any work that in its sole opinion is not performed in accordance with the Plans and Specifications.

ii. The Contractor, its surety on the Maintenance Bond as required herein, and the Developer warrant that the Public Improvements will be free from defects in materials and workmanship and that they will pay to remedy same for a period of two years after the completion of the Public Improvements and final acceptance by the City (the "Warranty Period").

This warranty shall not constitute a limitation on the duty to remedy latent defects in construction that were not known at the time of final acceptance or within the Warranty Period.

iii. The Contractor shall furnish the City with every reasonable facility for ascertaining whether the work performed was in accordance with the Plans and Specifications.

(f) **Inspections, Tests, and Orders.**

i. The City may require Contractor, at its own expense, to remove and replace any work done or materials used without suitable inspection by the City, unless the work and materials were given prior written approval from the City.

ii. The City shall perform:

A. Periodic inspections of the work;

B. A final inspection prior to final acceptance by the City; and

C. Inspections at 30 and 400 days from the date of final completion and acceptance of the Public Improvements by the City.

iii. Upon failure of the Contractor to allow an inspection; to provide safe access for inspections; to test materials furnished; to satisfactorily repair, remove or replace, if so directed, rejected, unauthorized, or condemned work or materials; or to follow any other request or order of the City, the City shall notify the Developer of such failure and may suspend inspections of such work, issue a stop work order, or both until such failure is remedied. If such failure is not remedied to the satisfaction of the City, the City shall have no obligation under this agreement to approve or accept the Public

Improvements and the City may withhold, suspend, or revoke any permits or other approvals for the Development until such matter is remedied to the satisfaction of the City.

iv. Although the Public Improvements described herein may be accepted by the City, the City may recover damages against the Developer and/or Contractor and upon the bonds if it is discovered that the Public Improvements were not built in accordance with the Plans and Specifications.

(g) **Insurance.** Contractor shall provide for insurance in form and in substance in accordance with the City's standard insurance requirements for public works projects (the "Standard Insurance Requirements"). The Standard Insurance Requirements in effect on the Effective Date are incorporated herein by reference, are on file with the City, and may be amended from time to time.

(h) **Means and Methods of Construction.** The Contractor may choose the means and methods of construction; subject, however, to the City's right to reject the Public Improvements when the means or method of construction does not, in the sole judgment of the City, assure that the Public Improvements are constructed in accordance with Plans and Specifications.

(i) **Books and Records.**

i. The term "Books and Records" includes, without limitation, any item stated in the General Requirements section in the Plans and Specifications, for example, material test reports, material tickets, material submittals, project schedules, TDLR inspections, As-Built plans, and project-specific specifications.

ii. Any or all of the Developer and the Contractor's Books and Records related to the construction of the Public Improvements shall be available for inspection by the City within 14 days of a request submitted by the City pursuant to Section IV.9 of this Contract.

iii. All of the Developer and the Contractor's Books and Records related to the construction of the Public Improvements shall be submitted to the City prior to the City's final acceptance of the Public Improvements.

(j) **Performance Bonds.** The Contractor shall execute a Performance Bond in the full amount of the cost to construct the Public Improvements in favor of the City ensuring completion of the Public Improvements in accordance with the Plans and Specifications. The Performance Bond shall be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, shall be on the City's standard form, and shall contain a local resident agent for service of process.

(k) **Payment Bonds.** The Contractor and Developer shall execute a Payment Bond in the full amount of the cost to construct the Improvements in favor of the City ensuring against claims from suppliers and subcontractors. The Payment Bond shall be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, shall be on the City's standard form, and shall contain a local resident agent for service of process.

(l) **Maintenance Bonds.** The Contractor shall execute a Maintenance Bond warranting against defects in materials and workmanship for a period of two years from the date of final acceptance by the City. The Maintenance Bond shall

be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, shall be on the City's standard form, and shall contain a local resident agent for service of process.

(m) **Retainage: Final Payments.** As security for the faithful completion of the Public Improvements, Contractor and Developer agree that the Developer shall retain ten (10) percent of the total dollar amount of the contract price until after final approval or acceptance of the Public Improvements by the City. The Developer shall thereafter pay the Contractor the retainage, only after Contractor has furnished to the Developer satisfactory evidence including an affidavit that all indebtedness has been paid, that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures, or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied. In addition, Contractor shall provide Developer with a consent to final payment from the payment bond surety.

(n) **Encumbrances.** Upon completion and final acceptance of the Public Improvements by the City, the Public Improvements shall become the property of the City free and clear of all liens, claims, charges, or encumbrances of any kind. If, after acceptance of the Public Improvements, any claim, lien, charge, or encumbrance is made, or found to exist, against the Public Improvements, or land dedicated to the City to which they are affixed, the Developer and Contractor shall upon notice by the City promptly cause such claim lien, charge, or encumbrance to be satisfied and released or promptly post a bond with the City in the amount of such claim, lien, charge, or encumbrance, in favor of the

City, to ensure payment of such claim, lien, charge, or encumbrance.

(o) **Covenants of City of Denton.** Upon proper completion of the Public Improvements in accordance with this Agreement, the City agrees to accept the Public Improvements.

ARTICLE III
TERMINATION

1. **Termination.** This Agreement may be terminated upon any one of the following:

   (a) By written agreement of the Parties; or

   (b) By the City for convenience and in its sole discretion.

ARTICLE IV
MISCELLANEOUS

1. **Agreement Controlling.** The provisions of this Agreement shall control over any conflicting provision of any contract between the Developer and Contractor as to the construction of the Public Improvements.

2. **Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

3. **Assignment.** This Agreement shall not be assigned by the Parties.

4. **Nexus and Rough Proportionality.** The Developer acknowledges and agrees that there is a reasonable nexus between the demands created by the Development and the Public Improvements, and that the costs associated with the construction and dedication of land for the Public Improvements is roughly proportional to the benefits received and the burdens imposed by the Development. **THE DEVELOPER SHALL**

INDEMNIFY AND HOLD THE CITY HARMLESS AGAINST ANY CLAIM BY IT OR OTHERS CLAIMING THROUGH IT, THAT THE REQUIRED PUBLIC IMPROVEMENTS AND ASSOCIATED DEDICATION OF LAND ARE UNLAWFUL EXACTIONS.

5. **Venue and Governing Law.** The Parties herein agree that this agreement shall be enforceable in Denton County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Denton County, Texas. The terms and provisions of this agreement shall be construed in accordance with the laws of the State of Texas, and the Charter, Ordinances, Rules, and Regulations of the City.

6. **Successor and Assigns.** This Contract shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

7. **Authority to Execute.** The City, Developer, and Contractor hereby warrant to the other that the person signing below is authorized on behalf of its respective corporation or government entity and is signing in the capacity to authorize and bind such Parties under the terms and conditions as set forth herein.

8. **Amendments and Waivers.** Any provisions of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the City's Director of Development Services, or their designee, and the Developer. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, expect as otherwise provided in this section.

9. **Notices.** Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic mail confirmed by mailing written confirmation at substantially the same time as such electronic mail, or personally delivered to an officer of the receiving party at the following addresses:

City of Denton
c/o Development Services
401 N. Elm Street
Denton, TX 76201
development@cityofdenton.com

Developer:

_____

_____

_____

_____

_____

Contractor:

_____

_____

_____

_____

_____

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic mail shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by the City, or the Developer, as the case may be.

10. **Point of Contact.** Each Party shall designate a "Project Manager" who shall be the principal point of contact between the Parties for all matters relating to the Development. A Party may designate a new Project Manager by notice to the other Parties using the options provided in Section IV.9.

11. **Incorporation of Recitals.** The above recitals are hereby incorporated into this

Contract as if fully set forth herein.

12. **INDEMNIFICATION.** **THE DEVELOPER AND CONTRACTOR SHALL AND HEREBY DO INDEMNIFY, DEFEND, AND SAVE HARMLESS, THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME, AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED AS SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF THE OPERATIONS OF THE DEVELOPER, CONTRACTOR, THEIR AGENTS, EMPLOYEES, OR SUBCONTRACTORS; OR ON ACCOUNT OF ANY NEGLIGENT ACT OF FAULT OF THE DEVELOPER, CONTRACTOR, THEIR AGENTS, EMPLOYEES, OR SUBCONTRACTORS IN CONSTRUCTION OF THE IMPROVEMENTS OR DAMAGE TO EXISTING CITY INFRASTRUCTURE DUE TO CONSTRUCTION AND RELATED ACTIVITIES OF THE PUBLIC IMPROVEMENTS; AND SHALL PAY ANY JUDGMENT, WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE CITY GROWING OUT OF SUCH INJURY OR DAMAGE.**

13. **Severability.** In the event that any provision or portion of this Contract shall be found to be illegal, invalid, or unenforceable, then such provision or portion shall be amended by the Parties in compliance with applicable law. The illegality, invalidity, or unenforceability of any provision or potion of this Contract shall not affect in any way the legality, validity, or enforceability of any other provision or portion of this Contract.

[Signature Pages to Follow]

DEVELOPER

Developer Name:

By:_____

Printed Name: _____

Title: _____

Date Signed: _____

CONTRACTOR

Contractor Name:

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

CITY OF DENTON

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

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

Signature: _____

Printed Name: _____

Title: _____

Exhibit F

Maintenance, Payment, and Performance Bond

Rev. April 21, 2026

PROJECT NO._____

CONTRACT TYPE _____

BOND NO._____

MAINTENANCE BOND

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS: that_____ of the City of _____, County of _____, State of _____ (the "Principal" or "Contractor"), and_____ ("Surety") organized and existing under the laws of the State of _____and fully licensed to transact business in the State of Texas as surety are held and firmly bound unto the City of Denton, Texas, a Municipal Corporation, organized and existing under the laws of the State of Texas ("City") in the penal sum of _____dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City of Denton, Texas, dated the ____ day of _____, 20___, to which said contract is hereby referred to and made a part hereof as if fully set forth herein (the "Contract"), to furnish all materials, equipment labor, and other accessories as defined by law, in the prosecution of the Public Improvements, as defined in the Contract and designated as _____ _____; and

NOW THEREFORE, the Principal binds itself to use such materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by the City as defined in the Contract, the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of the final acceptance of the work by the City, the Principal binds itself to repair or reconstruct the said improvements in whole or in part at any time within said period and that it will, upon receiving notice, repair or reconstruct said improvements from the date of such notice as the City shall determine to be necessary. If said Principal does not repair or reconstruct the improvements within the time period designated, then the City shall be entitled to have said repairs made and charge said Principal and/or Surety the cost of the same under the terms of this Maintenance Bond.

NOW, THEREFORE, the condition of this obligation is such that the Surety guarantees the Project against defective workmanship and materials during the maintenance period set forth herein; that Principal shall keep and perform its said work and keep the same in repair for the said maintenance period of two (2) years, as provided; and, **THAT PRINCIPAL HOLDS HARMLESS AND INDEMNIFIES SAID CITY FROM ANY CLAIM OR LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY AND OCCURRING DURING THE PERFORMANCE OF SAID MAINTENANCE AND REPAIR OPERATION**, then these presents shall be null and void and have no further effect, but if default shall be made by said work or materials or Principal, then these presents shall remain in full force and effect, and the City shall have and recover from the Principal and Surety, jointly and severally, their heirs, administrators, executors, successors, and assigns, all damages, costs, and expenses. And in this regard, Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the City.

PROVIDED, HOWEVER, that Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this Maintenance Bond are intended to be in all respects in full and complete compliance with every law, charter, rule, or regulation that this Maintenance Bond may be subject to.

AND PROVIDED FURTHER, that the Surety, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Plans and Specifications accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed thereunder.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the Principal and Surety have each SIGNED and SEALED this instrument by duly authorized agents and officers on this___day of _____20___.

PRINCIPAL	**SURETY**
BY:_____	BY:_____
TITLE: _____	TITLE:_____
ADDRESS:_____	ADDRESS:_____

(SEAL)

The name and address of the Resident Agent of the Surety for delivery of notice and service of the process is:

_____

_____

NOTE: The date of the bond shall not pre-date the executed Development Contract. If the Resident Agent is not a corporation, list an individual's name.

Rev. April 21, 2026

PROJECT NO._____

CONTRACT TYPE_____

BOND NO._____

PAYMENT BOND

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS: that _____ of the City of _____, County of _____, State of _____, ("Contractor" or the "Principal"), and _____ ("Surety"), existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas as surety, are held and firmly bound unto the City of Denton, Texas, hereinafter referred to as "Beneficiary", in the penal sum of _____dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Beneficiary dated the ____ day of _____, 20___, to which said contract is hereby referred to and made a part hereof as if fully set forth herein (the "Contract"), to furnish all materials, equipment labor, and other accessories as defined by law, in the prosecution of the Public Improvements, as defined in the Contract and designated as _____; and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations, and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract

that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials, and specially fabricated materials performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the penal sum of the Payment Bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, Principal is required to furnish this Payment Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, and all other applicable laws, all rights and remedies on this Payment Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

PROVIDED FURTHER, that if any legal action be filed upon this Payment Bond, exclusive venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that the Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Plans and Specifications accompanying the same, shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder.

This Payment Bond is made and executed in compliance with the provisions of the Texas Government Code, Chapter 2253, and any other applicable statues of the State of Texas, and all liabilities on this Payment Bond shall be determined in accordance with said provisions to the same extent as if they were copied at length herein.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Texas to whom any requisite notices may be delivered and on whom service of

process may be had in matters arising out of such suretyship.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Principal and Surety have each SIGNED and SEALED this instrument by duly authorized agents and officers on this the_____day of_____20__.

PRINCIPAL	**SURETY**
BY:_____	BY:_____
TITLE:_____	TITLE: _____
ADDRESS:_____	ADDRESS:_____
_____	_____
_____	_____

(SEAL)

The name and address of the Resident Agent of the Surety for delivery of notice and service of the process is:

_____

_____

NOTE: The date of the Payment Bond shall not pre-date the executed Development Contract.
If the Resident Agent is not a corporation, list an individual's name.

Rev. April 21, 2026

PROJECT NO._____

CONTRACT TYPE_____

BOND NO._____

PERFORMANCE BOND

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS: that _____ of the City of _____, County of _____, State of _____, ("Contractor" or the "Principal"), and _____ ("Surety"), organized and existing under the laws of the State of _____and fully licensed to transact business in the State of Texas as surety, are held and firmly bound unto the City of Denton, Texas, a Municipal Corporation, organized and existing under the laws of the State of Texas hereinafter referred to as "Beneficiary", in the penal sum of_____ dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Beneficiary dated the ____ day of _____, 20___, to which said contract is hereby referred to and made a part hereof as if fully set forth herein (the "Contract"), to furnish all materials, equipment labor, and other accessories as defined by law, in the prosecution of the Public Improvements, as defined in the Contract and designated as _____; and

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said Contract in accordance with the Plans and Specifications as defined therein during the original term thereof, and any extension thereof

which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, **IF THE PRINCIPAL SHALL FULLY INDEMNIFY AND SAVE HARMLESS THE BENEFICIARY FROM ALL COSTS AND DAMAGES WHICH BENEFICIARY MAY SUFFER BY REASON OF FAILURE TO SO PERFORM HEREIN AND SHALL FULLY REIMBURSE AND REPAY BENEFICIARY OF ALL OUTLAY AND EXPENSE WHICH THE BENEFICIARY MAY INCUR IN MAKING GOOD ANY DEFAULT OR DEFICIENCY**, then this obligation shall be void; otherwise, it shall remain in full force and effect. Should the Principal fail to faithfully and strictly perform the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses, and liability that the Principal may suffer in consequence thereof.

PROVIDED, Principal is required to furnish this Performance Bond in order to comply with the provisions of Chapter 2253, Texas Government Code and all other applicable laws, all rights and remedies on this Performance Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

PROVIDED FURTHER, that if any legal action be filed on this Performance Bond, exclusive venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the Plans and Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Plans and Specifications.

This Performance Bond is made and executed in compliance with the provisions of the Texas Government Code, Chapter 2253, and any other applicable statues of the State of Texas, and all liabilities on this Performance Bond shall be determined in accordance with said provisions to the same extent as if they were copied at length herein.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

[Signature Page to Follow]

IN WITNESS WHEREOF, this instrument is executed by the Principal and the Surety this on this this the_____day of _____20_____.

_____	_____
PRINCIPAL	**SURETY**
BY:_____	BY:_____
TITLE:_____	TITLE:_____
ADDRESS:_____	ADDRESS:_____

(SEAL)

ATTEST:

_____
SECRETARY

The name and address of the Resident Agent of the Surety for delivery of notice and service of the process is:

_____

_____

NOTE: The date of the Performance Bond shall not pre-date the executed Development Contract. If the Resident Agent is not a corporation, list an individual's name.

Exhibit G

Escrow Agreement

EXHIBIT G

ESCROW & PAY AGENT AGREEMENT

This Escrow & Pay Agent Agreement (the "Escrow Agreement") is entered into as of _____, 2026, by and between the City of Denton, Texas a Texas home rule municipality (the "City"), American Escrow Company, a Texas corporation (the "Escrow Agent"), and, as beneficiary under this Escrow Agreement, Cole Ranch Improvement District No. 1 of Denton County, Texas (the "District" and, collectively with the City, the "Parties").

WHEREAS, the City, the District, Cole Ranch Development, LP and any of its affiliates and subsidiaries (the "Developer"), Hunter Ranch Improvement District No. 1 of Denton County, Texas ("HRID"), and HR 3200, LP ("Hunter Developer") entered into that certain Wastewater Utilities Cost Sharing Agreement (the "Cost Sharing Agreement"), effective as of _____, 2026; and

WHEREAS, the Cost Sharing Agreement, attached as **Exhibit A,** contains provisions regarding respective responsibilities and obligations of the City, the Developer, the District, HRID, and Hunter Developer related to the funding of the design and construction of the Required Facilities (as defined in the Cost Sharing Agreement), which involves the expansion of the construction of the Hickory Creek Wastewater Trunk Main; and

WHEREAS, pursuant to the Cost Sharing Agreement and this Escrow Agreement, the City shall deposit funding in the form of ready money or its equivalent ("Cash") into the Escrow Account (as defined below), representing the City Project Allocation Share (as defined in the Cost Sharing Agreement) for the Required Facilities; and

WHEREAS, pursuant to the terms of this Escrow Agreement, the Escrow Agent has agreed to hold such Cash in an ICS (IntraFi Cash Service) account with Texas Capital Bank and/or any account agreed to by the City, the District, and the Escrow Agent, which complies with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as applied to the Parties (the "Escrow Account"); and

WHEREAS, pursuant to, and subject to the terms and conditions of, the Cost Sharing Agreement and this Escrow Agreement, the District shall draw funds from the Escrow Account to be used to pay for the City Project Allocation Share of the Required Facilities. Now, Therefore,

FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, the City, the District, and Escrow Agent do mutually agree as follows:

Section 1: The recitals above are true and correct and are incorporated into this Escrow Agreement by reference. All capitalized terms used in this Escrow Agreement not otherwise defined herein shall have the meanings assigned to such terms in the Cost Sharing Agreement.

Section 2: The Parties hereby appoint Escrow Agent to serve as Escrow Agent as set forth herein, and the Escrow Agent hereby accepts and agrees to perform its obligations hereunder.

Section 3: Pursuant to the Cost Sharing Agreement, the City shall deposit Cash into the Escrow Account in the amounts, and within the time-periods, required by the Cost Sharing Agreement. The Escrow Agent shall account for the Cash deposited by the City pursuant to the Cost Sharing Agreement. Each time the City provides Cash to the Escrow Agent, the City shall provide a written notice to the Escrow Agent (with a contemporaneous copy to the District, the Developer, and Cole Developer) that identifies the applicable section of the Cost Sharing Agreement for which the deposit applies. Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt, or other paper or document, including but not limited to a Withdrawal Request and Certificate, delivered to or received by Escrow Agent from any party to this Escrow Agreement

Section 4: The Cash provided by the City hereunder to the Escrow Agent is owned by the City. Subject to the terms of this Escrow Agreement, such Cash shall be held by the Escrow Agent until the Termination Date (defined below). The District shall from time to time submit to the Escrow Agent Withdrawal Request and Certificates, substantially in the form attached hereto as **Exhibit B**, which describe the District's request for funds, identify from which funds are being withdrawn, and certify the following: (i) that the request for funds is solely to pay for the City Project Allocation Share, for the portion of the Required Facilities identified in the Withdrawal Request and Certificate; and (ii) that, for Costs that are for Soft Costs or Hard Costs, the District has reasonably determined that a certain amount of funds are needed, taking into consideration any Cash remaining from the proceeds of prior Withdrawal Requests, to pay for such Costs and that such Costs are reasonably estimated by the District to be due from the District to pay Costs for the Required Facilities expected to be incurred within 90 calendar days after the date the District signs the Withdrawal Request and Certificate. Escrow Agent does not represent or warrant that the funds deposited are or will be sufficient or adequate to pay any and all sums due either: (i) under any Withdrawal Request and Certificate; (ii) to anyone performing work or providing materials pursuant to the plans and specifications, or (iii) that the funds deposited are sufficient to complete the Required Facilities.

Section 5: The Escrow Agent is instructed to pay the District, by means of certified check or wire, the funds that are requested in the Withdrawal Request and Certificate within 5 business days of the date the Escrow Agent receives the Withdrawal Request and Certificate at the address shown in Section 7 below or wire instructions that are provided by the District to the Escrow Agent in writing. The Escrow Agent is instructed to draw funds from any Cash that has been deposited in the Escrow Account. Notwithstanding the forgoing, if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall notify all Parties of such conflict and shall take no action with respect to the Escrow Account and/or Withdrawal Request and Certificate until either: (a) Escrow Agent receives joint written instructions signed by the Parties, or (b) Escrow Agent receives a final court order directing the disposition of funds.

Section 6: The Escrow Agent is instructed to deposit all Cash received from the City in the Escrow Account to be held by the Escrow Agent for the benefit of the Parties and the District

in accordance with the terms and conditions of the Cost Sharing Agreement. All earnings and interest attributable to such Cash in the Escrow Account are owned by the City, and, upon written request from the City, shall be released by the Escrow Agent to the City or allocated by the Escrow Agent to Withdrawal Request and Certificate. The City shall provide, to Escrow Agent's satisfaction, a fully executed W-9 and Investment Letter to Escrow Agent before any investment of such Cash will be made.

Section 7: The Escrow Agent is instructed (i) within 3 business days of the City providing to the Escrow Agent Cash to provide written notice to the Parties, the Developer, and Cole Developer of the dollar amount of same, and (ii) upon written request from the Parties, to send statements, no more than once per month, to all Parties, the Developer, and Cole Developer, of the City's current balance stating any deposits into or disbursements from the Escrow Account. Notifications and submittals to all Parties, the Developer, and Cole Developer must be in writing and are deemed delivered on the earlier of the date actually received or the third business day following (a) deposit in a United States Postal Service post office or receptacle; (b) with proper postage (certified mail, return receipt requested); and (c) addressed to the applicable Party, the Developer, or Cole Developer at the address set forth below. In addition, upon request from any of the Parties to send notices through other methods (including electronic mail), the Escrow Agent is also instructed to send notice through such methods.

To District:	Cole Ranch Improvement District No. 1 of Denton County, Texas Attn: President, Board of Directors c/o Allen Boone Humphries Robinson LLP 4514 Cole Ave, Suite 1450 Dallas, Texas 75205 Email: srobinson@abhr.com
To Developer:	Cole Ranch Development LP Attn: Ms. Elizabeth York, Sr. Vice President and General Counsel 5005 Riverway, Suite 500 Houston, Texas 77056 E-mail: elizabeth@johnsondev.com
To HIRD:	Hunter Ranch Improvement District No. 1 of Denton County Attn: President, Board of Directors c/o Allen Boone Humphries Robinson LLP 4514 Cole Ave, Suite 1450 Dallas, Texas 75205 Email: sbapat@abhr.com
To Hunter Developer:	Attn: Mr. Andrew Pieper HR 3200, LP 3000 Turtle Creek Blvd. Dallas, Texas 75219 Email: Andrew.pieper@hillwood.com

with a copy to:	Attn: Michele Ringnald HR 3200, LP 3000 Turtle Creek Blvd. Dallas, Texas 75219 Email: michele.ringnald@hillwood.com
To City:	City of Denton Attn: City Manager 215 E. McKinney St. Denton, Texas 76201 Email: cmo@cityofdenton.com
To Escrow Agent:	American Escrow Company Attn: Jennifer Galubenski Webb 2626 Howell Street, 10th Floor Dallas, Texas 75204 Email: jwebb@republictitle.com

Section 8. Escrow Agent hereby agrees to hold the Cash in accordance with the terms of this Escrow Agreement and to disburse funds from the Escrow Account in strict accordance with the terms of this Escrow Agreement.

Section 9. As compensation for the Escrow Agent's services as Escrow Agent, the City and District shall be responsible to pay the Escrow Agent the fees set forth in the Escrow Agent's fee schedule attached as **Exhibit C** hereto.

Section 10: This Escrow Agreement shall terminate and any remaining Cash (and earnings and interest attributable to the Cash) shall be released and returned to the City within 5 business days after the earlier to occur of (such date, the "Termination Date") (a) January 1, 2029, or (b) the date on which the District notifies the Escrow Agent in writing that the District has provided the Required Facilities Final Accounting to the City.

Section 11. The City shall have the right to terminate this Escrow Agreement prior to the Termination Date determined in accordance with Section 10 above, with or without cause, upon 30 calendar days prior written notice to all Parties hereto; provided, however, that no such termination shall be effective until a successor escrow agent has been appointed and has accepted the duties of the Escrow Agent hereunder. If this Escrow Agreement is terminated prior to the Termination Date, then (a) the City shall promptly designate a substitute escrow agent, and (b) the Escrow Agent shall deliver to the successor escrow agent all remaining Cash (and earnings and interest attributable to the Cash) held by the Escrow Agent, and all books and records pertaining to the Escrow Agent's role as Escrow Agent hereunder.

Section 12. Escrow Agent shall have the right to resign at any time by giving 30 calendar days' advance written notice of such resignation to the other Parties, the Developer, and Cole Developer, specifying the effective date of such resignation. Within fifteen (15) calendar days after the City receives such notice, the City shall appoint a successor escrow agent to which the Escrow

Agent shall disburse the remaining Cash. If a successor escrow agent has not been appointed and has not accepted such appointment by the end of such 30-day period, Escrow Agent may either (a) interplead the Cash in the Escrow Account with a court of competent jurisdiction in Denton County, Texas for the appointment of a successor escrow agent; or (b) appoint a successor escrow agent of its own choice. Subject to the City's termination rights under Section 12, any such appointment of a successor escrow agent shall be binding upon the Parties. No such appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent incurs no liability for its compliance with any legal process, subpoena, writ, order, judgment, or decree of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside, or reversed.

Section 13. The Escrow Agent shall have only the duties and obligations expressly set forth in this Escrow Agreement, together with those rights, powers and privileges reasonably incident thereto. With respect to Escrow Agent's duties and obligations set forth herein, the Parties acknowledge and agree that if there is any conflict between this Escrow Agreement and the Cost Sharing Agreement, this Escrow Agreement shall control.

Section 14. This Escrow Agreement may be executed in counterparts and by facsimile, portable document format (PDF), and other electronic means, each of which shall be deemed an original and which together shall constitute one and the same agreement.

Section 15. This Escrow Agreement shall not be assignable without the consent of all Parties hereto.

Section 16. The terms and provisions of this Escrow Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their permitted successors and assigns.

Section 17. Escrow Agent acts hereunder as a depository only and Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct, and Escrow Agent shall have no duties to anyone except those signing this Escrow Agreement. Escrow Agent may consult with legal counsel, including in-house counsel, in the event of any dispute or questions as to the construction of the foregoing instructions, or Escrow Agent's duties hereunder.

Section 18. No amendment or changes to this Escrow Agreement shall become effective unless in writing and signed by the Escrow Agent and all of the Parties.

Section 19. The District only has the right to access the City's funds that have been deposited in the Escrow Account in accordance with this Escrow Agreement. Funds, if any, that the City currently or hereafter deposits or invests with the Escrow Agent in the Escrow Agent's capacity outside of this Escrow Agreement shall not be subject to the terms and conditions of this Escrow Agreement.

Section 20. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 21. Statutory Verifications

A. Pursuant to Section 2270.002, Texas Government Code, the Escrow Agent hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

B. The Escrow Agent hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

C. By signing and entering into this Agreement, Escrow Agent verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

D. By signing and entering into the Agreement, Escrow Agent verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[Signature Pages to Follow]

EXECUTED by the undersigned duly authorized officials and officers of the City and the District, on this the _____ day of _____, 2026.

CITY OF DENTON
A Texas Municipal Corporation

By: _____
SARA HENSLEY, CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

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

_____
Signature

_____
Title

_____
Department
Date Signed: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

THE DISTRICT (as beneficiary):

Cole Ranch Improvement District No. 1 of Denton County, Texas

By: _____
_____, Board of Directors

ATTEST:

By:_____
_____, Board of Directors

ESCROW AGENT:

By:_____
Name:_____
Title:_____

EXHIBIT A
COST SHARING AGREEMENT

EXHIBIT B
WITHDRAWAL REQUEST AND CERTIFICATE

Withdrawal Request and Certificate No. ___
Date: _____

To: American Escrow Company, Escrow Agent

Pursuant to the Cost Sharing Agreement that is referenced in the Escrow & Pay Agent Agreement, I, _____, the undersigned officer of the Board of Directors of the District, request to withdraw $_____ from the City of Denton's Escrow Account, in accordance with the attached schedule of expenditures for the Required Facilities.

I certify the following: (i) that the request for funds is solely to pay for the City's Project Allocation Share for the Required Facilities; and (ii) that, for Costs that are for Soft Costs or Hard Costs, I have reasonably determined that the funds being withdrawn hereby are needed to pay for such Costs and that such Costs are reasonably estimated to be due from District to pay Consultants or the Contractor within 90 calendar days after the date of this Withdrawal Request and Certificate.

Capitalized terms used herein shall have the same meaning given to such terms in the Cost Sharing Agreement that is referenced in the Escrow & Pay Agent Agreement.

AGREED TO AND CERTIFIED BY, AS OF THE DATE SET FORTH ABOVE:

THE DISTRICT:

Cole Ranch Improvement District No. 1 of Denton County, Texas

By: _____
_____, Board of Directors

ATTEST:

By:_____
_____, Board of Directors

EXHIBIT C
ESCROW AGENT'S FEE SCHEDULE

The Escrow Agent's fee is $500 per draw of the Escrow Account. Upon request, the Escrow Agent will deliver to the City and the District an invoice for such fees following a Withdrawal Request.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **May 5, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas directing the publication of Notice of Intention to issue $82,000,000 in principal amount of Certificates of Obligation of the City of Denton for General Government and Solid Waste projects; and providing an effective date. The Public Utilities Board recommends approval (5-0).

BACKGROUND

The Board's review of this item includes consideration of only Solid Waste capital projects.

This ordinance provides the Notice of Intention (NOI) to issue $82,000,000 of Certificates of Obligation (CO) of the City of Denton for Solid Waste projects, as required by state law. The notice will be published once a week for two consecutive weeks in the Denton Record Chronicle, with the date of the first publication to be at least forty-six (46) days before the date tentatively set for the passage of the ordinance authorizing the issuance of the bonds. The notice will also be posted on the City's website.

Staff recommends the sale of $82,000,000 in COs for General Government and Solid Waste. Below is a list of recommended CO funded projects for FY 2025-26 CIP.

General Government Projects	Reimbursement Ordinance	Notice of Intent
Solid Waste Fleet Shop FF&E (Int. Svc. - Fleet)	$ 500,000	$ 500,000
End User Computing (Technology Services)	712,400	-
Radios & Modems (Tech Services)	1,900,430	1,900,430
Infrastructure Replacement (Tech Services)	1,745,527	1,745,527
Citywide Fiber Replacement (Tech Services)	1,875,000	1,875,000
Internal Service Total	**$ 6,733,357**	**$ 6,020,957**
Vehicle Replacement - General Fund (Motorpool)	$ 5,564,000	$ 5,564,000
Security Video Surveillance Upgrades (Facilities)	250,000	-
Facilities ADA Upgrades (Facilities)	1,900,000	1,900,000
Capital Replacements (Facilities)	4,000,000	4,000,000
Facility Condition Maintenance (Facilities)	4,000,000	4,000,000
Adjacency Remodels (Facilities)	50,000	-

	Reimbursement Ordinance	Notice of Intent
Parking Lot Replacements (Facilities)	1,825,000	1,825,000
Generator Project (Facilities)	100,000	-
Linda McNatt Animal Shelter (Facilities)	4,500,000	4,500,000
Fire Station 5 (Facilities)	400,000	400,000
Fire Station 6 (Facilities)	1,100,000	1,100,000
Briarcliff Park (Parks)	1,375,000	1,375,000
Traffic Signal Cabinets (Traffic)	208,000	-
Traffic Signal Design and Rebuilds (Traffic)	1,950,000	1,950,000
ADA Transition Plan Improvements (Transportation)	2,500,000	2,000,000
HSIP Projects (Transportation)	500,000	500,000
Road Safety Improvements (Transportation)	2,500,000	2,500,000
Ryan Road Widening (Streets)	1,000,000	1,000,000
Elm / Locust Phase 2 (Streets)	1,000,000	1,000,000
Neighborhood 2&6 (Streets)	6,500,000	6,500,000
Neighborhood 1B (Streets)	6,800,000	6,800,000
Bonnie Brae Phase 3 (Streets)	2,500,000	2,500,000
Westgate Drive Phase 2 (Streets)	3,875,473	3,875,473
Bonnie Brae Phase 6 (Drainage)	300,000	300,000
Westgate Drive Phase 2 (Drainage)	1,725,965	1,725,965
Elm / Locust Phase 2 (Drainage)	2,000,000	2,000,000
Westgate Drive Phase 1 (Drainage)	390,840	390,840
General Government Total	**$ 58,814,278**	**$ 57,706,278**
Solid Waste Projects		
Vehicles - Replacements	$ 3,801,000	$ 2,965,000
Vehicles - New Additions	448,000	448,000
Organics Program Infrastructure	14,000,000	14,000,000
Solid Waste Total	**$ 18,249,000**	**$ 17,413,000**
Total General Government & Solid Waste CO Notice of Intentions		**$ 81,140,235**

The City sells bonds in accordance with the useful life of the asset that is being acquired. For example, vehicles are typically purchased with bond proceeds that will be repaid within five years. For the FY 2025-26 proposed debt issuance for General Government and Solid Waste COs: $8,977,000 will be 5-year debt, $1,900,430 will be 10-year debt and $70,262,805 will be 20-year debt.

Concurrently with the sale of COs for General Government and Solid Waste, the City anticipates the sale of approximately $44,223,000 in General Obligation Bonds (GO) to fund the 2023 Bond Program and approximately $217,314,533, excluding pricing flexibility and capitalized interest, in COs for Water, Wastewater and Electric.

If approved by the City Council, staff will proceed with the publication of the Notice of Intention and will schedule the Bond Ordinance consideration and adoption for July 14, 2026. The bond ordinance will dictate the parameters of the bond sale. Under such an arrangement, staff will be permitted to execute the bond sale within six (6) months of July 14, 2026, provided certain interest rate parameters are met.

RECOMMENDATION
Staff recommends adoption of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
On October 21, 2025, the City Council adopted a reimbursement ordinance (Ord. No. 25-1624) authorizing the reimbursement of capital program expenditures of $109,770,635 in GO and $274,227,583 in CO funded projects for General Government, Solid Waste, Electric, Water and Wastewater.

FISCAL INFORMATION
The ordinance is for the authorization to publish the Notice of Intention to sell $82,000,000 of Certificates of Obligation for General Government and Solid Waste projects. A notice is only required for Certificates of Obligation.

EXHIBITS
1. Agenda Information Sheet
2. Ordinance
3. Presentation

Respectfully submitted:
Matt Hamilton
Chief Financial Officer

Prepared by:
Randee Klingele
Treasury Manager

ORDINANCE NO. 26-___

AN ORDINANCE OF THE CITY OF DENTON, TEXAS DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE $82,000,000 IN PRINCIPAL AMOUNT OF CERTIFICATES OF OBLIGATION OF THE CITY OF DENTON FOR GENERAL GOVERNMENT AND SOLID WASTE PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is deemed necessary and advisable that the Notice of Intention to Issue Certificates of Obligation be given as hereinafter provided; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. That attached hereto is a form of "NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION OF THE CITY OF DENTON", the form and substance of which are hereby adopted and approved, and made a part of this Ordinance for all purposes.

SECTION 2. That the City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be published once a week for two consecutive weeks in a newspaper of general circulation in the City, with the date of the first publication to be at least forty-six (46) days before the date tentatively set for the passage of the Ordinance authorizing the issuance of such Certificates of Obligation. And further that the City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be posted continuously on the City's Internet website for at least 45 days before the date tentatively set for the passage of the Ordinance authorizing the issuance of the Certificates of Obligation.

SECTION 3. That for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended, the City has currently designated $934,290,000 in principal amount of the following $1,456,670,000 of outstanding debt obligations as self-supporting debt, provided that such designated amount may be changed from time to time:

- Certificates of Obligation, Series 2014
- General Obligation Refunding and Improvement Bonds, Series 2014
- Certificates of Obligation, Series 2015
- General Obligation Refunding and Improvement Bonds, Series 2015
- Certificates of Obligation, Series 2016
- General Obligation Refunding and Improvement Bonds, Series 2016
- General Obligation Refunding Bonds, Series 2016
- Certificates of Obligation, Series 2017
- General Obligation Refunding and Improvement Bonds, Series 2017
- Certificates of Obligation, Series 2018
- General Obligation Bonds, Series 2018
- Certificates of Obligation, Series 2018A

- Certificates of Obligation, Series 2019
- General Obligation Refunding and Improvement Bonds, Series 2019
- Certificates of Obligation, Series 2020
- General Obligation Refunding and Improvement Bonds, Series 2020
- General Obligation Refunding Bonds, Series 2020A
- Certificates of Obligation, Series 2021
- General Obligation Bonds, Series 2021
- Certificates of Obligation, Series 2022
- General Obligation Refunding and Improvement Bonds, Series 2022
- Certificates of Obligation, Series 2023
- General Obligation Refunding and Improvement Bonds, Series 2023
- Certificates of Obligation, Series 2024
- General Obligation Refunding and Improvement Bonds, Series 2024
- Certificates of Obligation, Series 2025
- General Obligation Refunding and Improvement Bonds, Series 2025
- Extendable Commercial Paper Notes, Series A

SECTION 4. 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 5th day of May, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller Digitally signed by Susan Keller Date: 2026.04.13 15:40:56 -05'00'

THE STATE OF TEXAS :

COUNTY OF DENTON :

CITY OF DENTON :

NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION
OF THE CITY OF DENTON
(GENERAL GOVERNMENT AND SOLID WASTE PROJECTS)

THE CITY OF DENTON, in Denton County, Texas, hereby gives notice of its intention to issue CITY OF DENTON CERTIFICATES OF OBLIGATION, in accordance with the Certificate of Obligation Act of 1971, as amended and codified, and other applicable laws, in the maximum principal amount of $82,000,000 for the purpose of paying all or a portion of the City's contractual obligations incurred pursuant to contracts for the purchase, construction and acquisition of certain real and personal property, to wit: (a) acquisition of vehicles and equipment for the fire, police, building inspections, community improvement services, animal services, streets and traffic control, facilities management, airport, technology services, fleet management, warehouse management, and parks and recreation departments; (b) renovations to, and equipping of, existing municipal buildings, including the acquisition and installation of replacement heating, venting and air conditioning equipment, roofing, flooring and parking facilities; (c) acquiring, constructing and installing building security systems, including security system technology equipment and software, for municipal buildings; (d) constructing, reconstructing, renovating, installing and equipping municipal parks; (e) acquisition and installation of technology equipment, including radio equipment, computer equipment and software, and fiber replacement, for various municipal departments; (f) constructing and improving streets, including traffic signalization, landscaping, drainage, sidewalks, utility line relocations and the acquisition of land and rights-of-way therefor; (g) acquisition of equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, the City's drainage and storm sewer systems; (h) acquisition of vehicles and equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, the City's solid waste disposal system; (i) acquisition of equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, public safety facilities for the fire department and (j) acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to the Linda McNatt Animal Care & Adoption Center; and also for the purpose of paying all or a portion of the City's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with said projects and said Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from certain surplus revenues derived by the City from the ownership and operation of the City's Utility System (consisting of the City's combined waterworks system, wastewater system and electric light and power system). The City Council of the City tentatively proposes to authorize the issuance of such Certificates of Obligation, in one or more series, at a meeting commencing at 6:30 p.m. on July 14, 2026, in the City Council room at the Municipal Building (City Hall), 215 E. McKinney, Denton, Texas. In the event the City Council will be unable to meet at the Municipal Building (City Hall) on July 14, 2026, the City will post on its website, **www.cityofdenton.com**, information for persons to attend the meeting by telephone, teleconference or other electronic means.

The maximum interest rate for such Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for such Certificates of Obligation is February 15, 2056, and the estimated combined principal and interest required to pay such Certificates of Obligation to be authorized on time and in full is $115,879,767.

The City has separately provided notice of its intention to also issue additional Certificates of Obligation in the maximum principal amount of $243,000,000 for water system, wastewater system and electric system projects (the "Utility System Certificates of Obligation"). The maximum interest rate for the Utility System Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for the Utility System Certificates of Obligation is February 15, 2056, and the estimated combined principal and interest required to pay the Utility System Certificates of Obligation to be authorized on time and in full is $419,666,868.

The City currently has outstanding debt obligations secured by and payable from ad valorem taxes (not including $934,290,000 principal amount of outstanding debt obligations the City has designated as self-supporting debt) equal to $522,380,000 in principal amount and $713,416,156 in combined principal and interest required to pay such outstanding debt obligations on time and in full. The City reasonably expects to pay self-supporting debt obligations from revenue sources other than ad valorem taxes, provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Ordinance No. 26-___ designating certain outstanding debt obligations of the City as self-supporting for purposes of Texas Local Government Code, Subchapter C of Chapter 271 is available upon request to the City at the address noted above.

CITY OF DENTON, TEXAS

By: Ingrid Rex, City Secretary



FY
2025-2026

Notice of Intentions

May 5, 2026 ID's 26-0323; 26-0324

Purpose of Notice of Intention

- State Law requires the publication of a Notice of Intent to issue Certificates of Obligation (COs). *(Texas Local Government Code, Chapter 271, Subchapter C – Certificate of Obligation Act)*
- The notice must be published in a newspaper of general circulation in the City (Denton Record Chronicle) and on the City's website.
- Publication must be once a week for two consecutive weeks.
- Passage of Bond Ordinance authorizing the sale of COs must be at least 46 days after the date of the first publication.

General Government Projects

	Reimbursement Ordinance	Notice of Intent
Fleet Management Improvements	$ 500,000	$ 500,000
Technology Services Improvements	6,233,357	5,520,957
Facility Improvements	12,125,000	11,725,000
Linda McNatt Animal Shelter	4,500,000	4,500,000
Fire Station 5	400,000	400,000
Fire Station 6	1,100,000	1,100,000
Parks Improvements	1,375,000	1,375,000
Traffic/Transportation Improvements	7,658,000	6,950,000
Fleet Vehicle/Equipment Replacements	5,564,000	5,564,000
Drainage Improvements	4,416,805	4,416,805
Streets Roadway Improvements	21,675,473	21,675,473
General Government CO Total	$ 65,547,635	**$ 63,727,235**

Detailed project list is provided in the Agenda Information Sheet

Solid Waste Projects

	Reimbursement Ordinance	Notice of Intent
Organics Program Infrastructure	$ 14,000,000	$ 14,000,000
Vehicles - Replacements	3,801,000	2,965,000
Vehicles - New Additions	448,000	448,000
Solid Waste Total	$ 18,249,000	**$ 17,413,000**

General Government and Solid Waste Total Notice of Intention

General Government	$ 63,727,235
Solid Waste	17,413,000
Pricing Flexibility	859,765
Total General Government & Solid Waste	**$ 82,000,000**

Utility Projects – Water

	Reimbursement Ordinance	Notice of Intent
Booster Pump Stations	$ 612,000	$ 1,000,000
Field Service Replacement	562,530	1,050,000
Oversize Water Lines	2,603,881	5,000,000
Replace Lines	10,625,000	11,685,000
Taps, Fire Hydrants, & Meters	5,752,800	3,799,130
Plant Improvements	21,303,050	12,272,750
Transmission Lines	14,192,280	10,167,280
Water Total	$ 55,651,541	**$ 44,974,160**

Detailed project list is provided in the Agenda Information Sheet

Utility Projects - Wastewater

	Reimbursement Ordinance	Notice of Intent
Collection System Upgrade	$ 5,310,630	$ 8,949,620
Lift Station Improvements	14,458,500	5,500,000
Facility Improvements	12,750	25,000
Oversize Lines	4,345,200	4,345,200
Taps, Fire Hydrants, & Meters	128,010	201,510
Replace Lines	59,114,864	31,232,580
Plant Improvements	58,522,500	63,651,875
Wastewater Total	$ 141,892,454	**$ 113,905,785**

Detailed project list is provided in the Agenda Information Sheet

Utility Projects - Electric

	Reimbursement Ordinance	Notice of Intent
Automated Meter Reading	$ 1,805,000	$ 1,805,000
Distribution Substations	8,210,000	10,902,510
Distribution Transformers	10,000,000	18,816,490
Feeder Extensions & Improvements	11,075,338	8,399,338
New Residential & Commercial	8,315,250	6,795,250
Power Factor Improvement	300,000	291,000
Street Lighting	650,000	460,000
Transmission Lines	5,770,000	1,500,000
Transmission Substations	2,400,000	900,000
Technology - Software & Hardware	4,409,000	4,000,000
Electric Relocation	5,500,000	4,565,000
Electric Total	$ 58,434,588	**$ 58,434,588**

Detailed project list is provided in the Agenda Information Sheet

Total Utilities Notice of Intention

Water	$	44,974,160
Wastewater		113,905,785
Electric		58,434,588
Capitalized Interest*		23,000,000
Issuance Cost & Pricing Flexibility**		2,685,467
Total Utility System	**$**	**243,000,000**

*Water Utilities interest coverage while construction is underway.

**Shared with GO Bond Sale.

Next Steps

- **June 22, 2026**
  - PUB considers approval of bond ordinance authorizing the sale of Certificates of Obligation.
- **July 14, 2026**
  - Council considers approval of bond ordinances authorizing the sale of both General Obligation bonds and Certificates of Obligation.
- **July 22, 2026**
  - Preliminary date of sale.
- **August 20, 2026**
  - Preliminary date of close and delivery of funds.

Questions



May 5, 2026 ID’s 26-0323; 26-0324

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Christine Taylor**

DATE: **May 5, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas directing the publication of Notice of Intention to issue $243,000,000 in principal amount of Certificates of Obligation of the City of Denton for Waterworks and Wastewater System and Electric System projects; and providing an effective date. The Public Utilities Board recommends approval (5-0).

BACKGROUND

This ordinance provides the Notice of Intention (NOI) to issue $ 243,000,000 of Certificates of Obligation (CO) of the City of Denton for Water, Wastewater and Electric System projects, as required by state law. The notice will be published once a week for two consecutive weeks in the Denton Record Chronicle, with the date of the first publication to be at least forty-six (46) days before the date tentatively set for the passage of the ordinance authorizing the issuance of the bonds. The notice will also be posted on the City's website.

The principal amount has an additional $25.685 million included for two purposes. $2.685 million is for issuance costs and to allow flexibility in marketing and pricing the bond sale. Issuance costs are shared between the General Obligation (GO) and CO Bond Sale. The remaining $23 million is capitalized interest to cover interest payments during early years of the Water Utilities projects, while construction is underway and project revenues are not yet available.

Staff recommends the sale of $243,000,000 in COs for Water, Wastewater and Electric System. Changes to material pricing and project requirements for large projects were compared to the initial 2025 scopes and pricing in developing the NOI project list. After evaluating project schedules and cash flow projections, Water Utilities identified a lower funding need in the current fiscal year. And an overall review of Electric's capital projects resulted in a shifting of project dollars without producing a reduction of NOI project dollars.

Below is a list of recommended Water, Wastewater and Electric System CO funded projects for FY 2025-26.

Water Project Details	Reimbursement Ordinance	Notice of Intent
Supplement to Bond Election 2019 Projects - Neighborhood 1B	3,500,000	3,500,000
Supplement to Bond Election 2019 Projects - Neighborhood 2 & 6	500,000	500,000
McKenna Park BPS Rehab & Fence Replacement	510,000	1,000,000
Emergency Generator Evaluation	102,000	-
Annual Field Service Replacements	562,530	1,050,000
Oversize Participation Agreements	2,603,881	5,000,000
LCR (Lead and Copper Rule) Compliance	510,000	1,000,000
LCR (Lead and Copper Rule) Remediation	255,000	1,000,000

Water Distribution Replacement Program	1,275,000	2,500,000
Bonnie Brae (Phase 6)	1,800,000	1,800,000
Bonnie Brae (Phase 3)	775,000	775,000
PEC Phase 3/4 Water Upgrades	1,500,000	100,000
Westgate Road (Phase 2)	510,000	510,000
Water Taps	161,670	308,000
Fire Hydrant Installs	32,130	32,130
Water Meters	459,000	459,000
AMI/AMR Replacements	5,100,000	3,000,000
Sampling Station Upgrades	102,000	102,000
Large Valve Replacements	65,280	65,280
Transmission Line Condition Assessment	510,000	-
Transmission Line Condition Repairs	510,000	1,000,000
Ray Roberts Parallel 60" Transmission Line	255,000	500,000
24" Robson Ranch Transmission Main ((D-1))	4,080,000	600,000
WMP Projects 17 & 20	7,650,000	7,650,000
12/16" US 380 Water Line (Project 27)	1,020,000	250,000
Roselawn Elevated Storage Tank Improvements	1,927,800	200,000
Riney Road Tank Painting & Lighting Improvement	255,000	-
SCADAOT/IT Delineation	127,500	250,000
Pump Station CIP-CI2 Conversion	51,000	100,000
NW EST Tank Painting	255,000	-
SWBPS - AC System Replacement	25,500	50,000
Lake Lewisville Raw Water Station Rehab	1,020,000	2,000,000
RRWTP Capacity Rerate and Performance Upgrades	9,100,000	1,000,000
RRWTP Disinfection Conversion and Chemical Improvements	2,295,000	1,500,000
RRWTP Raw Water Line Cleaning for Zebra Mussels	153,000	-
RRWTP Raw Water Bldg. Electric Room AC Replacement	12,750	12,750
RRWTP Ozone Generator Cleaning	280,500	550,000
RRWTP Automated Source Water Monitoring	51,000	100,000
LLWTP Sludge Dewatering Improvement Project	3,250,000	3,250,000
LLWTP Filter Media Replacement	510,000	510,000
LLWTP LAS Bulk Storage Capacity Redesign	255,000	-
LLWTP DME Pond Infill	204,000	-
LLWTP High Service Pump Station	127,500	-
LLWTP Condition Assessment & DPR Study	1,224,000	2,400,000
LLWTP Ozone Building AC Installation - ASAP	102,000	200,000
LLWTP Plant Electrical Building AC Replacement	25,500	50,000
LLWTP Automated Source Water Monitoring	51,000	100,000
Water Total	**$ 55,651,541**	**$ 44,974,160**

Wastewater Project Details	**Reimbursement Ordinance**	**Notice of Intent**
Milam Creek Basin Wastewater Line and Lift Station	$ 4,258,500	$ 1,000,000
Hobson Lift Station Force Main Replacement	255,000	500,000
Cooper Creek Lift Station Improvement Project	3,621,000	1,000,000
Robson West Lift Station	5,814,000	2,000,000
Lift Station Replacement	510,000	1,000,000

Beneficial Reuse Concrete Improvement	12,750	25,000
12/15-inch Robson Ranch Interceptor (HC: O-4)	949,620	949,620
Pipe/Force Main Condition Assessment	281,010	-
21/27/30-inch Roark Branch Interceptor Phase 2 (HC: D-4)	4,080,000	8,000,000
Clear Creek Water Reclamation Plant (CCWRP)	2,040,000	4,000,000
Hickory Creek Water Reclamation Plant Ph 1 (HC: O-1, O-2, O-5)	2,550,000	1,000,000
Hickory Creek Peak Flow Basin Improvements	2,295,000	2,295,000
Hickory Creek Force Main Replacement	510,000	510,000
PCWRP Expansion to 26 MGD and 75 MGD Headworks	51,000,000	55,596,875
SCADA/HMI Upgrade Water Rec	127,500	250,000
Supplement to Bond Election 2019 Projects - Neighborhood 1B	3,500,000	3,500,000
Oversize Participation	4,345,200	4,345,200
Wastewater Taps	51,510	51,510
Manhole Repair/Replace/Lining	76,500	150,000
Clear Creek Interceptor	39,478,784	10,000,000
Annual Field Service Replacements	562,020	562,020
Collector Replacement Program	1,275,000	2,500,000
Cole Ranch Interceptor	3,187,500	6,250,000
Lakeview Ranch Interceptor	717,060	717,060
North Masch Branch Sewer	-	3,060,000
Masch Sewer Line Replacement	306,000	-
PEC Phase 3/4 Sewer Upgrades	1,000,000	400,000
Hickory Creek Interceptor IV	3,060,000	-
Private Laterals Replacement	25,500	25,500
Robson Ranch Wastewater Improvement Project Phase I & II	1,785,000	-
Mingo/Ruddell/Quiet Zone Sewer Upgrades	918,000	918,000
Bonnie Brae (Phase 3)	3,300,000	3,300,000
Wastewater Total	**$ 141,892,454**	**$ 113,905,785**

Electric Project Details	**Reimbursement Ordinance**	**Notice of Intent**
Distribution Substations	$ 8,210,000	$ 10,902,510
Transmission Substation	2,400,000	900,000
Distribution Transformers	10,000,000	18,816,490
Automated Meter Reading	1,805,000	1,805,000
Feeder Extension and Improve	11,075,338	8,399,338
New Residential and Commercial	8,315,250	6,795,250
Power Factor Improvement	300,000	291,000
Street Lighting	650,000	460,000
Transmission Lines	5,770,000	1,500,000
Technology - Software/Hardware	4,409,000	4,000,000
Electric - Relocations	5,500,000	4,565,000
Electric Total	**$ 58,434,588**	**$ 58,434,588**

Total CO Projects for Water, Wastewater and Electric	**$ 255,978,583**	**$ 217,314,533**

The City sells bonds in accordance with the useful life of the asset that is being acquired. For example, vehicles are typically purchased with bond proceeds that will be repaid within five years. For the FY 2025-26 proposed debt issuance for Water, Wastewater and Electric System COs: $4,000,000 will be 10-year debt, $115,571,035 will be 20-year debt, and $97,743,498 will be 30-year debt.

If approved by the City Council, staff will proceed with the publication of the Notice of Intention and will schedule the Bond Ordinance consideration and adoption for July 14, 2026. The bond ordinance will dictate the parameters of the bond sale. Under such an arrangement, staff will be permitted to execute the bond sale within six (6) months of July 14, 2026, provided certain interest rate parameters are met.

RECOMMENDATION

Staff recommends adoption of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On October 21, 2025, the City Council adopted reimbursement ordinance (Ord. 24-1664) authorizing the reimbursement of capital program expenditures of $109,770,635 in GO and $274,227,583 in CO funded projects for General Government, Solid Waste, Electric, Water and Wastewater.

FISCAL INFORMATION

The ordinance is for the authorization to publish the Notice of Intention to sell $243,000,000 of Certificates of Obligation for Water, Wastewater and Electric System projects. A notice is only required for Certificates of Obligation.

EXHIBITS

1. Agenda Information Sheet
2. Ordinance
3. Presentation

Respectfully submitted:
Matt Hamilton
Chief Financial Officer

Prepared by:
Randee Klingele
Treasury Manager

ORDINANCE NO. 26-___

AN ORDINANCE OF THE CITY OF DENTON, TEXAS DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE $243,000,000 IN PRINCIPAL AMOUNT OF CERTIFICATES OF OBLIGATION OF THE CITY OF DENTON FOR WATERWORKS AND WASTEWATER SYSTEM AND ELECTRIC SYSTEM PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is deemed necessary and advisable that the Notice of Intention to Issue Certificates of Obligation be given as hereinafter provided; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. That attached hereto is a form of "NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION OF THE CITY OF DENTON", the form and substance of which are hereby adopted and approved, and made a part of this Ordinance for all purposes.

SECTION 2. That the City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be published once a week for two consecutive weeks in a newspaper of general circulation in the City, with the date of the first publication to be at least forty-six (46) days before the date tentatively set for the passage of the Ordinance authorizing the issuance of such Certificates of Obligation. And further that the City Secretary shall cause said NOTICE, in substantially the form attached hereto, to be posted continuously on the City's Internet website for at least 45 days before the date tentatively set for the passage of the Ordinance authorizing the issuance of the Certificates of Obligation.

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 5th day of May, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller _____
Digitally signed by Susan Keller
Date: 2026.04.13 15:42:40 -05'00'

THE STATE OF TEXAS :

COUNTY OF DENTON :

CITY OF DENTON :

NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION
OF THE CITY OF DENTON
(WATERWORKS AND WASTEWATER SYSTEM AND ELECTRIC SYSTEM PROJECTS)

THE CITY OF DENTON, in Denton County, Texas, hereby gives notice of its intention to issue CITY OF DENTON CERTIFICATES OF OBLIGATION, in accordance with the Certificate of Obligation Act of 1971, as amended and codified, and other applicable laws, in the maximum principal amount of $243,000,000 for the purpose of paying all or a portion of the City's contractual obligations incurred pursuant to contracts for the purchase, construction and acquisition of certain real and personal property, to wit: (a) acquisition of equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, the City's waterworks and wastewater system; and (b) acquisition of equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, the City's electric light and power system; and also for the purpose of paying all or a portion of the City's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with said projects and said Certificates of Obligation, and paying capitalized interest on said Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from certain surplus revenues derived by the City from the ownership and operation of the City's Utility System (consisting of the City's combined waterworks system, wastewater system and electric light and power system). The City Council of the City tentatively proposes to authorize the issuance of such Certificates of Obligation, in one or more series, at a meeting commencing at 6:30 p.m. on July 14, 2026, in the City Council room at the Municipal Building (City Hall), 215 E. McKinney, Denton, Texas. In the event the City Council will be unable to meet at the Municipal Building (City Hall) on July 14, 2026, the City will post on its website, **www.cityofdenton.com**, information for persons to attend the meeting by telephone, teleconference or other electronic means.

The maximum interest rate for such Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for such Certificates of Obligation is February 15, 2056, and the estimated combined principal and interest required to pay such Certificates of Obligation to be authorized on time and in full is $419,666,868.

The City has separately provided notice of its intention to also issue additional Certificates of Obligation in the maximum principal amount of $82,000,000 for general government and solid waste disposal system projects (the “General Government & Solid Waste Certificates of Obligation”). The maximum interest rate for the General Government & Solid Waste Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for the General Government & Solid Waste Certificates of Obligation is February 15, 2056, and the estimated combined principal and interest required to pay the General Government & Solid Waste Certificates of Obligation to be authorized on time and in full is $115,879,767.

The City currently has outstanding debt obligations secured by and payable from ad valorem taxes (not including $934,290,000 principal amount of outstanding debt obligations the City has designated as self-supporting debt) equal to $522,380,000 in principal amount and $713,416,156 in combined principal and interest required to pay such outstanding debt obligations on time and in full. The City reasonably expects to pay self-supporting debt obligations from revenue sources other than ad valorem taxes, provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Ordinance No. 26-___ designating certain outstanding debt obligations of the City as self-supporting for purposes of Texas Local Government Code, Subchapter C of Chapter 271 is available upon request to the City at the address noted above.

CITY OF DENTON, TEXAS

By: Ingrid Rex, City Secretary



FY
2025-2026

Notice of Intentions

May 5, 2026 ID's 26-0323; 26-0324

Purpose of Notice of Intention

- State Law requires the publication of a Notice of Intent to issue Certificates of Obligation (COs). *(Texas Local Government Code, Chapter 271, Subchapter C – Certificate of Obligation Act)*
- The notice must be published in a newspaper of general circulation in the City (Denton Record Chronicle) and on the City's website.
- Publication must be once a week for two consecutive weeks.
- Passage of Bond Ordinance authorizing the sale of COs must be at least 46 days after the date of the first publication.

General Government Projects

	Reimbursement Ordinance	Notice of Intent
Fleet Management Improvements	$ 500,000	$ 500,000
Technology Services Improvements	6,233,357	5,520,957
Facility Improvements	12,125,000	11,725,000
Linda McNatt Animal Shelter	4,500,000	4,500,000
Fire Station 5	400,000	400,000
Fire Station 6	1,100,000	1,100,000
Parks Improvements	1,375,000	1,375,000
Traffic/Transportation Improvements	7,658,000	6,950,000
Fleet Vehicle/Equipment Replacements	5,564,000	5,564,000
Drainage Improvements	4,416,805	4,416,805
Streets Roadway Improvements	21,675,473	21,675,473
General Government CO Total	$ 65,547,635	**$ 63,727,235**

Detailed project list is provided in the Agenda Information Sheet

Solid Waste Projects

	Reimbursement Ordinance	Notice of Intent
Organics Program Infrastructure	$ 14,000,000	$ 14,000,000
Vehicles - Replacements	3,801,000	2,965,000
Vehicles - New Additions	448,000	448,000
Solid Waste Total	$ 18,249,000	**$ 17,413,000**

General Government and Solid Waste Total Notice of Intention

General Government	$ 63,727,235
Solid Waste	17,413,000
Pricing Flexibility	859,765
Total General Government & Solid Waste	**$ 82,000,000**

Utility Projects – Water

	Reimbursement Ordinance	Notice of Intent
Booster Pump Stations	$ 612,000	$ 1,000,000
Field Service Replacement	562,530	1,050,000
Oversize Water Lines	2,603,881	5,000,000
Replace Lines	10,625,000	11,685,000
Taps, Fire Hydrants, & Meters	5,752,800	3,799,130
Plant Improvements	21,303,050	12,272,750
Transmission Lines	14,192,280	10,167,280
Water Total	$ 55,651,541	**$ 44,974,160**

Detailed project list is provided in the Agenda Information Sheet

Utility Projects - Wastewater

	Reimbursement Ordinance	Notice of Intent
Collection System Upgrade	$ 5,310,630	$ 8,949,620
Lift Station Improvements	14,458,500	5,500,000
Facility Improvements	12,750	25,000
Oversize Lines	4,345,200	4,345,200
Taps, Fire Hydrants, & Meters	128,010	201,510
Replace Lines	59,114,864	31,232,580
Plant Improvements	58,522,500	63,651,875
Wastewater Total	$ 141,892,454	**$ 113,905,785**

Detailed project list is provided in the Agenda Information Sheet

Utility Projects - Electric

	Reimbursement Ordinance	Notice of Intent
Automated Meter Reading	$ 1,805,000	$ 1,805,000
Distribution Substations	8,210,000	10,902,510
Distribution Transformers	10,000,000	18,816,490
Feeder Extensions & Improvements	11,075,338	8,399,338
New Residential & Commercial	8,315,250	6,795,250
Power Factor Improvement	300,000	291,000
Street Lighting	650,000	460,000
Transmission Lines	5,770,000	1,500,000
Transmission Substations	2,400,000	900,000
Technology - Software & Hardware	4,409,000	4,000,000
Electric Relocation	5,500,000	4,565,000
Electric Total	$ 58,434,588	**$ 58,434,588**

Detailed project list is provided in the Agenda Information Sheet

Total Utilities Notice of Intention

Water	$	44,974,160
Wastewater		113,905,785
Electric		58,434,588
Capitalized Interest*		23,000,000
Issuance Cost & Pricing Flexibility**		2,685,467
Total Utility System	**$**	**243,000,000**

*Water Utilities interest coverage while construction is underway.

**Shared with GO Bond Sale.

Next Steps

- **June 22, 2026**
  - PUB considers approval of bond ordinance authorizing the sale of Certificates of Obligation.
- **July 14, 2026**
  - Council considers approval of bond ordinances authorizing the sale of both General Obligation bonds and Certificates of Obligation.
- **July 22, 2026**
  - Preliminary date of sale.
- **August 20, 2026**
  - Preliminary date of close and delivery of funds.

Questions



May 5, 2026 ID’s 26-0323; 26-0324